

STATE CONCESSION AGREEMENT NO. DOT-A-13-_____

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

CONCESSION AGREEMENT

FOR

THE MANAGEMENT AND OPERATION OF

THE AUTOMOBILE

PARKING FACILITIES

AT

KAHULUI AIRPORT AND KAPALUA-WEST MAUI AIRPORT

KAHULUI AND MAHINAHINA, ISLAND OF MAUI

CONCESSION AGREEMENT FOR THE
MANAGEMENT AND OPERATION OF THE
PARKING FACILITIES
AT
KAHULUI AIRPORT AND
KAPALUA-WEST MAUI AIRPORT
KAHULUI AND MAHININA, MAUI, HAWAII

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NOTICE TO BIDDERS
CONCESSION AGREEMENT FOR THE
MANAGEMENT AND OPERATION OF THE
AUTOMOBILE PARKING FACILITIES
AT KAHULUI AIRPORT
AND KAPALUA-WEST MAUI AIRPORT

Tenders by sealed bids for a Concession Agreement for the Management and Operation of the Automobile Parking Facilities ("Concession") at Kahului Airport, Kahului, and Kapalua-West Maui Airport, Mahinahina, Island of Maui, State of Hawaii, for a Concession Agreement 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, up to 2:00 p.m. on, July 2, 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 hidot.hawaii.gov/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 hidot.hawaii.gov/airports/doing-business/concession-notices.

The Concession bid documents for the Concession will include this (1) 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 of the attachments thereto.

A pre-bid conference will be conducted by the State on April 9, 2013, commencing at 9:00 a.m., to familiarize prospective bidders with the nature of the Concession bid documents, including the Concession Agreement. Prospective bidders are advised to attend the pre-bid conference which will begin promptly at 9:00 a.m. at the Airports Division, Administration Conference Room, located at Kahului Airport, Kahului, Hawaii.

State representatives will be available to preliminarily respond to questions at this conference. Any oral responses given by State representatives at the pre-bid conference will be preliminary and subject to further revisions and clarification. Questions needing a final, formal response from the State should be submitted in writing. The deadline for submitting all written questions, including the resubmission of any submitted for the pre-bid conference, which a prospective bidder desires to obtain the State's written response for will be 4:00 p.m., HST on April 19, 2013. The State will provide final written responses to all written questions properly submitted by the April 19, 2013, deadline.

Persons needing special accommodations at the Pre-Bid Conference due to disabilities may notify the Department's Airports Division, by calling (808) 838-8075, or by writing to the State of Hawaii, Department of Transportation, Airports Division, c/o Property and Business Development Office, Honolulu International Airport, Inter-Island Terminal, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819-1880, or by facsimile at (808) 838-8753.

Each bidder will be required to: (1) fill out and properly complete a Bid Intent Package, including, without limitation, a completed Notice of Intention to Bid and Qualification Questionnaire; and (2) submit the foregoing completed items, together with: (a) financial statement or statements; (b) other documents and tax clearance certificates, to the Department's Airports Division, located at Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii, 96819-1880, no later than 4:00 p.m., on May 17, 2013. The questionnaire(s) included as part of the Bid Intent Package will be considered confidential and will not be made available for inspection or copying by the general public.

All prospective bidders are advised that the State has a project to construct a consolidated car rental facility (facility) at Kahului Airport on land adjacent to the main public parking lot. The project is expected to commence during the term of this concession agreement and is expected to have some impact on the existing parking lot. Such impact may include 1) loss of some parking spaces, 2) reconfiguration of the parking lot entry, and 3) reconfiguration of the parking lot exit. As part of the facility project, a number of employee parking stalls may be located on the upper level of the facility and may be added to the parking inventory of the Concession.

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. The State encourages all DBE firms to submit bids for the concession.

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
The Maui News
February 26, 27, and 28, 2013

INSTRUCTIONS TO BIDDERS (IB)
PERTAINING TO THE
CONCESSION FOR THE
MANAGEMENT AND OPERATION OF THE
AUTOMOBILE PARKING FACILITIES
AT
KAHULUI AIRPORT
AND
KAPALUA-WEST MAUI AIRPORT

1. PURPOSE

Bids are invited from all interested and qualified parties for the management and operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui Airport ("Concession"). The State of Hawaii, Department of Transportation, Airports Division ("State"), seeks a creative and well-qualified organization to establish and operate the Concession at Kahului Airport and Kapalua-West Maui Airport ("Airports") 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 space 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 ("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 documents may also be downloaded at hidot.hawaii.gov/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 hidot.hawaii.gov/airports/doing-business/concession-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, 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 April 9, 2013, at 9:00 a.m., Hawaiian Standard Time (“HST”) at the:

Department of Transportation
Airports Division, Administration Conference Room
Kahului Airport
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
400 Rodgers Boulevard, Suite 700
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 March 19, 2013. 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.

The deadline for submitting all written questions, including the resubmission of any submitted for the pre-bid conference, which a prospective bidder desires to obtain the State’s written response for will be 4:00 p.m., HST on April 19, 2013. The State will provide final written responses to all written questions properly submitted by the April 19, 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 for or on the specified deadline of April 19, 2013, together with the State's final written responses, will be made available on the State website at www.hawaii.gov/dot/airports/doing-business/concession-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 for or on the April 19, 2013, deadline which shall be entitled "The State's Response to Written Concession Questions." This shall comprise the State's final response to the 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 posed on the web site at the address above before the date scheduled for receipt of sealed bid proposals.

4. **BID INTENT PACKAGE: NOTICE OF INTENTION TO BID, QUALIFICATION AND DBE QUESTIONNAIRES, 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, May 17, 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 prospective bidder.

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 five (5) years of experience in the past ten (10) years in managing and operating public automobile parking facilities with a minimum of 500 parking spaces with annual combined sales for such parking lot(s) or concession(s) in excess of Three Million Dollars (\$3,000,000.00).

If a bidder is a joint venture, each joint venture partner must have the minimum years of retail experience, and at least one partner must have the necessary experience in managing and operating public parking facilities with a minimum of 500 parking spaces.

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 questionnaire forms of the Bid Intent Package shall remain confidential as required by Section 102-3, Hawaii Revised Statutes ("HRS"). Questionnaires submitted by an unsuccessful bidder shall be returned after the Concession Agreement has been awarded.

