CONCESSION AGREEMENT NO. DOT-A-

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

CONCESSION DOCUMENTS

ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION

KAHULUI AIRPORT

KAHULUI, ISLAND OF MAUI

STATE OF HAWAII

ON-DEMAND AIRPORT-BASED SHUTTLE BUS
CONCESSION
AT
KAHULUI AIRPORT
KAHULUI, HAWAII

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NOTICE TO BIDDERS

ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION KAHULUI AIRPORT

Tenders by sealed bids for a concession contract to operate and maintain an On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport, Kahului, Maui (Concession), for a period of five (5) years will be received by the State of Hawaii, by its Director of Transportation, c/o Airports Division, Property and Business Development Office, Department of Transportation, Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819-1880 (Airports Office), up to 2:00 p.m. on, Wednesday, May 1, 2013, at which time and place they will be publicly opened and read. The State reserves the right to cancel the bid opening for any reason whatsoever.

The Concession bid documents describing the Concession, including, without limitation, the Concession Agreement, may be obtained from the State's Airport Division, located at the Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii. The Concession bid documents may be purchased upon the tender of the nonrefundable sum of FORTY AND NO/100 DOLLARS ($40.00) in United States currency or certified check. The Concession bid documents may also be downloaded at www.hawaii.gov/dot/airports/doing-business/concession-notices without charge.

The Concession bid documents are subject to revision(s) at any time prior to bid opening. Any revisions, changes, or amendments to the Concession bid documents will be posted and available for download at www.hawaii.gov/dot/airports/doing-business/concession-notices.

The Concession bid documents will include (1) this Notice to Bidders, (2)) Instructions to Bidders, (3) Bid Intent Package, including the Notice of Intention to Bid, (4) Bid Proposal Package, (5) Concession Agreement, (6) Concession Bond form, and (7) all attachments thereto.

A pre-bid conference will be conducted by the State on Wednesday, January 9, 2013, commencing at 9:00 a.m., to familiarize prospective bidders with the nature of the Concession bid documents, including the Concession Agreement, and to preliminarily respond to questions bidders may have. Deadline for submission of questions to be considered at the pre-bid conference is Monday, December 17, 2012. However, if time permits, the State may handle a limited number of oral questions at the pre-bid conference. The deadline for questions needing a final, formal written response from the State should be submitted in writing by Wednesday, January 16, 2013. The State will provide final written responses to all written questions properly submitted by the Wednesday, January 16, 2013, deadline.

Prospective bidders are advised to attend the pre-bid conference which will begin promptly at 9:00 a.m. at the Airport Manager's Conference Room in the Kahului Airport, 1 Kahului Road, Kahului, Hawaii 96732-2327. A walk-thru of the airport to show the Concession Premises at Kahului Airport will be conducted as part of the pre-bid conference. Persons needing special accommodations at the pre-bid conference due to disabilities may notify the Department's Airports Office in writing or calling (808) 838-8075, or by facsimile at (808) 838-8753.

Each prospective bidder will be required to fill out and complete a Bid Intent Package that requires the submission of the Notice of Intention to Bid, financial statement(s), and other documents, and submit the same to the Airports Division at the Airports Office, not later than 4:00 p.m., on Friday, March 22, 2013. The Qualification Questionnaire included as part of the Bid Intent Package will be considered confidential and will not be made available for inspection by the general public.

Any individual, corporation, limited liability company, partnership, joint venture or other entity (including (1) any entity in which the bidder is an owner and (2) any stockholders, members, partners or owners of the bidder) shall be deemed not qualified to bid if it is in arrears in any payment, or in default of any obligation, including taxes and special assessments, owing to the U.S. Internal Revenue Service and/or the State of Hawaii or any of its political subdivisions (including default as a surety or failure to perform faithfully and diligently any previous lease, license, permit or any other type of contract with the State or any of its political subdivisions).

A stockholder of a closely-held corporation, a member of a limited liability company, a partner in a partnership or joint venture and an owner of an entity is defined as the holder of a ten percent (10%) or more ownership interest in the corporation, limited liability company, partnership, joint venture or entity.

Any qualified individual, corporation, limited liability company, partnership, joint venture or other entity may submit a bid for the Concession after timely submission of an acceptable Bid Intent Package. All bidders will submit sealed bids using the forms furnished by the State as part of the Concession bid documents.

The State desires to actively promote the growth and development of Disadvantaged Business Enterprise (DBE) participation in concessions awarded at all public airports in the State of Hawaii. In accordance with Title 49, Subtitle A, Parts 23 and 26, Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Airport Concessions" and "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," respectively, it is the policy of the State to ensure that DBE firms have an equal opportunity to receive and participate in concessions at all public airports. Each business wishing to compete or participate as a DBE must be certified by the State by the deadline (date and time) set for the submission of the Bid Proposal Packages. For information and assistance in applying for DBE certification, please call the State Airports Division DBE Program Manager at (808) 838-8607.

The State reserves the right to reject any and all bids and to waive any defects in the bids or cancel this invitation for bids when, in the opinion of the State's Director of Transportation, such rejection, waiver or cancellation will be in the best interest of the State and the general public.

GLENN M. OKIMOTO, Ph.D.
Director of Transportation

To be Advertised: Honolulu Star-Advertiser
Maui News
November 27, 28, and 29, 2012

INSTRUCTIONS TO BIDDERS (IB)
PERTAINING TO THE
ON-DEMAND AIRPORT-BASED SHUTTLE BUS
CONCESSION
AT
KAHULUI AIRPORT

1. PURPOSE

Bids are invited from all interested and qualified parties for the management and operation of an On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport ("Concession"). The State of Hawaii, Department of Transportation, Airports Division ("State"), seeks a creative and well-qualified transportation organization to establish and operate the Concession at Kahului Airport ("Airport") for a period of five (5) years.

The Concession will be operated in accordance with the Concession Agreement (Appendix C [Concession Agreement] of the Concession bid documents) and from the spaces at the Airport described therein. Award of the Concession Agreement will require the successful bidder to execute the Concession Agreement and comply with and satisfy all the terms and conditions therein, including, without limitation, improving, furnishing and operating the Concession spaces.

2. OBTAINING BID MATERIALS

Copies of the Concession bid documents, including the Concession Agreement, describing the terms and conditions of the Concession, may be examined and/or obtained from the Administration Office, Airports Division, Honolulu International Airport, Inter-Island Terminal, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819-1880 ("Airports Office"). The Concession bid documents may be purchased upon tender to the State of the nonrefundable sum of FORTY AND NO/100 DOLLARS ($40.00) in United States currency or certified check. The Concession bid document may also be downloaded free of charge at www.hawaii.gov/dot/airports/doing-business/concessions-notices.

The Concession bid documents are subject to revision at any time prior to bid opening and any revisions, changes, or amendments to the Concession bid documents will be posted and available for download at www.hawaii.gov/dot/airports/doing-business/concessions-notices.

The Concession bid documents for the Concession include the Notice to Bidders, this Instructions to Bidders, the Bid Intent Package, the Bid Proposal Package, the Concession Agreement, the Concession Bond form, and all attachments thereto.

3. PRE-BID CONFERENCE

A pre-bid conference to explain the objectives and requirements for the Concession and to preliminarily respond to questions will be held on Wednesday, January 9, 2013, at 9:00 a.m., Hawaiian Standard Time ("HST") at the:

Airport Manager's Conference Room
Department of Transportation
Airports Division
Kahului Airport
1 Kahului Airport Road
Kahului, Hawaii 96732-2327

All prospective bidders should attend this conference. Reservations are not necessary, but may be made by contacting:

Property and Business Development Office
Department of Transportation
Airports Division
Honolulu International Airport
Inter-Island Terminal Building, Suite 700
400 Rodgers Boulevard
Honolulu, Hawaii 96819-1880
Telephone (808) 838-8075
Facsimile (808) 838-8753

State representatives will be available to preliminarily respond to questions at this conference. To minimize the possibility of misunderstandings, all questions for the pre-bid conference are to be submitted in writing by mail, parcel delivery, courier service, or personal delivery and received at the Airports Office, no later than 4:00 p.m. HST on December 17, 2012. The State does not warrant or guarantee that all written questions will be addressed at the pre-bid conference. However, at the pre-bid conference, if time permits, the State representatives will respond to a limited number of verbal questions. Any oral responses given by State representatives at the pre-bid conference will be preliminary and subject to further revisions and clarification as part of the State's written response. A walk-thru of the airport terminals to show the Premises of the Concession at the Kahului Airport will be conducted as part of the pre-bid conference.

The deadline for submitting all written questions, including resubmission of any questions for the pre-bid conference, which a prospective bidder desires to obtain the State's written response will be 4:00 p.m., HST on January 16, 2013. The State will provide final written responses to all written questions properly submitted by the January 16, 2013 deadline.

All questions should be submitted on the form provided as Attachment 3 to this Instructions to Bidders. A summary containing all written questions properly submitted by or on the specified deadline of January 16, 2013, together with the State's final written responses, will be posted and available for download at www.hawaii.gov/dot/airports/doing-business/concessions-notices. All prospective bidders should not rely on oral representations made at any time and should instead rely on the written State responses to the questions submitted by or on the January 16, 2013 deadline which shall be entitled "The State's Response to Written Concession Questions." This shall comprise the State's final response to all submitted written questions unless the State decides to amend or supplement the State's responses. As a result of the pre-bid conference or otherwise, changes to the Concession bid documents which are deemed appropriate by the State may be made and will be posted and available for download at www.hawaii.gov/dot/airports/doing-business/concessions-notices before the date scheduled for receipt of sealed bid proposals.

4. BID INTENT PACKAGE: NOTICE OF INTENTION TO BID, QUALIFICATION QUESTIONNAIRE AND TAX CLEARANCE CERTIFICATES

Bidders are required by state statute to submit a fully completed Notice of Intention to Bid (Appendix A and all attachments). A prospective bidder's failure to submit its fully completed Notice of Intention to Bid, together with the remainder of the Bid Intent Package, by the deadline date and time specified in the Notice to Bidders, shall disqualify the prospective bidder from submitting a bid proposal, unless the specified deadline for the submission of bid proposals is postponed via written notice from the State.

The Bid Intent Package includes the following: (1) Notice of Intention to Bid (Appendix A); (2) the Qualification Questionnaire (Appendix A, Attachment 1); and (3) Tax Clearance Certificates (Appendix A, Attachment 2). The Bid Intent Package must be submitted by the specified deadline, Friday, March 22, 2013, 4:00 p.m. HST, and properly completed in accordance with the instructions contained therein. The State will use the Bid Intent Packages submitted for purposes of evaluating the qualifications of the Registered Bidders.

5. QUALIFICATION OF BIDDERS

A bidder must, at the time its bid is submitted, be capable of performing all of the terms and conditions of the Concession Agreement. Before any prospective bidder shall be entitled to submit a bid for the Concession, the State shall be satisfied that each prospective bidder has the financial ability, experience, and competence to satisfactorily perform and complete the terms and conditions of the Concession Agreement. At a minimum, each prospective bidder must have at least three (3) years of experience in the past five (5) years in operating a shared ride shuttle bus service (s) with annual combined sales for such operations in excess of ONE MILLION DOLLARS AND NO/100 ($1,000,000.00).

If a bidder is a joint venture, each joint venture partner must have the minimum years of shuttle bus operations experience, and at least one partner must have the necessary experience in operating a shared ride shuttle bus service concession.

For purposes of evaluating prospective bidders' qualifications, a prospective bidder must submit its fully completed Bid Intent Package (Appendix A and Attachments). The Bid Intent Package may contain any additional information considered pertinent by the prospective bidder with respect to its qualifications to bid on and operate the Concession and its proposed method of Concession operation. Whenever it appears to the State that any prospective bidder is not fully qualified or able to fully perform and complete the terms and conditions of the Concession Agreement, the State shall, after affording the prospective bidder an opportunity to be heard, and if the State is still of the opinion that the bidder is not fully qualified to fully perform and complete the terms and conditions of the Concession Agreement, refuse to receive or consider any bid proposal submitted by such prospective bidder.

All information contained in the Qualification Questionnaire form of the Bid Intent Package shall remain confidential as required by Section 102-3, Hawaii Revised Statutes ("HRS"). Questionnaires so submitted shall be returned to the bidders after having served their purpose.

6. SUBMISSION OF BIDS

Each bid is required to be (1) made using the Bid Proposal Package provided by the State, particularly the Bid Proposal forms contained therein (Appendix B); (2) properly completed and executed by the bidder, whose signature must be witnessed, acknowledged and notarized in the presence of a notary public; and (3) addressed/submitted to the Director of Transportation, c/o Department of Transportation, Airports Division, Property and Business Development Office, Honolulu International Airport, Inter-Island Terminal Building, Suite 700, 400 Rodgers Boulevard, Honolulu, Hawaii 96819-1880, on or before the deadline date and time set for the submission of bid proposals.

Each Bid Proposal (Appendix B) must be submitted in a sealed envelope properly marked on the outside as follows:

"BID FOR THE ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION AT KAHULUI AIRPORT."

To help ensure confidentiality of each Bid Proposal, each bidder should use the envelope provided with the Concession bid documents. If a Bid Proposal is to be mailed, the provided envelope should be enclosed within another mailer.

Each Bid Proposal submitted to the State shall be comprised of the following items (hereafter collectively the "Bid Proposal Package"):

a. The Bid Proposal (Appendix B);

b. Affidavit of Non-Collusion (Appendix B, Attachment 1);

c. Bid Deposit or Bid Bond (Appendix B, Attachment 2);

All Bid Proposals submitted to the State will be opened and read publicly on the date and time, and at the place specified, in the Notice to Bidders, unless the deadline date and time set for the submission of bid proposals is postponed via written notice from the State.

The State may reject a Bid Proposal for any of the following reasons:

a. If it shows any alterations, erasures, or irregularities of any kind or additions not called for;

b. If it is conditional or incomplete;

c. If it fails to comply with any of the requisite conditions and/or any of the DBE requirements;

d. If more than one (1) Bid Proposal is received from an individual, corporation, limited liability company, partnership, joint venture, or any other legal entity under the same or different names and more than one (1) Bid Proposal remains in the State's possession at bid opening;

e. If the bidder (whether an individual, corporation, limited liability company, partnership, joint venture, or other entity (including (1) any entity in which the bidder is an owner and (2) any stockholders, members, partners, or owners of the bidder) is in arrears in any payment, or in default of any obligation, including taxes and special assessments, owing to the U.S. Internal Revenue Service and/or the State of Hawaii or any of its political subdivisions (including default as a surety or failure to perform faithfully and diligently any previous lease, license, permit, or any other type of contract with the State or any of its political subdivisions). A stockholder of a closely-held corporation, a member of a limited liability company, a partner in a partnership or joint venture and an owner of an entity is defined as the holder of at least a ten percent (10%) or more ownership interest in the corporation, limited liability company, partnership, joint venture or entity; or

f. If the bidder fails to submit to the State the required Tax Clearance Certificates from the U.S. Internal Revenue Service, the State of Hawaii Department of Taxation, the City and County of Honolulu, Counties of Maui, Hawaii and Kauai, as required by Appendix A, Attachment 2 of the Concession bid documents.

The State reserves the right to cancel or reschedule the Concession bid opening for any reason whatsoever. The State also reserves the right to reject any or all bid proposals and waive any defects when, in the opinion of the State's Director of Transportation, such rejection or waiver will be in the best interest of the State. The State reserves the right to reject a bid proposal offering the highest financial return if the bidder is not deemed responsible by the State. If the highest and best bid proposal or any other bid proposal is rejected, or if the bidder to whom the Concession Agreement was awarded fails to enter into the Concession Agreement and furnish satisfactory security, the State may award the Concession Agreement to the responsible bidder who submitted the next highest and best bid proposal.

7. MINIMUM ALLOWABLE BIDS

For each year of the Concession Agreement term, the annual fee shall be the greater of the following:

a. Minimum Annual Guaranteed Fee. The minimum annual guaranteed fee (hereafter the "MAG") for the first year of the Concession Agreement shall be, as set forth in the Concessionaire's Bid Proposal, and thereafter, for each year of the Concession Agreement term, 85% of the Annual Concession Fee (the greater of the percentage fee or MAG) received by the State for the preceding year; or

b. Percentage Fee. Ten percent (10%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the service authorized under Article V (Use of Premises) of the Concession Agreement.

c. Upset Fee. The upset MAG for the first year of the Concession Agreement shall not be less than FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00).

During the term of this Concession Agreement, the State may be constructing improvements to the airport which may affect a portion of the Concession spaces or the Concession operation. As a result of construction projects, the State may require the Concessionaire under the Concession Agreement to close, consolidate, adjust, and modify its activities to permit the construction to proceed.

8. BID DEPOSITS

The required minimum value of the bid deposit is set by Section 102-6, HRS. Each bidder shall submit a bid deposit, which shall be in a sum of not less than five percent (5%) of the Total Bid Proposal, provided that when the amount bid exceeds $50,000.00, the bid deposit shall be a sum not less than $2,500.00 plus two percent (2%) of the bid amount over $50,000.00. The bid deposit shall be based on the total bid proposal for the Concession Agreement. The bid deposit must be submitted along with the bidder's Bid Proposal (Appendix B).

The bid deposit shall be in the form of legal tender, a surety bond conforming to the requirements of Section 102-6, HRS, or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, 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 or the National Credit Union Administration, in a sum equal to that required, payable at sight or unconditionally assigned to the State's Director of Transportation.

If a surety bond is submitted, it shall: (1) be issued in accordance with Section 102-6, HRS; (2) name the State of Hawaii, by its Director of Transportation, as obligee; (3) be on the Bid Bond form provided (Appendix B, Attachment 2); (4) be executed by the bidder as Principal, and by any bonding company listed in the United States Treasury List, as surety; provided that the bond furnished by any surety listed shall not exceed the bonding capacity rating of that surety on the United States Treasury List; (5) be in a sum equal to that required; and (6) be conditioned upon the bidder entering into the Concession Agreement and furnishing satisfactory security in the form of the Concession Bond (and other applicable requirements) within ten (10) business days after the bidder has received the Concession Agreement for execution or within such further time as the State's Director of Transportation may allow, in writing, if the bidder is awarded the Concession Agreement.

9. LATE SUBMISSIONS

It is the responsibility of each bidder to ensure that the following are completed and submitted to the State by the stated applicable deadlines: (1) Written Concession Questions; (2) Bid Intent Package; (3) the Bid Deposit or Bid Bond; and (4) Bid Proposal Package. The State assumes no responsibility or liability for any bidder's lateness in the submission of the foregoing, due to mail or other delivery service delays. If any or all of the above required items is/are received by the State after the stated applicable deadline(s), it/they will not be considered and will be returned to the bidder without opening in accordance with Section 102-5, HRS.

10. WITHDRAWAL OR MODIFICATION OF BID INTENT PACKAGE, BID PROPOSAL PACKAGE AND BID BOND

The Bid Intent Package, or any part thereof, or the Bid Proposal Package, in its entirety, may be withdrawn by written notice, telegram, or mailgram which must be received by the State prior to the applicable dates and times stated herein for submission of the Bid Intent Package and the Bid Proposal Package, respectively. A substitute submittal of all or a part of the Bid Intent Package will be accepted by the State so long as a written request to withdraw the previous Bid Intent Package, or part thereof, is received simultaneously with or prior to the substitute Bid Intent Package or part thereof and the substitute Bid Intent Package or part thereof is received prior to the applicable date and time deadline for submission of the Bid Intent Packages.

A substitute submittal of the entire Bid Proposal Package, in its entirety, will be accepted by the State so long as a written request to withdraw the previous Bid Proposal Package is

received simultaneously with or prior to the substitute Bid Proposal Package and the substitute Bid Proposal Package is received prior to the applicable date and time deadline for submission of the Bid Proposal Packages.

Errata sheets for the Bid Intent Package may be submitted prior to the applicable date and time deadlines for submission of the Bid Intent Package so long as the total of all corrections to a submittal does not exceed two typed 8.5" x 11" pages. Changes requiring more than two such pages require withdrawal of the Bid Intent Package and the subsequent submission of a substitute Bid Intent Package. This subsequent submission of a substitute Bid Intent Package must be: (1) received by the State prior to the applicable date and time deadline for submitting the Bid Intent Packages and (2) submitted in a sealed envelope and properly marked as required for the Bid Intent Package and each page must clearly be labeled "Substitute Submittal #1" or "Substitute Submittal #2" as applicable.

11. AWARD OF BID, EXECUTION OF CONCESSION AGREEMENT, AND CONCESSION BOND

The qualified bidder whose "Total Bid Proposal" offered in its Bid Proposal to the State for the first year of the Concession Agreement term is greater than that of all other responsible, qualified bidders, or who otherwise prevails as provided in this section will be recommended to the State's Director of Transportation for award of the Concession Agreement.

In the event of a tie between two or more qualified bidders, the State will request that each such qualified bidder involved in the tie submit in a sealed envelope to the State within ten (10) days after such bidder's receipt of the State's written request to so submit, such bidder's best and final offer with respect to the Concession. Each such bidder shall use the amount of the MAG bid for the first year of the Concession Agreement term involved in the tie as the minimum upset price for the MAG. All such bid proposals setting forth each bidder's best and final offer shall be opened in the same manner as the opening of the initial Bid Proposal Packages. In case of a further tie between bidders, the highest qualified Bid Proposal will be determined in accordance with the same procedure applied in the evaluation of the initial Bid Proposal Packages. This process will be repeated until the State selects the highest qualified Bid Proposal or the State decides to reject all Bid Proposal Packages and cancel the solicitation for this Concession.

The Bid Proposal Package, including attachments, and instructions to complete them are contained in Appendix B of the Concession bid documents.

The award of the Concession Agreement should be made within thirty (30) calendar days after the bid opening, provided however, the award may be delayed for a reasonable additional time period to permit investigation by the State into the completeness, accuracy, and truthfulness of the representations made by the bidder to whom the Concession Agreement is proposed to be awarded. The State reserves the right to reject any and all bid proposals and to re-advertise a call

for tenders if the State determines that a rejection of all bid proposals is warranted and is in the best interest of the State.

The Concession Agreement (Appendix C) shall be executed by the successful bidder, whose signature shall be witnessed, acknowledged and notarized by a notary public, and returned to the State, together with a Concession Bond or equivalent security satisfactory to the State, within ten (10) business days after the bidder has received the Concession Agreement for execution, or within such further time as the State's Director of Transportation may allow in writing.

Failure on the part of the successful bidder to execute, notarize and return the Concession Agreement to the State, and to submit to the State an acceptable Concession Bond as required, within ten (10) business days after the bidder has received the Concession Agreement for execution, or within such further time as the State's Director of Transportation may allow in writing, shall be just cause for the annulment of the award and forfeiture of the bidder's bid deposit or bid bond to the State. If the successful bidder refuses or fails to execute the Concession Agreement within the required time, the State may award the Concession Agreement to the next highest responsible qualified bidder or cancel the solicitation and publish another call for tenders.

The Concession Bond, or equivalent security as described in the Concession Agreement, shall be in the amount equal to three (3) months of the MAG for the appropriate agreement year and shall be maintained in full force and effect by the successful bidder at all times from the commencement date of the Concession Agreement until no less than ninety (90) calendar days after the later of: (a) expiration or sooner termination of the Concession Agreement, or (b) the end of any holdover period. The sureties on the Concession Bond must be properly licensed and authorized to do business under the laws of the State of Hawaii. The Concession Bond shall be maintained by the successful bidder, at its sole cost and expense, and shall cover the successful bidder's compliance with, and full and complete performance of, the terms and conditions of the Concession Agreement; provided that suits thereon by the State or anyone else entitled to do so may be commenced in accordance with applicable law.

If the State, in its sole discretion, permits the successful bidder to use on the Concession Bond sureties who are not properly licensed and authorized to do business under the laws of the State of Hawaii, such sureties must meet the requirements of all applicable laws, statutes, rules and regulations, particularly Section 102-12, Hawaii Revised Statutes.

If the Concession Bond is for a period less than that required under the Concession Agreement, the successful bidder, as Concessionaire under the Concession Agreement, at least sixty (60) calendar days prior to the expiration date of the Concession Bond, shall submit another Concession Bond providing the coverage required under the Concession Agreement at least ninety (90) days beyond the expiration date of the Concession Agreement or any holdover period. If the State should receive a notice that the Concession Bond has been or will be canceled, the

Concessionaire under the Concession Agreement shall provide the State with a replacement Concession Bond providing the coverage required under the Concession Agreement, from the effective date and time of the bond cancellation so that there is no period of time wherein a Concession Bond does not cover the Concession Agreement, as provided for herein. Such a replacement Concession Bond must be forwarded to and received by the State at least twenty (20) calendar days prior to the effective date and time of the prior bond cancellation or termination.

In the event that a replacement Concession Bond or another Concession Bond in the required amount and meeting the required terms is not received by the State at least twenty (20) days prior to the effective date and time of the bond cancellation or termination, as stated above, the Concessionaire shall be deemed in default, regardless of whether notice of breach or default or time to correct the breach or default has been provided to the Concessionaire by the State, and the full face amount of the Concession Bond shall be immediately payable to the State as liquidated damages. The Concessionaire shall also be deemed in default and the full face amount of the Concession Bond shall be immediately payable to the State as liquidated damages if the Concessionaire shall fail to properly furnish the final licensed independent certified public accountant's annual verification report as prescribed under the Concession Agreement.

The successful bidder shall pay the State a non-refundable administrative fee in the sum of ONE THOUSAND AND NO/100s DOLLARS ($1,000.00) in United States currency or certified check, which fee payment shall be delivered to the State, together with the executed and notarized Concession Agreement and satisfactory Concession Bond.

If the State receives a properly executed Concession Agreement, a satisfactory Concession Bond, and the required administrative fee payment in the sum of ONE THOUSAND AND NO/100s DOLLARS ($1,000.00) within the required time, the Bid Deposit shall be returned to the successful bidder that is awarded the Concession Agreement. The bid deposits made by unsuccessful bidders shall be returned to them after the Concession Agreement has been entered into or if the Concession Agreement is not awarded or entered into, after the determination by the State's Director of Transportation to publish another call for tenders or to cancel the solicitation for this concession.

12. FUTURE/OTHER CONCESSIONS

While the State makes no guarantees regarding possible future actions, prospective bidders should be aware that the State contemplates establishing other concessions at the Airports which may result in incidental overlap of services with the On-Demand Airport-Based Shuttle Bus Concession. The State will not grant another On-Demand Airport-Based Shuttle Bus Concession to anyone else during the term of the Concession Agreement to provide on-demand shuttle bus service at the Airport; nor will the State itself manage any other On-Demand Airport-Based Shuttle Bus Concession at the Airport during the term of the Concession Agreement except as otherwise provided in the Concession Agreement.

13. TAXES

The successful bidder shall pay: (1) all applicable taxes levied by the United States Government and the State of Hawaii based on the revenues derived from the Concession; and (2) real property taxes, if any, levied by the County of Maui for the Premises granted under this Concession Agreement.

14. GENERAL INFORMATION

Attachment 1 to Instruction to Bidders (IB) provides information regarding passenger counts at the Airport. Attachment 2 to IB provides the reported gross receipts for the Concession at the Airport from August 1, 2003. Attachments 1 and 2 to IB are for the general information of prospective bidders only and will not form any part of the Concession Agreement. The State does not guarantee nor warrant the correctness of the information contained in said Attachments or any information regarding passenger counts and gross receipts which may be found in any other document pertaining to this Concession, including any submittals which may be made to the Board of Land and Natural Resources, State of Hawaii.

Bidders are further advised that figures pertaining to passenger traffic at the Airport and gross receipts from the Concession in prior years are representations of historical activity and not necessarily indicative of future trends or activity levels. Such passenger traffic may be affected by changes in airport activity, airport construction or other events, which may alter conditions.

Although bidders should acquaint themselves with passenger, visitor, airport user, and customer traffic patterns and conditions existing at the Airport, it should be noted that such patterns or conditions are always subject to change, adjustment, or alteration, and therefore, cannot be considered permanent. The successful bidder will not be provided compensation nor allowed any adjustments to the annual or total guaranteed fee owed to the State over the five (5)-year term of the Concession Agreement should future passenger traffic levels affect the Concession, unless otherwise provided in the Concession Agreement or by State law.

The State is responsible for providing operational and functional airport facilities and in so doing will seek to provide reasonable and practical routing for passengers and users. Changes to security screening locations and ground transportation sites may be required during the period of this Concession Agreement. Such changes will be made at the sole discretion of the State and will not provide the basis for any claim by the successful bidder for any compensation, rebate or rental adjustment, if passenger, visitor, user, or customer volume, access, or traffic patterns are altered or reduced.

15. OTHER REQUIREMENTS

Each bidder shall carefully examine all documents relating to this Concession and judge for itself all the circumstances and conditions affecting its bid proposal. The bidder's failure to

make such examination and to investigate thoroughly shall not be grounds for any claim that the bidder did not understand the terms, conditions, or procedures set forth in the Concession bid documents, including the Concession Agreement, or that there were any circumstances that prevented, inhibited or adversely affected the bidder's understanding of or ability to understand the terms, conditions, or procedures set forth in the Concession bid documents. A bidder shall have the burden to notify the State's Director of Transportation, in writing, of any ambiguity, inconsistency, or conflict in the Concession bid documents, including the Concession Agreement, prior to the applicable deadlines for submission of the Bid Proposal Packages. Failure to so notify the State's Director of Transportation, in writing, shall be deemed to be a waiver of that bidder's right to claim an ambiguity, inconsistency, or conflict in the Concession bid documents, including the Concession Agreement.

16. ATTACHMENTS TO IB

1. Attachment 1 to IB, Schedule 1 re (History of Passenger Traffic)
2. Attachment 2 to IB, Schedule 2 re (History of Gross Receipts)
3. Attachment 3 to IB, Questions Submittal Form

17. APPENDICES

A. Bid Intent Package

Appendix A, Attachment 1 (Qualification Questionnaire)
Appendix A, Attachment 2 (Tax Clearances)

B. Bid Proposal Package

Appendix B, Attachment 1 (Affidavit of Non-Collusion)
Appendix B, Attachment 2 (Bid Bond)

C. Concession Agreement

Appendix C, Attachment 1 (Exhibits)
Appendix C, Attachment 2 (Tenant Improvement Guidelines)
Manual 1
Manual 2
Appendix C, Attachment 3 (Environmental Preservation Guidelines)
Appendix C, Attachment 4 (Development Standards for Leased Airport Property)
Appendix C, Attachment 5 (Department of Transportation Assignment of Lease and Premium Evaluation Policy)
Appendix C, Attachment 6 (Department of Transportation Sublease Evaluation Policy)

Appendix C, Attachment 7 (Performance Bond; Payment Bond)
Appendix C, Attachment 8 (Concessionaire's Listing of Hazardous Substances)
Appendix C, Attachment 9 (Concessionaire's Listing of Environmental Permits)

D. Concession Bond

ATTACHMENT 1 TO IB

HISTORY OF PASSENGER TRAFFIC

Airport statistical data on passenger counts are presented in the following table. Bidders should note that Operation Iraqi Freedom began on March 21, 2003.

KAHULUI AIRPORT
INTER-ISLAND/OVERSEAS PASSENGERS
(ARRIVALS, DEPARTURES, THROUGH)

YEAR	INTER-ISLAND	OVERSEAS	TOTAL
2002	3,184,904	2,190,524	5,375,428
2003	2,828,722	2,459,787	5,288,509
2004	2,719,863	2,723,427	5,443,290
2005	2,760,936	3,037,728	5,798,664
2006	2,959,385	2,615,979	5,575,364
2007	3,284,598	3,079,156	6,363,754
2008	2,754,726	2,550,807	5,305,533
2009	2,656,141	2,369,154	5,025,295
2010	2,448,604	2,686,170	5,134,774
2011	2,406,154	2,814,214	5,220,368
2012 (JAN – JUN)	1,301,715	1,361,289	2,663,004

THE DEPARTMENT OF TRANSPORTATION DOES NOT WARRANT OR GUARANTEE THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS ATTACHMENT.

KAHULUI AIRPORT
INTER-ISLAND/OVERSEAS PASSENGERS
(DEPLANEMENTS)

YEAR	INTER-ISLAND	OVERSEAS	TOTAL
2002	1,591,870	1,138,446	2,730,316
2003	1,414,088	1,282,431	2,696,519
2004	1,360,401	1,385,655	2,746,056
2005	1,372,828	1,570,159	2,942,987
2006	1,468,422	1,381,122	2,849,544
2007	1,638,212	1,627,180	3,265,392
2008	1,373,026	1,363,813	2,736,839
2009	1,322,865	1,275,975	2,598,840
2010	1,228,489	1,449,880	2,678,300
2011	1,211,869	1,536,431	2,748,300
2012 (JAN - JUN)	653,823	772,209	1,426,032

Bidders are advised that figures pertaining to the number of inter-island/overseas passenger arrivals and departures in prior years are representations of historical activity and not necessarily indicative of future trends or activity levels. Such passenger traffic may be subject to changes in airport activity, construction or other events which may alter conditions.

THE DEPARTMENT OF TRANSPORTATION DOES NOT WARRANT NOR GUARANTEE THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS ATTACHMENT.

ATTACHMENT 2 TO IB

HISTORY OF GROSS RECEIPTS

ON-DEMAND AIRPORT BASED SHUTTLE BUS CONCESSION
KAHULUI AIRPORT

PERIOD	GROSS RECEIPTS
ONE OPERATOR	
August 1, 2003 to July 31, 2004	$239,991
August 1, 2004 to July 31, 2005	$220,855
August 1, 2005 to July 31, 2006	$249,402
August 1, 2006 to April 15, 2007 (8.5 months)	$297,658
TWO OPERATORS	
April 16, 2007 to March 31, 2008	$485,496
April 1, 2008 to July 31, 2008	$173,778
ONE OPERATOR	
August 1, 2008 to July 31, 2009	$468,369
August 1, 2009 to July 31, 2010	$500,904
August 1, 2010 to July 31, 2011	$524,324
August 1, 2011 to June 30, 2012	$462,314

Bidders are advised that the foregoing information pertaining to reported gross receipts from the On-Demand Shuttle Bus operation at Kahului Airport in prior years are merely representations of past trends or historical activity levels based on the best information available to the Department of Transportation, and are not necessarily indicative of future trends or activity levels.

THE DEPARTMENT OF TRANSPORTATION DOES NOT WARRANT NOR GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED IN THIS ATTACHMENT.

ATTACHMENT 3 TO IB

QUESTIONS SUBMITTAL FORM

CONCESSION: ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION AT KAHULUI AIRPORT

COMPANY NAME: _____

ADDRESS: _____

_____

SUBMITTED BY: _____ TITLE: _____

TELEPHONE: _____ DATE: _____

QUESTIONS: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

APPENDIX A

BID INTENT PACKAGE

ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION

AT KAHULUI AIRPORT

KAHULUI, HAWAII

STATE OF HAWAII

Name of Bidder (Print)_____

Mailing and Business Address (Print)_____

_____

APPENDIX A

NOTICE OF INTENTION TO BID

Date: _____

Director of Transportation
Department of Transportation
c/o Airports Division
ATTN: Property and Business Development Office
Honolulu International Airport
Inter-Island Terminal Building
400 Rodgers Boulevard, Suite 700
Honolulu, Hawaii 96819-1880

Dear Sir:

You are hereby notified that it is the intent of the undersigned to bid on the On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport, Island of Maui, State of Hawaii.

Attached hereto are the fully completed Qualification Questionnaire (Appendix A, Attachment 1), and Tax Clearance Certificates (Appendix A, Attachment 2).

Very truly yours,

_____
(Name of Firm or Individual)

By_____
(Signature)

Title:_____

_____
(Address)

_____
(City, State, Zip Code)

_____
(Telephone No.)

APPENDIX A, ATTACHMENT 1

QUALIFICATION QUESTIONNAIRE

All information requested in the Qualification Questionnaire must be furnished by each bidder, and must be submitted with the Bid Intent Package and the Notice of Intention to Bid. Statements must be complete and accurate and in the form requested. Omission, inaccuracy, or misstatement may be cause for finding the prospective bidder not qualified to bid on this Concession.

1. Provide the name of the bidder exactly as it is to appear on the Concession Agreement:

   _____

   _____

2. Provide the mailing address and place of business (street address), telephone number, facsimile number, and email address of the bidder:

   _____

   _____

   _____

3. The bidder, if selected, intends to carry on the business as:

   Individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), Limited Liability Company ( ) or Other ( ). If "Other", attach explanation.

4. Provide the Federal Identification Number (Federal I.D. No.) and State of Hawaii, Department of Taxation Gross Excise Tax (G.E.T.) License Number for taxation purposes:

   Federal I.D. No.: _____

   Hawaii Gross Excise Tax License No.: _____

5. If the bidder is a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and answer the following:

   A. Name, address, and percentage interest of each partner of the partnership or each member of the joint venture:

Name	Address	Percentage Interest

(NOTE: The Qualification Questionnaire shall be kept confidential in accordance with Section 102-3, Hawaii Revised Statutes)

Name	Address	Percentage Interest

B. Date of Organization: _____

C. Indicate whether a General or Limited Partnership (if applicable): _____

D. Where Established or Recorded _____

County State Date

E. Registered in Hawaii: Yes / No

If yes, as of what date: _____

6. If a Corporation or Limited Liability Company, answer the following:

A. When incorporated/formed_____

B. In what state/country_____

C. Authorized to do business in Hawaii? Yes/No. If yes, as of what date? _____

_____

D. How is the corporation held: Publicly( ) Privately ( ); If publicly held, list how and where the corporation's stock is traded: _____

_____

E. Name, address, experience in the business, and amount of stock or membership interest held by the following officers:

Officer	Name	Address	Amount of Stock or Membership Interests	% of Total	Experience in the Business
President					
Vice President					
Secretary					
Treasurer					
Other					

F. Name, address and shares of stock or membership interests held by each Member of the Board of Directors or Management Committee:

Name	Address	Amount of Stock or Membership Interest	% of Total

G. Name, address and shares of stock or membership interests held by other "principal" stockholders or members: (A "principal" stockholder or member is defined as a stockholder or member who holds 10% or more of the outstanding stock or membership interests of the corporation or limited liability company, respectively.)

Name	Address	Amount of Stock or Membership Interest	% of Total

Total Capitalization: $_____
Amount of capital stock or membership interests subscribed: $_____
Amount paid-in: $_____

H. Is the majority (i.e., more than fifty percent (50%)) ownership of the corporation or limited liability company held by a parent company?

Yes_____ No_____

If yes, please provide the information required by the preceding Items 6.A. through 6.G. for the parent company and the information required by the preceding Items 6.A. through 6.G. for all other majority-owned subsidiaries of the parent and indicate the percentage of ownership for each.

I. Does the corporation or limited liability company have any majority-owned (i.e., more than fifty percent (50%) owned) subsidiary companies?

Yes_____ No_____

If yes, provide the information required by the preceding Items 6.A. through 6.G. for all subsidiary companies and indicate the percentage of ownership in each subsidiary company.

J. If the bidder uses trade names, doing-business-as-names, or other names in its business to identify bidder, list the names and connection with each entity or part of its business.

K. If the bidder is or under a parent company or is a subsidiary within a larger corporate structure or a sub-entity of a larger organization, provide an organization chart showing bidder's position in the organization.

7. If the bidder is a joint venture, provide all applicable information in response to all questions in the preceding Items 5. and 6. for each joint venture member.

8. Summary of Experience. To complete this Qualification Questionnaire, each bidder must submit a narrative response that describes in detail how the bidder meets the minimum qualification requirements. Please follow the same format set forth below for your response. The following information must be included:

A. On-Demand Shuttle Bus Experience

(1) Names, nature. For the required minimum three (3) of the past five (5) years, the names and addresses of on-demand shuttle bus business(es) owned or managed by the bidder, together with a brief description of the nature and scope of such business(es), including, without limitation, the location and type of business (airport, transportation center, or hotel concession) and the types of equipment operated and number of passengers served annually. If the experience is attributable to an entity other than the bidder, explain in detail how that experience qualifies the bidder to perform this Concession Agreement and meet the minimum qualification requirement.

(2) Period of operation. Number of years (including dates of operation) the bidder has owned or managed said business(es) and the nature of the bidder's relationship (how owned or operated) to the business(es). At least three (3) of the past five (5) years of experience required hereunder must include owning or operating a shared-ride shuttle bus business.

B. Gross receipts. Gross receipts for said business(es) for each of the past five (5) years. If said business has not operated for the past five (5) years, provide the gross receipts for the years it has been operating. If the bidder has owned another business within the last five years and is using that experience to meet the minimum qualification criteria, please provide gross receipts for that business. For each of the qualifying years for said business(es), each bidder must attach evidence of such gross receipts by way of the Audited Statement of Revenues of the bidder named in this Qualification Questionnaire prepared by a licensed independent certified public accountant (except unaudited Statement of Revenues may be submitted for the bidder's current operating year) for each of the qualifying years for said business(es).

C. Ownership/management experience. Each bidder must provide evidence of ownership or management experience for each of the qualifying years, which evidence must be reasonably satisfactory to the State. Without limiting the generality of the foregoing, each bidder must submit the following items:

(1) Organizational documents. Organizational documents, such as joint venture/partnership agreement, corporate articles/bylaws, and share certificates.

(2) Audited financial statements. A complete set of the entire Audited Financial Statements (Independent Auditor's Report, Balance Sheet, Statement of Revenues, Expenses and Changes to Retained Earnings, Statement of Cash Flows, Notes to the Financial Statements and all Supplementary Information) (hereafter collectively the "Audited Financial Statements") of the bidder named in this Qualification Questionnaire for the most recent three (3) calendar years or fiscal years of operation. The Audited Financial Statements must be prepared and certified by a licensed independent certified public accountant. The Audited Financial Statements may not be prepared or submitted to the State in a condensed or similar summary basis. For example, the submission of a condensed statement of assets, liabilities and partner's capital (regardless of whether the same was submitted as part of a federal or state tax return filing) will not be sufficient to satisfy the bidder's obligation herein to submit Audited Financial Statements.

(a) Individual. If the bidder is an individual, submit audited personal financial statements (net worth) in accordance with this paragraph 8.C.2.

(b) Bidder recently formed.

1) Bidder itself. If the bidder is a corporation, limited liability company, partnership or joint venture that was formed within the last three (3) years, the bidder must submit Audited Financial Statements as noted in the preceding paragraph 8.C.2 (Audited financial statements), for each year that the corporation, limited liability company, partnership or joint venture existed; and

2) Interest holders. The Audited Financial Statements, as required pursuant to paragraph 8.C.2 (Audited financial statements), for the following, prior to the formation of the corporation, limited liability company, partnership or joint venture, respectively, to

assure that a minimum of three (3) consecutive years of Audited Financial Statements are submitted for the bidder:

a) For each principal stockholder if the bidder is a corporation (a principal stockholder is defined as a stockholder who holds 10% or more of the outstanding stock of the corporation);

b) For each principal member if the bidder is a limited liability company (a principal member is defined as a member who holds 10% or more of the outstanding membership interests in a limited liability company);

c) For each general partner, managing partner, and partner having or holding a 10% or more interest in the partnership, if the bidder is a partnership; or

d) For each member if the bidder is a joint venture.

(3) Federal tax returns accepted. In the event that the bidder is a small business that is not required to have audited financial statements, and where provision of such audited financial statements would adversely affect the bidder's capability to bid for the concession, complete, signed U.S. Federal Tax Returns for the prior three years will be accepted, provided that the bidder also submits any and all worksheets supporting the entries in the U.S. Federal Tax Returns. The bidder shall also submit with the U.S. Federal Tax Returns and supporting worksheets a statement signed by the bidder stipulating that the provision of audited financial statements would be a financial hardship that would adversely impact the bidder's capability to bid for the concession.

D. Prior name. State if the bidder has ever operated under another name and/or ownership structure and if so, identify all such names and describe the ownership structures.

E. DBE experience. Describe experience in working with Disadvantaged Business Enterprises (DBEs) as part of a shuttle bus or concession operation or under a similar business contract. List shuttle bus and concession operations, contracts, locations, dates, names of the DBEs, and nature and scope of work performed. Describe the bidder's working relationships with the DBEs, including the responsibilities of the bidder.

F. Landlords. Give names, addresses and telephone numbers of landlords and property managers for all operations listed above.

9. References.

A. Non-affiliated businesses. Attach reference letters from at least three (3) non-affiliated business references.

B. Prior landlords. Attach reference letters from at least three previous landlords.

C. Bidder's management experience. Contents of the reference letters in paragraphs 9.A. and 9.B. herein shall include information directly related to the bidder's management or ownership experience in shuttle bus businesses.

D. Banks. Attach credit reference letters from at least two (2) banks or other financial institutions with which the bidder regularly does business.

10. Concession plans. Explain the bidder's plans for the operation of this Concession covering business philosophy, customer service program, hours of operation, daily controls and management program.

11. Business concepts. Describe bidder's anticipated service concepts, service presentation to customers, marketing and service offerings.

12. Preliminary drawings. Submit a set of preliminary drawings, plans and/or cross-sections to show schematic and conceptual plans and ideas for improvements which the bidder anticipates or intends to construct for utilizing the spaces which are assigned under this Concession Agreement.

13. Other information. List and provide any other information the bidder may consider pertinent.

14. Affirmative Statement of Accuracy. The undersigned bidder represents and warrants to the State as follows: (a) the undersigned person(s) are duly authorized representatives of the bidder and (b) all information submitted by the bidder in this Bid Intent Package is complete, accurate and truthful.

NAME OF BIDDER: _____

By_____ Title_____

Print Name: _____Date: _____

By_____ Title_____

Print Name: _____Date: _____

By_____ Title_____

Print Name: _____Date: _____

By_____ Title_____

Print Name: _____Date: _____

By_____ Title_____

Print Name: _____Date: _____

Subscribed and sworn to before me this _____

day of _____, 20___.

Notary Public, _____

State of _____

My Commission Expires: _____

APPENDIX A, ATTACHMENT 2

TAX CLEARANCE CERTIFICATES

The attached State of Hawaii, Department of Taxation Tax Clearance Application (Form A-6, Rev. 2010) is a sample of the form to be completed by each bidder and submitted to the Hawaii Department of Taxation for verification that all applicable State taxes and Federal income taxes of the bidding entity and all affiliated entities have been paid to the State of Hawaii and the U.S. Government, respectively. "Affiliated entities" is defined as any entity having more than fifty percent (50%) interest in the bidding entity; any company more than fifty percent (50%) owned by a company having more than fifty percent (50%) interest in the bidding entity; and any entity in which the bidding entity has more than fifty percent (50%) interest. Each bidder shall be responsible for obtaining Tax Clearance Certificates from the Hawaii Department of Taxation for itself and all affiliated entities.

Upon verifying that all applicable State taxes and Federal income taxes owed by the bidder and all affiliated entities have been paid to the State of Hawaii and the U.S. Government (specifically the U. S. Internal Revenue Service), respectively, the Hawaii Department of Taxation will issue the required Tax Clearance Certificate(s). The front page of the State of Hawaii Tax Clearance Application, if properly endorsed with a State approval stamp and an Internal Revenue Service approval stamp, will become the Tax Clearance Certificate.

Further, each bidder shall also apply for, obtain, and submit a tax clearance certificate issued by the City and County of Honolulu, the Counties of Hawaii, Maui and Kauai, which certificates shall verify that all real property taxes, special assessments or other obligations of the bidder have been paid to the respective counties.

All tax clearance certificates must be submitted with the bidder's completed Bid Intent Package, including the Notice of Intention to Bid (Appendix A) and must be dated within two (2) months of the submission date for the bidder's Bid Intent Package.

FORM A-6
(REV. 2010)

STATE OF HAWAII — DEPARTMENT OF TAXATION

TAX CLEARANCE APPLICATION

PLEASE TYPE OR PRINT CLEARLY

Form A-6 can be filed electronically. See Instructions.

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE / /
HAWAII RETURNS FILED IF APPLICABLE 20____ 20____ 20____
STATE APPROVAL STAMP **(Not valid unless stamped)**
*IRS APPROVAL STAMP
CERTIFIED COPY STAMP

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant's Name _____

Address _____

City/State/Postal/Zip Code _____

DBA/Trade Name _____

2. TAX IDENTIFICATION NUMBER:

HAWAII TAX ID # W __ __ __ __ __ __ __ __ - __ __

FEDERAL EMPLOYER ID # (FEIN) __ __ - __ __ __ __ __ __ __

SOCIAL SECURITY # (SSN) __ __ __ - __ __ - __ __ __ __

3. APPLICANT IS A/AN: **(MUST CHECK ONE BOX)**

☐ CORPORATION ☐ S CORPORATION ☐ TAX EXEMPT ORGANIZATION
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ ESTATE ☐ TRUST
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP
☐ Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN_____
☐ Subsidiary Corporation; enter parent corporation's name and FEIN_____

4. THE TAX CLEARANCE IS REQUIRED FOR: **(MUST CHECK AT LEAST ONE BOX)**

☐ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * ☐ LIQUOR LICENSE *
☐ REAL ESTATE LICENSE ☐ CONTRACTOR LICENSE ☐ BULK SALES**
☐ FINANCIAL CLOSING ☐ PROGRESS PAYMENT ☐ PERSONAL
☐ HAWAII STATE RESIDENCY ☐ FEDERAL CONTRACT ☐ LOAN
☐ SUBCONTRACT ☐ OTHER _____

**** IRS APPROVAL STAMP IS ONLY REQUIRED FOR PURPOSES INDICATED BY AN ASTERISK.***
***** ATTACH FORM G-8A, REPORT OF BULK SALE OR TRANSFER***

5. NO. OF CERTIFIED COPIES REQUESTED: ☐

6. SIGNATURE:

SIGNATURE _____ DATE _____ TELEPHONE ( ) - _____ FAX ( ) - _____

PRINT NAME _____ PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. **If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required.** Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.
PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.
SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

APPLICANT'S NAME FROM PAGE 1 _____

7. **CITY, COUNTY, OR STATE GOVERNMENT CONTRACT:** ☐ Bid/Entering Into or Ongoing Contract ☐ Completion/Final Payment
For completion/final payment of contract, provide the name, agency, and telephone number of the contact person at the State or County Agency.
Name:_____ Agency:_____ Telephone Number:_____

8. **LIQUOR LICENSING:** ☐ Initial ☐ Renewal ☐ Transfer-Seller ☐ Transfer-Buyer ☐ Special Event
9. **CONTRACTOR LICENSING:** ☐ Initial ☐ Renewal
10. **STATE RESIDENCY:** DATE APPLICANT ARRIVED OR RETURNED TO HAWAII _____
11. **ACCOUNTING PERIOD:** ☐ Calendar year ☐ Fiscal year ending _____ (MM/DD)
12. **TAX EXEMPT ORGANIZATION:**
A) Provide the Internal Revenue Code Section that applies to your exemption (e.g., 501(c)(3)). _____
B) Does your organization file:
☐ Federal Form 990, Return of Organization Exempt from Income Tax,
☐ Federal Form 990-T, Exempt Organization Business Income Tax Return, or
☐ None of the above.
13. **INDIVIDUAL:** Spouse's Name _____ SSN _____
14. **IF YOU <u>DO NOT</u> HAVE A GENERAL EXCISE TAX LICENSE <u>AND</u> REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:**
A) Description of your firm's business_____
B) Has your firm had any business income in Hawaii? ☐ YES ☐ NO
C) Has your firm had an office, inventory, property, employees, or other representatives in the State of Hawaii? ☐ YES ☐ NO
D) Has your firm provided any services within the State of Hawaii (e.g., servicing computers, training sessions, etc.)? ☐ YES ☐ NO
Note: If you answer "Yes" to any of the above questions, you are required to apply for a general excise tax license.
15. **FILING THE APPLICATION FOR TAX CLEARANCE:**

The completed application may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation. Allow up to **10 to 15 business days** for processing between the Department of Taxation and the Internal Revenue Service.

State Dept. of Taxation
TAXPAYER SERVICES BRANCH
P.O. BOX 259
HONOLULU, HI 96809-0259
TELEPHONE NO.: 808-587-4242
TOLL FREE: 1-800-222-3229
FAX NO.: 808-587-1488
or
830 PUNCHBOWL STREET, RM 124
HONOLULU, HI 96813-5094

Internal Revenue Service
WAGE & INVESTMENT DIVISION
-TC M/S H214
FIELD ASSISTANCE GROUP 562
300 ALA MOANA BLVD., #50089
HONOLULU, HI 96850
TELEPHONE NO.: 808-566-2748
FAX NO.: 808-524-5950
or
TAXPAYER ASSISTANCE CENTER
HONOLULU:
300 ALA MOANA BLVD., RM 1-128

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation on Oahu at 808-587-4242 or toll-free at 1-800-222-3229. The Tax Clearance Application, Form A-6, can be downloaded from the Department of Taxation's website **(www.hawaii.gov/tax)**.

----------FOR OFFICE USE ONLY----------

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials
INCOME		
GENERAL EXCISE/USE/ COUNTY SURCHARGE TAX		
HAWAII WITHHOLDING		
TRANSIENT ACCOMMODATIONS		
RENTAL MOTOR/TOUR VEHICLE		
UNEMPLOYMENT INSURANCE		
OTHER TAXES		

ITEMS RECEIVED

CITY CLEARANCE

1. APPLICATIONS ARE AVAILABLE BY MAIL OR AT THE REAL PROPERTY TAX COUNTER.

2. APPLICANT MAY WALK THE CLEARANCE AND IT SHOULD TAKE ABOUT 2 HOURS OR APPLICANT MAY SIGN APPLICATION AND WE WILL PROCESS IT FOR THEM WHICH MAY TAKE ABOUT 4 DAYS.

3. IF APPLICANT WANTS TREASURY TO PROCESS THEIR APPLICATION, THE FIRST 13 LINES ARE DONE IN TREASURY DIVISION.

CITY AND COUNTY OF HONOLULU
DEPARTMENT OF BUDGET AND FISCAL SERVICES
DIVISION OF TREASURY

APPLICATION FOR CLEARANCE OF LICENSE FEES, ASSESSMENTS AND OTHER CHARGES (PRINT OR TYPE CLEARLY).

1. **APPLICANT INFORMATION**

Applicant _____
Last, First, MI or Name of Corporation

Address _____
Street City/State Zip code

2. **TAX IDENTIFICATION NUMBER(S)** Federal Employer ID# _____

3. **APPLICANT IS** ☐ Individual ☐ Corporation ☐ Partnership

_____
Name of Principals

4. **CLEARANCE IS FOR:** ☐ Leasing/Renting State Property ☐ Taxi Driver Contract
☐ Other _____

I certify that the applicant has no outstanding delinquent balance(s) due to the City & County of Honolulu.

PRINT NAME _____ PRINT SPECIFIC TITLE: CORPORATE OFFICER, GENERAL PARTNER _____

SIGNATURE _____ DATE _____ TELEPHONE ( ) _____ FAX ( ) _____

FOR OFFICE USE ONLY

DATE _____ For Director of Budget & Fiscal Services City & County of Honolulu _____ Certificate No. _____

Charges	Agency	Location	Comments	Approved	Date
Real Property Taxes	Treasury	City Hall 1st Floor			
Refuse Collection/Disposal Charges	Treasury	City Hall 1st Floor			
Sewer/Cesspool Services Charges	Treasury	City Hall 1st Floor			
Concessions	Treasury	City Hall 1st Floor			
Lease Rent	Treasury	City Hall 1st Floor			
Property Rental	Treasury	City Hall 1st Floor			
Moving Expense Recovery	Treasury	City Hall 1st Floor			
Sewer Lateral Inspection Fees	Treasury	City Hall 1st Floor			
Information & Tech Fees	Treasury	City Hall 1st Floor			
Improvement District Assessments	Treasury	City Hall Basement			
Road & Sidewalk Repair	Treasury	City Hall Basement			
Subsidy Loans	Treasury	City Hall Basement			
Traffic Damage Recovery	Treasury	City Hall Basement			
Fines	Liquor	711 Kapiolani Blvd Suite 600			
Water Service Charges	Board of Water Supply	630 Beretania St			
Civil Fines	Planning/Permit Zoning Division	Municipal Bldg 8th Flr			

APPENDIX B

BID PROPOSAL PACKAGE

ON-DEMAND AIRPORT-BASED SHUTTLE BUS CONCESSION

AT KAHULUI AIRPORT

KAHULUI, HAWAII

STATE OF HAWAII

Name of Bidder (Print)_____

Mailing and Business Address (Print)_____

_____

APPENDIX B

BID PROPOSAL

Director of Transportation
Department of Transportation
c/o Airports Division
ATTN: Property and Business Development Office
State of Hawaii
Honolulu International Airport
Inter-Island Terminal Building
400 Rodgers Boulevard, Suite 700
Honolulu, Hawaii 96819-1880

Dear Sir:

The undersigned, as Bidder, declares that with respect to the On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport, Kahului, Hawaii ("Concession"), the Bidder has carefully examined all of the Concession bid documents, including the Concession Agreement.

The Bidder understands and agrees that:

1. The attached Total Bid Proposal form (Appendix B, Page B-4) is to be used to evaluate my Bid Proposal for the Concession and the Concession Agreement. The Total Bid Proposal is the minimum annual guaranteed fee (MAG) offered to the State for the first year term of the Concession Agreement.

2. The 1st Agreement Year MAG dollar amount is then entered as the "Total Bid Proposal" amount indicated on the Total Bid Proposal form.

3. The qualified Bidder whose "Total Bid Proposal" (total minimum guaranteed concession fee) offered in its Bid Proposal to the State for the first (1st) year term of the Concession Agreement is greater than the Total Bid Proposals of all of the other qualified bidders, or who otherwise prevails as provided in the Instructions to Bidders for this Concession, will be recommended to the Director of Transportation for an award of the Concession Agreement.

   In the event of a tie between two or more qualified bidders, the State will request that each such qualified bidder involved in the tie submit in a sealed envelope to the State within ten (10) days after such bidder's receipt of the State's written request to so submit, such bidder's best and final offer with respect to the

Concession. Each such bidder shall use the amount of the minimum annual guaranteed fee bid for the first year of the Concession Agreement term involved in the tie as the minimum upset price for the minimum annual guaranteed fee. All such bid proposals setting forth each bidder's best and final offer shall be opened in the same manner as the opening of the initial Bid Proposal Packages. In case of a further tie between bidders, the highest qualified Bid Proposal will be determined in accordance with the same procedure applied in the evaluation of the initial Bid Proposal Packages. This process will be repeated until the State selects the highest qualified Bid Proposal or the State decides to reject all Bid Proposal Packages and cancel the solicitation for this Concession.

4. In case of discrepancies between the words and numerals on the Total Bid Proposal form, the words shall govern and therefore, the State shall make appropriate corrections to the MAG Dollar Amount column before any final comparing of bid proposals.

5. The Director of Transportation has the right to reject any and all bid proposals for the Concession, and to waive any defects when, in the Director's opinion, such rejection or waiver will be in the best interest of the State.

6. If the Bidder's Bid Proposal is accepted by the State and the Director of Transportation subsequently awards the Concession Agreement to the Bidder as the qualified and successful bidder, the Bidder shall:

   a. execute the Concession Agreement (Appendix C) in the form provided by the State;

   b. have its signature(s) acknowledged and notarized by a Notary Public;

   c. return the executed and notarized Concession Agreement (Appendix C) to the State;

   d. submit to the State a good and sufficient Concession Bond as required and described in the Instructions to Bidders and the Concession Agreement;

   e. comply with, fulfill and satisfy all of the covenants, terms and conditions of the Concession Agreement; and

   f. pay to the State during each year of the five (5)-year term of the Concession Agreement, a total annual fee which shall be the greater of:

(1) Minimum Annual Guaranteed Fee ("MAG"). The minimum annual guaranteed fee for the first year as set forth in the bidder's Bid Proposal and as further set forth in the Concession Agreement for each succeeding year; or

(2) Percentage Fee. For each year of the term of the Concession Agreement, the percentage fee shall be ten percent (10%) of the gross receipts generated from, related or attributable to, or connected with the operation of the Concession.

TOTAL BID PROPOSAL

MINIMUM ANNUAL GUARANTEED (MAG) CONCESSION FEE (Written in Words)	MAG DOLLAR AMOUNT (in Numerals)
First (1st) Concession Agreement Year	
_____	
_____ DOLLARS	$_____
TOTAL BID PROPOSAL DOLLARS:	**$**_____

(NOTE: THE MAG CONCESSION FEE SHOULD BE ROUNDED TO THE NEAREST DOLLAR AMOUNT. THE MAG CONCESSION FEE FOR THE FIRST CONCESSION AGREEMENT YEAR SHALL NOT BE LESS THAN FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00).

As part of the Bid Proposal, the Bidder submits herewith the following items:

1. Affidavit of Non-Collusion (Appendix B, Attachment 1)

2. Bid Deposit, referred to in Section 8 of the Instructions to Bidders, or Bid Bond (Appendix B, Attachment 2)

DATED at _____ this _____ day of _____, 20___

_____
Bidder

By _____
Its

By _____
Its

NOTE: 1. Signature(s) must be acknowledged accordingly on the form attached hereto.

2. Attach separate sheet evidencing authority of person(s) signing this Bid Proposal to sign the Bid Proposal on behalf of the Bidder, including acknowledgment of signatures by a Notary Public. This may be in the form of a resolution, minutes of the corporation, pertinent extract of the By-Laws duly certified by the Secretary of the corporation, a valid power of attorney duly recorded with the Bureau of Conveyances, etc. The State reserves the right to require that the Bidder submit updated information to evidence the authority of the person executing this Bid Proposal if the State, in its sole discretion, determines that the previously submitted evidence is not sufficiently current.

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who being by me duly sworn, did say that he / she is the _____ of _____ and who executed the foregoing instrument, and acknowledged that he / she executed the same as his / her free act and deed.

Print Name:_____

Notary Public, _____ Judicial Circuit

State of _____

Doc. Description: _____
No. of Pages: _____
Notary Signature: _____
My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who being by me duly sworn, did say that he / she is the _____ of _____ and who executed the foregoing instrument, and acknowledged that he / she executed the same as his / her free act and deed.

Print Name:_____

Notary Public, _____ Judicial Circuit

State of _____

Doc. Description: _____
No. of Pages: _____
Notary Signature: _____
My Commission Expires: _____

APPENDIX B, ATTACHMENT 1

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)

_____ being first duly sworn deposes and says:

That the Bid Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, corporation or entity; that such Bid Proposal is genuine and not collusive or a sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid Proposal, and has not, directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham Bid Proposal, or refrain from submitting a Bid Proposal; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Proposal price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such Bid Proposal price or that of any other bidder, or to secure any advantage against the Department of Transportation of the State of Hawaii or anyone interested in the proposed Concession Agreement; that all statements contained in such Bid Proposal are true; that said bidder has not, directly or indirectly, submitted bidder's Bid Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Concession Agreement, to any corporation, partnership, company, association, organization, or entity, or to any member or agent thereof, or to any other individual; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or entity, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Concession Agreement in the event the same is awarded to:

_____

(Name of Individual, Partnership, Joint Venture or Corporation)

_____

Further Affiant sayeth not.

DATED at: _____ on _____, 20___.

By (sign) _____

(Print) _____

Title _____

Subscribed and sworn to before me
this _____ day of _____,
20___.

Print Name:_____

Notary Public, _____ Judicial Circuit

State of _____

Doc. Description: _____
No. of Pages: _____
Notary Signature: _____
My Commission Expires: _____

_____
Print Name:_____
Notary Public,_____
State of _____

My Commission Expires: _____

APPENDIX B, ATTACHMENT 2

BID BOND

Bond No. _____

(This Bid Bond, fully executed, may be filed as a bid deposit in lieu of the deposit of legal tender, or certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, 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 or the National Credit Union Administration required by Section 102-6, Hawaii Revised Statutes.)

KNOW ALL BY THESE PRESENTS: That we, _____ _____, hereinafter called the "Principal," and _____ _____, a corporation duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Hawaii, as Surety, are held and firmly bound unto the State of Hawaii, and its successors and assigns, hereinafter called the "Obligee," in the sum of _____ DOLLARS ($_____), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, as the case may be, jointly and severally, and firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid Proposal, dated _____ 20___, for a Concession Agreement with said Obligee to operate and maintain the On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport within the State of Hawaii (hereafter the "Concession").

NOW, THEREFORE, if the aforesaid Principal shall not withdraw its Bid proposal for a period of ninety (90) calendar days after the opening of bid proposals, and if awarded the Concession Agreement upon said Bid proposal, shall enter into the Concession Agreement with said Obligee within ten (10) business days after the Principal has received the Concession Agreement for execution and shall contemporaneously therewith or prior to the execution of such Concession Agreement, give to said Obligee the performance security (Concession Bond) in the form and amount as prescribed and set forth in the "Instructions to Bidders" with respect to and forming a part of said Concession Agreement, and in all respects in conformity with such Instructions, then this obligation shall be null and void; otherwise the Principal and Surety shall pay unto the Obligee the sum of _____ _____DOLLARS ($_____), as and for damages sustained by the Obligee as a result of a failure on the part of the Principal to meet all of the obligations of the Principal contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed at _____, this _____ day of _____, 20___.

_____
(Principal)

By_____
Its

_____
(Surety)

By_____
Its Attorney-in-Fact

(ACKNOWLEDGMENTS)

APPENDIX C

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TO
CONCESSION AGREEMENT

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APPENDIX C

CONCESSION AGREEMENT
FOR THE ON-DEMAND AIRPORT-BASED SHUTTLE BUS
KAHULUI AIRPORT
KAHULUI, ISLAND OF MAUI
STATE OF HAWAII

This Concession Agreement made this _____ day of _____, 20___, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as the "STATE," and _____, whose business and post office address is _____
_____,
hereinafter referred to as the "CONCESSIONAIRE".

WITNESSETH:

WHEREAS, the STATE, pursuant to Chapters 171, 261 and 263 of the Hawaii Revised Statutes, is vested with control and jurisdiction over the operation of airports within the State of Hawaii; and

WHEREAS, the STATE operates said airports in the State of Hawaii, in part, to provide for the servicing of aircraft and the comfort, accommodation and convenience of air travelers; and

WHEREAS, the STATE has solicited bid proposals to exclusively operate the On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport in the State of Hawaii ("Concession"); and

WHEREAS, bid proposals were received from qualified bidders, which were carefully analyzed and fully reviewed, and the STATE determined that the Concessionaire was the high responsible bidder and awarded this Concession Agreement to operate the Concession (hereafter the "Concession Agreement") to the Concessionaire; and

WHEREAS, the Concessionaire desires to secure and enter into the Concession Agreement in accordance with the terms and conditions contained herein and undertake to provide adequate facilities and services of the type and character required by the STATE to meet the needs of air travelers, passengers and visitors at, and customers and users of, Kahului Airport; and

WHEREAS, the STATE desires to enter into this Concession Agreement to make available to passengers at Kahului Airport adequate on-demand airport-based shuttle bus services,

NOW, THEREFORE, the STATE and the Concessionaire, for and in consideration of the premises, and of the terms, covenants and conditions hereafter contained to be kept and performed by the STATE and the Concessionaire, respectively, DO HEREBY AGREE AS FOLLOWS:

ARTICLES SPECIFIC TO THE CONCESSION

ARTICLE I. DEFINITIONS

Unless the context indicates otherwise, as used herein the term:

A. "Administrator" means the Airports Administrator of the Airports Division, Department of Transportation, State of Hawaii, or the Administrator's designated representative.

B. "Airport" means the Kahului Airport, located at Kahului, County of Maui, Island of Maui, State of Hawaii, as shown on Exhibit A, dated January 2013, attached hereto and hereby made a part hereof.

C. "AVI" means Automatic Vehicle Identification system, an automated vehicle tracking system that indicates the number of trips made by ground transportation motor vehicles on Airport roadways and the time and date of each trip.

D. "Concession" means the exclusive right, privilege and obligation to use the Premises to operate and maintain a shuttle bus service originating from the Premises and providing service to locations outside of the airport as part of On-Demand Ground Transportation Service in accordance with the agreements, covenants, promises, provisions, requirements, restrictions, reservations, stipulations, terms, and conditions contained in this Concession Agreement.

E. "Concessionaire" means the bidder to whom the Concession Agreement is awarded and who enters into the Concession Agreement (Appendix C) with the STATE in accordance with bidder's Bid Proposal.

F. "Concessionaire's Agents" means all of the Concessionaire's officers, employees, agents, servants, contractors, suppliers, customers, guests, patrons and invitees.

G. "County" means the County of Maui, State of Hawaii.

H. "Delinquent Payment" means any payment of rent, service charges, fees or other charges payable by the Concessionaire to the STATE which is not paid when due.

I. "Director" means the Director of Transportation, State of Hawaii, or the Director's designated representative.

J. "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern: 1) that is at least fifty-one percent (51%) owned by one or more individuals who are socially and economically disadvantaged, or, in the case of a corporation, an entity in which at least fifty-one percent (51%) of the stock is owned by one or more such individuals; 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and 3) that is certified by STATE as a Disadvantaged Business Enterprise.

K. "DOH" means the State of Hawaii, Department of Health.

L. "Environmental Laws" mean all federal, state, and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, judicial and administrative orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the EPA or DOH.

M. "EPA" means the U.S. Environmental Protection Agency or its successor agency.

N. "FFE" means and includes, without limitation, any and all of the following: (a) trade fixtures, (b) office and business furnishings, (c) decorations, (d) equipment, (e) signs, (f) furniture, (g) draperies, (h) movable display cases and shelving, (i) movable appliances and drinking fountains, (j) communication (telephone, radio, telegraph) instruments and antenna, (k) window air conditioning units, (l) portable heaters, and (m) other similar articles or chattels not firmly or permanently affixed to, on or in the Premises, including the improvements thereon, purchased or installed by the Concessionaire.

O. "Ground Transportation Service" means the providing for hire of a motor vehicle at the Airport for the purpose of transporting the hirer of, or passenger and/or personal property in such motor vehicle.

P. "Hazardous Substance" means any chemical, substance, radioactive material, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by state or federal authority under any environmental law to be hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, fuels of any kind, and other materials or substances that are, or may in the future be, regulated by state or federal authorities.

Q. "HRS" means Hawaii Revised Statutes.

R. "Improvements" means any and all buildings, structures, attachments, fixtures, equipment and articles permanently affixed or firmly embedded or fastened to land, buildings or other structures at the Airport.

S. "Land Board" means the Board of Land and Natural Resources of the State of Hawaii, which shall approve any amendment to this Concession Agreement that adds space to the Premises.

T. "On-Demand Ground Transportation Service" means providing for hire of a motor vehicle, including rent-a-car vehicles, at any public airport, for the purpose of transporting the hirer of, or a passenger in, such motor vehicle and personal property where such hire or transportation was not contracted or arranged for by the hirer, passenger, or another on behalf of the hirer or passenger, in advance of the hirer's or passenger's arrival at the Premises.

U. "Prearranged Ground Transportation Service" defined in Section 19-20.1-55, Hawaii Administrative Rules, means providing for hire of a motor vehicle, including rent-a-car vehicles, at any public airport, for the purpose of transporting the hirer of, or a passenger in, such motor vehicle and personal property where such hire or transportation was contracted or arranged for by the hirer, passenger, or another on behalf of the hirer or passenger, in advance of the hirer or passenger's arrival at a public airport or, upon or after his/her arrival at the public airport, by communicating with an operator whose place of business is situated outside the public airport, for ground transportation services to be performed, at least in part, at the public airport.

Prearranged Ground Transportation Service as used herein also includes passenger transportation services, tours, and courtesy car services for customers and guests upon vehicles owned by the operators even if the services are provided gratuitously or may be an incidental part of another service.

Prearranged Ground Transportation Service as used herein does not include the right to solicit, offer, and provide ground transportation service for hire to any person other than to persons for which ground transportation services had been arranged in advance.

V. "Premises" means and includes all those areas described in Article III (Concession Premises) hereof which may be amended from time to time, which the STATE authorizes and makes available to the Concessionaire to use for purposes of this Concession.

W. "Shuttle Bus" means a motor vehicle that is no more than seven (7) years old at the commencement of the Concession Agreement and is capable of seating a minimum of seven (7) but not more than twenty-four (24) passengers and their baggage, excluding the driver.

X. "Shuttle Bus Service" means providing for hire by the public at the Airport a shuttle bus. The shuttle bus shall have a driver other than the hirer, for the purpose of transporting the hirer and incidental personal property to a fixed point or points of destination over a route or routes controllable by the driver.

Y. "Shuttle Bus Stand" means the area designated by the STATE for use by the Concessionaire for pickup or off-loading passengers.

Z. "Socially and Economically Disadvantaged Individual" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who the STATE finds to be a socially and economically disadvantaged individual on a case-by-case basis; or

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indian, Eskimo, Aleut, or Native Hawaiian;

(iv) "Asian-Pacific Americans," which includes persons whose origin are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;

(vi) Women; and,

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the U.S. Small Business Administration (SBA), at such time as the SBA designation becomes effective.

AA. "Solicit" means to advertise, ask, implore, plead for; to endeavor to obtain by asking; to importune; to seek actively, though silently; or to try to obtain.

BB. "STATE" means the State of Hawaii, by its Department of Transportation.

CC. "STATE's Agents" means the STATE's officers, employees, agents, servants, representatives, contractors, suppliers and guests.

DD. "TSA" means the U.S. Department of Homeland Security, Transportation Security Administration or its successor agency.

ARTICLE II. CONCESSION AGREEMENT DOCUMENTS

The Concession Agreement Documents covering the operation of the Concession at, on, from or involving the Premises and the construction and installation of improvements thereon shall consist of the following: (1) Notice to Bidders, (2) Instructions to Bidders, (3) Bid Intent Package, including the Notice of Intention to Bid, (4) the Bid Proposal Package, including the Bid Proposal, (5) the Concession Agreement, (6) the Concession Bond, and (7) all other appropriate attachments (hereafter collectively the "Concession Agreement").

ARTICLE III. CONCESSION PREMISES

The Concessionaire shall, upon payment of the required rents, fees and charges herein and the observance and performance of such further terms and conditions as are hereinafter provided, occupy and use the Premises during the term of this Concession Agreement to operate the Concession. The Premises are more particularly described hereafter and specific locations are identified. All Concession activities within the Premises must conform to the uses identified for that particular area of the Premises and cannot be adjusted, changed or altered without the STATE's prior written approval.

A. At the Commencement of the Concession Agreement ("Initial Allocation").

Dispatch, Office and Passenger Service Space. Baggage Claim Building No. 322, Space No. 124, containing an area of approximately 45 square feet as shown on Exhibit B dated January 2013, attached hereto.

B. Additional Space.

1. STATE's Requirement. The STATE may make available to the Concessionaire at the Airport additional spaces over and above the Initial Allocation under this Concession Agreement and require the Concessionaire to operate the Concession there from if the volume of air travelers, passengers, visitors, customers and users of the Airport, in the STATE's sole discretion, justifies the opening of the Concession at any spaces at the Airport over and above the Initial Allocation. The decision to make available additional Concession spaces shall be in the sole discretion of the STATE.

2. Rental Payable. The rent payable for any additional space upon which the Concessionaire is required to operate the Concession is set forth in Article VI (Concession Fee).

3. Concessionaire's Request. The Concessionaire may request the use of additional space at the Airport over and above the Initial Allocation under the Concession Agreement for operation of the Concession. The STATE may grant or deny the Concessionaire's request, in whole or in part, in the STATE's sole discretion.

4. Agreement Amendment. The Concessionaire shall not use any such additional space approved by the STATE unless and until an amendment to this Concession Agreement is signed by the STATE and the Concessionaire and properly approved by the Land Board. The rent for any additional space requested by the Concessionaire and approved by the STATE is set forth in Article VI (Concession Fee). Any space added to the Premises after commencement of the Concession Agreement (whether at the request of the STATE or the Concessionaire) under an amendment to the Concession Agreement signed by the STATE and the Concessionaire and approved by the Land Board shall become part of the Premises under this Concession Agreement.

5. Preparation Costs. The Concessionaire shall be solely responsible for all costs and expenses relating to the use and occupancy of any additional spaces over and above the Initial Allocation under the Concession Agreement, including, without limitation, all costs and expenses for readying and preparing such additional space for occupancy, and constructing and installing improvements, including any Concession Improvements and FFE, thereon.

C. Concession Limited to Premises. The Concessionaire shall conduct the Concession operations at the Airport solely and exclusively within the limits and confines of the Premises.

D. Space Adjustments.

1. Director's Discretion. The specific areas assigned or provided to the Concessionaire to conduct the Concession may be subject to change at the sole discretion of the Director to meet the requirements of the Airport, including, without limitation, airport operations, modification or expansion.

2. No Specific Space Guaranteed. The award of the Concession Agreement and the use of the Premises shall not mean the Concessionaire is guaranteed the right of occupancy or operation from any specific portion of the Premises for the entire term of the Concession Agreement. The STATE shall not be responsible and the Concessionaire shall have no claim against the STATE, for any costs or expenses incurred by the Concessionaire in relocating from any portion of the Premises. At any time during the term of this Concession Agreement, the STATE may, by letter setting forth the reasons, require the Concessionaire to surrender any portion of the Premises. Should the STATE require such surrender, the STATE will use its best efforts to provide the Concessionaire with substantially equivalent substitute space provided, however, that the Concessionaire acknowledges and agrees that there may be a net reduction in the area of the Premises.

3. Changes to the Airport.

a. STATE's Right. At any time and from time to time, the STATE may, without the consent of the Concessionaire, and without affecting the Concessionaire's obligations under this Concession Agreement, at the STATE's sole discretion, do the following:

(1) Changes. Change the shape, size, location, number and extent of the improvements on any portion of the Airport, including, without limitation, the concourses, piers, boarding areas, concession areas and security areas located in the terminal buildings;

(2) Additional Stories. Build additional stories above or below buildings and structures at the Airport;

(3) Public Entrances. Eliminate or relocate public entrances to the Premises so long as there is at all times one public entrance to the Premises;

(4) Parking. Construct multi-level, elevated or subterranean parking facilities; and

(5) Expansion. Expand, change, alter or contract the Airport, including redefining the boundaries of the Airport so as to include additional lands within the Airport or excluding lands from the Airport or both.

b. No STATE Warranties. The Concessionaire acknowledges and agrees that the STATE has made no representations, warranties, or covenants to the Concessionaire regarding the design, construction, repair, renovation, pedestrian traffic or views of or at the Airport, the Premises or location of other services offered to patrons of the Airport. Without limiting the generality of the foregoing, the Concessionaire acknowledges and agrees that (i) the Airport may from time to time hereafter undergo, renovation, construction and modification and (ii) the STATE may from time to time adopt rules and regulations relating to security and other operational concerns that may affect the Concessionaire's operation of the Concession and the volume, flow, and direction of pedestrian or vehicle traffic.

c. Concessionaire's Acknowledgment. The Concessionaire acknowledges that such construction, renovation and modification at the Airport might involve barricading, materials storage, noise, the presence of workers and equipment, rearrangement, utility interruptions and other inconveniences normally associated with construction, renovation and modification.

d. Concessionaire's Release. The Concessionaire hereby releases and discharges the STATE, its successors and assigns, of and from any and all claims, demands, causes of action, liabilities, losses, damages, costs and expenses, which the Concessionaire may now or at any time hereafter have against the STATE arising or alleged to arise out of any of the changes to the Airport described in Article III.D.3.a. (STATE's Right), Article III.D.3.b. (No

(No1STATE Warranties), and Article III.D.3.c. (Concessionaire's Acknowledgment), including, without limitation, any Airport improvement project and any of the following resulting in changes, alterations, adjustments, amendments or revisions in, of, at or to any portion of the Airport: (1) design or redesign, (2) construction, (3) repair, (4) renovation, (5) removal or demolition, (6) pedestrian or vehicle traffic routing through any part of the Airport, or (7) views, view planes or view corridors of or at the Airport or the Premises.

e. No Relief. The Concessionaire shall have no claim for any rebate or adjustment of the Concession Fees including any rebate or relief from any of its minimum guaranteed fee payment obligations under this Concession Agreement except for that set forth in Article VI.H. (Partial Relief from Obligation) and Article VI.I. (Relief Due to Economic Emergency) for any change (including decreases in sales revenue and volume) that may arise from or be attributable to any of the changes to the Airport set forth in Article III.D.3.a. (STATE's Right), Article III.D.3.b. (No STATE Warranties), Article III.D.3.c. (Concessionaire's Acknowledgment), and Article III.D.3.d. (Concessionaire's Release), including those changes resulting from a significant decrease in the number or volume, flow, or direction of potential customers and other pedestrian traffic by or to the Premises.

ARTICLE IV. CONCESSION TERM

A. Five-Year Term. The term of this Concession Agreement shall commence at 12:01 a.m. on August 1, 2013 and expire at 12:00 midnight on July 31, 2018, unless (l) sooner terminated pursuant to Articles XX (Termination by STATE) or XXIII (Termination by Concessionaire), or (2) extended in accordance with the holdover provision set forth hereof.

B. Holdover.

1. STATE's Decision. The STATE may, but shall not be obligated to, permit the Concessionaire to holdover on or at the Premises beyond the expiration of this Concession Agreement, subject to the terms and conditions set forth herein. In making its decision on whether to permit such a holdover, the STATE shall consider any circumstances impacting thereon, including, without limitation: (l) the benefits and costs to the STATE of permitting such a holdover, (2) conditions under which a delay in placing the Concession out to bid could result in greater revenue to the STATE, (3) the potential revenue loss resulting from a gap in the provision of the Concession services, (4) renovations of the Airport terminal complexes affecting the Concession, and (5) the potential disruption and adverse impact on the STATE's overall concession program at the Airport. The STATE will notify the Concessionaire in writing of the STATE's offer of a holdover tenancy. Within thirty (30) days of receipt of the STATE's notice, the Concessionaire shall notify the STATE in writing as to the Concessionaire's acceptance of said holdover tenancy. If the Concessionaire fails to so notify the STATE in writing within said thirty (30)-day period, the Concessionaire shall be deemed to have rejected the STATE's offer of holdover tenancy.

2. Holdover Time Period. The STATE, in its sole discretion, may permit the Concessionaire to hold over and operate from, at and upon the Premises, in accordance with this Article IV (Concession Term), for a period of time not to exceed, July 31, 2019.

3. Holdover Terms.

a. Month-to-Month Tenancy. If the STATE permits the Concessionaire to holdover on or at the Premises, such a holding over shall not be deemed a renewal or extension of the Concession Agreement, but shall create a month-to-month tenancy on the same terms and conditions of the Concession Agreement in effect immediately prior to the commencement of the holding over (hereafter the "Holdover start"), unless modified as deemed necessary by the STATE. Such modifications may include, but are not limited to, the Concessionaire's obligation to (1) pay to the STATE the rents, fees and charges in effect at the Holdover start, (2) furnish a sufficient Concession bond and adequate insurance coverage in accordance with the terms of the Concession Agreement in effect at the Holdover start and (3) provide defense, indemnity and liability protection to the STATE as required by the terms of the Concession Agreement in effect at the Holdover start.

b. Modifications. The STATE may upon thirty (30) days prior written notice, after the Holdover start, increase or otherwise amend the rents, charges and fees payable by the Concessionaire to the STATE. The Concessionaire's obligation to furnish a sufficient Concession bond and adequate insurance coverage shall continue and extend no less than one year from the Holdover start and shall be renewed in the same manner, if deemed necessary by the STATE, upon expiration of such one-year period.

ARTICLE V. USE OF CONCESSION PREMISES

A. Authorized Use. Concessionaire shall, in general, have the exclusive right, privilege and obligation to use the Premises for the operation of the Concession, including sales, customer service, dispatching vehicles and passenger pick-up and drop-off.

B. Prohibited Acts, Services and Uses. Concessionaire shall not perform any service nor use the Premises, or any portion thereof, for any purpose not enumerated in the preceding Article V.A. (Authorized Use) hereof, or not authorized pursuant thereto.

In addition to the foregoing, the Concessionaire shall not use the Premises or any portion thereof, or permit any of the same to be used by any of the Concessionaire's agents for any of the following:

1. No Illegality. For any illegal purpose.

2. No Nuisance. To do any act which results or may result in the creation or commission or maintenance of a nuisance on the Premises. The Concessionaire shall also not cause or produce or permit to be caused or produced upon the Premises, or to emanate therefrom, any offensive sounds, or any noxious or objectionable smoke, gases, vapors, or odors.

3. No Lodging. For lodging or sleeping purposes.

4. No Interference. For anything which may interfere with either the effectiveness of or access to utility systems, air conditioning systems, elevators or escalators (including facilities, structures, lines, equipment, conduits, and appurtenances, connected or appurtenant thereto) in or adjacent to the Premises; or which may interfere with the free access and passage in and to the Premises or public areas adjacent thereto, or in the streets or sidewalks adjoining the Premises.

5. No Overload. To overload any floor on the Premises or place loads upon the floor, walls or ceiling which endanger the structure or obstruct the sidewalk, passageways, stairways, elevators, or escalators in front of, within or adjacent to the Premises and the terminal buildings in which the Premises are located.

6. No Effect on Insurance. To do or permit the doing of any act or thing upon the Premises which will either increase the premium rate of, be contrary to, or invalidate any fire, casualty, or liability insurance policies either required herein or carried by the STATE, covering the Premises or the buildings in which the same are located. (The Concessionaire shall, in connection herewith, obey, observe and adhere to any and all present and future rules, regulations, orders and decisions issued by the STATE or any governmental authority pursuant thereto, and the requirements and directions of fire or other underwriters on the applicable policies of the STATE and the Concessionaire, which may pertain or apply to the operation of the Concession upon the Premises.)

7. No Vending Machines. To install, maintain or operate or permit the installation, maintenance or operation, of any coin, token, or credit card-operated vending machine or device for the purpose of vending or providing any product or service (and for the purposes hereof, amusement or entertainment shall be deemed a service) upon any portion of the Premises or the Airport without the prior written approval of the STATE.

8. No Deceptive Promotion. To engage in any deceptive promotional, sales or advertising practice which would mislead or otherwise provide any customer with an indication of an opportunity which is not as indicated or which significantly overvalues the service being sold.

9. Promotional Medium Restriction. Use any advertising or promotional medium that may be seen, heard or otherwise experienced outside the Premises (such as searchlights, barkers or loudspeakers).

10. No Handbills. Distribute handbills or circulars to patrons of the Airport or to vehicles in the parking lots of the Airport, or engage in any other advertising in the Airport (except as may specifically permitted under this Concession Agreement).

11. No Recruitment. Engage in any activity on the Airport outside the Premises for the recruitment or solicitation of business.

12. No Injury to Reputation. Do or permit to be done anything in any way tending to injure the reputation of the STATE or the Airport or the appearance of the Airport. The Concessionaire shall not, without the prior written consent of the STATE, reference the STATE or the Airport for any purpose other than the address of the business to be conducted by the Concessionaire in the Premises, nor will the Concessionaire do or permit anything in connection with the Concessionaire's business or advertising which in the judgment of the STATE may reflect unfavorably on the STATE or the Airport, or confuse or mislead the public as to the relationship between the STATE and the Concessionaire.

13. No Alcoholic Beverages. Consumption of alcoholic beverages.

C. Exclusive Use of Premises. As long as the Concessionaire is not in default hereunder, the Concessionaire shall have the exclusive right, privilege and obligation to use the Premises described in Article III (Concession Premises), solely for the purpose prescribed and set forth in Article V.A. (Authorized Use), and shall not use the Premises, or any portion thereof, for any other purpose during the term of this Concession Agreement. Any clarification or further determination of the uses allowed under this Concession Agreement shall be at the sole discretion of the STATE.

D. Abandonment and Non-Use of Premises. If the Concessionaire fails to properly use any part or portion of the Premises described in Article III (Concession Premises) for the purpose prescribed and set forth in Article V.A. (Authorized Use), and such failure shall continue for a period of more than thirty (30) consecutive days after delivery by the STATE of a written notice of such abandonment and non-use by personal service, registered mail, or certified mail to the Concessionaire, the Concessionaire shall be deemed to have abandoned that part or portion of the Premises, and the Concessionaire shall return to the STATE, upon demand, such part or portion of the Premises deemed so abandoned, and release and relinquish any and all of the Concessionaire's rights relating thereto, all without any reduction in fees, or any other compensation from the STATE.

ARTICLE VI. CONCESSION FEE

A. Amounts. The Concessionaire shall pay to the STATE, without notice or demand, as and for the use of the Premises and for the privilege of operating the Concession at the Airport, for and during the term of this Concession Agreement, free from any and all claims, deductions, or set offs against the STATE, and at such times and in such manner as hereinafter provided:

1. Annual Concession Fee. The total Annual Concession Fee shall be the greater of the following:

a. Minimum Annual Guaranteed Fee. The minimum annual guaranteed fee (hereafter the "MAG") for the first year of the term of this Concession

Agreement, as set forth in the Concessionaire's Bid Proposal, and the MAG for each succeeding agreement year shall be 85% of the actual annual fee paid and payable to the STATE (either MAG or percentage) for the preceding year; or

b. Percentage Fee. For each year of the term of this Concession Agreement, the percentage fee shall be ten percent (10%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the operation of the Concession.

2. Space Rents. A portion of the Annual Concession Fee shall be allocated and attributed to the use of space made available to the Concessionaire under this Agreement.

a. Initial Allocation. The STATE shall assess the Concessionaire for the use of the initial allocation made available to the Concessionaire at the commencement of this Agreement out of the Annual Concession Fee payable by the Concessionaire to the STATE hereunder. The STATE plans to determine the rent for the use of all such space according to the following space rent rates: (1) passenger service, dispatch and office space at $42.00 per square foot per annum. The current estimated annual space rent for the space at the Airport made available to the Concessionaire under this Agreement, at the applicable rate, is about $1,890.00.

b. Additional Space. The Concessionaire shall pay to the State, in addition to the Annual Concession Fee, the annual sum of the space rents for additional Concession spaces requested by the Concessionaire and approved by the STATE, based on the applicable rental rates set forth in Article VI.A.2.a. (Initial Allocation) above, excluding those additional Concession spaces from or on which the STATE required the Concessionaire to operate the Concession, as prescribed in Article III (Concession Premises) herein.

3. Other Modes of Transportation. All fees and other payments required of the Concessionaire by this Concession Agreement shall be paid by the Concessionaire, without diminution or abatement, regardless of the existence or creation of any mode of transportation which serves the general public, whether or not such service is operated by public, quasi-public, and/or private bodies, and whether or not such service includes the Airport. Further, the Concessionaire hereby waives any and all rights, present or future, that it may possess against any public, quasi-public, and/or private bodies, including the STATE, because of the existence or creation of said mode of transportation.

B. Gross Receipts Defined. "Gross receipts" shall include all receipts, whether by coin or currency, on account, by check or credit card, derived or received by the Concessionaire as a result of its operation of the Concession and shall include all other receipts from or incidental to any business conducted through the use of the Premises or which is a part of, related to, or connected with, the Concessionaire's operation of the Concession, regardless of whether or not the transactions resulting in the receipts involved any entity related to the Concessionaire.

1. Exclusions. "Gross receipts" excludes:

a. Sales Taxes. Any and all retail sales taxes, excise taxes, or related direct taxes upon the consumer and collected by the Concessionaire on such sales.

b. Gratuities. Customer gratuities paid or given to the Concessionaire's employees.

c. Uniforms. Gross receipts from uniform or clothing sales (at the Concessionaire's cost) to the Concessionaire's employees where such uniforms or clothing are required to be worn at work by such employees.

2. No Kickbacks. The Concessionaire shall not be credited with nor allowed to have any reduction in the amount of the gross receipts, as hereinabove defined, which results from any arrangements for a rebate, kickback, or hidden credits given or allowed to any customer.

C. Additional Space. If the Concessionaire requests and the STATE agrees to make available additional space over and above the Initial Allocation under the Concession Agreement, the Concessionaire shall pay rental for such additional space as follows:

1. Floor Rent. Floor rent equal to the square footage of additional space multiplied by the rates and charges applicable to such additional space as set forth in Article VI.A.2.a. (Initial Allocation).

2. Gross Receipts. The gross receipts received or realized by the Concessionaire from or otherwise attributable to such additional space shall be included in the percentage fee obligation payable by the Concessionaire to the STATE under the Concession Agreement.

D. Business Practices and Records. In connection with the fee obligation of the Concessionaire, the Concessionaire hereby agrees to the following:

1. Promote Business. The Concessionaire shall use its best efforts in every proper manner to maintain, develop, promote, market, and increase the Concession business conducted by the Concessionaire hereunder.

2. No Diversion. The Concessionaire shall not divert or cause to be diverted, any business which would reduce revenues to the Concession and the STATE.

3. All Sales Recorded. The Concessionaire shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions, whether for cash or credit. The Concessionaire shall issue to each customer a receipt or sales slip for each transaction, which transaction must be recorded on serially numbered receipts or sales slips.

4. Storage Obligation. The Concessionaire shall prepare and keep during the term of this Concession Agreement and for a period of not less than three (3) years following the end of the final year of the term of this Concession Agreement, including any holdover period, adequate records which shall show all receipts from the Concessionaire's operation of the Concession and daily receipts from all sales and other transactions by or involving the Concessionaire and any other persons conducting Concession business at, upon, or from the Premises and other areas of the Airport. The Concessionaire further agrees to keep in storage on the Island of Maui, State of Hawaii, for the entire term of this Concession Agreement and the subsequent three-year time period required herein, all pertinent original sales records, serially numbered sales slips and such other sales records as would normally be examined by a licensed independent certified public accountant pursuant to accepted auditing standards in performing an audit of the Concessionaire's sales and gross receipts.

5. Reports.

a. Monthly Report Deadline. Submit to the STATE on or before the 20th day of each and every month following each month of the term of this Concession Agreement, including the 20th day of the month following the end of said Agreement term by expiration or sooner termination, at the place fixed for fee payment, a written statement using forms prescribed or approved by the Director, to be certified as correct by the Concessionaire, or by a person duly authorized by the Concessionaire to so certify, showing in accurate detail the: (1) number of passengers each day, (2) destination for each passenger, (3) the time each passenger requested service, (4) the time the service was provided, (5) amount charged each passenger, (6) total number of passengers, and (7) amount of gross receipts for the preceding month.

b. Annual Report Deadline. The Concessionaire shall further submit to the STATE, at its sole cost and expense, on or before the 60th day following the end of each agreement year during the term of this Concession Agreement, and including within 60 days following the expiration or earlier termination of this Agreement, at the place fixed for fee payment, an audited report containing an opinion, prepared and attested to by an independent certified public accounting firm. The audited report shall include Concessionaire's and if applicable, Subtenants': (1) separate monthly Gross Revenues and Percentage Fees paid to the STATE under this Agreement, (2) passenger counts and (3) passenger destinations. The report shall be prepared in accordance with Generally Accepted Auditing Standards. There shall be no changes or deviations to this report requirement hereunder unless a written request is submitted and the Concessionaire obtains a prior written approval by the STATE.

c. Disadvantaged Business Enterprise (DBE) Monthly Reports. Although there is no DBE goal requirement for this Concession; the Concessionaire still agrees to use good faith efforts to provide for meaningful participation by a DBE(s) in the performance of this Agreement. If Concessionaire is not a certified DBE, but procures, purchases, or enters into contracts with certified DBEs for the provision of goods and services relating to the operation and maintenance of the Concession, or the Premises at the Airport, the Concessionaire shall submit to the STATE on or before the twentieth (20th) calendar day of each and every

month following the preceding month throughout the term of this Agreement, including the twentieth (20th) consecutive calendar day of the month following the end of the Agreement whether by expiration or sooner termination, an itemized statement or report listing the following specific information:

(1) the names of all DBE vendors, suppliers, providers or contractors of goods or services;

(2) the dates of the billings, invoices, or bills of sale;

(3) detailed descriptions of the goods or services furnished or provided to Concessionaire by DBEs; and

(4) the value or consideration paid by Concessionaire to each DBE for such goods and/or services.

d. Form and Style. The statements referred to herein shall be in such form (e.g., no larger than 11" x 17" in size) and style and contain such details and breakdowns as STATE may require.

e. STATE's Right to Prepare. Without prejudice to any remedies herein provided for default, if the Concessionaire shall fail to promptly furnish any such monthly or annual report or licensed independent certified public accountant's annual audit report, STATE may have such report prepared on the Concessionaire's behalf by a licensed independent certified public accountant to be selected by the STATE, at the sole expense of the Concessionaire. The Concessionaire shall furnish to such accountant all records requested for the purpose of preparing such reports, and the Concessionaire shall pay to the STATE all expenses incurred by the STATE in securing such reports.

f. Estimate of Gross Receipts. The STATE may make assessments upon the Concessionaire by recourse to such procedures selected by the STATE which would produce a reasonable gross receipts expectation upon which percentage fees may be computed. In the event that records have not been prepared and kept in accordance with the provisions set forth herein, the STATE shall, in addition to all other payments required herein, including any percentage fees based on a reasonable amount of gross receipts estimated by the STATE, be entitled to demand and receive from the Concessionaire an additional payment of ten percent (10%) of the aggregate of: (a) the applicable Minimum Monthly Guaranteed Fee; and (b) the applicable Monthly Percentage Fees.

6. Audited Financial Statements. A complete set of the Concessionaire's entire detailed Audited Financial Statements, including, without limitation, Independent Auditor's Report, Balance Sheet, Statement of Revenues, Expenses and Changes in Retained Earnings, Statement of Cash Flows, Notes to the Financial Statements, and all Supplementary Information, prepared by a licensed independent certified public accountant is hereinafter collectively referred to as "Concessionaire's financial statements." The STATE may request the

Concessionaire submit the Concessionaire's financial statements to the STATE if any of the following events occur:

a. the Concessionaire's request for the STATE's consent to an assignment; or,

b. the Concessionaire's request involves any type or claim of financial hardship or distress or any type of financial relief under the Concession Agreement, such as rent or other type of financial relief; or,

c. the Concessionaire's request for any change to the terms of the Concession Agreement (assuming such change is permissible) which, in the STATE's discretion, may have a significant financial impact on Concession operations; or,

d. the Concessionaire's submission of a financial, or other type of monetary claim under or pursuant to the Concession Agreement; or,

e. the STATE reasonably believes (based on the STATE's written findings) that the submission of Concessionaire's financial statements is necessary to effectively assess and monitor Concession operations.

If the STATE evaluates any claims by the Concessionaire of financial hardship or distress or requests by the Concessionaire for financial relief under the Concession Agreement, the STATE may, if it deems necessary after reviewing Concessionaire's financial statements and any other financial information submitted by the Concessionaire, require the Concessionaire to: (i) post additional security in the form of additional surety bonds; or (ii) increase the amount of the Concession Performance Bond (as defined herein). If the STATE determines that the Concessionaire should provide the STATE with additional security regarding the Concessionaire's ability to fully perform its obligations under the Concession Agreement, the Concessionaire shall provide such additional security, such as separate and additional surety bonds or a Concession Performance Bond with increased dollar coverage, within five (5) business days after receiving the STATE's written notice.

7. Other Reports. In addition to the Concessionaire's financial statements required to be submitted pursuant to Article VI.D.6. (Audited Financial Statements) of the Concession Agreement, the STATE may request and the Concessionaire shall submit to the STATE such other financial and statistical statements, reports, and analyses, to be prepared by a licensed independent certified public accountant (if requested by the STATE), as the STATE may deem necessary and in the STATE's sole discretion, to adequately reflect and explain the Concessionaire's financial position and results, in such form and detail as the STATE may reasonably direct. The Concessionaire's financial statements and such other financial and statistical statements, reports and analysis as the Concessionaire may be required to submit hereunder shall not be prepared and submitted on a condensed or similar summary basis. The Concessionaire's submission of a condensed statement of assets, liabilities, and partners capital (regardless of whether or not the same was submitted as part of the Concessionaire's federal or

state tax return filings) shall not be sufficient to satisfy the Concessionaire's obligations hereunder.

8. Financial Records Inspection.

a. Access to Records. The Concessionaire hereby grants unto the STATE, at all reasonable times, access to all of the following created, kept, maintained, updated, and prepared by or on behalf of the Concessionaire relating to the Concession, including operations on the Premises: books, ledgers, journals, accounts, records, reports, files, and all information created, processed, maintained, or stored electronically (such as on computer disks, files, software, hardware, and hard drives), including gross income tax reports and records showing daily sales, and all other financial, sales, gross receipts, cost and expense, capital expenditure, and depreciation and amortization, and accounting information, together with all pertinent Concession operations information (hereinafter referred to collectively as the "Records").

b. Right to Audit. The Concessionaire shall ensure that the STATE receives a written response to the STATE's request to audit all or any portion of the Concessionaire's financial statements or the Concessionaire's Records within forty-eight (48) hours of the Concessionaire's receipt of the STATE's request. At any reasonable time thereafter, not to exceed five (5) days, the Concessionaire will permit a complete audit to be made by the STATE's accountant or by a certified public accountant retained by the STATE, of the Concessionaire's entire business affairs relating to the Concession business conducted on, at, from, related to or connected with the Premises for the term of the Concession Agreement, including, without limitation, the Concessionaire's financial statements and the Records. All of the Concessionaire's financial statements and the Records shall be available for inspection by the STATE and any auditor or accountant retained by the STATE on the Island of Maui, State of Hawaii.

c. Concessionaire Shall Cooperate. The Concessionaire will cooperate fully in the making of any inspection, examination, or audit and provide copies to the STATE of the Records as may be requested or needed by the STATE, at the Concessionaire's sole cost and expense.

d. Failure to Comply. If the Concessionaire fails to fully and promptly by the deadlines required hereunder, comply with and satisfy the Concessionaire's obligations hereunder, including furnishing the copies of the Concessionaire's financial statements and the Records requested by the STATE or the STATE's auditor or accountant, the Concessionaire shall be deemed in default of this Concession Agreement and the STATE shall have the right to assess additional charges against the Concessionaire pursuant to Article VI.G. (Additional Charges) and/or terminate the Concession Agreement under Article XX (Termination by STATE).

e. Auditing Standards. It is agreed that examinations of the Records will be conducted in accordance with generally accepted auditing standards applicable in the

circumstances and that as such, said examinations do not require a detailed audit of all transactions. Testing and sampling methods may be used in verifying reports submitted by the Concessionaire and deficiencies ascertained by applying percentages of error obtained from such testing and sampling to the entire period of reporting under examination will be binding upon the Concessionaire.

f. Audit Cost Reimbursement. If such audit by the STATE's accountant or licensed independent certified public accountant retained by the STATE shall disclose that fees have been underpaid by two percent (2%) or more for any period under examination, the STATE shall, in addition to the remedies provided in Article VI.D.5. (Reports) herein, be entitled to reimbursement of all costs and expenses incurred in completing any such audit, in addition to any deficiency (together with applicable interest, service charge and other charges) revealed or disclosed.

g. Additional Remedy. If such audit by the STATE's accountant or licensed independent certified public accountant shall disclose that the fees have been underpaid by five percent (5%) or more for the period under examination, the STATE shall have the right, in addition to all other rights the STATE may have under this Concession Agreement, upon ten (10) days' advance written notice to the Concessionaire, to terminate this Concession Agreement.

E. Time of Payment.

1. MAG. The MAG and, if any, additional floor rent, required herein shall be paid monthly, in advance, but not more than one year in advance, on the first day of each month. The first MAG payment shall be on August 1, 2013.

2. Percentage Fee. On or before the twentieth (20th) day of each month during the term of this Concession Agreement, including the twentieth (20th) day of the month following the end of said Agreement term by expiration or sooner termination, the Concessionaire shall pay to the STATE the amount, if any, by which the percentage fee required for the preceding month exceeds the amount of the MAG for said month.

3. Adjustments. The monthly payments of the Concessionaire for the MAG and percentage fee shall be subject to readjustments at the end of each year in order that at the end of each and every year during the term of this Concession Agreement, the Concessionaire shall have paid to the STATE that amount based upon either the percentage of annual gross receipts or upon the MAG, whichever is greater.

F. General Payment Provisions.

1. Place of Payment. All payments of money required to be made by the Concessionaire to the STATE hereunder shall be made when due in legal tender of the United States of America at the STATE's office at the Airport, or at such other place as the STATE may designate in writing.

2. Late Payment. Any delinquent payment shall bear interest at the rate of twelve per cent (12%) per annum, which interest shall be paid by the Concessionaire in addition to such amount. Without prejudice to any other remedy available to the STATE, the Concessionaire agrees without further notice or demand, to pay interest at the rate of twelve percent (12%) per annum on each delinquent payment.

3. Accrued Fees. The termination of this Concession Agreement by the lapse of time, or otherwise, shall not relieve the Concessionaire of its obligation to pay any and all fees, rents, interest, service charges, or other charges or amounts accrued during a period in which the Concession Agreement is or was in effect, and which are unpaid at the time of any such termination.

4. Pro Rata Payment. If this Concession Agreement terminates without fault of the Concessionaire on any day other than the last day of any calendar month, the applicable fees, rents and charges for said month shall be paid pro rata in the same proportion that the number of days the Concession Agreement is in effect for that month bears to the number of days in that month.

G. Additional Charges. In addition to the right of the STATE to charge and collect upon demand additional rent, fees and charges as provided in this Concession Agreement or to terminate this Concession Agreement pursuant to Article XX (Termination by State) herein, the STATE may levy on and collect from the Concessionaire a charge of TWO HUNDRED-FIFTY AND NO/100 DOLLARS ($250.00) per day for each day the Concessionaire is in violation of any of the terms of this Concession Agreement; provided that there shall be no levy unless the violation continues beyond the period specified in Article XX (Termination by State) for remedial action; and provided further that separate charges may be levied for violations of separate provisions even though the violations may be concurrent. Payment of the additional charges shall be due on demand from the STATE.

H. Partial Relief from Obligation. Based on §102-10, HRS, if during the term of this Concession Agreement, there has been a reduction of fifteen percent (15%) or more in the volume of business at the Premises of the Concessionaire for a period of sixty days or more, computed on the average monthly gross receipts for the eighteen months just prior to the period or as long as the Concessionaire has been in the business under this Concession Agreement, whichever period is shorter, and such reduction, as determined by the STATE, is caused by construction work conducted by the STATE during the period of time on, within or contiguous to the Premises, with the approval of the Governor, the STATE may modify any of the terms of this Concession Agreement, including the agreed upon fee, for a period which will allow the Concessionaire to recoup the amount lost by such reduction, provided further that this provision shall not apply to this Concession Agreement if the application thereto may impair any contractual obligations with bondholders of the STATE, the State of Hawaii, or with any other parties. If §102-10, HRS, is revised or amended, the provisions contained in this Article VI.H. (Partial Relief from Obligation) will be revised or amended to conform to such changes to §102-10, HRS. If the Concessionaire elects to receive or receives the relief described in this

Article VI.H. (Partial Relief from Obligation), the Concessionaire shall not be entitled to combine this relief with any other relief allowed under this Concession Agreement, including Article VI.I. (Relief Due to Economic Emergency) below.

I. Relief Due to Economic Emergency

1. Conditions of Relief. In the event of an "economic emergency," the STATE may, in its sole discretion, grant financial relief to the Concessionaire, in amounts to be determined by the STATE, in its sole discretion. An "economic emergency" is an event that satisfies at least the following conditions:

a. The Concessionaire suffers a 15% reduction in gross receipts for a period of sixty (60) days or more, computed on the Concessionaire's average monthly gross receipts for the eighteen (18) months just prior to the date from which the Concessionaire requests relief or as long as the Concessionaire has been in business under this Concession Agreement, whichever period is shorter, provided that the Director may waive this requirement if, in the Director's sole discretion, the Director determines that it is likely that the Concessionaire will suffer the required 15% reduction in gross receipts; and

b. either of the following two conditions:

(1) The occurrence of an event that is sudden, extraordinary, and generates relatively immediate severe adverse economic impacts for the State of Hawaii, as determined by the Director of Transportation, in the Director's sole discretion, including, without limitation, the force majeure events described in this Concession Agreement, and events such as a natural disaster, civil defense emergency (as determined by the Governor pursuant to Chapter 128, HRS), or acts of terrorism similar to the events of September 11, 2001 (hereafter the "Sudden Event"); or

(2) The Director of Transportation finds that from and after the date the Concessionaire requests relief, there has been a significant decrease in airline passenger arrivals (hereafter "deplanements") from the airport of twenty per cent (20%) or more for a period of sixty (60) consecutive days or more, computed on the airport's average monthly deplanements for the eighteen (18) months just prior to the date from which the Concessionaire requests financial relief.

2. Concessionaire's Financial Hardship Claim. Concessionaire must submit a written request for fee relief to STATE claiming financial hardship or distress and make available to the STATE such financial information as may be required by STATE pursuant to Article VI.D.6. (Audited Financial Statements) and Article VI.D.7. (Other Reports) herein.

3. STATE Determines Amount and Extent of Relief. The STATE may, if it deems necessary after reviewing the Concessionaire's financial statements and any other financial information submitted by the Concessionaire, modify the financial terms of this Concession Agreement, at the STATE's sole discretion, including, without limitation, waiving a

proportionate monthly amount of the minimum annual guarantee in the applicable agreement year during which the Sudden Event occurs until (a) the decrease in passenger deplanements from the airport is cumulatively less than twenty per cent (20%) as compared to the same time of the previous year for at least sixty (60) consecutive days or (b) the decrease in the Concessionaire's gross receipts is cumulatively less than fifteen per cent (15%) as compared to the same time of the previous year for at least sixty (60) consecutive days.

4. STATE May Terminate Relief at Anytime. The STATE may at anytime, at the STATE's sole discretion: (a) terminate any financial relief granted by the STATE to the Concessionaire, (b) cancel and revoke any terms under which such financial relief was granted, and (c) reinstate the applicable financial terms under this Agreement that were in effect immediately prior to the granting of financial relief by the STATE to the Concessionaire.

5. STATE May Impose Additional Conditions in Granting Relief. In granting any financial relief to the Concessionaire, the STATE may impose such other requirements the STATE deems necessary, including, without limitation, additional reporting requirements to ensure that the STATE is able to timely monitor and assess the Concessionaire's receipt of gross receipts and the Concessionaire's financial condition.

6. No Impairment. This provision shall not apply to this Concession Agreement if the application thereto may impair any of the STATE's contractual obligations to bondholders of the STATE or the State of Hawaii, or to any other entities. This determination shall be made by the STATE, in the STATE's sole discretion.

ARTICLE VII. CONCESSION IMPROVEMENTS

A. Acceptance of Premises.

1. Initial Allocation. The Concessionaire has examined and knows of the condition of the Premises and agrees that the Concessionaire is accepting the Premises on an "As Is With All Faults" basis, in its existing form, content and state of condition. The Concessionaire further agrees that the STATE shall not be liable for any latent, patent or other defects in, on or under the Premises, including pre-existing improvements, fixtures and appurtenances thereto. The taking possession of the Premises and all that may be part thereof by the Concessionaire shall be conclusive evidence as against the Concessionaire that the Premises were in good and satisfactory condition when the Concessionaire took possession of the same. The Concessionaire agrees that the Concessionaire is not relying on any representations or warranties of any kind whatsoever, express or implied, from the STATE or the STATE's agents, as to any matters concerning the Premises, including, without limitation:

a. Physical Condition. The quality, nature, adequacy, and physical condition and aspects of the Premises, including landscaping and utility systems.

b. Soils. The quality, nature, adequacy and physical condition of soils, geology and any groundwater.

c. Utilities. The existence, quality, nature, adequacy and physical condition of utilities serving the Premises.

d. Development Potential. The development potential of the Premises and the use, habitability, merchantability, or fitness, suitability, value or adequacy of the Premises for any particular purpose.

e. Zoning. The zoning or other legal status of the Premises or any other public or private restrictions on the use of the Premises.

f. Compliance. The compliance of the Premises or its operation with any applicable codes, laws, statutes, rules, regulations, ordinances, covenants, conditions and restrictions of any governmental, or quasi-governmental entity or of any other person or entity.

g. Hazardous Substances. The presence of Hazardous Substances (as defined in this Concession Agreement) on, under, or about the Premises or the adjoining or neighboring Airport properties.

h. Quality of Labor. The quality of labor and materials used in any improvements on Airport property.

i. Title. The condition of title to the Premises and the properties comprising the Airport.

j. Other Documents. Any agreements affecting the Premises, including covenants, conditions, restrictions, and other matters or documents of record or of which the Concessionaire has knowledge.

2. STATE to Provide. The Initial Allocation provided by the STATE to the Concessionaire shall at a minimum be unfinished space within the confines of the Initial Allocation consisting of plastered or particle board walls, structural ceiling, concrete flooring and the utility stub outs or nearby connections as further described in Article XII (Utility Service).

B. Utility Connections. Utility service connections for electric power and telephones will be available for the Premises. Said utilities are to be separately metered or billed to the Concessionaire and the Concessionaire is to provide distribution of utilities within the Premises.

1. Electricity. Electricity shall be available to the Concessionaire at electric power panels located in the respective Airport buildings. Heat and air conditioning may be made available at connection points determined by the STATE and the Concessionaire will be charged at established rates for its pro rata share of the cost of furnishing such heat and air conditioning as well as for all other utility services which are not separately metered.

2. Concessionaire to Pay Charges. All charges, including, but not limited to, deposits, installation costs, meter deposits and all service charges for electricity, heat, air conditioning and other utility services to the Premises, shall be paid by the Concessionaire regardless of whether such utility services are furnished by the STATE or by utility service providers.

3. Concessionaire's Release. The Concessionaire hereby expressly waives and releases any and all claims for compensation or for any diminution or abatement of the rents, fees and charges provided for herein for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the heating or air conditioning systems, electrical apparatus, equipment, facilities, or wires furnished to the Premises which may occur from time to time from any cause or from any loss resulting from water, earthquake, wind, civil commotion, riot or any other cause beyond the control of the STATE; and the Concessionaire hereby expressly releases and discharges the STATE and the STATE's officers, employees, servants and agents from any and all demands, claims, actions, causes of action, liabilities, losses, damages, costs and expenses arising from any of the aforesaid causes. In all instances where damage to any utility service line is caused by the Concessionaire, its employees, contractors, suppliers, agents or invitees, the Concessionaire shall be solely responsible for the cost to repair such damage.

C. Maintenance and Repair.

1. STATE. The STATE will maintain the buildings at the Airport in or at which a portion of the Premises are located, and the exterior or the outer walls and roofs thereof, in good condition and repair, and at its expense, except for such damage to the structure as may be caused by the Concessionaire or its employees or agents. The STATE will also make or accomplish any repairs and replacements necessary to remedy and to maintain in good condition all utility service lines, storm sewers and Airport service roadways which are available to the Concessionaire for use in common with others.

Such maintenance and repair by the STATE shall not constitute either a bar, waiver, or release of any right or claim on the part of the STATE to recover damages from or against anyone, including the Concessionaire and any Airport Concessionaire, licensee, permittee, or any other persons responsible for damage to any Airport property, real or personal.

2. Concessionaire. The Concessionaire shall, at all times and at its sole cost and expense, keep and maintain all portions of the Premises, including, without limitation: (a) all FFE, (b) any hallway, walkway, corridor and other common routing used by the Concessionaire, (c) all mechanical room equipment such as, but not limited to, heat exchanges, fans, controls and electric panels, (d) lighting fixtures used to sign or identify the activity permitted upon the Premises (including the lighting fixtures and signs on the sides of the Premises that face the public areas where passengers, users and visitors at the Airport will pass through) and (e) obstruction lights and similar devices, fire protection and safety equipment and all other like equipment required by any law, statute, rule, regulation, order, or ordinance, in good repair and in a clean and orderly condition and appearance and shall keep the areas immediately adjacent to the Premises, particularly those adjacent to the entrances and exits, clean and orderly and free of

obstructions. The Concessionaire shall take the same good care of the Premises that would be taken by a reasonably prudent owner who desired to keep and maintain the same so that at the expiration or sooner termination of this Concession Agreement, the Premises will be in a condition similar to that which existed at the commencement of this Concession Agreement, ordinary wear and tear excepted.

a. Preventative Maintenance. To accomplish this requirement, the Concessionaire shall establish an adequate preventative maintenance program and the provisions of the Concessionaire's program shall be subject to periodic review and approval by the STATE.

b. Maintenance. The Concessionaire's maintenance and repair obligation hereunder shall include the interior and exterior cleaning of all windows, roll up doors or barriers, entrances and exits of the Premises (including the extended surface areas adjacent and surrounding such entrances and exits), doors (exterior and interior) and the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and FFE.

c. Refurbishment. Refurbishing shall include, without limitation, all refinishing, repairs, replacement, redecorating and painting necessary to keep and maintain the Premises in a first class condition. .

d. Failure to Comply. If the Concessionaire fails to properly perform and complete its maintenance, repair and refurbishment obligation hereunder, particularly with respect to nonstructural repairs, replacement, redecorating and painting, within a period of ten (10) days after the Concessionaire receives written notice from the STATE of such failure by the Concessionaire, the STATE may, at its option, and in addition to all other remedies which may be available to the STATE, repair, replace, rebuild, redecorate or paint any portion of the Premises included in said notice from the STATE to the Concessionaire, and the cost thereof, plus fifteen per cent (15%) for administrative overhead, shall be paid by the Concessionaire to the STATE upon demand from the STATE.

e. Damage Repair. The Concessionaire shall suffer no strip or waste of the Premises and shall repair, replace, rebuild and paint all or any part of the Premises which may be damaged or destroyed by the acts or omissions of the Concessionaire, the Concessionaire's officers and employees or other persons. Any and all structural repairs, alterations and additions to be made by the Concessionaire to or on the Premises (and any and all other such work which is nonstructural and costs $3,000.00 or more) shall be subject to the requirements of this Article VII (Concession Improvements) herein and all such work must receive the prior written consent of the STATE.

D. Relocation. The Concessionaire acknowledges and agrees that the STATE may require, at the Concessionaire's sole cost and expense, an expansion of any portion of the Premises, and require the relocation of any portion of the Premises, in whole or in part, during the term of this Concession Agreement, upon a finding by the STATE that such expansion and/or relocation is necessary to provide for a retail concession facility in any area of the Airport to meet the demands of the air traveling public at the Airport.

ARTICLE VIII. CONCESSION OPERATION

A. Quality of Service. In the operation of the Concession herein authorized, the Concessionaire shall ensure: (1) that the Concession services are conducted in an efficient and reliable manner; (2) that its employees who come into contact with the general public are courteous, polite, and inoffensive; and, (3) that at all times during the term of this Concession Agreement, strictly adhere to and comply with the following covenants, provisions, requirements, restrictions, stipulations, terms, and conditions:

1. Conduct of Operations. The Concessionaire shall maintain and operate the Concession in an orderly, proper and first-class manner representative of a world-leading provider of shuttle bus services.

a. No Discrimination. The Concessionaire shall not discriminate against anyone based upon race, creed, color, national origin, sex, or a physical disability.

b. Equal Treatment. The Concessionaire shall furnish services on a fair, equal, and nondiscriminatory basis to all parties, and shall charge fair, reasonable, and nondiscriminatory prices for each service provided.

c. No Annoyance. The Concessionaire shall not operate the Concession in any manner that tends to annoy or disturb, or be offensive to others at the Airport, and the STATE shall determine, in its sole discretion, whether the Concessionaire's operation of the Concession in fact annoys, disturbs or is offensive to others.

d. No Diversion. The Concessionaire shall not solicit or advertise Concession business anywhere at the Airport except in a manner first approved in writing by the STATE. The Concessionaire shall not divert, cause, allow or permit to be diverted any business from the Premises and shall take all reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by it under this Concession Agreement.

2. Concession Manager. The Concessionaire shall select and appoint, subject to approval by the STATE, a managing director ("Concession Manager") of the Concessionaire's operations at the Airport. The individual selected must be qualified and experienced in overseeing shuttle services, vested with full power and authority to accept service of all notices provided for herein and oversee the operation of the Concession herein authorized, including the quality of service and the appearance, conduct and demeanor of the Concessionaire's agents, servants and employees. At all times during the Concession Manager's absence, a subordinate Airport Duty, Relief or Shift Supervisor, capable of meeting the requirements and conditions prescribed and set forth in this Article, shall be in charge and available. Either the Concession Manager or a subordinate Airport Duty, Relief or Shift Supervisor shall be available at all times set forth in Article VIII.B.2. (Hours of Operation). The Concessionaire shall provide the STATE with the names and phone numbers of the managing director and responsible subordinates.

3. Meeting Participation. The Concession Manager shall participate in airport organized meetings designed to communicate information regarding events and activities affecting the operation of the Airport, as well as to meet with any consultant, planner or member of the Airport administration identified by the STATE to discuss and review matters pertaining to airport or ground transportation activities.

4. Concessionaire's Personnel. The Concessionaire at all times shall employ and have on duty adequate personnel, all of whom shall present a neat and clean appearance and be courteous and efficient in the discharge of their duties, in order to promptly and efficiently serve the public and to provide the quality of operation required herein. The STATE reserves the right to require the Concessionaire's employees to wear badges, uniforms, or other reasonable means of identification so as to render such employees readily identifiable with the Concession.

a. No Boisterous Behavior. No personnel employed by the Concessionaire, while on or about the Premises, shall use improper language, act in a loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner.

b. Resolving Disputes. The Concession Manager and/or other on-duty supervisory personnel shall: (a) be capable of resolving disputes and problems involving the Concession; and (b) handle and address complaints involving the activities of the Concessionaire, its employees, agents, or representatives. The Concessionaire shall immediately respond to, handle and resolve complaints or problems that may be brought to the attention of the Concessionaire. In the event the Concessionaire or the STATE receives customer complaints, whether verbal or written, the Concessionaire shall be responsible for conducting investigation of all such complaints and initiating appropriate corrective measures.

c. Awareness Training. The Concessionaire shall have its employees participate in a training or orientation regarding the Airport's hospitality awareness program.

(1) Training Program. The Concessionaire shall develop and administer a training program for employees to assist in their understanding and awareness of airport operating procedures, activities and the general layout and location of major tenants. Training shall include awareness and familiarity with applicable STATE's rules and regulations and the STATE's airport training program requirements, appearance guidelines, customer relations and service greeting standards.

(2) Knowledgeable. The Concessionaire's staff shall also be knowledgeable about the layout of the Airport and shall assist travelers when asked or approached, in answering way-finding questions, other airport locations, and directing the traveler to the appropriate site, counter, office or airport personnel or others for further assistance.

(3) Other Locations. The Concessionaire's staff shall be knowledgeable about the location of hotels and be able to provide an accurate estimate of the travel time from the airport to the destination.

B. Operations.

1. Service Areas.

a. Required Service. The Concessionaire shall provide service from the Airport to all hotels and condominiums offering short-term or vacation rentals in Kahului, Wailuku, and major visitor accommodation areas, including but not limited to, Wailea, Kamaole, Kihei, Lahaina, Kaanapali, and Kapalua.

b. Optional Service. The Concessionaire may provide service from the Airport to destinations other than those required in Article VIII.B.1.a. (Required Service) above.

2. Hours of Operation. The Concessionaire shall provide and operate the Concession during all hours in which passenger flights arrive and/or depart from the Airport. The Concessionaire may advise the STATE of the Concessionaire's analysis of the optimum arrangements, but the ultimate determination will be made by the STATE, who may require, by written notice to the Concessionaire that the business hours be changed to meet new conditions including, but not limited, to aircraft arrival and/or departure times. The Concessionaire shall be excused from its obligations as set forth above in the event that its operations are closed or curtailed, in whole or in part, by reason of strike, lockout or other cause beyond the Concessionaire's control.

3. Customer Wait Time. The Concessionaire shall ensure that no passenger or customer will wait longer than fifteen (15) minutes at the Premises for shuttle service.

4. Number of Vehicles. The Concessionaire shall provide a sufficient number of Airport shuttle service vehicles and drivers to meet public demand at all times of the day, except as noted elsewhere in this Concession Agreement.

5. No Solicitation. The officers, employees, agents, and guests of the Concessionaire shall not: (a) solicit any gratuities or favors related to the operation of the concession, (b) solicit any business at locations outside the Premises, and (c) solicit any other business not directly related to the Concession operation.

6. Lost and Found. The Concessionaire shall establish and undertake lost and found procedures to be followed by its officers, employees, agents, and guests. The procedures shall include: 1) required efforts to locate the rightful owner of the lost and found items, 2) provisions for safe storage by the Concessionaire of all lost and found items, 3) provision for return of claimed items, including, if necessary, shipping to the owner's residence at Concessionaire's sole cost and expense, and 4) provisions for disposal of unclaimed

items after a suitable time period, which shall be no less than six months after discovery of the lost and found item. A written record of all lost and found articles shall be maintained by Concessionaire and made available to the STATE upon demand.

7. Condition of Vehicles. The Concessionaire shall ensure that all vehicles used in the operation of the Concession are in a safe and proper mechanical condition, clean, air-conditioned, and acceptable in appearance, and also meet and conform to all of the standards prescribed and set forth by the U.S. Department of Transportation and the State Public Utilities Commission for commercial motor vehicles.

8. No Service, Maintenance or Repair. The Concessionaire shall not permit nor allow any shuttle service vehicle or any other motor vehicle to be washed, cleaned, polished, maintained, serviced or repaired anywhere on the Premises or at any other location on the Airport at any time. All vehicle maintenance, service, repair, or parts replacement work is prohibited at, upon, or within the Premises or at any other location on Airport.

9. Prearranged Shuttle Bus Service. At such time as a customer contacts the Concessionaire to make arrangements for prearranged shuttle bus service, the Concessionaire shall direct the customer to the Premises for service. The Concessionaire shall not meet or greet its customers, whether prearranged or on-demand, at locations in the Airport other than at the Premises.

10. Education and Training. The Concessionaire shall provide orientation, education and training programs so that all employees are familiar with operating procedures and rules of the Airport.

11. Control Movement. The Concessionaire shall at all times supervise, manage, and control the movement, circulation and routing of all of Concessionaire's shuttle buses while such vehicles are operating on Airport roadways to ensure the proper timing and arrival of shuttle buses at the shuttle bus stand to meet customer demand.

12. Licenses and Permits. The Concessionaire is responsible for obtaining all licenses, permits, and certificates that may be required in order to operate the Concession.

13. AVI. In the event that an AVI system at the Airport is deemed necessary by the STATE, the Concessionaire shall assume responsibility for coordinating, scheduling and arranging for the installation of the individual AVI system equipment and sensing components on all of the Concessionaire's shuttle buses. Further, the Concessionaire shall: (a) certify and assure the STATE that each and every shuttle bus is equipped with individual AVI sensing equipment; and (b) remit to STATE all fees and charges associated with the purchase and installation of individual AVI sensing equipment.

14. Waste Disposal. The Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused by or resulting from the operation of the Concession.

15. Hazardous Materials. The Concessionaire shall remove Hazardous Substances or any such materials at, upon, above or under the Premises which may endanger the life or health of people at the Airport. The Concessionaire's obligations attributable to the Concessionaire's use, generation, handling, storage, or release of Hazardous Substances which were on or from the Premises are further described in Article XI (Compliance with Laws) herein.

C. STATE's Right to Monitor and Inspect. In addition to any other right the STATE may have to ensure the quality of customer service, reasonable prices and high quality standards for the Concession operations, and services offered, as described above in this Concession Agreement, the STATE may inspect and monitor the Concessionaire's operation of the Concession, including, without limitation, the following:

1. Periodic Inspection. A periodic inspection may be made, as determined by the STATE, of all portions of the Premises at the Airport during normal operating hours.

2. Price List. No later than thirty (30) days prior to the commencement of the Concession Agreement, Concessionaire shall submit to the STATE, for the STATE's written approval, a price list of charges to all its destinations. Concessionaire shall not make any changes to the price list at any time, without the STATE's prior written approval. In addition, thirty (30) days prior to each year of the Concession Agreement term, the Concessionaire shall submit to the STATE, for the STATE's review, a list of the prices being charged to the 20 most popular destinations.

3. Concessionaire Assistance. The Concessionaire will provide, upon the STATE's request, any necessary assistance, cooperation and materials to support the STATE's inspection monitoring efforts relating to this Concession.

4. Scope of Inspection. The STATE's monitoring and inspection of the Concessionaire's conduct in managing and operating the Concession may cover any aspect of the Concessionaire's operation of the Concession, including, without limitation, prices, quality, operations, appearance, cleanliness, staff dress, staff attitude, customer service, and general customer satisfaction with the Concession.

5. Deficiencies. The STATE will (a) inform the Concessionaire of any discrepancies or deficiencies observed or noted by the STATE after the STATE has completed its inspection, review and evaluation and (b) specify a deadline for the Concessionaire to remedy or correct any discrepancy or deficiency.

6. Follow-up. The STATE may conduct any necessary follow-up inspection or check. If the Concessionaire does not correct or remedy the discrepancy or deficiency, to the STATE's satisfaction, by the STATE's deadline, the Concessionaire shall provide the STATE with written reasons for any such failure. If justified, appropriate time extensions, but not greater than allowed by law, or temporary exceptions, may be granted by the STATE. If the Concessionaire fails to adequately correct or remedy the discrepancy or deficiency, to the

STATE's satisfaction, the STATE may resort to any remedy available to the STATE under this Concession Agreement and by law.

Nothing contained in this Article VIII (Concession Operation) shall be deemed to be a waiver or reduction of any rights or remedies the STATE may have for any violation or breach by the Concessionaire of any of the terms and conditions of this Concession Agreement.

ARTICLE IX. CONCESSION BOND

A. Requirements. Unless granted in writing by the STATE's Director of Transportation for an extension in time, Concessionaire must submit to the STATE an acceptable Concession Bond as required, within ten (10) days after award of this Concession Agreement and throughout the term of this Concession Agreement and including no less than ninety (90) days after the later of: (a) the expiration or sooner termination of the Concession Agreement or (b) the end of any holdover period, the Concessionaire shall deliver to the STATE, and keep and maintain in force and effect at all times a concession bond or other equivalent security acceptable to the STATE, in accordance with the terms specified in this Article IX (Concession Bond), and in the amount equal to three (3) months of MAG for the appropriate year of the Concession Agreement term, as specified in the Concessionaire's Bid Proposal hereof (hereafter the "Concession Bond"). The Concession Bond must:

1. Authorized Surety. Be executed by a surety company licensed and authorized to do business under the laws of the State of Hawaii (hereafter the "Surety");

2. STATE Approval. Meet with the written approval of the STATE, including, without limitation, meeting the requirement that the Surety, to the STATE's sole satisfaction, has the financial capability to fully perform and complete the Surety's obligations under the Concession Bond;

3. STATE's Attorney Approval. Be in a form approved by an authorized representative of the Department of the Attorney General of the State of Hawaii;

4. Guarantee Full Performance. Require the Surety to guarantee to the STATE that the Concessionaire shall fully and completely perform all of the promises, duties, responsibilities, obligations, covenants, provisions, requirements, restrictions, stipulations, terms and conditions set forth in this Concession Agreement which the Concessionaire is required to perform;

5. Concessionaire's Cost. Be maintained by the Concessionaire, at the Concessionaire's sole cost and expense; and

6. Cover All Concession Operations. Cover all of the Concessionaire's Concession operations during and throughout the term of this Concession Agreement including

any holdover period; provided that suits or actions thereon by the STATE, the State of Hawaii or anyone else entitled to do so may be commenced within the applicable period of limitation for contract claims unless otherwise specifically provided.

B. Surety. If the STATE, in its sole discretion, permits the Concessionaire to use on the Concession Bond sureties other than a surety company licensed and authorized to do business under the laws of the State of Hawaii, such sureties must meet the requirements of all applicable laws, statutes, rules and regulations, particularly Section 102-12, HRS.

C. Beyond Termination Date. If the Concession Bond is for a period less than the full term of the Concession Agreement including any holdover period plus ninety (90) days, the Concessionaire, at least sixty (60) days prior to the expiration date of the then active Concession Bond, shall submit to the STATE another Concession Bond providing the coverage required herein beyond the expiration date of the then active Concession Bond.

D. Replacement Bond. If the STATE should receive a notice that the Concession Bond has been or will be canceled, the Concessionaire shall provide the STATE with a replacement Concession Bond providing the coverage required herein from the effective date and time of the cancellation of the Concession Bond so that there is no period of time wherein an adequate Concession Bond does not cover this Concession Agreement, as provided for herein. Such a replacement Concession Bond must meet all of the requirements set forth in this Article IX (Concession Bond) and be forwarded to and received by the STATE at least twenty (20) days prior to the effective date and time of the bond cancellation.

E. Concession Agreement Default. In the event that a replacement Concession Bond or another Concession Bond in the required amount and meeting the required terms is not received by the STATE prior to the effective date and time of the bond cancellation or expiration, as stated, the Concessionaire shall be deemed in default of this Concession Agreement, regardless of whether or not a notice of breach or default or time to correct breach or default has been provided to the Concessionaire by the STATE, and the full value shown on the face of the Concession Bond and the additional charge of $250.00 per day that there is no bond coverage shall be immediately payable by the Concessionaire to the STATE as liquidated damages.

F. Any Lapse. Any lapse in keeping the Concession Bond in full force and effect, in the required sum or in accordance with the terms required herein, shall be a default of this Concession Agreement and shall give the STATE the right to assess the additional charge and/or terminate this Concession Agreement pursuant to Article VI.G. (Additional Charges) and Article XX (Termination by STATE) respectively, herein.

ARTICLE X. INSURANCE

A. In General.

1. Concessionaire's Cost. Concessionaire shall procure, at its sole cost and expense, and keep in effect at all times during the term of this Concession Agreement, the types and minimum amounts of insurance coverages specified herein.

2. No Limitation. Concessionaire's procurement and maintenance of insurance, or the delivery of certified copies of policies, or the delivery of Certificates of Insurance or other written evidence of insurance in form and substance acceptable to the STATE shall not be construed as a limitation of any kind on Concessionaire's obligations to protect, defend, indemnify, and keep and hold harmless STATE, as may be found anywhere else in this or any other related agreement.

3. Form of Policies.

a. Form and Substance. All insurance required to be furnished by the Concessionaire hereunder shall be pursuant to policies in form and substance satisfactory to the STATE and issued by companies in good standing with the Insurance Division of the Department of Commerce and Consumer Affairs, of sound and adequate Financial Strength Rating and Financial Size Category, licensed and authorized to transact insurance business in the State of Hawaii on an admitted or non-admitted basis, all as satisfactory to STATE. State may, upon reasonable notice and reasonable grounds increase or change the insurance required hereunder, in which event Concessionaire shall comply with the increases or changes within thirty (30) days of written notice of said increases or changes.

b. Required Provisions. All insurance policies shall:

(1) Additional Insured. Name the STATE, the STATE's directors, officers, agents, elected officials, boards (including the Land Board), employees, any person acting for or on behalf of STATE, and their respective successors and assigns as Additional Insureds, except with respect to Workers' Compensation and Employers' Liability.

(2) Severability of Interest. Apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of insurance.

(3) Waiver of Subrogation. Contain a waiver of subrogation in favor of the STATE, STATE's directors, officers, agents, elected officials, boards (including the Land Board), employees, any other person acting for or on behalf of the STATE, and their respective successors and assigns.

(4) Notification. Provide that STATE shall be notified, in writing, at least sixty (60) calendar days prior to any cancellation, material change, or non-renewal of any such insurance policy.

c. All Insurance. All insurance shall:

(1) Primary. Be primary, not in excess of or pro rata, and non-contributing as to and with any other insurance held or maintained by STATE.

(2) No Premiums. Not require STATE to pay any premiums.

(3) No Partnership. The inclusion of STATE, STATE's directors, officers, employees, agents, elected officials, boards (including Land Board), any person acting for or on behalf of STATE, or their respective successors and assigns, as Additional Insureds, is not intended to, and shall not, make any of them, a partner or joint venturer with the Concessionaire in the operation of the Concession at the Premises or in, on or about the Airport.

d. Deductibles. Any insurance required hereunder may provide for deductibles or self-insured retentions, which are reasonable and prudent in relation to the soundness of Concessionaire's financial condition, at the sole discretion of the STATE.

e. Failure to Obtain. Any lapse in, or failure by the Concessionaire to procure, maintain and keep in full force and effect such insurance as is required under this Concession Agreement, at any time during and throughout the term of this Concession Agreement, shall be a material breach of this Concession Agreement and shall give STATE the right to assess additional charges and/or terminate this Concession Agreement pursuant to Article VI.G. (Additional Charges) and Article XX (Termination by STATE) respectively, herein. Should STATE or any of its insurers expend any funds which would have been or should have been covered by insurance as is required under this Concession Agreement, Concessionaire agrees to indemnify STATE or its insurers for all expended funds.

f. Subrogation. STATE agrees to release the Concessionaire from STATE's claim for loss or damage caused by fire or other casualty covered by property insurance policies, to the extent of any payment received by the STATE from the insurers. This release includes also a waiver of subrogation by the STATE's insurer of any right of action against the Concessionaire in the event of such loss or damage and payment therefore to STATE. Said waiver of subrogation is conditional upon acceptance of such waiver by the STATE's insurer affected thereby. Evidence of such waiver shall be in writing.

g. Proof of Insurance. Concessionaire shall provide proof of all specified insurance and related requirements to STATE by delivering certified copies of the policies or Certificates of Insurance in form and substance acceptable to STATE, or by other written evidence of insurance acceptable to the STATE. The documents evidencing all specified types and amounts of insurance coverage shall be submitted to STATE prior to the Concessionaire's use or occupancy of the Airport or the Premises. Each policy, Certificate of Insurance, or other written evidence of insurance shall contain the applicable policy number(s), the inclusive dates of policy coverage, and the insurance carriers' name, shall bear the original signature of an authorized representative of said carrier and shall provide that such insurance is not subject to cancellation, material change, or nonrenewal, except after written notice to STATE at least sixty (60) days prior to the effective date thereof. STATE reserves the right to have

submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

h. Interim Review. Concessionaire agrees that the types and minimum amounts of insurance coverage specified by STATE herein may be reviewed for adequacy from time to time throughout the term of this Concession Agreement by STATE who may, thereafter, upon thirty (30) days written notice, require Concessionaire to modify the types and minimum amounts of insurance coverage, based upon the nature of Concessionaire's operations and what a reasonable and prudent owner thereof would typically procure and maintain.

B. Specific Types and Minimum Amounts of Insurance. The Concessionaire shall, at its sole cost and expense, procure, maintain, and keep in full force and effect during and throughout the term of this Concession Agreement, the types and minimum amounts of insurance coverage specified below, to protect both STATE and Concessionaire, subject to the general provisions contained in Article X.A. (In General):

1. Commercial General Liability Insurance.

a. Landside Operations. Minimum limits of $1,000,000.00 Each Occurrence (Bodily Injury and Property Damage Combined) and $2,000,000.00 General Aggregate (if applicable), covering Bodily Injury, Property Damage, and Personal/Advertising Injury (subject to a Personal/Advertising Injury Aggregate of at least $1,000,000.00) arising out of Concessionaire's Premises, Operations, Products, and Completed Operations. The policy shall include Contractual Liability for Bodily Injury and Property Damage obligations assumed in the Concession Agreement, Broad Form Property Damage, coverage for explosion, collapse and underground hazards ("XCU"), and Fire Damage Legal Liability (Damage to Rented Premises) of not less than $100,000.00 Each Occurrence.

b. Airside Operations (If Any). Minimum limits of $5,000,000.00 Each Occurrence (Bodily Injury and Property Damage Combined) and $10,000,000.00 General Aggregate (if applicable), covering Bodily Injury, Property Damage, and Personal/Advertising Injury (subject to a Personal/Advertising Injury Aggregate of at least $5,000,000.00) arising out of Concessionaire's Premises, Operations, Products, and Completed Operations. The policy shall include Contractual Liability for Bodily Injury and Property Damage obligations assumed in the Agreement, Broad Form Property Damage, coverage for explosion, collapse, and underground hazards ("XCU"), and Fire Damage Legal Liability (Damage to Rented Premises) of not less than $100,000.00 Each Occurrence.

2. Workers' Compensation and Employer's Liability. Workers Compensation coverage meeting the statutory requirements of the State of Hawaii and any other state in which employees are hired or work is performed, and including Employers Liability coverage with minimum limits of not less than $100,000.00 for Each Accident, Disease - Each Employee, and Disease-Policy Limit, or as otherwise required by applicable Federal and State laws;

C. Automobile Liability and Personal Injury Protection. Commercial Automobile Liability and Hawaii Personal Injury Protection insurance, covering any auto (all owned, hired, and non-owned autos) and all permissive users (drivers), with minimum limits as follows:

1. If operating exclusively outside of the restricted airport operations area (AOA) of the Airport, then a Combined Single Liability Limit of not less than $3,000,000.00 Each Accident (Bodily Injury and Property Damage Combined), or Split Liability Limits not less than $3,000,000.00 Bodily Injury Per Person and $3,000,000.00 Bodily Injury Per Accident and $3,000,000.00 Property Damage Per Accident, with Personal Injury Protection Limits at least equal to any amount required by Hawaii Revised Statutes but not less than $10,000.00 Per Person; or

2. If entering and operating within the restricted AOA of the Airport at any time, then a Combined Single Limit not less than $5,000,000.00 Each Accident (Bodily Injury and Property Damage Combined), or Split Liability Limits not less than $5,000,000.00 Bodily Injury Per Person and $5,000,000.00 Bodily Injury Per Accident and $5,000,000.00 Property Damage Per Accident, with Personal Injury Protection Limits at least equal to any amount required by Hawaii Revised Statutes but not less than $10,000.00 Per Person.

ARTICLE XI. COMPLIANCE WITH LAWS

A. Generally. The Concessionaire and Concessionaire's agents shall at all times during the term of this Concession Agreement comply with all applicable laws, statutes, rules, regulations, orders and ordinances of all governmental authorities, including, without limitation, the United States of America, the State of Hawaii, and the County, and any political subdivision, or agency, authority, or commission thereof, which may have jurisdiction to pass laws, statutes, or ordinances or make and enforce orders, rules, and regulations with respect to: the Concession, the Premises, or the Airport. The Concessionaire's obligation to comply with all laws, statutes, rules, regulations, orders and ordinances hereunder shall apply to the Concessionaire's use and occupancy of the Premises, the operation of the Concession thereon and the construction and installation of the Concession Improvements and FFE.

The Concessionaire shall also take out and keep current all licenses and permits required by any governmental authority for the Concessionaire's conduct of the Concession at or on the Premises and the Airport, and pay promptly when due all fees.

Notwithstanding the foregoing provisions, the Concessionaire shall have the right, in its own name, to contest in good faith the validity or applicability of any law, statute, rule, regulation, order or ordinance of any governmental body or agency to the Premises or Concessionaire's operation thereon. The fact that the Concessionaire may, in connection with such contest, refrain from complying with such law, statute, rule, regulation, order or ordinance shall not affect in any way the Concessionaire's obligation to (1) refrain from subjecting any part

of the Premises to forfeiture or loss, and (2) pay the required fees set forth in Article VI. (Concession Fee).