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 Airports Division, Property and Business Development Office, Department of Transportation Inter-Island Terminal, Suite 700, Honolulu International Airport, 400 Rodgers Boulevard, Honolulu, Hawaii 96819-1880, at 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 CONCESSION FOR THE MANAGEMENT AND OPERATION OF THE AUTOMOBILE PARKING FACILITIES AT KAHULUI AIRPORT AND KAPALUA-WEST MAUI 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, and the Counties of Kauai, Maui, Hawaii and the City and County of Honolulu, 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 term is as set forth in the Concessionaire's Bid Proposal, and for each succeeding agreement year the MAG 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 the term of this Concession Agreement, fifty percent (50%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kapalua-West Maui Airport, fifty percent (50%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at the Heliport at Kahului Airport, and eighty per cent (80%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kahului Airport (other than the Heliport).

c. Upset Fee. The upset MAG for the first year of the Concession Agreement shall not be less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100s DOLLARS (\$1,500,000.00).

During the term of this Concession Agreement, the State may be constructing improvements to the airport terminal buildings and surrounding areas. As a result of construction projects, the State may require the Concessionaire under the Concession Agreement to consolidate, adjust, and modify its activities to accommodate the changes required by the construction.

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 first year of 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) Final 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 (1) Final Written Concession Questions, (2) Bid Intent Package, (3) the Bid Deposit or Bid Bond, or (4) Bid Proposal Package to the State due to mail or other delivery service delays. If any or all of the foregoing 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 five-year term of the Concession Agreement term is greater than that of all other 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 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 six (6) months of the MAG for the appropriate agreement year period 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 expiration.

In the event that a replacement Concession Bond or another Concession Bond is not received by the State at least twenty (20) days prior to the effective date and time of the bond cancellation or expiration, as stated, 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 an 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 reserves the right to provide parking areas, other than the Automobile Parking Facilities, to its employees, airlines, and other tenants and concessionaires incidental to their businesses at the Airport, with the understanding that the State will not grant a similar concession to anyone else during the term of the Concession Agreement, except to the extent provided in Appendix C, Concession Agreement, Article III (Management and Operating Rights).

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 March 2000 to May 2012. 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 Airports 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 Airports, 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 concession 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 other 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 ability to understand or understanding of 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, Question Submittal Form

17. APPENDICES

A. Bid Intent Package

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

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, Manuals 1 & 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 (List of Parking Revenue Control system Equipment
Purchased by Operator)

Appendix C, Attachment 8 (Operational Data Reports)

D. Concession Bond

ATTACHMENT 1 TO IB
HISTORY OF PASSENGER TRAFFIC

Airport statistical data on passenger counts are presented in the following table. .

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

<u>YEAR</u>	<u>INTER-ISLAND</u>	<u>OVERSEAS</u>	<u>TOTAL</u>
2000	4,227,603	1,974,791	6,202,394
2001	3,582,229	2,146,864	5,729,053
2002	3,184,904	2,231,599	5,416,503
2003	2,828,722	2,553,549	5,382,271
2004	2,719,863	2,784,981	5,504,844
2005	2,760,936	3,132,083	5,893,019
2006	2,959,385	2,731,491	5,690,876
2007	3,284,598	3,215,786	6,500,384
2008	2,754,726	2,709,061	5,463,787
2009	2,656,141	2,536,552	5,192,693
2010	2,448,604	2,898,090	5,346,694
2011	2,406,154	3,079,819	5,485,973
2012	2,682,938	3,241,636	5,924,574

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.

**KAHULUI AIRPORT
INTER-ISLAND/OVERSEAS PASSENGERS
(ENPLANEMENTS)**

<u>YEAR</u>	<u>INTER-ISLAND</u>	<u>DOMESTIC OVERSEAS</u>	<u>TOTAL</u>
2000	2,146,703	965,586	3,112,289
2001	1,809,602	1,067,849	2,877,451
2002	1,591,870	1,112,000	2,703,870
2003	1,414,088	1,271,118	2,685,206
2004	1,360,401	1,399,326	2,759,727
2005	1,388,108	1,561,924	2,950,032
2006	1,490,963	1,350,369	2,841,332
2007	1,646,386	1,588,606	3,234,992
2008	1,381,700	1,345,248	2,726,948
2009	1,333,276	1,260,577	2,593,853
2010	1,220,115	1,448,210	2,668,325
2011	1,194,285	1,543,388	2,737,673
2012	1,332,091	1,623,935	2,956,026

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.

KAPALUA-WEST MAUI AIRPORT
 INTER-ISLAND PASSENGERS
 (ENPLANEMENTS, DEPLANEMENTS)

<u>YEAR</u>	<u>ENPLANEMENTS</u>	<u>DEPLANEMENTS</u>	<u>TOTAL</u>
2000	61,695	60,966	122,661
2001	47,609	47,781	95,390
2002	N/A	N/A	82,513
2003	47,569	48,027	95,596
2004	N/A	N/A	102,579
2005	53,842	56,837	110,679
2006	61,041	64,013	125,054
2007	52,553	55,224	107,777
2008	59,939	59,624	119,563
2009	44,999	45,280	90,279
2010	40,236	40,391	80,627
2011	44,788	44,983	89,771
2012	42,549	42,028	84,577

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
AUTOMOBILE PARKING FACILITIES
KAHULUI and KAPALUA-WEST MAUI AIRPORTS

<u>Calendar Year</u>	<u>Kahului</u>	<u>Heliport</u>	<u>Kapalua</u>	<u>Total</u>
2001	\$2,291,985	\$161,509	\$32,407	\$2,485,901
2002	\$2,355,697	\$161,318	\$33,114	\$2,550,130
2003	\$2,331,911	\$177,236	\$34,943	\$2,544,090
2004	\$2,440,950	\$147,318	\$30,698	\$2,618,966
2005	\$2,690,758	\$145,521	\$30,383	\$2,866,662
2006	\$3,042,218	\$148,557	\$41,528	\$3,232,302
2007	\$3,201,775	\$131,055	\$41,859	\$3,374,688
2008	\$3,293,481	\$129,871	\$40,060	\$3,463,412
2009	\$3,098,443	\$109,548	\$28,019	\$3,236,010
2010	\$3,045,929	\$129,674	\$33,611	\$3,209,214
2011	\$3,276,433	\$146,324	\$41,664	\$3,464,422
2012	\$3,517,630	\$152,870	\$45,662	\$3,716,122

Bidders are advised that the foregoing information pertaining to reported gross receipts from the Management and Operation of the Automobile Parking Facilities at Kahului and Kapalua-West Maui Airports 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

QUESTION SUBMITTAL FORM

CONCESSION: MANAGEMENT AND OPERATION OF THE AUTOMOBILE
PARKING FACILITIES AT KAHULUI AIRPORT AND
KAPALUA-WEST MAUI AIRPORT

BIDDER'S NAME: _____

ADDRESS: _____

SUBMITTED BY: _____ TITLE: _____

TELEPHONE: _____ DATE: _____

QUESTION(S): _____

(Must be submitted by 4:00 p.m., April 19, 2013)

APPENDIX A

BID INTENT PACKAGE

CONCESSION FOR THE

MANAGEMENT AND OPERATION OF

THE AUTOMOBILE PARKING FACILITIES

AT KAHULUI AIRPORT AND

KAPALUA-WEST MAUI AIRPORT

ISLAND OF MAUI, 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
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 Concession for the Management and Operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui Airport, Island of Maui, State of Hawaii.