B. Compliance with Americans With Disabilities Act.

1. Concessionaire's Warranty. Concessionaire agrees that it shall conduct its Concession operations, and occupy or use the Premises in accordance with: (a) the Americans With Disabilities Act, 42 U.S.C.S. Section 12101 et seq. (hereinafter referred to collectively as the "ADA"), including, without limitation, modifying Concessionaire's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons; and (b) United States Access Board's ADA Accessibility Guidelines for Buildings and Facilities, Transportation Facilities, and Transportation Vehicles (hereinafter referred to as the "ADAAG"), and (c) 49 CFR Parts 37, Transportation Services for Individuals with Disabilities, and 49 CFR Part 38, Accessibility Specifications for Transportation Vehicles.

2. Accessible Services. Concessionaire acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. Concessionaire shall provide the services or conduct its Concession operations as specified in this Concession Agreement in a manner that complies with the ADA, and any and all other applicable Federal, State, and local disability rights legislation. Concessionaire agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Concession Agreement, and Concessionaire further agrees that any violation of this prohibition on the part of Concessionaire, and Concessionaire's officers, employees, agents, guests, successors, and/or assigns shall constitute a material breach of this Concession Agreement.

3. ADA Requirements for Providing Services to Disabled Persons.

a. Federal ADA Requirements. During the entire term of this Concession Agreement, the Concessionaire is required to comply with and completely satisfy the ADA requirements as prescribed and set forth in the Disabilities Act of 1990 and 49 Code of Federal Regulations (CFR), Part 37, Appendix III, including but not limited to the following sections: (1) Section 37.23, pertaining to "Service under contract"; (2) Section 37.77, pertaining to "Purchase or lease of new non-rail vehicles by public entities operating a demand responsive system for the general public"; (3) Section 37.103, pertaining to "Purchase or lease of new non-rail vehicles by private entities primarily engaged in the business of transporting people"; and (4) Section 37.105, pertaining to "Equivalent service standard".

b. Wheelchair-Accessible, Special Assistance Shuttle Buses. During the entire term of this Concession Agreement, Concessionaire is required to take all steps necessary to ensure that an adequate supply of wheelchair-accessible, special assistance shuttle buses equipped with motorized or hydraulic lifts or ramps, and shuttle bus drivers are available at all times on or at the Airport, if requested, to provide shuttle service to disabled persons and/or those individuals in need of special assistance.

c. Disabled Customer Wait Time. The customer wait time for disabled persons or those individuals needing special assistance arrangements shall be equivalent to that required under Article VIII.B.3. (Customer Wait Time).

d. Service to Disabled Persons. Concessionaire shall ensure that any disabled person, covered by the Americans with Disabilities Act of 1990, is not subject to discriminatory practices nor refused service by any of Concessionaire's agents.

e. Service Plan. The Concessionaire shall file with the STATE its plan to ensure provision of service meeting the requirements listed in this Article XI.B.3. (ADA Requirements for Providing Services to Disabled Persons) to disabled persons and persons needing special assistance prior to the commencement of this Concession Agreement.

4. Notice. The STATE and the Concessionaire agree to promptly give written notice to the other (not to exceed three (3) days), of any notices which it receives alleging ADA violations.

5. Concessionaire's Indemnification. Concessionaire shall indemnify, defend, keep, save, and hold STATE and STATE's successors and assigns, harmless from and against any and all actions, causes of action, claims, demands, lawsuits, judgments, liabilities, losses, damages, costs, and expenses, including any and all attorneys' fees and demands therefor, resulting or arising from Concessionaire's failure or alleged failure to observe, comply with, and completely satisfy Concessionaire's obligations hereunder with respect to the ADA.

C. Environmental Compliance - Concessionaire's Duties

1. Compliance with Environmental Laws. Concessionaire agrees, at its sole cost and expense, to comply with all environmental laws applicable to its occupancy, activities, operations, and use of the Premises. This duty shall survive the expiration or termination of this Concession Agreement, which means that Concessionaire's duty to comply with environmental laws shall include complying with all environmental laws that may apply, or be determined to apply, to the occupancy and activities of Concessionaire on the Premises after the expiration or termination of this Concession Agreement. Failure of Concessionaire to comply with any and all environmental laws shall constitute a breach of this Concession Agreement for which the STATE may, in its sole discretion, terminate this Concession Agreement, exercise its remedies under this Concession Agreement, including remediation of any condition on behalf of Concessionaire, at Concessionaire's sole cost and expense, under Article XI.C.5. (Environmental Assessments and Investigations) and Article XI.C.7. (Restoration and Surrender of Premises), and take any other action at law or in equity it deems appropriate.

2. Hazardous Substances. Concessionaire shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substance, or allow the same by any employee, agent, guest, contractor or any third person, on the Premises without obtaining the prior written consent of the STATE, which consent may be withheld by the STATE in its absolute discretion, and complying with all environmental laws, including giving all

required notices, reporting to, and obtaining permits from all appropriate authorities, and complying with all provisions of this Concession Agreement.

3. Notice to STATE. Concessionaire shall keep the STATE fully informed at all times regarding all matters related to any environmental laws affecting Concessionaire or the Premises. This duty shall include, but not be limited to, providing the STATE with a current and complete list and accounting of all hazardous substances of every kind which are present on or about the Premises, together with evidence that Concessionaire has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required by any federal, state, or county agency, under any authority or environmental laws. Concessionaire shall provide said list and accounting at the commencement of this Concession Agreement, and shall update said list and accounting whenever any hazardous substance not accounted for by Concessionaire is present on or about the Premises by any means. Concessionaire shall also provide immediate written notice of any investigation, enforcement action, compliance order, or order of any type, or any other legal action, initiated, issued, or any indication of an intent to do so, communicated in anyway to Concessionaire by any federal, state or county authority or individual that relates in any way to any environmental law or any hazardous substance. This written notice to the STATE shall include copies of all written communications from any federal, state or county agency or authority, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by Concessionaire. At least thirty (30) days prior to termination of this Concession Agreement, or termination of the possession of the Premises by Concessionaire, whichever occurs first, Concessionaire shall provide the STATE with written evidence satisfactory to the STATE that Concessionaire has fully complied with all environmental laws, including any orders issued by any governmental authority that relate to the Premises, and the results of all assessments and investigations that may be ordered by the STATE pursuant to Article XI.C.5. (Environmental Assessments and Investigations), or by any governmental agency responsible for enforcement of environmental laws.

4. Disposal/Removal. Except for the possession and handling of hazardous substances for which Concessionaire is exempt, and those hazardous substances for which Concessionaire has obtained all currently required permits to store or use certain hazardous substances on or about the Premises, including written permission from the STATE, Concessionaire shall cause any hazardous substances to be removed and transported from the Premises for disposal solely by duly licensed hazardous substances transporters to duly licensed facilities for final disposal, as required by all applicable environmental laws. Concessionaire shall provide the STATE with copies of documentary proof including manifests, receipts, or bills of lading, which reflect that said hazardous substances have been properly removed and disposed of in accordance with all environmental laws.

5. Environmental Assessments and Investigations. Concessionaire, at its sole cost and expense, shall conduct such assessments and investigations of the Premises to determine the presence of any hazardous substance at, in, on, under, or about the Premises as may be directed from time to time by the STATE, in its sole discretion, or by any federal, state or county agency or authority. The extent and number of any environmental assessments and

investigations, including testing and analyses incident thereto, shall be determined by the STATE or the federal, state or county agency or authority directing said assessments and investigations to be conducted. Concessionaire shall retain an environmental professional or entity that is satisfactory to the STATE, to conduct said investigations, assessments, testing and analyses incident thereto. Concessionaire shall cause said person or entity conducting those assessments, investigations, tests and analyses to provide the STATE and governmental authority with the written results of all assessments, investigations, tests and analyses. Pursuant to this Concession Agreement, Concessionaire may be required to have environmental assessments conducted as aforesaid prior to, or at the time of, Concessionaire taking possession of the Premises and prior to, or at the time of, the termination of this Concession Agreement in order to determine the condition of the Premises.

6. Remediation. In the event that any hazardous substance is used, stored, treated, disposed on the Premises, handled, discharged, released, or determined to be present on or about the Premises, Concessionaire shall, at its sole expense and cost, remediate the Premises of any hazardous substance, and dispose/remove said hazardous substance in accordance with Article XI.C.4. (Disposal/Removal). This duty to remediate includes strict compliance with all environmental laws, as well as any directives by the STATE to Concessionaire to remediate hazardous substance. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the STATE and governmental authority, as the case may be.

If Concessionaire has conducted a preliminary environmental site inspection of the Premises which includes soil and ground water analyses for hazardous substances at the commencement of this Concession Agreement or Concessionaire's occupancy, which ever shall have first occurred, to the satisfaction of the STATE, then Concessionaire shall be responsible for remediation and restoration of the Premises to the extent it is necessary to remediate and restore the Premises to the condition of the Premises and levels of any contamination or hazardous substances that existed on the Premises at the commencement of Concessionaire's occupancy or term of this Concession Agreement, whichever shall have first occurred, as shown by said preliminary environmental site inspection.

7. Restoration and Surrender of Premises. Concessionaire hereby agrees to timely surrender the Premises upon termination of this Concession Agreement and, prior thereto, shall restore the Premises, including the soil, water, ground water and structures at, in, on, under, or about the Premises to the same condition as the Premises existed at the commencement of this Concession Agreement, as determined by the STATE, reasonable wear and tear excepted. Said surrender and restoration shall be at the sole cost and expense of Concessionaire. This duty to restore the Premises includes remediation as described in the previous Article XI.C.6. (Remediation). This duty also includes, but is not limited to, the removal of all pipes, pipelines, tanks and containers of any kind that Concessionaire has installed or erected on the Premises. In the event Concessionaire does not timely restore the Premises to a satisfactory condition, as determined by the STATE, Concessionaire understands and agrees that the STATE may exercise its rights under Article XI.C.8. (STATE's Right to Act) and until such time as the restoration is complete to the satisfaction of the STATE, Concessionaire shall be liable for Concession

Agreement fee in the same manner and amount as if this Concession Agreement had continued in effect during the period of restoration, as well as any other damages and costs that the STATE may have incurred, including penalties, fines and assessments related to the Premises which may be imposed on STATE by any governmental authority.

8. STATE's Right to Act. In the event Concessionaire fails for any reason to comply with any of its duties under this Concession Agreement or under any environmental laws within the time set for doing so, or within a reasonable time as determined by the STATE, the STATE shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Concessionaire hereby grants access to the Premises at all reasonable hours to the STATE, its agents and anyone designated by the STATE, in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by the STATE in performing said acts or duties shall be the sole responsibility of Concessionaire, and Concessionaire hereby agrees to pay for those costs and expenses, and indemnify the STATE, its officers, employees, agents and representatives for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of the STATE's right to act, including litigation costs, attorneys' fees and the costs and fees for collection of said costs, expenses or liabilities.

9. Release and Indemnity. Concessionaire hereby agrees to release the STATE, its officers, employees, agents, representatives, successors and assigns from any liability of any kind, including, but not limited to, any liability for any damages, penalties, fines, judgments or assessments that may be imposed or obtained by any person, agency or governmental authority against Concessionaire by reason of any hazardous substance that may be present by whatever means at, in, on, under, or about the Premises. Concessionaire hereby agrees to indemnify, defend with counsel acceptable to the STATE, and hold harmless the STATE, its officers, employees, agents, representatives, successors and assigns from any liability that may arise in connection with, or by reason of, any occurrence involving any hazardous substance that may be alleged to be connected to, or related in any way with, the Premises, the STATE's ownership of the Premises, or this Concession Agreement, including the presence of any hazardous substance at, in, on, under, or about the Premises. The parties understand and agree that the intent of this indemnification agreement includes, but is not limited by, those agreements authorized by 42 U.S.C. Section 9607(e)(1), as amended, and any successor section thereof.

10. Insurance. Prior to the commencement of the term of this Concession Agreement, Concessionaire shall obtain and keep in force a comprehensive liability and property damage policy of insurance issued by an insurer licensed to do business in the State of Hawaii, with limits of indemnity coverage of no less than $500,000.00 per person and $1,000,000.00 per occurrence. Said policy of insurance shall include indemnity coverage for personal injury and damage to property caused by hazardous substances or any occurrence that may constitute a violation of any environmental law by Concessionaire. Said policy of insurance shall name the STATE, its employees, agents, representatives, successors and assigns as named "additional insureds". Concessionaire shall provide proof of said insurance satisfactory to the STATE which shall include, at a minimum, a certificate of insurance from the insurer indicating the coverage

provided and the term during which said policy shall irrevocably remain in effect. In the event, Concessionaire changes insurers or Concessionaire's insurer provides notice of change, cancellation, termination or modification of its coverage to Concessionaire, Concessionaire shall provide the STATE with notice of said action thirty (30) days prior to the effective date of said change, cancellation, termination or modification.

11. Burden of Proof. In all instances covered in this Article XI.C. (Environmental Compliance – Concessionaire's Duties), Concessionaire accepts the burden of establishing that it is not responsible for the existence of Hazardous Substances in/on the Premises. If Concessionaire cannot establish that it is not responsible for the existence of Hazardous Substances in/on the Premises, Concessionaire shall be deemed responsible for the existence of the Hazardous Substances.

D. Spill Prevention, Control and Countermeasure (SPCC). Pursuant to: (1) the Federal Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. section 1251, et seq.; and (2) 40 CFR, Part 112, Subparts A through C, often referred to as the Spill Prevention Control and Countermeasure rule (hereinafter referred to as the "SPCC rule"), Concessionaire shall:

1. Concessionaire's Compliance with SPCC Rule. Throughout the entire term of this Concession Agreement, comply with and completely satisfy EPA's SPCC rule now or hereafter adopted, amended, published and/or promulgated pursuant thereto.

2. Concessionaire's Responsibility to Prepare and Implement SPCC Plan. Prior to the commencement date of this Concession Agreement and throughout the entire term of this Concession Agreement, prepare and implement, and amend, if necessary, Concessionaire's Spill Prevention Control and Countermeasure Plan (hereinafter referred to as "SPCC Plan").

3. Storage of Oil and Other Petroleum Products. Notwithstanding the applicability requirements of the SPCC regulations, if Concessionaire stores oil and/or other petroleum products and/or by-products in any quantity of 1,320 gallons or less, but has in or on the Premises, at least one (1) or more storage container(s) and/or tank(s) equal to or larger than 55-gallon capacity, then Concessionaire is required under this Concession Agreement to prepare and implement a written plan which conforms to the SPCC Plan requirements under the SPCC rule and to comply with and completely satisfy at least the portion of the SPCC rule, dealing with periodic testing of oil storage containers, providing secondary containment, training of oil handling personnel to prevent the discharge of oil, providing security around oil storage containers/facilities, and all record keeping pertaining thereto.

E. National Pollutant Discharge Elimination System (NPDES). Pursuant to: (1) the Federal Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. Section 1251, et seq.; and (2) the requirements contained in the National Pollutant Discharge Elimination System (hereinafter referred to as the "NPDES") regulation specific to Hawaii Administrative Rules Chapter 11-55 and the Appendices thereto, as amended and enforced by the EPA and DOH, Concessionaire shall, throughout the entire term of this Concession Agreement, comply

with and completely satisfy all of the NPDES storm water program permitting regulations governing general and individual permits, if applicable, now or hereafter adopted, amended, published and/or promulgated pursuant thereto.

ARTICLE XII. UTILITY SERVICE

A. Utility Services to Premises.

1. Services Provided. The STATE shall provide in the buildings of the Airport the following utility services: reasonable amounts of water, electricity, telephone, wastewater outlets, and ventilation to a point determined by the STATE. All extensions of the facilities required by the Concessionaire for said utility services from the point(s) at which the STATE makes such utility services available shall be at the Concessionaire's sole cost and expense.

2. Utility Costs. During the term of this Concession Agreement, all utility charges, including, but not limited to, deposits, installation costs, meter deposits, and all service charges for electricity and other public utility services to the Premises (such as water, telephone and wastewater) shall be paid by the Concessionaire, regardless of whether such utility services are furnished by the STATE or by utility service providers.

3. Service Points. If the Concessionaire desires any changes to any points of supply as described in this Article XII (Utility Service), the expense of making such changes or alterations shall be at the Concessionaire's sole cost. When the Concessionaire makes connections or re-connections, due to repairs to the service points or lines provided by the STATE or makes service disconnections to cease service, the Concessionaire shall comply with the STATE's procedures to provide the necessary advance request and notice, and coordinate said action to make connections, re-connections or disconnections with the STATE.

4. Meters. The Concessionaire, at its sole cost and expense, shall be responsible for the installation of electric and water meters and shall connect said utility meters to the energy monitoring and control system at the Airport. For metered electricity, the CONCESSIONAIRE shall pay electricity charges based on rates charged the STATE, but on non-metered Premises, the Concessionaire shall pay a pro-rata share to be determined by the STATE.

B. Non-Liability for Interruption of Utility Services.

1. Concessionaire Not Relieved. No failure, delay or interruption in any utility service or services, whether such are supplied by the STATE or others, shall relieve or be construed to relieve the Concessionaire of any of its obligations hereunder, or shall be construed to be an eviction of the Concessionaire, or shall constitute grounds for any diminution or abatement of the rents, fees and charges provided for herein, or grounds for any claim by the

Concessionaire against the STATE for damages (consequential or otherwise), unless first approved, in writing, by the STATE.

2. Waiver of Damages. The Concessionaire hereby expressly waives any and all claims for damages arising or resulting from any failure, delay or interruption in any utility service or services (including, without limitation, electricity, gas, potable and non-potable water, plumbing, sanitary sewage disposal, telephone, telecommunications, ventilation) or for the failure or interruption of any public or passenger conveniences. The Concessionaire 's waiver herein shall extend to any failure, delay or interruption to electric service caused by power spikes or surges, severe climatic or weather conditions, including, but not limited to, high winds, rainstorms, hurricanes and other climatic or weather phenomena, and/or other acts of nature, such as earthquakes and seismic waves (tsunami) affecting the Premises.

3. Damage Repair. If any damage to any electricity, water, sewer, telecommunication, or telephone service line or facility or utility service connection, or any other utility service line or facility or utility service connection is caused by the Concessionaire, or the Concessionaire's agents, the Concessionaire shall, at its sole cost and expense, repair, restore or replace such utility service line or facility or utility service connection.

C. Telecommunications Equipment.

1. STATE's Prior Approval. The Concessionaire and its telecommunications service provider(s) shall not, without the STATE's prior written approval, install telecommunication facilities (i.e. conduit, equipment, cabling) or make service connections in any areas not within the Premises (such as common areas and other respective non-leasehold areas of the Airport), or in currently designated or future primary or secondary minimum-points-of-entry. The Concessionaire shall be responsible for paying the STATE for the use of such facilities, space, and/or areas at the Airport.

2. Telecommunication Services. Telecommunication services include the installation, operation, and provisioning of telecommunications conduit, cabling, antennas, equipment, and service. Telecommunication service providers include cable and equipment installation contractors, system operators, and any entity which provides telecommunication services, such as Hawaiian Telcom, AT & T, government entities, or other Airport tenants.

3. Plans. The Concessionaire shall submit to the STATE for the STATE's review and approval, plans, including documentation (i.e. plans, drawings, specifications, schedules and cost estimates) of each telecommunication circuit, infrastructure, equipment, line, facility, or appurtenance proposed to be used, to the STATE for approval prior to construction, installation and/or service provision. This documentation shall include, but not be limited to, specific routing detail, conduit types and sizes, access junction boxes, cable descriptions (type, quantity, size) per route segment, telecommunication rooms and closets used, termination block labeling, and cable pair assignments for each cable segment.

4. As-Builts. The Concessionaire shall submit to the STATE within thirty (30) days of the completion of construction or installation, as-built documentation of all systems, circuits, and infrastructure containing a separate stamp of the Concessionaire's licensed contractor who completed the system, circuits and infrastructure or accompanied by the Concessionaire's attestation that said as-built documentation are true and accurate.

5. No Sale. The Concessionaire shall not allow the use of, and shall not sell, purchase, lease, sublet, or trade for, telecommunication facilities or services to or from other Airport entities or tenants without the STATE's prior written approval.

6. No Interference. Telecommunication facilities and services established and used by the Concessionaire shall not interfere with the STATE's telecommunication facilities and services. All such facilities and services shall comply with all applicable municipal, state, and federal rules and regulations, including without limitation, the Federal Communications Commission licensing regulations and the State Public Utilities Commission.

7. STATE's Corrective Actions. The Concessionaire shall be responsible for any and all costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by the STATE in taking corrective or enforcement action with respect to the Concessionaire's non-compliance with this Article XII (Utility Service).

ARTICLE XIII. ASSIGNMENT AND SUBLETTING

A. Assignment or Other Transfers.

1. Violation. Except for meeting the DBE requirements (if any) of this Agreement by subconcession, subtenant or sublease agreement, any attempt by the Concessionaire to transfer, hypothecate, mortgage, or encumber the Concessionaire's interest or rights under this Agreement,, whether voluntary or involuntary or by operation of law; or any attempt by the concessionaire to permit a portion of the Premises or any part thereof or any interest herein, to be used by a subtenant or sublessee, without first obtaining the STATE's prior written consent, which consent may be granted or denied in the STATE's sole discretion, shall be deemed a violation of this Article XIII. (Assignment and Subletting). Any such transfer or assignment made without the STATE's consent shall constitute a default under this Concession Agreement and shall be voidable at the STATE's election. The STATE shall further have the right to terminate this Agreement and enforce such other remedies as are provided in Article XX. (Termination by STATE) and Article VI.G. (Additional Charges), respectively herein. However, with prior written approval of the STATE, and the prior approval of the Land Board, such assignment and transfer of this Concession Agreement, or any interest therein, may be made in accordance with current industry standards, as determined by the Land Board, pursuant to Section 171-36, HRS; provided further, that prior to the written approval of the STATE of any assignment of this Concession Agreement, the STATE shall have the right to review and approve, in writing, the consideration paid by the Assignee, and may condition the STATE's consent to the assignment of this Concession Agreement on payment by the Concessionaire to

the STATE of a premium of fifty percent (50%) of the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the straight-line depreciated cost of all Concession Improvements and trade fixtures constructed or installed upon the Premises by the Concessionaire during the term of this Concession Agreement, and being transferred to the Assignee, as further explained in the Department of Transportation Assignment of Lease Evaluation Policy, attached hereto as Appendix C, Attachment 5 (hereafter the "Assignment Policy"). The Concessionaire shall pay the assignment premium to the STATE as calculated by the STATE based on the Assignment Policy.

The premium on subsequent assignments shall be based on the difference in the selling price and purchase price plus the straight-line depreciated cost of all Concession Improvements constructed or installed upon the Premises by the then Assignor.

2. Changes in Concessionaire.

a. Controlling Interest. The merger of the Concessionaire with any other entity or the transfer of any controlling ownership interest in the Concessionaire, or the assignment or transfer of a substantial portion of the assets of the Concessionaire, whether or not located on the Premises, shall constitute an assignment. Without limiting the generality of the foregoing, if the Concessionaire is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the Concessionaire, shall be deemed an assignment. If the Concessionaire is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of the Concessionaire or the sale or other transfer of a controlling percentage of the capital stock or membership interests of the Concessionaire or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the Concessionaire, shall be deemed an assignment. The phrase "controlling percentage" means the right to vote and the ownership of, stock or interests possessing at least twenty percent (20%) (or a percentage less than twenty percent (20%) if such percentage represents a controlling interest in the Concessionaire) of the total combined voting power of all classes of the Concessionaire's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

b. Sale of Assets. The sale of all or substantially all of the assets of the Concessionaire, or the transfer of Concessionaire's Concession business, shall be deemed to constitute an "assignment" for purposes of this Concession Agreement which requires the prior written approval of the STATE in accordance with this Article XIII (Assignment and Subletting).

3. STATE Shall Approve Each Assignment. The consent of the STATE to any one assignment shall not constitute a waiver of the STATE's right to approve subsequent assignments, nor shall consent of the STATE to any one assignment relieve or release any party previously liable as the Concessionaire from any obligation under this Concession Agreement. The acceptance by the STATE of the payment of rent or concession fee following an assignment shall not constitute consent to that assignment or any other assignment, and the STATE's consent shall be evidenced only in writing.

4. No Release. In no event shall the STATE's consent to an assignment or transfer be deemed to be a release of the Concessionaire as the primary obligor hereunder. Nor shall the acceptance of rent or concession fee by the STATE constitute a release or waiver of the STATE's rights against the Concessionaire, or as consent to any assignment or transfer, nor shall any other act of the STATE in relation to said Assignee be so construed.

5. Void If Not Properly Approved. Any transfer or assignment made in violation of the foregoing provision shall be void. Any attempted assignment, or any subleasing of the whole or any part of the Premises, or any other transaction which violates Articles XIII.A. (Assignment or Other Transfers) or XIII.B. (No Subletting) shall be void and shall confer no right, title or interest in or to this Concession Agreement, or right of occupancy of the whole or any portion of the Premises, upon any such purported assignee, subtenant, successor or purchaser. The STATE shall further have the right to terminate this Concession Agreement and to enforce such other remedies as are provided in this Concession Agreement.

B. No Subletting. The Concessionaire shall not rent or sublet the whole or any portion of the Premises.

C. Assignor or Transferor. If the transferor or the Concessionaire defaults in the performance of any of the terms of this Concession Agreement, the STATE may proceed directly against the Concessionaire, the transferor or each transferor if there has been more than one assignment, subletting, encumbrance or transfer (hereafter collectively "Transfer") without the necessity of exhausting remedies against the Concessionaire. The STATE may consent to subsequent Transfers or amendments or modifications to this Concession Agreement with transferees, without notifying the transferor (or if there has been more than one Transfer, then each transferor) and without obtaining its or their consent thereto and such action shall not relieve any transferor of liability under this Concession Agreement as amended.

D. Procedure and Conditions.

1. Procedure. The Concessionaire must provide the STATE in writing:

a. the name and address of the proposed assignee or transferee;

b. the nature of the proposed business to be operated by the assignee or transferee on the Premises;

c. the terms of the proposed assignment or transfer; and

d. reasonable financial information so that the STATE can evaluate the proposed assignee or transferee under this Article XIII (Assignment and Subletting).

2. Conditions. Transfers by the Concessionaire are also subject to:

a. the terms of this Concession Agreement;

b. the term of any assignment or other Transfer agreement shall not extend beyond the Concession Agreement Term;

c. the Concessionaire shall remain liable for all Concession Agreement obligations;

d. consent to one Transfer does not waive the consent requirement for any future Transfers;

e. payments to the STATE of all premiums or other amounts which the Concessionaire may be required to pay under this Article XIII (Assignment and Subletting);

f. any other conditions that may be imposed by the STATE.

ARTICLE XIV. DAMAGE OR DESTRUCTION

A. Partial Damage. If all or a portion of the Premises are partially damaged by fire, explosion, acts of God, the elements, severe climatic or weather conditions or phenomena (such as high winds, rainstorms, hurricanes, floods, earthquakes and seismic waves [tsunami]), acts of the public enemy, sabotage, riots, rebellion, and other civil commotion or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by the STATE, subject to the limitations as hereafter provided; if said damage is caused by the negligence or omission to act of the Concessionaire, or the Concessionaire 's agents, the Concessionaire shall be responsible for directly and fully paying for all such repair and for directly and fully reimbursing the STATE for the cost and expenses incurred in such repair upon demand and as directed by the STATE.

B. Extensive Damage. If the damages are so extensive as to render the Premises or a portion thereof uninhabitable, but are capable of being repaired within thirty (30) days, the same shall be repaired with due diligence by the STATE, subject to the limitations as hereafter provided, and an appropriate portion of the rents, fees, and charges payable herein shall abate from the time of the damage until such time as the Premises or portion thereof are fully restored and certified by the STATE as again ready for use; provided, however, that if such damage is caused by the negligence or omission to act of the Concessionaire or the Concessionaire's agents, said rents, fees, and charges will not abate and the Concessionaire shall be responsible for reimbursing the STATE for the costs and expenses incurred by the STATE in completing such repair upon demand and as directed by the STATE.

C. Complete Destruction. If all or a substantial portion of the Premises are completely destroyed by fire, explosion, acts of God, the elements, severe climatic and weather conditions or phenomena (such as high winds, rainstorms, hurricanes, floods, earthquakes and

seismic waves [tsunami]), acts of the public enemy, sabotage, riots, rebellion, or other civil commotion or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than thirty (30) days, the STATE shall be under no obligation to repair, replace, or reconstruct the Premises, and an appropriate portion of the rents, fees, and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the Premises are fully restored. The STATE shall notify the Concessionaire of the STATE's intentions within sixty (60) days of the destruction or damage. If within twelve (12) months after the time of such damage or destruction, the Premises have not been repaired or reconstructed, the Concessionaire may terminate this Concession Agreement in its entirety upon seven (7) days written notice to the STATE, such termination to be effective as of the date of such damage or destruction subject to the survival of the Concessionaire's obligations as set forth in this Concession Agreement, particularly in Article XLIII (Survival of Obligations) herein. Notwithstanding the foregoing, if the Premises, or a substantial portion thereof, are completely destroyed as a result of the negligence or omission to act of the Concessionaire or the Concessionaire's agents, said rents, fees, and charges shall not abate and the STATE may, in its discretion, require the Concessionaire to repair and reconstruct the Premises within twelve (12) months of such destruction and pay the cost therefor, or the STATE may repair and reconstruct the same within twelve (12) months of such destruction and the Concessionaire shall reimburse the STATE for the cost and expenses incurred by the STATE in completing such repair upon demand and as directed by the STATE.

D. Limits of STATE's Obligations Defined. It is understood that, in the application of the foregoing provisions, the STATE's obligations shall be limited to repair or reconstruction of the Premises to the same extent and of equal quality as obtained by the Concessionaire at the commencement of its Concession operations hereunder. Such replacement or repairs shall be equivalent to or better in quality than the Concession Improvements so destroyed or damaged, as of the date of the original installation and construction for new Concession Improvements and as of the commencement date of this Concession Agreement for pre-existing improvements thereof.

Redecoration and replacement of furniture, equipment, supplies and FFE shall be the responsibility of the Concessionaire and any such redecoration, refurnishing, and re-equipping shall be equivalent in quality to that originally installed.

E. Restrictions on Abatement. The foregoing provisions for abatement of the obligation to pay rents, fees, and charges required under this Concession Agreement and for cancellation of this Concession Agreement shall not apply if the Concessionaire has caused or is responsible in any part for the Premises becoming damaged, destroyed, untenable, or uninhabitable.

STANDARD ARTICLES

ARTICLE XV. SIGNS

A. STATE's Approval. The Concessionaire shall not erect, construct or place any signs or displays pertaining to the Concession business upon any portion of the Airport other than upon a portion of the Premises, unless otherwise first approved in writing by the STATE.

1. Concessionaire's Cost. The Concessionaire shall have the right to install and operate upon or at the Premises, at the Concessionaire's sole cost and expense, advertising signs containing the name of and representing the Concession business (but which shall not advertise, refer to, or indicate any part of the Concession schedule of prices, rates and charges).

2. Conformity. The signs shall be substantially uniform in size, type and location with those of other businesses and tenants at the Airport and conform to the STATE's Signage and Graphics Manual.

3. Submit Drawings. Prior to the erection, construction or placing of any such signs or displays, the Concessionaire shall submit to the STATE, for the STATE's review and approval in writing, drawings, sketches, design dimensions and type and character of the proposed sign or display. Any conditions (including a requirement that such sign or display be multilingual), restrictions or limitations imposed by the STATE as part of the STATE's written approval, shall become conditions on the use of such signs and displays as if specifically set forth at length herein.

B. Removal of Signs. Upon the expiration or the sooner termination of this Concession Agreement, the Concessionaire, if requested by the STATE, shall remove, obliterate, or paint out any and all advertising signs, posters and similar devices and any displays placed by the Concessionaire on the Premises and restore any wall or surface area to which they may have been attached or affixed, including any previous signage installation, all to the satisfaction of the STATE. If the Concessionaire fails to so remove, obliterate, or paint out each and every sign or piece of advertising or display as requested by the STATE, the STATE may perform such work and the Concessionaire shall immediately pay to the STATE any and all costs so incurred by the STATE upon demand from the STATE.

Nothing contained in this Article shall limit nor be construed to limit the effect of the provisions of Article XVIII (Surrender of Premises) hereof.

ARTICLE XVI. INGRESS AND EGRESS

A. Reasonable Access. The Concessionaire, its employees, customers, guests, contractors, suppliers of materials, furnishers of services, agents and invitees, in common with others, shall have the nonexclusive right of ingress and egress to and from the Premises and such

other portions of the Airport area to or from which such persons shall reasonably require ingress or egress, in such manner, upon such terms and at such locations as the STATE may from time to time designate; provided, however, that the aforementioned right of ingress and egress as it applies to the suppliers of any flammable fuel or other such product or materials shall be subject to the prior written approval of the STATE.

B. Subject to Rules. The privilege of ingress and egress at the Airport shall be subject to the rules and regulations of the STATE, now in effect or which may hereafter be adopted or amended, for the safe and efficient operation of the Airport.

C. Right to Alter Access. The STATE may, at any time, temporarily or permanently, close, consent to close, or request the closing of any roadway and any other area at the Airport, presently or hereafter used as such, so long as a reasonable alternative means of ingress and egress remains available to the Concessionaire.

D. Concessionaire's Release. The Concessionaire hereby releases and discharges the STATE, its successors and assigns, of and from any and all claims, demands, causes of action, liabilities, losses, damages, costs and expenses, which the Concessionaire may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, access area or other area, whether within or outside the Airport, or any closure, change, alteration, adjustment, amendment or revision in any pedestrian traffic routing through any part of the Airport.

E. No Relief. If the STATE is required or elects to impose access restrictions against the general public in the interest of establishing or maintaining safety and security, and in so doing significantly decreases the number and amount of potential customers and other pedestrian traffic by or to the Premises, the Concessionaire shall not be entitled to any rebate or relief from any of its minimum annual guaranteed fee payment obligations under this Concession Agreement (except for that set forth in Article VI.H. (Partial Relief from Obligation) or Article VI.I. (Relief Due to Economic Emergency) herein. The Concessionaire shall have no claim for any rebate or adjustment of fee for any change which may arise as a result of the STATE's change, adjustment, amendment, alteration or revision to pedestrian traffic patterns or the imposition of restrictions on access into any portion of the Airport.

ARTICLE XVII. LIABILITY AND INDEMNITY

A. Assumption of Liability. To the extent permitted by law, Concessionaire shall assume liability for all of Concessionaire's officers, employees, agents and guests, while in, on or about the Airport and Premises. The use of the Airports and Premises by Concessionaire and Concessionaire's officers, employees, agents and guests shall be at the sole risk of the Concessionaire.

B. Indemnity. STATE shall not be liable for and Concessionaire shall, to the extent permitted by law, protect, defend, indemnify, and keep and hold harmless the STATE, STATE's

directors, officers, agents, elected officials, boards (including the Land Board), employees and any other person acting for or on behalf of STATE, from and against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs and expenses (including, without limitation, costs of suits and fees related thereto and reasonable attorneys' fees) arising from any actual or alleged injury to or death of persons, including but not limited to actual or alleged work-related injuries or death of employees of Concessionaire, or actual or alleged damage to or destruction of property, including but not limited to property of Concessionaire, or any other personal injury, sustained in, on, or about the Airport and Premises, resulting from or related to Concessionaire's use and occupancy of the Airport and Premises, or any act or omission of Concessionaire or Concessionaire's officers, employees, agents, and guests. This provision shall not be construed to be a limitation of any other indemnity by Concessionaire which may be contained anywhere else in this or any other related agreement.

ARTICLE XVIII. SURRENDER OF PREMISES

A. Prompt and Peaceful Surrender. The Concessionaire shall yield and deliver peaceably to the STATE possession of the Premises and all Concession Improvements thereupon on the date of the cessation of this Concession Agreement whether such cessation be by termination, expiration, or otherwise, promptly, peaceably, quietly, and in as good order and condition as that which existed at the commencement of the Concession Agreement or at the time of installation of the Concession Improvements, reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Concession Agreement and damage resulting from causes over which the Concessionaire had no control, excepted.

B. Transition. In the event the Concessionaire is not awarded the Concession Agreement for the period subsequent to the term of this Concession Agreement, the Concessionaire covenants with the STATE that the Concessionaire shall assist in the peaceful transition and occupancy of the Premises by the replacement Concessionaire. The Concessionaire shall allow entry into and upon the Premises by the replacement Concessionaire during all reasonable hours and times prescribed by the STATE. Any dispute or disagreement regarding this transition to the replacement Concessionaire shall be resolved by the STATE, and such decision by the STATE shall be deemed conclusive and binding upon the Concessionaire and replacement Concessionaire. The Concessionaire shall not remove, damage, destroy, or otherwise render unusable any item, article, Concession improvement, FFE, or portion of the Premises that, by the terms of this Concession Agreement, becomes or could become the STATE's property. If the Concessionaire fails to properly perform its obligations as described in this Article XVIII.B. (Transition), then Concessionaire shall pay to the STATE, upon demand from the STATE, all monies deemed necessary by the STATE to correct, remedy, and cure the Concessionaire's failure, including, without limitation, repairing or replacing any item, article, Concession Improvements, FFE, or portion of the Premises damaged, destroyed, removed, or rendered unusable by the Concessionaire.

ARTICLE XIX. RIGHTS OF ENTRY RESERVED

A. Inspection. The STATE and the STATE's agents shall have the right at all business hours with reasonable notice to enter upon all portions of the Premises as described in Article VIII.C.1. (Periodic Inspection) herein, for the purpose of inspecting the same, for observing the Concessionaire's performance of its obligations under this Concession Agreement, and to serve or post or keep posted on the Premises notices provided by any applicable law, statute, rule, regulation or order of any governmental authority and for the doing of any act or thing which the STATE may be obligated or have the right to do under this Concession Agreement or otherwise.

B. Maintain Systems. Without limiting the generality of the foregoing, the STATE and the STATE's agents, shall have the right, for its own benefit, for the benefit of the Concessionaire, or for the benefit of persons other than the Concessionaire at the Airport, to: (1) maintain existing and future utility, mechanical, electrical, and other systems, (2) to enter upon said Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the STATE, be necessary or desirable and, from time to time, (3) complete construction and installation work over, in or under the Premises for access to other parts of the Airport not otherwise conveniently accessible. The STATE shall return the Premises to substantially the same condition as existed prior to the STATE's entry upon said Premises.

C. No Obligation to Construct or Repair. Nothing in this Article XIX (Rights of Entry Reserved) shall impose or shall be construed to impose upon the STATE any obligations to so construct or maintain, or to make repairs, replacements, additions or alterations to the Premises, nor shall the STATE's entry upon the Premises, or any portion thereof, create any liability on the part of the STATE for any failure to do so.

D. Showing the Premises. At any time, and from time to time, during ordinary business hours, the STATE, the STATE's agents and the STATE's invitees, whether or not accompanied by interested parties, shall have the right to enter upon the Premises, or any portion thereof, for the purposes of exhibiting and viewing all parts of the same, and the Concessionaire shall grant and allow such inspection and viewing without undue conditions, provided the STATE does not unreasonably interfere with the operation of the Concession.

E. No Abatement. No abatement of rents, fees or other charges shall be claimed by or allowed to the Concessionaire by reason of the STATE's exercise of any or all of the rights contained in this Article XIX (Rights of Entry Reserved) herein; provided, however, that nothing in this Article contained shall permit or be construed to permit the STATE to exercise any right of access or entry for any of the purposes denoted hereinabove, except at reasonable times and in such a manner as to not unreasonably interfere with or hinder the occupancy, use and enjoyment of the Premises by the Concessionaire.

ARTICLE XX. TERMINATION BY STATE

A. Events of Breach or Violation. The Concessionaire shall be in breach or violation of this Concession Agreement, and the STATE shall have the right to terminate this Concession Agreement if any one or more of the following events shall occur:

1. Transfer of Interest. When, without the prior written approval or consent of the STATE, any interest of the Concessionaire under this Concession Agreement shall be transferred or assigned, whether voluntarily or involuntarily, by reason of assignment, sublease or otherwise, stock transfer, operation of law, or death, to any other individual, limited or general partnership, joint venture, firm, company, corporation, limited liability company, or any other entity; or

2. Ownership Change. When the ownership of the Concessionaire, without the prior written approval or consent of the STATE, is changed by inter vivos stock transfer to one or more individuals or entities who are not stockholders at the inception of the Concession Agreement, or if the Concessionaire is a partnership, whether limited or general, by the introduction of a new partner or partners, whether limited or general, who was not a partner or who were not partners at the inception of the Concession Agreement; or

3. Partnership Dissolution. If the Concessionaire is a partnership of any type and the partnership is dissolved as a result of any act or omission of its partners or any of them, or by operation of law, or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

4. Receivership. When, by or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession of all or substantially all of the property of the Concessionaire, and such possession or control shall continue in effect for a period of at least fifteen (15) days, without being contested by the Concessionaire in good faith by proper legal proceedings within said fifteen (15) day period; or

5. Abandonment. When the Concessionaire shall voluntarily abandon, desert or vacate the Premises, or discontinues its operation of the Concession on or at the Premises; or

6. Prevented from Use. After exhausting or abandoning any right of further appeal, the Concessionaire shall be prevented for a period of at least ninety (90) days by the action of any governmental agency from using the Premises, regardless of the fault of the Concessionaire; or

7. Suspension. The happening of any act which results in the suspension or revocation of the rights, powers, licenses, permits or authorities necessary for the conduct and operation of the Concession authorized herein for a period of more than thirty (30) days; or

8. Successor Corporation. The Concessionaire becomes, without the prior written approval of the STATE, a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution; or

9. Attachment. When any attachment, judgment, lien or encumbrance is filed against the Concessionaire's interest in the Premises because of any act or omission of the Concessionaire, and said attachment, judgment, lien or encumbrance is not discharged or contested by the Concessionaire in good faith by proper legal proceedings within thirty (30) days; or

10. Failure to Pay Rent. When the Concessionaire fails to duly and punctually pay the rents, fees and charges required under this Concession Agreement, including any interest, service charges or late fees, or to make any other payment required under this Concession Agreement when due to the STATE upon the lapse of five (5) business days after the Concessionaire's receipt of a written notice from the STATE demanding such payment or payments; or

11. Failure to Pay Taxes. When the Concessionaire fails to duly and punctually make payments due to any agency of the State or any political subdivision (county) of the State, including, but not limited to, payments for any permit, license or lease, general excise taxes, workers' compensation payments, unemployment taxes, real property taxes, etc., and such payments are not made within thirty (30) days of their due dates; or

12. Poor Quality Control. When the Concessionaire fails to provide, maintain and upgrade, as necessary, the quality of Concession equipment or services to the satisfaction of the STATE, as required by Article V (Use of Concession Premises) and Article VIII (Concession Operation) herein, within fifteen (15) days from and after receipt of written notice from the STATE to correct or cure the condition objected to; or

13. Failure to Perform. When the Concessionaire fails to keep, perform, and observe each and every other agreement, promise, covenant, term and condition set forth in this Concession Agreement, on its part to be kept, performed or observed, and such failure shall continue for a period of more than thirty (30) days after the Concessionaire's receipt of a written notice from the STATE of such breach or violation by personal service or registered mail or certified mail to the Concessionaire, except where fulfillment of the Concessionaire's obligation requires activity over a period of time, and the Concessionaire begins to perform whatever may be required for fulfillment within ten (10) days after receipt of said written notice and continues such performance, showing improvement or correction, without interruption except for causes beyond the Concessionaire's control; or

14. General Assignment. The Concessionaire makes a general assignment for the benefit of creditors, or files a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under any law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the Premises; or

15. Lien. Any lien is filed against or affecting the Premises or any portion thereof, because of any act or omission of the Concessionaire and such lien is not removed or enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days.

16. Other Contract. When the Concessionaire fails to cure or remedy any breach or violation of any promise, covenant, term and condition in any other permit, contract lease, or other agreement entered into with STATE by Concessionaire during the term of this Concession Agreement.

B. Default and Termination. In the event of any breach or violation due to the occurrence of any of the events enumerated in Article XX.A. (Events of Breach or Violation) herein, the STATE may, after the giving of a written Notice of Default in accordance with Section 171-20 HRS, pursue any available remedy, legal or equitable, it may have against the Concessionaire.

If the Concessionaire fails to correct the violation(s) contained in the Notice of Default to the satisfaction of the STATE, the STATE may, without prejudice to any other remedy, elect to:

1. Additional Charge. Assess a charge of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) per day as prescribed and set forth in Article VI.G. (Additional Charges) hereof; and

2. Termination Letter. Concurrent with or subsequent to the assessment of such additional charge, subject to Section 171-21, HRS, proceed to terminate this Concession Agreement by providing a written Letter of Termination and Notice to Vacate to the Concessionaire.

If this Concession Agreement is terminated by the STATE because of default, the Concessionaire will not be allowed to bid on any other concession or lease offered by the State of Hawaii for a period of five (5) years following the date of termination as prescribed and set forth under Section 171-13, HRS.

C. Right of Re-Entry. The STATE shall have, as an additional remedy upon the giving of a written Notice of Termination and Notice to Vacate, as provided in this Article XX.B. (Default and Termination) herein, the right to re-enter the Premises and every part thereof demised under this Concession Agreement upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Concessionaire under this Concession Agreement, and shall in no event constitute an acceptance of surrender.

D. Concessionaire's Rights Cease. Upon such termination by the STATE, all rights, powers and privileges of the Concessionaire granted hereunder shall cease. Unless otherwise stated herein, the Concessionaire shall immediately vacate the Premises occupied and used by it under this Concession Agreement, and the Concessionaire shall have no claim of any kind whatsoever against the STATE, by reason of such termination, or by reason of any act by the STATE incidental or related thereto. In the event of the exercise by the STATE of such option to terminate, the Concessionaire shall have no right to or claim upon any Concession Improvements or the value thereof, which may have been previously constructed, installed, erected or placed by the Concessionaire on, in or at the Premises. The STATE may also remove or store any of the Concessionaire's FFE located thereon or therein, at the sole cost and expense of the Concessionaire, without the STATE being liable to the Concessionaire for damage or loss thereby sustained by the Concessionaire.

E. Waiver of Redemption and Damage. The Concessionaire waives, releases and discharges any claims it may now or hereafter have relating to the STATE's exercise of the STATE's rights under this Concession Agreement to re-enter and regain and resume possession of the Premises and to remove the Concessionaire, the Concession Improvements and the Concessionaire's FFE from the Premises and store or dispose of any of the Concessionaire's property, including the Concessionaire's FFE.

The Concessionaire hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event it is dispossessed for any cause, or in the event the STATE obtains or retains possession of the Premises in any lawful manner. The Concessionaire further agrees that in the event the manner or method employed by the STATE in re-entering or regaining possession of the Premises gives rise to a cause of action in the Concessionaire in forcible entry and detainer under the laws of the State of Hawaii, the total amount of damages to which the Concessionaire shall be entitled in any such action shall be the sum of ONE AND NO/DOLLAR ($1.00), and the Concessionaire agrees that this provision may be filed in any such action as its stipulation fixing the amount of damages to which it is entitled.

F. Survival of Concessionaire's Obligations.

1. Concessionaire's Obligations Remain. In the event this Concession Agreement is terminated by the STATE, or in the event the STATE re-enters, regains or resumes possession of the Premises, all of the obligations of the Concessionaire hereunder shall survive and shall remain in full force and effect for the full term of this Concession Agreement as if there had been no termination, re-entry, regaining or resumption of possession.

2. Rent Remains Due. Subject to the STATE's obligation to mitigate damages, the amount of the rent, fees and charges shall become due and payable to the STATE to the same extent, at the same time and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. The STATE may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

3. Subsequent to Termination. The amount of damages for the period of time subsequent to termination, re-entry, regaining or resumption of possession, subject to an offset for any rents, fees and charges received by the STATE during the remaining term of this Concession Agreement as if no termination, re-entry, regaining or resumption of possession had taken place from a succeeding operator of the Concession:

a. MAG. On account of the Concessionaire's MAG obligation, the cumulative total thereof less the amount paid prior to the effective date of termination; or

b. Percentage Fees. On account of the Concessionaire's percentage of annual gross receipts, the appropriate amount if in excess of said MAG, which gross receipts would have been received by the Concessionaire during the balance of the term of this Concession Agreement as if there had been no termination, re-entry, regaining or resumption of possession. For the purpose of calculation hereunder, the amount of gross receipts shall be derived by taking the Concessionaire's total gross receipts during the twelve (12) months immediately preceding termination, dividing said total by three hundred sixty-five (365) days and then multiplying the result by the number of days in the balance of term hereof.

c. No Effect on STATE's Rights. The STATE and the Concessionaire agree that the damages specified above shall not affect or be construed to affect the STATE's right to such damages in the event of termination, re-entry, regaining or resumption of possession where the Concessionaire has not received any actual gross receipts under this Concession Agreement.

G. Additional Rights of STATE. The STATE, upon termination of this Concession Agreement, or upon re-entry, regaining or resumption of possession of the Premises, may occupy the Premises and shall have the right to permit any person, firm, corporation or entity to enter upon the Premises and use the same. Such occupation by others may be of only a part of the Premises, or the whole thereof or a part thereof together with other space, and for a period of time the same as or different from the balance of the term remaining hereunder as if no termination, re-entry, regaining or resumption of possession had taken place, and on terms and conditions the same as or different from those set forth in this Concession Agreement. The STATE shall also have the right to repair or to make such structural or other changes in the Premises as are necessary in its judgment to maintain the suitability thereof for uses and purposes similar to those granted under this Concession Agreement without affecting, altering or diminishing the obligations of the Concessionaire hereunder.

H. Termination before Commencement. If any of the events enumerated in Article XX.A. (Events of Breach or Violation) herein shall occur prior to the commencement of the Concession Agreement term, the Concessionaire shall not be entitled to enter into possession of the Premises, or any portion thereof, and the STATE, upon the occurrence of any such event, or at any time thereafter during the continuance thereof, by twenty-four (24) hours notice, may cancel or terminate the interest of the Concessionaire under this Concession Agreement, such cancellation or termination to be effective upon the date specified in such notice.

ARTICLE XXI. WAIVER

A. STATE Waiver. No acceptance by the STATE of rents, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the covenants, provisions, requirements, stipulations, terms or conditions hereof to be performed, kept or observed by the Concessionaire, shall be deemed a waiver of any right on the part of the STATE to terminate the Concession Agreement for any like or other or succeeding breach or default.

B. No Implied Waiver. No failure by either party to insist upon the strict performance of the other party under this Concession Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such term, covenant or condition. A waiver or assent by the STATE, express or implied, of or to any breach or default of the Concessionaire, in the performance of any of the covenants, provisions, requirements, stipulations, terms or conditions of this Concession Agreement shall not be deemed or considered to be a waiver of any other or succeeding breach or default. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than default, performance or period of time specified in such express waiver.

C. Cumulative Remedies. The rights, powers, privileges, options and remedies of the STATE contained in this Concession Agreement shall be construed to be cumulative, and no one of them shall be deemed to be exclusive of the other, or exclusive of any right, power, privilege, option or remedy provided by law.

ARTICLE XXII. WITHDRAWAL

A. STATE's Right. The STATE reserves and shall have the right, at any time during and throughout the term of this Concession Agreement, in its sole discretion, and regardless of whether or not the Concessionaire has breached this Concession Agreement or has been or then is in default: (1) to withdraw all or a portion of the Premises from the Concession Agreement, terminate and cancel this Concession Agreement with respect to the portion of the Premises so withdrawn and to reoccupy said portion of the Premises thereunder in the public interest or (2) to recapture any portion of the Premises not utilized by the Concessionaire for the purposes identified or prescribed by this Concession Agreement.

B. Notice. The STATE shall give the Concessionaire written notice of any such withdrawal or recapture and the STATE's intent to cancel or terminate the Concession Agreement as to the portion of the Premises so withdrawn or recaptured no less than sixty (60) days prior to the effective date of such cancellation or termination.

C. Concession Improvements. The STATE shall pay to the Concessionaire the then unamortized value of the Concession Improvements constructed or installed by the

Concessionaire, at the Concessionaire's sole cost and expense, in, at or upon the portion of the Premises being withdrawn or recaptured.

The unamortized value of the withdrawn Concession Improvements shall be determined as the balance after the depreciation taken on the most accelerated basis allowed under the Internal Revenue Code, regardless whether such accelerated depreciation method is actually used by the Concessionaire.

D. No Claim Against the STATE. The Concessionaire shall peaceably surrender the portion of the Premises the STATE desires to withdraw or recapture and the Concessionaire shall remove all Concession Improvements and the Concessionaire's FFE in accordance with Article XVIII. (Surrender of Premises) herein if required by the STATE, all at no cost to the STATE. The Concessionaire shall not, by reason of its surrender, be entitled to any claim against the STATE for any reduction in rent or for any of the Concessionaire's cost of removal. If an alternate location at the Airport is made available by the STATE, in its sole discretion, the STATE may permit the Concessionaire, without rent adjustment and by appropriate amendment to this Concession Agreement, to relocate the portion of its Concession business affected by the withdrawal or recapture to the alternate location, all at no cost to the STATE. The Concessionaire shall not be entitled to any other payment (except as provided herein) for the STATE's withdrawal or recapture of the requested portion of the Premises. If the Concessionaire is in breach of any provision of this Concession Agreement or has been or then is in default of this Concession Agreement, the STATE need not compensate the Concessionaire for the unamortized value of the Concession Improvements. In such event, the Concessionaire shall be deemed to have waived its rights to the Concession Improvements and any compensation that might be payable therefor.

E. Surrender of Entire Premises. If the surrender of the portion of the Premises requested by the STATE renders the remainder of the Premises unsuitable for the purposes of the Concessionaire under this Concession Agreement, and the STATE does not provide an alternate location, the Concessionaire may surrender the remainder of the Premises and be relieved of any further obligation hereunder except with respect to such other obligations of the Concessionaire which are intended to survive the termination of this Concession Agreement, including, without limitation, those obligations set forth in Article XLIII. (Survival of Obligations) herein.

F. Potential Fee Reduction. If such withdrawal or recapture causes any portion of the Premises to become unusable for the operation of the Concession, as authorized under this Concession Agreement, the Concession Fee shall be reduced as follows:

1. Non-Sales Space. For all non-sales space comprising the Premises that are withdrawn or recaptured, the Concession Fee paid by the Concessionaire will be reduced by a factor comprising the square footage of the space so withdrawn or recaptured multiplied by the applicable rates and charges established by the STATE for the applicable category of space.

2. Sales Space. For the sales spaces of the Premises that are withdrawn or recaptured, the Concession Fee paid by the Concessionaire shall be reduced as follows:

a. Percentage of Gross Receipts. Of the total gross receipts generated by the Premises for the twelve (12) months immediately preceding the date the STATE requests withdrawal or recapture, determine the percentage whose numerator is the gross receipts attributable to the sales space of which the portion of the Premises to be withdrawn or recaptured is a part (hereafter the "Target Sales Space") and whose denominator is the total gross receipts.

b. Greater of MAG or Percentage Fee. Multiply the percentage derived in Article XXII.F.2.a. (Percentage of Gross Receipts) by the greater of the MAG or the Percentage Fee.

c. Target Sales Space Area. Divide the product derived Article XXII.F.2.b. (Greater of MAG or Percentage Fee) by the square footage of the Target Sales Space.

d. Value of Withdrawn Sales Space. Multiply the square foot value derived in Article XXII.F.2.c. (Target Sales Space Area) with the square footage of the portion of the Target Sales Space being withdrawn or recaptured. The resulting product is the amount by which the Concession Fee payable for the remainder portion of the Target Sales Space not withdrawn or recaptured shall be reduced.

ARTICLE XXIII. TERMINATION BY CONCESSIONAIRE

If any one of the following events shall occur, the Concessionaire may terminate this Concession Agreement, in its entirety, either prior to or subsequent to the commencement of the Concession Agreement term, to wit:

A. Abandonment. The permanent abandonment of the Airport as a terminal for the transport by air of persons, property, cargo or mail.

B. Assumption. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Concessionaire from operating the Concession thereat for a period of at least sixty (60) consecutive days.

C. Injunction. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport for the purposes authorized under this Concession Agreement, and the injunction remaining in force for a period of at least sixty (60) consecutive days.

D. Breach. The breach by the STATE of, or its failure to perform, any of the covenants or agreements contained in this Concession Agreement, and either the failure of the STATE to remedy such breach for a period of sixty (60) days after receipt of a written notice of the existence of such breach, or, if fulfillment of the STATE's obligations requires activity over a

period of time, the failure of the STATE within said sixty (60) day period in good faith to commence the required activity and to continue the same thereafter except for causes beyond the STATE's control.

ARTICLE XXIV. SUSPENSION OR ABATEMENT

Upon the occurrence or maturity of any of the termination events contained in Article XXIII. (Termination by Concessionaire) herein, the Concessionaire may, in lieu of termination and upon prompt written notice to the STATE, either suspend this Concession Agreement, or in the alternative, request a just abatement of such portion of the concession fee obligations of the Concessionaire hereunder, as may be mutually agreed upon, in writing, by and between the STATE and the Concessionaire, such suspension or abatement to be effective from the time of the receipt of such written notice until there is a cessation of the occurrence or activity giving rise to the initial right to terminate this Concession Agreement. Nothing in this Article XXIV. (Suspension or Abatement) shall be construed as prohibiting the STATE from exercising its rights under Article XXII. (Withdrawal) to withdraw or recapture all or any portion of the Premises.

ARTICLE XXV. SUBORDINATION

A. Joint-Use. This Concession Agreement shall be subordinate in all respects to the provisions of any existing or future agreements between the STATE and the United States Government, or any agency thereof, relative to the aircraft operating areas of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event of any such inconsistency between such agreement(s) and the occupancy by the Concessionaire of the Premises, and its use thereof pursuant to Article V. (Use of Concession Premises) herein, this Concession Agreement or the particular terms and conditions affected thereby shall be suspended or terminated without the STATE being liable for any damages.

This Concession Agreement shall be subordinate in all respects to the provisions of any existing or future Joint-Use Agreement between the STATE and the United States Navy, the United States Army or the United States Air Force. In the event of any such inconsistency described in the preceding section between this Concession Agreement and any existing or future Joint-Use Agreement, this Concession Agreement or the particular terms and conditions affected thereby shall be suspended or terminated without the STATE being liable for any damages.

B. National Emergency. During times of war, whether declared by Congress or not, or national emergency, the STATE shall have the right to enter into any agreement with the United States Government for any military use of part or all of the landing area, the publicly-owned air navigation facilities, and all other areas and facilities of the Airport. In the event any such agreement is executed, the provisions of this Concession Agreement, insofar as they are

inconsistent with the provisions of the agreement with the United States Government, shall be suspended without the STATE being liable for any damages.

C. Rights of Concessionaire. Nothing in this Article XXV. (Subordination) contained shall detract from or limit, nor be construed to detract from or limit, the rights of the Concessionaire set forth in Articles XXIII. (Termination by Concessionaire) and XXIV. (Suspension or Abatement) herein, to seek damages or compensation from other than the STATE in the event of the execution of any such agreement described above, the terms of which are or may be inconsistent with the rights of the Concessionaire under this Concession Agreement.

ARTICLE XXVI. CONDEMNATION

A. Definitions. For purposes of this Article XXVI. (Condemnation), the following capitalized terms shall have the following meanings:

1. "Award" means all compensation, sums or value paid, awarded or received for Taking, whether pursuant to judgment, agreement, settlement or otherwise.

2. "Date of Taking" means the earlier of: (a) the date upon which title to the portion of the Premises taken passes to and vests in the condemnor, and (b) the date on which the Concessionaire is dispossessed.

3. "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under applicable laws. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation or in settlement of a condemnation action.

B. General. If during the Concession Agreement term, any Taking of all or any part of the Premises or any interest in this Concession Agreement occurs, the rights and obligations of the parties hereunder shall be determined pursuant to this Article XXVI. (Condemnation). The STATE and the Concessionaire intend that the provisions hereof govern fully in the event of a Taking.

C. Total Taking; Automatic Termination. If a total Taking of the Premises occurs (all of the Premises are included in the Taking) then this Concession Agreement shall terminate as of the Date of Taking.

D. Partial Taking; Election to Terminate.

1. Entire Termination. If a Taking of any portion (but less than all) of the Premises occurs, then this Concession Agreement shall terminate in its entirety if all of the following exist: (a) the partial Taking renders the remaining portion of the Premises untenantable or unsuitable for continued use by the Concessionaire for the operation of the Concession; (b) the condition rendering the Premises untenantable or unsuitable either is not

curable or is curable but the STATE is unwilling or unable to cure such condition; and (c) the STATE elects to terminate.

2. Material Portion Taken. If a partial Taking of a material portion of the Premises or the Airport terminal structure within which a portion of the Premises is located occurs, the STATE shall have the right to terminate this Concession Agreement in its entirety.

3. Notice of Election. The STATE's election to terminate this Concession Agreement pursuant to this Article XXVI. (Condemnation) shall be exercised by the STATE giving notice to the Concessionaire on or before the date that is one hundred twenty (120) days after the Date of Taking, and thereafter this Concession Agreement shall terminate upon the thirtieth (30th) day after such notice is given.

E. Award. Upon termination of this Concession Agreement pursuant to a Total Taking under Article XXVI.C. (Total Taking; Automatic Termination) or an election under Article XXVI.D. (Partial Taking; Election to Terminate) herein then:

1. Concessionaire.

a. Fees. The Concessionaire's obligation to pay all rents, fees and charges required under this Concession Agreement shall continue up until the date of termination and thereafter shall cease.

b. Surviving Obligations. The Concessionaire shall continue to be obligated to perform and comply with all obligations that are intended to survive the termination of the Concession Agreement, including, without limitation, those obligations set forth in Article XLIII. (Survival of Obligations) herein.

c. Concession Improvements. The Concessionaire shall be entitled to recover the unamortized value of the Concession Improvements constructed and installed on the Premises by the Concessionaire in the ratio that the unexpired term of the Concession Agreement on the Date of Taking bears to the unexpired term of the Concession Agreement on the date the Concession Improvements were completed by the Concessionaire.

d. No Claim Against the STATE. The Concessionaire shall have no claim against the STATE or others for (i) compensation or indemnity for the Concessionaire's leasehold interest and (ii) compensation and damages payable for or on account of land (including access rights) or improvements thereon (except as provided in Article XXVI.E.1.c. [Concession Improvements] herein).

e. Separate Claim Against Condemning Authority. The Concessionaire may make a separate claim for compensation from the condemning authority for the Concessionaire's relocation expenses, or the interruption of or damage to the Concessionaire's business or damage to the Concessionaire's personal property. If the condemning authority or a

court of competent jurisdiction concurs that said claim exists and is justified, the Concessionaire may receive any Award made specifically to the Concessionaire for such claim.

2. STATE. The STATE shall be entitled to the entire Award in connection with the Taking (including any portion of the Award made for the value of the leasehold estate created by this Concession Agreement), except for the unamortized value of the Concession Improvements as set forth in Article XXVI.E.1.c. (Concession Improvements) herein.

F. Partial Taking; Continuation of Concession Agreement. If a Partial Taking of the Premises occurs and this Concession Agreement is not terminated in its entirety under Article XXVI.D. (Partial Taking; Election to Terminate) herein, then this Concession Agreement shall terminate as to the portion of the Premises so taken, but shall remain in full force and effect as to the portion of the Premises not taken, and the rights and obligations of the STATE and the Concessionaire shall be modified as follows:

1. Potential Concession Fee Reduction. If the Taking causes any portion of the Premises to become unusable for the operation of the Concession, as authorized under this Concession Agreement, the Concession Fee shall be reduced as follows:

a. Non-Sales Space. For all non-sales space comprising the Premises that are part of the Taking, the Concession Fee paid by the Concessionaire will be reduced by a factor comprising the square footage of the space comprising the Taking multiplied by the applicable rates and charges established by the STATE for the applicable category of space.

b. Sales Space. For the sales spaces of the Premises that are part of the Taking, the Concession Fee paid by the Concessionaire shall be reduced as follows:

(1) Percentage of Gross Receipts. Of the total gross receipts generated by the Premises for the twelve (12) months immediately preceding the Date of Taking, determine the percentage whose numerator is the gross receipts attributable to the sales space of which the area of the Taking is a part (hereafter the "Taking Sales Space") and whose denominator is the total gross receipts.

(2) Greater of MAG or Percentage Fee. Multiply the percentage derived in Article XXVI.F.1.b.(1) (Percentage of Gross Receipts) by the greater of the MAG or the Percentage Fee.

(3) Taking Sales Space Area. Divide the product derived in Article XXVI.F.1.b.(2) (Greater of MAG or Percentage Fee) by the square footage of the Taking Sales Space.

(4) Value of Area of the Taking. Multiply the square foot value derived in Article XXVI.F.1.b.(3) (Taking Sales Space Area) with the square footage of the portion of the area of the Taking Sales Space which is part of the Taking. The resulting

product is the amount by which the Concession Fee payable for the remainder portion of the Taking Sales Space not part of the Taking shall be reduced.

2. Concession Improvements. The Concessionaire shall be entitled to recover the unamortized value of the Concession Improvements constructed and installed on the Premises by the Concessionaire in the ratio that the unexpired term of the Concession Agreement on the Date of Taking bears to the unexpired term of the Concession Agreement on the date the Concession Improvements were completed by the Concessionaire.

3. No Claim Against the STATE. The Concessionaire shall have no claim against the STATE or others for (i) compensation or indemnity for the Concessionaire's leasehold interest and (ii) compensation and damages payable for or on account of land (including access rights) or improvements thereon (except as provided in Article XXVI.F.2. [Concession Improvements] herein).

4. Separate Claim Against Condemning Authority. The Concessionaire may make a separate claim for compensation from the condemning authority for the interruption of or damage to the Concessionaire's business or damage to the Concessionaire's personal property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, the Concessionaire may receive any Award made specifically to the Concessionaire for such claim.

5. STATE's Award. The STATE shall be entitled to the entire Award in connection with the Taking (including any portion of the Award made for the value of the leasehold estate created by this Concession Agreement), except for the unamortized value of the Concession Improvements as set forth in Article XXVI.F.2. (Concession Improvements) herein.

6. Prompt Use. Any portion of the Award received by the Concessionaire shall be used promptly by the Concessionaire to the extent necessary to restore or replace the Concession Improvements on the remaining Premises, in accordance with plans, specifications, drawings, cost estimates and schedules first approved in writing by the STATE.

7. Continuing Obligation. Nothing herein shall be construed to excuse the Concessionaire from the Concessionaire's full performance of all covenants, obligations, terms and conditions under the Concession Agreement as to the part of the Premises not part of the Taking and the Concessionaire shall remain responsible for paying to the STATE all fees and charges required under the Concession Agreement.

G. Temporary Takings. Notwithstanding anything to contrary in this Article XXVI. (Condemnation), if a Taking occurs with respect to all or any part of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this Concession Agreement shall remain unaffected thereby, and the Concessionaire shall continue to pay the fees and charges required under the Concession Agreement and to perform all of the terms, conditions and covenants of this Concession Agreement. In the event of such temporary Taking, the Concessionaire shall be entitled to receive any Award.

ARTICLE XXVII. LITIGATION

A. Concessionaire Responsible. If the STATE shall, without any fault, be made a party to any litigation commenced by or against the Concessionaire arising out of Concessionaire's occupancy or use of the Premises, or Concessionaire's conduct of the Concession, or Concessionaire's Personal Property (other than condemnation proceedings), the Concessionaire shall indemnify, defend, keep, save, and hold the STATE harmless, and if or when appropriate or necessary, insure the STATE and the STATE's agents from and against any and all lawsuits, judgments, injunctions, decisions, orders, liabilities, losses, damages, costs, and expenses arising out of or related to any such litigation, including, without limitation, paying any and all costs, charges, and reasonable attorneys' fees incurred or imposed on STATE in connection with such litigation. In any action by the STATE for recovery of any sum due under this Concession Agreement, or to enforce any of the agreements, covenants, obligations, promises, stipulations, terms, or conditions contained in this Concession Agreement, the STATE shall be entitled to recover any and all costs, fees, charges, and reasonable attorneys' fees incurred or imposed on the STATE in connection with such actions.

B. Attorneys' Fees. For purposes of this Concession Agreement, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys who practice in the County with the equivalent number of years of experience in the subject matter area of law for which the STATE's attorneys' services were rendered.

C. Prompt Notice. Each party shall give prompt written notice to the other party of any claim or lawsuit instituted against it that may affect the other party.

D. Waiver of Claims. The Concessionaire hereby waives any claim against the STATE and the STATE's agents for loss of revenue, loss of opportunity, and loss of anticipated profits caused by any lawsuit or proceedings directly or indirectly attacking the validity of this Concession Agreement, or any part or portion hereof, or by any judgment or award in any lawsuit or proceedings declaring this Concession Agreement null, void, or voidable or delaying the same, or any part or portion hereof, from being carried out.

ARTICLE XXVIII. LIENS

A. STATE's Lien. The STATE shall have a lien upon all the Concessionaire's FFE upon the Premises, to the extent permitted by law, for the purpose of securing to the STATE the payment of all sums, including rents, fees, and other charges, which may be due from the Concessionaire under this Concession Agreement. In the event that past-due rents, fees, or charges are not paid by the Concessionaire within five (5) days after a notice of default is given by the STATE to the Concessionaire, the STATE may take possession of and sell such portion of the Concessionaire's FFE as may be sufficient to pay the delinquent rents, fees, and charges owed by the Concessionaire to the STATE. A sale of the Concessionaire's personal property

pursuant to this Article XXVIII. (Liens) may be made either publicly or privately, upon the notice given to the Concessionaire as herein provided.

B. Other Liens Prohibited. The Concessionaire shall not commit or suffer any act or neglect whereby the Premises, or any portion thereof, including any portion of the Airports or the Concession Improvements thereupon or therein, or the estate or interest of the Concessionaire in the same, at any time during the term of this Concession Agreement shall become subject to any attachment, lien, charge, or encumbrance whatsoever. The Concessionaire shall indemnify, defend, save and hold the STATE harmless, and if or when appropriate or necessary, insure the STATE, and the STATE's officers, employees, and agents from and against any and all attachments, liens, charges, and encumbrances, and any and all actions, suits, judgments, and orders relating thereto and any and all costs, fees, charges, expenses, and attorneys' fees resulting therefrom, it being expressly understood that the Concessionaire shall have no authority, express or implied, to create any attachment, lien, charge, or encumbrance upon or affecting the Premises, or any portion thereof, except as otherwise authorized in writing by the STATE under this Concession Agreement.

ARTICLE XXIX. SUCCESSORS AND ASSIGNS

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements, and obligations of this Concession Agreement shall, whenever applicable, extend to and bind and inure to the benefit of STATE and Concessionaire, and the legal representatives, successors, and permitted assigns of either or both of them.

ARTICLE XXX. NOTICES

Except as otherwise specifically provided in this Concession Agreement, any notice, consent, request, demand, or other correspondence given under this Concession Agreement shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or overnight courier, return receipt requested, with postage prepaid; to: (a) Concessionaire at the address provided on Page 1 of this Concession Agreement; or (b) STATE at the following address: State of Hawaii, Department of Transportation, Airports Division, Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819-1880; or (c) such other address as either the Concessionaire or the STATE may designate, in writing, as its new address for such purpose by notice given to the other in accordance with this Article XXX. (Notices) herein. Any notice hereunder shall be deemed to have been given and received and effective two (2) calendar days after the date when it is mailed, if sent by first-class, certified mail, one (1) calendar day after the date when it is mailed if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by facsimile to the number set forth herein, or such other number as may be provided from time to time; provided, however, neither party may give official or binding notice by facsimile.