Attached hereto are the fully completed Qualification Questionnaire (Appendix A, Attachment 1), 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.

(NOTE: The Qualification Questionnaire shall be kept confidential as required by Section 102-3, Hawaii Revised Statutes)

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, and facsimile number 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 General Excise Tax (G.E.T.) License Number for taxation purposes:

Federal I.D. No.: _____

Hawaii General 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:

<u>Name</u>	<u>Address</u>	<u>Percentage Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Date of Organization: _____

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

D. Where Recorded _____
County State Date

E. Registered in Hawaii: Yes / No

If yes, as of what date: _____

F. If bidder is part of a parent organization or larger partnership or joint venture or any other form, provide an organizational chart showing bidder's position and position of general and/or limited partners and any other related or controlling entity.

6. If the bidder is a corporation or a limited liability company, answer the following:

A. When incorporated/formed: _____

B. In what state or 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 shares of stock or membership interests held by the following officers:

Officer	Name	Address	Shares 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	Shares of Stock or Membership Interests	% 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	Shares of Stock or Membership Interests	% 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 subsidiary.

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

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

7. If 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 requirement of at least five (5) years of experience within the past ten (10) years as an owner and operator of an Automobile Parking Management business which managed and operated at least three (3) public automobile parking facilities during each year of experience in the United States, having motor vehicular parking capacity of not less than five hundred (500) vehicle stalls per parking facility, with annual gross receipts in each qualifying year of not less than \$750,000.00 per public automobile parking facility, per year. Please follow the format set forth below for your response. The following information must be included:

A. Automobile Parking Management business experience as an owner and operator, specifically experience in managing and operating public automobile parking facilities located in the United States.

(1) Names, nature. For the past ten (10) years, the names and addresses of public automobile parking facilities located in the United States which were managed and operated by the bidder, together with a brief description of the nature and scope of such management and operation, including, without limitation, a description of the location and type of public automobile parking facilities managed and operated by the bidder (e.g. airport, harbor, port, transportation center, hotel, or other complex). If the experience claimed by the bidder is attributable to an entity other than the bidder, explain in detail how that experience qualifies the bidder to perform this Contract and meet the minimum qualification requirement.

(2) Period of public automobile parking facilities management and operation. Number of years (including dates of public automobile parking facilities management and operation) the bidder has managed and operated said public automobile parking facilities, and the nature of the bidder's relationship to the public automobile parking facilities (how managed and operated).

B. Gross receipts. Gross receipts derived or generated from the bidder's management and operation of each public automobile parking facility for each of the past five (5) years. If said Automobile Parking Management business has not operated for the past five (5) years, please provide the gross receipts for the years the business has been operating. If the bidder has owned another business within the last five (5) years, and is using that experience to meet the minimum qualification criteria, please provide the gross receipts for that business. For each of the qualifying years for said Automobile Parking Management business and/or other businesses, each bidder must attach evidence of such gross receipts by way of an Audited Statement of Revenues of the bidder

named in this Qualification Questionnaire, prepared by a licensed, independent, certified public accountant, provided that an unaudited Statement of Revenues may be submitted for the bidder's current operating year and the immediate prior operating year. Unaudited Statements of Revenues for the bidder's current year and immediate prior operating year must be accompanied by the signed statement from the bidder's licensed, independent, certified public accountant attesting that the Audited Statement of Revenues has not been prepared and completed for such years.

C. Ownership and operational experience. Each bidder must provide evidence of ownership and operational experience for each of the qualifying years, which evidence must be reasonably satisfactory to the Department. 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(s), corporate articles/bylaws, share certificates, etc.

(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) (hereinafter referred to collectively as 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 Department on a condensed or similar summary basis. For example, the submission of a condensed statement of assets, liabilities, and partners 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 Section 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 prescribed and set forth in the preceding Section 8.C.(2), for each year that the corporation, limited liability company, partnership, or joint venture existed; and

[2] Interest holders. Audited Financial Statements, as required pursuant to the preceding Section 8.C.(2), for the period 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 owns or 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 owns or holds 10% or more of the outstanding membership interests in a limited liability company);

c) For each general partner, managing partner, and partner owning, 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.

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

E. Landlords. Provide the names, addresses, and telephone numbers of owners, landlords and property managers for all operations listed in the preceding applicable sections.

9. References.

A. Non-affiliated businesses. Attach reference letters from at least three non-affiliated business owners.

B. Prior landlords. Attach reference letters from at least three (3) previous owners/landlords, if any.

C. Bidder's management experience. Contents of the reference letters required by the preceding Sections 9.A and 9.B herein, shall include information directly related to the bidder's ownership, management, and operational experience in the Automobile Parking Management business.

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

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

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

NAME OF BIDDER: _____

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

Subscribed and sworn to before me this
_____ day of _____, 2013.

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

Doc. Description: _____
No. of Pages: _____

Notary signature

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. 2012) 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 and the U. S. Internal Revenue Service 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 and the U. S. Internal Revenue Service 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 each of the county governments within the State of Hawaii, which certificate shall verify that all real property taxes, special assessments, or other obligations of the bidder have been paid to the respective county.

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.

STATE OF HAWAII — DEPARTMENT OF TAXATION
**INSTRUCTIONS FOR FORM A-6
TAX CLEARANCE APPLICATION**

(NOTE: References to “married”, “unmarried”, and “spouse” also means “in a civil union”, “not in a civil union”, and “civil union partner”, respectively.)

GENERAL INSTRUCTIONS

- This form is used to obtain a **State Tax Clearance**. (If you are reporting a bulk sale of business assets, you must also complete and attach Form G-8A, Report of Bulk Sale or Transfer.)
- This form may only be used to obtain a **Federal Tax Clearance** for the purpose of liquor licensing.
- The current version of Form A-6 must be used. Type or print clearly with a pen. After approval, the front page of the application will be your tax clearance certificate.
- Applications (Form A-6) are available at Department of Taxation and Internal Revenue Service (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. This form can be downloaded from the Department of Taxation's website (www.hawaii.gov/tax).
- Vendors selling goods and services to state, city, or county agencies **must** register with the Hawaii Compliance Express and have their tax clearance status available on-line for all state, city, or county contracts. For more information, go to <https://vendors.ehawaii.gov>.