ARTICLE XXXI. INTERPRETATION OF CONCESSION AGREEMENT

A. Headings. The headings and captions preceding the articles and sections of this Concession Agreement and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Concession Agreement.

B. Not Against Drafter. This Concession Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Concession Agreement. The language hereof, and in all parts of this Concession Agreement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either the STATE or the Concessionaire.

C. Fair Meaning. Provisions in this Concession Agreement relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances, or regulations are to be construed as including all statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding, or supplementing the statute, section, ordinance, or regulation.

D. Gender and Number. Whenever the singular number is used in this Concession Agreement and when required by the context, the same includes the plural, the plural includes the singular, and the masculine gender includes the feminine and neuter genders, and the word "person" shall include corporation, limited liability company, partnership, firm, and association.

ARTICLE XXXII. NO PARTNERSHIP

It is expressly understood and agreed by and between the STATE and the Concessionaire, that the STATE shall in no way be nor for any purpose become or be construed to become a partner of the Concessionaire in the conduct of its Concession business, or otherwise, or a joint venturer or a member of a joint enterprise with the Concessionaire and the STATE does not assume responsibility for the Concessionaire's conduct or performance under this Concession Agreement. The provisions of Article VI. (Concession Fee) hereof, relating to the percentage fee payable hereunder to the STATE by the Concessionaire are included therein solely for the purpose of providing a method whereby the concession fee is to be measured and ascertained. The STATE and the Concessionaire acknowledge and agree that there are no third-party beneficiaries to this Concession Agreement.

ARTICLE XXXIII. FORCE MAJEURE

A. STATE's Obligations. The STATE shall not be liable for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including (but without limitation thereto) strikes, boycotts, picketing, slow-downs, work stoppages, or labor troubles of any other type, whether affecting the STATE, its contractors, or subcontractors.

The STATE shall not be obligated to supply any service or services, if and to the extent, and during any period, that the supplying of any such service or services, or the use of any component necessary therefor, shall be prohibited by any federal, state, or municipal law, rule, regulation, requirement, order, or direction, provided, however, that even if such prohibition does not expressly apply to the STATE, the STATE may choose to comply with such prohibition, in whole or in part, and in so choosing, the STATE shall not be obligated to supply any such service or services.

B. Fees Remain Payable. Unless and only to the extent otherwise specified in this Concession Agreement (such as Article VI.I. [Relief Due to Economic Emergency]), no abatement, diminution, or reduction of the rents, fees, or other charges payable by the Concessionaire shall be claimed by or allowed to the Concessionaire for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances, or regulations of the United States of America, or of the State of Hawaii, or any county or municipal governments, or of any other municipal, governmental, or lawful authority whatsoever; or by priorities, rationing, curtailment, or shortage of labor or materials, or by war, acts of terrorism, or any matter or thing resulting therefrom, or by strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or by any other cause or causes beyond the control of the STATE, nor shall this Concession Agreement be affected by any such causes.

C. Non-Economic Relief. Upon the occurrence of a force majeure event, as determined by the Director, in the Director's sole discretion, the Director may, but is not obligated to, grant non-economic relief to the Concessionaire, the amount, extent, and duration of which shall be determined by the Director, in the Director's sole discretion. Examples of force majeure events include acts of God, federal or state laws, governmental regulations, orders, or restrictions, acts of superior government authority, war, war-like conditions, hostilities, acts of terrorism, acts of the public enemy, sabotage, rebellion, riots, looting, military mobilization, blockades, embargoes, or other transportation delay, strikes, lockouts, or other labor disputes, shortages of labor, inability to secure fuel, materials, supplies, or power due to shortages thereof, epidemic, fire, or flood.

D. Concessionaire Enforcement. Nothing in this Article contained shall preclude nor be construed to preclude the enforcement by the Concessionaire of any of its rights contained in Article XXIII. (Termination by Concessionaire) and Article XXIV. (Suspension or Abatement) hereof.

ARTICLE XXXIV. ENTIRE AGREEMENT

The parties intend that this Concession Agreement (including all of the exhibits and attachments which are made a part of this Concession Agreement) shall be the final expression of their entire agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Concession Agreement shall constitute the complete and exclusive statement of its covenants, agreements, obligations, stipulations, terms, and conditions, and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative, or other legal proceeding.

ARTICLE XXXV. AMENDMENTS

Neither this Concession Agreement, nor any of the terms, and conditions contained herein may be varied, changed, modified, or revised by any oral agreement or representation, or otherwise, except by an instrument, in writing, of subsequent date hereto, executed by both parties by their respective officer(s) or other duly authorized person(s).

ARTICLE XXXVI. INVALID PROVISION-SEVERABILITY

If any provision of this Concession Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Concession Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Concession Agreement shall be valid and be enforceable to the full extent permitted by law.

ARTICLE XXXVII. NON-LIABILITY OF INDIVIDUALS

Neither the STATE, the Director, nor any governmental agency of the State of Hawaii (including any as may succeed to the duties, powers or functions of the STATE), nor any of them, nor any agency, officer, or employee thereof, shall be charged personally by the Concessionaire with any liability, or be held liable to the Concessionaire under any covenant, provision, term, or condition of this Concession Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

ARTICLE XXXVIII. NONDISCRIMINATION

A. Construction. The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Premises, that in the event facilities are constructed,

maintained, or otherwise operated on the Premises described in this Concession Agreement for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (CFR), U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Federal Regulations may be amended.

B. Operation. The Concessionaire, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree:

1. That no person on the grounds of race, creed, color, national origin, sex or a physical handicap or disability, as defined in the Americans with Disabilities Act of 1990, shall be denied the benefits of, or be otherwise subjected to discrimination in, the use of said facilities and services;

2. That in the construction of any improvements on, over or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex or a physical handicap or disability, as defined in the Americans with Disabilities Act of 1990, shall be denied the benefits of, or otherwise be subjected to discrimination;

3. This Concession Agreement is subject to the requirements of the U. S. Department of Transportation's regulations, Title 49 CFR Parts 23 and 26;

4. That the Concessionaire shall not discriminate against any business owner because of race, creed, color, national origin, sex or a physical handicap or disability, as defined in the Americans with Disabilities Act of 1990, in connection with operating and maintaining the Concession at the Airport or in connection with the award and performance of any Concession Agreement covered by Title 49, CFR Parts 23 and 26;

5. That the Concessionaire shall use the Premises, and operate and maintain the Concession thereon in compliance with all other requirements imposed by or pursuant to Title 49, CFR, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Federal Regulations may be amended; and

6. That the Concessionaire will include the foregoing statements in any subsequent Concession Agreement or other agreements it enters and cause those businesses to similarly include the statements in further agreements.

C. Breach. In the event of breach of any of the foregoing nondiscrimination covenants, the STATE may terminate this Concession Agreement and re-enter and repossess the Premises, together with all Concession Improvements and the Concessionaire's FFE thereon, and hold the same as if the Concession Agreement had never been made or issued.

ARTICLE XXXIX. CIVIL RIGHTS PROVISION

The Concessionaire assures that it will undertake an affirmative action program as required by Title 14, CFR Part 152, Subpart E and as said regulation may be administered upon the Airport by the Federal Aviation Administration, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered by Title 14, CFR Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire further assures that it will require that its covered sub-organizations provide assurances to the STATE that they similarly will undertake affirmative action programs, and that they will require assurances from their sub-organizations, as required by Title 14, CFR Part 152, Subpart E, to the same effect.

ARTICLE XL. DISPUTES

A. All Disputes. All controversies and disputes between the STATE and the Concessionaire which arise under, or by virtue of, this Concession Agreement, and which are not resolved by mutual agreement, shall be decided by the Director, in writing, within one hundred twenty (120) calendar days after receiving a written request by the Concessionaire for a final decision concerning the controversy; provided that if the Director does not issue a written decision within one hundred twenty (120) calendar days after receiving a written request for a final decision, within such longer period as may be agreed upon by the parties, then the Concessionaire may proceed as if an adverse decision had been received.

B. Notice of Decision. The Director shall immediately furnish a copy of the decision to the Concessionaire, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

C. Final and Conclusive. Any such decision by the Director shall be final and conclusive.

ARTICLE XLI. BROKERS

The Concessionaire warrants and represents to the STATE that the Concessionaire has not had any contact or dealings regarding the renting of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Concession Agreement. In the event

that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the Concessionaire shall be responsible for such commission or fee and shall indemnify, defend, and hold harmless the STATE from any and all claims, demands, actions, suits, causes of action, judgments, liabilities, losses, damages, costs, and expenses arising from the Concessionaire's dealings and interactions with any broker, finder or person who could claim a right to a commission or finder's fee. The provisions of this Article XLI. (Brokers) shall survive any termination or expiration of this Concession Agreement.

ARTICLE XLII. STATE RESERVATIONS

The STATE may (a) at any time, upon reasonable advance written or oral notice, enter the Premises to show the Premises to interested parties, to post notices of non-responsibility, to re-measure the Premises, to repair any part of the Premises or adjoining areas, to install equipment for adjoining areas, to conduct a financial audit, and for any other lawful purpose; (b) without advance notice, enter the Premises to conduct an environmental audit, operational audit, or general inspection, or in an emergency. The STATE shall use reasonable efforts to minimize disruption to the Concessionaire's Concession operation. Such entry shall not constitute a forcible or unlawful entry into or a detainer of the Premises, or an eviction, actual or constructive, of the Concessionaire from the Premises. The STATE reserves the exclusive right to use all areas of the Airport not comprising the Premises, and the exterior walls and roofs of the Premises. The STATE reserves the exclusive right to use such areas, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, columns, equipment, appurtenances and structural elements serving other parts of the Airports in and through the Premises. This reservation in no way affects the Concessionaire's maintenance obligations contained in the Concession Agreement.

ARTICLE XLIII. SURVIVAL OF OBLIGATIONS

A. STATE's Right to Enforce. Termination of this Concession Agreement, whether by expiration or sooner termination, shall not affect the right of the STATE to enforce any or all indemnities and representations and warranties given or made by the Concessionaire to the STATE under this Concession Agreement, nor shall it affect any provision of this Concession Agreement that expressly states it shall survive termination hereof, including, without limitation, Articles IX. (Concession Bond), XI.B. (Compliance with Americans With Disabilities Act), XI.C. (Environmental Compliance - Concessionaire's Duties), XVII. (Liability and Indemnity), XXVI. (Condemnation), XXVII. (Litigation), XXVIII. (Liens) and XLI. (Brokers). The Concessionaire specifically acknowledges and agrees that, with respect to each of the Concessionaire's indemnities contained in this Concession Agreement the Concessionaire has an immediate and independent obligation to defend the STATE from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Concessionaire by the STATE.

B. Accrued Obligations. The Concessionaire's obligation to make payments to the STATE in respect of accrued charges (including those which have not yet been billed) and to make repairs (including those relating to the return of the Premises to the STATE) which are accrued at the expiration or earlier termination of this Concession Agreement shall survive the expiration or earlier termination of this Concession Agreement.

ARTICLE XLIV. QUIET ENJOYMENT

The Concessionaire, upon paying all of the rents, fees and charges required under this Concession Agreement and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full Concession Agreement term as against all persons or entities claiming by and through the STATE. The Concessionaire expressly acknowledges that the Concessionaire's right to quiet possession of the Premises does not preclude the STATE's right to make changes and additions to the Airports, including the Premises, and to do work in the Premises as permitted by this Concession Agreement, including, without limitation, the STATE's right to relocate the Concessionaire as described in this Concession Agreement.

ARTICLE XLV. ACCORD AND SATISFACTION

A. Concessionaire's Instructions Void. The payment by the Concessionaire or the receipt by the STATE of a lesser amount than the concession fee or rent stipulated in this Concession Agreement may be, at the STATE's sole option, deemed to be on account of the earliest due of: first, (1) any interest, service charges and late fees and second, (2) any stipulated concession fee or rent (beginning with earliest owing concession fee or rent), notwithstanding any instruction by or on behalf of the Concessionaire to the contrary, which instructions shall be null and void, and no endorsement or statement on any check or any letter accompanying any such check or payment will be deemed an accord and satisfaction, and the STATE may accept such check or payment without prejudice to the STATE's right to recover the balance of such concession fee or rent or payment or pursue any other remedy available in this Concession Agreement or at law.

B. Acceptance Does Not Invalidate Notice. The STATE may accept any partial payment from the Concessionaire without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice given or required to be given pursuant to applicable law.

ARTICLE XLVI. JOINT AND SEVERAL LIABILITY

The obligations, covenants, promises, liabilities, warranties and representations of the Concessionaire under this Concession Agreement shall be joint and several by and among any and all entities and persons comprising the Concessionaire.

ARTICLE XLVII. ESTOPPEL STATEMENTS

A. Concessionaire Must Deliver. Within ten (10) days after request therefor by the STATE, the Concessionaire shall deliver, in recordable form, an estoppel statement certifying that this Concession Agreement is in full force and effect, the date of the Concessionaire's most recent payment of rent or concession fee, and that the Concessionaire has no defenses or offsets outstanding, or stating those claimed, and any other information reasonably requested by the STATE.

B. Failure to Deliver. If the Concessionaire fails to deliver the requested estoppel statement to the STATE within the specified period, the following shall be deemed conclusive: (1) this Concession Agreement is in full force and effect, without modification, except as may be represented by the STATE; (2) there are no uncured defaults in the STATE's performance and the Concessionaire has no right of offset, counterclaim or deduction against the rents or concession fee payable under this Concession Agreement; and (3) no more than one month's rent or concession fee has been paid in advance. Such conclusions shall be binding upon the Concessionaire. Notwithstanding these conclusions, the Concessionaire's failure to deliver the requested estoppel statement shall constitute a breach of this Concession Agreement.

ARTICLE XLVIII. AUTHORITY

If the Concessionaire signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Concession Agreement on behalf of the Concessionaire does hereby covenant and warrant that the Concessionaire is a duly authorized and existing entity, that the Concessionaire has and is duly qualified to do business in Hawaii, that the Concessionaire has full right and authority to enter into this Concession Agreement, and that each and all of the persons signing on behalf of the Concessionaire are authorized to do so. Upon the STATE's request, the Concessionaire shall provide the STATE evidence reasonably satisfactory to the STATE confirming the foregoing representations and warranties.

ARTICLE XLIX. CONSENTS

If the STATE is required to be reasonable in granting or withholding consent or approval, but fails to do so, the Concessionaire's sole and exclusive remedy is to seek specific performance, and in no event will the STATE be liable for any monetary damages. All approvals by the STATE shall be in writing.

ARTICLE L. COUNTERPARTS

This Concession Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the

original or the same counterpart. For all purposes, including, without limitation, recordation, filing, and delivery of this Concession Agreement, duplicate unexecuted pages of the counterparts may be discarded, and the remaining pages assembled as one document.

ARTICLE LI. GOVERNING LAW

This Concession Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

(this page intentionally left blank, signature page follows)

IN WITNESS WHEREOF, the parties have duly executed this Concession Agreement on the day and year first above written.

APPROVED AS TO FORM:

_____
LAURA KIM-NUGENT
Deputy Attorney General

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

By _____
GLENN M. OKIMOTO, Ph.D.
Its Director

STATE

(CONCESSIONAIRE)

By _____
Its

CONCESSIONAIRE

APPROVED:

BOARD OF LAND AND
NATURAL RESOURCES

By_____
WILLIAM J. AILA, JR.
Chairperson and Member

Approved by the Board
at its meeting held on

9-14-12, Item M-1

STATE OF _____)
) SS
COUNTY OF _____)

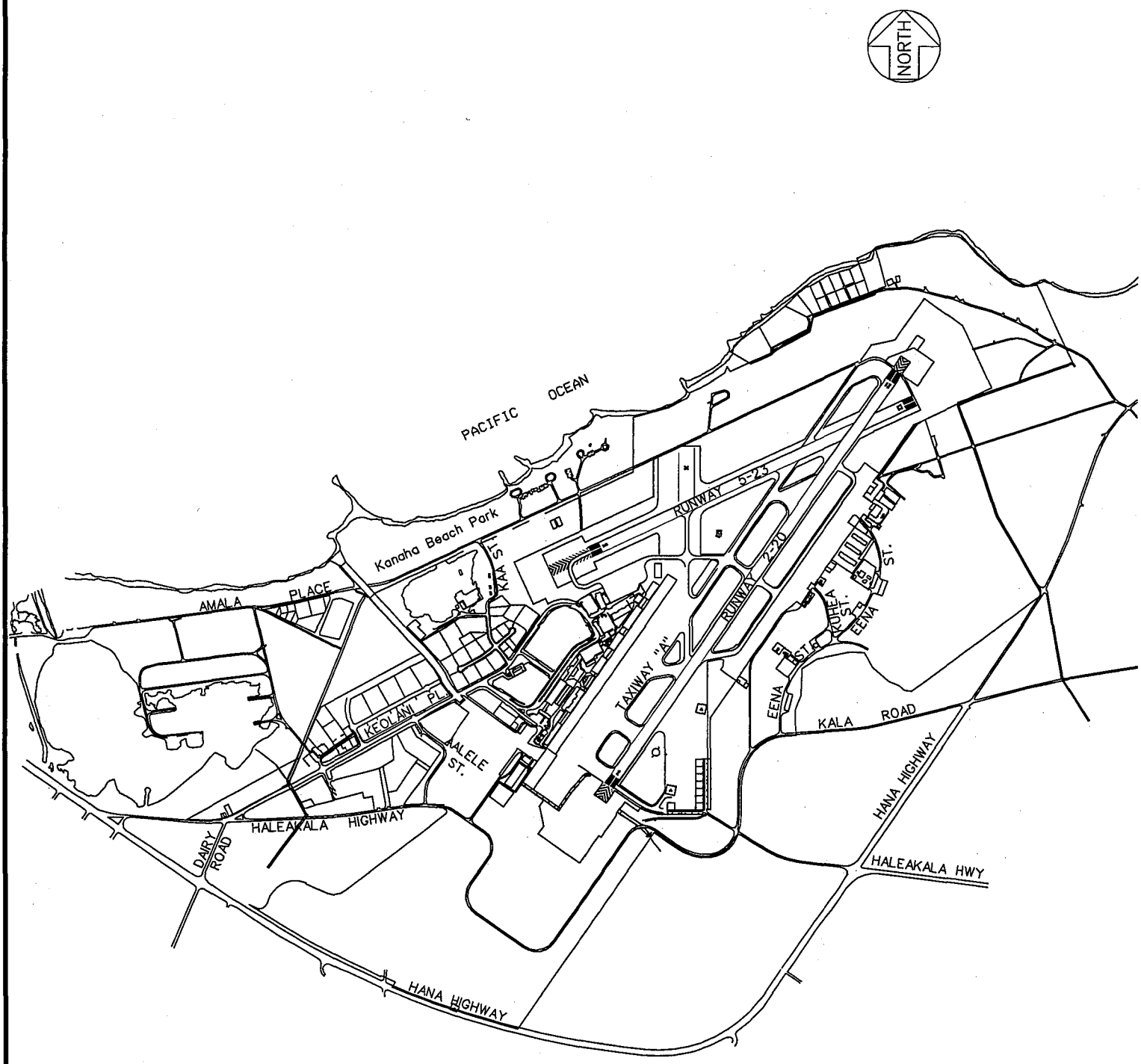
On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being by me duly sworn, did say that _____ is (are) the _____ of _____ and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

Print Name: _____
Notary Public, _____Judicial Circuit
State of _____

Doc. Description: _____
No. of Pages: _____

_____
Notary signature

My Commission Expires: _____



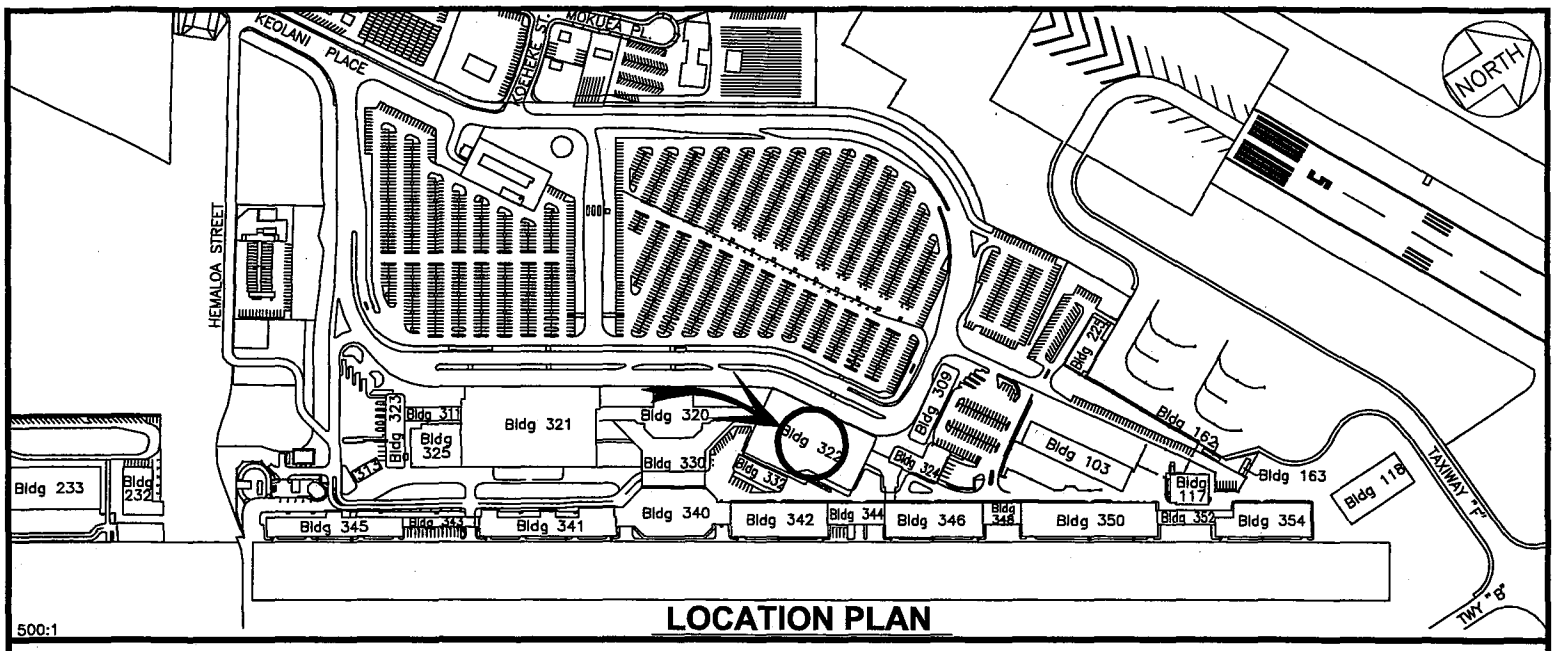
SCALE: 1" = 2000'

DATE : JANUARY 2013 EXHIBIT: A

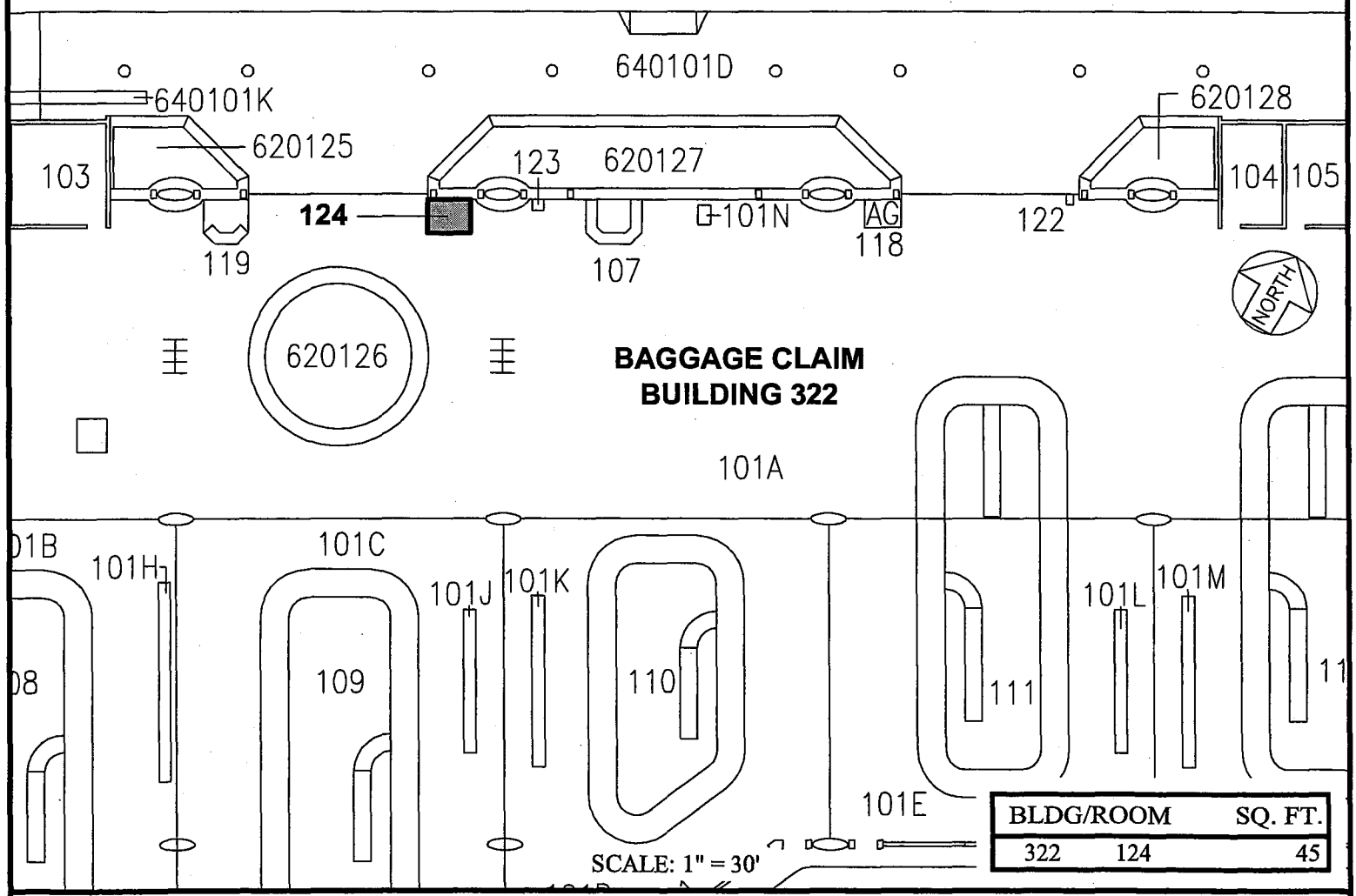
DEPARTMENT OF TRANSPORTATION · STATE OF HAWAII · Airports Division	SHUTTLE BUS CONCESSION	"AIRPORT"	PLAT 01

N:\AIRPORTS\OGG_KAHULUI\CAD\PM\OGG_AIRPORT01.DWG

KAHULUI AIRPORT



LOCATION PLAN



BLDG/ROOM		SQ. FT.
322	124	45

DATE : JANUARY 2013 EXHIBIT: B

DEPARTMENT OF TRANSPORTATION STATE OF HAWAII — Airports Division	SHUTTLE BUS CONCESSION	BUILDING 322 BAGGAGE CLAIM GROUND LEVEL	322124 PLAT 35, A1

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KAHULUI AIRPORT

TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 1

FINAL: 9/30/2002

Prepared by:

KAJIOKAYAMACHI
ARCHITECTS

934 PUMEHANA STREET
HONOLULU, HAWAII 96826

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F. GLOSSARY

MANUAL 1 - INTRODUCTION

The Tenant Improvement Guidelines (TIG) are minimum quality standards set by the State of Hawaii, Department of Transportation - Airports Division (DOTA), to assist Tenants in the development, design and construction of their leased space / facilities, or improvements to their leased space / facilities. These guidelines apply to all State of Hawaii, DOTA Tenants (lessees and permittees) including, but not limited to the following: Concessionaires, Airlines, Services, and Fixed based operators.

The TIG consist of two(2) manuals: Manual 1 and Manual 2.

MANUAL 1:
The first manual (Manual 1) outlines instructions, policies and procedures for development or improvements to Tenant Facilities at all major and minor State Airports.

Section 'E', the Appendix, contains the Process Flow Chart, Project Description form, Tenant Improvement Plan Approval forms, Certificate of Insurance instructions, etc.

MANUAL 2:
The second manual (Manual 2) provides general design guidelines and criteria the Tenant consultant is expected to comply with, in the development or improvement of their facility.

The TIG is written to be general in nature. Tenants shall become familiar with the documents and shall be responsible for remaining current on revisions to these documents. The TIG is considered to be dynamic in nature and may change from time to time; revisions will be available upon request from the DOTA.

In all cases, Tenants are strongly encouraged to establish on-going communications and review individual design concerns with the State of Hawaii, Dept. of Transportation – Airports Division (DOT-A), during the early stages of their design and construction phases to ensure their facilities comply with all of the appropriate design standards and criteria.

IMPORTANT NOTE:
In the event there is a discrepancy on interpretation of these guidelines or any other applicable rules or regulations, the Airport District Manager (ADM) has the right to final authority and determination of which rules to follow.

Depending on the size of a particular improvement project (especially for 'minor' improvements/modifications), the DOTA will have the right to final authority and determination, to waive any requirements set forth in these manuals.

1.1 – DEFINING THE SCOPE OF WORK

1.1.1 Tenant Responsibilities

A. Each Tenant needs to determine their individual needs and requirements for operating their facilities at their specific airport during the early stages of their design.

B. Each Tenant needs to determine what utilities and capacities they require. It shall be the Tenant's responsibility to coordinate with DOTA to ensure proper utilities, capacities and all other aspects required to operate their facilities are available.

1.1.2 Types of Improvements

A. The TIG applies to the following types of improvements:

(a) Initial construction (including new leases).
(b) Renovation / alteration / modification
(c) Relocation to a new and/or different leased space.
(d) New, renovated, or relocated signage, displays and fixtures.

1.1.3 Types of Work Requiring Conformance to the TIG:

A. CIVIL WORK – See "Development Standards for Leased Airport Property" Procedure No. 7.7, 1/15/95 (or the latest revised version)
(a) Site Planning
(b) Storm Drain Design (landside)
(c) Roadway Signs
(d) Pavement Design
(e) Parking
(f) Pavement Marking & Striping
(g) Fencing and Gates
(h) Trash Handling
(i) Walkways
(j) Other Exterior Utilities

B. LANDSCAPE WORK
(a) General
(b) Parking Areas

C. ARCHITECTURAL WORK
(a) General
(b) Flooring

1.1 – DEFINING THE SCOPE OF WORK (continued)

(c) Walls
(d) Ceiling
(e) Doors Within Tenant's Premises
(f) Lighting
(g) Public entrances and storefronts
(h) Merchandising Displays & Fixtures
(i) Finishes / Paint
(j) Surface Preparation Requirements
(k) Queuing Devices

D. MECHANICAL WORK
(a) Plumbing and drainage
(b) Air conditioning and ventilation
(c) Fire sprinkler systems

E. ELECTRICAL WORK
(a) Lighting System
(b) Power System
(c) Fire Alarm System
(d) Telephone / Communication System
(e) Security System

1.2 – LOCAL CONDITIONS

1.2.1 General

A. If the TIG and the Tenant's lease documents differ, the lease documents shall govern.

B. All questions relating to clarification of specific sections of the TIG shall be directed in writing to the appropriate Airport District Manager (ADM).

C. The State of Hawaii has the right, at any time, to revise the TIG. All tenant improvements must conform to the TIG currently in effect.

D. Any deviations from this TIG may be permitted only after written approval is given by the Airport District Manager.

E. Each airport may, in addition to these guidelines, have other rules and regulations which refer specifically to that particular airport and the Tenant is responsible for adhering to those rules and regulations in effect on the date the submittal is received by the State of Hawaii.

F. In the event there is a discrepancy on interpretation of these guidelines or any other applicable rules or regulations, the Airport District Manager has the right to final authority and determination of which rules to follow.

1.2.2 Airport District Manager Addresses (and their airports):

A. Oahu Airport District Manager
Honolulu International Airport
300 Rodgers Boulevard, #12
Honolulu, HI 96819
Ph: #836-6533 / Fax: #836-6682

Major Airport: Honolulu Intl. Airport
Minor Airports: Dillingham Airfield
Kalaeloa Airport

B. Maui Airport District Manager (includes Molokai & Lanai)
Kahului Airport
Ph: #872-3830 / Fax: #872-3829

Major Airport: Kahului Airport
Minor Airports: Hana Airport, Kalaupapa Airport, Kapalua Airport Lanai Airport, Molokai Airport

C. Kauai Airport District Manager
Lihue Airport
3901 Mokulele Loop #6
Lihue, HI 96766
Ph: #246-1400 / Fax: #295-2568

Major Airport: Lihue Airport
Minor Airport: Port Allen Airport

D. Hawaii Airport District Manager
Kona International Airport
P.O. Box 1660
Kailua-Kona, HI 96745
Ph: #329-2484 / Fax: #329-7414

Major Airports: Kona Intl. Airport
Hilo Intl. Airport
Minor Airports: Upolu Airport
Waimea-Kohala Airport

1.3 - INSURANCE REQUIREMENTS

1.3.1 General

A. The Tenant shall provide **Builder's Risk Insurance** during construction and **Property and Liability Insurance** for completed improvements per the requirements outlined in the TIG.

B. The Tenant's Design Consultant (Architecture/Engineering) shall comply with insurance requirements outlined in 1.3.2.

C. The Tenant's General Contractor shall comply with insurance requirements for construction as outlined in 1.3.2.

D. The Tenant-Contractor agreement shall stipulate that the Tenant shall indemnify and hold harmless the DOT-A, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work.

1.3.2 Certificate of Insurance

A. All Contractors performing work on airport property must demonstrate a Certificate of Insurance from an insurance company or agency, licensed in the State of Hawaii, showing full coverage of the Contractor for:

(a) Comprehensive Automobile Liability: combined single limit per accident for bodily injury and property damage with the State of Hawaii named as additional insured.

(b) Commercial General Liability (Occurrence form): combined single limit per occurrence with the State of Hawaii named as additional insured.

As a condition for authorization to enter the Airport Operations Area (AOA), the Contractor shall provide evidence of insurance coverage in the form of a Certificate of Insurance issued by an authorized insurance carrier. Insurance requirements shall consist of the following:

(c) Standard AOA Clearance – Any portion of a public airport from which the public is restricted by fences or appropriate signs, and not leased or demised to anyone for exclusive use and shall mean and include runways, taxiways, all ramp and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and landing areas.

1.3 - INSURANCE REQUIREMENTS (continued)

1. Automobile Liability and General Liability insurance coverages for bodily injury and property damage (combined single limit) per occurrence.

2. Specifically name the State of Hawaii as an additional insured.

3. Indicate that the Airport District Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.

(d) Limited AOA Clearance – Restricts vehicular operation to Diamond Head and Ewa gull wing second level roadway and the connecting third level main terminal roadway only, with entry and exit via Security Access Point C.

1. Automobile Liability and General Liability insurance coverages for bodily injury and property damage (combined single limit) per occurrence.

2. Specifically name the State of Hawaii as an additional insured.

3. Indicate that the Airport District Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.

1.3.3 Reference

A. See APPENDIX, Document M.1-2, Instructions for Certificate of Insurance.

1.4- DESIGN CONSULTANT REQUIREMENTS

1.4.1 Tenant to Utilize Licensed Architect / Engineer

A. The Tenant shall engage a qualified Architect / Engineer, licensed in the State of Hawaii, in the preparation of Tenant's design, working drawings, calculations, specifications and construction contract documents.

1.4.2 Drawings & Specs to Bear Registered Arch. / Engr. Stamp

A. Drawings and specifications prepared by contractors or fabricators shall not be accepted unless they are supplemental to those prepared by a licensed professional Architect or Engineer registered in the State of Hawaii and bearing his or her stamp.

1.4.3 Tenant to Submit Background Information to DOTA

A. Once the Tenant's design consultant has been selected, the Tenant shall submit the following to DOTA:

(a) Letter of Notification - The Tenant shall submit in writing, a letter identifying the name of the design consultant(s), business address, telephone and fax number, contact person (Principal-in-charge) and the contract amount.

(b) Prime Consultant's Background Information – The Tenant shall submit to DOTA, the Prime Design Consultant's resume *or otherwise* provide the following information in writing: educational background, professional experience and registration / licenses.

(c) Sub-Consultant's Background Information – If any subconsultants will be utilized, the Tenant shall submit to DOTA the following, in writing: educational background, professional experience and, if applicable, registration / licenses.

1.5 – REVIEWING DESIGN PARAMETERS

1.5.1 General

A. The TIG is general in nature and does not address every type of condition or detail tenants may encounter in their individual areas. Tenants are therefore encouraged to develop an on-going review process during the early design stages with the DOTA to determine specific design criteria and conditions which are acceptable to DOTA.

B. Tenants should be prepared to discuss individual design concerns not addressed in the TIG when they meet with DOTA and their consultants, at the Schematic Design Review.

C. It is imperative that the Tenant develops a full understanding of what the base building design calls for before any design work is started. Although DOTA intends to provide basic functional systems (i.e. mechanical, lighting, fire protection, etc.) for the Tenant to connect to, DOTA does not guarantee that all tie-in points will be within the Tenant's leased area. If the Tenant needs to tie into DOTA's systems at allocations beyond the Tenant's leased area, such location shall be as approved by the Airport District Manager, and at the expense of the Tenant. All such modifications shall be designed by the Tenant's Design Consultant at the expense of the Tenant.

1.5.2 Airport Improvements

A. "Airlines", "Services" and "Fixed Base Operator" Tenants should contact DOTA to verify which of the following will be provided: the basic building structure, structural finished floor, HVAC primary duct, electrical supply panel at electrical distribution room, water and sanitary sewer within the building utility corridor, and communication system. The tenant is to provide a dust-tight, secure construction separation wall between any public space and the tenant's leased area. (See Manual 2 for construction requirements).

1.5.3 Tenant Improvements

A. Tenant shall provide all finishes including, but not limited to, walls, floors, signage, ceilings, counter shelving, cabinets and display cases.

B. Tenant shall be responsible for connecting into DOTA's main exhaust and cooling air distribution systems. If ductwork needs to extend beyond the Tenant's leased space in order to properly tie into these systems, it shall be the Tenant's responsibility to provide such connections, at their expense, and to provide any and all ductwork and

ductwork extensions and related controls for air distribution within the lease area. Prior approval by DOTA to make connections outside of leased area is needed.

C. Tenant shall be responsible for all lighting, power, fixtures and wiring, accessories, panels and metering required to bring power from the main electrical panel into the lease area, subject to terms or conditions of the lease or permit.

D. If required and approved in writing by DOTA for operation, all water piping, and drainage facilities shall be the responsibility of the Tenant, subject to terms or conditions of the lease or permit.

E. Food Prep Concessionaire shall provide all cooking equipment & fixtures and perform all necessary building modifications necessary to meet the State of Hawaii codes & requirements, including, but not limited to individual County Building, Zoning, and Health Codes, subject to terms or conditions of the lease or permit.

F. All improvements must conform to the TIG and must be approved in writing by DOTA prior to installation.

1.5.4 Improvements Provided to Tenants

A. Improvements provided to Tenants vary depending upon type and location of the Tenant's facility and per island. Information regarding existing conditions and improvements are available from DOTA.

2.1 – EXISTING CONDITIONS

2.1.1 Obtaining Information on Existing Conditions

A. The Tenant shall be responsible for obtaining all the necessary information regarding the existing condition of the leased space as it relates to the planned development or improvement.

B. Request for existing Drawings and Specifications for tenant improvement areas may be made to the ADM. Existing documents and specific information as required by the tenant may or may not be available and/or reflect As-built conditions. It shall be the responsibility of the Tenant and/or the Tenant's Design Consultant to verify current documents to determine actual conditions that will be encountered during the construction of their facilities.

   (a) Existing facility and utility service data shall be verified at the job site by the Tenant.

   (b) For airport facilities in the process of development, preliminary, and/or final drawings and specifications are available from the ADM.

C. Questions and requests for clarification regarding these existing Drawings and Specifications should be directed to the ADM.

2.2 – DESIGN INTENT AND CONCEPT

2.2.1 General

A. All Hawaii State airport designs shall promote a passenger friendly experience, offering high quality and diverse products, utilizing building materials and design elements in all airport spaces including, but not limited to, Retail, and Food & Beverage Concessionaires, Airlines, Support Facilities, etc.

2.2.2 Design Guidelines

A. The design guidelines are intended to serve as a starting point to stimulate high quality design consistent with the regularity of design and materials established in the public spaces of the airport.

(a) Kona International Airport @ Keahole: The Big Island (Hawaii) is the birthplace of King Kamehameha I who made his ambition to conquer and unite the Hawaiian islands. Hawaiian royalty once roamed the Kona district and remnants of the yesteryear are still visible. Hence the theme of King Kamehameha prevails at the Kona International Airport at Keahole.

(b) Hilo International Airport: The Hilo area on the Big Island is the home for many volcanos, Mauna Kea, Kilauea Caldera, and Mauna Loa. Hence, it is appropriate that Hilo International Airport reminds one of volcanoes and the legends of Pele.

(c) Honolulu International Airport: The voyaging concept is appropriate as a metaphor for travel at the Honolulu International Airport, the major airport of entry and departure for the Hawaiian Islands. It provides a link between the ocean travel of the early Hawaiians and the air travel of the visitor today.

(d) Kahului Airport: Maui is a Polynesian demigod and there are several different versions of the epic legends of Maui. Research found that this Polynesian superman was a rich source for inspiration. The appropriateness of this theme is obvious for an airport located on the island named after him.

(e) Lihue Airport: Kauai is comprised of many diverse natural environments from hot dry coastlines to tropical rain forests. The "Garden Isle's" greatest visual appeal, the tropical rain forest, is the theme of Lihue Airport. It is lush, verdant, colorful and fragrant.

2.2.3 Hawaii State Airports Cultural Master Plan

A. The Hawaii State Airports Cultural Master Plan was to answer the mandate of the Seventeenth Legislature of the State of Hawaii Regular Session to "integrate Hawaii's rich multicultural influence, with a strong emphasis on the native Hawaiian culture, into the physical and service characteristics of the airport system."

B. Copies of this plan are available from the ADM office for review.

2.3 – DESIGN REVIEW

2.3.1 Initial Procedures for Tenants to Follow

A. The Tenant shall meet with the Airport District Manager (ADM) to discuss the feasibility of the proposed improvements. If feasible, the ADM will begin the approval process according to the *Tenant Improvement Plan Approval* Forms (See APPENDIX: Doc. M.1-4).

B. Refer to the *Process Flow Chart* (Doc. M.1-1 in APPENDIX).

C. The tenant shall provide five (5) sets of plans, specifications and *Project Description* (Doc. M.1-3 in APPENDIX) to accompany the approval forms. The plans shall be full size drawings unless otherwise allowed by the ADM.

D. If the project is approved, the ADM will issue the tenant *Permit to Perform Work on State Airport Property* (Document M.1-5 in APPENDIX). No work shall be performed until the permit is issued and the permit shall be prominently displayed on the job site.

2.3.2 Tenant's Design and Approvals

A. The DOTA requires prior written approval for all Tenant's Design and Construction Work. The Tenant shall comply with the Submittal Requirements, as set forth within this manual and within the period of time, if any, specified in the Tenant's Agreement.

B. All submittals and requirements are subject to approval by the Airport District Manager.

C. Project Review – Each step of the Design Review Process takes approximately ten (10) business days for review and approval, provided all the required documents in the application package have been received by DOTA. Additional time may be required under certain circumstances, particularly if interfaces with other projects occur, or if outside agency approvals are necessary. In the event changes or modifications to the submitted material are required, conditional approval may be given, contingent upon ultimate satisfaction of the changes noted. All field design changes, modifications and/or additions require review and approval.

2.3.3 Design Process – General

A. The Tenant Design Process is an evolutionary process of drawing, research, analysis and problem synthesis. The Tenant's Design Consultant should attempt to develop a strong program of wants and needs reconciled to the budget and schedule. Project delivery approach must be considered early in the initial phases of design as well since this decision will drive design decisions. The Tenant should consider fast-track multi-prime construction contracts or design-build ventures only where applicable.

B. The Tenant's Design Consultant Team may include licensed and unlicensed sub-consultants; however, all Architects and Engineers on the team must be licensed in the State of Hawaii. All drawing submittals shall be professionally drawn to industry standards. The Design Process will consist of two (2) separate phases:

(a) Schematic Design Phase

(b) Contract Documents Phase

C. Depending on the Tenant's scope of work and complexity, not all Tenants will have to submit design documents for each phase. The DOTA will make this determination regarding submittal requirements, including schedule and numbers of copies per submittal prior to the start of Design. For example, in the case of minor alterations (i.e., repainting of an existing wall), the design may be approved to proceed directly to the construction document review and permit phase.

D. The Tenant will be responsible for ensuring that the contract drawings and specifications are submitted to DOTA by the date, if any, specified in the Tenant's Agreement.

E. Schematic & Contract Document Submittal phases, as noted below, may be waived subject to approval by the Airport District Manager.

2.3.4 Schematic Design Phase (30% Complete)

A. The *Schematic Design Phase* includes an initial design orientation meeting with the Tenant and Airport District Manager (ADM), after which the Tenant's Design Consultant analyzes the project requirements, budget, Tenant Improvement Guidelines Manual and program. From these parameters, the Design Consultant prepares schematic design studies consisting of drawings and other documents illustrating the scale and relationships of project components, including

such considerations of materials, furnishings, space planning, merchandising and systems as may be appropriate at this time (see Section 2.6 - Tenant Submittals). Upon approval by DOTA for the Schematic Design Documents and a preliminary cost estimate submitted by the Design Consultant, this phase of service is complete.

2.3.5 Contract Documents Phase (100% Complete)

A. The *Contract Documents Phase* includes the preparation of construction drawings, construction contract documents, general conditions, special conditions and technical specifications all describing in technical detail the construction contract scope of work to be performed -- materials, equipment, systems, workmanship, interfaces, furnishings, fixtures, cores, fire ratings, exiting studies and finishes required for architectural, mechanical, electrical, plumbing, telecommunications, fire protection, security / CCTV, and related work, utility connections and extensions and special equipment (see Section 2.6 - Tenant Submittals). The Design Consultant also assists the Tenant in preparation of the information for bidders, bidding and proposed contract forms, general conditions of the contract, and special conditions covering responsibilities during the construction phase. The Contract Documents shall include all required DOTA, State of Hawaii and applicable City & County standard documents and forms. The Tenant shall coordinate this requirement with the Airport District Manager. The Design Consultant shall revise and update the cost estimate and construction schedule prepared in the previous phase.

B. When the Design Consultant has prepared the construction drawings, specifications and other contract documents and has assembled all the bidding documents and the Tenant has received approval from the DOTA and all other applicable State of Hawaii and applicable City & County approvals and all review comments have been incorporated into the documents, this phase is complete. All Agency review comments must be incorporated prior to bidding or as an Addendum. The Tenant shall be responsible for paying any and all permit fees. All construction drawings and specifications must be stamped "Approved" or "Approved as Noted" (with noted corrections) prior to bidding the documents or letting a direct construction or procurement contract.

2.4 - DESIGN PROCEDURES

2.4.1 Purpose

A. The purpose of this section is to establish guidelines and procedures for achieving uniformity in the development of construction documents and specifications for DOTA construction projects in the Hawaii State airports. Consistency and clarity will help ensure that terminology between agreements, drawings, specification, and cost estimates is interpreted as intended with one meaning.

2.4.2 Policy

A. It is the policy of DOTA to specify standards for tracing materials and to ensure the completeness and clarity of plans for reproduction, change orders, record drawings, revisions and subsequent filing, storage or electronic archiving.

2.4.3 Applicability

A. This procedure applies to all Tenants and their consultants.

2.4.4 Procedures

A. Once the Tenant's design has been developed and approved by DOTA, the Tenant's Consultant prepares construction documents and specifications that set forth the requirements for the construction of the project.

B. Construction documents serve multiple purposes by communicating to the Tenant the following:

(a) The project in detail
(b) Establishes the contractual obligations of the Tenant and Contractor to each other during the project
(c) Communicate to the Contractor the quantities, qualities and relationships of all work required to construct the project
(d) The basis for obtaining regulatory and financial approvals to proceed into construction.

C. Construction documents include three basic types of information:
(a) Legal and Contractual
(b) Procedural and Administrative
(c) Architectural and Construction

D. The production of a successful set of construction documents is governed by an orderly and economic approach to the process and involves constant observation and direction.

2.5 – PREPARING CONTRACT DOCUMENTS

2.5.1 General

A. The construction drawings indicate the SIZE, DESIGN and ASSEMBLY of building components. The production of a successful set of construction drawings is governed by an orderly and economic approach to the process and involves constant observation and direction.

B. Construction drawings not only convey information by the use of lines, symbols, dimensions, and graphics, but also by notations. Consistency and clarity will help ensure that terminology between agreements, drawings, specification, and cost estimates is interpreted as intended with one meaning.

C. DOTA will accept digital CAD or hard copy in final As-builts for record drawing.

2.5.2 Drawing Numbering Systems

A. A readily identifiable alpha-numeric system. The alphabetical prefix shall be used to denote the specific discipline covered by that group of drawings. The alphabetical system utilized shall correspond to the following:

A = ARCHITECTURAL
C = CIVIL
D = INTERIOR DESIGN
E = ELECTRICAL
F = FIRE PROTECTION
G = GRAPHICS AND SIGNAGE
K = FOOD SERVICE
L = LANDSCAPE
M = MECHANICAL
P = PLUMBING
S = STRUCTURAL
T = TITLE

B. Large complex projects may involve specialty consultants such as baggage conveyor systems, water features, etc. Assign alphabetical prefixes to related drawings with care so as not to cause confusion with the major disciplines.

2.5.3 Legibility

A. Appliques of symbols, letters, and transfer lettering shall not be used. Shading is not permitted.

2.5.4 Notation Lettering Requirements

A. All lettering shall be Capital letters.

B. Minimum height shall be 1/8" with a width to height ratio of 0.8.

2.6 – TENANT SUBMITTALS

2.6.1 General

A. For any work that is to occur at all major airports statewide, obtain additional information from the ADM for special design area requirements. (ie. Overseas Terminal Guidelines, HNL)

B. At the discretion of the ADM, phases may be submitted in combination.

2.6.2 Submittal Review Procedure

A. Schematic Design Phase / Submittal:

(a) Tenant shall submit the original and four (4) copies of the following to the Airport District Manager's office:

(i) Tenant Space Improvement Request Form. See APPENDIX (Document M.1-5 – *"Permit to Perform Work on State Airport Property"*). Obtain an original copy at the Airport District Manager's office.

(ii) Airport Site Plan, indicating the project location.

(iii) Preliminary Floor & Reflected ceiling plans at ¼" = 1'-0" scale.

(iv) Preliminary elevations and longitudinal section at ¼" = 1'-0" scale.

(v) Proposed material finishes.

(b) The State will review the submittal and will respond in writing with one of the following:

(i) Proceed to Contract Document Phase

(ii) Proceed to Contract Document Phase and make the following revisions/modifications (the State will list these).

(iii) Re-submit and make the following revisions / modifications (the State will list these).

2.6 – TENANT SUBMITTALS (continued)

B. Contract Document Phase / Submittal:

(a) The Tenant is to submit the original and four (4) copies of the following to the Airport District Manager's office:

(i) Letter of recommendation from the State to proceed to Contract Document Phase.

(ii) Final working drawings (Arch./ Mech./ Elec./ Structural & Civil, as applicable) and specifications. The Tenant is required to conform to the TIG in effect on the date the "Tenant Improvement Plan Approval" form (see APPENDIX: M.1-4A) is received by the State.

(iii) Color boards and material samples (if applicable).

(b) The State will review the submittal and will respond in writing with one of the following:

(i) Notice to proceed with Construction

(ii) Proceed with Construction and make the following revisions/ modifications (the State will list these).

(iii) Resubmit and make the following revisions/modifications (the State will list these).

C. Construction Phase

(a) Documents to be furnished prior to issuing Airport Building Permit.

The following documents must be supplied to the DOTA prior to commencement of construction and are to remain current as Tenant Work proceeds:

(i) Copy of signed Tenant / Contractor Agreement with all addenda incorporated.

(ii) Sworn statement listing contractors and subcontractors at all tiers, description of Work and the contract amount(s).

(iii) Fully executed lease agreement between DOTA and Tenant.

2.6 – TENANT SUBMITTALS (continued)

(iv) Written Safety Plan, and signed statement by Tenant Contractor Superintendent that all employees have been briefed and have read the Safety Plan. (Refer to Manual 1: Section 3.9.2, for requirements)

(v) A record copy of the "Approved" or "Approved as Noted" construction contract documents with all addenda and forms incorporated.

(vi) City & County Building Permit and other required permits and approvals for construction.

(vii) Detailed Bar Chart Schedule of Construction

(b) Letter to the State:

- Indicating the Construction period. The letter to be received by the State a minimum of 10 working days prior to commencement of construction.

- Requesting a Pre-construction meeting. (Refer to Manual 1: Section 3.4 - Pre-construction Meeting, for requirements.)

(c) All applicable Certificate of Insurance forms. See APPENDIX – Document M.1-2.

(d) Construction Work Schedule: The Tenant and State shall coordinate a convenient Pre-construction meeting date and time.

D. "Tenant Improvement Plan Approval" forms – see APPENDIX.
- Document M.1-4A: Airport District Manager Instructions & Checklist
- Document M.1-4B: Airport District Review
- Document M.1-4C: Airport Operations Review
- Document M.1-4D: Airport Property Management Review
- Document M.1-4E: Airport Planning Review
- Document M.1-4F: Airport Engineering Review

2.7 – CODE REQUIREMENTS AND REGULATIONS

2.7.1 General

A. All use, occupancy, division, type of construction shall be indicated on all plans.

2.7.2 Code Requirements

All plans, specifications, calculations, and methods of construction shall meet the requirements of the following published codes, laws, and orders (including applicable County revisions) in effect at the time the plans are submitted for Design Development Phase Review. In the case of dual application, the higher standard shall prevail.

A. Uniform Building Code (UBC)

B. National Electric Code (NEC)

C. Uniform Plumbing Code (UPC)

D. Uniform Mechanical Code (UMC)

E. National Fire Codes, National Fire Protection Association (NFC)

F. Americans with Disabilities Act Accessibility Guidelines (ADAAG)

G. Manual on Cross Connection Control
(http: // www.usc.edu / dept / fccchr / manual.html)

H. American National Standards Institute (ANSI)

I. American Society of Testing and Materials (ASTM)

J. American Water Works Association (AWWA)

K. Federal Specifications (FS)

L. Hawaii Revised Statutes (HRS)

M. Revised Ordinances, City & County of Honolulu (RO)

N. All applicable laws and regulations of the United States of America.

O. All applicable laws and regulations of the State of Hawaii.

P. All applicable laws and regulations of the respective City and County. (ie. Building Dept., Fire Dept., Dept. of Health, Wastewater, etc.)

Q. All applicable laws and regulations of the Federal Aviation Administration (FAA), including airfield security requirements.

R. All rules, regulations and requirements established by the airport regarding:

(a) Airport operations.
(b) Safety and convenience of the public.
(c) Safeguarding and protection of airport property.

2.7.3 Other Requirements

A. "Signage and Graphics Design Manual", State of Hawaii, Department of Transportation-Airports Division, 2000.

B. "Environmental Preservation Guidelines", Procedure No. 7.8 (5-1-90), State of Hawaii, Dept. of Transportation - Airports Division, May 1990.

C. "Airports Building Design Standards", State of Hawaii, Department of Transportation-Airports Division.

D. For any work that is to occur at all major airports statewide, obtain additional information from the ADM for special design area requirements (ie. Overseas Terminal Design Guidelines, HIA)

2.7.4 Americans with Disabilities Act (ADA)

A. The Landlord (DOTA) shall be responsible for compliance with the current Americans with Disabilities Act (ADA) requirements, providing auxiliary aids and services in public common areas and for modifying policies applicable to Tenants.

B. The Tenant shall be responsible for compliance with current ADA requirements, auxiliary aids and services, and modification of policies within its own place of public accommodation or Premises.

2.8 – APPLICATION DEPOSITS, PERMITS, LICENSES, FEES

2.8.1 Application Deposits

A. The application deposit is a reimbursable fee ensuring the State that conforming to the TIG and all items submitted in the Submittal / Review Procedures will be met.

B. The deposit will be reimbursed, in full, upon observation and acceptance of work completed in conformance to the TIG.

C. Failure to conform to the TIG, shall entail partial or full withholding of the deposit by the State until conformance is met.

D. The deposit amount is to be 2 to 5% of the estimated construction cost (as determined by an architect or engineer registered in the State of Hawaii), or an amount determined by the Airport District Manager or his / her acting agent.

E. The deposit may be in the form of cash, a certified check, security bond from a reputable company, or in another form as approved *in writing* by the Airport District Manager.

2.8.2 Licenses and Certificates

A. The Tenant, Tenant's General Contractor, Sub-contractors and suppliers of any tier shall obtain and pay for all required license and certificates. The Tenant, Tenant's General Contractor, Sub-contractors and suppliers shall obtain all permits, approvals and development agreements required by the appropriate County including liquor licenses, Dept. of Health permits, Building Permits and approvals to tap domestic water lines and to access County or State utilities.

2.8.3 Permits, & Fees

A. The Tenant or Tenant's Design Consultant is responsible for submitting the Construction Contract Drawings and Specifications to all government agencies for their plan review and for receiving approvals thereon sufficient to allow the Tenant's Contractor to obtain the necessary permits. Charges for permits, approvals, tap fees, and development agreements required by the County or State will be at the Tenant's expense.

2.9 – CHECKLIST FOR TENANT DEVELOPMENT

2.9.1 Area of Concern

A. Tenants shall be responsible, but not limited to, all permits, Special Management Area (SMA), Environmental Assessment (EA), etc., as applicable to the project scope.

2.9.2 Review of Items

A. The following should be adequately described:

(a) The existing project or site conditions.

(b) The existing traffic characteristics (as applicable).

(c) The impact of the project on the operation of the Airport facility

(d) The mitigation measures proposed to alleviate the impact.

B. The impact of the project on any future or proposed highway in the project vicinity.

3.1 – SELECTING CONTRACTORS

3.1.1 Contractor Acceptance

A. The Tenant's Contractor, and Sub-contractors performing the following work: mechanical, electrical, fire protection, and controls, must be accepted in writing by the Tenant before such work commences. The reasons the Tenant may use, for not accepting a contractor include, but are not limited to, the following:

(a) Unlicensed contractor

(b) Default on a contract within the last three (3) years.

(c) Default on a contract which required that a surety complete the contact under-payment or performance bonds issued by the surety.

(d) Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.

(e) Significant or repeated violations of Federal Safety Regulations (OSHA).

(f) Failure to have the required State of Hawaii licenses to perform the work described in the contract.

(g) Conviction within the last five (5) years of the contractor or its principal owners or officers of an offense involving fraud or racketeering.

B. Once the Tenant has selected a Contractor, the Tenant shall notify the DOTA in writing identifying the name of the Contractor, his or her business address, telephone and fax number and a contact person.

C. Before DOTA issues an Airport Building Permit with approval to proceed:

(a) Tenant shall submit to DOTA, a sworn statement signed by an officer or principal of the Tenant certifying that the Contractor has submitted his or her qualifications and has investigated the qualifications of its proposed Sub-contractors and has identified the existence of any problems listed above or certified to the best of its knowledge and belief the problems listed do not exist.

3.1 – SELECTING CONTRACTORS (continued)

D. The DOTA does not intend that approval of a Contractor, be interpreted as creating any contractual relationships between DOTA and the Contractor or Sub-contractor. Neither does the DOTA intend that its acceptance of a Sub-contractor would give that contractor a right to any contract, nor shall said acceptance relieve the Tenant's Contractor of its responsibilities for the work of any subcontractor.

3.1.2 Tenant-Contractor Agreement

A. The Tenant-Contractor Agreement between the Tenant and the Tenant's Contractor shall be deemed to have been made in the State of Hawaii and shall be governed, interpreted, and construed in accordance with the laws of the State of Hawaii.

B. The Tenant and its contractor shall at all times comply with the provisions of the Charter, Ordinances, and applicable Rules and Regulations of the various counties; laws, rules and regulations of the State of Hawaii; applicable Executive Orders and fiscal rules; Federal Laws and Federal Rules and Regulations which in any manner limit, control, or apply to the actions or operations of the Tenant, Tenant's contractor, subcontractors, subordinate subcontractors of any tier or their employees, agents or servants engaged upon the Work or affecting the materials supplied to them or by them.

3.2 – CONSTRUCTION PERSONNEL

3.2.1 Tenant Contractor's Superintendent

A. The Tenant's Contractor shall employ a competent superintendent whose qualifications shall be acceptable to the Airport District Manager (ADM).

B. The superintendent shall be available 24 hours for emergency contact and shall be authorized to act on behalf of Tenant's Contractor in all fields, financial, engineering and other matters related to the Work. Tenant Contractor's superintendent shall have the power to immediately stop or modify the work program and shall attend job coordination meetings which shall occur in a frequency as designated by DOTA.

C. Tenant's Contractor agrees that the same person shall continue in the capacity of superintendent until the Work has been completed, unless the Tenant or DOTA requests that a superintendent be replaced or the superintendent ceases to be employed by the Tenant's Contractor or is sick or disabled.

D. The superintendent or his/her designated representative must be on-site at all times when on-site Work is performed.

3.2.2 Competence of Construction Personnel

A. Competent employees with experience and skills adequate for the assigned task are an absolute necessity to ensure job safety.

B. It is expected that employees who are incompetent, refuse to comply with safety requirements or are otherwise unfit to perform the assigned task will be re-assigned by the Tenant's Contractor to tasks which such employees are capable of performing, and that any employee who refuses or repeatedly fails to comply with safety requirements will be removed from the work site.

3.2.3 Tenant Responsibility

A. The Tenant shall be responsible for any actions or work done by the Contractor the Tenant has hired or anyone working on the Tenant's behalf.

3.3 – GENERAL CONDITIONS OF CONSTRUCTION

3.3.1 Cooperation and Mutual Responsibility of Contractors

A. Since there may be other DOTA contractors, sub-contractors, subordinate sub-contractors, premises wiring contractors, special system contractors, airline system contractors, other tenant finish contractors and representatives of the City, State and Federal government working within or adjacent to the work site during the performance of the Tenant's work, the Tenant must anticipate in its scheduling, procurement and cost estimating that its work will be interfered with or delayed from time to time by the acts or omissions of other contractors. The Tenant and its contractor shall fully cooperate and coordinate its work with DOTA and other contractors and sub-contractors to the maximum extent reasonably possible to avoid or mitigate any delay or hindrance of each other's work.

B. In addition to construction in adjacent areas during the tenant improvement work, there may be construction within the Tenant's Premises area occurring at the same time as the Tenant's contractor is constructing and the Tenant's contractor shall provide access for this construction.

C. Tenant's Contractor coordination may require working off-hours and providing additional temporary lighting and power for such off-hours work at the Tenant's expense.

D. The Tenant's Contractor shall perform all work in its area(s) to allow DOTA contractors to balance, test, adjust, repair and maintain such DOTA contractors' work.

E. The Tenant's Contractor shall afford DOTA and separate contractors reasonable and safe access to and across the work site and reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work within or adjacent to the Tenant contractor's work site, and shall connect and coordinate the Tenant contractor's work with their work as required by the Approval Construction Contract Documents. DOTA may also require that certain facilities and areas be used concurrently by the Tenant's contractor and other persons. If any part of the Tenant contractor's work depends for proper execution or results upon the work of DOTA or of any other contractor, or affects the work of another contractor, the Tenant's contractor shall monitor and keep themselves informed of the progress and details of such work of such other contractor or DOTA by attendance at job coordination meetings held

by DOTA, observation of the work site, and communication with other contractors with copies to the ADM. The Tenant or its contractor shall promptly report in writing to the ADM apparent discrepancies, defects in such other work that render it unavailable, defective or unsuitable for the Tenant's contractor properly performing the work. Failure to so promptly report shall constitute an acceptance of the other work as fit, proper and ready for integration with the Tenant's work except for latent defects.

F. Any costs caused by defective or ill-timed performance shall be borne by the responsible party.

G. If the Tenant's Contractor, through its acts or omissions, causes loss, damage or delay to the work or property of any separate contractor, sub-contractor, or subordinate sub-contractor, the Tenant's contractor shall upon due notice from the ADM, promptly attempt to remedy such loss, damage or delay, or otherwise settle with such other contractor or sub-contractor by agreement or otherwise.

H. If another contractor or sub-contractor shall assert any claim, bring any action against DOTA, or institute a dispute resolution proceeding on account of any delay or damage alleged to have been sustained as a result of the acts or omissions of the Tenant's contractor, DOTA shall notify the Tenant and the Tenant shall indemnify the State in accordance with the provisions of the Tenant's Agreement, prior to such action.

3.3.2 Public Relations and Advertising

A. The Tenant's Contractor shall execute the work in such a manner so as to cause little inconvenience to the public, particularly to tenants of premises adjacent to the Project, as is consistent with good workmanship.

B. The Tenant's Contractor shall obtain the ADM's approval before commencing work which may block access, necessitate utility shut-offs, or otherwise cause undue difficulty to occupants or users of property affected, and shall restore such access to a usable condition, or with the DOTA's and Tenant's permission, provide replacement access as soon as possible. ADM will issue "Airport Notice". (See 3.5.5 Schedule Utility Outage).

C. The Tenant's Contractor and its subcontractors shall not include any reference to the work it performs at DOTA in any of its advertising or public relations materials without first obtaining the written approval of the Director of Transportation. All information published shall be factual, and shall in no way imply that DOTA endorses the Tenant's contractor or its services or products.

D. DOTA shall have the right to photograph, videotape, film or in any other manner record the progress of the work at any time and to use such materials for any purpose.

3.3.3 Clean-up During Construction

A. At all times, the Contractor shall not unreasonably encumber the premises (work site and other areas used by the Tenant's Contractor), with surplus materials, equipment, scaffolds, accumulated waste materials, dirt, etc. If space is available, the ADM may designate a place on the premises to collect all debris and rejected materials.

B. When applicable, the Contractor shall employ Best Management Practices (BPM) to prevent erosion from rainfall events.

C. Removal of the waste material, surplus material, dirt, trash and debris to a suitable licensed landfill must be done on at least a daily schedule or whenever the waste material creates a safety or health hazard or interferes with any contractor's work.

D. If the work site is not maintained in clean, orderly and safe condition DOTA may, after issuing a written notice to the Tenant, and within twenty-four (24) hours of issuing said notice, have others do the clean up work and charge the cost thereof to the Tenant. If more than one contractor was working in the uncleaned area, a proportionate part of the cost will be charged to all the contractors in the area based upon a breakdown determined by the ADM.

3.3.4 Damages Incurred During Construction

A. The Tenant assumes sole responsibility for all damages incurred to any property, real or personal, public or private. The Tenant's Contractor shall promptly repair or replace such property at the sole expense of the Tenant to the satisfaction of the Airport District Manager (ADM) or his or her acting agent. If the Tenant fails to do so, the State will make the repairs at the Tenant's expense.

3.3.5 Freight Elevator

A. The Tenant and it's Contractor(s) may use the designated freight elevators and shall not use passenger elevators for transporting materials to and from the Tenant's Premises. Suitable durable floor and wall coverings shall be provided by the tenant in the freight elevator cab during each use to protect the cab finishes against damages. All damages to the cab shall be repaired by the tenant in a timely manner at no charge to DOTA.

B. The Tenant's Contractor shall schedule material hoisting slots with the ADM in advance. The tenant shall coordinate its move-in schedule of furnishings, accessories and Tenant provided fixtures with the ADM to allow adequate time slots for move-in of any other building tenants.

C. Public passenger-only elevator cabs are not available for Tenant's Contractor or Tenant's use.

3.3.6 Utility Services and Charges

A. Power, Telephone, Utilities, and Sewer. No electric power line, water pipe, gas pipe, sewer pipe, or drainage pipe (other than roof leaders) shall be installed or maintained upon any building site above the surface of the ground, except for meter connections which shall be screened or enclosed in a manner approved by the DOTA.

B. Utilities provided by the Airports Division will consist of existing infrastructure at the time of lease execution. Any additional capacity, utilities or associated costs required for proposed tenant operations are the sole responsibility of the Tenant.

C. Utility requirements and capacities for proposed tenant operations must be approved and indicated on the construction documents.

D. Temporary electrical service shall be provided by the Tenant at the Tenant's expense. Tenant or Tenant's contractor must have DOTA and Electrical service provider prior approval to connect temporary lines to the power source for electrical service to the Tenant's Premises.

E. Tenant to furnish and install all metering devices required to measure the consumption of all services provided by the State.

F. All tenant's gas lines shall be pressure tested to applicable standards.

G. Any scheduled utility outages shall be approved by DOTA. See 3.5.5 for requirements on scheduling utility outages.

3.3.7 Site Communications

A. If the Tenant or Tenant's Contractor provides a field office, it shall provide on-site communications capabilities during all operating periods for direct communications between and among its field office and supervisory personnel. The radio system shall be submitted for DOTA approval as to frequency band availability and proper licensing.

B. During construction, on-site antennas, if necessary, shall be labeled as to owner and frequency, and shall be located as approved by DOTA, in accordance with FAA regulations.

C. Electronic and Radio Interference: No tenants shall construct facilities capable of reflecting radio signals or producing electrical, electronic, or radio emissions which will interfere with, obstruct, or adversely affect the operation of air navigation aids and airport radio communications.

D. In the event that interference occurs between the Tenant contractor's radio system and DOTA or other operating systems [i.e. other contractors already on-site] the Tenant's Contractor shall be required to modify its system as necessary to remedy such interference.

3.3.8 Project Signs

A. Under no circumstances, except for safety, will the Tenant's Contractor be permitted to post any signs other than those required by the Approved Construction Contract Documents, otherwise allowed by laws (such as permits), or otherwise allowed by the DOTA.

3.4 - PRE-CONSTRUCTION MEETING

3.4.1 Tenant to Arrange

The Tenant is responsible for arranging a Pre-construction meeting with the Airport District Manager and the Tenant's Contractor:

A. Upon issuance of Airport Building Permit

B. A minimum of five (5) days before commencement of construction

3.4.2 Topics of Discussion

A. Storage of construction materials

B. Security requirements

C. Haul routes

D. Minimum insurance requirements

E. Other applicable items

3.4.3 Required Parties to be Present

A. Tenant or acting agent

B. Supervisor in charge of construction (employed by the Tenant)

C. Architect and/or Engineer

D. Contractor

E. All Sub-contractors

F. Airport District Manager and/or DOTA representative, subject to scope of project.

3.5 – WORK SEQUENCE / SCHEDULING

3.5.1 Airport Building Permit

A. A written approval along with the Airport Building Permit will be issued by DOTA and the Tenant shall commence work within ten (10) calendar days from issuance. Thereafter, the work shall be executed at such place or places as the Approved Construction Contract Documents require and shall be completed within the time set forth in the Tenant's Agreement.

B. Tenant's Contractor shall not proceed with any construction or fabrication on the work site until all of the Tenant's Construction Contract Documents are complete and marked "Approved" or "Approved as Noted" by the DOTA. All tenant construction must be performed in strict accordance with the "Approved" or "Approved as Noted" contract drawings only. Any material modifications, change orders, field sketches, addenda or change directives which modify the Approved Construction Contract Documents will be recorded on as-builts, and must be transmitted and reviewed by DOTA.

C. For list of documents to furnish DOTA prior to issuance of Airport Building Permit, refer to Manual 1 – 2.6.2.C. Submittal Review Procedure, Construction Phase.

D. Airport Building Permit should be posted at a prominent location at the job site.

3.5.2 Scheduling

A. The Tenant's Contractor shall schedule and coordinate the work of all its Sub-contractors and suppliers including their procurement activities and their use of the Work site. The Tenant's Contractor shall keep the Sub-contractors and suppliers informed of the project construction schedule to enable the Sub-contractors and suppliers to plan and perform their work properly.

B. The Tenant's contractor shall submit a construction schedule to the Airport District Manager (ADM) in a logical, easy to read format which shall provide for the expeditious and practicable execution of the Work.

C. The construction schedule for the performance of Tenant work shall indicate reasonable detail and critical milestones. All long lead procurement and fabrication items shall be indicated as a separate activity. Tenant's Contractor shall submit purchase order evidence to

DOTA for all long lead items including purchase order numbers and dates originally purchased.

D. The Tenant shall submit a weekly progress report and weekly schedule update to the ADM.

3.5.3 Work w/ Minimal Disruption to Public / Tenants

A. All work shall be accomplished with a constant effort to eliminate unnecessary noise, dust, obstructions; and other annoyances. Construction personnel may not employ radios, recorders or other sound amplification devices which intrude upon the quiet of public or adjoining Tenant areas.

3.5.4 Coordinate Demolition with Airport District Manager (ADM)

A. All demolition must be coordinated with the Airport District Manager. Generally, all demolition work shall be performed between 10:00 p.m. and 6:00 a.m. unless otherwise agreed to *in writing* by DOTA.

3.5.5 Schedule Utility Outage

A. The Contractor shall properly protect, relocate, or remove, if necessary, all utilities encountered in work subject to prior notification and written approval by the Airport District Manager.

B. The Airports Division requires 14 calendar days written notification for any tie-in, testing or modification to the Airports utility systems including but not limited to water, sewer, storm drain, chilled water, security and fire alarm. This requirement is necessary to make arrangements for maintenance or contract personnel to be present for inspection during the actual work. Plans for the work must be part of the approved construction documents. An application must be made in writing and directed to the ADM (See Document M.1-6 in the APPENDIX). Water connections require using forms (Documents M.2-1,A-F) found in Manual 2: APPENDIX.

C. At all times, construction shall not disrupt normal airport operations. 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 10:00 p.m. to 6:00 a.m. The Contractor shall not proceed with such outages until written approval from the Airport District Manager is received.

3.5 – WORK SEQUENCE / SCHEDULING (continued)

3.5.6 Road Closures & Other Blockages

A. Tenant must notify DOTA so "Airport Notice" can be issued prior to commencing work of any kind which may impact users, adjacent tenants, that utility shut-offs or similar events will occur.

3.6 – PROTECTION OF PROPERTY

3.6.1 Protection of Property and Work in Progress

A. The Tenant's Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(a) All the Work and all materials, equipment, systems, fixtures and furnishings to be incorporated therein, whether in storage on or off the Work site, under the care, custody or control of the contractor, sub-contractor, subordinate sub-contractor of any tier, or suppliers;

(b) Other property at the Work site or adjacent thereto, including but without limitation, existing elements, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

(c) The Tenant's Contractor shall not permit open fires within any building enclosure.

B. The Tenant's Contractor shall be responsible for his own security and protection of his property, including mobilization yard barricades.

C. The Tenant's Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, regulations, and lawful orders of any public authority bearing on the safety of property or its protection from damage, injury or loss and further, shall cooperate and keep the Tenant, DOTA and other contractors informed of all of the Tenant Contractor's precautions for the protection of the work.

D. Cleaning and dust control measures must be taken to prevent dirt and dust from infiltrating into the adjacent tenant, mechanical system or base building areas.

E. Barricade Requirements:

(a) The Contractor shall erect barricades to delineate his work areas and provide the appropriate signing, hazard lights, and temporary paint striping as directed by the DOTA to aid public and airport pedestrian and vehicular traffic around his work areas.

(b) The Contractor shall coordinate and sequence this work with the ADM to permit the continuing operation of the existing Airport facility.

(c) Barricades shall be traffic cones, delineators, blinker barricades, caution tape, sawhorses, plywood barricades or other barriers as approved by the DOTA to effectively provide proper protection.

(d) Barricades, in general, shall be neat and in good condition, as required for protection. Where dust is a problem, the Contractor shall erect floor to ceiling dust proof partitions.

(e) Barricades shall be removed upon the completion and acceptance of work and the premises left clean and operational.

F. Construction Work Adjacent to Public Use Areas, Corridors, etc. At all times, construction work adjacent to any public use, employee service, or corridor areas shall be:

(a) Completely visually screened; visually presentable
(b) Acoustically insulated with plywood or similar materials;
(c) Appropriately painted or finished with a color compatible to the surrounding airport architectural elements or with visually appealing graphics;
(d) All of the above are subject to prior review and written approval by the Airport District Manager.

G. Construction of Temporary Openings

(a) The Tenant's Contractor shall be solely responsible for the design, installation and maintenance of all temporary structures such as, but without limitation, all necessary bracing, framing and structures or structural elements to prevent the failure of materials or temporary facilities required in the execution of the Work which could result in damage to property or the injury or death of persons. For example, temporary openings, used as thoroughfare areas during construction, shall have heads, jambs and sills, well blocked and boarded.

(b) The Tenant's contractor shall take all reasonable precautions to ensure that no part of any structure of any description is loaded beyond its bearing capacity.

3.6.2 Protection of Municipal, State and Public Service Systems

A. Before any Tenant work is started, the Tenant's Contractor shall communicate with all governmental agencies and private entities which have jurisdiction over municipal, State, or other public service systems which might be affected by the Work. After the Work is begun, the Tenant's contractor shall perform in a manner designed to reduce to a

minimum the potential for disrupting the operations of municipal and other service systems. In particular, when a municipal, State or other public service system can be affected by Improvement Work or utilities service extensions executed by the Tenant's Contractor, the Tenant's Contractor is required to contact the agency responsible for the operation of that affected system for instructions on how best to proceed.

3.6.3 Protection of Streets and Roads

A. Traffic control systems such as street signs, traffic signals, traffic lane markings and any other equipment or facilities that aid in the control of traffic are important elements of the street and road system. These elements must be protected and the Tenant shall be liable for any damages to the system or any damages to persons and property which might result from failures in the traffic control system which were caused by the Tenant's or its contractor's operations.

3.6.4 Protection of Drainage Ways

A. The Tenant and its contractor shall not bypass untreated or partially treated wastewaters or waste materials to storm drains or other drainage courses. All bypassing or pumping of sanitary sewerage required during construction shall be to other sanitary sewer facilities approved by the DOTA. All existing sewer facilities shall remain in continuous and full operation during construction.

3.6.5 Protection of the Environment

A. Environmental protection shall consist of the prevention of environmental pollution as the result of construction operations under contract. Environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affects human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utilization of the environment for aesthetic and recreational purposes.

B. Any activity that may be dangerous to public health and safety, or a nuisance to others at the airport because of odors, fumes, smoke, noise, glare, vibration, soot, or dust, shall not be permitted.

C. The Tenant and its contractor shall comply with all applicable federal, state, and local environmental protection rules, laws, ordinances, and regulations and accept responsibility for compliance with all environmental quality standards, limitations and permit requirements

promulgated thereunder, including but without limitation noise control ordinance, pesticide regulations, and hazardous and other waste disposal practices and procedures.

D. If DOTA is determined by any federal, state or local government agency, department, board or commission, or in any judicial proceeding or administrative hearing to have violated any such environmental protection rules, laws or regulations as a result of the Tenant's or Tenant contractor's acts or omissions, the Tenant agrees to indemnify DOTA in accordance with the provisions of the Tenant's Agreement.

E. Applicable Regulations (Obtain from the ADM Office)

(a) Refer to the latest edition of the 'Pollution Prevention Guidebook', State of Hawaii, Department of Transportation, Airports Division.

(b) In order to provide for abatement and control of environmental pollution arising from the construction activities of the Contractor and their Subcontractors, Work performed shall comply with the intent of the applicable Federal, State, and Local laws and regulations concerning environmental pollution control and abatement, including, but not limited to, the following regulations:

(i) State of Hawaii, Department of Health, Administrative Rules:
- Chapter 42 – Vehicular Noise Control
- Chapter 54 – Water Quality Standards
- Chapter 55 – Water Pollution Control
- Chapter 59 – Ambient Air Quality
- Chapter 60 – Air Pollution Control

(ii) State of Hawaii, Occupational Safety and Health Standards, Title 12, Department of Labor and Industrial Relations, Subtitle 8, Division of Occupational Safety and Health, Part 3 Construction Standards, Chapter 145 Asbestos; Environmental Protection Agency, Code of Federal Regulations Title 40, Part 61, Subpart M (Revised Subpart B), *National Emission Standards for Air Pollutants* and Subpart B, *National Emission Standards for Asbestos*; Final Rule dated November 20, 1990, and U.S. Department of Labor – Occupational Safety and Health Administration (OSHA) Asbestos Regulations, Code of Federal Regulations Title 29, Part 1910, 1915 and 1926, Occupational Exposure to Asbestos, Final Rule dated August 10, 1994.

3.6 – PROTECTION OF PROPERTY (continued)

F. Environmental Controls

(a) Air Pollution Control

(i) 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 DOTA. Atmospheric emissions produced by equipment or motor vehicles shall comply with the applicable standards established by the State Department of Health or any other governmental agency.

(ii) 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, and all other work areas within or without the project limits free from dust which would cause a hazard to the work, or operations of other Contractors, or to persons or property. Industry-accepted methods of stabilization suitable for the area involved, such as sprinkling or similar methods, will be permitted. Chemical or oil treating shall not be used.

(iii) Protect building A.C. units, ducts, diffusers: All base building return air ducts and diffusers and all base building provided A/C units shall be protected with suitable filter media furnished and installed by the Tenant's Contractor at the Tenant's expense.

(iv) Odors: The Contractor shall protect the work site from any unreasonably noxious, annoying, or unpleasant odors which may be dangerous to public health and safety.

(v) Burning shall not be permitted.

(b) Water Pollution Control

(i) Wastes: The Contractor shall not deposit at the airport site or in its vicinity solid waste or discharge liquid waste such as fuels, lubricants, bituminous waste, untreated sewage and other pollutants which may contaminate the body of ground water. The Tenant shall develop a waste minimization plan and coordinate it with the appropriate Airports District Manager.

3.6 – PROTECTION OF PROPERTY (continued)

(ii) Stormwater: The Tenant shall develop a Stormwater Pollution Prevention Plan under the guidelines of Airports Division SWPPP and have it approved by the Airport District Manager.

(iii) Spillages: Care shall be taken to ensure that no petroleum products, bituminous materials, or other deleterious substances, including debris, are allowed to fall, flow, leach, or otherwise enter the sewage systems or storm drains.

(iv) Erosion: Contractor shall provide any necessary temporary drainage, dikes, and similar facilities to prevent erosion damage to the site. Run-off shall be controlled to prevent damage to surrounding area.

(c) Noise Control

(i) Construction equipment shall be equipped with suitable mufflers to maintain noise within levels complying with applicable regulations.

(ii) The sound pressure levels generated on a building site shall comply with the applicable Hawaii Administrative Rules of the State Department of Health – except for the authorized operation of motor vehicles, aircraft, or other transportation equipment:

- To, from, and on a building site
- On the public area of the airport

(iii) The testing of aircraft engines shall be conducted in noise-suppressing test cells so that sound levels do not exceed the levels referenced above.

(d) Heat or Glare

(i) Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such a manner that the glare or heat emitted will not be perceptible without instruments at any lease boundary line of a building site.

3.6 – PROTECTION OF PROPERTY (continued)

(e) Disposal

(i) Waste disposal, such as storm and sanitary sewage and industrial waste shall be in accordance with all applicable laws, rules and regulations of the Department and county, state and federal agencies.

(ii) Construction waste, such as crates, boxes, building materials, pipes, and other rubbish shall be disposed of at a Sanitary Landfill.

(iii) Large size objects shall be reduced to a size acceptable by the Sanitary Landfill Specifications. Other areas or methods proposed by the Contractor will be approved only if the DOTA determines that their effect on the environment is equal to or less than those described herein.

(f) Hazardous / Explosive Material Control

(i) The use of hazardous materials such as asbestos or PCB, in the construction of any State airport project, is prohibited. It shall be the responsibility of the Tenant's Contractor to ensure that the design documents and shop drawing approval process do not compromise this requirement.

(ii) The Tenant and it's Contractor shall exercise the utmost care and caution if the storage or use of hazardous materials or explosives are required for the performance of the work. Activities related to the purchase, storage, use, removal, treatment, and disposal of such hazardous materials shall be supervised and carried out by personnel properly qualified to perform such activities.

(iii) In no circumstances shall activities requiring the purchase, storage, use, removal, treatment or disposal of hazardous materials or explosive materials, be started without approval from the ADM.

(iv) Contaminated soils: The Tenant or the Tenant's Contractor shall immediately contact the ADM (not the Department of Health) upon discovery of any contaminated soil.

(g) Archeological finding – Upon discovery, notify the ADM immediately.

3.7 – INSPECTION / OBSERVATION OF WORK

3.7.1 Construction Inspection by DOTA

A. Persons who are employees of DOTA or under contract will be assigned to inspect and test the quality of the Work. These persons may perform any tests and observe the Tenant contractor's Work to determine whether or not designs, materials used, manufacturing and construction processes and method applied, and equipment, furnishings, fixtures, systems and finishes installed satisfy the requirements of the "Approved" or "Approved as Noted" Construction Contract Documents, approved shop drawings, product data and sample submittals, and the Tenant Contractor's warranties.

B. The Tenant's Contractor shall permit these inspectors unlimited access and provide the means of access (ladders, access doors, lifts, etc.) to the Work as well as whatever access and means of access is needed to airport property area used to store or manufacture materials, furnishings, fixtures and equipment to be incorporated into the Work and shall respond to any other reasonable requests to further the DOTA inspectors' ability to observe or complete any tests.

C. Such inspections shall not relieve the Tenant's Contractor of any of its obligations under its owner-contractor agreement.

3.7.2 Twenty-four Hour Notice Required Prior to Covering up Work

A. The Tenant or its Contractor shall notify the ADM twenty-four (24) hours prior to covering up work so that it may be reviewed. Any work covered up without first providing such twenty-four (24) hour advance notice may require the Contractor to remove covering for review and conformance.

3.7.3 Authority of DOTA Inspectors

A. Inspectors assigned to the Work by DOTA are authorized to reject any Work, any fixtures systems, materials, equipment, furnishings or any component of the Work which is not as required or as specified in the Approved Construction Contract Documents. Any such rejection will be communicated by DOTA in writing to the Tenant and the Tenant's contractor.

3.7.4 Defects – Uncovering Work

A. DOTA may inspect all Tenant work as the work progresses. The purpose of this inspection activity is to attempt to determine on a periodic basis whether or not the Tenant Contractor's work is adequate to provide the product expressed in the design intent which DOTA approved in the Tenant's final design submittal. Whether or not the Tenant Work is defective will be determined by comparing it to the Approved Construction Contract Documents and approved shop drawings and samples bringing it to the attention of the Tenant's Design Consultant for determination. Additionally, should the appearance and performance of any element of the Work fail to conform to the standards of the trade for such work, that work may be declared defective.

B. If defective work is discovered during such inspections, the Tenant shall pay DOTA its costs of re-inspecting the Work after such work has been corrected.

a) If any portion of the work is covered and inaccessible for inspection contrary to the request of DOTA or contrary to requirements specifically expressed in the Approved Construction contract Documents, such covering or finishes must, if required in writing by the Tenant's Design Consultant and DOTA, be uncovered for observation, and replaced without charge to the DOTA.

b) If any other portion of the work has been covered which DOTA has not specifically requested to observe prior to being covered, DOTA may request to see the covered work. If the covered work is found to be in accordance with the Approved Construction Contract Documents, the Tenant may submit a request to the DOTA for credit for costs appropriately chargeable to DOTA. If such covered work is found to be at variance with the Approved Construction Contract Documents, DOTA shall not be charged.

3.7.5 Observable (Patent) Defects

A. Observable or patent defects are those which are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the Tenant's Technical Specifications. Patent defects discovered by DOTA inspection process shall be repaired, removed, or replaced at no cost to DOTA, as these are identified. DOTA will notify the Tenant of such defects in writing.

3.7 – INSPECTION / OBSERVATION OF WORK (continued)

3.7.6 Latent Defects

A. Materials, fixtures, furnishings and equipment incorporated into the work may have, or as a result of the construction process may develop, hidden latent defects. Such defects shall be known as latent defects, and when discovered, will be remedied at no cost to DOTA.

3.7.7 Removal of Defective Materials, Systems and Work

A. The Tenant shall ensure that its contractor removes from the work and work site all defective materials or rejected work. If the Tenant fails to have the material, system component, fixture or work removed and disposed of properly within ten (10) calendar days after receiving written notice to do so, DOTA may have such material, system component, fixture or work removed and charge the Tenant.

3.8 – WORKMANSHIP / QUALITY CONTROL

3.8.1 Documents and Samples at the Work Site

A. The Tenant shall maintain at the work site on a current basis, one (1) record copy of all approved drawings, specifications, addenda, change orders and change directives in good order and marked currently to record all changes made during construction, and copies of all approved shop drawings, working drawings, product data, and samples.

3.8.2 Changes in the Work

A. All proposed modifications to the design intent and approved documents for the work must be submitted to DOTA for review. No change order or other contract modification which materially changes the scope of the improvements shall be executed without prior approval of the DOTA – Airport District Manager. The Building Inspection Division of the applicable County shall also receive copies of all change orders. Any conditional approval or disapproval shall be accompanied by an explanation of the reasons.

3.8.3 Cutting and Patching of Work

A. The Tenant's Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or make its several parts fit together properly or tie the Work into other work that is shown on the Approved Construction Contract Drawings.

B. Definition: "Cutting and patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

(a) This section shall apply to significant openings larger than 2" diameter.

(b) "Cutting and patching" may be necessary to: make parts fit together properly; remove and replace defective work; remove and replace work not in conformance with requirements; to uncover work for access or inspection, remove samples of installed work as required for testing; provide for penetration of non-structural surfaces for installation of piping, ducts and electrical testing; provide for previously approved penetration of structural surface for installation of piping, ducts and electrical conduit and to tie items together; to permit alterations to be performed or for other similar purposes.

(c) Cutting and patching performed during the manufacture of products, or during the initial fabrication, erection or installation processes is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations are also not considered to be "cutting and patching".

(d) Unless otherwise specified, requirements of this section apply to mechanical and electrical work.

C. Quality Assurance

(a) Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

(b) Before cutting and patching the following categories of work, obtain the ADM's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching.

1. Structural steel, including columns.

2. Miscellaneous structural metal, including equipment support, and similar categories of work.

3. Structural concrete.

(c) Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

(d) Before cutting and patching the following elements of work, and similar work elements where directed, obtain the Tenant's engineers' approval to proceed with cutting and patching as proposed in the proposal for cutting and patching.

1. Shoring, bracing, and sheeting.

2. Water/moisture membranes and flashings.

(e) Visual Requirements: Do not cut and patch work exposed on the building's exterior or in it's occupied spaces, in a manner that would result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Engineer to be cut and patched in a visually unsatisfactory manner.

D. Submittals

(a) Prior to performing any cutting, fitting, coring, boring, patching, or toning test needed for DOTA property or the property of others, the Tenant shall submit a written request to the ADM at least fifteen (15) calendar days prior to performing such cutting, fitting, coring or alteration. Such request shall:

1. Identify the Tenant.

2. Note the lease area.

3. Name the Tenant's contractor.

4. Provide the exact location of the requested cutting, coring or alteration.

5. Give dates when work is expected to be performed.

6. Contain a narrative description of the affected work.

7. State the necessity for such cutting, patching, coring, boring, alteration, demolition, or excavation.

8. Describe the effect on the work and other surrounding work, or on structural or weather-proof integrity of DOTA and other property.

9. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.

10. Describe the scope of cutting, patching, coring, boring, alteration, demolition, or excavation.

11. List which trades will execute the Work.

12. List utilities that will be disturbed or otherwise be affected by work, including those that will be relocated and those that will be out-of-service temporarily. Indicate how long utility service will be disrupted.

13. Define the products proposed to be used.

14. Describe the extent of refinishing to be done.

15. List any proposed alternatives to cutting, patching, coring and boring.

16. Include the written concurrence of any separate party whose work will be affected by the proposal.

E. Patching Materials

(a) Except as otherwise indicated, or as directed by the ADM, use materials for cutting and patching that are identical to existing materials.

(b) If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect.

(c) Use materials for cutting and patching that will result in equal-or-better performance characteristics, provide no less strength or weather-resistance than the material removed or the surrounding material.

(d) The color and texture of the patching material shall match adjoining areas such that the patch area is not identifiable.

F. Inspection

(a) Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

1. Before the start of cutting work, meet at the work site with all parties involved in cutting and patching, including mechanical and electrical trades.

2. Review areas of potential interference and conflict between the various trades.

3. Coordinate layout of the work and resolve potential conflicts before proceeding with the work.

G. Preparation

(a) Temporary Support: To prevent failure provide temporary support of work to be cut.

(b) Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

(c) Avoid interference: During cutting & patching Work, avoid interference with adjoining areas, permitting free passage to these areas at all times.

(d) Take precautions: Take precautions not to cut existing pipe, conduit or ducts serving the building but scheduled to be relocated until provisions have been made to bypass them.

H. Performance

(a) General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the ADM, proceed with cutting and patching at the earliest feasible time and complete work without delay.

(b) Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to insure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

3.8 – WORKMANSHIP / QUALITY CONTROL (continued)

2. By-pass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After by-pass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

(c) Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.

2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

3. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

4. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

3.9 – SAFETY

3.9.1 Safety of Persons

A. The Tenant's Contractor is responsible for the health and safety of its employees, agents, subcontractors, subordinate contractors, suppliers, material men, and other persons on the work site. The Tenant's Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, damage or loss. Such actions shall include, but without limitation:

(a) Compliance with all the applicable City, State or Federal Occupational Health and Safety laws (OSHA), regulations, ordinances, rules or orders. DOTA shall have the right at any time to conduct an in-depth safety compliance review of the Tenant Contractor's and its Sub-contractor's safety policies, practices and procedures.

(b) Preparation and implementation of a Tenant Contractor's safety plan.

B. The Tenant's Contractor shall assure the highest standard of safety during construction. The Tenant's Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Tenant Contractor's safety plan. This person shall be on the Work site at all times when construction is being performed and such person shall have power to stop the work if the minimum requirements of all federal, state, local rules regulation, ordinances are not followed. This person must have safety training, a working knowledge of state and federal health and safety laws and experience administering safety programs. The Tenant's Contractor shall provide the ADM with this person's name prior to the start of construction.

C. This Section shall be interpreted in its broadest sense for the protection of persons and property by the Tenant's Contractor and no act or omission to act by DOTA, its employees or agents, by the Tenant, or by the Tenant's Design Consultant shall relieve the Tenant's Contractor of any of its obligations or duties under law.

D. The Tenant's Contractor shall provide to the ADM a complete copy of any OSHA correspondence reports, warnings, citations, directives or notices within twenty-four (24) hours after said items have been received by the Tenant' s Contractor. The Tenant's Contractor shall also provide the ADM with a copy of any Tenant Contractor's reply to

any OSHA correspondence, report, warning, citation, directive or notice or any communication with OSHA concerning work at the DOTA site.

E. The Tenant's Contractor shall provide a copy of the Employer's First Report of Injury for any lost time accident and an accident report describing all witness to the events that happened, the location of the incident, type of injury and such other information required by DOTA. The Tenant's contractor shall also provide to DOTA reports of property damaging incidents or any injury that requires off-site medical treatment within twenty-four (24) hours after the Tenant's Contractor becomes aware of such accident or injury.

3.9.2 Safety Plan

A. At least ten (10) days before on-site construction begins, the Tenant's Contractor shall provide the ADM with two (2) copies of its Safety Plan and a statement signed by the Tenant Contractor's superintendent that all of its employees and all subcontractor employees of any tier have been briefed on and have read the Safety Plan.

B. DOTA will monitor contractor's safety performance to assure compliance.

3.9.3 Protective Devices and Safety Precautions

A. The Tenant's Contractor shall provide all necessary protective devices and safety precautions which may include, but without limitation, posting of danger signs warning against hazards, such as but without limitation, hoists, slab openings, elevator hoistways, scaffolding, stairways and falling materials; equipment back-up alarms; installation of construction barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered as an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions shall be included in the Tenant Contractor's contract amount.

3.9.4 Use, Possession, or Sale of Alcohol or Drugs

A. DOTA is a safety sensitive construction area, and employees may be screened / tested for illegal drugs and alcohol as a condition of access to the site, if a workplace accident occurs, or whenever a supervisor has a reasonable suspicion of drug or alcohol use on premises.

3.10 – SECURITY

3.10.1 Important References

A. All tenant improvement work should meet all Transportation Security Administration (TSA) requirements.

B. Contractor's Training Guide, Airport Operations and Movement Area, State of Hawaii, Dept. of Transportation-Airports Division, 1997.

C. FAR 107 for airport security information.

3.10.2 Security System of Tenant Premises

A. Generally, the Tenant is responsible for security of Tenant's area and will be required to provide a security system for its agents, contractors, and employees within the construction area. Tenant's contractor shall contain its storage and laydown of materials, equipment and tools and its operations within the Tenant's Premises and such other area as may be assigned by DOTA. Should Tenant's contractor be assigned storage/ laydown space outside of the Tenant's premises, it shall move out of the former storage/ laydown space as DOTA shall direct to avoid interference or delays with other improvement work.

3.10.3 Vehicle Operator's Permit

A. UNDER NO CIRCUMSTANCES will vehicles be allowed to enter or remain on site without a valid vehicle permit.

B. The driver of any vehicle operated in the Airport Operations Area (AOA) is required to have in his/her possession, a current and applicable State Motor Vehicle Operator's License and a Honolulu International Airport (HIA) Ramp Driver's license, accompanied by the proper Security Area Access Badge / Construction Pass.

C. HIA Ramp Driver's License may be obtained from the Airport Security Pass and I.D. Office, following satisfactory completion of the airfield operational procedures examination regarding Section 19-15-01 Hawaii Administrative Rules entitled, "Operation of Motor Vehicles at Public Airport".

3.10.4 Authorized Vehicles

A. Only vehicles meeting all State licensing and registration and safety requirements and specifically licensed for operation in the AOA and necessary for the completion of the construction may be allowed to operate in the AOA.

B. 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 inches (4") in height and one and one-half (1-1/2") in width. The height of logos should be a minimum of six inches (6").

3.10.5 AOA Identification Badge

A. Contractor's employees requiring entrance to the Airport Operational Area (AOA) shall apply for and obtain an identification badge from the Airport Security Pass and I.D. Office.

B. Persons regularly entering the construction site must obtain a personnel identification badge from the DOTA office and must display said badge upon entering and at all times while they remain on-site. Operators and occupants of vehicles must be similarly authorized (badged) to enter the site. Vehicle permits are required for all vehicles.

C. All persons employed by the Contractor who have unescorted access clearance requirements, will be subject to personnel background checks to the extent allowable by law, including at a minimum, references and prior employment histories by the employee relating to employment in the preceding ten (10) years.

D. Per the "Airport Security Act of 2000", to allow unescorted access into the Security Identification Display Area (SIDA) with a "temporary" AOA badge, all applicants must satisfy the following requirements:
   1. Criminal history record check
   2. Background employment verification / certification forms
   3. Fingerprint investigation (fee)
   4. Airport Security Improvement Act 2000 log
   5. Fee for the "temporary" AOA badge

   Note: Fees & length of time will vary with each State airport. Verify with ADM for latest information.

E. At Honolulu International Airport (HIA), a "temporary" AOA badge will be authorized for 45 days from the date of the fingerprint card submission, following verification of the applicant's employment history.

F. As a condition of the issuance of AOA Identification Badges, Certification of Compliance shall be submitted with the application. The

Certification shall affirm that a background check has been performed and that it is correct and complete for those persons requiring access to the AOA. Background check records shall be maintained by the Contractor during the course of the work and shall contain the name, address, social security number, previous employment, and the person(s) contacted to verify such employment. The records shall be made available for inspection by the State of Hawaii.

G. As a condition for security area clearance, applications must comply with Federal Aviation Regulations, CFR S107.31 (a) which requires a ten-year background employment verification. A criminal history records check will also be necessary.

H. As a condition for the issuance of AOA Identification Badges, applicants must attend security classes and present two (2) forms of identification:

1. Driver's License
2. State of Hawaii Identification
3. Social Security Card
4. Birth Certificate
5. Passport
6. City and County Identification
7. Military Identification

Security classes are held Monday through Friday (excluding holidays), at 10:00a.m. through 2:00p.m., State of Hawaii Pass and I.D. Office.

3.10.6 Avoidance of Labor Disputes

A. All proposed Work shall be performed in such a manner so as to avoid any labor dispute which may result in a stoppage or impairment of work or delivery services or any other services in the Airport Terminal Complex or Airside Concourses, and in the event there shall be any such work stoppage or impairment or delay as the result of any such labor dispute, Tenant and Tenant's contractor shall immediately undertake such actions as may be necessary to eliminate said dispute or potential dispute.

3.10.7 Use DOTA-Approved Entrances, Roads, Access Ways

A. Tenant and its Contractor shall use only such entrances, routes, roads, and access ways as directed and approved by DOTA.

4.1 – CLEAN UP

4.1.1 Remove Waste Material, Equipment

A. Upon Notice of Substantial Completion of the Work, the Tenant's Contractor shall, as soon as practicable, remove all waste materials, excess materials, tools, and equipment such as scaffolding, temporary structures, and facilities such as sanitary facilities.

4.1.2 Clean, Restore, Replace

A. The Tenant's Contractor shall thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition. Replace broken or scratched windows, clean and repair all surfaces, and clean and adjust all units of equipment which are part of the various Tenant improvement systems.

4.1.3 Prior to Final Inspection

A. Any Tenant improvement project constructed must be clean and ready for full use before it is given a final inspection. The Tenant shall ensure that all clean-up is done to the satisfaction of the Airport District Manager.

4.2 – INSPECTION AND REVIEW

4.2.1 Inspection and Punch List

A. Within ten (10) calendar days after receipt of the Tenant Contractor's Notice of Substantial Completion of the Work, the Tenant's Design Consultant, the Tenant, representatives of any affected County and State agencies, the Airport District Manager (ADM) and the Tenant's Contractor shall make an inspection of the Work to determine whether the Work has been completed in accordance with the Approved Construction Contract Documents and to review the Tenant Contractor's punch list.

a) If in the opinion of the Tenant's Design Consultant and the ADM, the Work has not been completed to the required stage, the parties shall cease the inspection and an appropriate charge may be issued for all costs associated with such premature inspection, including County and State's additional costs made necessary thereby.

b) If, however, the Work has been completed to the required stage, a punch list shall be prepared by the Tenant's Contractor and consist of those items listed by the Tenant's Contractor to be completed or corrected as supplemented by those items of Work observed and noted by others during such inspection. The required number of copies of the punch list will be countersigned by the ADM, Tenant Coordinator, Tenant and Tenant's Design Consultant and will then be transmitted by the Tenant's Contractor to the Tenant. Failure to include any items on the punch list shall not alter the responsibility of the Tenant's Contractor to complete all Work in accordance with the Approved Construction Contract Documents.

4.2.2 TIG Conformance Review

A. The State representative will review the Work done in regards to conformance to the TIG and all items submitted in and with the Design Development Phase Tenant Space Improvement Review form.

B. The State representative will fill out the State's Completion of Construction Review form as it applies to the Work completed if he or she agrees that conformance has been met.

C. If the State Representative feels that conformance has <u>not</u> been met, Tenant shall within a reasonable period of time (as set by the State Representative) correct any and all deficiencies until conformance to the TIG is met and another on-site review is arranged and the Work is accepted.

D. In the event the Tenant does not comply with the TIG review within a reasonable time (as set by the State Representative), the State has the right to renovate, remove, relocate, repair or construct any type of Work necessary to meet TIG conformance and the Tenant shall be responsible for paying the State for all expenses incurred.

4.2.3 Final Completion & Acceptance of the Work

A. Final Inspection: The Tenant's Contractor shall notify the Tenant's Design Consultant and the DOTA – Airport District Manager *in writing* when all the punch list items have been completed and clean-up has been done. The Tenant, the Tenant's Design Consultant and the ADM shall then make the final inspection for the purpose of ascertaining that the Work has been fully completed in accordance with the requirements of the Approved Construction Contract Documents.

B. Final Completion: After the parties above have made the final inspection and satisfied themselves that the Work has been completed in accordance with the Approved Construction Contract Documents, the Tenant will establish the date of final completion by signing off to that effect of the punch list and the Certificate of Substantial Completion. The Airport District Manager (ADM) will countersign the Certificate.

C. Final completion shall start the period of warranty unless stated otherwise in the Tenant's contract documents.

D. Final Acceptance: After final completion has occurred and the Tenant and DOTA are satisfied that all submittals have been made and accepted, all project field record drawings ("As-builts") have been completed and accepted, all change orders and change directives executed, all final quantities agreed to, and all other contract requirements met except for warranty and training, the Tenant shall issue a Certificate of Final Acceptance. Final payment may then be processed by the Tenant.

4.2.4 Enforcement

A. The State has the right to stop, remove, relocate, or demolish any Work done by the Tenant without proper prior TIG submittal/ review procedures and acceptance by the State.

B. Any expenses incurred by the State to do the above shall be at the sole expense of the Tenant.

C. The State has the right to enforce a violation fee, as determined by the State Representative or as designated in the Tenant's lease documents.

4.3 –OCCUPANCY PRIOR TO CONSTRUCTION COMPLETION

4.3.1 Beneficial Possession

A. Unless noted otherwise in the lease or permit documents, and as allowed by the Dept. of Health & Safety, Building Dept. (etc.), the Tenant shall have the right to take beneficial possession of and to use any completed or partially completed portions of the Premises, even if Substantial Completion of the Work has not occurred and even if the Work has not been finally accepted. Such beneficial possession and use may only apply after the Tenant has applied for and received a Temporary Certificate of Occupancy from the Building Division. Such possession and use of the Premises shall not constitute an acceptance of such portions of the Work.

4.3.2 Inspection of Partially Completed Work

A. If the Tenant elects to take possession of and to use completed or partially completed portions of the Work prior to Substantial Completion of the Work, an inspection shall be made by the Tenant's Design Consultant and the Airport District Manager. After such inspection, they shall attempt to list all incomplete contract work items observed. The absence of an item from the list shall not release the Tenant's Contractor from responsibility to perform the Work. Any and all areas so occupied by the Tenant will be subject to a final inspection when the Tenant's Contractor complies with the requirements as noted above.

4.3.3 Responsibilities of Tenant / Contractor

A. At the time of the inspection made pursuant to obtaining a Certificate of Substantial Completion, the Tenant and its Contractor shall also agree upon the responsibilities of the Tenant and the Tenant's Contractor for security, maintenance, utilities, and damage to the Work.

4.4 – WARRANTIES

4.4.1 Warranties and Correction of Work

A. The Tenant shall ensure that all parts, materials, components, fixtures, furnishings, equipment, finishes and other items used to perform the Work shall be new (unless otherwise specified in the Tenant's approved Specifications) and suitable for the purpose used and will be of good quality, free from faults and defects and in conformance with the approved construction contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Tenant's contractor shall, when requested by DOTA through the Tenant, furnish DOTA with satisfactory evidence as to the kind and quality of materials, fixtures, furnishings and equipment. The Tenant shall ensure that the construction processes and methods employed by its contractor to perform the Work shall have in the past proven to be suitable for the results expected. If the Tenant's contractor proposes to use an unproven and untried method, process or product, the Airport District Manager must be advised of that proposal, *in writing.* DOTA may permit experimentation, and it may require special guarantees to cover the work produced by such new and untried process, method or product.

B. The Tenant shall ensure that full title to all fixed equipment, components and other fixed items is conveyed to DOTA under the terms of the Concession Lease.

C. The Tenant shall ensure that its contractor promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, furnishings, fixtures, finishes, components, equipment or other items in the Work which contain faults or defects whether such failures are observed by DOTA, Tenant or Tenant's contractor before or after Substantial Completion. The Tenant shall ensure that warranties shall continue for a period of at least one (1) year after the date of Substantial Completion in accordance with the specifications herein, or such longer period of time as may be prescribed by the terms of any special warranties required by the Approved Construction Contract Documents. If repair or replacement of faulty items of the Work is necessary, proper equivalent temporary substitutes shall be provided by the Tenant's contractor in order to maintain the progress of the Work and/or keep systems operating without any additional costs to the Tenant or DOTA.

D. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Tenant's contractor might have under the approved construction contract documents. The establishment of the warranty periods set forth above relates only to the specific obligation of the Tenant's Contractor to correct the Work, and has no relationship to the time within which its obligation to comply with the Approved Construction Contract Documents may be sought to be enforced by the Tenant, nor to the time within which proceedings may be commenced to establish the Tenant contractor's liability with respect to its obligations and resulting damages other than specifically to correct the Work.

E. The Tenant shall ensure repair or replacement of any damages to equipment, facilities, furnishings, systems, components, finishes or other personal or real property owned or leased by DOTA as part of the System, which is damaged as a result of any such fault or defect or its repair, at no cost to DOTA.

F. All subcontractors', manufacturers', and suppliers' warranties and guarantees, express or implied, for any part of the Work and any materials, equipment and components used therein shall be obtained and enforced by the Tenant's contractor for the benefit of the Tenant whether or not these warranties have been assigned or otherwise transferred to DOTA or Tenant. The Tenant's contractor shall assign or transfer such warranties and guarantees to DOTA if DOTA requests to the Tenant to do so, but such transfer shall not affect the Tenant contractor's obligation to enforce such warranties and guarantees.

4.4.2 Performance During Warranty Period

A. The Airport District Manager will notify the Tenant of Work which it finds does not satisfy the warranties described above, and the Tenant's contractor shall, within the time set forth in such notice, begin to repair, replace or otherwise correct the Defective Work. Should the Tenant's contractor fail to begin such work within such time period, DOTA may make the repairs or replacements at the expense of the Tenant. If DOTA determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, DOTA may proceed without notice to the Tenant's contractor but at the expense of the Tenant.

4.4 – WARRANTIES (continued)

B. If the Tenant's contractor does not proceed with the correction of such Defective Work within the time fixed by written notice from the Airport District Manager, DOTA may remove it and may store the materials, components, fixtures or equipment at the expense of the Tenant. If the Tenant does not pay the cost of the removal and storage within ten (10) calendar days thereafter, the DOTA may upon ten (10) additional days written notice, sell the stored work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by the Tenant's contractor.

C. If proceeds of sale do not cover all costs DOTA incurred and which the Tenant's contractor should have borne, the difference shall be charged to the Tenant.

D. If the Tenant's contractor does not agree that the work is defective or the Defective Work is its responsibility and if there is no emergency, the Tenant's contractor or Tenant may protest DOTA's decision by appropriate written communication to the Airport District Manager. If such protest is not made within ten (10) calendar days of DOTA's Notice of Defects, the Tenant's Contractor shall have waived the right to contest its responsibility for the correction of such Defective Work. Under emergency conditions, the Tenant's contractor shall immediately correct the Defective Work, and the question of responsibility for the expense shall be determined by DOTA, subject to the right of the Tenant's contractor or Tenant to protest, as provided above, within ten (10) calendar days of DOTA's notice allocating responsibility for the expense.

E. If the Tenant's contractor or Tenant does not agree with a determination of the DOTA concerning Defective Work, the Tenant's contractor or Tenant may request a hearing, except that, if the Tenant's contractor or Tenant has not provided notice to the DOTA within the time provided above, they shall have no right of appeal.

F. Should DOTA claim by written communication before the warranty periods expire, that certain Defective Work exists and that it requires repair or replacement, the warranty period shall be automatically extended for as long as the Defective Work exists.

4.5 – TENANT SPACE IMPROVEMENT CONSTRUCTION COMPLETION

4.5.1 Tenant Submittals to ADM Office

A. Upon completion of Tenant's improvement work, Tenant shall furnish to the Airport District Manager's Office:

1. As-Built drawings of work completed showing actual conditions of the Tenant space.

   (a) One (1) CAD format drawing file (on CD or disk with Software type and version – ie. Microstation version 7 or above or AutoCad 2004 or above).

   OR

   (b) One (1) set reproducible drawings on vellum, sepia or other approved reproduction material.

   AND

   (c) Three (3) sets of blueline, bond or other approved opaque copies.

2. Letter to the State (original and three (3) copies) indicating the construction completion date.

3. Certificate of Substantial Completion (original and three (3) copies) When the Tenant's Contractor considers that the Work is substantially complete as defined in the Glossary herein, the Tenant shall notify the Airport District Manager that the Work is ready for inspection and shall include with its Notice of Substantial Completion of the work, a list of minor items to be completed or corrected that would not affect the Tenant's beneficial occupancy.

4. Notice of Completion (original and three (3) copies) filed with any publishing agency.

5. Certificate of Occupancy (as applicable) from the County.

B. The Tenant shall be responsible for obtaining any and all temporary and permanent certificates of occupancy and inspections required thereof.

4.6 – FINAL SETTLEMENT

4.6.1 Contractor Delivery Requirements

A. Before the Tenant authorizes final payment, the Tenant shall ensure that it's contractor has delivered to the DOTA – Airport District Manager (ADM) for review:

(a) Evidence of 10 days after publication of substantial completion;

(b) Satisfactory evidence that all payroll, material bills, and other indebtedness connected with the Work have been paid or otherwise satisfied;

(c) A complete and final waiver and/or release of any and all lien rights and liens from each subcontractor of all tiers, material man, supplier, manufacturer and dealer for all labor, equipment, furnishing and material used or furnished by each on the Work;

(d) An Affidavit stating that all claims, liens, or other obligations incurred by the Tenant, the Tenant's contractor, and all its subcontractors of all tiers in connection with the performance of the Work have been paid and settled, and that there are no outstanding prevailing wage claims or disputes at either the City Auditor's Office or the U.S. Dept. of Labor;

(e) Consent of the surety to final payment;

(f) All contract required submittals have been made and accepted / approved;

(g) Any other documents required to be furnished to the County by the Concession Agreement or the Approved Contract Documents;

4.6.2 Waiving Affidavit Requirements

A. In the event that there are, at the time set for final payment, outstanding claims against the Tenant or the Tenant's contractor or its subcontractors or for any other reason the Tenant and the Tenant's contractor are not able to give a proper affidavit that liens or other obligations have been properly paid and settled, the DOTA may, at their sole discretion, waive the requirement of said affidavit, provided the surety on the Performance and Payment Bonds and Tenant Payment Bond will agree to the Tenant making final payment without, in any way, lessening or modifying the surety's liability under such Performance Bond, Payment Bond and Tenant Payment Bond.

4.7 – VACATING PREMISES

4.7.1 Tenant Requirements

A. In preparation to vacate Airport premises, Tenant shall comply with the obligations of his or her lease or permit agreement, and the following general requirements:

a) Removal – Depending upon conditions of individual agreements, retain or remove all part of improvements constructed by the Tenant.

b) Repair and Clean-up – All damages to premises over and above ordinary wear and tear caused during occupancy or by removal process shall be repaired by Tenant. Premises shall be left broom clean.

c) Vacating Procedure – The following procedures shall be followed when a Tenant desires to vacate leased or rented premises:

(i) Upon notice from Tenant of pending "move-out" date, the Airport District Manager will make arrangements for a joint inspection, including the Tenant's Representative, of the premises after they have vacated.

(ii) Based upon the condition of the area released and the terms under which the occupancy existed, decision will be made whether the Tenant has exceeded "fair wear and tear". For this purpose the inspection team will include representation from the Airport Maintenance.

(iii) Tenant's surrender of keys will be accepted at the time of inspection if the premises are in good order and condition. If not, surrender of the keys will be accepted after restoration of the premises. Control and custody of the keys is the responsibility of the Airport District Manager.

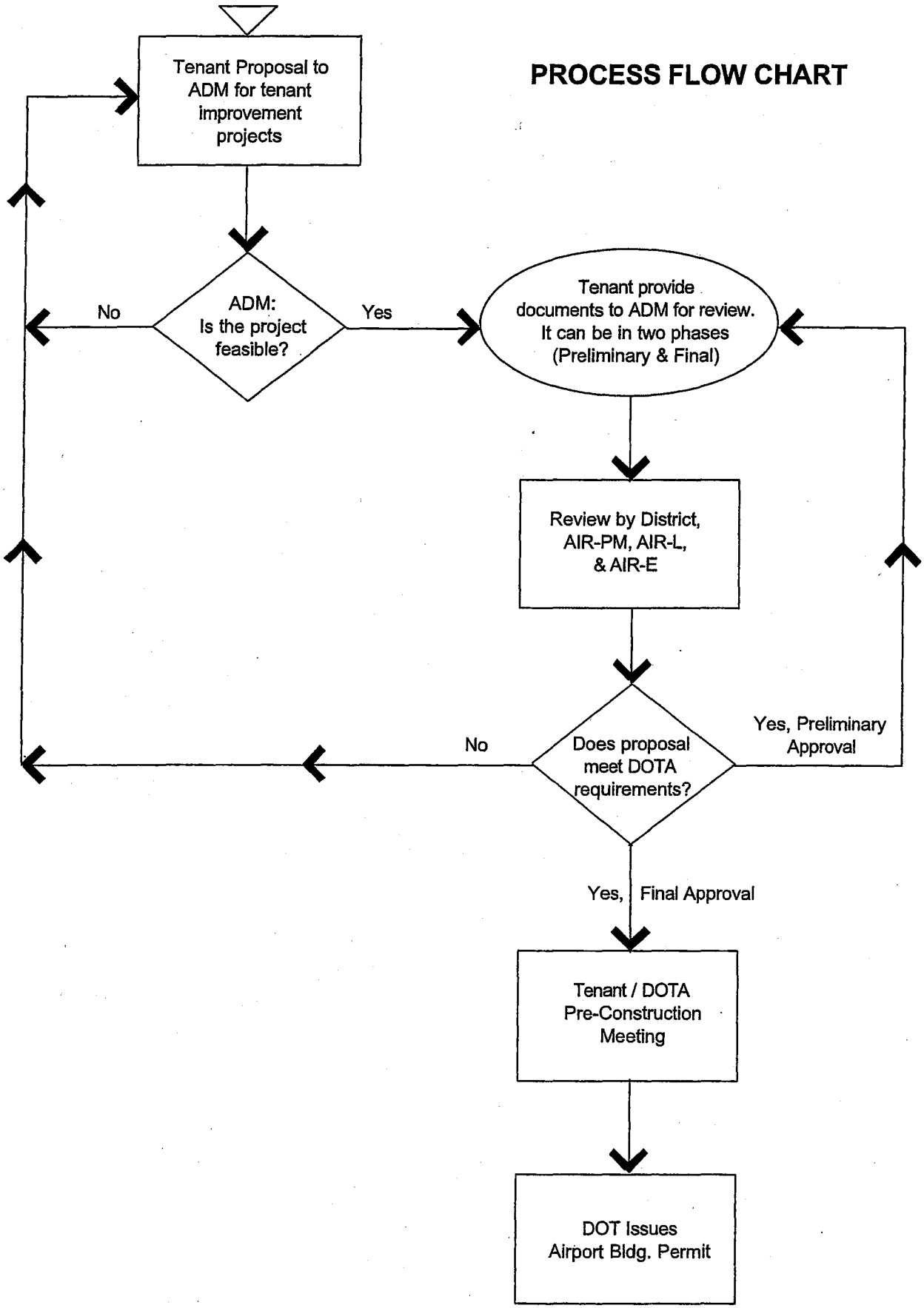
(iv) Security of the premises when vacated is the responsibility of the Airport District Manager.

(v) Access to vacated premises is restricted to prospective Tenants as conducted or authorized by the Airport District Manager.

(vi) Tenants are admonished that, to the extent possible, rents on vacated premises will continue until Notice of Termination, which follows restoration, if necessary.

E. APPENDIX

PROCESS FLOW CHART



INSTRUCTIONS
For
CERTIFICATE OF INSURANCE

Please refer to the attached sample Certificate of Insurance. If there is insufficient space in any block, provide the required information in a separate document (endorsement) that is attached to and made an integral part of the Certificate of Insurance. [Refer to Section 1.3 – Insurance Requirements]

ALL PERMITTEES

The following applies to all commercial service permittees.

1. Name of insured must be the same as the name of the applicant for the permit.

2. General Liability insurance is required for all permittees.

3. The policy number of each type of insurance must be stated. However, a temporary binder for 30 days may be used. A new certificate must be issued to reflect such policy number within 30 days.

4. The expiration date of each type of insurance must be specified.

5. The minimum liability limit for Bodily Injury is $500,000 and $50,000 for Property Damage. If Bodily Injury and Property Damage are not stated separately, the combined single limit must be at least $500,000. (On most Certificates of Insurance, the Combined Single Limit is indicated under "General Aggregate" or "Each Occurrence" or both).

6. If the minimum limit is not met for the General Liability (or any other type of required insurance), the balance of the minimum limit of liability must be reflected in excess liability.

7. The following "Additional Insured" statement shall be entered into this block:

   "It is understood and agreed that the certificate holder is named as additional insured but only with respect to permittee operations of the named insured at _____Airport."

8. The "CERTIFICATE HOLDER' shall be:

   State of Hawaii
   Department of Transportation
   Airports Division
   (Name and Address of airport)

9. The pre-printed "CANCELLATION" clause delineated in most Certificates of Insurance shall be amended as follows (add underscored material; delete material in brackets):

"Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing company will (endeavor to) mail 30 days written notice to the certificate holder named to the left. [But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.]"

PERMITTEES WITH VEHICLES

The following applies to commercial service permittees operating vehicles on the public roadways of the airport in connection with the permitted activities.

10. Automobile Liability (in addition to General Liability) insurance is required.

    A. Specific covered vehicles need not be listed or stated on the Certificate of Insurance if "Any Auto" block is checked.

    B. Specific covered vehicles must be listed or stated on a separate document attached to the Certificate of Insurance and validated by the insurance carrier if any of the following blocks are checked:

       (a) All Owned Autos
       (b) Scheduled Autos
       (c) Hired Autos
       (d) Non-owned Autos

    C. The following types of coverage are required:

       (a) Bodily Injury and Property Damage; or
       (b) Combined single limit (BI and PD)

11. If combined single limit (BI and PD) is stated, the minimum liability limit shall be:

    A. Ground transportation permittees

       1 to 7 passenger capacity.....$ 250,000
       8 to 17 passenger capacity.....500,000
       18 or more passenger capacity.....1,000,000

    B. Other permittees

       Any passenger capacity..... $ 300,000

12. The minimum liability limit for Bodily Injury (per person) shall be.....$ 100,000

13. The minimum liability limit for Bodily Injury (per accident) shall be:

A. Ground transportation permittees

1 to 7 passenger capacity.....$ 200,000
8 to 17 passenger capacity.....500,000
18 or more passenger capacity.....1,000,000

B. Other permittees

Any passenger capacity.....$ 300,000

14. The minimum liability limit for Property Damage shall be.....$ 50,000

AOA VEHICLES

The following applies to commercial service permittees whose vehicles require access to the Airport Operational Area (AOA).

15. Licensed Vehicles

Automobile Liability and General Liability (combined single limit, Bodily Injury and Property Damage, per occurrence) shall be required in the applicable minimum limits specified below:

C. Honolulu International Airport

(a) Standard AOA Clearance.....$ 5,000,000

Any portion of a public airport, from which access by the public is prohibited by fences or appropriate signs, and which is not leased or demised to anyone for exclusive use and includes runways, taxiways, all ramps, cargo ramps and apron areas, aircraft parking and storage areas, fuel storage areas, maintenance areas, and any other area of a public airport used or intended to be used for landing, takeoff, or surface maneuvering or aircraft or used for embarkation or debarkation of passengers.

(b) Limited AOA Clearance.....$ 1,000,000

Operations restricted to Diamond Head and Ewa Concourses second level roadways and connecting third level main terminal roadway only, with entry and exit via Security Access Point "C" (primary) and Point "A" (secondary).

D. Other Airports

Standard AOA Clearance.....$ 5,000,000

16. Unlicensed Vehicles

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

E. Honolulu International Airport

Standard AOA Clearance..... .....$ 5,000,000

F. Other Airports

Standard AOA Clearance.....$ 1,000,000

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
TENANT IMPROVEMENT GUIDELINES

PROJECT DESCRIPTION

	To be filled in by the State:
Name of Tenant	Date Received
Name of Airport	Lease No.
Location of Tenant's Space	Submittal No.
Companies Name	Person to Contact
Address (No., Street)	Phone No.
Address (City, State, Zip Code))	

Description of Work to be done (check 1 box and describe below):

☐ New Construction ☐ Demolition ☐ Electrical ☐ Other: _____
☐ Renovation ☐ Repair ☐ Mechanical

Estimated starting date: _____ Estimated completion date: _____

Included for submittal are the following:

1. Site Plan indicating the project location.
2. Preliminary sketch of plans/proposals.

I hereby acknowledge that I have read this application and state that the above and all other items included for submittal are correct and agree to comply with the State of Hawaii, Department of Transportation, Airports Division Tenant Improvement Guidelines and all City & County ordinances and State laws regulating building construction in effect on the date this form was submitted.

Signature	Date
Print Name	Print Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT DISTRICT MANAGER INSTRUCTIONS AND CHECKLIST

AIRPORT_____ DATE RECEIVED_____

LESSEE_____ BLDG. SPACE NO._____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____
in Conference Room C at Division Offices in IIT.

1. Obtain five (5) copies of plans, specifications and project description from the tenant.
2. Distribute to AIR-PM, AIR-L, AIR-P, AIR-E with respective review sheet simultaneously with two weeks suspense date to return back to ADM.
3. Notify AIR-E to set the review meeting date to the third Wednesday after distribution to allow two weeks for each party's review.
4. The reviewer may: 1) approve and return with comments to the ADM prior to the meeting date in which case the reviewer need not attend the meeting or 2) attend the meeting and provide comments at that time.
5. After AIR-E review meeting and ADM review of all comments and completion of ADM review sheet, route ADM review sheet to AIR with all review sheets for final approval.
6. If any reviewer finds the submittal to be inadequate, they must notify the ADM within three (3) days of receipt in case the review meeting date needs to be revised. The ADM then reschedules the meeting date if necessary or starts approval process again with new documents.

CHECKLIST:		YES / NO
1.	Revised Plans and Specifications Submitted	_____/_____
2.	Industrial Use Code Submitted	_____/_____
3.	Construction Permits Obtained	_____/_____
4.	Environmental Permits Obtained	_____/_____
5.	Preconstruction Conference Held	_____/_____
6.	Security/Badging Requirements Determined	_____/_____
7.	Staging/Storage Areas Determined	_____/_____
8.	Haul Routes Determined	_____/_____
9.	Affected Tenants Notified	_____/_____
10.	NTP Issued	_____/_____
11.	Request AIR-EC Inspection Support	_____/_____
12.	Final Inspection	_____/_____
13.	Record Drawings Submitted	_____/_____
14.	Record Drawings Delivered to AIR-EG	_____/_____

_____ _____
Airport District Manager Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT DISTRICT REVIEW

AIRPORT_____ DATE RECEIVED_____

LESSEE_____ BLDG. SPACE NO._____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____ in Conference Room C at Division Offices in IIT. If approved and returned to ADM prior to meeting date, attendance not required.

1. Architectural Theme ..... Recommend Approval / Disapproval
2. Operational & Airport Layout Plan Conformance....Recommend Approval / Disapproval
3. Requires FAA Review and Approval ..... Yes / No
4. Comments:

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL of the project.

_____ _____
Airport District Manager Date

I have reviewed the proposal and APPROVE / DISAPPROVE of the project.

Comments:

_____ _____
Airports Administrator Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT OPERATIONS REVIEW

AIRPORT_____ DATE RECEIVED_____

LESSEE_____ BLDG. SPACE NO._____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____ in Conference Room C at Division Offices in IIT. If approved and returned to ADM prior to meeting date, attendance not required.

1. ADA Compliance:

2. OSHA Compliance:

3. Fire Safety Compliance:

4. Comments:

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL of the project.

_____ _____
Airports Operations Officer Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT PROPERTY MANAGEMENT REVIEW

AIRPORT_____ DATE RECEIVED_____

LESSEE_____ BLDG. SPACE NO._____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____ in Conference Room C at Division Offices in IIT. If approved and returned to ADM prior to meeting date, attendance not required.

1. Lease Requirements .....Conforms / Does Not Conform

2. Environmental Guidelines...Conforms / Does Not Conform

3. Insurance Required:

4. Comments:

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL of the project.

_____ _____
Airports Property Management Supervisor Date

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT ENGINEERING REVIEW

AIRPORT_____ DATE RECEIVED_____

LESSEE_____ BLDG. SPACE NO._____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____ in Conference Room C at Division Offices in IIT. If approved and returned to ADM prior to meeting date, attendance not required.

Plans and Specifications Review:

1. AIR-E Comments:

2. AIR-EM Comments:

3. AIR-ED Comments:

4. AIR-EC Comments:

5. AIR-EG Comments:

6. AIR-EP Comments:

7. AIR-EE Comments

Licensed Stamp Required: Architect _____Civil _____Electrical _____Mech. _____

Permits Required: County Building _____Tank Installation_____Other _____

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL of the project.

_____ _____
Airports Engineering Program Manager Date

PERMIT TO PERFORM WORK ON STATE AIRPORT PROPERTY

Date: _____

Airport: _____

Description of Work: _____

_____

_____

_____

Dates Work to be Performed: _____ to _____

Proof of State Indemnity:

( ) Certificate of Insurance naming the State of Hawaii as additional insured for the following:

- Comprehensive Automobile Liability: Minimum limit of one million dollars ($1,000,000.00) combined single limit per accident for bodily injury and property damage.
- Commercial General Liability (Occurrence form): Minimum limit of one million dollars ($1,000,000.00) combined single limit per occurrence.

Thirty day notice of cancellation to the State is required.

CONTRACTOR: _____

ADDRESS: _____

_____

TELEPHONE NO.: _____

FAX NO.: _____

IN CASE OF EMERGENCY:

_____
Name Phone No.

_____
Name Phone No.

APPLICANT: _____

NAME/TITLE: _____

_____
Signature

ADDRESS: _____

_____

TELEPONE NO.: _____

FAX NO.: _____

Applicant agrees to the following:

- to restore all affected areas to a condition equal to, or better than, existing prior to the commencement of applicant's work
- to install, provide, and maintain all traffic control devices per applicable standards.
- to safeguard and facilitate the movement of vehicular and pedestrian traffic.
- to diligently prosecute the work to completion, in a neat and workmanlike manner.
- to repair, replace, or reconstruct, at the applicant's expense, any work or facility damaged by the applicant's operations. The applicant is responsible for the locating any utilities, structures, or other facilities which may be impacted by, or impact, his work.
- to protect, defend, indemnify and save harmless, the State and its agents and representatives, against any claim, liability, suit or action of every manner and description, for any injury to or death of persons or for property damage, whenever such injury, death or damage is inflicted or caused by the applicant, the applicant's agents, contractors or representatives in connection with the work covered by this permit.
- to procure, at the applicant's own expense, and keep in force at all times when work permitted under said permit is being done, a policy or policies of public liability and property damage insurance, naming the State of Hawaii as an additional insured, covering the entire work to be done under said permit and for at least the minimum coverage's set forth above. The State is to be given 30 days written notice of cancellation of said insurance.

Permission to perform the above described work at the location stated between the dates set forth is hereby granted. The applicant shall notify the Airport District Manager at least 48 hours before commencing work.

_____
Signature

_____
Print – Airports District Manager

_____
Date

PERMIT NO._____

UTILITY AND/OR GATE OUTAGE REQUEST
AND/OR
APPLICATION FOR OVERTIME WORK

State of Hawaii
Department of Transportation
Airports Division
Honolulu International Airport
400 Rodgers Blvd., Suite 700
Honolulu, Hawaii 96819

Date:

The following interruption of Airport Utilities Services and/or Gates is required in conjunction with:

Project _____

Project No. _____

State Project Manager: _____

Phone Number: _____

DATE: _____ TIME _____

TYPE OF SERVICE: UTILITY _____ GATE _____

THE NATURE OF WORK TO BE PERFORMED (Be Specific): _____

_____

_____

_____

LOCATION OF WORK: _____

_____

AREAS AFFECTED: _____

_____

SPEC. SECTION AND/OR CONTRACT DRAWING PAGE: _____

NECESSITY/REMARKS: _____

_____

_____

_____

GENERAL CONTRACTOR: _____

CONTRACTOR REPRESENTATIVE: _____

PHONE NO. _____

SUBCONTRACTOR: _____

SUBCONTRACTOR REPRESENTATIVE: _____

PHONE NO. _____

TO BE COMPLETED BY C.M.

INSPECTION REQUIRED: _____ YES _____ NO

C.M. INSPECTOR: _____

PHONE NO: _____

RECOMMENDED BY: _____ DATE _____

REMARKS _____

_____

TO BE COMPLETED BY DOT-A

APPROVED BY: _____ DATE _____
AIR-E

APPROVED BY: _____ DATE _____
AIR-O

F. GLOSSARY

GLOSSARY

ADA	Americans with Disabilities Act – provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, State and local government services, public accommodation and commercial facilities and telecommunications.
ADAAG	Americans with Disabilities Act Accessibility Guidelines – guidelines for accessibility to building and facilities.
ADM	Airport District Manager: Airport official in charge of the airport. In event of discrepancy on interpretation of TIG, the ADM has final authority, determining which rules to follow.
AIR	Airports Division – Airports Administrator. The chief of all of Hawaii's Airports.
AIR-A	Airports Division, Staff Services office that oversees budget, financial management, procurement, personnel and property management.
AIR-E	Airports Division – Engineering Branch that supervises planning (AIR-P), design (AIR-ED), construction (AIR-EC), maintenance (AIR-EM), and drafting (AIR-EG) for statewide airport system.
AIR-L	Airports Division, Operation Branch that oversees the certification security and safety, Disadvantaged Business Enterprise, Firefighting, and general aviation.
AIR-PM	Airports Division – Property Management. The state level division dealing with the division's properties and facilities available for public and private use.
AOA	'Air Operations Area', a security controlled area that includes all operations occurring within an area designed and used for the landing, taking off, and surface maneuvering of airplanes, as well as general aviation areas and areas under the exclusive control of air carriers.
BMP	Best Management Practices
CAD	Computer-Aided Design

GLOSSARY (continued)

Contractor Payment Bond	Contractor Payment Bond is required by the Tenant with the State of Hawaii being named as dual obligee. The Payment Bond shall be in the amount equal to 100% of the construction contract price. The Contractor Payment Bond shall guarantee prompt and faithful payment by the Tenant's Contractors to all persons supplying labor, materials, equipment, supplies and any other items required under the specifications of the contract. Risk Management is the regulatory City agency requiring Contractor Payment Bonds.
Contractor Performance Bond	Contractor Performance Bond is required by the Tenant with the State of Hawaii being named as dual obligee. The Contractor Performance Bond shall be in the amount equal to 100% of the construction contract price. The Contractor Performance Bond shall guarantee full and faithful performance of all the terms and provisions of the contract between the Tenant and the Contractor. Risk Management is the regulatory City agency requiring Contractor Performance Bonds. (See Contractor Payment Bond)
DBO	Date of Beneficial Occupancy: The date owner / tenant may begin occupying and operating in a newly constructed space which occurs after the contractor has either completed all work or has substantially completed his work to the satisfaction of all applicable regulatory agencies and the owner. Date of Beneficial Occupancy (DBO) must be authorized in writing by the DOTA.
Design Approval	Written documentation that a project is ready for construction as submitted to DOTA. Please note: Having successfully been awarded a contract with the DOTA is not "Design Approval" for construction.
DD Phase	Design Development Phase: The stage after schematic design and before construction documents in the Design Phase of the work. This stage further develops the schematic design concepts into final configurations, size, color, materials, reflects code and other regulatory requirements, etc., which closely represents completed design. Completion of the design development (DD's) should also include estimated construction cost estimates.

GLOSSARY (continued)

DOTA	Department of Transportation – Airports Division: The department that approves, reviews and manages Tenant design and construction projects within the boundaries of the various state-wide airports.
DOT-H	Department of Transportation – Highways division
FAA	Federal Aviation Administration.
Ground Transportation	The various types and modes of transportation available to the arriving passenger, such as taxi, limousine, rental cards, bus and similar passenger transportation services.
HIOSH	Hawaii Occupational Safety and Health; Department of Labor and Industrial Relations; Hawaii is one of 25 states that have their own occupational safety & health standards.
Leaseline	Physical limits of the leased space as defined by the State.
Loft Space	Unfinished space
NPDES	National Pollution Discharge Elimination System
Pre-Design Meeting	A required meeting with the Tenant and his designer(s), with DOTA prior to any formal or completed designs. The purpose of the meeting is to advise of current design policy and requirements.
Schematic Design	Preliminary design which resembles the idea, style, intent and direction of the design; not a finished detailed design ready for construction; part of the design phase; sometimes referred to as conceptual design.
State, Lessor	State of Hawaii, Department of Transportation, Airports Division
State Representative	Airport District Manager's agent or designee.
Surety	A third party which guarantees against any loss, damage or default or a designated party regarding all terms and provisions of a legal agreement.

GLOSSARY (continued)

Tenant Performance Bond	Surety payable to the City guaranteeing a Tenant's full and faithful performance of all the terms and provisions of the executed lease; such Tenant performance bond is regulated by the DOTA-Property Management Office
Terminal	The area of the airport where passengers typically arrive and depart by vehicles, contains ticketing, baggage claim, ground transportation, concessions and office areas. At Honolulu International Airport designated as 'Overseas' and 'Inter-island' terminals. At all other island locations, only one terminal exists at each airport.
Tenant	Lessee or permittee – one who enters into an agreement with the State in accordance with the lease or permit agreement.
TIG	Tenant Improvement Guidelines
TSA	Transportation Security Administration
Working Days	Calendar days excluding both weekend days and all State of Hawaii holidays

TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 2

FINAL: 9/30/2002

Prepared by:

KAJIOKAYAMACHI
ARCHITECTS

934 PUMEHANA STREET
HONOLULU, HAWAII 96826

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MANUAL 2 - INTRODUCTION

Manual 2 consists of various parts. Section 'A' of this manual discusses general design criteria for Civil, Landscape development, Architectural, Mechanical and Electrical, common to all tenants. Section 'B' outlines design criteria specific to different types of tenants, (ie. 'Food & Beverage', 'Retail', 'Airlines' etc.) Section 'C', the Appendix, contains the Temporary Water Service forms, and USDA Restricted Plants list. All Tenants are strongly encouraged to review individual design concerns with the Airport District Manager (ADM) during the early stages of their design to ensure their design meets the approval of the Department of Transportation, Airports Division.

The Tenant Improvement Guidelines (TIG) are minimum quality standards set by the State of Hawaii, Department of Transportation - Airports Division (DOTA), to assist Tenants in the development, design and construction of their leased space / facilities, or improvements to their leased space / facilities. These guidelines apply to all State of Hawaii, DOTA Tenants (lessees and permittees) including, but not limited to the following: Concessionaires, Airlines, Services, and Fixed based operators.

IMPORTANT NOTE:

In the event there is a discrepancy on interpretation of these guidelines or any other applicable rules or regulations, the Airport District Manager (ADM) has the right to final authority and determination of which rules to follow.

Depending on the size of a particular improvement project (especially for 'minor' improvements/modifications), the DOTA will have the right to final authority and determination, to waive any requirements set forth in these manuals.

A. GENERAL REQUIREMENTS BY TENANT'S DESIGN CONSULTANTS

In keeping with the character of each State airport, the Tenant's Design Consultant shall comply with the appropriate specific design standards and criteria set forth by this section. In addition, Tenant's Design Consultant shall also meet any minimum quality standards set forth by each individual airport.

- Civil 1.0
- Landscape 2.0
- Architectural 3.0
- Mechanical 4.0
- Electrical 5.0

1.0 - CIVIL

1.1 - GENERAL CRITERIA

1.1.1 Site Planning

A. Airport Masterplan or Land Use document - Proposed tenant improvements shall conform to an Airport Masterplan or Land Use document used for planning of on-site and off-site airport functions and facilities.

B. Existing Conditions - The tenant shall be responsible for obtaining all necessary information on the existing condition of the leased space as it relates to the planned improvements. The tenant shall also verify existing facility and utility service data at the job site.

C. "As-built" Information – Questions and clarifications regarding 'As-built' drawings and/or specifications shall be directed to Airport Property Management.

1.1.2 Site Plan

A. Schematic Plan

(a) Clearly shows existing facilities including buildings, contours, roadways, utilities and signs in the immediate area of the project site or relevant to the proposed work.
(b) Layouts of proposed roadways, access drives, parking areas, site utilities and buildings showing Intended land use, type of occupancy and type of construction.
(c) Site and project dimensions including maximum building or equipment heights.
(d) Access points and proximity to existing facilities
(e) Used for coordination with airport departments and other tenants

B. Surveys

(a) Boundary survey and/or topographic survey of proposed building or construction site may be required. All points shall be tied to an existing Airport Coordinate System.
(b) A ground survey verification of existing utility alignments and flow lines may be required.

C. Line-of-site Issues – The site plan should address potential line-of-site issues or problems. (including line-of-sight of ACTC)

D. Landscape Plan – See Manual Two: Section 2.0

E. Traffic Impact Analysis – May be required for all landside developments that will increase vehicular traffic on existing local or collector roads.

1.1.3 Site Work

A. Primary Goal and Description - Improve overall aesthetics of area and promote airport development. Includes site clearing, grubbing, grading, drainage, pavement & special structures.

1.1.4 Code Requirements and Regulations

See Manual One: Section B: 2.7

1.1.5 Design Review and Required Submittals

See Manual One: Sections B: 2.3 and B: 2.6

1.2 - DESIGN CRITERIA

1.2.1 Site Preparation

A. Grading

(a) Divert surface and subsurface storm water flows away from buildings and pavement to prevent saturation of subgrade and damage or weakening of structures.
(b) Preserve natural character of terrain as much as possible and minimize disturbance to existing ground forms.
(c) Unpaved areas adjacent to buildings shall be sloped to direct surface water and roof drainage away from buildings, with a minimum of 5% in first 10 feet of horizontal distance.
(d) Paved surfaces should be sloped no less then 0.5% to prevent ponding.
(e) Areas not occupied by buildings or pavement should have adequate continuous slopes to allow flow towards swales, drainageways, roads, storm drain inlets, etc.
(f) Natural flow retained or contained within improvements.

1.2.2 Storm Drain Design (Landside)

A. Design Standards

(a) Federal Aviation Advisory Circular, 150/5370-10A Airport Construction, latest change.
(b) "Rules and Regulations Related to Storm Drainage Standards" City and County of Honolulu, latest revision.
(c) Storm Drainage Standards of Maui, Kauai and Hawaii Counties, latest revision.