LINE-BY-LINE INSTRUCTIONS

Line 1 — Applicant Information

Applicant's Name. — Enter your legal name. The name appearing on your application must match the name on file with the State Department of Taxation, IRS, and, if applicable, the State Department of Commerce and Consumer Affairs.

Address. — Enter the address to which correspondence regarding this application for tax clearance should be mailed. In most cases, the address should be that which is on file with the Department of Taxation and/or IRS.

DBA (Doing Business As)/Trade Name. — If you have a trade or business name which is different from your legal/registered name, enter that name here.

Line 2 — Tax Identification Numbers

Hawaii Tax ID #. — Enter your Hawaii tax identification number. Enter “NONE” if you do not have one.

Federal Employer ID #. — Enter your 9-digit federal employer identification number (FEIN). Enter “NONE” if you do not have one.

Social Security #. — If you are an individual/sole proprietor, enter your social security number (SSN).

Line 3 — Applicant is a/an

Check the box which best describes your entity type.

If you are a Single Member LLC disregarded as separate from the owner, enter the owner's FEIN/SSN in the space provided.

If you are a Subsidiary Corporation, enter the parent corporation's name and FEIN in the space provided.

Line 4 — The Tax Clearance is Required For

Check the box(es) which correspond to your reason(s) for obtaining the tax clearance. The asterisk (“*”) indicates the reason for which a state and federal clearance is required.

Check the “Other” box if you are required to obtain a tax clearance for the credit for school repair and maintenance or for the purchase of cigarette tax stamps at the reduced rate.

Line 5 — No. of Certified Copies Requested

Enter the number of certified copies you are requesting. Please retain the copy of the tax clearance that is stamped with the green certification stamp. When you require additional copies prior to the expiration date of the tax clearance certificate, submit the copy of the tax clearance that is stamped with the green certification stamp with a request for the number of copies required. Each copy will bear an original green certified copy stamp. Photocopies of the original green certified copy stamped Form A-6 will be invalid.

Line 6 — Signature

Signature. — The application must be signed by an individual/sole proprietor/owner, trustee, executor, corporate officer (president, vice-president, secretary, treasurer, etc.) or general partner or member. An employee of your company or authorized agent may sign the application if he/she possesses a valid power of attorney. Power of attorney forms are available at the Department of Taxation (Form N-848) and IRS (Form 8821 or Form 2848) as indicated on page 1 of the application. Unsigned or unauthorized signatures on applications will be returned.

Print Name. — Enter the name of the person signing the application.

Print Date/Telephone/Fax/Title. — Enter the date the application is signed, and the telephone/fax number which the Department of Taxation or IRS can call during business hours should any questions arise while processing the application for tax clearance. Also enter the title of the person signing the application.

Line 7 — Liquor Licensing

For liquor licensing purposes, indicate whether you are applying for an initial liquor license, renewing your current liquor license, transferring a liquor license, or applying for a one time special event license.

Please Note: If you are renewing your liquor license or transferring the business to another entity (or person), the federal tax clearance requires compliance with the Bureau of Alcohol, Tobacco, and Firearms (ATF).

Line 8 — Contractor Licensing

Indicate whether you are applying for your initial contractor's license or renewing your current license.

Line 9 — State Residency

Enter the date you arrived in the State of Hawaii or returned to the State of Hawaii if your reason for applying is residency status.

Line 10 — Accounting Period

If you file your tax returns on a calendar year basis (1/1 — 12/31), check the first box. If you file your tax returns on a fiscal year basis other than a calendar year, check the second box, and enter the month and day your fiscal year ends. For example, a corporation whose tax year is July 1st through June 30th would write “06/30” on the line provided.

Line 11 — Tax Exempt Organization

If you are a tax exempt organization, you must enter the Internal Revenue Code section that applies to your exempt status. For example: IRC §501(c)(3). Also, you must answer the questions in this section.

Line 12 — Individual

If you are an individual/sole proprietor who is married, enter your spouse's name and social security number on the lines provided.

Line 13 — If You Do Not Have a General Excise Tax License and Require a Tax Clearance

If you do not have a general excise tax license and require a tax clearance, you must complete this section. Contact the State Department of Taxation if you have additional questions. Refer to page 2 of Form A-6 for the telephone number or mailing address.

Filing the Application for Tax Clearance

Applications may be submitted either in person, fax, by mail, or electronically. Mailing addresses and other contact information for the State Department of Taxation and the IRS are provided on page 2 of the application.

A “mailed-in” tax clearance application generally takes **10 - 15 business days** to process.

If all required returns have been filed and all required taxes, penalties, and interest have been paid, a “walked-in” tax clearance to any district tax office will generally be processed the same business day.

Form A-6 also can be filed electronically through the State's Internet portal. An electronically filed tax clearance application generally takes **10 - 15 business days** to process. For more information, go to www.ehawaii.gov/efile.

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION

Form A-6 can be filed electronically. See Instructions.
A tax clearance must be obtained through Hawaii Compliance Express for all state, city, or county government contracts. See Instructions.

(NOTE: References to "married", "unmarried", and "spouse" also means "in a civil union", "not in a civil union", and "civil union partner", respectively.)

1. **APPLICANT INFORMATION:** (PLEASE TYPE OR 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
- INDIVIDUAL
- LIMITED LIABILITY COMPANY
- Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____
- Subsidiary Corporation; enter parent corporation's name and FEIN _____
- S CORPORATION
- PARTNERSHIP
- LIMITED LIABILITY PARTNERSHIP
- TAX EXEMPT ORGANIZATION
- ESTATE
- TRUST

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

- REAL ESTATE LICENSE
- FINANCIAL CLOSING
- HAWAII STATE RESIDENCY
- SUBCONTRACT
- OTHER _____
- CONTRACTOR LICENSE
- PROGRESS PAYMENT
- FEDERAL CONTRACT
- LOAN
- LIQUOR LICENSE *
- BULK SALES**
- PERSONAL

* 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

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

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.

APPENDIX B

BID PROPOSAL PACKAGE

CONCESSION FOR THE MANAGEMENT AND OPERATION OF
THE AUTOMOBILE PARKING FACILITIES

AT KAHULUI AIRPORT AND

KAPALUA-WEST MAUI AIRPORT

ISLAND OF MAUI, 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 Concession for the Management and Operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui Airport on the Island of Maui, 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 total minimum annual guaranteed fee offered to the State for the first (1st) year term of the Concession Agreement.
2. The minimum annual guaranteed fees for the Second (2nd) Agreement Year, Third (3rd) Agreement Year, Fourth (4th) Agreement Year, and Fifth (5th) Agreement Year must be determined separately when due as prescribed in the Concession Agreement. On the Total Bid Proposal form (Appendix B, Page B-4), the minimum annual guarantee for the First (1st) Agreement Year is written in words under the first column labeled "Minimum Annual Guaranteed (MAG) Fee (Written in Words)." The corresponding MAG dollar amount for the first agreement year is then written in numerals in the second column of the Total Bid Proposal form which is labeled "MAG Dollar Amount (in Numerals)." The MAG dollar amount is then entered as the "Total Bid Proposal" amount at the bottom of the Total Bid Proposal form.

3. The qualified Bidder whose "Total Bid Proposal" (total minimum annual guaranteed fee) offered in its Bid Proposal to the State is greater than each of 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 comparisons 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 of the term of this Concession Agreement, as set forth in the Concessionaire's Bid Proposal, and the minimum annual guaranteed fee for each succeeding concession 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
 - (2) Percentage Fee. Fifty percent (50%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kapalua-West Maui Airport, fifty percent (50%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at the Heliport at Kahului Airport, and eighty percent (80%) of the Concessionaire's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kahului Airport (other than the Heliport).

TOTAL BID PROPOSAL

<u>MINIMUM ANNUAL GUARANTEED (MAG) FEE</u> <u>(Written in Words)</u>	<u>MAG DOLLAR AMOUNT</u> <u>(in Numerals)</u>
---	--

FIRST (1ST) AGREEMENT YEAR

_____ DOLLARS \$ _____

TOTAL BID PROPOSAL DOLLARS: \$ _____

NOTE: THE MAG FEE FOR THE AGREEMENT YEAR SHOULD BE ROUNDED TO THE NEAREST DOLLAR AMOUNT. THE MAG FEE FOR THE FIRST AGREEMENT YEAR SHALL NOT BE LESS THAN ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00).

As part of this 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 (Bid Deposits) 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
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: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally
appeared _____ to me known to be the
person(s) described in and who executed the foregoing instrument, and acknowledged that _____
executed the same as _____ 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)

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 for the Management and Operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui 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)

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TO
CONCESSION AGREEMENT

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TO
CONCESSION AGREEMENT

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EXHIBIT A - MAP OF KAHULUI AND KAPALUA-WEST MAUI AIRPORTS
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- ATTACHMENT 2 - TENANT IMPROVEMENT GUIDELINES, MANUALS 1 & 2
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ATTACHMENT 6 - DEPARTMENT OF TRANSPORTATION SUBLEASE EVALUATION POLICY
ATTACHMENT 7 - LIST OF PARKING REVENUE CONTROL SYSTEM EQUIPMENT PURCHASED BY OPERATOR
ATTACHMENT 8 - OPERATIONAL DATA REPORTS

CONCESSION AGREEMENT
FOR THE MANAGEMENT AND OPERATION
OF THE
AUTOMOBILE PARKING FACILITIES
AT
KAHULUI AIRPORT AND KAPALUA-WEST MAUI AIRPORT
KAHULUI AND MAHINAHINA, ISLAND OF MAUI
STATE OF HAWAII

This Concession Agreement, made and entered into this _____ day of _____, 2013, by and between the STATE OF HAWAII, by its Director of Transportation, hereafter referred to as the "STATE," and _____, a _____ authorized to do business in the State of Hawaii, whose business and post office address is _____ (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, the State, pursuant to Chapters 171, 261 and 263 of the Hawaii Revised Statutes (hereinafter referred to as "HRS"), 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, Kahului Airport and Kapalua-West Maui Airport (herein after referred to as the "Airports") contains public property set aside for parking lot operations; and

WHEREAS, the State has solicited bid proposals for the management and operation of the Automobile Parking Facilities at the Airports on the Island of Maui in the State of Hawaii (hereinafter referred to as "Concession"); and

WHEREAS, bid proposals were received from qualified bidders, which were carefully analyzed and fully reviewed, and the State determined that the Operator was the high responsible bidder and awarded this Concession Agreement (hereafter the "Contract") for the management and operation of certain public property set aside for parking lot operations (hereinafter referred to as "Automobile Parking Facilities") at the Airports, and

WHEREAS, the Operator desires to secure and enter into this Contract in accordance with the terms and conditions contained herein and its proposal, and agrees to provide equipment and services of the type and character required by the State to meet the needs of air travelers, passengers, visitors, customers and other users of the Airports; and

WHEREAS, the State desires to enter into this Contract for the management and operation of the Automobile Parking Facilities at the Airports;

NOW, THEREFORE, for and in consideration of the premises, and of the mutual agreements, covenants, provisions, requirements, restrictions, terms, and conditions hereinafter contained to be kept and performed by the State and the Operator, respectively, and other valuable consideration, the State and the Operator DO HEREBY AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

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

- A. “ADA” means Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq.
- B. “ADAAG” means United States Access Board’s ADA Accessibility Guidelines for Buildings and Facilities, Transportation Facilities, and Transportation Vehicles.
- C. “Airports” means Kahului Airport and Kapalua-West Maui Airport, as shown on Exhibit A-1 and Exhibit A-2, respectively, which are attached hereto and hereby made a part hereof.
- D. “Assignment Policy” means The Department of Transportation Assignment of Lease and Premium Evaluation Policy, attached hereto as Attachment 5, and any future amendments or changes thereto.
- E. “Automobile” means any device by which any person or property may be propelled, moved or drawn upon a highway or public street, notwithstanding that the popular name of such device is other than “automobile.”
- F. “Automobile Parking Facilities” means the public property set aside for public and employee parking lot operations at the Airport as described in Article III and as shown on Exhibit B hereof, which may be amended from time to time without formal amendment hereto.
- G. “BEA” means Baseline Environmental Assessment as set forth in Article XVI.C.1. (Baseline and Concluding Environmental Assessments) hereof.
- H. “CEA” means Concluding Environmental Assessment as set forth in Article XVI.C.1. (Baseline and Concluding Environmental Assessments) hereof.
- I. “Commencement Date” means 12:01 a.m. on _____.
- J. “Concession” means the management and operation of the Automobile Parking Facilities at the Airports.

K. “Concession Fee” means the greater of the Percentage Fees or the Minimum Annual Guarantee, as described in Article VI. (Payment and Reporting Requirements) hereof.

L. “Contract” means the documents, which together shall cover the management and operation of the Automobile Parking Facilities at the Airports, consisting of this Contract document and the attachments hereto.