B. Determination of Design Discharge

(a) Drainage improvements should be compatible with the existing drainage system.
(b) Drainage Area, Design Storm Recurrence Interval, Runoff Coefficient, Time of Concentration, Rainfall Intensity with Correction Factor
(c) For drainage areas where downstream capacities are inadequate, runoff is limited to predevelopment conditions
(d) The Designer shall submit the following information for approval by the Airport District Manager:
  (i) Description and plan of existing drainage facility
  (ii) Description and plan of proposed drainage facility
  (iii) Construction plans
  (iv) Computations for runoff, conduit and channel sizes, slopes, losses, hydraulic gradient and other hydraulic information arranged in tabular form, as specified in Design Standards
  (v) Drainage Area map
  (vi) Additional data when interim drainage measures are required due to restrictions in downstream drainage systems
  (vii) Alternatives considered and recommended alternative
  (viii) Certification signed and sealed by Professional Engineer

C. Flow in Gutters

(a) Permissible spread on streets is the determining factor of the street's hydraulic capacity.
(b) On multiple lane roadways, the permissible spread of water will not close more then one travel lane in each direction.

D. Storm Drain Manholes and Inlets

(a) Location, spacing, manhole channelization details per Design Standards

(b) Highest priority in design should be given first to preventing clogging and then to minimizing traffic interference. Hydraulic adequacy then follows.

E. Closed Conduits - Sizes, gradients, materials, "n" values, loading requirements per Design Standards

F. Open Channels - Design requirements for determining channel sizes, channel right-of-ways, permissible velocities, "n" values, channel linings, freeboard, junctions, bends and superelevation, transitions, debris barriers, debris basins and energy dissipator per Design Standards

G. Culverts - Drainage culverts shall pass storm flow from the upstream side to downstream side of roadway without causing excessive downstream velocities.

1.2.3 Road Design

A. Design Standards

(a) Federal Aviation Advisory Circular, 150/5370-10A Airport Construction, latest change.
(b) Department of Transportation Highways Division (DOT-H), Statewide Uniform Design Manual for Streets and Highways
(c) DOT-H Roadway Construction Standards
(d) AASHTO Policy on Geometric Design of Highways and Streets

B. Roadway Classifications within Airport Boundaries

(a) Local roads and streets
(b) Collector roads and streets
(c) Ramps

C. Design Speeds

(a) Local roads and streets provide direct access to abutting property (parking lots, terminals) for local traffic circulation movements. Design speeds range between fifteen (15) and thirty-five (35) miles

per hour depending on terrain, adjacent development and other considerations.

(b) Collector roads and streets link neighborhoods or areas of similar composition with arterial streets or highways. Design speeds range between twenty-five (25) and thirty-five (35) miles per hour depending on terrain and adjacent development.

(c) On and off-ramp design speeds should be determined per DOT-H criteria.

D. Safe Stopping Sight Distance – to be determined per the Design Manual

E. Design Vehicle

(a) Roadway design controls are based, in part on physical and operating characteristics of a critical design vehicle (i.e., passenger, single unit truck, large semi-trailer combination, etc.) for which new or reconstructed roadways will be designed to serve.

(b) Firefighting and emergency equipment must be capable of maneuvering on all circulation roads.

F. Turning Radii - AASHTO Policy on Geometric Design of Highways and Streets contains detailed criteria for turning radii requirements.

(a) All turning radii should be designed to accommodate the wheel path of the critical design vehicle without encroachment of curbs.

(b) The minimum design radius at street intersections shall be thirty (30) feet.

(c) The minimum design radius at driveways shall be fifteen (15) feet.

(d) Other radii may be required for special circumstances.

G. Horizontal Curvature - The maximum degree of curvature of horizontal curves are based on design values for vehicle speed, superelevation and friction factors for representative pavement surfaces. See DOT-H Design Manual.

H. Superelevation - Minimum length of superelevation runoff is 100 feet.

I. Obstruction Clearances

(a) A clear, unobstructed relatively wide and flat (4:1 or flatter) area beyond the edge of the travel lane is required for all new and major reconstruction projects.

(b) Minimum horizontal clearances shall be in accordance with the DOT-H Design manual. The clearance shall be measured from the edge of the travel lane to the face of the obstruction.
(c) The minimum vertical clearance over the usable roadway including the shoulders for local and collector roads shall be seventeen (17) feet for Honolulu International Airport (HNL) and fifteen (15) feet for all other airports. These clearances allow for future resurfacing.
(d) Culvert headwalls and other drainage structures shall have appropriate safety measures.

J. Pavement Widths

(a) Minimum lane width for local and collector roadways, where practical shall be 12 feet. On curved sections where radii are 200 feet or less, lane widths shall be widened to 15 feet.
(b) All on and off-ramps and direct connections to arterials shall be designed for one (1) lane of traffic operation with provisions for emergency parking. The ramps shall have a minimum width of fourteen (14) feet.
(c) Bi-directional two-lane roads without usable shoulders require a total pavement width of at least thirty-four (34) feet.

K. Curbs - Curb with heights of six (6) inches shall be used on local, collector and service roads.

L. Speed Change Lanes - The required length of auxiliary lanes and size of median opening for turning vehicles shall be per the Design Manual.

M. Shoulders

(a) On one-lane ramps, shoulders shall be placed on each side of travel lane to allow a stalled or stopped vehicle to be passed.
(b) Outside shoulders shall be a minimum of six (6) feet and inside shoulders shall be a minimum of two (2) feet.

N. Maximum Ramp Grade – Maximum desirable grade on ramps shall be 10%.

O. Guardrails - Guardrail heights are 3 feet 6 inches.

P. Curb Ramps - Provide for wheelchair users.

Q. Walkway Ramps - Provide at pedestrian walkway grade changes in lieu of steps, except at pavement curbs.

1.2.4 Roadway Signs

A. Design Manual - The designer shall comply with all requirements set forth in "Signage and Graphics Design Manual", Airports Division, latest edition.

B. Coordination - The designer shall coordinate all new traffic signs with existing airport signage and any on-going airport roadway projects to ensure continuity of design.

C. Preliminary drawings - The designer shall prepare a set of preliminary signage/graphics drawings and submit the design concept to the State. All signage locations, message information, graphics and sign unit details shall be illustrated.

D. Sign Posts, Breakaway Features and Foundations - shall conform to DOT-H standards.

E. Signage/Graphics - shall be easily readable, simple, contain no redundancy, and shall convey only the information necessary.

F. Construction Traffic Control Signs - shall be provided during sequencing of construction, as required.

G. Pedestrian Safety – Safety of pedestrians traversing roadways shall be a basic consideration in sign designs and their placement.

H. Sight Distances - Signs shall be located with sufficient sight distances to turn-offs, access ramps, exits, etc. to allow drivers time for decisions and maneuvering.

I. Signs on Bridge Structures - Erection of signs on bridge structures requires written approval from the Airport District Manager.

1.2.5 Pavement Design

A. Airfield Pavements - designed for aircraft loading per standards and criteria of the Federal Aviation Administration (FAA)

B. Road Pavements - designed per AASHTO and DOT-H design standards

C. Pavement Types - Roadways, ramps, driveways and service loading areas may either be Portland cement concrete or asphalt concrete

pavement. Walkways, curbs and gutters shall be poured-in-place Portland cement concrete.

D. Cost Estimate - Design Engineer shall provide construction and maintenance cost estimate for both Portland cement concrete and asphalt concrete pavement with a recommendation to the State for approval.

E. Pavement Cross Slopes – All pavements at curbside shall slope towards curb and gutter at a 1-1/2% cross slope.

F. Existing Pavement – Pavement to remain shall be examined and if necessary, a design for reconditioning and improvement shall be provided by the designer.

G. Design Live Loads - In accordance with current AASHTO design standards. Roadway design loads shall be HS20-44 to accommodate airport traffic.

H. Construction and Contraction Joints - Provide sawed contraction joints in Portland cement concrete pavement including roadways, driveways, ramps, walkways, tug ramps, service loading and parking areas. Fill construction and contraction joints with joint backing and sealant.

I. Expansion Joints - Provide expansion joints with filler, bond breaker and sealant.

J. Pavement Transitions - To connect new pavement to existing pavement saw cut and replace existing pavement in lieu of feathering. At the interface between asphalt and Portland cement concrete, provide smoothing connections and transitions for load transfer.

1.2.6 Parking

A. General Requirements

(a) Adequate parking shall be provided for the public, employees and service vehicles.
(b) The designer shall coordinate the parking lot design with designers of adjacent properties to ensure all work will match properly in alignment, grade and elevation.

B. Entrance and Exit - Consideration should be given to locating good entrance and exit points connecting approach roadway and internal circulation.

C. Parking Lot Pavement Surface Type – The type of pavement is determined by the volume and composition of traffic, soil conditions, availability of materials, experience of contractors and initial and maintenance costs. Generally, all Hawaii airport parking lots will be surfaced with bituminous asphalt concrete or Portland cement concrete. However, there may be some areas where the parking lot surface is simply of graded earth or of stabilized materials such as gravel or coral.

D. Surface Drainage - Parking lots shall be curbed and have adequate surface drainage with a minimum slope of 0.5%.

E. Other Design Considerations - include parking space layout, pavement markings, lighting, traffic control devices and accessible parking.

F. Parking-related Equipment - Design proposals for parking-related equipment such as semaphore arms or gates for restricting access shall be approved by the Airport District Manager.

G. On-Street Parking - or curb parking shall be parallel parking along curb lines of certain low-speed enplaning or deplaning service roads. Approximate dimensions of stall shall be nine (9) feet wide by twenty-two (22) feet long.

H. Removable Type Curbing - is permitted to allow for future parking configurations with minimal reconstruction.

I. Off-Street Parking Spaces - shall be provided in connection with the following uses and requirements.

Use	Number of Full Size Parking Spaces	Required for Each
Office	1	300 sq. ft. gross floor area
Food & Beverage Service	1	100 sq. ft. gross floor area
Personal Service, Retail Use	1	200 sq. ft. gross floor area
Distribution, Warehouse	1	2,000 sq. ft. gross floor area
Manufacturing	1	1,000 sq. ft. gross floor area

J. Building Setbacks - along roads may be used for parking purposes only if no other alternative exists and upon approval of the Airport District Manager.

K. Ninety (90) Degree Parking Design - uses space most efficiently with cars able to utilize aisles in both directions and minimize travel distances.

L. Angled Parking Spaces - With parking angles less then 90 degrees, travel aisles must be one-way. To maximize space more then one parking angle layout may be used in a parking lot.

M. Handicap Parking – per A.D.A. requirements

1.2.7 Pavement Markings and Striping

A. Raised Pavement Markers and Reflectorized Paint Markings - Provide on all roadways per DOT-H requirements and standards.

B. Placement and Spacing - shall conform to DOT-H requirements and standards.

C. Parking And Service Loading Areas - Provide reflectorized paint markings in all parking and service loading areas.

1.2.8 Fencing and Gates

A. FAA Requirements - All fencing shall be designed in accordance with current FAA requirements.

B. Permanent Fencing and Gates - shall be 8 feet high chain link fabric, galvanized and vinyl coated or otherwise FAA approved.

C. Temporary Fencing - shall be galvanized and provided as required by the overall construction sequencing of the project.

D. Coordination - Location of fencing and gates shall be coordinated with DOT-Airports and adjacent tenants.

E. Aesthetics – All fencing on leased property is the responsibility of the tenant and shall be aesthetically pleasing. Chain link fencing shall be screened with plantings where appropriate.

F. AOA fencing vs. Non-AOA fencing requirements

1.2.9 Trash Handling

A. Coordination - The designer shall coordinate design requirements for trash handling services with the Airport District Manager.

B. Space Requirements - Adequate space shall be provided for trash handling devices and containers depending on the type of trash to be disposed.

C. Screening - All equipment used for handling and storage of trash, which may be in the public view, shall be screened.

D. Equipment Color - shall be furnished in a color to match other painted building equipment.

E. Dumpster Orientation – Dumpster-type containers shall be oriented for ease of approach of truck.

F. Cover or Enclosure - All trash containers shall be covered or otherwise enclosed to prevent access by wildlife and disturbance from high winds.

1.2.10 Walkways

A. Pedestrian Walkways - between buildings and other locations shall be constructed where needed.

B. Minimum width of walkway pavement is four (4) feet with proper cross slope for adequate drainage. Depending on location, a wider walkway may be required.

C. Minimum Walkway Pavement Section - shall be four (4) inch thick

D. Reinforcement - Flat 6-inch x 6-inch, W2.9 x W2.9 welded wire fabric on a minimum of 2-inch sand cushion. Rolled wire fabric is not permissible as walkway reinforcing.

E. Contraction Joints - shall be spaced at about every four (4) feet.

F. Expansion Joints - Premolded one-half (1/2) inch expansion joint material spaced at thirty-two (32) feet is required.

1.2.11 Other Exterior Utilities

A. General Information

(a) DOT-A cannot accept responsibility for utility locations shown on "as-built" drawings. It will be the tenant's responsibility to verify locations or the adequacy of "as-built" information prior to design and construction of utility extensions, duct banks or connections to those facilities.

B. Wastewater System Improvements

(a) Discuss the adequacy of the existing wastewater collection system at points of connection with the Airport District Manager.
(b) Wastewater systems and connections to existing systems shall be designed in accordance with the requirements and Design Standards of the Department of Wastewater Management.
(c) Provisions for continuous sewer service for existing tenants shall be made.
(d) Wherever possible, disposal of wastewater shall be by gravity to the airport wastewater collection system.
(e) The wastewater system shall be designed to carry design peak wet weather flows.
(f) All required laterals shall be provided to within five (5) feet of all building lines after coordination with designers of tenant spaces to assure proper alignment of wastewater collection system.

C. Water System Improvements

(a) Temporary water service may be provided for

(i) Construction interim measures, i.e.; dust control, job site office
(ii) Special conditions
(iii) For an existing service, if allowed
(iv) Cleanout
(v) Fire hydrant
(vi) Temporary in-ground service if existing unused service lateral or fire hydrant is not available.

(b) Tenant or designer to provide information requested in **TEMPORARY WATER METER (Approval Checklist)** and attached forms (see APPENDIX: Documents M.2-1).

(c) Permit period

(i) Temporary water service permitted for initial period not longer then 90 days for fire hydrant services and 120 days for in-ground services.
(ii) A 90 day extension must be requested in writing and approved by Airports Division, Maintenance Engineering Section.

(d) Backflow Prevention

(i) Backflow preventor shall be installed where service line provides potable water for domestic uses and connects with other closed or chemically treated systems (i.e.; fire protection, irrigation) that could potentially contaminate the potable water.

(ii) Tenant/designer is responsible for installing a DOT-Airports approved backflow prevention device after the water meter, according to DOT-Airports Division Rules and Regulations.
(iii) Drains off backflow preventor shall be drained to wastewater system.
(iv) Failure to install the required backflow prevention device may cause a backflow problem. An immediate consequence is the removal of water meter.
(v) Tenant/designer is responsible for providing information and obtaining approval on attached form titled **CROSS-CONNECTION CONTROL AND BACKFLOW AGREEMENT FOR WATER METERS AND TEMPORARY FIRE HYDRANT CONNECTIONS** (see APPENDIX: Document M.2-1F).

(e) New Water Service

Tenant/Designer shall:

(i) Assure proposed design meets peak flow plus fire flow demands for project as specified in BWS Water System Standards and National Fire Protection Association (NFPA) requirements.
(ii) Coordinate with Airport District Manager and Airport Property Manager to determine requirements.
(iii) Determine adequacy of existing county water system at points connection with county water engineers.
(iv) Make provisions for continuous service to existing tenants.
(v) Submit plans, specifications, project descriptions of proposed improvements, and obtain required approvals.

(vi) Coordinate and consult with architect regarding size, location and proper alignment of all necessary water laterals, which shall be provided within five (5) feet of all building lines.

(vii) Coordinate with landscape architect regarding stub outs for exterior irrigation systems.

(viii) Provide information required using attached form titled **REQUEST FOR NEW WATER SERVICE** (see APPENDIX: Document M.2-1E).

(ix) Tenant to pay directly to water supplier, applicable water development fees.

(f) Water System Corrosion Control

(i) Corrosion Control design and construction for water systems under the jurisdiction of the Board of Water Supply shall be governed by the latest edition of the **WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS, Volume 3 of WATER SYSTEM STANDARDS**

(ii) Subjects covered in the standard include:

- Soil evaluation requirements to determine appropriate corrosion control measures
- External corrosion control requirements
- Pipe coatings
- Cathodic protection design
- Installation and workmanship
- Inspection and Testing

D. Gas System Improvements

(a) Tenant/designer shall determine the location of existing gas mains servicing existing airport facilities.

(b) Coordinate with Gas Company to determine adequacy of existing operating pressure to meet additional demand.

(c) All existing gas lines servicing the airport must remain in service, providing uninterrupted service.

(d) All required extensions, alterations or replacement of gas lines shall be meet Gas Company Standards. Plans for proposed improvements requiring natural gas service shall be submitted to the Gas Company for review of demand requirements and available service limits.

2.0 - LANDSCAPE

2.1 GENERAL CRITERIA

2.1.1 Design Intent: The purpose of landscape improvements, required for all publicly visible exterior areas, is to create an outdoor environment that is both functional and aesthetically pleasing.

2.1.2 State's Provisions: The State shall be responsible to provide necessary utilities, including water for irrigation purposes, and access to the site or space.

2.1.3 Tenant Requirements: The Tenant shall be responsible for the following:

A. Fine Grading and Site Preparation
B. Irrigation Systems
C. Existing Tree & Palm
D. New Plantings
E. Maintenance

2.1.4 Codes and Reference Standards: In addition to the Code Requirements and regulations, the landscape shall conform to the requirements of the Department of Agriculture regarding restricting the use of host plant materials of the fruit fly (Bactrocera dorsalis Hendel) and mosquitoes. Refer to the APPENDIX for list of USDA Restricted plants.

2.2 DESIGN CRITERIA

2.2.1 General:

A. The landscape shall be designed to be appropriate to the setting (location) scale, and function of the site or space.

B. The landscape shall conform to applicable master plans or design guidelines for each Airport property.

C. All landscaped areas shall have permanent irrigation systems.

2.2.2 Parking Areas:

A. Paved parking areas shall have canopy trees uniformly distributed to provide shade and visual relief.

B. Quantity of trees shall conform to local ordinance requirements.

C. Parking areas shall be screened from public view.

3.0 - ARCHITECTURAL

3.1 – GENERAL

3.1.1 Interior finishes have a major effect on the character and image of every Tenant space. Tenants are encouraged to be creative in their selections and application of all interior finishes, using high quality, durable materials. It is important for the Tenant or the Tenant's representative (architect, graphic designer, etc.) to work with the DOTA representative, under the guidance of these Design Standards and the Design Review Process, to create a unique look for each Tenant operation within the Airport.

3.1.2 Tenants are reminded of the unique characteristics of airport users, including peaking volumes that change throughout the day. Tenants need to accommodate luggage and bag carts in space layouts and in their selection of the building materials for their space.

3.1.3 The Tenant is responsible for transitions between DOTA materials and Tenant materials. Special attention will be given to transitions during the Design Review Process. All interior finishes are provided by the Tenant at the Tenant's expense, unless otherwise indicated.

3.2 – FLOORING

3.2.1 Design Intent: Provide a flooring consistent with the overall character of the airport, compatible to the surrounding elements, and with quality standards appropriate to the type of use that is intended. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.2.2 State's Provisions:

A. Finish flooring material in the public areas, carried up to the lease line of the Tenant's space.

B. Provide the Tenant with the loft space flooring broom clean and ready to receive the Tenant's finish flooring.

3.2.3 Tenant Requirements:

A. General

(a) The Tenant shall provide all flooring within their space, at the Tenant's expense. High quality and durable materials such as heavy duty carpet, stone, wood or ceramic tile are required. The use of vinyl composition tile or sheet vinyl is not permitted in areas viewed by the public.

(b) In the event that the Tenant's floor material has a pattern, the Tenant shall provide a single color, non-patterned border unless otherwise specified, to separate DOTA flooring from the Tenant's patterned flooring. The border shall be 18 inches wide and shall run the entire length of the Tenant's entry. This threshold shall be provided at the Tenant's expense.

B. Tile flooring

(a) In public use areas

(i) High traffic use commercial quality tile flooring such as, but not limited to, the following:

- Paver tiles
- Ceramic tiles
- Porcelain tiles

(ii) Vinyl flooring (V/C tile) is not permitted.

(b) In private use areas

(i) High traffic use commercial quality tile flooring such as, but not limited to the following:

- Paver tiles
- Ceramic tiles
- Porcelain tiles

(ii) Vinyl flooring (V/C tile) is permitted.

C. Carpeting

(a) In public use areas: High traffic use commercial quality carpeting
(b) In private use areas: Any type of carpet meeting National Fire Protection Association requirements.

(c) Carpet shall meet the following Performance:

(i) Static Control:

- AATCC 134 Minimum of 3.0 KV resistance for 20% RH at 70° F (21° C)

(ii) Smoke Density:

- ASTM E 662 tests for smoke rating of 450 or less

(iii) Delamination:

- ASTM 3936 tests the permanent attachment of secondary backing to primary backing.
- Delamination strength should be a minimum of 5 lb. per in. (warp direction) and withstand wheel load of 1500 lbs.

(iv) Abrasion Resistance:

- Vetterman drum test ASTM D 5417, carpet should withstand minimum of 22,000 cycles without showing excessive wear, min. International Gray Scale rating of 3.
- Hexapod drum test ASTM D 5252, carpet should withstand minimum of 12,000 cycles without showing excessive wear, min. International Gray Scale rating of 3.

(v) Flammability:

- Passes CPSC-FF-1-70 Methenamine Pill and Floor Radiant Panel Test ASTM E 648 and/or NEPA 253. Carpet shall have a minimum critical radiant flux of 0.45 watts per square centimeter (cm^2). Carpet shall meet the "Standards for the Surface Flammability of Carpets."

D. The flooring selection is subject to *written* approval by the State in regards to the standards listed below.

(a) Keeping in character with the airport

(b) Compatibility with the surrounding elements

(c) Color

(d) Pattern

(e) Quality

(f) Safety

(g) Installation methods

(h) Maintenance factors

3.0 – ARCHITECTURAL (continued)

3.3 – WALLS

3.3.1 Design Intent: Provide interior and exterior walls consistent with the overall character of the airport, compatible to the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.3.2 State's Provisions: Demising walls/partitions defining the leased space to be constructed with metal studs at 24 inches on center from the floor to the structure above.

3.3.3 Tenant Requirements:

A. The use of high quality materials will be required.

B. All finish drywall or plaster work within the leased space.

C. All interior partitions and curtain walls within the leased space.

D. All special framing and supports required to support built-in wall standards and special display fixtures.

E. All interior finishes including:

(a) Paint

(b) Wall coverings

(c) Wood paneling

(d) Any combination wall finish and display systems such as slot wall

F. Plastic laminate, vinyl wall covering, rough textured wood, or imitation materials may be considered and permitted only for specific applications, as approved through the Design Review Process.

G. Provide wall partitions to meet code requirements.

H. Where stud walls are provided by DOTA, the Tenant must finish walls with gypsum board to achieve the required fire rating. Any penetration must be sealed appropriately.

3.4 – CEILING

3.4.1 Design Intent: Provide ceiling finishes consistent with the overall character of the airport, consistent with the surrounding elements, and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.4.2 State's Provisions:

A. The State provides ceiling material in all public spaces which terminate at the Tenant's lease line, unless otherwise indicated.

B. The State provides the general structure from which the Tenant can frame or hang general T-bar supports.

3.4.3 Tenant Requirements:

A. High quality ceiling materials and finishes are required within the lease line. Permitted materials include, but are not limited to the following:

(a) Gypsum wallboard, commercial quality finish. No spray textures allowed.

(b) Suspended acoustical tile ceilings

(i) Concealed spline
(ii) Acoustical tile 24" x 24" with reveal edges, or
(iii) Special design 24" x 48" modules (with approval from DOTA).

(c) Standard 24" x 48" module ceilings are not permitted in public use areas. The use of wood or other combustible material above ceilings is prohibited. Access panels or catwalks required to serve the Tenant's equipment shall be installed at the Tenant's expense.

B. System components shall support the ceiling assembly with maximum deflection of 1/360 of the span of any component.

C. The ceiling heights and conditions within the Tenant spaces vary depending on location.

D. The Tenant shall provide coordination with existing mechanical, plumbing, and sprinkler equipment above the ceiling.

E. Access panels shall be provided as required at locations determined by DOTA. All ceiling access panels, grills, diffusers, light tracks and fixtures shall be

recessed into or above the ceiling and shall be finished to match the ceiling. New ceiling, ceiling alterations, and access panels shall be provided at the Tenant's expense.

3.5 – DOORS WITHIN TENANT'S PREMISES

A. All doors within the Tenant's space shall be provided and installed at the Tenant's expense. These doors shall be designed to be compatible with the overall design of the space.

B. High quality doors such as solid core wood or metal shall be used, min. 3° x 7°.

C. The Tenant is encouraged to install kick plates to reduce damage to doors.

D. All hardware shall be high quality stainless steel, ball bearing hinge, lever handle in commercial grade quality. Automatic door closures are required.

3.6 – LIGHTING

3.6.1 Design Intent: Provide lighting consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Tenants are encouraged to balance creativity and technical performance of their lighting design. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.6.2 State's Provisions:

A. Lighting in public use areas, outside of the Tenant's leased space.

B. Lighting for the generic signs at the entry of the Tenant's space for public walk-in type of concessions.

3.6.3 Tenant Requirements:

A. All fluorescent, incandescent, decorative and highlighting light fixtures within the leased space.

B. Window display lighting, if applicable.

C. Exiting and pathway lighting as required by code.

D. No bare lamps allowed.

E. Any DOTA provided lighting within the tenants space shall be maintained by the tenant. Only DOTA specified lamps may be used.

F. The tenant shall provide lighting for their primary sign at the Tenant's expense, unless otherwise indicated. This lighting shall be compatible with the overall design, shall not produce glare, and shall light the primary sign adequately for easy viewing by the public.

3.7 – PUBLIC ENTRANCES AND STOREFRONTS (IF APPLICABLE)

3.7.1 Design Intent: Provide public entrances and storefronts for Tenant spaces requiring public access into the concession-type space which is consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.7.2 State's Provisions:

A. All construction and finish materials for construction of the public portions of the storefront and the entry element.

B. The rolling security grille, with the required supports and guide rails, if applicable.

C. The window framing system, complete with painted finish (all sides) or glazing, if applicable.

3.7.3 Tenant Requirements:

A. Interior gypsum wallboard attached to the inside surface of the storefront framing system and all finishes within the leaseline.

B. Window display, bases, if applicable.

3.8 – MERCHANDISING DISPLAYS AND FIXTURES (IF APPLICABLE)

3.8.1 Design Intent: Provide merchandising displays and fixtures consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

A. Designed to maximize the impact of the retail facilities.

B. Flexible for multi-use.

C. Maintain visual and spatial continuity within the leased space by restricting centrally located floor displays and fixtures to 4'-6" (54") in height.

D. Designed to accommodate changing merchandising trends.

E. Permit the merchandise to sell itself, whenever possible.

F. Provide a finished and professional quality appearance.

3.8.2 State's Provisions: None.

3.8.3 Tenant Requirements:

A. Fabrication and installation of all portable and permanent fixtures and displays.

B. All merchandising displays, fixtures, merchandise and property belonging to the Tenant shall not exceed the lease line into the public areas, and shall not obstruct the movement of the public into their leased space.

C. The merchandising displays and fixtures shall be designed and constructed of materials appropriate for heavy commercial use.

(a) Permitted finishes:

(i) Plastic laminate
(ii) Commercial grade vinyl coverings
(iii) Tiles
(iv) Stone finishes
(v) Porcelain finishes
(vi) Epoxy
(vii) Glass
(viii) Metals
(ix) Finished wood, professional quality
(x) Similar durable finishes

(b) Non-permitted finishes:

(i) Paint
(ii) Contact paper clad particle board

3.9 – FINISHES / PAINT

Note: Deviation from the guidelines below may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.9.1 Paint and finishes shall have a Class A, 0-25 flame-spread rating when applied to a noncombustible surface.

3.9.2 Acceptable types of finish coatings, whether transparent, translucent or opaque, include solvent based and water based systems.

3.9.3 Paint and finish systems shall be of compatible materials from substrate to the finish coat.

3.9.4 Specify specific surfaces which are to receive painted and finish systems. Generally, all exposed surfaces shall receive a factory or field applied finish system. Field painted or finish systems shall have a minimum of two finish coats.

3.9.5 Specify specific surfaces which do not require painted and finish systems.

3.9.6 Comply with ANSI/OSHA established color code required for color marking physical hazards, safety equipment locations, fire and other protective equipment.

3.9.7 Mechanical piping may be painted the same color as adjacent surfaces. Piping shall be identified by color bands and legends at areas adjacent to valves, couplings and at wall penetrations.

3.9.8 Interior masonry, plaster and gypsum wallboard shall be coated with a primer-sealer prior to application of finish coat. At masonry applications, primer-sealer shall be fill coat compatible with finish coat system.

3.9.9 Require exterior CMU to receive waterproof coating where applicable.

3.9.10 Painting over code required labels, equipment identification, performance rating, name, or other nomenclature plates is not allowed

3.10 – SURFACE PREPARATION REQUIREMENTS

3.10.1 Specify surface preparation requirements for each surface and type of paint or finish system specified. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager. General requirements are as follows:

A. Concrete: Surface shall cure 60 days minimum, remove latence and form oils by detergent washing (avoid sandblasting), floors may require chemical etching and/or bonding primer.

B. Concrete masonry units: Construction shall cure 30 days minimum, thoroughly clean with stiff fiber brush to remove loose sand granules, mortar spatters may be removed with high pressure spray.

C. Exterior wood surfaces: prime all surfaces prior to erection.

D. Ferrous metal: Specify required method of preparation to be in compliance with Steel Structures Painting Council (SSPC). Include application of rust-inhibiting primer, coordinate application of primer with requirements of cementitious fireproofing.

E. Galvanized metal: Thoroughly clean surfaces with rags saturated with mineral spirits then prime.

F. Aluminum: Abrade non-corroded surfaces with fine steel wool, wipe clean with rage saturated with mineral spirits.

G. Plaster / stucco: Surfaces shall cure 30 days minimum.

3.11 – QUEUING DEVICES

3.11.1 To provide the highest level of customer service at all State airports, queuing devices shall be used to moderate the circulation and flow of passengers and customers through the Tenant's space. Queuing devices shall be required for Airlines and Rental Car Agencies, and as deemed necessary by DOTA, for Food Concessionaires and Cart/Kiosk Concessionaires, to provide direction for and control of customer lines. Tenants shall provide attractive, movable, high quality stanchions within their space and should adjust their use of queuing devices according to tier peak periods.

3.11.2 Stanchions shall be of sturdy construction with a heavy, rust-proof base and manufactured for this specific use; ad hoc or temporary stanchions are not permitted. The base and stands should be finished in attractive, durable materials. Durable, retractable straps/tapes are required to provide the greatest amount of flexibility in layout and positioning. Stanchion colors, finishes, and materials shall be approved through the Design Review Process.

MECHANICAL – 4.0

4.1. - PLUMBING AND DRAINAGE

GENERAL CRITERIA:

4.1.1 Design Intent: Provide interior plumbing and drainage for tenants requiring such systems that are efficient, economical, maintainable and reliable.

4.1.2 Design Standards: Size all domestic water, sanitary waste, vent and downspout piping as shown in the latest Uniform Plumbing Code. Velocity through domestic water piping shall not exceed four feet per second. Design hot water temperatures will be 120°F except for kitchens which require 140°F. Boost temperatures locally at dishwashers to 180°F or as required by food service consultant.

4.1.3 Airport Water System Design: Pursuant to National Fire Protection Standards and Codes NFPA 402, NFPA 403, NFPA 414 NFPA 422, Federal Aviation Advisory Circulars on Airfield Water Systems, Airfield Fire Protection Standards, AC No: 150/5220-10B

4.1.4 Drawings and Specifications: Follow the submittal requirements of Manual One. All plumbing drawings shall be provided to a scale of 1/4" equals 1'-0" for toilet rooms and kitchens. Other plans may be at a scale of 1/8" equals 1'-0". Provide isometrics of all water and sanitary waste and vent systems.

4.1.5 Refer to APPENDIX for New and Temporary Water Service application forms & checklists:

A. Document M.2-1A: Temporary Water Meter (Approval Checklist)
B. Document M.2-1B: Notice for Service Holders of Temporary Water Meters
C. Document M.2-1C: Application for Temporary Water Service
D. Document M.2-1D: Request for '90 Days' extension of Temporary Water Service
E. Document M.2-1E: Request for New Water Service
F. Document M.2-1F: Cross-Connection Control & Backflow Prevention Agreement for Water Meters and Temporary Fire Hydrant Connections

DESIGN CRITERIA

4.1.6 Regulatory Requirements: Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable

codes, ordinances and regulations codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.

4.1.7 Codes and Reference Standards:

A. Uniform Building Code (UBC)

B. Uniform Plumbing Code (UPC)

C. Uniform Federal Accessibility Standards (UFAS)

D. Americans with Disabilities Act (ADA)

E. Water Systems Standards of Local City and County.

F. American Water Works Association (AWWA)

G. American Society of Mechanical Engineers (ASME)

H. American Society of Plumbing Engineers (ASPE)

I. American National Standards Institute (ANSI)

J. American Society of Testing Materials (ASTM)

K. Cast Iron Soil Pipe Institute (CISPI)

L. Hawaii State Model Energy Code

4.1.8 State's Provisions:

A. Water and sewer laterals to the leased space, size and location of which are determined by the State.

4.1.9 Tenant's Requirements:

A. Determine if there is a requirement for water metering. If required, co-ordinate compatibility requirements with the State regarding type of water metering and flow transmitter system.

B. Provide and install plumbing rough-in and fixtures not provided by the State.

C. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's plumbing system shall be repaired by and/or the responsibility of the Tenant.

4.1.10 Materials and Methods:

A. Piping: No foreign made pipe permitted. Only "lead free" water piping shall be used. Piping shall meet the following requirements:

(a) Cold Water Piping: Type "L" above ground, type "K" below ground.

(b) Hot Water Piping: Type "L" above ground, pre-insulated with type "K" underground, polyurethane insulation and PVC casing.

(c) Soil, Waste, Downspout and Vent lines 3" and under: Standard weight cast iron, hub and spigot or "No-Hub" conforming to C15P1 Standard 301-78.

(d) Vent piping under 3" above ground: DWV copper.

(e) Lawn Sprinkler Piping: Schedule 40 PVC pipe.

B. Pipe Identification: Use color-coded pipe marker bands with direction of flow arrows.

C. Valves: Bronze body, 150-psi minimum working pressure.

D. Pipe Hangers:

(a) Horizontal Steel or Cast Iron Piping: Hot dipped galvanized.

(b) Horizontal Copper Piping: Copper plated.

(c) Hanger Rods: Cadmium plated.

E. Pipe Insulation: All insulations, jackets, adhesives, coatings, vapor barrier mastics, etc., shall meet the requirements of NFPA Bulletin 90-A, ASTM E 84,and UL 723, with a flame spread of twenty-five (25) or less and smoke developed rating of fifty (50) or less. Insulation shall be as follows:

(a) All above ground insulated pipe: Heavy density sectional fiberglass with all service jacket.

(b) Hot Water Supply and Return Piping: 1-1/2" thick.

(c) Condensate Drain Lines: 1" thick.

(d) Insulated Piping Exposed to Weather: Cover with metal jacket made of 316 stainless steel, 0.010 inch thick and banded with stainless steel bands on 12-inch centers.

(e) Metal Saddles: No. 14-gauge.

F. Pipe Sleeves: Provide pipe sleeves for all pipes passing through walls and floors.

G. Plumbing Fixtures: Comply with UPC Section 1010, Water Conservation. All exposed metal work (P-traps, compression stops, etc.) shall be chrome plated.

CONSTRUCTION CRITERIA

4.1.11 Testing and Balancing:

A. Test the plumbing drainage system before work is concealed. Test water supply systems to 150-lbs. for thirty minutes. Repair leaks.

B. Chlorinate all new water piping for 8-hour period. Flush system clean until residual chlorine content is less than 0.2 parts per million.

4.2. – AIR CONDITIONING AND VENTILATION

GENERAL CRITERIA:

4.2.1 Design Intent: Provide air conditioning and ventilation for all leased spaces. The goals and objectives are to develop a mechanical tenant design that is efficient, economical, easily maintainable, reliable, and compatible with the State's systems.

4.2.2 Design Standards:

A. Outdoor design conditions: 87°F db, 75° wb.

B. Indoor design conditions: 74°F db, 50% RH.

C. Wall "U" value: 0.10 BTUH/SQ.FT./°F.

D. Roof "U" value: 0.05 BTUH/SQ.FT./°F.

E. Glass "U" value: 1.10 BTUH/SQ.FT./°F.

F. Glass "SC" value: 0.69 or less.

G. Ventilation rates: In accordance with ASHRAE Standard 62-1989 or Hawaii State Department of Health Guidelines, whichever is larger. Bathroom exhaust rate shall be 2 cfm/sq. ft. for air-conditioned restrooms and 4 cfm/sq. ft. for non-air conditioned facilities.

H. Kitchen Ventilation Criteria:

(a) Provide three separate exhaust systems for dishwasher, grease hood and general exhaust. Do not combine these systems.

(b) Provide filtered make-up air.

(c) Grease hood exhaust ductwork velocity: Minimum 1800 fpm, maximum 2200 fpm.

(d) Provide kitchen hood exhaust scrubber consisting of filter module (99% efficiency per ASHRAE Standard 52-76), odor and bacteria control module, exhaust fan module and control panel with alarm lights, audible alarm and silencing switch.

I. Supply, return, exhaust and outside air ductwork friction loss: Not to exceed 0.10"/100 foot duct run.

J. Noise Criteria:

(a) The mechanical system shall be designed to minimize noise in the occupied space. The system and components shall be designed so as not to transmit or generate sound above a specified noise level in the space. Sound attenuators, duct liner, lower duct velocities and appropriate ductwork fittings and components shall be utilized as required to attain acceptable sound levels. Vibration isolation shall be utilized.

(b) Sound tests shall be conducted in accordance with accepted procedural standards in and around all major sound producing equipment to either confirm adequate attenuation

or to identify problem areas requiring additional modifications as required by the Project Manager.

(c) Equipment and ductwork noise levels to permit attaining sound pressure levels in all 8 octave bands in Tenant occupied spaces shall conform to noise criteria NC-35 curves. Mechanical equipment rooms shall conform to NC-50-60 curves. Motor drives for pumps or any equipment shall operate with noise levels not exceeding 90 dBA.

(d) Noise levels of 50 dBA nighttime and 60 dBA daytime will not be exceeded at the property lines.

K. Energy Conservation: As required by the Hawaii Model Energy Code.

4.2.3 Drawings and Specifications: Follow the submittal requirements of Manual One. All air conditioning and ventilation drawings shall be provided to a scale of 1/4" equals 1'-0" for equipment rooms, kitchens, toilets and congested areas. Other plans may be at a scale of 1/8" equals 1'-0". Provide piping diagrams, schematics or isometrics of chilled water, condensing water and refrigerant piping. Provide composite reflected ceiling plans.

DESIGN CRITERIA

4.2.4 Regulatory Requirements: Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.

4.2.5 Codes and Reference Standards:

A. Uniform Building Code (UBC)

B. Uniform Plumbing Code (UPC)

C. Uniform Federal Accessibility Standards (UFAS)

D. Americans with Disabilities Act (ADA)

E. Water Systems Standards of Local City and County.

F. American Water Works Association (AWWA)

G. American Society of Mechanical Engineers (ASME)

H. American Society of Plumbing Engineers (ASPE)

I. American National Standards Institute (ANSI)

J. American Society of Testing Materials (ASTM)

K. Cast Iron Soil Pipe Institute (CISPI)

L. Hawaii State Model Energy Code

M. Uniform Mechanical Code (UMC)

N. National Electric Code (NEC)

O. Air Diffusion Council (ADC)

P. Air Moving and Conditioning Association (AMCA)

Q. Air Conditioning and Refrigeration Institute (ARI)

R. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)

S. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)

T. National Environmental Balancing Bureau (NEBB)

4.2.6 State's Provisions:

A. When available, State will provide from its central system, chilled water supply and return lines to each Tenant space. For individual lots and when central chilled water system is not available, Tenant provides complete new system.

B. When available, State will provide outside air make up ducts.

4.2.7 Tenant's Requirements:

A. Determine if there is a requirement for BTUH metering. If required, co-ordinate compatibility requirements with the State regarding type of BTUH metering and flow transmitter system.

B. For new lots, Tenant provides complete new system.

C. At locations where the air conditioning is provided from a State air-handling unit, Tenant shall provide all downstream air distribution system.

D. Furnish and install all required air conditioning, ventilation systems and equipment as required for the entire leased space. Install smoke detector in ducts as required by codes. Connect smoke detector(s) to the Tenant's fire alarm panel. Connect the Tenant's fire alarm panel to nearest State provided fire alarm terminal panel.

E. Install modulating control valve in chilled water supply line to air handler. Determine 2 way or 3 way compatibility with State's system.

F. Install flow control valve, Griswold or equal, in the air handler chilled water return line.

G. Any additional cooling and ventilation equipment required beyond the capacity provided by the State shall be provided by the Tenant at the Tenant's sole expense.

H. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's air conditioning and ventilation system, shall be repaired by and/or the responsibility of the Tenant.

4.2.8 Materials and Methods:

A. Piping: No foreign made pipe permitted. Piping shall meet the following requirements:

(a) Chilled Water Piping above ground: Schedule 40 black steel, ASTM A106, or copper type "L".

(b) Condensing Water Piping above ground: Schedule 40 black steel, ASTM A106.

(c) Underground Chilled Water Piping: Copper core type "K" or steel pre-insulated pressure pipe, ASTM A106, with PVC casing.

(d) Drain Piping: Type "L" copper.

(e) Freon Refrigerant Piping: Type "L" copper.

B. Pipe Identification: Use color-coded pipe marker bands with flow direction arrows.

C. Valves: Ductile iron, cast or malleable iron handles or wheels, 150-psi minimum working pressure.

D. Pipe Hangers:

(a) Horizontal Steel or Cast Iron Piping: Hot dipped galvanized.

(b) Horizontal Copper Piping: Copper plated.

(c) Hanger Rods: Cadmium plated.

E. Pipe Insulation: All insulations, jackets, adhesives, coatings, vapor barrier mastics, etc., shall meet the requirements of NFPA Bulletin 90-A, ASTM E 84,and UL 723, with a flame spread of twenty-five (25) or less and smoke developed rating of fifty (50) or less. Insulation shall be as follows:

(a) All above ground insulated pipe: Heavy density sectional fiberglass with all service vapor barrier jacket.

(b) Chilled Water Supply and Return Piping: 1-1/2" thick up to 3 inches, 2 inches for piping 3 inches and over.

(c) Condensate Drain Lines: 1" thick.

(d) Insulated Piping Exposed to Weather: Cover with metal jacket made of 316 stainless steel, 0.010 inch thick and banded with stainless steel bands on 12-inch centers.

(e) Metal Saddles: No. 14-gauge.

(f) Refrigerant suction pipe: 1-1/2" thick.

(g) Gauge cocks, thermometer wells and pressure taps: 1" thick.

4.0 – MECHANICAL (continued)

F. Pipe Sleeves: Provide pipe sleeves for all pipes passing through walls and floors.

G. Supply, Return, and Exhaust Ducts and Secondary Condensate Pans: Galvanized steel of gauges and construction accordance with SMACNA "HVAC Duct Construction Standards-Metal and Flexible", but in any case no lighter than 24 gauge galvanized steel. All mitered elbows and changes in direction shall be vaned in accordance with SMACNA recommendations or other approved manner. All supply air and return air ducts and secondary condensate drain pan shall be insulted with 1" thick coated duct liner such as Schuller International Permacote Linacoustic duct liner or approved equal. Exterior 1-1/2" thick fiberglass insulation with reinforced aluminum foil may also be used.

H. Packaged Air Cooled Air Conditioning Units: Weather proofed factory fabricated and ARI certified.

I. Air Handling Units: Double walled, low-pressure draw through single zone or variable volume, ARI certified and ASHRAE Standard 62-89 compliant. Fin Spacing not to exceed 10 fins/inch.

J. Motors: NEMA high efficiency.

K. Instrumentation: Provide thermometers, pressure and filter gauges.

L. Fans: AMCA certified, direct or belt drive depending on air quantities.

M. Controls: Direct Digital Control (DDC) compatible with existing systems. Tie-in to existing energy management and control system.

N. Fire and Smoke Dampers: Conforming to U.L. Standard 555.

O. Seismic Restraints: Conform to SMACNA requirements and UBC seismic zoning criteria.

P. All manual control balancing dampers shall be the parallel-blade type. All operator controlled modulating dampers shall be opposed-blade type. Outside air intake dampers shall have air-tight seals at both the edges and ends of the blades. The seals shall be of a material that will not disintegrate with exposure to jet exhaust fumes.

CONSTRUCTION CRITERIA

4.2.9 Testing and Balancing:

A. Test all piping to 200 pounds pressure and make tight. Caulking will not be permitted. Hold pressure for 24 hours with not more than a two (2) pound loss.

B. Exercise care during testing pressures so as not to exceed the manufacturer's test pressures of valves, equipment, and related items.

C. Test the air distribution system and make substantially airtight at the static pressure indicated for the system. Substantially airtight is construed to mean that no air leakage is noticeable through the senses of feeling or hearing.

D. Obtain the services of an independent test and balance agency approved by the Engineer, that specializes in and whose business is limited to the testing and balancing of air conditioning systems. Select an agency having a record of experience of at least one year in testing and balancing of air conditioning systems.

E. Perform testing and balancing in complete accordance with all the forms in the latest edition of Test and Balance Analysis Report as published by the Associated Air Balance Council (AABC), the latest edition of National Environmental Balance Bureau (NEBB), or the latest edition of SMACNA "HVAC Systems – Testing, Adjusting, and Balancing".

4.3 FIRE SPRINKLER SYSTEMS

GENERAL CRITERIA:

4.3.1 Design Intent: Provide automatic fire sprinkling systems for one hundred (100) percent coverage of the Tenant's area. Fire sprinkling systems shall be efficient, economical, maintainable and reliable.

4.3.2 Design Standards: Hydraulically designed in accordance with Chapter 7, NFPA Standard 13. Design seismically restrained hangers and piping such that system is protected against damage by earthquakes. Conduct flow test or obtain necessary flow data from Civil Engineer or AIR-E.

4.3.3 Drawings and Specifications: Follow the requirements of Manual One. All fire protection drawings shall be provided to a scale of 1/4" equals 1'-0" for congested areas. Other plans to a scale of 1/8" equals 1'-0". Composite reflected ceiling plans showing sprinkler heads and other ceiling mounted items, such as, air outlets (exhaust, supply, return), light fixtures, smoke detectors and recessed speakers. Provide detailed performance specifications.

DESIGN CRITERIA

4.3.4 Regulatory Requirements:

A. Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.

B. Comply with the requirements of the Hawaii Insurance Rating Bureau, Local Fire Department and Factory Mutual.

4.3.5 Codes and Reference Standards:

A. Uniform Building Code (UBC)

B. Uniform Fire Code (UFC)

C. National Fire Protection Association (NFPA)

D. American National Standards Institute (ANSI)

E. Underwriters Laboraties (UL) (FPED)

F. Factory Mutual (FM)

G. American Society of Testing Materials (ASTM)

4.3.6 State's Provisions:

A. Provide a riser, including a supervised main control valve, flow detector, and a riser supervisory system.

B. Provide a feed main with a supervised branch shut-off valve.

C. Connect supervisory switch wiring to the Tenant's fire alarm panel. Connect the tenant's fire alarm panel to the State fire alarm panel.

4.3.7 Tenant's Requirements:

A. Install new cross and branch mains piping including a water-flow switch and sprinkler heads as required or needed and connect to the supervised shut-off valve provided by the State.

B. Signal wiring from the branch line water-flow switch shall be terminated at the nearest State provided fire alarm terminal panel.

C. Modify existing sprinkler cross and branch mains as required or needed.

D. Relocate or install new sprinkler heads as required or needed.

E. Maintain and repair the Tenant's sprinkler system as required or needed.

F. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's sprinkler system, shall be repaired by and/or the responsibility of the Tenant.

G. For new lots, Tenant provides complete system including riser assembly, alarm check valves, alarm gong, supervisory system and fire department Siamese connection.

H. If main feeds from the State are not available, provisions shall be made for future connections.

4.3.8 Materials and Methods:

A. Underground Sprinkler Pipe: Ductlile iron pipe with mechanical joints conforming to American Water Works Association (AWWA) C151.

B. Above ground Sprinkler Pipe: Standard weight, black steel pipe. Type "L" copper pipe for 3" and under, only. Where permitted by NFPA, victaulic pipe and fittings may be used.

C. Drain Lines: Standard weight galvanized steel.

D. Valves: O, S & Y Underwriters pattern, iron body, brass trim. Apply two coats of Keysit #740 epoxy paint to valves exposed to weather.

E. Pipe Hangers:

(a) Horizontal Steel Piping: Hot dipped galvanized.

(b) Horizontal Copper Piping: Copper plated.

(c) Hanger Rods: Cadmium plated.

(d) Seismic Pipe Connectors: Stainless steel braided for steel pipe, bronze braided for copper pipe.

F. Flow Meter: FM approved with annubar flow sensor.

G. Flow Switches: U.L. approved.

H. Pressure Gauges: White dial face, black needle with gauge locks and "snubbers".

I. Sprinkler Heads: Listed in U.L. "Fire Protection Equipment Directory".

CONSTRUCTION CRITERIA

4.3.9 Construction Administration:

A. Comply with Article 87 of the Fire Code, Firesafety During Construction.

B. All equipment shall be cleaned, including but not limited to, valves, piping and sprinkler heads. All debris and construction materials shall be removed from the property.

C. Replace all sprinkler heads that are painted.

4.3.10 Tests and Chlorination:

A. Tests: As required by referenced codes and standards, Fire Prevention Bureau and Airports Division.

B. Test pressures: Not to exceed manufacturer's pressure ratings for valves and equipment. Remedy all defects.

C. Chlorination: Eight hours with chlorine content not less than 50 – parts per million (ppm). Flush system clean until residual chlorine content is less than 0.2 ppm.

5.0 - ELECTRICAL

5.1 – GENERAL CRITERIA

5.1.1 Standards: The electrical design and construction of the project shall conform to all Federal, State and City & County codes, laws, ordinances and orders. All materials and workmanship shall conform but not be limited to the following applicable codes and standards:

A. American National Standards Institute (ANSI)

B. American Society for Testing and Materials (ASTM)

C. Illuminating Engineering Society (IES)

D. National Board of Fire Underwriters (NBFU)

E. National Electrical Code (NEC)

F. National Electrical Manufacturer's Association (NEMA)

G. National Fire Protection Association (NFPA)

H. Underwriter's Laboratories, Inc. (UL)

I. FAA Advisory Circulars

5.1.2 Design Documents/Submittals: At a minimum, the electrical drawings, specifications and submittals shall be clear and thorough to meet or exceed professional standards of practice. The drawings and/or specifications shall include but not be limited to the following:

A. Electrical Symbols & Legend

B. Lighting System

C. Power System

D. Fire Alarm System

E. Telephone System

F. Communications System

G. Security System

H. Public Address System

I. Special Equipment

J. Panel Schedules

K. Single-line Diagrams

L. Electrical Site Plans

M. Energy Code Compliance Calculations

N. Illumination Level Calculations

O. Voltage Drop Calculations

P. Short Circuit Calculations

Q. Catalog Cut Sheets For Lighting, Power, Fire Alarm, Telephone, Communications, Security and Public Address Systems

5.2 – DESIGN CRITERIA

5.2.1 Lighting System

A. The tenant is responsible for all light fixtures within the leased area. This area includes building exteriors for stand-alone buildings. If applicable, window display lighting shall be the responsibility of the tenant. Emergency lighting in the leased area shall be the responsibility of the tenant and shall be provided to satisfy all codes and standards.

B. All illumination levels shall conform to the recommendations provided by the IES.

C. Light Fixtures: All light fixtures shall be energy efficient, commercial grade type with standard lamps and ballasts. Avoid use of non-standard lamps and ballasts.

(a) Lamps:

(i) Fluorescent tubes shall be 32 watt, T-8, rapid start, 3500K, 82 CRI, or better.

(ii) Compact fluorescent lamps shall be 3500K, 82 CRI, or better, wattage as required.

(iii) High intensity discharge lamps shall be high pressure sodium, metal halide or low pressure sodium (for exterior applications on the island of Hawaii).

(iv) Incandescent lamps shall be used for specialty or accent lighting systems, only.

(b) Ballasts:

(i) Fluorescent ballasts shall be electronic type, rapid start, Class "P" with "A" sound rating or better. All electronic ballasts shall have a maximum of 10% total harmonic distribution, a ballast factor of 95% minimum and a nominal power factor of 90% or higher.

(ii) High intensity discharge ballasts shall be constant wattage autotransformer or regulator type, high power factor.

(c) Emergency Lighting:

(i) All fluorescent light fixtures for emergency use shall include a self-contained battery pack for operation during power outages. If a stand-by power system or redundant power system is available, then the light fixtures may be connected to these systems in lieu of the battery pack.

(ii) Exit sign lights shall be light emitting diode (LED) type provided with a self-contained battery pack for operation during power outages. If a stand-by power system or redundant power system is available, then the exit sign lights may be connected to these systems in lieu of the battery pack.

(d) Lighting Controls:

(i) For interior locations, occupancy sensors or dimming systems shall be considered for energy conservation purposes.

(ii) For exterior locations, photoelectric switches or time switches shall be utilized to control night light or curfew light circuits.

(iii) Light switches shall be non-mercury, quiet, 20 amperes, 120-277V, silvered contacts.

5.2.2 Power System

A. Service & Distribution:

(a) Tenant is responsible for obtaining service from local utility company. Hawaiian Electric Company (HECO) distributes primary power throughout Honolulu International Airport at 11.5KV, 3-phase. The concourses and terminals contain transformer substations which meter and step-down power to 480Y/277V, 3-phase, 4-wire for distribution.

(b) Secondary power is distributed at 480Y/277V, 3-phase, 4-wire and 208Y/120V, 3-phase, 4-wire throughout the concourses and terminal. The tenant may tap power from either of these systems after verifying the system capacity for the new loads. Final approval to tap power from either system must be obtained from the DOT-A.

(c) The tenant is responsible for providing a state controlled, kilowatt-hour check meter (with output that can be interfaced to the State's energy monitoring and control system -EMCS) and main disconnect device for service to the leased area. Interfacing to EMCS shall also be tenant's responsibility. This meter and main disconnect device shall be located in the State controlled electric room where the power is tapped from. The tenant must obtain authorization from the DOT-A for access into the electric room.

(d) For stand-alone buildings, local utility company service must be requested by the tenant to serve the building. The tenant shall provide a transformer substation, including a kilowatt-hour meter, to step-down the power for distribution in the building. The tenant is also responsible for the power distribution system within the building.

(e) The tenant is responsible for his own power distribution system within the leased area. All electrical equipment provided for this system, including panelboards, step-down transformers circuit breakers, disconnect switches, etc., must be contained within the leased area. If emergency power is required, the tenant shall provide his own equipment. Access to the State's emergency power system is not allowed.

(f) The tenant shall provide a temporary power system during construction if construction power is required. The cost of the power usage shall be the responsibility of the tenant.

B. Interior Electrical

(a) Switchgear:

(i) The vertical and horizontal bus may be aluminum type, fully rated throughout the length of the switchgear.

(ii) The switchgear shall have front and rear alignment.

(iii) The switchgear structure shall be formed-up steel channels bolted together to form a rigid structure which steel side sheets and front and rear covers bolted.

(iv) Provide a utility metering compartment, if required, and circuit protective device compartments in the switchgear.

(v) The switchgear housing shall be painted with light gray enamel over a rust inhibiting treatment after fabrication and before assembly.

(b) Panelboards:

(i) The panelboards shall have copper bussing, door, trim, directory and plastic nameplate.

(ii) Circuit breakers for the panelboards shall be molded case, bolt-on type. Multiple-pole circuit breakers shall be factory assembled for the number of poles required. No twin type circuit breakers are allowed.

(c) Dry-type transformers: Heavy duty type, constant potential, class H insulation with average sound level not exceeding 55 decibels for indoor type.

(d) Convenience Receptacles:

(i) Single and duplex, 20 amperes, 125 volt, back and side wired, grounding type.

(ii) Ground fault interrupting receptacles shall have test and reset buttons with 5 milliamperes maximum leakage current.

(e) Raceways:

(i) Electrical metallic tubing (EMT) shall be used in concealed interior locations and where exposed in interior locations

above 4'-0" above the finished floor level. EMT shall not be used in exterior locations, exposed locations below 4'-0" above the finished floor level or in poured concrete floors and walls.

(ii) Galvanized rigid steel conduits (GRC) shall be used in exterior locations, exposed locations below 4'-0" above the finished floor level and in poured concrete floors and walls.

(iii) Polyvinyl chloride conduits (PVC) shall be used in all locations below grade, either direct buried or concrete encased and under concrete slabs. All distribution feeders shall be concrete encased.

(iv) Flexible metallic conduits shall be used in accessible ceiling spaces for connection to light fixtures or for connecting electrical equipment subject to movement or vibration. Flexible metallic conduits shall be liquidtight in wet/damp locations.

(v) The minimum raceway size shall be ¾".

(f) Conductors:

(i) All conductors shall be stranded copper.

(ii) Conductor insulation shall be THHN/THWN for interior installations; XHHW for exterior and below grade installations. RHW-USE insulation may be used for below grade installations.

(g) Outlet and Small Junction Boxes:

(h) For dry interior locations, pressed, zinc-coated steel, 4 inch by 4 inch by 1-½ inch deep minimum. In ceiling spaces, 4 -11/16 inch by 4 -11/16 inch by 2 -1/8 inch deep.

(i) For exterior locations, stainless steel, factory finished with threaded hubs for conduit connection.

(i) Device and Cover Plates:

(i) For interior locations, stainless steel, dull finish and/or 10B satin bronze finish with suitable hole for device.

(ii) For damp locations, cast metal, neoprene gasket with a spring hinge.

(iii) For wet locations, plug may be connected without affecting the nature of the cover.

C. Exterior Electrical

(a) All manholes and handholes in roadways or driveways shall be provided with heavy-duty traffic rated covers. Local utility company standard drawings (ie. those of HECO and Verizon Hawaii) shall be followed for all installations.

(b) All service entrance conduits shall be concrete encased.

(c) Obtain approval from the respective utility companies when exterior work involving the utilities is required.

5.2.3 Fire Alarm System

A. Tenant Spaces Within State Operated Buildings

(a) The tenant shall provide a stand alone automatic fire alarm system panel for his leased area in accordance with the applicable fire codes and the NFPA standards.

(b) The tenant or a designated representative shall monitor the fire alarm system twenty-four (24) hours a day. In the event of an alarm, the tenant or designated representative shall notify the proper authorities immediately.

(c) The fire alarm system shall be addressable type, electrically supervised and operate on low voltage. The system shall be in compliance with ADA guidelines and shall include manual pullstations, audible and visible signaling devices, and smoke detectors.

(d) The fire alarm system shall supply two dry contacts (one for alarm & the other for system trouble) for connection to the State's Fire Alarm Secondary Annunciation System (FASAS). An interface point shall be established by the State for interconnection to the tenant's fire alarm system. The tenant shall be responsible for providing the connection cable in conduit from his fire alarm system to this interface point. The tenant's system shall be tested annually to demonstrate that it is operational and compatible with the FASAS.

B. Tenant-Operated Stand-Alone Buildings

(a) The tenant shall provide a stand-alone automatic fire alarm system within the building in accordance with the applicable fire codes, NFPA standards and ADA guidelines. The tenant's fire alarm system shall be tested annually to demonstrate that it is operational and functioning properly.

(b) The tenant or a designated representative shall monitor the fire alarm system twenty-four (24) hours-a-day. In the event of an alarm, the tenant or designated representative shall notify the proper authorities immediately.

(c) The tenant's fire alarm system is not required to be connected to the State's FASAS.

5.2.4 Telephone / Communication System

A. Telephone System

(a) The Tenant will pay for all telephone equipment, materials (ie. cables) and labor necessary to install its telephone system. The State will provide access to its nearest telephone / communications room for use by the tenant for cabling and other work requiring access to the local exchange network. The Tenant shall route telephone cable in conduit to the nearest State controlled Telephone / Communications Room for connection to the local telephone system (ie. Verizon Hawaii). Access to sensitive State Telephone / Communications rooms must be coordinated with the State.

(b) The State has its own Private Automated exchange (PAX) system. The Tenant may request for service from this system in order to facilitate internal communications. An interface point shall be established by the State for interconnection to the Tenant's telephone system. The State will determine the cost of the PAX service based on the number of lines. Installation charges and monthly recurring fees will apply. Billing for recurring costs will be monthly and will vary based on the amount of features requested.

(c) Any damage or accidents incurred affecting the Tenant's property, other property, or any persons due to the installation or usage of the Tenant's telephone system shall be repaired by and/or the responsibility of the Tenant. If the Tenant fails to do so, the State will make the repairs at the Tenant's expense.

B. Communications System

(a) All communications equipment, materials (ie. cable) and labor necessary to install and operate a complete communications system, within the leased area, shall be at the Tenant's expense. The Tenant shall submit a request to the State for the installation of such a system. The request must indicate the intent and description of the system.

(b) The Tenant shall route communications cable in conduit to the nearest State controlled Communications Room for connection to the airport communications system. An interface point shall be established by the State for interconnection to the Tenant's communications system.

(c) Any damage or accidents incurred affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's communications system shall be repaired by and/or the responsibility of the Tenant. If the Tenant fails to do so, the State will make the repairs at the Tenant's expense.

C. Public Address System

(a) If any public address system is to be utilized by the tenant, only a stand alone public address system, meeting all ADA requirements (ie. text screens), will be permitted for his leased space. It shall be the responsibility of the tenant to ensure that there is no interference with the airport public address system outside of his leased area.

5.2.5 Security System

A. The tenant shall provide a stand alone security alarm system for his leased area. It shall be the responsibility of the tenant to control access to restricted areas of the airport. If unauthorized access occurs, the tenant is responsible to notify the State's airport security office immediately.

5.2.6 Community Antenna Television System (CATV)

A. All CATV equipment, materials (i.e. cable) and labor necessary to install and operate a complete CATV system, within the leased area, shall be at the tenant's expense. The Tenant shall submit a request to the State for the installation of such a system. The request must indicate the intent and description of the system.

B. The Tenant shall route CATV cables in conduit to the nearest State controlled Communications Room for connection to the CATV system. An interface point shall be established by the State for interconnection to the Tenant's CATV system.

C. All CATV equipment and cabling that are required to be mounted or routed outside of the leased area must be coordinated with and approved by the DOT-A.

5.3 – CONSTRUCTION CRITERIA

5.3.1 General Requirements

A. The tenant's Contractor shall furnish all materials, labor, tools and equipment required to install all work, complete, as indicated in the design documents.

B. All materials shall be new and bear the UL approval label.

5.3.2 Lighting System

A. Fixture supports for light fixtures shall be of sufficient strength to support at least four times the weight of the fixture. Support all light fixtures weighing more than fifty pound separately from the outlet box. Light fixtures shall be arranged to hang vertically unless otherwise noted. Provide additional mounting hardware, as required, to mount light fixtures.

5.3.3 Interior Electrical

A. Raceways:

(a) All exposed raceways shall be installed parallel or perpendicular to structural or architectural elements. Raceways shall be securely fastened in place with two-hole galvanized pipe straps with screws, approved beam clamps or approved single or gang pipe hangers spaced not more than five feet apart. Vertical runs shall be supported at intervals not exceeding five feet with approved clamp hangers.

(b) Raceway bends and offsets shall be made with hickey or conduit bending machine. Bends shall be made so that interior cross sectional areas are not reduced.

(c) The use of running threads is not allowed. Where the use of standard threaded couplings is not possible, use approved watertight conduit unions.

(d) Cap raceways during construction with plastic or galvanized pipe caps to prevent entry of dirt or moisture. All raceways shall be swabbed out and dried prior to conductors or cables being pulled in.

(e) Raceways shall be mounted clear of other piping, valves or mechanical equipment.

(f) Insulating bushings and two locknuts shall be installed on the end of every run of raceway at sheet metal enclosures.

(g) Securely fasten raceways to outlet boxes and to structure support.

(h) Pass a smooth, bullet-shaped, wooden mandrel through all conduits below grade to test for burrs or obstructions. The mandrel shall be 12" long and have a diameter which is ¼" less than the diameter of the conduit unless otherwise indicated. If burrs or obstructions are encountered, repair the section of conduit at no additional cost.

(i) Provide pullstring in all empty raceways after raceways are cleaned. Pullstring shall be 200-pound nylon type.

(j) Provide expansion couplings for raceways passing through expansion joints.

(k) Provide fire stopping for all raceway penetrations of fire rated walls or ceilings.

B. Conductors:

(a) Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller conductors.

(b) Pulling tensions shall not exceed the conductor manufacturer's recommendations.

(c) Powdered soapstone may be used as a lubricant for drawing conductors through raceways.

(d) Splices shall be made in accordance with the NEC. Splices shall be reinsulated. Remove all sharp points that can pierce tape. Splices made in underground pullboxes shall be watertight.

C. Boxes and Enclosures:

(a) Boxes on exterior walls shall be weatherproofed, stainless steel with threaded hubs and mounting ears.

(b) Outlet boxes in hollow tiles or concealed in other locations shall be provided with extensions or raised rings of such depth that metal will be flush with surrounding surface or opening.

(c) Provide a minimum of 2'-0" offset between flush mounted boxes located on opposite sides of a fire rated wall.

D. Light Switches: Switches shall be installed 4'-0" to center above the finished floor and four inches from door casings to center of switch for single gang switches and the same distance to center of switch nearest casing for multi-gang switches.

E. Convenience Receptacles: Receptacles shall be mounted horizontally, eighteen inches above the finished floor unless otherwise noted.

F. Finishing:

(a) All drilling, cutting, notching and patching required for installation shall be finished in a first class condition and be subject to acceptance by the DOT-A.

(b) Close all unused or abandoned knockouts in boxes or enclosures with metal cap matching the rating of the box or enclosure.

(c) Wipe clean all exposed raceways or boxes with rag and solvent. Unfinished raceways and boxes shall be prime painted and finished to match the background finish. Factory finished enclosures shall not be painted.

(d) Attachment of electrical equipment to wood shall be by wood screws; attachment to concrete by expansion anchors or powder charge driven studs and anchors with prior approval.

G. Testing and Inspection:

(a) If the DOT-A discovers any errors, the tenant's Contractor, at his own expense, shall take the necessary remedial action.

(b) Interior installations, 600V and less, shall be tested for insulation resistance after all wiring is installed and ready for connection to fixtures, outlets and equipment. Using a 500V megger, measure and record the insulation resistance from phase to phase and phase to neutral. Turn over a copy of all records to the DOT-A.

(c) The tenant's Contractor shall retape splices that have been bared for inspection. All portions of the electrical system shall be tested for proper operation and accidental grounds.

(d) If test or inspection reveals faulty equipment or installation, the tenant's Contractor shall take corrective action, at his own expense, as directed by DOT-A.

5.3.4 Exterior Electrical

A. Trench Excavation:

(a) Trench widths and depths shall be sufficient to accommodate proper installation of conduit banks. The bottom of the trench shall be flat and smooth.

(b) Trenches shall be widened at equipment pads, handholes and pullboxes to permit proper entry of conduits.

(c) All trench excavations for handholes and pullboxes in excess of the required depths shall be filled with concrete or crushed lava rock.

(d) Trenches for utility company conduits shall be inspected and approved by the respective utility company inspector before conduits are installed.

B. Backfill:

(a) Utility company ducts, handholes and pullboxes shall be inspected and approved prior to backfilling.

(b) Backfilling shall be to finish grades matching existing conditions. Backfill material shall be free of wood and debris.

(c) Backfill material shall be placed in maximum of 12" layers in loose thickness before compacting. Backfill material shall be thoroughly compacted with hand or mechanical tampers. Tamping utilizing the wheels or tracks of a vehicle is not allowed.

C. Conduit and Duct Banks:

(a) Apply thin coat of sealing compound on conduits and ducts at couplings and bells.

(b) Provide duct seals at entry points into handhole or pullboxes to prevent water from flowing between handholes and pullboxes.

(c) Anchor duct bank prior to pouring concrete encasement to prevent ducts from floating.

(d) When pouring concrete, prevent heavy masses of concrete from falling directly on the ducts. If unavoidable, provide planks for protection. Direct flow of concrete down the sides of the duct bank to the bottom allowing concrete to rise between ducts, filling all spaces uniformly. Work a long, flat spatula liberally and carefully up and down the vertical rows of ducts to eliminate voids in the concrete.

(e) Cure concrete for a minimum of 72 hours before permitting traffic and/or backfilling.

(f) Provide a four inch wide warning tape, yellow in color with black imprinted message "WARNING – ELECTRIC (or COMMUNICATIONS) CABLES BELOW" twelve inches below finish grade over ductlines. The color of the warning tape shall be as follows:

ELECTRIC – yellow
COMMUNICATIONS - orange

D. Concrete Work:

(a) Concrete shall be ready mixed according to ASTM C94-47. Free drop of concrete shall be limited to five feet.

(b) Placing: Clean and remove all debris from inside of forms and trenches before placing concrete. Place on clean, damp surface free from water. Place in horizontal layers not exceeding 18". Vibrate structural concrete thoroughly during and immediately after placing to ensure dense watertight concrete.

(c) Forming: Forms shall be of good, sound lumber treated with non-staining form oil before each use.

(d) Patching: Patch all voids, pour joints and holes before concrete is thoroughly dry. Use mortar of same proportions as original concrete.

(e) Curing: Cure concrete using the impervious membrane method with liquid membrane compound. Apply two or more coats to obtain a total of one gallon for each 150 square feet of concrete surface.

6.0 – SUPPORT FACILITIES

6.1 - General Design Parameters

A. The Airport's primary concern with the design of Support Facilities focuses on design issues relevant to site development. The following items need to be addressed in the design of each individual support facility:

* Roads and Circulation
* Setbacks and Zoning Issues
* Building Heights
* Site Coverage
* Walls and Fences
* Signage
* Utilities and Service Easements
* Off Street Parking
* Density
* Orientation
* Grading
* Exterior Lighting
* Landscape and Irrigation

B. Support Facilities vary in form and function and no clear standards can govern all facilities. Support facilities will be reviewed on an individual basis, and Tenants are encouraged to establish an on-going review process with the designated Project Manager from the Engineering Division (AIR-E) at DOT Airports to ensure their designs meet with airport approval.

C. Generally, all support facilities shall conform to the following basic design criteria:

(a) Building design, roof type (flat, slope, etc.) shall be consistent with each Airport theme.
(b) Zoning regulations should establish that buildings of a like scale and similar usage should be grouped together.
(c) Entry and access into buildings should preferably be from south and east.
(d) Setbacks and Site Coverage requirements (refer to 6.3 & 6.4)

6.2 - Buildings

A. General Information

(a) This section defines general design criteria that applies to the design of building structures at all DOTA Airports. Manual 1 should be consulted for specific instructions, policies and procedures that also apply.