M. “Contract Documents” means the documents, which together shall cover the management and operation of the Concession at the Airport, consisting of: (1) Notice to Bidders, (2) Instructions to Bidders, (3) Bid Intent Package, including the Notice of Intention to Bid, (4) Bid Package, including the Bid Proposal, (5) the Contract, (6) the Concession Bond, and (7) all other appropriate attachments (hereafter collectively the “Contract Documents”).

N. “Contract Year” means each twelve (12)-month period during the term of this Contract.

O. “County” means the County of Maui.

P. “CPA” means a Certified Public Accountant.

Q. “DBE” means Disadvantaged Business Enterprise.

R. “Delinquent Payment” means any payment of fees, interest charges and/or other charges or amounts payable by the Operator to the State, which are not paid when due, as prescribed in Article VI. (Payment and Reporting Requirements) of this Contract.

S. “Director” means the Director of Transportation, State of Hawaii, or his designated representative.

T. “Disadvantaged Business Enterprise” 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, one 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 the State of Hawaii Department of Transportation as a Disadvantaged Business Enterprise.

U. “DOH” means the State of Hawaii Department of Health or its successor department or agency.

V. “DOT-A” means the State of Hawaii Department of Transportation – Airports Division or its successor department or agency.

W. “Environmental Laws” means 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 and of the DOH.

X. “Environmental Preservation Guidelines” means the manual (Attachment 3) prepared by the State which details the policies and procedures applicable to the decor of tenant improvements at the Airport visible to the public, including any subsequent amendments thereto adopted by the STATE.

Y. “EPA” means the U.S. Environmental Protection Agency, or its successor agency.

Z. “FAA” means the Federal Aviation Administration, or its successor agency.

AA. “Governor” means the Governor, State of Hawaii, or his/her designated representative.

BB. “Guests” means licensees, permittees, Airport tenants, Airport employees, vendors, visitors, providers of utilities and other services, customers, invitees and patrons.

CC. “HAR” means Hawaii Administrative Rules.

DD. “Hazardous Substance” means any chemical, substance, radioactive materials, 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 Laws to be hazardous to human health or safety or detrimental to the environment. This term includes, but is not 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.

EE. “HRS” means Hawaii Revised Statutes.

FF. “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.

GG. “Land Board” means the Board of Land and Natural Resources of the State of Hawaii.

HH. “NPDES” means National Pollutant Discharge Elimination System.

II. “Operator” means the entity awarded this Contract.

JJ. “Operator’s Plans” means all designs, plans, specifications, drawings, cost estimates, schedules and timetables for and relating to construction and installation of Improvements and Personal Property at the Airport by the Operator.

KK. “Personal Property” means any and all of Operator’s trade fixtures, office and business furnishings, decorations, signs, equipment and furniture, draperies, movable display cases and shelves, movable appliances and drinking fountains, communication instruments (including, without limitation, any and all telephones, radios, telegraph equipment, facsimile and copier machines, computers, file servers and other related equipment, cellular phones, and televisions) and antennas, window air conditioning units, portable heaters, and other similar articles or chattels not firmly or permanently affixed to the Premises, the Automobile Parking Facilities or elsewhere at the Airport.

LL. “PRCS” means Parking Revenue Control System.

MM. “Premises” means the areas at the Airport as described in Article IV. (Premises and Use) and as shown on Exhibit C-1 hereof.

NN. “Records” means Operator’s 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, without limitation, 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.

OO. “SPCC Rules” means Spill Prevention Control and Countermeasure Rules.

PP. “SPCC Plan” means Spill Prevention Control and Countermeasure Plan.

QQ. “State” means the State of Hawaii, by and through its Director of Transportation.

RR. “Sublease Evaluation Policy” means the Department of Transportation Sublease Evaluation Policy, attached hereto as Attachment 6, and any future amendments or changes thereto.

SS. “Tenant Improvement Guidelines” means the manual (Attachment 2) prepared by the State which details specifications and guidelines to be adhered to for all improvements, additions, and renovations made by the Operator to the Premises, including any subsequent amendments thereto adopted by the State.

TT. “TSA” means the U.S. Department of Homeland Security, Transportation Security Administration, or its successor agency.

UU. “U.S.” means the United States of America.

ARTICLE II. CONTRACT STANDARDS

A. Foundation. This Contract sets forth the obligations and privileges of the Operator with respect to the management and operation of the Concession at the Airport.

B. Limitation. The Concession awarded hereunder confers upon the Operator the exclusive right and obligation, except as otherwise stated herein, to manage and operate the Automobile Parking Facilities Concession at the Airports in accordance with the terms and conditions of this Contract.

ARTICLE III. MANAGEMENT OPERATING RIGHTS

Subject to all of the terms and conditions of this Contract, the Operator obligates itself to manage and operate the Automobile Parking Facilities at various locations within the Airport, as shown on Exhibits B-1, B-2 and B-3, hereafter collectively referred to as “Exhibit B”. In the event of any change of the Automobile Parking Facilities to be managed and operated by the Operator, as determined by the State, a revised Exhibit B will be substituted herein without formal amendment hereto. The Operator hereby undertakes and agrees to perform all of the services provided for herein in connection with the operation of said Automobile Parking Facilities.

State reserves the right to: (1) to add or delete metered parking spaces, parking areas, and the number of parking entrances and exits at various locations on the Airport; (2) construct additional Automobile Parking Facilities to accommodate anticipated future Automobile parking requirements at the Airport; (3) decrease, alter, adjust or restrict the size and/or use of all or any part of the Automobile Parking Facilities, and any additional Automobile Parking Facilities which may hereafter be made available; (4) add lighting or security Improvements which are necessary for the safe operation of the Automobile Parking Facilities; (5) implement an electronic payment program; (6) establish a pre-cashiering system; (7) establish a reserved parking program; (8) designate portions of the Automobile Parking Facilities for valet service to be managed and operated by Operator or a third party sub-Contractor; and (9) provide shuttle vehicle service to the Automobile Parking Facilities by the State or through a State-designated sub-Contractor. The exercise of any or all of the foregoing reserved rights shall be in the sole discretion of the State and may be exercised by the State at any time during the term of this Contract by giving to Operator thirty (30) days advance notice in writing of State’s intention to do so, unless such change or adjustment is necessitated by governmental actions or security concerns, or urgent Airport needs in which case notice may be shorter. The number of

Automobile parking spaces shown on Exhibit D, which is attached hereto and hereby made a part hereof, is only an approximation of the present number of spaces, is given only for general information purposes, and does not constitute an agreement or warranty on the part of the State that the same number of spaces will be available at all times during the term hereof.

Regarding the Automobile Parking Facilities, the State shall have the right to reserve the Automobile parking spaces thereon, change or rearrange the entrances and exits, temporarily or permanently use such portions thereof as are necessary for the making of improvements and repairs to said Automobile Parking Facilities, for the maintenance of facilities on said Automobile Parking Facilities, and for the installation of Improvements, service roads, or other facilities necessary for the operation and maintenance of the Automobile Parking Facilities or other areas at the Airport, as determined by the State, all in furtherance of the State's obligations in the promotion and accommodation of air commerce and transportation. Nothing herein shall be deemed to be a leasing of the Automobile Parking Facilities, or the areas shown on Exhibit B, to the Operator. The Operator is only granted herein the right, privilege, and obligation to operate, manage, and maintain said Automobile Parking Facilities, the State retaining unto itself the ownership and possession thereof.

The State further reserves the right to provide parking areas, other than the Automobile Parking Facilities as shown on Exhibit B to its employees, airlines, and other tenants and concessionaires incidental to their businesses at the Airport, with the understanding that the State will not award a similar Concession to a competitor of the Operator, except as otherwise stated herein. The State also reserves the right to provide substitute areas to the Operator in the event that any portion of the Automobile Parking Facilities is closed.

In the event the State determines that valet parking services are to be made available to patrons of the Automobile Parking Facilities, the State will offer Operator a first right of refusal opportunity, under terms and conditions proposed by the State, to provide such valet parking services, whereupon Operator shall have fifteen (15) calendar days from receipt of a written request from the State for a response, to provide written notice to the State of whether it accepts or declines the State's offer to provide such valet parking services at the Airport under the terms and conditions prescribed by the State. Operator's failure to provide such written notice to the State within fifteen (15) days will be considered as Operator's rejection of the opportunity to provide valet parking services at the Airport during the remaining term of the Contract, whereupon State may offer another Operator(s) the opportunity to provide valet parking services at the Airport during the remaining term of this Contract on such terms and conditions as are determined by the State.

ARTICLE IV. PREMISES AND USE

In connection with the obligation to manage and operate the Automobile Parking Facilities at the Airport, the Operator shall have the exclusive right to use those certain areas

hereinafter called the "Premises" at the Airport described as follows and as shown on Exhibit C-1:

Space No. 001-122, Exit Plaza, containing an area of approximately 1,560 square feet.
Building 107, Exit Plaza Office, containing an area of approximately 288 square feet.

The Premises shall be used solely to conduct business specifically associated with and in furtherance of the administration and operation of this Concession, and shall not be used for any other purposes.

The State reserves the right to change the locations and/or adjust (i.e., increase or decrease) the number of such locations at any time during the term of this Concession upon thirty (30) days advance written notice to Operator, unless such change or adjustment is necessitated by governmental actions or security concerns, or urgent Airport needs, in which case notice may be shorter. In the event of any change of the Premises assigned to the Operator, a revised Exhibit C-1 will be substituted herein without formal amendment hereto.

The State has a project to construct a consolidated car rental facility (facility) at Kahului Airport on land adjacent to the main public parking lot. The project is expected to commence during the term of this Contract and is expected to have some impact on the existing parking lot. Such impact may include 1) loss of some parking spaces, 2) reconfiguration of the parking lot entry, and 3) reconfiguration of the parking lot exit. As part of the facility project, a number of employee parking stalls may be located on the upper level of the facility and may be added to the parking inventory of the Concession.

Except as otherwise stated herein, the State shall not be responsible, and the Operator shall have no claim against the State, for any costs or expenses incurred by the Operator in relinquishing or relocating from any portion of the Premises or in adding new locations. All Premises provided hereunder shall be provided to the Operator in "as-is" condition. This Contract allows the Operator to operate this Concession from the Premises. At the cancellation or termination of this Contract, Operator agrees to peaceably relinquish the Premises to the State in accordance with Article V. (Term) and Article XV. (Surrender of Premises and Use of the Automobile Parking Facilities).

ARTICLE V. TERM

A. Term. Unless sooner terminated pursuant to Article XXI. (Termination by the State) or Article XXIV. (Termination by the Operator), or extended pursuant to Article V.B. (Holdover) hereof, the Operator shall have the right to operate this Concession at the Airport upon the terms and conditions herein set forth for a term of five (5) years, commencing at 12:01 a.m. on _____, (referred to herein as the Commencement Date), and expiring at 12:00 midnight on _____.

B. Holdover.

1. State's decision. The State may, but shall not be obligated to, permit the Operator to holdover on or at the Premises, and continue to manage and operate the Automobile Parking Facilities, beyond the expiration of this Contract, subject to the terms and conditions set forth herein. In making its decision on whether to permit such a holdover, the State may consider any circumstances impacting thereon, including, without limitation: (1) the benefits and costs to the State of permitting such a holdover; (2) conditions under which a delay in putting 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 from the end of this Contract and the start of a new agreement; (4) renovations of the Airport 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 Operator in writing of the State's offer of a holdover tenancy. Within thirty (30) days of receipt of the State's notice, the Operator shall notify the State in writing as to the Operator's acceptance of said holdover tenancy. If the Operator fails to so notify the State in writing within said thirty (30) day period, the Operator 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 Operator to hold over and operate from, at, and upon the Premises and manage and operate the Automobile Parking Facilities, in accordance with this Article V. (Term), for a period not to exceed one (1) year from the date of expiration.

3. Holdover terms.

a. Month-to-month tenancy. If the State permits the Operator to holdover on or at the Premises, and continue to manage and operate the Concession, such a holdover shall not be deemed a renewal or extension of this Contract, but shall create a month-to-month tenancy on the same terms and conditions of the Contract in effect immediately prior to the commencement of the holdover (hereinafter referred to as the "Holdover Start"), unless modified as deemed necessary by the State. Such modifications may include, but are not limited to, the Operator's obligation to: (1) pay to the State the Concession Fee, rents and other charges in effect at the Holdover Start; (2) furnish and maintain a sufficient Performance Bond and adequate insurance coverage in accordance with the terms of this Contract in effect at the Holdover Start; and (3) provide defense, indemnity, and liability protection to the State as required by the terms of the Contract in effect at the Holdover Start.

b. Modifications. The Operator's obligation to pay the Concession Fee, rents and other charges in effect at the Holdover Start shall, at a minimum, be modified as follows: The State may, upon thirty (30) days prior written notice, after the Holdover Start, increase or otherwise amend the Concession Fee, rents and other charges payable by the Operator to the State; provided, however, that the Operator may terminate this Contract upon thirty (30) days prior written notice in the event the State increases or otherwise amends the Concession Fee after the Holdover Start.