B. Overall Continuity

(a) DOTA desires to maintain an overall visual continuity to Airport development at each State airport, principally through uses of similar colors, materials, and methods of construction. This will permit DOTA to ensure a discernable, visual relationship among structures throughout each Airport statewide.

C. Aesthetic Requirements

(a) The designer is required to submit to DOTA sketches that accurately depict the appearance of the proposed facility. These sketches shall include, but not be limited to, the following information:

1. Type of material to be used in the outside wall construction.
2. Color and texture or proposed outside walls.
3. Signs, logos, etc. to be erected.
4. General location of the lot.
5. Significant landscaping proposed, such as berms, retaining walls, etc.

(b) DOTA shall determine of the proposed facility meets the aesthetic values and objectives for each airport. DOTA will then approve or disapprove the facility as proposed. Disapproved proposals shall be modified so that the desired objectives are met.

D. Glare

(a) It is imperative that all structures be glare controlled. Inherently high reflective materials, such as glass veneered curtain walls, shall not be used as a major building element. It is preferable to used non-reflective bronze glass as opposed to highly reflective silver or gold glass. All high sheen materials, such as aluminum or stainless steel panels, must be coated or clad with light-absorbing finish. Light colored aggregates on roofs are acceptable. Designers should review FAA requirements prior to final design.

E. Noise

(a) All structures, whose primary function is to house people-oriented activities, shall be designed by the suitable combination of building materials and execution of construction details in accordance with established architectural and acoustical principles to reduce the noise between the outside and inside of the building to the following levels.

(b) The methodology to be used shall be the Shell Isolation Rating (SIR) method set out by the U.S. Department of Commerce, National Bureau of Standards "Design Guide for Reducing Transportation Noise In and Around Buildings" – Publication: Building Science Series No. 84.

1. Schools, churches, hotels, meeting facilities and other spaces where noise intrusion is more sensitive than average and would disrupt the intended operation of space – SIR 40 dB.
2. Offices, shops, terminals, etc. where routine people-to-people and telephone communications occur frequently – SIR 30 dB.
3. Warehouses, freight facilities and other structures not involving significant communication between individuals – No Limit.

(c) The design shall take into account all possible paths into the facility to include, but not be limited to walls, roofs, windows, doors and ventilation openings.

(d) Mechanical noise levels shall be controlled by proper design of the noise producing mechanical and electrical equipment such as fans, mixing boxes, diffusers, pumps, transformers, emergency generators, etc., so as not to exceed acceptable levels as set forth by industry standard criteria. The acceptable noise level shall be described in terms of NC (Noise Criteria) as defined by the ASHRAE Handbook, Systems Volume, [Sound and Vibration Control Chapter] latest edition (American Society of Heating, Refrigeration and Air Conditioning Engineers).

F. Environmental Design

(a) The design of buildings should be sensitive to natural elements in planning wall openings, fenestrations, and building orientation. The Board desires energy efficient buildings and systems on the Airport property and solar protection should be considered for all fenestrations.

G. Permanency

(a) It is the intent that all structures erected upon the Airport property be wholly permanent in nature. Temporary buildings, modular construction, etc. will be allowed only as a temporary measure and only with the tenure clearly expressed and defined at the time of Tenant application.

H. Exterior materials

(a) It is the Airport's intention to maintain a consistent utilization of building materials on all Airport property. The following recommendations are to be used a guidelines and are most applicable in or near the Terminal Complexes:

1. Walls
2. Roofs
3. Entries
4. Door Locks

I. Exterior Mechanical Equipment

(a) All visible equipment, whether roof or ground mounted, must be painted alike and screened from view wherever possible. Color for such equipment, including roll-up doors, mechanical equipment, metal canopies, piping, electrical equipment, etc., and any other equipment of specialized function, shall match. Specially designed screens, suitable plant materials, and architectural enclosures can be used for screening purposes depending on the facility and location. Roof mounted equipment must be concealed behind parapet walls or in a screened enclosure of approved materials. Equipment should be grouped in clusters, preferably a single cluster to minimize the number of visible screens.

6.3 - Setback Requirement

A. Depends on airport location
B. Refer to "Development Standards for Leased Airport Property", Procedure No. 7.7 (revised 1-6-95); State of Hawaii, Dept. of Transportation – Airports Division.
C. Verify zoning requirement with City & County

6.4 - Site Coverage / Definitions

Air Cargo	The operation of a facility (facilities) for the handling and storage of cargo and mail.
Maintenance Hangars:	The operation of a facility for the maintenance and overhaul of air carrier aircraft, engines, parts, accessories, and equipment.

6.0 – SUPPORT FACILITIES (continued)

Airport Support Areas:	The operation of a facility by the State to support or protect the required activities of the airport, and (2) the operation of a facility by others to provide services that improve the overall effectiveness of the Airport.
Aviation Related:	The operation of a facility (or facilities) which are dependent upon proximity to the Airport for their effective performance or which enhance transportation and commerce within the airport area.
General Aviation (FBO) (Commercial)	The operation of a hangar and related building facilities by a business involved in the sale to the general public of services related to the operation, maintenance and servicing of general aviation aircraft.
General Aviation (Non-Commercial)	The operation of a hangar and related business facilities by an industrial, corporate, or business Tenant to hangar one or more aircraft it owns or operates solely in connection with the internal conduct of Tenant's business for the transporting of the Tenant's personnel, materials, and products.
Minimum Landscape (SITE)	Refers to the portion of the surface area of each building site that must be covered by landscaping, expressed as a percentage of the Building site, excluding landscaping coverage included in the Parking areas.
Minimum Landscape (Parking)	Refers to the portion of the surface area of each building site that must be landscaped within the parking areas on the Building Site.

B. SPECIFIC REQUIREMENTS BY PROJECT TYPE

In keeping with the character of each State airport, the Tenant's Design Consultant shall comply with the appropriate specific design standards and criteria set forth in this section. In addition, Tenant's Design Consultant shall also meet any minimum quality standards set forth by each individual airport.

Variance: The DOTA recognizes that situations arise which may warrant modification to these Tenant Improvement Guidelines (TIG). A written request for an exception shall be submitted to the Airport District Manager (ADM), stating the variance requested and the DOTA's applicable section of the guidelines. The DOTA will evaluate each request and will notify the tenant, in writing, of the decision within fifteen (15) working days.

- Support Facilities 6.0
- Pad Sites 7.0
- Ground Transportation 8.0
- Food / Beverage 9.0
- Retail 10.0
- Airlines 11.0
- Temporary Display/Decorations ...12.0
- Temporary Structures – Trailers....13.0

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS

7.1 Submittal Requirements - General

A. Schematic Design Phase

(a) All existing terminals, runways, taxiways, taxi lanes, aprons, ground support equipment areas, emergency roads, buildings and structures, contours, underground utilities, signs, etc. in the immediate area of the project site or relevant to the proposed work should be shown.
(b) All existing FAA NAVAIDS, duct banks, guidance signs, lighting fixtures, electrical ducts, vaults, handholes, and circuit locations should be shown and identified.
(c) Horizontal and vertical layouts for all proposed pad sites, airfield paving, emergency roads, and drainage features.
(d) Layouts for proposed airfield electrical circuits, NAVAIDS, underground utilities, etc.
(e) Limits and dimensions of all object free areas, safety areas, exclusion zones, NAVAIDS, critical areas, and FAR part 77 airspace surfaces that affect project site.
(f) Locations of proposed buildings, signs, NAVAIDS, AOA fences, etc.

B. Construction Documents Phase

(a) All proposed paving and facilities.
(b) Proposed grading and surface contours.
(c) Final profiles and flowlines for all drainage systems.
(d) Site access points and haul routes.
(e) Typical paving, jointing, sealing, drainage, electrical utilities, etc.
(f) All required sections and details.

7.2 Submittal Procedures – Above ground storage tank / Spray booth

A. *Tenant* to submit conceptual site, construction and operational plans for the State's comments & approval.

B. *Tenant* to submit final tenant site, construction and operational plans submitted for State approval along with a City and County Building Permit.

C. *State* to review final plans and, if approved, issue a letter of approval and lease approval to airport tenant. This letter will direct

tenant to obtain a Flammable and Combustible Tank Permit from the City and County.

(a) City and County Fire Department will require a copy of the State's approval letter and also two copies of the tenant's approved plans.
(b) City and County Fire Department will review plans for fire code compliance and coordinate approval with the airport tenant.

D. *Tenant* will furnish the State a copy of the C&C Fire Department approval and a Spill Prevention Countermeasure and Control Plan (if necessary).

E. *State* will issue a "Airport Building Permit" and if necessary, a "construction right of entry" to the tenant.

F. For Spray Booth, Tenant is required to obtain approval from Airport Fire Chief and H.I.O.S.H.

G. Upon completion of the project, *Tenant* shall submit a letter certifying the proper installation for record keeping purposes to the State and C&C Fire Department.

H. *Tenant* to furnish the State with a copy of the Flammable and Combustible Tank Permit issued by the C&C Fire Department prior to commencing with operations.

I. *State* personnel and C&C Fire Department may elect to conduct a site inspection to verify proper installation.

J. For further information, refer to the "General Procedures and Guidelines for Tank Installation Permits".

7.3 Above ground tank - Guidelines

A. Aboveground tanks over 100 gallons in capacity permanently installed or mounted and used for the storage of Class I, II & III-A liquids shall be provided with the means of identifying the flammability, reactivity, and health hazards of the tank contents in accordance with Section 79.109.

B. Aboveground tanks storing Class I, II or III-A shall be of concrete, masonry or protected steel.

C. Concrete pads shall be provided for aboveground tank installations and shall be extended to a minimum of 18 inches from the outside measurements of the tank assembly.

D. Provide adequate setbacks that comply with regulations as established in the "General Procedures and Guidelines for Tank Installation Permits", for the installation of aboveground tanks. NFPA states setback shall be minimum 15' from building. A reasonable distance to eliminate any fume irritation is 25' from building.

E. Vent piping shall be arranged so that flammable vapors will not enter building openings or be trapped under eaves or obstructions.

F. Aboveground storage tanks shall be subjected to UL Standard 2085 for environmental exposure condition for aging, high humidity, and salt spray.

G. Tanks shall be bonded or connected to a ground. The bond or ground or both shall be physically applied or shall be inherently present by the nature of the installation.

H. All electrical equipment and wiring shall be of a type specified by and installed in accordance with NFPA 70.

7.4 Underground tank - Guidelines

A. Underground tanks used for the storage of liquids shall be located a minimum of 3'-0" feet from basements, pits, cellars, and property lines. A minimum shell to shell separation of 18 inches shall be maintained between underground tanks.

B. Underground storage tanks shall be provided with approved leak detection.

C. Setback to the nearest building and/or property lines shall be a minimum of 3'-0".

D. Depth and Covering:

a. With 6" non-corrosive material surrounding it. Sand or Pea Gravel.
b. Minimum 2'-0" earth covering or 1'-0" earth with 4" concrete slab. (no vehicle traffic).

c. If subject to traffic, use either 3'-0" earth or 18" tamped earth plus 6" of reinforced concrete or 8" of asphalt. Asphalt or concrete must extend 1'-0" beyond tank.

E. Underground tanks to be anchored when required by code.

F. Vents:

(a) To be 5'-0" away from windows or property lines that can be built on.
(b) To be 8'-0" above fill pipe opening and not less than 12'-0" above adjacent ground level.
(c) Pipes to be protected against damage.
(d) Pipes to be laid to prevent sagging and forming traps.

G. Piping:

(a) Installed per UFC 79.701 re4quirements.
(b) To be hydrostatically tested at 150% of maximum of system or pneumatically tested to 110% maximum of system, but not less than 5# PSI pressure at the highest point.

H. All electrical equipment and wiring shall be of a type specified by and installed in accordance with NFPA 70.

I. Testing Procedures

(a) Tanks are to be tested prior to being used.
(b) Existing tanks may be required to be tested at the owner's expense if the fire chief has reasonable cause to suspect a leak.

7.5 Paint Spray Booth - Guidelines

A. Spray booths are pre-manufactured, self-contained modules assembled on site. It should be noted that most spray booths have not been tested as an assembly and, therefore, are not "listed" units.

B. Materials: Spray booths shall be substantially constructed of steel not less than No. 18 gage (.044 inch) in thickness or other approved noncombustible materials.

C. Size: The area of a paint spray booth shall not exceed 1500 square feet nor 10 percent of the basic area permitted for the major use of

the building as set forth in Table No. 5-C of the Uniform Building Code.

D. Surfaces: The interior surfaces of spray booths shall be smooth and continuous without edges and otherwise designed to prevent pocketing of residue, to permit the free passage of exhaust air from all parts of the interior and to facilitate washing and cleaning without injury.

E. Floors: The floor shall be of noncombustible material or shall be covered with a noncombustible, non-sparking material of such character to facilitate the safe cleaning and removal of residue.

F. Baffles: If installed, baffle plates shall be of a noncombustible material readily removable or accessible to facilitate cleaning and designed to provide an even flow of air through the booth and to prevent the deposit of over-spray before it enters the exhaust duct. Such plates shall not be installed in the exhaust ducts.

G. Deflectors: Each spray booth having a frontal area of more than 9 square feet and which is not equipped with doors shall have a metal deflector or fire curtain not less than 4-1/2 inches deep installed at the upper outer edge of the booth over the booth opening.

H. Separation: Each spray booth shall be separated from other operations by not less than 3 feet, or by a wall or partition, or by a greater distance as DOTA may require.

I. Clear Space: All portions of a spray booth shall be readily available for cleaning, and a clear space of not less than 3 feet shall be kept free of storage or combustible materials.

J. Light Fixtures: When spray booths are illuminated, it shall be done through heat-treated or hammered wire glass. Fixed lighting units only shall be used as a source of illumination, and panels shall be arranged so as to minimize breakage and so that normal accumulation of residue on the exposed surface of the panel will not be raised to a dangerous temperature by radiation or conduction from the source of illumination.

K. Exit Doors: Exit doors from pre-manufactured paint spray booths may be 2 feet 6 inches by 6 feet 8 inches.

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS (continued)

L. Ventilation Requirements: All spraying areas shall be provided with mechanical ventilation adequate to prevent the dangerous accumulation of vapors. Mechanical ventilation shall be kept in operation at all times while spraying operations are being conducted and for a sufficient time thereafter to allow vapors from drying coated articles and dry finishing material residue to be exhausted.

M. Alternate methods of construction for Spray Booths must be approved by the DOTA and Fire Chief.

8.0 – GROUND TRANSPORTATION

8.1 - Baseyards:

A. The following are minimum standards of construction for improvements to be provided by the tenants of ground transportation baseyards at airports:

(a) All construction shall be with new materials and first-class workmanship equal to acceptable standards of practice for industrial construction and shall meet all applicable codes and regulations.

(b) Tenants shall be responsible for obtaining building permits required by the County.

(c) Buildings shall be setback a minimum of 10 feet from property lines.

(d) Grease traps shall be provided to collect all petroleum product spills.

(e) Drainage from car wash areas will not be permitted to be discharged outside of the leased premises. Wash water must be recycled or sent to County sanitary sewer. It may not go into storm drain system.

(f) Leased premises shall be fenced on all sides with 6-foot high chain-link fence with top rail. Fences between adjacent properties shall be directly on property line.

(g) Signs shall not exceed 18 inches in height and shall not be located higher than the top of the building. Illuminated signs, neon signs or other attention-gathering signs are prohibited.

(h) All plans shall be prepared by a registered architect or engineer and shall be submitted to the Airports Division and approved by said Division prior to start of construction.

B. The above standards do not apply to existing improvements except items (e), (f), (g) & (h) which shall be performed by the tenant within six months of the effective day of the new ground transportation lease. All new construction and additions to existing facilities shall comply with all items.

9.0 – FOOD / BEVERAGE

9.1 - General Design Parameters

A. The following general standards pertain to all Food & Beverage Concessionaires located in the terminal complex.

B. The Food & Beverage Concessionaire is reminded of potential abuse of its space by the airport luggage and bag carts and shall design the space with this in mind.

C. Food and Beverage Preparation Facilities must be screened from public view.

D. Walls may not be constructed directly in front of existing exterior glass curtain walls. If a wall is required in that area the Tenant shall be required to replace the glass panels with spandrel panels.

9.2 - Storefronts

A. Storefronts shall be designed to be self-supporting between structural supports and shall be capable of accepting all live loads, dead loads, and seismic loads imposed and transfer all loads into building structure.

B. Storefront shall be capable of expanding and contracting in all directions.

C. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Phillips flat-head machine screws of compatible material shall be used.

D. Entrance doors shall comply with building code requirements for barrier-free accessibility and the ADA Accessibility Guidelines. Doors which are single or double acting shall be self closing.

E. Components of the storefront system shall be as follows:

(a) Framing members shall provide for flush glazing on all sides with no projecting stops. Minimum face dimension shall be 2-1/4" for horizontal and vertical members.

(b) Doors shall be aluminum stile and rail type. Frame shall be tubular with mechanical joints and concealed reinforcing plates. Doors shall be medium, or wide stile, 1-3/4" thick factory glazed. Thin stile doors may be used in certain low occupancy areas.

(c) Hardware shall be manufacturer's heavy duty units complying with ANSI A156.5, Grade 1.

9.0 – FOOD / BEVERAGE (continued)

9.3 - Wall Finishes

A. Walls in food preparation and services areas shall be non-porous, easy to maintain materials.

B. Recommended materials include: ceramic tile, stone tile, mirror, metal laminates, or solid surfacing plastic (Corian or equal).

C. Wall finishes in the public areas shall be reviewed and approved through the Design Review Process.

D. Vinyl wall coverings are not permitted in areas visible to the public.

9.4 - Flooring

A. In the Food & Beverage preparation and service areas, thin set quarry tile or ceramic tile are required in all areas for maintenance, slip resistance, and waterproofing.

B. Floor finishes in the public areas shall be reviewed and approved through the Design Review Process.

C. All kitchen, food handling, and restroom facility's flooring shall have a waterproof finish extending to 100 percent of the Concessionaires space, including extending the waterproof finish a minimum of 6 inches up on the walls.

D. Concessionaires shall also provide sealing and waterproofing at all floor penetrations per DOTA's specifications.

9.5 - Ceilings

A. The ceilings shall comply with the General Design Standards and shall comply with all applicable health code requirements.

B. Other high quality ceiling materials will be allowed in areas concealed from public view, provided they comply with applicable health code requirements.

C. Ceilings in Concessionaire spaces shall be provided at the Concessionaire's expense, unless otherwise indicated.

9.0 – FOOD / BEVERAGE (continued)

9.6 - Furniture

A. Concessionaires with interior seating shall provide high quality furniture that is compatible with the overall design of the space and with the aesthetics of the Airport.

B. Furniture shall be provided at the Concessionaire's expense.

C. Furniture shall be approved through the Design Review Process.

9.7 - Counters

A. Counters are one of the key elements that contribute to the Concessionaire's overall identity and character. The counter area shall be flexible and creative in design.

B. Concessionaires shall provide a clearly definable area for ordering and check-out.

C. A counter height of 34 inches is required with the exception of counter-front display cases.

D. A highly durable counter base shall be provided by the Concessionaire. The counter base shall be set back 4 inches from the counter-front to add variety and depth to the counter design. The height of the counter base shall be sufficient to accommodate customer toe space and cleaning equipment under the counter.

E. The counter-front is to be a durable, high quality material consistent with the Concessionaire's overall design image. Careful attention must be paid to the detailing of materials and how adjacent materials join.

a) Suggested Counter-front Materials:
   1. Stone
   2. Metal
   3. Wood
   4. Glass
   5. Tile (consistency of multiple, complimentary colors and size variation).
   6. Solid surfacing plastic (Corian, Fountainhead, Surell, or equal)
   7. Other materials, as approved through the Design Review Process

b) Scrutinized Counter-front Materials:
   1. Plastic laminates
   2. Metal laminates

3. Glass block
4. Countertop material must be durable, high quality, monolithic material. The Concessionaire is encouraged to add decorative elements such as wood or metal bullnose or a tile band along the face of the countertop.

c) Suggested Countertop Materials:
   1. Stone
   2. Stainless Steel
   3. Solid surfacing plastic (Corian, Fountainhead, Surell, or equal)

d) Scrutinized Countertop Material:
   1. Plastic laminates
   2. Metal laminates
   3. Glass
   4. Ceramic tile
   5. Wood

9.8 - Display Cases

A. Food presentation is an important aspect of the Concessionaires' counter design. Display cases for food presentation and preparation may be installed within the counter area and must be designed as an integral element of the counter and shall be reviewed and approved through the Design Review Process.

B. Display cases may be no more than 30 percent of the counter width, unless otherwise noted and may be a maximum of 4 feet 6 inches above the finished floor. The base of the display cases shall be set back 4 inches from the case front to accommodate customer toe space and cleaning equipment under the counter. All free standing display cases and coolers shall be reviewed and approved through the Design Review Process.

C. All glass areas of the face and sides shall be clear glass. Framing, grilles, and other metal parts exposed to the public view shall be wood or polished metal, such as stainless steel or brass. The back of the case, when viewed from the public space, shall be clear glass or mirror glass. Display cases shall be internally illuminated. Display cases shall be provided by the Concessionaire at the Concessionaire's expense. All display and signage information shall be contained within the Tenant's lease line space.

9.9 - Sneeze Guards and Tray Slides

A. If the Concessionaire incorporates a sneeze guard and/or tray slide, they must be custom designed as an integral part of the counter and must meet

health code requirements. The sneeze guards may be flush with the face of the front counter line and shall be no higher than 4 feet 6 inches above the floor. All joints are to be butt glazed glass to allow for maximum visibility. Transparent sheet plastic (Plexiglas) is not permitted.

B. Tray slides are to extend no more than 6 inches beyond the face of the counter and are to be constructed of materials which are compatible with the counter.

9.10 - Clutter Free Appearance

A. All Concessionaire areas visible to the public shall be carefully controlled to avoid a cluttered appearance. Dispensers for tray storage, cups, straws, cup covers, napkins, and condiment containers are to be recessed into the counter as an integral part of the counter design.

9.11 - Queuing Area / Devices

A. Queuing devices shall be provided by the Concessionaire to direct and control customer lines within the Concessionaire's space, as deemed necessary by DOTA. Temporary queuing devices are allowed in DOTA space when utilized to control crowds in public space during peak periods. All devices shall be compatible with the overall design of the space. Concessionaires should adjust the use of queuing devices according to their peak business periods.

B. Stanchion colors, finishes, and materials shall be approved through the Design Review Process.

9.12 - Back Walls

A. A back wall may be built behind the counter separating the public serving area from the food preparation area. The back wall is at the Concessionaire's option; however, it is encouraged that a separation exists to maintain a clean and clutter free view from the public area. The design of the back wall is to be an integral element of the design of the Concessionaire's space and shall be provided at the Concessionaire's expense.

9.13 - Equipment, Fixtures, and Furnishings

A. All equipment, fixtures, and furnishings shall be provided by the Concessionaire at the Concessionaire's expense. The equipment and its placement are important visual elements of the overall design and appearance of the space. Careful consideration is to be given to each piece

of equipment in the areas visible to the public. The furniture styles should be compatible with the overall design and the aesthetics of the public area.

B. All cash registers, drink dispensers and other equipment shall be recessed in the front countertop and are to be set back a minimum of 6 inches from the front counter edge. All equipment on the front counter is subject to Design Review by the DOTA, and no piece of equipment may exceed the 4 feet 6 inches height limit above the floor.

C. Simulated wood grain finishes are not permitted on any equipment. Natural metal, glass, or porcelain finishes are acceptable.

D. Condiment containers, napkin holders, and other containers are to be considered elements of design on the front counter and are to complement and be consistent with the colors and materials of the space. None of these elements are permitted on the top of sneeze guards or other pieces of equipment. All bulk paper goods and supplies are to be stored in areas not visible to the public.

E. Counters with stools, and/or tables and chairs may be used within the space. Furniture layouts must allow for easy circulation for customers with luggage.

F. All furniture elements shall be reviewed and approved through the Design Review Process and shall be below four(4) feet high to allow for unobstructed views.

G. Umbrellas and other high elements will not be allowed in the Terminal Building public area, unless approved by the ADM.

10.0 – RETAIL

10.1 - General Design Parameters

10.1.1 The following guidelines pertain to all Retail Concessionaires located in the terminal complex.

10.1.2 Refer to "Overseas Terminal Design Guidelines" (HNL) as quality reference standard for other airport locations.

10.1.3 The Tenant is reminded of the potential abuse of its space by the airport luggage and bag carts, and shall design the space with this in mind.

10.2 - Storefronts

10.2.1 The Concessionaire shall provide a storefront within the storefront area and is encouraged to be creative in the design to establish a distinctive and inviting image. The materials used in the storefront shall be of high quality materials which are compatible with the public areas of the concourses.

10.2.2 The storefront area shall include an overhead soffit which extends the entire length of the storefront entry. This soffit shall separate the DOTA provided ceiling from the Concessionaire-provided ceiling and creates a Concessionaire sign band. Additionally, the soffit shall house the overhead coiling security grille. The Concessionaire shall use the DOTA standard grille to provide continuity throughout the Airport. The Concessionaire shall provide the storefront, soffit, and security grille at the Concessionaire's expense.

10.2.3 In some concourse locations, the Concessionaire is provided with an extensive storefront wall which fronts the concourse. The storefront wall should contain windows and displays that showcase the Concessionaire's internal space and merchandise. These display windows should exhibit the quality and creativity of storefront displays and shall not be used as whole merchandising units. Displays shall be aesthetically pleasing and professionally arranged. The quality of finishes and materials used in these display windows shall be commensurate with the materials used in the concourse. To accurately review the proposal, DOTA requires the Concessionaire to provide the specifications for merchandise displays in windows, including material samples, artistic renderings, and photographs of similar finished units.

10.2.4 Storefront Base: The Concessionaire shall incorporate an approved base along their storefront to match the height of the adjacent DOTA-provided base.

10.2.5 Interior Display Walls at Exterior Windows:

A. In some locations, the Concourse Retail Concessionaire has an exterior window. In the event that the Concessionaire prefers to have a display wall, an interior wall may be built in front of the window. This wall shall be a minimum of 4 inches from the window wall and shall be finished to 6 inches above the finished ceiling. Air vents shall be provided at the base of the wall to allow for air circulation.

B. The Concessionaire shall provide a DOTA standard horizontal blind along the length of the window which shall be installed in the down / closed position prior to the installation of the interior wall. The blind will conceal the unfinished back side of the interior wall from view outside of the building. The interior display wall shall be provided at the Concessionaire's expense.

10.2.6 Display Lighting: The Concessionaire shall provide lighting specially designed to highlight the merchandise displays. Display cases shall be internally illuminated. Display lighting shall be provided at the Concessionaire's expense.

10.2.7 Storefronts shall be designed to be self-supporting between structural supports and shall be capable of accepting all live loads, dead loads, and seismic loads imposed and transfer all loads into building structure.

10.2.8 Storefronts shall be capable of expanding and contracting in all directions. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Philips flat-head machine screws of compatible material shall be used.

10.2.9 Storefronts shall be capable of expanding and contracting in all directions. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Philips flat-head machine screws of compatible material shall be used.

10.2.10 Entrance door shall comply with requirements of the UBC for barrier-free accessibility and the ADA Accessibility Guidelines. Doors which are single or double acting shall be self closing.

10.2.11 Storefronts used to separate conditioned and unconditioned spaces shall include concealed, low conductance thermal barrier.

10.2.12 Components of the storefront system shall be as follows:

A. Framing members shall provide for flush glazing on all sides with no projecting stops. Minimum face dimension shall be 2-1/4" for horizontal and vertical members.

B. Doors shall be aluminum stile and rail type. Frame shall be tubular with mechanical joints and concealed reinforcing plates. Doors shall be medium, or wide stile, 1-3/4" thick factory glazed. Thin stile doors may be used in certain low occupancy areas.

C. Hardware shall be manufacturer's heavy duty units complying with ANSI A156.5, Grade 1.

10.3 - Carts and Kiosks

10.3.1 Guidelines

A. To meet the varying needs of passenger service at Hawaii State airports, carts and kiosks shall be placed in public areas where the DOTA has provided ceiling and floor materials. The location and size of the carts and kiosks shall be determined by the ADM.

B. Carts are small, readily moveable concession units, designed to be creative and fun, that offer a limited variety of products. The maximum space allotted for the cart will be determined by DOTA.

C. Kiosks are free-standing concession units ranging in size from 100 to 300 square feet which offer customers a greater variety of products.

D. The Concessionaire shall provide the Cart, Kiosk and all accessories. Carts and Kiosks shall be designed, fabricated, and installed by the Concessionaire at their expense.

E. Cart closure system: The Cart must be designed using a roll-down shutter system with closure at lease line.

F. The Concessionaire shall note that all public areas in the Terminal are constantly subjected to high concentration and movement of people. Therefore, the location and size of the kiosks and carts shall not impede the queuing and circulation of people. The DOTA will scrutinize the Kiosk floor plan layout and placement to ensure that adequate floor space around the Kiosk is maintained for queuing.

10.3.2 Variance

A. The DOTA recognizes that situations arise which may warrant modification to these Tenant Improvement Guidelines. A written request for an exception shall be submitted to the Design Review

Committee, stating the variance requested and the DOTA's applicable section of the guidelines.

B. DOTA will evaluate each request and will notify the tenant, in writing, of the decision within ten(10) working days.

10.3.3 Cart and Kiosk Concession Standards

A. Cart / Kiosk Materials

a) The Cart and Kiosk is to be of durable, high quality material consistent with the overall design image. Careful attention must be paid to detailing of materials and how they join.

b) The Concessionaire is reminded of the potential abuse of the Cart / Kiosk by the airport luggage and bag carts and shall design with this in mind.

B. Canopy for Cart & Kiosk

a) The canopy is an overhead structure which completes the Concessionaire's identity and character. It is to be designed as an integral part of the Cart and Kiosk.

b) Each Concessionaire is required to design and fabricate a canopy for their Cart / Kiosk. Durable high quality materials are to be used in constructing the structure. It is also intended to hold the signage and lighting.

c) The horizontal bottom edge of the canopy shall be at 7 feet 6 inches above the floor. The overall height shall be consistent with fire code requirements by maintaining a minimum 18 inches clearance space between the top of the canopy structure and the terminal ceiling.

d) The canopy shall be provided at the Concessionaire's expense.

C. Signage

a) Refer to the "Signage and Graphics Design Manual", State of Hawaii, Dept. of Transportation – Airports Division, 2000.

b) Concessionaire's signage is an integral element of the design and overall image of their cart / kiosk. Signage is to be distinctive and easy to read. All signage, including menu board, product identification, and other signs, shall be compatible with

the overall design and be of a size and color to be readily visible.

c) Signage shall be provided at the Concessionaire's expense.

d) Primary Sign – Cart:

(i) Each Concessionaire is required to design, fabricate, and install one primary sign along the length of the canopy facing the public. Optional signage and graphics are encouraged on the cart.

(ii) The primary sign is intended to be the Concessionaire's name and logo only. The lettering shall be a maximum of 5 inches in height. The sign may be silk screened or surface mounted, individual dimensional letters not exceeding ½ inch deep.

e) Primary Sign – Kiosk:

(i) Each Concessionaire is required to design, fabricate and install at least one primary sign.

(ii) Maximum letter height is 8 inches and shall not exceed 48 inches in length. The method of attachment of this sign is to be considered part of the design.

D. Lighting

a) The Concessionaire shall provide all task and display lighting within their space at the Concessionaire's expense. Lighting visible to the public shall be directed toward the products to avoid glare.

b) Sufficient task lighting is to be provided to give overall illumination to the workspace (countertops and other work areas).

c) Merchandise Display lighting is to highlight the products being presented utilizing bright, highly focused lighting.

d) Display Case Lighting shall have internal lighting to light the merchandise.

e) Neon and/or exposed fluorescent lighting is not encouraged but will be considered by the State on a case-by-case basis.

f) All conduit, lighting attachments, and fixtures are to be designed and installed to be concealed from the public.

E. Electrical and Plumbing

a) Stub-outs will be provided by DOTA within the immediate zone of the Cart / Kiosk and shall be approved through the Design Review Process. No exposed electrical cords will be permitted.

b) Utilities will be paid for by the Concessionaire.

c) Typically, services such as water and drains are to be accessed at remote locations. In some conditions, plumbing may be required at the location of the Cart / Kiosk. This will be determined by the DOTA during the Design Review Process. Requests for plumbing shall be reviewed by the State and shall be constructed at the Concessionaire's expense.

F. Security

a) A security system, if desired by the Concessionaire, is to be designed integral with the structure. The system is to be constructed of materials similar to the Kiosk and is to give a consistent image even when closed.

b) The security system shall be provided at the Concessionaire's expense.

10.3.4 Interior Finishes / Aesthetics

A. The design and finishes of the Carts and Kiosks are key elements that contribute to the Concessionaire's overall identity and character. These standards are intended to support that identity.

a) Counters (Carts & Kiosks):

(i) Counters for the Kiosks (and Carts, if applicable) are one of the key elements that contribute to the Concessionaire's overall identity and character. The counter configuration varies according to the lease line and location within each Airport.

(ii) The counter shall be 34 inches high.

(iii) The counterfront is to be of durable, high quality materials consistent with the overall design image. Careful attention must be paid to the detailing of materials and how they join.

(iv) The Concessionaire is encouraged to add decorative elements such as wood or metal bullnose or another decorative accent band along the face of the countertop.

(v) A highly durable counter base shall be provided by the Concessionaire. The counter base shall be set back 4 inches from the counterfront to add variety and depth to the counter design. The height of the counter base shall be sufficient to accommodate customer toe space and cleaning equipment under the counter.

(vi) Counter materials: the Concessionaire shall utilize similar materials to those used in the surrounding area of the Airport (i.e. wood, stainless steel, etc.). This is to ensure design conformance with the décor of the terminal complex.

b) Counter Accessories (Food Carts and Kiosks)

(i) All sneeze guards are to be custom designed as an integral part of the Food Cart and Kiosk. The sneeze guards may be flush with the face of the front counter line and shall be no higher than 4 feet 6 inches above the floor. All horizontal joints are to be butt glazed glass to allow for maximum visibility.

(ii) Cup and napkin dispensers and condiment containers are to be recessed into the Cart / Kiosk top as an integral part of the design. All accessories shall be provided at the Concessionaire's expense.

c) Menu Boards (Food Carts and Kiosks)

(i) Menu boards are required for Food Carts & Kiosks and are critically important to provide efficient service to customers. Menu boards are to be designed as an integral element of the overall signage and character of the Food Cart & Kiosk. Menu boards shall be professionally prepared with changeable price and menu graphics. Hand lettered signs are not permitted. Menu boards shall be of similar style and colors as the other elements of the Cart and Kiosk, especially the primary sign and any graphic elements. A

non-glare material is to be used. Internally illuminated menu boards are not permitted.

(ii) The menu boards shall be of high quality, durable materials with finished and/or framed edges. It is to be attached in a professional manner to either the Food Cart / Kiosk, the equipment, or other elements of the Food Cart / Kiosk.

d) Merchandise Display (Retail Carts and Kiosks)

(i) Cart and Kiosk Concessionaires primarily involved with retail merchandise shall pay special attention to merchandise display. Merchandise shall be professionally displayed to be creative and distinctive, but may not be hung from the exterior of the Retail Cart and Kiosk. Merchandise display shall be considered an integral element in the overall design and must be approved through the Design Review Process.

e) Clutter Free Appearance

(i) The area available for the Cart and Kiosk is limited; therefore, special attention must be given to the organization of each element including merchandise display, menu board, equipment, trash receptacles, and accessories. All of these elements shall be designed as an integral part of the Cart and Kiosk.

(ii) Cart and Kiosk design and layout shall accommodate sufficient space for supplies and deliveries. Supplies shall not be visible to the public for any extended period of time (ie. when under service or receiving deliveries).

f) Equipment

(i) The Concessionaire shall provide all equipment at the Concessionaire's expense.

(ii) The equipment and its placement are important visual elements of the overall design and appearance of the Cart and Kiosk. Careful attention is to be given to each piece of equipment and how it is viewed by the public. All equipment is subject to the Design Review Process. Product names, logos, or advertisements shall not be visible to the public.

11.0 – AIRLINES

11.1 Signage

A. The Tenant's Contractor shall follow the requirements set forth in the State of Hawaii "Signage & Graphics Design Manual", Dept. of Transportation – Airports Division.

11.2 Display Material: The placement of display material shall be limited to the following in relation to airline leased areas:

A. Ticket counter and luggage check-in

a) One over-counter position identification at each position as approved by the DOTA.
b) Not more than one schedule rack. As approved by the State, for each position and only material from the airline relating to scheduling shall appear in the schedule rack. Credit card signs or material shall not be permitted except credit cards of the airline.
c) Direct line telephone for service shall be permitted on counter and must be removed when counter is manned. Call button, where required, shall be flush with counter top.
d) Except for the position identification signs, nothing shall be allowed to be suspended in any manner over, in back of, or in front of the ticket counter.
e) Company insignia on wall behind ticket counter shall be submitted to the Airports Administrator for approval prior to installation. Glossy sign face material is not permitted.
f) The wall behind the ticket counter shall not be altered in any way to break the architectural conformity to all other counter backwall areas. Application of color, in the form of paint or wallcovering of any material, or any form of decoration, or the affixing of any signing, equipment or lighting, shall be prohibited.
g) No adding machines, typewriters, radios, tape decks shall be permitted, except those required to conduct company business. Special operating equipment may be installed as approved by the State.
h) Airline signs, flight numbers, destination signs and other related signs originally installed by the State in ticket lobby area shall be maintained and revised by the State. Airline requests for sign changes shall be maintained and revised by the State. Airline requests for sign changes shall be sent to the State at least 30 days prior to the effective date of change.

11.0 – AIRLINES (Continued)

i) Luggage counter and conveyor housing tops shall be kept clear; no signs or equipment of any type shall be used.
j) Posters required by the federal government or IATA agreements shall be approved by the ADM before installation.

B. Holding Areas at Gates

a) Check-in desk tops shall be kept free of unnecessary material.
b) Airline identification sign shall be furnished by the State.
c) Ropes, tapes, relocated furniture and other barricades to channelize passenger movement is prohibited. (See 3.11 – Queing Devices)
d) Airline computer terminals shall be installed in the check-in counter. Free-standing consoles are prohibited.

C. Entrance or Corridor Doors to Airline Leasehold Area

a) Decals or special identification signs shall not be placed on office corridor doors exposed to public or common use areas within the terminal building without approval of the State.
b) Approved company door signing shall conform with State Division "Signage and Graphic Design Manual".
c) Doors secured with padlock and hasp shall not be permitted.
d) Airline Club Entrance Identification shall have only signing approved by the State and shall not exceed two square feet in total area.

D. General

a) Signs, extra tables, chairs, counters and equipment of any type visible to the public shall not be used without the approval of the DOTA.
b) Furniture in public areas and holding rooms shall not be moved to be used as barriers or crowd control purposes. The furniture is not to be moved for any reason unless authorized by the State. Barricades, ropes, stanchions and other passenger control and channeling devices will be furnished by the State, except where specifically approved by the State.
c) Airline wheelchairs shall be returned to authorized storage areas after the flight has departed.
d) No signs, decals, stickers, posters, etc., shall be permitted.

12.0 - TEMPORARY DISPLAY – HOLIDAY DECORATIONS

12.1 – Graphics & Signage Reference

12.1.1 The Tenants Contractor shall reference the State of Hawaii "Signage & Graphics Design Manual", Dept. of Transportation – Airports, for signage requirements.

12.2 - Holiday Decorations (Public Areas)

12.2.1 Tenants may display Christmas/Holiday Decorations in public areas as described below:

A. All holiday decoration must be within Tenant leased areas.

B. No decorations may be attached from the ceiling.

C. Live Christmas trees are not allowed; artificial Christmas trees are allowed.

12.2.2 The following lists the current pre-approved U.S. holidays and event display time frames:

A. Halloween, month of October only

B. Thanksgiving, month of November only

C. Christmas/Hanukkah months of December and January only

12.3 - Holiday Decorations (Counter Locations)

12.3.1 No illuminated decoration (including lights) may be used anywhere in public counter areas.

12.3.2 For counter tenants with back walls, decorations may be attached anywhere on the back wall including doors.

12.3.3 Decorations may sit on the floor or furniture behind counters.

12.3.4 Plants or holiday related decorations may sit on the counters, one per counter section or one per eight feet of counter; no other decorations may be attached or sit on the counters.

13.0 – TEMPORARY STRUCTURES - TRAILERS

13.1 Trailer Specifications

A. General

(a) The Tenant Improvement Guidelines, Standard Specifications for Road, Bridge, and Public Works Construction, ACI-318 and UBC shall apply to the work specified in this section.

B. Trailer Description

(a) Provide a double width trailer, 24 feet wide. Roof pitch shall be 2:12. Trailer shall be constructed with a skirt made of 1" x 2" slats to conceal the undercarriage of the trailer.

C. Submittals

(a) Submit the following in accordance with Section on Submittals. (Refer to Manual 1:B – Design Approval)

(b) Descriptive Data: Submit for approval descriptive data on all materials to be provided under this section. Data shall be sufficient to indicate conformance to all specified requirements.

(c) Erection Instructions and Diagrams: Instructions and diagrams as necessary to erect the trailer and install all components shall be submitted for approval and shall contain, but not limited to, the following:

(i) Anchor bolt layouts and size
(ii) Structural connections
(iii) Accessory installation
(iv) All details and instructions necessary for the complete assembly
(v) Shop drawings as necessary to supplement the instructions and drawings if required for the proper erection and installation of the trailer and components.

(d) Certificates of Compliance: Submit certificates from the manufacturer attesting that all materials conform to all requirements of this specification and referenced documents.

(e) Color: Color shall be one of three approved color schemes as follows:

(i) Color Scheme I:
Body of the trailer: ICI #1052, Jade Frost, MP#50GY 53/033
Base board: ICI#1586, Art Deco, MP#10RB 14/049
Window & corner trims: ICI #1586, Art Deco, MP#10RB 14/049

(ii) Color Scheme II:
Body of the trailer: ICI #997, Aleutian Shores, MP#30GY 51/109
Base board: ICI#266, Residence Row, MP#60YR 18/183
Window & corner trims: ICI #266, Residence Row, MP#60YR 18/183

(iii) Color Scheme III:
Body of the trailer: ICI #1171, Spring Shower, MP#30GG 74/063
Base board: ICI#1265, Blue Portico, MP#10BG 17/121
Window & corner trims: ICI #1265, Blue Portico, MP#10BG 17/121

D. Delivery and Storage

(a) Storage of trailer(s) shall be within tenant's lease space and shall not encroach into any adjoining lots. No storage of materials in public areas shall be permitted.

E. Design Requirements: Design loads shall be as indicated and as specified herein. Wind Loads shall be as indicated and as specified below.

(a) Roof Dead and Live Loads: Loads shall be applied on the horizontal projection of the roof structure. The minimum roof design load shall be 25 psf.

(b) Wind Loads: The trailer shall be able to withstand wind load of 90 mph, with an appropriate exposure level. The trailer shall be blocked, and strapped down to resist associated uplifting forces.

13.0 – TEMPORARY STRUCTURES - TRAILERS (continued)

(c) Seismic Loads: As required for appropriate seismic zone.

(d) Sidings: The trailer shall have 5/8" T1-11 with groove sidings.

(e) Roof: Roof shall have a 2:12 pitch.

(f) Trailer Skirt: Trailer shall have a skirt constructed of 1" x 4" with a 1" spacing between slats.

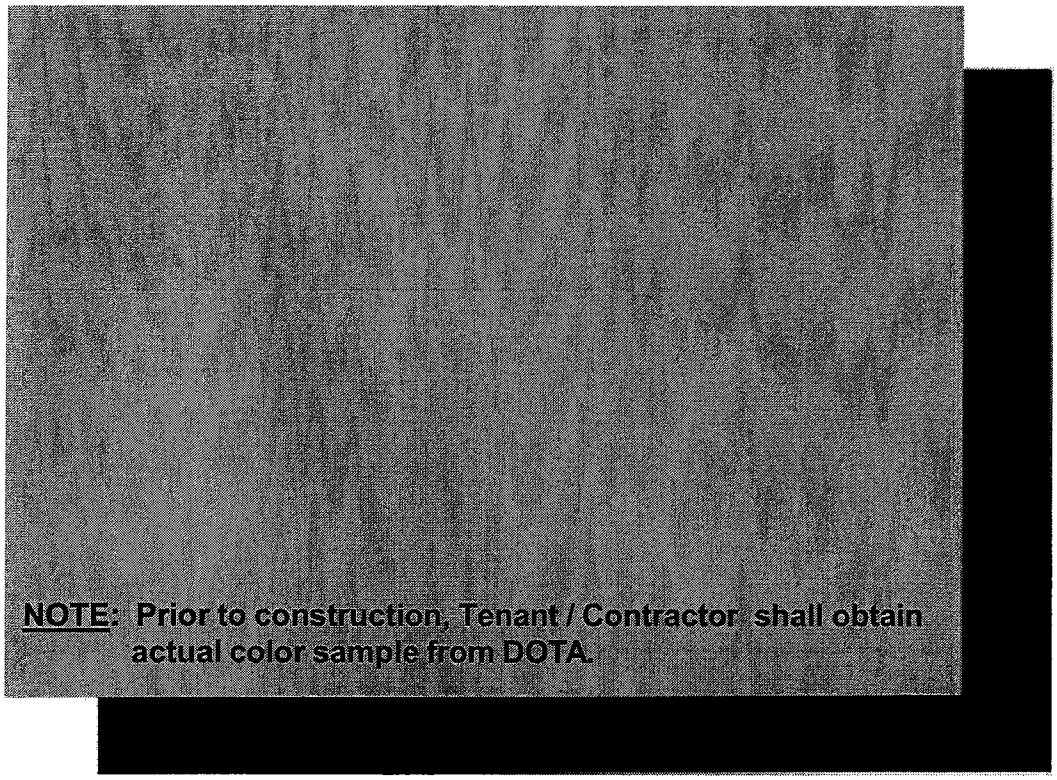
(g) Building Permits: Each tenant shall obtain a building permit from the local building department.

(h) ADA Requirements: Trailers shall meet all ADA requirements.

(i) Landscaping: Tenant shall landscape area surrounding the trailer as set forth in the Tenant Improvement Guidelines.

COLOR SCHEME 1

Body:
ICI #1052 * Jade Frost * MP #50GY 53/033



Base board / Window & Corner trims:
ICI #1586 * Art Deco * MP #10RB 14/049

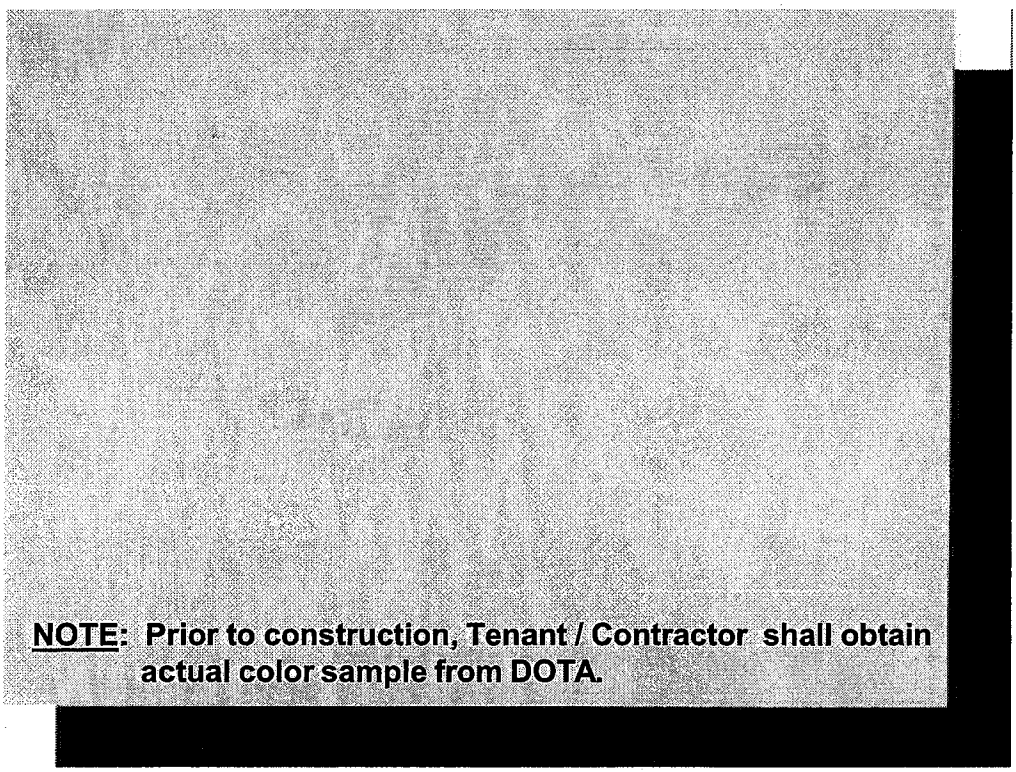
COLOR SCHEME 2

Body:
ICI #997 * Aleutian Shores * MP #30GY 51/109

Base board / Window & Corner trims:
ICI #266 * Residence Row * MP #60YR 18/183

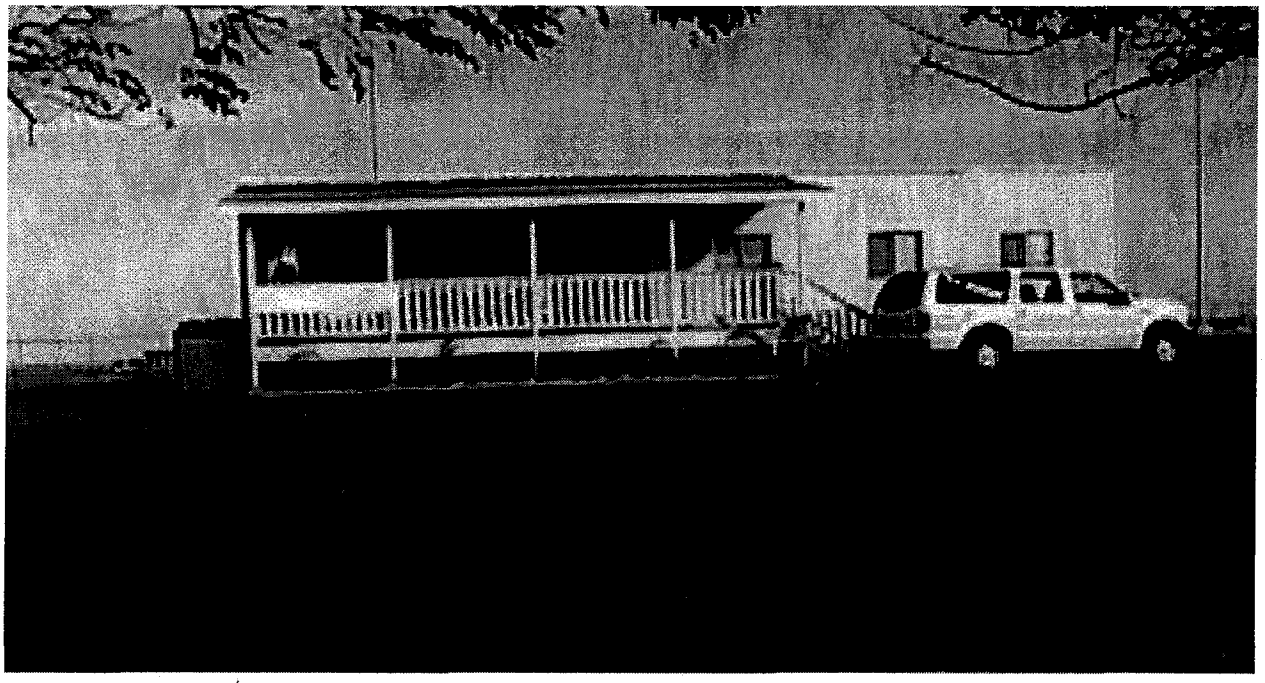
COLOR SCHEME 3

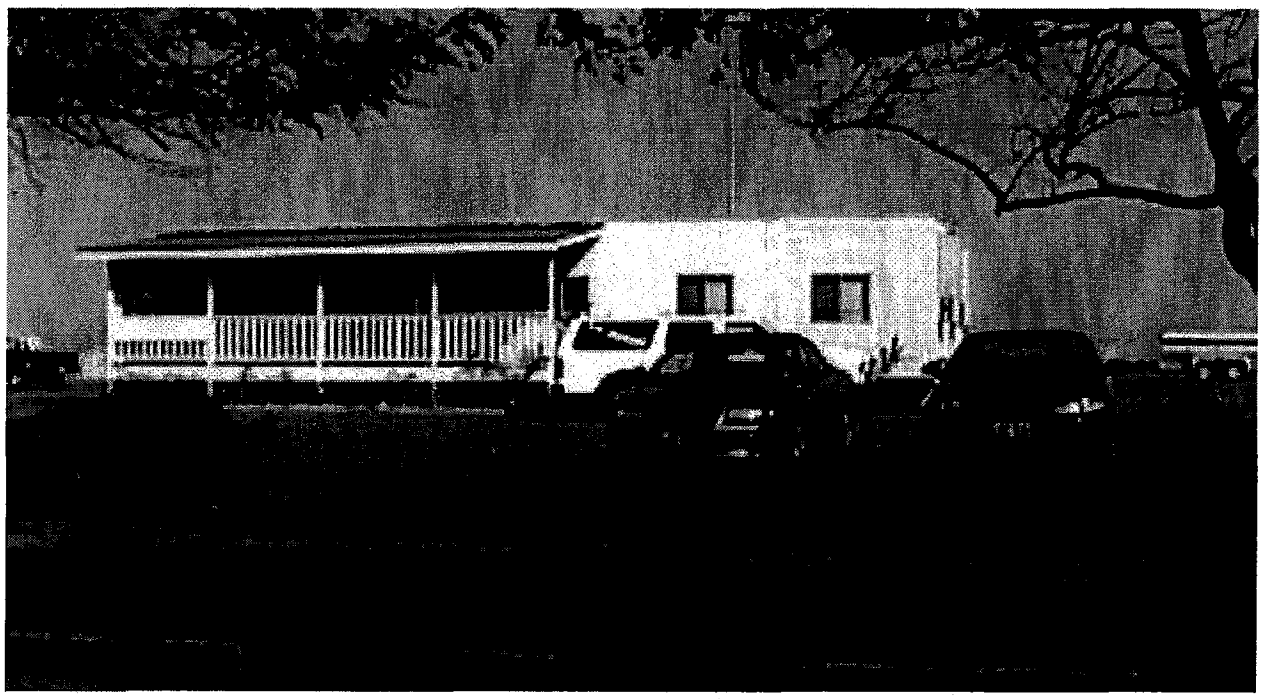
Body:
ICI #1171 * Spring Shower * MP #30GG 74/063



Base board / Window & Corner trims:
ICI #1265 * Blue Portico * MP #10BG 17/121

MOBILE OFFICE:





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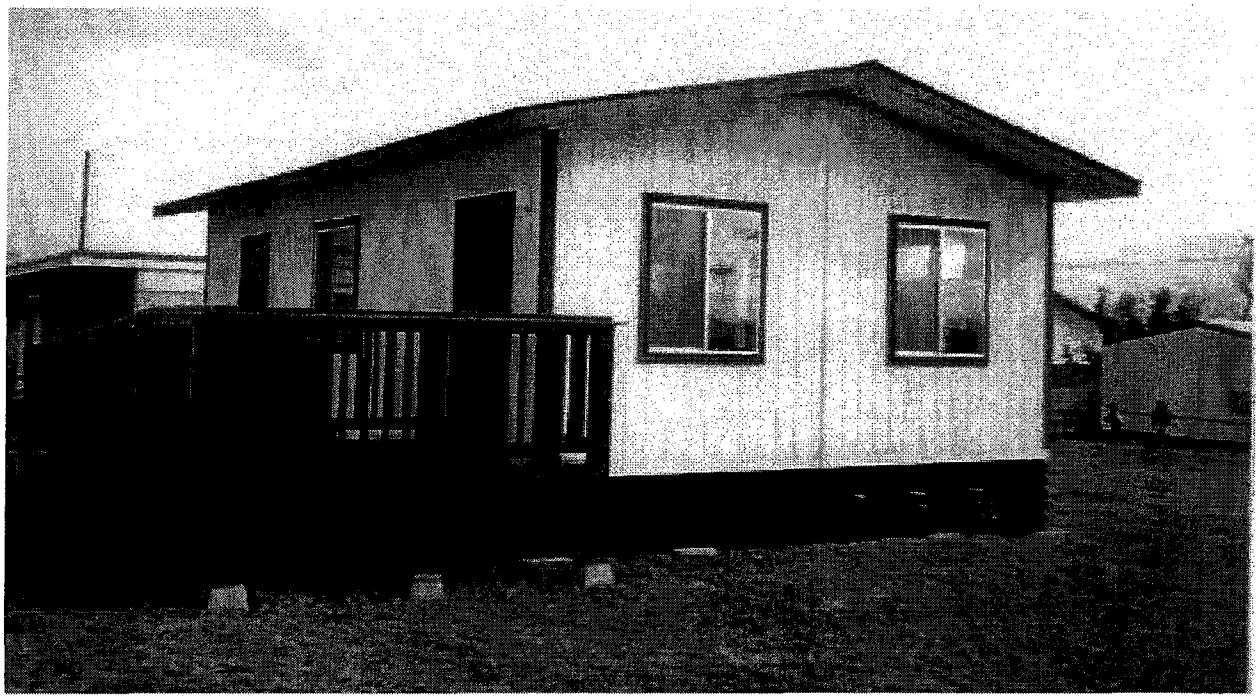

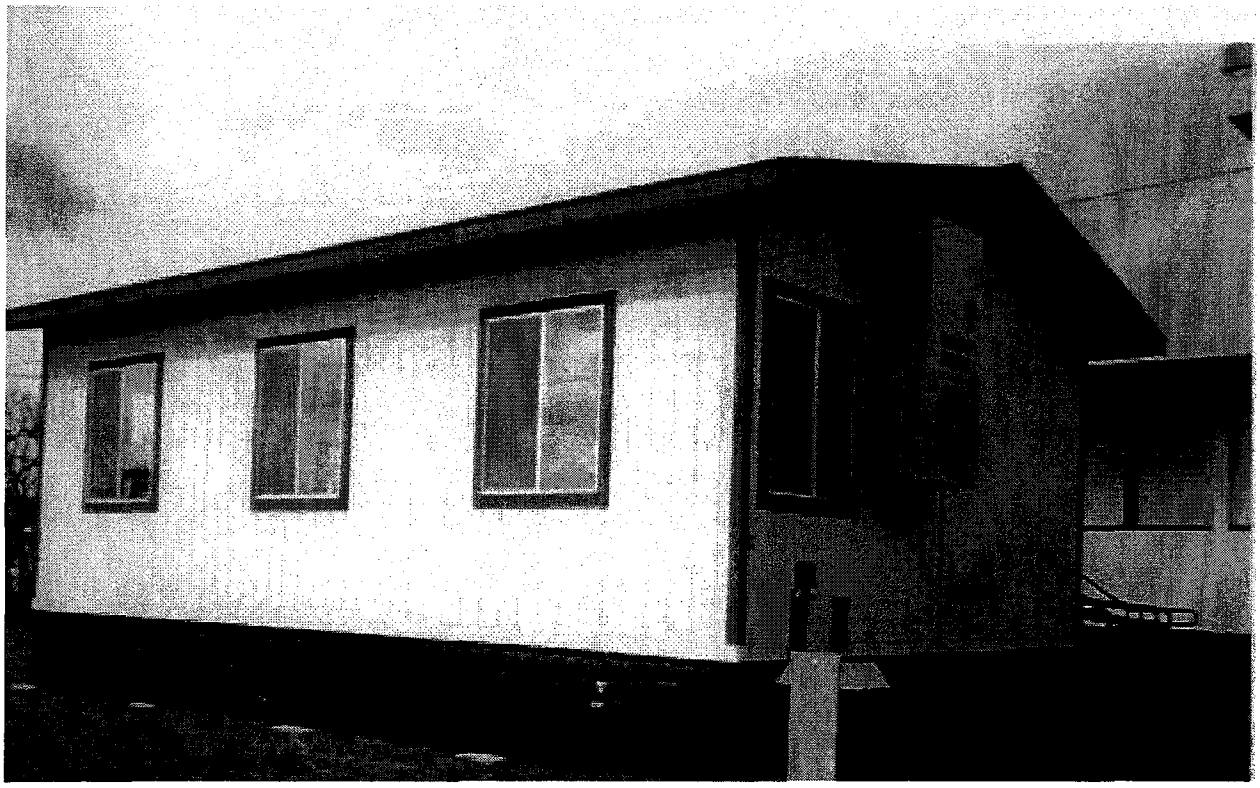

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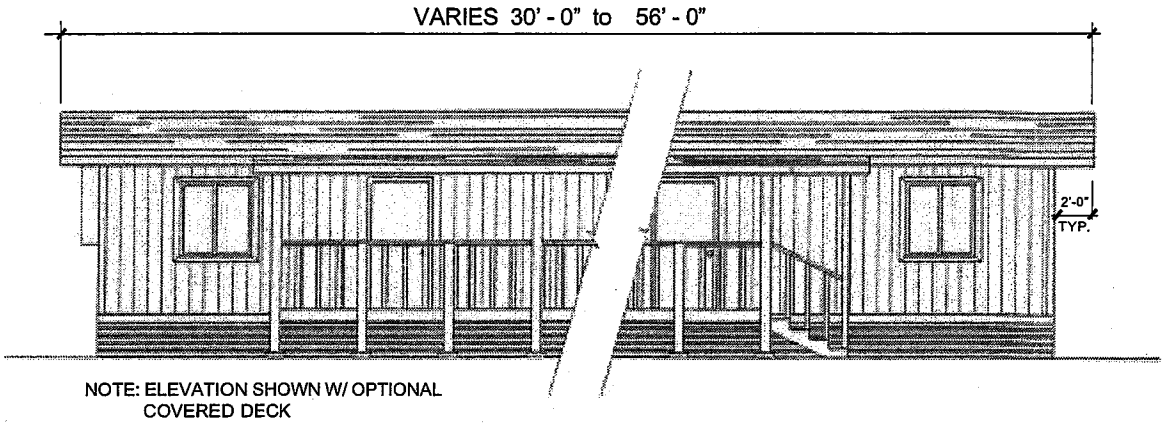
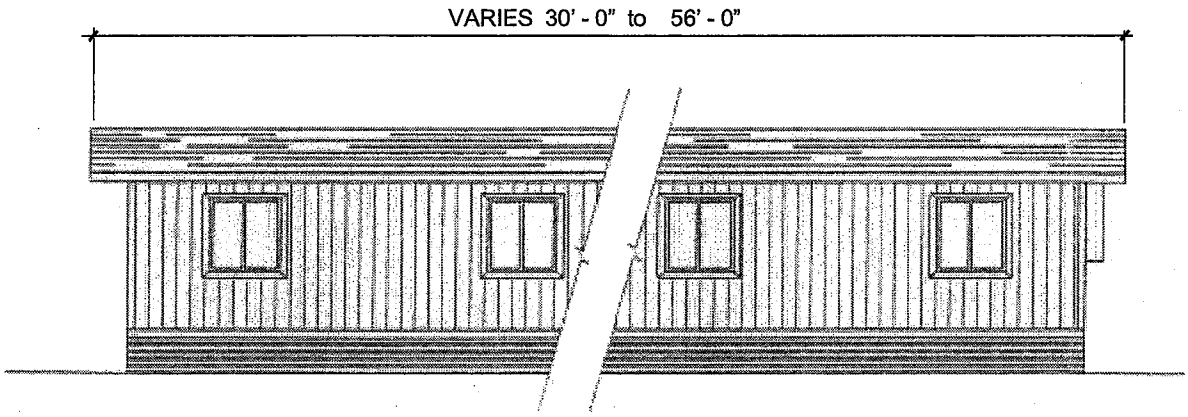


FRONT ELEVATION
(Not to Scale)



REAR ELEVATION
(Not to Scale)

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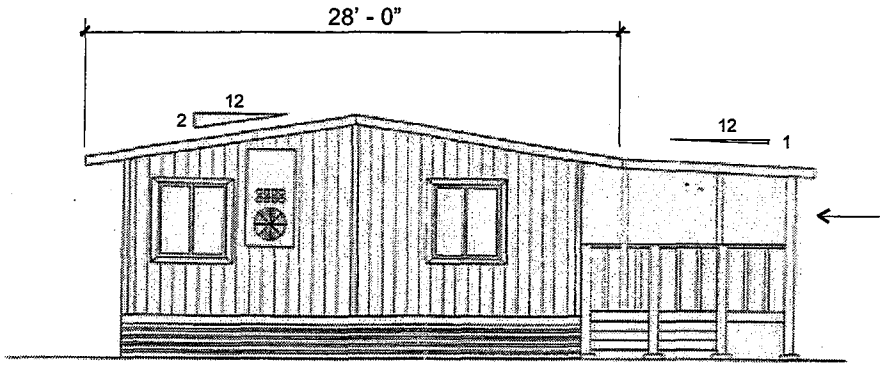
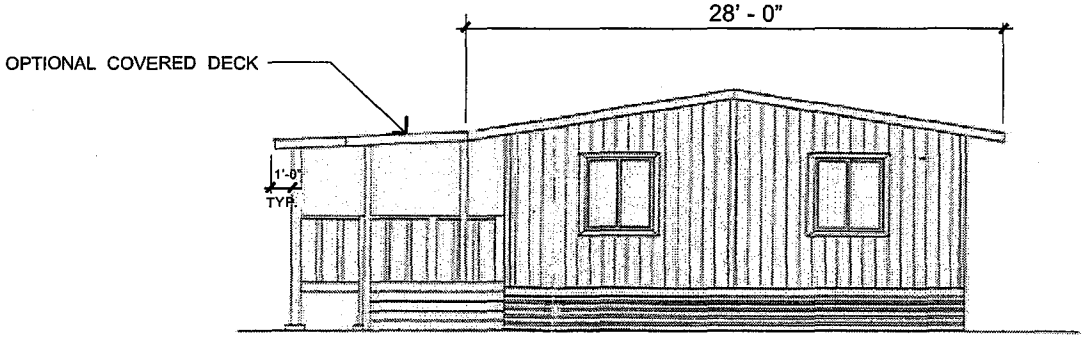


SIDE ELEVATION
(Not to Scale)



SIDE ELEVATION
(Not to Scale)

C. APPENDIX

SR #: _____ Premise ID#: _____

TEMPORARY WATER METER
(Approval Checklist)

1. Project Title/Owner: _____

2. Person requesting for temporary service: _____

   Business Ph# _____ Fax Ph# _____

3. Use: Specify: _____
   If for Dust Control/Irrigation
   Acres being graded/irrigation _____

4. How long will the temporary service be needed? _____

5. What is the water flow requirement? _____GPM

6. Are there any other temporary services for this project or in this general area?

   If yes, indicate location: _____

   _____

7. What other type of resources have been utilized for this project? (existing water meters, ponds, ditch water, etc.)

   _____

   _____

8. How are the resources and temporary meters being utilized? (filing frequency, usage)

   _____

   _____

Airports Division use only

Date: _____

Airports Inspector _____ Called/Dated _____

Notes _____

_____

_____

Airports Project No. _____

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
NOTICE FOR SERVICE HOLDERS OF

TEMPORARY WATER METERS

In consideration of DOT - Airports Division granting this special type service connection, the applicant hereby agrees to accept responsibility for the water quality and appurtenances.

NOTE: WATER CONTAMINATION WILL BE CHARGED TO APPLICANT

This is to advise you that the temporary meter will be removed as follows:

_____ 90 days for fire hydrant meters from _____

_____120 days for underground meters from _____

However, if you wish to continue the temporary water service, you may request for a 90-day extension. Each request submitted in writing no earlier than two (2) weeks prior to the termination (meter removal) date. ***If the request for extension is not received by _____, the service shall be automatically terminated and the meter will be removed.*** (Please follow sample letter format on reverse side).

Also, only the Airports Division is authorized to remove the temporary fire hydrant and underground meters. Should the temporary fire hydrant or underground meter be removed by the service holder from the authorized location, the water services shall be automatically terminated and the meter confiscated.

Once the meter is removed, a new application must be made. If approval is granted to reinstate the temporary water, the applicant will be levied the prevailing water usage charge. Application and payment must be made at 400 Rodgers Boulevard, Suite 700, Honolulu, HI 96819 and will be accepted from Monday thru Friday during the hours of 7:45 A.M. to 4:00 P.M., except holidays.

If you have any questions regarding this notice, please call 838-8847.

I, as the authorized representative/agent of the company named below, understand and agree to comply with all the conditions of this notice.

_____
Phone Number

_____
Company Name

_____
Fax Number

_____
Print Name
(Authorized Representative/Agent)

_____
Title

_____
Signature
(Authorized Representative/Agent)

APPLICATION FOR TEMPORARY WATER SERVICE
(Revised 7/15/98)

TEMPORARY WATER SERVICE, may be provided for the following:

a. construction interim, i.e., dust control, job site office, etc.
b. under special conditions

IF ALLOWED, the type of Temporary Service may be provided in the following order:

1. The use of **an existing service**, if adequate for the requested flow demand.

2. The use of a **cleanout** at the end of a main, if available. The contractor to coordinate with AIR-EM Section for the installation of a lateral.

3. The use of a **fire hydrant**, if available.

   Note: --The use of a fire hydrant for filling of domestic water trucks shall not be approved.
   --The Department will allow ONLY ONE temporary water service for a single project, unless the project can justify the need for more.
   --If the hydrant is new and part of an on-going infrastructure installation, then written clearance to use the hydrant from the Project Manager assigned to that project is required.

4. In the event that an existing unused service lateral or fire hydrant is unavailable, **a temporary "in-ground" service**, may be allowed.

When applying for temporary service, please fill out the attached application forms. The following requested information is required to complete the forms.

a. name of Project/Owner
b. name of Party responsible for the water bill
c. billing address
d. a person authorized to sign up for the water service/RWS form
e. phone number and fax number
f. location where the temporary service is to be established
g. if applying for service from an O/F service, we will need a sketch plotting the location of the empty meter box(es)
h. if applying for a new "in-ground" service, provide a sketch with landmarks and dimensions for meter location
I. flow requirements
j. if applying for a hydrant connection:

   1. *Provide the hydrant number which is located on the side of the hydrant facing the roadway, (example: M-1234, L-2345, C-6578, and W-4523)*
   2. *If the hydrant is new, a number may not be indicated. Provide a map that will clearly show the location of the requested new hydrant, especially if the area is undeveloped. Prior to the use of the new hydrant, an approval from the Project Manager assigned to the project will be required.*
   3. *Please be able to provide alternate choices in the event we are not able to approve your first choice.*

You will be required to coordinate the requirements for a backflow device with the Airports Division, Engineering Maintenance Section.

Please allow 5-10 working days for the approval of hydrant meters and meters to be installed in existing meter boxes. Also, allow 2-4 weeks for new in-ground water service installations.

Temporary water service shall be permitted for an initial period not longer than 90 days for fire hydrant services and 120 days for in-ground services, unless an extension is requested in writing and approved by the Airports Division, Maintenance Engineering Section. We suggest that the written request for extension be submitted two weeks prior to the expiration date of the service. This request can be mailed, faxed (838-8751), or hand carried. Please follow the attached "Sample Renewal Letter" for extension requests.

The party that applied for the temporary service will be responsible to confirm that AIR-EM has received the extension letter or a fax of the letter. If AIR-EM does not receive the extension letter, the temporary water service will be terminated.

To: State of Hawaii
Department of Transportation
Airports Division
Facilities Maintenance, AIR-EM
400 Rodgers Blvd., Suite 700
Honolulu, HI 96819

Date:

From: Contractor's Name
Contractor's Address

Subject: Request for "90 DAYS" Extension of Temporary Water Service

I would like to Request for an extension of the temporary water service to (Project Area) until (90 days from the date of this letter), for the following Premise ID# or Service Request Number which is shown on the billing statement.

Premise ID#:
Service Request #: _____

_____
Agent/Owner's Name and Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 Rodgers Blvd., Suite 700
Honolulu, HI 96819
Telephone: 838-8847

REQUEST FOR NEW WATER SERVICE

PROJECT TITLE_____

PROJECT NO._____ METER NO._____

PREMISE ADDRESS_____

We would like to install new water service and meter at above location and send all future bills for payment to:

CUSTOMER_____
First Name Middle Initial Last Name

MAILING ADDRESS_____

_____ ZIP CODE_____

The undersigned hereby applies to the Department of Transportation, Airports Division, for water service and meter at the above location: and, in consideration of the installation of such service and meter, agrees to pay all charges incurred upon such location for such water service and to abide by all rules, regulations and provisions prescribed by said Department, relating to water service and/or rates.

The Department of Transportation, Airports Division requires 7 calendar days written notification for any tie-in, testing or modification to the Airports utility systems. This requirement is necessary to review the request and make arrangements for maintenance or contract personnel to be present during the actual work. Plans for the work must be approved prior to making the request.

_____
Print Name

_____
Customer's Signature

_____
Customer's Employer

Bus:_____ Res:_____
Customer's Phone Nos.

_____
Effective Date

CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION AGREEMENT FOR WATER METERS AND TEMPORARY FIRE HYDRANT CONNECTIONS

PROJECT TITLE/OWNER _____

HYDRANT/METER ADDRESS _____

CONTRACTOR _____ PHONE _____

1. TYPE: _____ Temporary Meter/_____ Permanent Meter/_____ Fire Hydrant

2. USE: Specify: _____

3. Will you be adding chemicals, fertilizers, "hydromulch", or any other agents to the water you use:

   _____Yes _____No Other, specify_____

4. Backflow Prevention Device (B.P.D.) required: _____Yes _____No

   _____ Reduced Pressure Principle B.P.D.
   _____ Double Check Valve B.P.D.
   _____ 6-Inch Air Gap

5. CONDITIONS:

   a. The owner/contractor shall install, at his expense, a DOT-Airports Division approved Backflow Prevention Device, of the type specified above, after the water meter, according to DOT-Airports Division Rules and Regulations.

   b. Failure to install the required backflow prevention device of the use or activity that may pose a potential backflow problem may result in immediate removal of the water meter without prior notification. The owner shall be required to pay for water meter reinstallation.

AGREED: APPROVED:

_____ _____
Applicant's Signature Date Long Range Plan/Environ. Date

_____ CONCUR:
Print Name

_____ _____
Title Customer Service Division Date

(DOT-AIR use only)

SIZE: _____ HEIGHT: _____ SKETCH

MAKE:_____ MODEL: _____

SERIAL NUMBER: _____

METER NUMBER: _____

METER READING: _____

USDA Restricted Plants not permitted into the Mainland: (as of 5/1/2000)

- Berries of any kind including coffee berries
- Cactus plants or parts
- Cotton and cotton bolls
- Fresh flowers of gardenia, jade vine, mauna loa, sea grapes and other members of the bean family
- Fresh pulpy fruits (except pineapple)
- Seeds with fruit clinging and fresh seed pods
- Sugarcane
- Swamp cabbage (ungchoi)
- Sweet potato (raw)
- Noni

If you have any questions, please call 861-8490 / 2 (Oahu)

A HOST LIST OF FRUITFLY IN HAWAII:

1. Achras sapota L. – (Circle Tree, Chico, Sapodilla)
2. Actinidia chinensis (Kiwi, Chinese gooseberry)
3. Anacardium. occidentale L. (Cashew nut)
4. Annona muricata L. (Soursop)
5. Annona reticulata L. (Custard apple)
6. Annona squamosa L. (Sugar apple)
7. Artabotrys odoratissimus R. Br. (Climbing Ylang Ylang)
8. Artocarpus incisus (Thunb.) (Breadfruit)
9. Artocarpus heterophyllus Lam. (Jack fruit)
10. Averrhoa carambola L. (Carambola)
11. Bumelia lanyginosa Pers. (Chittim wood)
12. Bunchosia armeniaca (Cav.) (Bunchosia, Ciruelo)
13. Calocarpum. Sapota (Jacq) (Mamey sapote, Marmalade fruit)
14. Calophyllum inophyllum. L. (Alexandrian Laurel, Kamani)
15. Cananga odorata (Lam.) (Ylang-Ylang)
16. Capsicum frutescens var. abbreviatum L. (Nioi lei, Red pepper)
17. Capsicum frutescens var. grossum. L. (Bell pepper, Sweet pepper)
18. Carica papaya L. (Papaya, Pawpaw)
19. Carissa macrocarpa (grandiflora) A. Dc. (Natal Plum)
20. Casimiroa edulis Llave and Lex. (White Sapote)
21. Cestrum diurnum L. (Day Cestrum)
22. Chrysobalanus icaco L. (Coco Plum)
23. Chrysophyllum. cainito L. (Caimito, Star Apple)
24. Chrysophyllum oliviforme L. (Coimitillo, Satin Leaf)
25. Citrullus vulgaris schrod. (Watermelon)
26. Citrus aurantifolia (Christmann) (Lime)
27. Citrus aurantium L. (Sour Orange)
28. Citrus limon Osbeck (Lemon)
29. Citrus maxima (Burm) (Pummelo, Shaddock)
30. Citrus mitis Blco. (Calamondin)
31. Citrus nobilis var. deliciosa (Ten) (Ked Glove orange, Tangerine)
32. Citrus paradisi Nacf. (Grapefruit, Pomelo)
33. Citrus sinensis (L) (Common Orange, Kona Orange, Sweet Orange)
34. Coccinea grandis (Ivy Gourd)
35. Coccolobis uvifera, (L) (Sea Grape)
36. Coffea arabica L. (Arabian Coffee)

37. Coffea liberica Bull. (Liberian Coffee)
38. Cordia sebestena L. (Foreign Kou, Kou Haole, Geiger Tree)
39. Cordyline terminalis (L) (Ti)
40. Diospyros discolor Willd. (Mabolo, Velvet Apple)
41. Diospyros ferrea (Lama, Native Persimmon)
42. Diospyros khaki L. (Kaki, Oriental Persimmon)
43. Dovyalis hebecarpa (Gardn.) (Ceylon Gooseberry, Katambilla)
44. Durio sp. (Durian)
45. Eriobotrya Japonica (Thunb.) (Loquat)
46. Eugenia cumini (L.) (Jambolan Plum, Java Plum)
47. Eugenia dombeyi (Spreng) (Brazilian Plum)
48. Eugenia jambos L. (Rose Apple)
49. Eugenia uniflora L. (Surinam Cherry)
50. Euphoria longan (Lour.) (Dragon's Eye, Longan)
51. Feijoa Sewllowiana Berg. (Guvasteen)
52. Ficus carica L. (Common Fig)
53. Ficus lyrata Warb. (Fiddle Leaf Fig)
54. Ficus macrophylla Desf., (Moreton Bay Fig)
55. Ficus retusa L. (Chinese Banyan Fig, Malayan Fig)
56. Ficus rubiginosa Desf. (Port Jackson Fig)
57. Flaucourtia indica (Burm.f.) Merr. (Governor's Plum, Rukam, Romotehi)
58. Fortunella japonica (Thunb.) (Chinese Orange, Kumquat)
59. Fragaria chiloensis (L.) (Strawberry)
60. Garcinia mangostana L. (Mangosteen)
61. Garcinia xanthochymus Hock. (Gourka)
62. Gossypium barbadense L. (Cotton Plant, Sea Island Cotton)
63. Hydnocarpus kurzii (King) (Chaulmoogra)
64. Inga laurina (Sw) (Guama)
65. Inocarpus edulis Forst. (Tahitian Chestnut)
66. Juglans hindeii (California Walnut)
67. Juglans ragia L. (English Walnut)
68. Lansium domesticum (langsat, Lansones)
69. Latania loddigesii Mart. (Blue Lantan Palm)
70. Litchi chinensis Sonn. (Litchi)
71. Lucuma nervosa A. Dc. (Canistel, Egg Fruit)
72. Lycopersicon esculentum Mill. (Tomato)
73. Macadamia ternifolia F. – (Macadamia Nut, Queensland Nut)

74. Malus sylvestris (Apple)
75. Mammea americana L. (Mammee Apple)
76. Mangifera indica L. (Mango)
77. Manilkara hexandra (Roxb) (Cow Tree)
78. Melia azedarach L. (Bead Tree, Chinaberry Tree, Pride of India)
79. Mimusops elengi L. (Elengi, Pogada)
80. Momordica balsamine L. (Balsam Apple)
81. Momordica charantia L. (Balsam Pear, Bittermelon)
82. Morus nigra L. (Black Mulberry)
83. Murraya exotica L. (Jessamine Orange, Mock Orange)
84. Musa nana Lour. (Chinese Banana)
85. Musa paradisiaca var. sapientum (L) (Common Banana)
86. Nephelium lappaceum (Rambutan)
87. Noronhia emarginata (Lam.) (Madagascar Olive)
88. Ochrosia elliptica Labill. (Ochrosia)
89. Olea europaea L. (Olive)
90. Opuntia megacantha Salm-Dyck (Prickly Pear)
91. Pandanus odoritissimus L.f. (Pandanus, Screw Pine) – Allowed to be grown in Hawaiian Garden provided that fruit be removed.
92. Passiflora edulis Sims (Lilikoi, Purple Granadilla)
93. Passiflora edulis f. flavicarpa Degener (Yellow Lilikoi, Lilikoi-melemele)
94. Passiflora foetida L. (Love-in-a-mist, Pohapoha)
95. Passiflora laurifolia L. (Bell Apple, Yellow Granadilla)
96. Passiflora mollissima (HBK)
97. Passiflora subpeltata Ortega (White Passion Flower)
98. Persea Americana Mill. (Avocado, Alligator Pear)
99. Phoenix dactylifora L. (Date Palm)
100. Pimenta acris Kostel. (Bay Rum Tree)
101. Pimenta officinalis Lindl. (All spice)
102. Pithecellobium dulce (Roxb.) Benth. (Opiuma, Manila Tamarind)
103. Polyalthia longifolia Benth. (Custard Apple)
104. Prunus cerasifera Ehrh. x salicina Lindl. (Methley Plum)
105. Prunus persica (L) (Peach)
106. Psidium cattleianum Sabine (Purple Strawberry Guava)
107. Psidium cattleianum f. lucidum Degener (Yellow Strawberry Guava)
108. Psidium guajava L. (Common Guava)
109. Punica granatum&M L. (Pomegranate)
110. Pyrus malus L. (Apple)

111. Pyrus serotina var. culta Rehd. (Sand Pear)
112. Santalum album L. (Sandalwood)
113. Santalum paniculatum
114. Scaevola sericea Vahl. (Beach Naupaka)
115. Solanum aculeatissimum Jack. (Kikania Lei)
116. Solanum muricatum Alt. (Pepino)
117. Solanum pseudocapsicum L. (Jerusalem Cherry)
118. Spondias sulcis Forst. (Otaheite Apple, Wi Tree)
119. Spondias mombin L. (Hog Plum)
120. Syzigium malaccensis L. (Mountain Apple, Malay Apple)
121. Terminalia belerica Roxb. (Myrobalam Nut)
122. Terminalia catappa L. (False Kamani)
123. Terminalia melanocarpa Muell. (Myrobalam Nut)
124. Theobroma Cacao (Cocoa)
125. Thevetia Peruviana (Pers.) (Be Still, Yellow Oleander)
126. Triphasia trifolia (Burm.) (Limeberry)
127. Vaccinium reticulatum Smith (Ohelo Berry)
128. Vitis vinifera (Grape)
129. Wikstroemia phillyraefolia Gray
130. Wikstromia uva-ursi Gray
131. Yucca sp. (alnifolia?)
132. Zizyphus mauritiana Lam. (Indian Jujube)

Note: The above list was compiled by Mr. Bob Kunishi, USDA Entomologist (March 1998)

05/06/02

Notice to Tenants

FCC ANTENNA TESTING MANDATE

The Telecommunications Act of 1996 mandated that the Federal Communications Commission (FCC) implement regulations to protect the public and workers from potentially hazardous exposure to non-ionizing radiation. In response to this mandate, in August 1996, the FCC adopted new guidelines for evaluating the environmental effects of Radio Frequency (RF) energy from transmitters on wireless communications sites. It required all facilities regulated by the FCC to be in compliance by September 1, 2000.

The FCC public notice (DA00-1950) on August 24, 2000, reminded that by September 1, 2000, all existing transmitting facilities must be in compliance with its RF exposure guidelines or must file an Environmental Assessment (EA). After September 1, 2000, if not in compliance and if the EA had not been filed, the FCC will consider this a violation of its rules resulting in possible fines.

The rules include separate limitations for the general public, and for any worker whose occupation requires presence in environments where there are RF fields (e.g., radio technicians, rooftop air conditioner repairmen, roofers, etc.). These rules are enforceable by the FCC and by inspectors from OSHA (U.S. Department of Labor's Occupational Safety and Health Administration), and any concerned private citizen can file a complaint to trigger an RF-safety inspection.

To insure that all airport facilities are in compliance with the FCC and OSHA regulations, the Airports Division has embarked on a program to test, or have tested, all airport transmitter and antenna sites for RF emissions compliance. This is being done to ensure a safe working environment for all employees and workers and to protect the airport, equipment owners, and tenants from potential FCC and OSHA fines, or litigation.

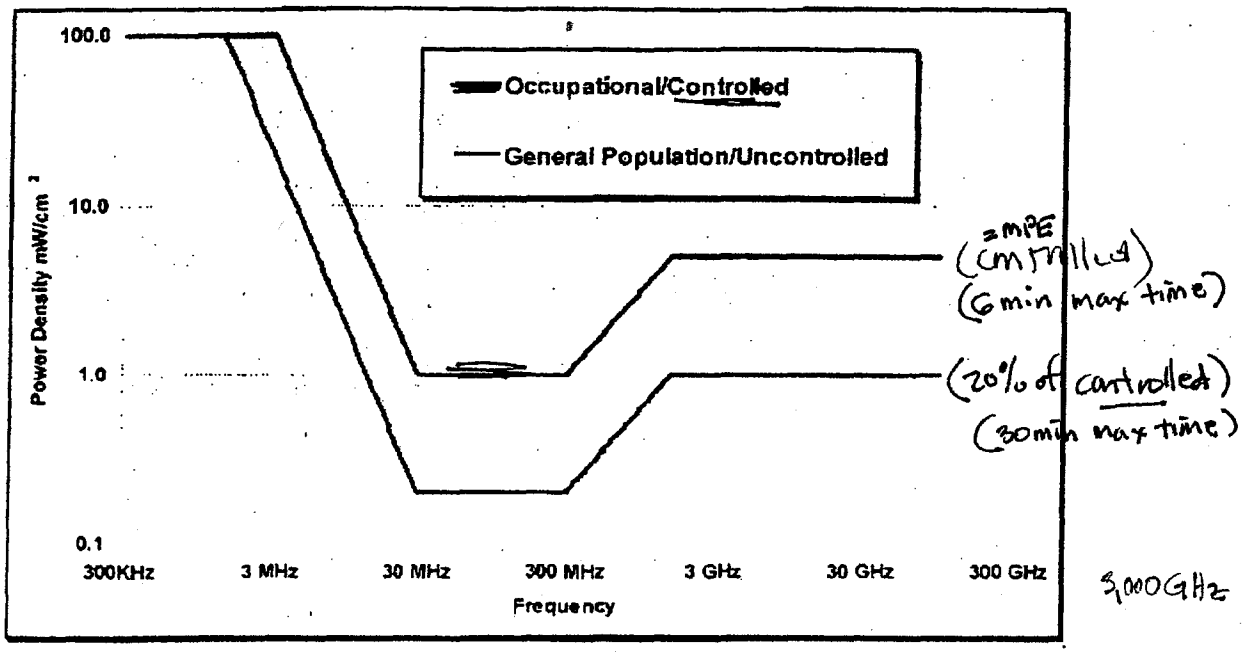
Costs of the testing for a particular site in public or common areas are planned to be prorated among the owners of the transmitters and antennas at the site, on a site by site basis. If a site is found to exceed RF emissions standards, possible remedial actions will be discussed with the site transmitter and antenna owners, and individual remediation tasks will be assigned (or common remediation costs prorated).

Owners with exclusive ground leases or permits containing transmitters and antennas may conduct the required testing and EA filing on their own, provided the State is given a copy of valid test results from their testing.

Testing is expected to begin by June 1, 2002. If your company operates any wireless radio transmitters or antennas, please provide the building locations of the transmitters or antennas to your respective Airport District Manager by June 1, 2002.

If you have any questions please call Roy Sakata, Acting Airports Administrator, at 838-8600.

Figure 1. FCC ADOPTED MAXIMUM PERMISSIBLE EXPOSURE LIMITS



AM Radio

Shortwave Radio

VHF
TV
FM Radio

UHF
Radar
C-band
X-band
K-band

Microwave Radar

Microwaves

Infra Red

Airports Division
Department of Transportation
State of Hawaii

Procedure No. 7.7 ENVIRONMENTAL PRESERVATION GUIDELINES

Approved by Owen Miyamoto **Effective Date: 05/01/1990**

7.7.01 PURPOSE

The purpose of this procedure is to establish guidelines for the maintenance of spaces visible to the public at State airports.

7.7.02 POLICY

It is the policy of the Airports Division to maintain at all times an attractive decor in harmony with the architecture of the terminal building and other structures of the airport. The standards established by this procedure shall govern significant details such as: style, content, copy, location and color of signs, logos, advertising, posters, promotions, brochure distribution, commodity or service displays, decorations, and vending equipment.

7.7.03 APPLICABILITY

This procedure applies to Airports District Managers and airport tenants.

7.7.04 PROCEDURES

A. Approval

Prior to construction, installation or display by airport tenants, requests for approval by the State shall be submitted in writing to:

Airports Administrator
Airports Division
Department of Transportation
Honolulu International Airport
Honolulu, Hawaii 96819

B. General

1. These guidelines shall apply to all public spaces of the airport terminal buildings and also to leased areas which have been designed and finished by the State for airlines, concessionaires and other tenants where leased areas are visible to the public.

2. These guidelines shall not apply to interiors of office and storage spaces or concessionaire shops designed and finished by the tenant in accordance with plans previously approved by the State

3. Requests for permission to erect or modify any structure, display, or stand; to install or to paint any sign, poster, logo, decal, point of purchase piece, or banner; to place equipment; or to place and/or distribute any promotional material in spaces visible to the public at the airport shall be made in writing to the State. Detailed drawings, specifications, and samples of materials and colors of any proposal shall be submitted and shall be approved in writing by the State before the start of fabrication.

4. The tenant requesting permission to make changes shall be notified of approval or disapproval in writing, although such approval or disapproval may initially be given verbally. Review by the State shall be made promptly and replies made within two weeks of receipt

5. A tenant found to be in violation of these guidelines shall be notified of the violation in writing

ATTACHMENT 3

although such notice may initially be given verbally. Any installed non-conforming or unapproved sign, display, structure, etc., shall be brought into conformance or removed at the sole expense of the tenant. Temporary signs, hand-lettered, written or printed on paper, cardboard, or similar materials shall be prohibited except in an emergency. The use of visible masking or adhesive tapes for the attachment of signs shall also be prohibited.

6. Seasonal decorations shall be planned, installed and paid for by the State.

7. Lettering style for all airline, concession and terminal directional and information signs shall be helvetica medium.

8. Requests to display special promotional materials such as posters, pictures, etc., introducing new services, etc., shall specify the number of days it is desired to display such material.

9. Verbal approval, disapproval, or notice shall be given only by the Airports Administrator.

C. Airlines

The placement of display material shall be limited to the following in relation to airline leased areas:

1. Ticket counter and luggage check-in

   a. One over-counter position identification at each position as approved by the State.

   b. Not more than one schedule rack, as approved by the State, for each position and only material from the airline relating to scheduling shall appear in the schedule rack. Credit card signs or material shall not be permitted except credit cards of the airline.

   c. Direct line telephone for service shall be permitted on counter and must be removed when counter is manned. Call button, where required, shall be flush with counter top.

   d. Except for the position identification signs, nothing shall be allowed to be suspended in any manner over, in back of, or in front of the ticket counter.

   e. Company insignia on wall behind ticket counter shall be submitted to the Airports Administrator for approval prior to installation. Glossy sign face material is not permitted.

   f. The wall behind the ticket counter shall not be altered in any way to break the architectural conformity to all other counter backwall areas. Application of color, in the form of paint or wallcovering of any material, or any form of decoration, or the affixing of any signing, equipment or lighting, shall be prohibited.

   g. Comfort mats for agents' positions shall be subject to approval by the State.

   h. No adding machines, typewriters, radios, tape records, record players, or audio receivers of any type shall be permitted, except those required to conduct company business. Special operating equipment may be installed as approved by the State.

   i. Airline signs, flight numbers, destination signs and other related signs originally installed by the State in ticket lobby area shall be maintained and revised by the State. Airline requests for sign changes shall be sent to the State at least 60 days prior to the effective date of change.

   j. Luggage counter and conveyor housing tops shall be kept clear; no signs or equipment of any type shall be used.

   k. Posters required by the federal government or IATA agreements shall be installed by the State.

2. Holding Areas at Gates

a. Check-in desk tops shall be kept free of unnecessary material.

b. Airline identification sign shall be furnished by the State.

c. Ropes, tapes, relocated furniture and other barricades to channelize passenger movement is prohibited.

d. Airline computer terminals shall be installed in the check-in counter. Free-standing consoles are prohibited.

3. Entrance or Corridor Doors to Airline Leasehold Area

a. Decals or special identification signs shall not be placed on office corridor doors exposed to public or common use areas within the terminal building without approval of the State.

b. Approved door signing shall company conform with State Airports Division "Signage and Graphic Design Manual".

c. Doors secured with padlock and hasp shall not be permitted.

d. Airline Club Entrance Identification shall have only signing approved by the State and shall not exceed two square feet in total area..

4. Exterior signs on structures other than the terminal or outside of such structures shall be approved by the State before being placed on any building other than the terminal building or in the vicinity of any building . Projecting signs shall be prohibited.

5. General

a. Signs, extra tables, chairs, counters and equipment of any type visible to the public shall not be used without the approval of the State.

b. Furniture in public areas and holding rooms shall not be moved to be used as barriers or crowd control purposes. The furniture is not to be moved for any reason unless authorized by the State. Barricades, ropes, stanchions and other passenger control and channeling devices will be furnished by the State, except where specifically approved by the State.

c. Airline wheelchairs shall be returned to authorized storage areas after the flight has departed.

d. No signs, decals, stickers, posters, etc., shall be permitted.

D. Concession and Other Non-Airline Tenants

Concession areas shall be limited to the following:

1. Counters Between Concession Space and Public Area

a. Typewriters, adding machines, radios or other types of sound equipment shall not be permitted on the tops of counters.

b. Only one brochure holder per concession counter shall be permitted and the material must relate to the business of the concession upon whose counter it is placed.

c. Merchandise shall not be permitted to be stacked on counters.

d. No promotional material, point of purchase material, credit card signs, or attention-getters with flashing, moving, or audible action shall be permitted.

e. Call button, where required, shall be flush with counter top.

f. Telephone shall not be permitted on counter tops except for direct line service when

counter is unmanned.

g. No merchandise, signs, or banners shall be permitted to be suspended in front of, behind, or over counters; nothing shall be permitted beyond the lease line.

h. No wastebaskets, ash urns, signs, point of purchase material, rugs, mats, floor signs inserted into terrazzo, etc., shall be permitted.

2. Concession Area With Counter and Finished Backwall by State

a. Painting of the backwall shall not be permitted; the application of any material in any form altering the original appearance shall also not be permitted.

b. Company insignia on wall behind ticket counter shall conform with the design and specifications set forth in the original terminal construction drawings on file with the Airports Division. Glossy sign face material shall not be permitted.

3. Store Frontage Between Concession Space and Public Area

a. Each concession shall be provided with a sign over and parallel to the concession lease front lines by the State. No other signs shall be permitted on the store front.

b. The service provided by the concession shall be the sole identification on the sign; no trade or corporate names shall be permitted on the concession space signs. International symbols, approved by the State, may be used on the sign. Foreign languages or symbols shall not be permitted. The sign style, color and letter type face shall conform to the airport standards. No other sign colors or letter type shall be permitted on the store frontage.

c. Decorative exterior treatment or painting of any type individualizing the exterior of any concession shall not be permitted.

d. Concessionaire shall not erect, construct, or place any signs or advertising pertaining to the concession upon any portion of the airport other than within the concession area. Signs, display racks or other devices directing traffic into a concession area or announcing entertainment within an area shall not be permitted.

e. No signs, logos, decals, credit card identifications, lettering, banners, etc., shall be permitted on the glass show window of store front.

f. No framing to block out glass area in any manner shall be permitted.

g. Doorways shall not be used as a display area with merchandise blocking the entrance in any manner.

h. No flashing action, moving action, or audible signs or displays shall be permitted in display windows.

i. All lighting fixtures used in windows, including the method of installation, shall be subject to approval by the State.

j. Credit card signs shall be on individual pedestals and shall be set back a minimum of twelve inches from the glass line and the aggregate area of one sign shall not exceed twenty-four square inches.

E. Office and Storage

The facade of office and storage spaces throughout the airport complex shall be subject to the following criteria and limitations:

I. Storage space shall not be permitted overhead or projecting; door signing shall conform with the "Signage and Graphic Design Manual".

2. A padlock and hasp on storeroom or office doors shall not be permitted except when required by federal or state laws and regulations.

3. No other signs, posters, logos, decals, lettering, etc.., shall be permitted on exterior facade, windows or doors.

F. Vending Machines

The installation of vending machines throughout the airport complex shall be subject to the following criteria and limitations:

1. Vending machines shall be allowed only in approved vending machine areas; the machines shall conform in width and height and approved manufacturers source.

2. All utility lines running to machines shall be hidden whenever possible and painted to conform with the background if they cannot be hidden.

3. The updating of machines shall be subject to the request of the State.

7.7.05 REFERENCE

"Signage and Graphic Design Manual", State of Hawaii Airports Division, 1984.

Procedure No. 7.6 DEVELOPMENT STANDARDS FOR LEASED AIRPORT PROPERTY

Approved by Owen Miyamoto **Effective Date: 01/15/1995**

7.6.01 PURPOSE

The purpose of this procedure is to establish a standard that shall be followed by lessees in the development of leased property (in construction of improvements).

7.6.02 POLICY

It is the policy of the Airports Division that the development of leased airport property shall be aesthetically compatible with existing and planned airport facilities and accomplished in accordance with the applicable rules and procedures of the Department and all other applicable laws, ordinances, rules and regulations of federal, state and county agencies.

7.6.03 APPLICABILITY

This procedure applies to persons who lease airport property.

7.6.04 PROCEDURES

A. Definitions

1. "Airport" means the areas of land or water set aside by Executive Order of the Governor of the State of Hawaii for public airport purposes.

2. "Buildings" means the main portion of each structure including all projections, extensions, additions, changes, garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs and landscaping are specifically excluded from the definition.

3. "Building site" means the land included in the lease agreement.

4. "Corner building site" means a building site which has two or more lease boundary lines abutting a street.

5. "Department" means the Department of Transportation of the State of Hawaii.

6. "Director" means the Director of the Department.

7. "Improvements" means all buildings, structures, and facilities including paving, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any building site by or on the account of a lessee.

8. "Landscaping" means all aesthetic improvement of building sites through the use of lawns, ground cover, trees, and shrubs, as well as walls, screenings, terraces, fountains, pools, and other water arrangements.

9. "Land use plan" means the most recent plan for the future development of airport adopted by the Department, wherein various segments of airport land are reserved for specified uses.

10. "Lease boundary line" means each of the perimeter lines of each building site as leased to each lessee.

11. "Lessee" means any person, firm, corporation, or other entity who has a lease with the Department

for a building site.

12. "Segment" means one of the areas of the airport designated for particular uses (general aviation commercial, general aviation noncommercial, etc.) on the land use plan.

13. "Setback area" means the minimum required area situated between a lease boundary line and a setback line.

    a. "Front setback area" means the area between the street on which a building site abuts and the front setback line and extends from the side lease boundary line to side lease boundary line. On a corner building site, the front setback area shall apply to each lease boundary line abutting a street, unless otherwise specified in this procedure.

    b. "Side setback area" means the area between the side lease boundary line and the side setback line and extends from the front setback line to the rear lease boundary line.

    c. "Rear setback area" means the area between the rear lease boundary line and the rear setback line and extends from side setback line to side setback line.

14. "Setback line" means a line of a building site lying parallel to each lease boundary line and separated from it by the distance required to provide the minimum setback area.

15. "Site coverage" means the portion of the total building site area that may be covered by buildings.

16. "Site width" means the diameter of the largest circle which can be inscribed within the lease boundary lines of a building site.

17. "Street" means the paved portion of a right-of-way maintained by the Department for vehicular access to the building site and used as a thoroughfare by the public.

18. "Taxiway" means a Department-maintained aircraft taxiway, apron, ramp or any other right-of-way for aircraft whose edge is the edge of the right-of-way for all purposes of these standards.

B. Performance Standards For All Segments

1. General. No part of the airport or any improvement on it shall be used or allowed to be used at any time for the manufacture, storage, distribution, serving, or sale of any product or the furnishing of any service, in a manner which is unreasonably noxious or offensive or which is an unreasonable annoyance or nuisance to others at the airport because of odors, fumes, smoke, noise, glare, vibration, soot, or dust. No activity which may be dangerous to public health and safety, increases the fire insurance rating for adjoining or adjacent property, or is illegal shall be permitted.

2. Noise.

    a. The sound pressure levels generated on a building site shall comply with the applicable Hawaii Administrative Rules of the State Department of Health--except for the authorized operation of motor vehicles, aircraft or other transportation equipment:

        (1) To, from and on a building site.

        (2) On the public area of the airport.

    b. The testing of aircraft engines shall be conducted in noise-suppressing test cells so that sound levels do not exceed the levels referenced above.

3. Air Pollution. Atmosphere emissions produced by motor vehicles or aircraft--except for those produced by the authorized operation of motor vehicle and aircraft to, from and on a building site--shall comply with the applicable standards established by the State Department of Health or any other governmental agency.

4. Heat or Glare. Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be perceptible without

instruments at any lease boundary line of a building site.

5. Waste Disposal. All disposal of storm and sanitary sewage and industrial waste shall be in accordance with all applicable laws, rules or regulations of the Departmental and county, state and federal agencies.

6. Electronic and Radio Interference. No tenants shall construct facilities capable of reflecting radio signals or producing electrical, electronic, or radio emissions which will interfere with, obstruct, or adversely affect the operation of air navigation aids and airport radio communications.

7. Stormwater Pollution Prevention. the tenant shall:

   a. Use all reasonable methods to minimize pollution from fuel spills and use of hazardous materials or hazardous waste;

   b. Develop a waste minimization plan and coordinate it with the appropriate Airports District Manager; and

   c. Develop a Stormwater Pollution Prevention Plan under the guidelines of Airports Division SWPPP and have it approved by the Airports District Manager.

C. Building Site Development Standards for all Segments

1. Permitted Uses. The uses permitted shall be those defined in the lease for the building site.

2. Automobile and Truck Parking and Loading Requirements

   a. Paved off-street parking areas sufficient for all the automobiles and trucks of employees, tenants, and customers and other vehicles used in the conduct of a lessee's business shall be provided on each building site. Parking on the streets and at public areas on airport property shall be permitted only in areas and times specifically designated and posted by the Department.

   b. Parking in the front setback area shall not exceed 60% of the required minimum front setback area, and shall be appropriately screened from view by landscaping. Parking and maneuvering space shall be provided in accordance with accepted traffic engineering standards.

   c. Buildings shall be designed and placed upon each building site so that motor vehicles of maximum length permitted by the State of Hawaii at the time of construction of each building may be maneuvered and loaded or unloaded off the street. On-street vehicle maneuvering or loading shall not be permitted.

   d. On the side of a building facing a street, no truck loading door or loading dock shall be nearer than fifty (50) feet to the lease boundary line. Loading facilities shall be constructed so that no part of the longest legal loading vehicle being loaded or unloaded at any loading dock, loading door, or loading area will extend beyond the lease boundary line.

3. Aircraft Parking and Servicing

   a. Except for permitted parking and servicing of aircraft on designated areas of the airport, provisions for parking aircraft belonging to tenants and their patrons, invitees, employees, and others shall be on the building sites.

   b. Whenever hangar doors open onto a lease boundary line abutting a taxiway, they shall be set back a distance which in the opinion of the Department shall provide sufficient clearance for the holding, maneuvering, and parking of aircraft as incidental to the ingress and egress of aircraft from the hangars. No holding, maneuvering, stopping, or parking of aircraft off a building site for purpose of hangaring, parking, or storing of aircraft shall be permitted.

   c. All aircraft parked or left unattended on any building site shall be entirely within the lease

boundary lines.

4. Building and Construction Materials.

   a. Any building material which has been approved by the Department and which complies with applicable building codes may be used.

   b. All aircraft taxiways and parking areas on the building site shall be paved with materials of sufficient strength to accommodate the heaviest aircraft anticipated to be parked on the building site, or of sufficient strength to accommodate aircraft with gross ramp weights of at least 12,500 pounds, whichever is the greater.

   c. Any connection from a driveway or sidewalk on a building site to the paved surface of an abutting street shall be constructed in accordance with the applicable standards of the Highways Division of the Department. Any connection from a taxiway or apron on a building site to the paved surface of an abutting public use taxiway shall be either:

      (1) For a distance of twenty-five feet from the connection and of the same material and strength as the taxiway to which it is connected; or

      (2) Painted in accordance with standards established by the Department to indicate that the connection is non-loading bearing.

   d. All ventilating fans, cooling towers, equipment, etc. placed on roofs of buildings shall be screened from view or enclosed in a manner that is architecturally compatible with the main portion of the building structure.

   e. Accessory buildings, enclosures, and fences shall be consistent in design and quality of materials with the buildings they serve.

5. Building Heights. All building heights shall conform to the rules and regulations of the Department and the Federal Aviation Administration.

6. Dust Control. All ground areas not covered by buildings shall be landscaped or paved, properly drained and graded, and maintained in good condition free of weeds, trash, and other debris.

7. Illumination. The design and location of exterior lighting shall be subject to the approval of the Department and shall comply with the requirements of the Federal Aviation Administration and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around airport.

8. Landscaping.

   a. All areas not paved or covered by buildings shall be landscaped in accordance with plans approved by the Department. In addition to trees, ground cover, and gardens, landscaping shall include, where appropriate, the use of walls, screenings, terraces, fountains, pools, and other water arrangements.

   b. Such landscaping, as approved by the Department, shall be installed within a period not to exceed ninety (90) days after the notice of completion of the initial building. Hose bibs or sprinkler systems shall be provided to serve all landscaped areas.

   c. Plans, specifications, and inspections for landscaping shall be accomplished by a professional landscape architect registered in the State of Hawaii and shall require the written approval of the Department prior to installation.

   d. Plant material shall consist of a balanced mixture of trees shrubs and ground cover.

   e. All trees shall at all times be limited to a height of thirty-five (35) feet above the curb line.

f. A continuous greenbelt shall be required to be maintained on all building sites abutting streets; the greenbelt shall consist of grass lawns, ground cover, trees, shrubs, or any combination thereof as approved by Department. The greenbelt requirement shall be included in the minimum landscaping requirement for the building sites as set forth in this procedure.

g. Any unpaved area between the lease boundary line and the edge of the curb of the abutting street shall be landscaped and maintained to the satisfaction of the Department by the lessee of the building site.

9. Power, Telephone, Utilities, and Sewer. No electric power line, water pipe, gas pipe, sewer pipe, or drainage pipe (other than roof leaders) shall be installed or maintained upon any building site above the surface of the ground, except for meter connections which shall be screened or enclosed in a manner approved by the Department.

10. Setbacks. All front setback areas or side setback areas facing a street, with the exception of driveways, sidewalks, other walkways, and any parking, shall be used exclusively for the planting and growing of trees, shrubs, lawns and other ground cover, or material as approved by the Department. If landscaping is not properly maintained by the lessee, the Department may undertake such maintenance as it deems necessary with the resulting expense charged to the lessee.

11. Signs and Advertising. All signs on the airport shall comply with Airports Division Procedure 7.7 "Environmental Preservation Guidelines."

12. Hedges and Fences.

a. Except as otherwise specified in this procedure, no hedge or fence shall be grown, constructed, or maintained on any lease boundary line or lines or in any setback area or an area which abuts a street.

b. No hedge or fence shall be grown, constructed, or maintained on or adjacent to any street setback line that exceeds six (6) feet in height or elsewhere within setback lines that exceeds ten (10) feet in height, without the prior written approval of the Department.

c. Fences shall be constructed and gates installed and controlled where necessary to restrict access from the street to the aircraft operations area; the design and placement of the fences and gates shall be subject to the written approval of the Department prior to installation.

13. Outside Storage

a. No vehicle, equipment, material, supply, or product shall be stored or permitted to remain on any building site outside a permanent building unless such storage is suitably shielded from public view by an appropriate screen compatible in design with the permanent structure; the screen shall require the written approval of the Department prior to installation.

b. No aviation fuel shall be stored, except as approved by the Department, on any building site other than on aviation fuel storage areas reserved by the Department for such use, and in accordance with a valid written contract with the Department.

c. Activities that involve the dismantling of aircraft or the storage of salvaged aircraft, aircraft engines, air-frames, parts, or accessories shall comply with the provisions of this procedure for storage. Aircraft stored at the airport without a current airworthiness certificate (except for purposes of relicensing) may, at the discretion of the Department, be declared salvage aircraft and shall thereupon be treated as a salvaged aircraft for the purposes specified above.

D. Design and Construction of Improvements for All Segments.

1. General. No improvements of any kind shall be erected, altered, placed, assembled, or permitted

to remain on a building site unless and until plans showing their type of use, location, size, and architectural and engineering design have been approved in writing by the Department.

2. Plans Required. All plans for improvements shall be prepared by registered architects or engineers and shall include:

   a. Topographic, grading, drainage, and utility plans showing one (1) foot contours and spot elevators referenced to airport datum and a plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet and showing the relationship of the proposed improvements on the building site to the improvements on the adjacent sites and to the utilities, streets, and taxiways.

   b. Preliminary plans and specifications of all proposed improvements in sufficient detail to determine compliance with these standards. The plans and specifications may be manufacturer's standard plans if sufficient. Plans shall be a suitable scale, but in no event smaller than 1/16-inch to the foot.

   c. Ground cover plans (including landscaping) which incorporate, at a minimum, the Department's general landscaping and paving requirements.

   d. An accurate architectural perspective of the proposed improvements, including the proposed exterior color schemes, style, materials, and design, working, and placement of all signs proposed.

   e. Any other plans, specifications, or design features requested by the Department.

3. Approval of Plans.

   a. Approval of plans and specifications for compliance with this procedure and for aesthetics shall be at the discretion of the Department.

   b. Approval of plans and specifications may be withheld because of failure to comply with this procedure.

4. Plans for Alterations to Improvements. All plans for alterations to the building site either for the construction of additional improvements or for alterations to existing improvements which are visible from the exterior of any building or which affect the structural system of any building or change any grade or landscaping, shall be prepared, submitted, and approved under the applicable provisions of this procedure.

5. Issuance of Building and Related Permits. Prior to obtaining necessary building and other related permits, lessees shall obtain written approval from the Department stating that the uses and plans for the lessee's building site have been approved by the Department as being in full compliance with this procedure.

E. Special Requirements for Airline Maintenance Hangar Area.

1. Permitted Uses. Any use which involves the operation of a facility for the maintenance and overhaul of air carrier aircraft, engines, parts, accessories, and equipment. The sale of aviation services and the offering of any services, or repairs of any type to the general public shall be specifically prohibited. Permitted activities shall include, but not be limited to, the following:

   a. The loading and unloading of aircraft.

   b. The maintaining, storing, and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspecting and licensing, and the purchasing and selling of parts, equipment, and accessories.

   c. The right of sale, disposal, and exchange of aircraft, aircraft parts and accessories therefor, and aviation equipment of every description as incident to the conduct of maintaining and overhauling air carrier aircraft, but not as distributor or as a dealer of same.

d. The training of lessee's personnel but not members of the general public in any art, science, craft, or skill pertaining directly or indirectly to aircraft.

e. The operation of offices and facilities incident to the conduct of lessee's business.

2. Building Site Requirements.

a. On-line Maintenance Hangar:

(1) Minimum Site Area . . . . . 2 acres

(2) Maximum Site Coverage 30%

(3) Minimum Landscaping Coverage 5%

b. Airline Maintenance Base:

(1) Minimum Site Area . . . . . 5 acres

(2) Maximum Site Coverage 30%

(3) Minimum Landscaping Coverage 5%

3. Setback Requirements.

a. Front Setback Line . . . . . 25 ft. minimum

b. Side Setback Line . . . . . .10 ft minimum on each side

c. Rear Setback Line . . . . . .10 ft minimum

4. Other Requirements. Engine runups shall be confined to soundproof test cell blocks or equivalent mobile suppressors.

F. Special Requirements for Cargo Mail Area.

1. Permitted Uses. Any use which involves the operation of a facility for the handling and storage of air cargo and mail shall include, but not be limited to, the following:

a. The loading and unloading of aircraft.

b. The receiving, delivering, dispatching, processing, handling and storing of air cargo, express, mail, and other property.

2. Building Site Requirements.

a. Minimum Site Area . . . . . 1 acre

b. Maximum Site Coverage 50%

c. Minimum Landscaping Coverage 5%

3. Setback Requirements.

a. Front Setback Line 2
5 ft. minimum

b. Side Setback Line . . . . . .10 ft. minimum on each side

c. Rear Setback Line . . . . . 10 ft. minimum

G. Special Requirements for Aviation Support Area.

1. Permitted Uses. Any use which involves the operation of a facility to support the authorized businesses and services of others holding valid leases, contracts, or permits in the terminal complex shall include, but not be limited to, the following:

   a. Inflight kitchens or catering services.

   b. Airport employee cafeteria.

   c. Offices and storage areas.

   d. Ground transportation maintenance and storage areas.

   e. Communications and meteorological facilities.

   f. Airline training schools.

2. Building Site Requirements.

   a. Minimum Site Area . . . . . 1 acre

   b. Maximum Site Coverage 50%

   c. Minimum Landscaping Coverage 5%

3. Setback Requirements.

   a. Front Setback Line . . . . . 15 ft minimum

   b. Side Setback Line . . . . . 10 ft minimum on each side

   c. Rear Setback . . . . . 10 ft minimum

H. Special Requirements for General Aviation Commercial Fixed Base Operator Area.

1. Permitted Uses. Any business or service involving the sale of general aviation commercial services to the general public shall include, but not be limited to, the following as authorized in the lease from the Department to the lessee:

   a. Aircraft servicing, repair, maintenance and storage.

   b. Sales of new and used aircraft and aircraft parts, accessories, equipment, and materials at retail and wholesale prices.

   c. Storage and vending of aircraft fuels, lubricants, and propellants.

   d. Aerial photography, survey, and mapmaking services.

   e. Air taxi, ambulance, and sightseeing services.

   f. Nonscheduled, sightseeing, and charter services for the transportation of passengers, freight, cargo, and mail.

   g. Flight schools--unless the Department has prohibited flight school activity at the airport and has provided adequate alternate landing facilities for this activity.

   h. Offices, services, and retail activities complementary to the uses set forth above.

2. Building Site Requirements.

   a. Minimum Site Area . . . . . 2 acres

b. Maximum Site Coverage 30%

c. Minimum Site Coverage 5%

d. Minimum Improvements:

(1) Aircraft shop and maintenance hangar . . . . . 10,000 sq. ft.

(2) Office administration building . . . . . .1,000 sq. ft.

(3) Paved apron area with access to hangar . . . . . 40,000 sq. ft.

e. Minimum Landscaping Coverage 5%

3. Setback Requirements.

a. Front Setback Line . . . . . 25 ft. minimum

b. Side Setback Line . . . . . .10 ft. minimum on each side

c. Rear Setback Line . . . . . 10 ft. minimum

I. Special Requirements for General Aviation Non-Commerical Area.

1. Permitted Uses. Any industrial, corporate, or business lessee that desires to hangar or accommodate one or more aircraft it owns or operates solely in connection with the internal conduct of its business for the transporting, not for hiring, of lessee's personnel, patrons, materials, and products shall be permitted to engage in certain activities including the following:

a. The loading and unloading of aircraft.

b. The maintaining, storing, and servicing of aircraft owned or operated and hangared by each such lessee on its building site by its own full-time employees.

c. The right of sale, disposal, and exchange of aircraft and their parts and accessories and of aviation equipment as directly incident to the conduct of maintaining and overhauling aircraft owned or operated and hangared by the lessee, by not as a regular business activity, or as a distributor or as a dealer of same.

d. The training of the lessee's personnel but not members of the general public in any art, science, craft, or skill pertaining directly or indirectly to aircraft owned or operated and hangared by the lessee.

e. The operation of offices and facilities incidental to the operation of the lessee's business.

2. Prohibited Uses. No use of noncommercial general aviation areas shall be permitted which, in the opinion of the Department will directly or indirectly compete with, impair, or restrict commercial aviation activities in the commercial aviation areas defined in subsection 7.6.04 H above.

3. Building Site Requirements.

a. Minimum Site Area . . . . . 30,000 sq. ft.

b. Minimum Site Width . . . . . 100 ft.

c. Maximum Site Coverage 60%

d. Minimum Landscaping Coverage 5%

4. Setback Requirements.

a. Front Setback Line . . . . . 25 ft.

b. Side Setback Line . . . . . .10 ft. minimum on each side

c. Rear Setback Line . . . . . 10 ft. minimum

J. Special Requirements for Fuel Farm Area.

1. Permitted Uses. The maintenance and operation of bulk storage facilities for gasoline, oil, grease, lubricants, and other fuels necessary for the operation of aircraft.

2. Prohibited Uses. No use of the fuel farm area shall be permitted which in the opinion of the Department will directly or indirectly compete with, impair, and restrict general aviation commercial activities as defined in this procedure. No aviation fuel or propellant may be purchased, stored, sold, or handled in these areas except by an aviation fuel vendor or user authorized under written contract by the Department to provide such fueling service at the airport. The servicing of aircraft in this area shall be specifically excluded.

3. Building Site Requirements.

a. Minimum Site Area . . . . . 2 acres

b. Minimum Landscaping Coverage . . . . . A minimum of two (2) feet inside the fencing abutting or facing a public right-of-way

4. Setback Requirements. As specified by the State Fire Marshall, or other governing agency.

5. Other Requirements.

a. In addition to the requirements in this procedure, the installation of improvements in the fuel farm area shall be subject to the requirements of county, state and federal agencies.

b. Each building site shall be completely enclosed by fences, with gate installed where necessary for access. Fences shall be installed on the lease boundary lines, except on the side of the building site that faces the common-use service road.

The fence line shall be consistent with existing fencing, and its location shall be subject to the prior written approval of the Department. The design of fences and gates shall be subject to the written approval of the Department prior to installation.

c. All ground areas not covered by fuel storage facilities, paving, or landscaping shall be covered only with gravel the installation and specification of which shall be subject to the written approval of the Department prior to installation.

K. General Provisions.

1. Conformance of Existing Improvements. All existing buildings and improvements on the airport shall be exempt from the provisions of this procedure for the duration of their present leasehold terms; provided, however, that no changes, alterations, or extentions shall be made to any existing improvements except in accordance with this procedure.

2. Continuity of Procedure.

a. This procedure shall apply to all development of airports operated by the Department.

b. This procedure may be revised as required by the Department to retain flexibility to permit the adoption of new techniques, materials, criteria, etc.

3. Variances.

a. The provisions of this procedure and any request for variances from them are to be

interpreted, administered and enforced by the Director.

b. Any tenant or prospective tenant may request a variance.

c. Requests for variances shall be made in writing to the Director.

d. The Director shall either approve or disapprove requests for variance within thirty days from filing.

(1) If approved, the variance shall be issued immediately.

(2) If disapproved, the Director shall provide a written statement setting forth the reasons for disapproval.

DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF LEASE AND PREMIUM EVALUATION POLICY
ANNEX I

Reference

Chapter 171-36(a)(5), Hawaii Revised Statutes (HRS)

☐No lease shall be transferable or assignable, except by devise, bequest, or intestate succession; provided that with the approval of the board of land and natural resources, the assignment and transfer of a lease or unit thereof may be made in accordance with industry standards, as determined by the board; provided further that prior to the approval of any assignment of lease, the board shall have the right to review and approve the consideration to be paid by the assignee and may condition its consent to the assignment of the lease on payment by the lessee of a premium based on the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee; provided further that with respect to state agricultural leases, in the event of foreclosure or sale, the premium, if any, shall be assessed only after the encumbrances of record and any other advances made by the holder of a security interest are paid;☐

Prior Approval

Any assignment of lease of Department of Transportation (DOT) property must have the prior written approval of DOT. Prior to giving its consent to an assignment, DOT must receive (i) the name, legal composition and address of any proposed assignee, (ii) a complete copy of the proposed assignment and purchase agreement, including the total consideration to be paid by the assignee for the assignment whether by cash, credit or otherwise, and (iii) the best available financial statements of the proposed assignee or any other such statements acceptable to the appropriate division, which statements shall be no older than one year prior to the date of the purchase agreement and audited or certified as correct by a financial officer of the proposed assignee. A consent to assignment by DOT shall not release the lessee (assignor) of any obligation to performed by the lessee or liability for acts or occurrences related to or resulting from the lessee's use or occupancy of the DOT property whether occurring before or after such consent unless the particular division is convinced that the assignee's financial responsibility is equal to or greater than the assignor.

No assignment of lease of DOT property shall be entered into until the Attorney General's Office (LEG) has first reviewed the proposed assignment and purchase agreement and the Director of Transportation (DIR) and the Board of Land and Natural Resources (Land Board) have given their approval. Such an assignment shall be entertained only if it meets one of the criteria set forth in Section 171-36(a)(5), HRS, except that the prerequisite stated in Section 171-36(a)(5)(A), HRS, shall be inapplicable to any DOT property.

Qualifications of Assignee

If qualification was required of a lessee as a pre-condition of the lease, the prospective assignee must also be qualified to assume the lease.

If a qualification questionnaire was required to be submitted by a lessee or concessionaire as a precondition of the lease or concession contract, the assignor shall submit a qualification questionnaire filled out by the prospective assignee in order that the appropriate division can evaluate whether the assignee has the required experience and background to assume the lease or concession contract.

Consideration to be Paid

Prior to review by LEG and approval by DIR and the Land Board, the lessee (assignor) must present the appropriate division with a written copy of the proposed purchase which includes the total consideration to be paid by the assignee whether by cash, credit or otherwise and any other cost data that the particular division may require.

Adjustment of Rental

In those leases wherein the DOT has the right to revise the rent of the demised premises upon an assignment, the lessee (assignor) shall also be required to present its cost data so that the appropriate division may review and analyze that information to determine whether the rent for the premises should be increased. The analysis shall accompany the request for review by LEG and the Land Board submittal.

Payment to DOT

All leases shall have an assignment clause that provides that the DOT shall receive from the lessee (assignor) a premium based on the amount by which the net consideration paid for the assignment, whether by cash, credit or otherwise exceeds the adjusted depreciated cost of improvements, renovations and trade fixtures being transferred to the assignee. The Engineering News-Record Construction Cost Index (CCI) (available at www.enr.com) and the Consumer Price Index for All Urban Consumers (CPI-U) (available at ttp://stats.bls.gov/cpihome.htm) will be applied to determine the adjusted depreciated costs. The value of the lessee's/assignor's inventory of merchandise should be deducted from the gross consideration paid to determine the net consideration. Intangibles such as goodwill, business name recognition, etc., are not deductible. (See Schedule A.)

To encourage long-term occupancy and discourage speculation, the premium for an assignment of a lease issued or awarded under Chapter 102 or 171, HRS, shall be the percentage of the excess payment (the selling price less the unamortized purchase price less the adjusted depreciated cost of all improvements, renovations and trade fixtures constructed or installed by the assignor) determined under Schedule A hereto, unless otherwise specifically provided in the lease, in accordance with the following schedule:

Years	Percentage
1 – 5	50%
6 – 10	45%
11 – 15	40%
16 – 20	35%
21 – 25	30%
26 – 30	25%
31 – 35	20%
36 – 40	15%
41 – 45	10%
46 – 50	5%
51 – 55	0%

The premium on subsequent assignments shall also be the percentage of the excess payment in accordance with the above schedule. For the purposes of the foregoing formula, the unamortized purchase price on subsequent assignments is the purchase price paid by the assignor when the lease was assigned to assignor less amortization on a straight line basis over the term of the lease remaining at the time of the assignment to assignor.

In addition to other remedies available to DOT under the lease, including, without limitation, the payment to DOT of the amount of the performance bond posted by lessee, DOT may, if the lessee has not performed lease covenants to improve or use the property for its specific uses, impose a surcharge of at least ten percent (10%) of the greater of the minimum guaranteed annual rental or the percentage rental for the year in which the lessee fails to so perform, provided the minimum guaranteed annual rental shall be no less than the minimum guaranteed annual rental for the second year of the lease term. The lessee may also be required to pay an amount equal to the minimum guaranteed annual rental for the second year of the lease term.

Depreciation of improvements, renovations and trade fixtures will be determined on a straight line basis. The whole term of improvements or renovations shall be defined as the period beginning with the date the construction of the improvements or renovations are completed until the termination date of the lease. Depreciation of trade fixtures will be determined in the same manner and shall be based upon the anticipated life of the trade fixture. (See Schedules B and C)

All lessees shall be required to furnish the appropriate divisions with the actual costs of construction of all improvements and renovations within thirty (30) days after their completion as well as the purchase price and other costs of all fixtures acquired for the lessee's operations on, related to or connected with the premises, within thirty (30) days after such costs are incurred. Lessees shall be required to furnish evidence satisfactory to the divisions of the actual costs including, without limitation, furnishing copies of construction contracts, receipts and/or purchase agreements. Lessees shall also be required to furnish the appropriate division with an inventory of all equipment and personal property placed on the premises. The appropriate division shall maintain records of all costs incurred by the lessee for construction of improvements and renovations as well as installation of trade fixtures, equipment and personal property submitted by the lessee and shall include with said records, a copy of the Engineering News-Record Construction Cost Index (CCI) and Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, for the year and month that construction and/or installation are completed.

In cases where the lessee has constructed or directed the construction of its own improvements, the lessee may be given the option of paying for an appraiser to determine the valuation of the improvements constructed, provided that the .appraiser shall be selected by DOT.

If the lessee is a partnership, limited liability partnership, joint venture, limited liability company or corporation, the sale or transfer of twenty percent (20%) (or a percentage of less than twenty percent (20%) if such percentage represents a controlling interest in the lessee) or more of ownership interest or stocks by dissolution, merger or any other means must be reported to DOT and shall be deemed an assignment subject to the payment of a premium in accordance with the above schedule. However, transfers will not include (i) transfers of ownership among the lessee's shareholders when such transfers involve less than fifty percent (50%) of the ownership interest or (ii) transfers of ownership to persons who are not shareholders of the lessee at the time of the transfer, but who become both shareholders and employees of the lessee, and the transfer is of less than fifty percent (50%) of the ownership interest.

Qualifying Leases

All leases entered into after July 1, 2004 are subject to the payment of a premium percentage in accordance with the above schedule. The above policy does not apply to leases entered into between May 24, 1989 and June 30, 2004 unless consideration is paid by the lessee to amend the lease to incorporate the above policy. The terms of any existing lease that has been let through public auction cannot be amended.

For all leases entered into or assigned prior to May 24, 1989, the assessment of an assignment premium shall only apply to those leases wherein it has been determined by the Office of the Attorney General that the assessment of the assignment premium is applicable.

SCHEDULE A. Assignment of Lease Calculations

1. Subtract the amount, if any, attributable to inventory from the gross consideration for the assignment to obtain the net consideration.

2. Calculate the Adjusted Depreciated Cost of Improvements and Renovations (see Schedule B).

3. Calculate the Adjusted Depreciated Cost of Trade Fixtures (see Schedule C).

4. Determine the amount, if any, by which the net consideration for the assignment, whether by cash, credit, or otherwise, exceeds the adjusted depreciated cost of improvements, renovations and trade fixtures being transferred to the assignee by subtracting the amounts derived in Steps 2 and 3 above from the net consideration.

5. Then multiply the excess amount, if any, determined in Step 4 above, by the appropriate premium percentage.

6. The result is the premium due DOT.

Example

A lease is being assigned 57 months after completion of the improvements at a gross consideration of $650,000, $50,000 of which is attributable to inventory.

The initial cost of the improvements was $500,000 while the current year/month CCI and base year/month CCI are 121.1 and 102.3, respectively. The whole term for the improvements is 408 months.

For the trade fixtures, the initial cost was $1,510 with the current year/month CPI-U and base year/month CPI-U being 118.1 and 104.6, respectively. The total life expectancy is 96 months.

1.	Gross Consideration:	$650,000
	Inventory:	$ 50,000
	Net Consideration:	$600,000
2.	Adj Cost Imp/Ren:	$591,887
	Depreciation:	- 82,690
	Adj Dep Cost Imp/Ren:	(509,197)
3.	Adj Cost Trade Fixtures:	1,705
	Depreciation:	- 1,012
	Adj Dep Cost Trade Fixtures:	(693)
4.	Excess:	$ 90,100
5.	Appropriate Premium Percentage:	x (e.g.) *50%*
6.	Premium Due DOT:	$ 45,055

SCHEDULE B. Adjusted Depreciated Cost of Improvements and Renovations

1. Adjusted Cost of Improvements and Renovations

Multiply the actual cost of the improvements and renovations, if any, by the most recent year/month Engineering News-Record Construction Cost Index (CCI) and divide the result by the CCI of the year/month construction was completed (base year/month) to get the adjusted cost of improvements and renovations.

2. Depreciation

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the improvements and renovations by the whole term of the improvements and renovations, the whole term being the period beginning on the date the improvements and renovations are completed until the expiration date of the lease. Multiply the adjusted cost of the improvements and renovations by the depreciation percentage to determine the depreciation.

3. Adjusted Depreciated Cost of Improvements and Renovations

Subtract the depreciation from the adjusted cost of improvements and renovations. The balance is the adjusted depreciated cost of improvements and renovations.

Example

Actual cost:	$500,000
CCI (most recent):	121.1
CC! (base):	102.3
Expired term:	57 mos.
Whole term:	408 mos.

1. Adjusted Cost of Improvements and Renovations:

Actual Cost x CCI (most recent) / CCI (base)

$500,000 x 121.1/102.3 = $591,887

2. Depreciation:

$591,887/408 mos. x 57 mos. = $82,690

3. Adjusted Depreciated Cost of Improvements and Renovations:

$591,887 - $82,690 = <u>$509,197</u>

SCHEDULE C. Adjusted Depreciated Cost of Trade Fixtures

1. Adjusted Cost of Trade Fixture

Multiply the actual cost of the trade fixture by the most recent year/month Consumer Price Index for All Urban Consumers (CPI-U)* and divide the result by the CPI-U of the year/month in which the purchase was made (base year/month).

2. Depreciation

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the trade fixture by its anticipated life. Multiply the adjusted cost of the trade fixture by the depreciation percentage to determine the depreciation.

3. Adjusted Depreciation Cost of Trade Fixtures

Subtract the depreciation from the adjusted cost of the trade fixture. The balance is the adjusted depreciated cost of the trade fixture.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

	Refrigerator	
Example	Actual cost:	$1510
	CPI (most recent):	118.1
	CPI (base):	104.6
	expired term:	*57* mos.
	Whole term:	*96* mos.
	(Anticipated life)	

1. Adjusted Cost of Trade Fixture:

Actual Cost x CPI-U (most recent) / CPI-U (base)

$1510 x 118.1/104.6 = $1705

2. Depreciation:

$1705 x 57 mos/96mos. = $1012

3. Adjusted Depreciated Cost of Trade Fixture:

$1705 - $1012 = <u>$693</u>

Should the State decide to consent to the sublease but limit the amount of rental charged to the sublessee, the maximum allowable sublease income may be determined by applying the following mathematical equation:

$$M - T - R(M - T) - E = 0$$

whereby,

M = maximum allowable sublease income

T = general excise tax

R = rate for management and vacancy loss (10%)

E = total allowances excluding management and general excise tax*

*when applicable

Solving for M:

$$M = \frac{E + T - RT}{1-R}$$

Effect of Termination or Involuntary Assignment

In the event that a lease or sublease becomes available to a new lessee or sublessee as a result of the involuntary termination of the lease or sublease by foreclosure of the lien of any mortgagee's interest in the leased or subleased premises (whether by court order or otherwise), the purchaser/assignee thereof and the interest so acquired shall not be subject to the requirements of this DOT Sublease Evaluation Policy. Subsequent subleases shall be subject to the requirements of this DOT Sublease Evaluation Policy

Department of Transportation
SUBLEASE EVALUATION POLICY
ANNEX II

Reference

Chapter 171-36(a)(6), Hawaii Revised Statutes

> "The lessee shall not sublet the whole or any part of the demised premises except with the approval of the board; provided that prior to the approval, the board shall have the right to review and approve the rent to be charged to the sublessee; provided further that in the case where the lessee is required to pay rent based on a percentage of its gross receipts, the receipts of the sublease shall be included as part of the lessee's gross receipts; provided further that the board shall have the right to review and, if necessary, revise the rent of the demised premises based upon the rental rate charged to the sublessee including the percentage rent, if applicable, and provided that the rent downward,..." (Amended 1992)

Purpose

The purpose of the sublease evaluation policy is to discourage and dampen speculation. The basic rationale or philosophy behind the sublease evaluation policy is that the State, as mandated by statutes, should not allow anyone to make excessive "sandwich profits" from the use of State-owned land and will monitor it by participating in the distribution of such profits. The State does recognize the sublessor's right to earn a fair return for its investment.

When the State determines that "sandwich profits" are being realized, the State may take such action as it deems necessary, including, without limitation:

(1) limiting the amount of rent charged to the sublessee; or

(2) receiving thirty percent (30%) of the "sandwich profit" from the sublessor while permitting the sublessor to retain the remaining seventy percent (70%).

The State may reevaluate the "sandwich profit" on an annual basis

Procedure

At the time the lessee requests approval of a sublease, the lessee shall submit any and all information the DOT deems necessary to properly analyze the proposed sublease, including, without limitation, the proposed sublease document, floor plans of the leased premises and the premises to be subleased, plans for any and all proposed improvements, estimated operating and other costs, total investment of the lessee, the proposed payments to DOT for permitting the sublease and any other financial information.

As part of its analysis of the proposed sublease, the State will consider:

a. data found in the real estate market; including, without limitation, data relating to what other investors are experiencing for similar/comparable investments, and

b. those allowances and operating expenses that are properly attributable to the sub-leased premises.

To qualify as properly attributable to the subleased premises and therefore eligible for deduction from the effective sublease income (gross annual sublease income minus the general excise taxes paid and/or payable), such allowances (including, without limitation, reserves for replacement of limited life items) and operating expenses must be reasonable, legitimate, adequately justified by the lessee and approved by the State. The operating expenses are to be prorated on an annual basis. Operating expenses are the periodic expenditures necessary to maintain the real property and continue the production of the effective gross income and include, but are not limited to the following:

1. Fixed Expenses - Fixed Expenses are operating expenses that generally do not vary with occupancy and have to be paid whether the property is occupied or vacant (i.e., real estate taxes, building insurance costs, etc.).

2. Variable Expenses - Variable Expenses arc operating expenses that generally vary with the level of occupancy or the extent of services provided (i.e., utilities, painting, repair, maintenance, etc.).

3. Reserve for Replacement Allowances - Reserve for Replacement Allowances provides for the periodic replacement of building components that wear out more rapidly than the building itself and must be replaced periodically during the buildings economic life (i.e., roofing, carpeting, sidewalks, driveways, parking areas, etc.).

4. Lease Rental -The lease rental amount shall be the proportionate share of the total lease rent attributable to the subleased premises, based on the proportion the subleased area bears to the entire leased premises.

The Fixed Expenses, Variable Expenses and the Reserve for Replacement Allowances shall be prorated based on the proportion the leasable area of the subleased premises bears to the total leasable area of the building.

(For a detailed explanation on allowable operating expenses, please refer to Chapter 19, "Income Estimates," **The Appraisal of Real Estate**, Ninth Edition or such later edition, as applicable, prepared by the Textbook Revision Committee of the American Institute of Real Estate Appraisers.)

A reasonable return on the sublessor's investment which includes recapture of the sublessor's investment and some amount of profit is allowed. The allowance is the result of multiplying the sublessor's total investment in the subleased area by the Investment Return Rate.

The "Investment Return Rate" used in this DOT Sublease Evaluation Policy will be the sum of the following rates:

a. **Treasury bonds rate**. The interest rate for thirty (30) year Treasury bonds in effect at the time the proposed sublease is being evaluated, as listed in the Wall Street Journal, or if not available, such similar publication as mutually agreed upon by the lessor and the lessee;

b. **Capital recapture rate**. The annual percentage rate which would enable the lessee to recover the lessee's investment in the improvements constructed on the leased premises over the term of the lease (hereinafter the "capital recapture rate"). For example, if the lease term is twenty-five (25) years, the capital recapture rate shall be four percent (4%) per year; and

c. **Premium rate**. A premium rate of two percent (2%).

The existing DOT lease rent attributable to the subleased area is also subtracted from the sublease income. Any balance remaining is the sandwich profit. If the State selects the option to approve the sublease rental, then the sandwich profit will be paid to DOT.

Should the State decide to consent to the sublease but limit the amount of rental charged to the sublessee, the maximum allowable sublease income may be determined by applying the following mathematical equation:

$$M - T - R(M - T) - E = 0$$

whereby,

M = maximum allowable sublease income

T = general excise tax

R = rate for management and vacancy loss (10%)

E = total allowances excluding management and general excise tax*

*when applicable

Solving for M:

$$M = \frac{E + T - RT}{1-R}$$

Effect of Termination or Involuntary Assignment

In the event that a lease or sublease becomes available to a new lessee or sublessee as a result of the involuntary termination of the lease or sublease by foreclosure of the lien of any mortgagee's interest in the leased or subleased premises (whether by court order or otherwise), the purchaser/assignee thereof and the interest so acquired shall not be subject to the requirements of this DOT Sublease Evaluation Policy. Subsequent subleases shall be subject to the requirements of this DOT Sublease Evaluation Policy

Format

COMPUTATION SHEET

DOT Lease No. _____, _____, Sublessor,

sublease to _____, Sublessee

Gross Annual Sublease Income (Including general excise tax and common areas maintenance charges)		$ XX,XXX
Less general excise tax		- X,XXX
Effective Income		$ XX,XXX
Less Allowances:		
Management and vacancy loss (Eff. Inc. x 10%)	$X,XXX	
Investment return* (Total Inv. x __%)	X,XXX	
Fixed Expenses* (e.g., real property taxes, building insurance costs, etc.)	X,XXX	
Variable Expense* (e.g., utilities, painting, repair, maintenance, etc.)	X,XXX	
Reserve for Replacement Allowances* (e.g., roofing, carpeting, sidewalks, driveways, parking areas, etc.)	X,XXX	
DOT Lease No. _____ rental (proportionate share of the lease rent for the leased premises attributable to the subleased area based on the proportion the subleased area bears to the entire leased premises)	X,XXX	
Total Allowances:		- X,XXX
SANDWICH PROFIT		$ X,XXX

*Prorated based an the proportion the leasable area of the subleased premises bears to the total leasable area of the building.

PERFORMANCE BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Principal, and

_____
(full legal 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 entered into a Contract with Obligee dated _____
_____ for _____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the condition of this obligations 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 to the Surety's performance obligation on this bond.

Signed this _____ day of _____, 20__.

(Seal) _____
Name of Principal (Offeror)

_____
Signature*

_____
Title

(Seal) _____
Name of Surety

_____
Signature*

_____
Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

ATTACHMENT 7

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Principal, and

_____
(full legal 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 entered into a Contract with Obligee dated _____
_____ for _____
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 he work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and material 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 the bond. If the full amount of the liability of the surety on the bond is insufficient to pay the full amount of the claims, then after paying the full amount due to the Obligee, the remainder shall be distributed pro rata among the Claimants.

Signed this _____ day of _____, 20__.

(Seal) _____
Name of Principal (Offeror)

_____
Signature*

_____
Title

(Seal) _____
Name of Surety

_____
Signature*

_____
Title

*ALL SIGNATURES MUST BE
ACKNOWLEDGED BY A NOTARY PUBLIC

ATTACHMENT 7

CONCESSIONAIRE'S LISTING OF HAZARDOUS SUBSTANCES

ATTACHMENT 8

CONCESSIONAIRE'S LISTING OF ENVIRONMENTAL PERMITS

ATTACHMENT 9

APPENDIX D

CONCESSION BOND

KNOW ALL BY THESE PRESENTS, that_____ _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Hawaii, its successors or assigns, in the full and just sum of _____DOLLARS ($), in lawful money of the United States of America, for the payment of which to the State of Hawaii, its successors or assigns, well and truly to be made, we do hereby bind ourselves and our respective heirs, executors, and administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal shall fully and faithfully perform and fulfill all of the covenants, terms and conditions in that certain Concession Agreement, dated _____, entered into by said Principal with the State of Hawaii for the operation and maintenance of the On-Demand Airport-Based Shuttle Bus Concession at Kahului Airport in the State of Hawaii, and shall promptly pay all just claims against the Principal, and shall hold harmless, indemnify and defend the State of Hawaii, its officers and agents, successors or assigns, against loss or damage to property of the State of Hawaii, or to the property of others, and from all claims, costs and liabilities for injury to or death of persons when such loss, damage, injury or death arises or results from any acts or omissions of the Principal, its officers, agents, employees, contractors and guests (including invitees and licensees) in connection with the operation and maintenance of the On-Demand Airport-Based Shuttle Bus Concession, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED:

(1) That no amendment, modification, change, extension, alteration, deduction or addition, permitted by said Concession Agreement, in or to the covenants and terms of the Concession Agreement, shall in any way affect the obligation of said Surety on this bond; and that said Surety does hereby waive notice of any such amendment, modification, change, extension, alteration, deduction or addition in or to the covenants, terms and conditions of the Concession Agreement.

(2) That suit on this bond may be brought before a court of competent jurisdiction without a jury in the event of a breach of any, or all, or any part of, the stipulations, agreements, covenants, terms or conditions contained in the Concession Agreement or in this bond, in accordance with the terms thereof.

WITNESS our hands and seals at _____,
State of _____, this _____ day of _____, 20___.

_____

_____

_____
Principal

_____

_____

_____
Surety

APPROVED AS TO FORM:

_____
Deputy Attorney General

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who being by me duly sworn, did say that _____ is (are) the _____ of _____ and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

Print Name: _____
Notary Public, _____Judicial Circuit
State of _____

Doc. Description: _____
No. of Pages: _____

_____
Notary signature

My Commission Expires: _____