ARTICLE VI. PAYMENT AND REPORTING REQUIREMENTS

A. Payment to the State.

1. Annual Concession Fee. The Operator shall pay to the State, without notice or demand, as and for the use of the Automobile Parking Facilities and the Premises and for the privilege of conducting the Concession at the Airport, for and during the term of this Contract, free from any and all claims, deductions and set offs against the State, and at such times and in such manner as hereinafter provided for the Term of this Contract, the annual Concession Fee, which shall be the greater of the Percentage Fees or the MAG.

a. MAG. The minimum annual guaranteed fee for the first year of the term of this Contract, as set forth in the Operator's Bid Proposal, thereafter, 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. The percentage fee shall be the sum of the following:

(1) Kapalua-West Maui Airport. Fifty percent (50%) of the Operator's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kapalua-West Maui Airport.

(2) Heliport at Kahului Airport. Fifty percent (50%) of the Operator's annual gross receipts generated from, related or attributable to, or connected with the Concession at the Heliport at Kahului Airport.

(3) Kahului Airport (other than the Heliport). Eighty percent (80%) of the Operator's annual gross receipts generated from, related or attributable to, or connected with the Concession at Kahului Airport (other than the Heliport).

2. Space Rents.

a. Initial Allocation. The State shall assess the Operator for the use of the Premises provided at the commencement of the Contract ("Initial Allocation") out of the Concession Fee payable by the Operator to the State hereunder, except as stated in Article VI.A.2.b. (Additional Space) below. The State has determined the current total annual space rent for the Initial Allocation is \$36,475.20, in accordance with the following space rental rates, building and exit plaza space rate of \$20.40 per square foot per annum. Such rates are subject to adjustment by the State from time to time upon thirty (30) days prior written notice to Operator.

b. Additional Space. Rent for any additional Premises provided to the Operator as a result of Operator's request shall be calculated according to the formula above, but shall not be taken out of the Concession Fee payable by the Operator to the State but shall constitute additional rent due and payable to the State at those same rates as referenced in Article VI.A.2.a. (Initial Allocation) above.

Any additional Premises from or on which the STATE requires the Operator to operate the Concession shall be provided without rent.

B. Other Modes of Transportation. All fees and payments required of the Operator by this Contract shall be paid by the Operator, without diminution or abatement, regardless of the existence or creation of any alternate 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 Operator hereby waives any and all claims, present or future that it may possess against any public, quasi-public, and private bodies, including the State, because of the existence or creation of said alternate mode(s) of transportation.

C. Gross Receipts. The term "gross receipts" as used in this Article shall include all parking fees and charges received by or due to Operator from the operation of the Concession, including cash or credit card receipts, regardless of actual collection in the case of the latter, including, but not limited to, gross receipts from parking meters, coin machines, and public and employee parking charges, without any deduction of taxes. Any shortages in revenues collected by the Operator shall be the responsibility of the Operator and shall not be deducted from gross receipts. Gross receipts shall include any administrative or operational fees assessed to users by Operator due to the issuance and maintenance of monthly access cards. Gross receipts shall not include refunds to customers if, in the State's sole opinion, the basis of the refund is not the Operator's negligence or error or, other reason agreed to by the State. Gross receipts for payments by credit cards shall be the net amount after bank-assessed credit card service charges are deducted. Gross receipts shall be subject to the Percentage Fees as identified in Article VI.A.1. (Annual Concession Fee) above.

The Operator shall not be credited with, nor allowed any reduction in gross receipts which results from any arrangements for a rebate, kickback, or hidden credit given or allowed to any patron.

All gross receipts and fees as defined herein and received by Operator in its operation of the Concession shall be deposited by the end of the next business day in a special account at a local financial institution on terms satisfactory to the Director.

D. Handling of Parking Fees. The gross receipts for parking at all locations under this Contract are public funds of the State and shall be deemed to be held in trust by the Operator while the funds are in the Operator's custody and control. If any of the gross receipts are lost, stolen or otherwise unlawfully removed from the control of the Operator, the Operator shall

continue to be responsible, except where such loss or theft is the result of an external action which does not involve any employee of the Operator, such as armed robbery, or does not result from the inadequacy of internal fiscal controls or condition(s) associated with the performance of employees or oversight and management by the Operator. The Operator shall deposit (in the financial institution account designated by the State) within two (2) business days of the discovery of such loss, theft or unlawful removal, a sum that covers said loss, theft or Operator's unlawful removal of any gross receipts.

E. Reports.

1. Gross Receipts Reports. The Operator, at Operator's own expense, shall submit to the State on or before the twentieth (20th) day after the close of each calendar month of the term hereof, including the twentieth (20th) day of the month following the end of the Contract by expiration or sooner termination, at the place fixed by the State for payment, a written statement, using forms prescribed or approved by the Director, to be certified as correct by the Operator, or by a person duly authorized by the Operator to so certify, showing in accurate detail the daily and monthly amount of gross receipts from its management and operation of the Concession for the preceding month ("Gross Receipts Reports"). The Operator shall include such supporting documentation with its Gross Receipts Reports as may be required by the State from time to time. The State further reserves the right to require Operator to submit further reports relating to the components of Operator's gross receipts, e.g., cash and check collections, credit card receipts, collection overages and shortages, overcharges and undercharges, reduced rate collections, validated (no fee) tickets, etc., from the Concession as the State may require in its sole discretion.

2. Annual Audit. The Operator, at Operator's own expense, shall further submit to the State on or before the ninetieth (90th) day following the end of each Contract Year of this Contract, including the ninetieth (90th) day following the end of this Contract by expiration or sooner termination, at the place fixed by the State for payment, an audited report of monthly Gross Receipts and percentage fees separately stating its and each sub-tenant's Gross Receipts, containing an opinion, prepared and attested to by an independent licensed certified public accounting firm. The audited report shall include a schedule of monthly gross receipts and percentage fees paid to the State under this Contract, prepared in accordance with Generally Accepted Auditing Standards.

The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Contract. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Contract for the period of examination. Each audit and examination shall cover the period of this Contract. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the State.

3. Operational Data Reports. In addition to the Gross Receipts Reports referenced above, the Operator, at Operator's own expense, shall submit to the State on or before the twentieth (20th) day after the close of each calendar month of the term hereof, including the twentieth (20th) day of the month following the end of this Contract by expiration or sooner termination, at the place fixed by the State for payment, those other written statements as required by Attachment 7 hereto, which is incorporated by reference herein and is subject to change from time to time at the State's sole discretion without formal amendment hereto. Such written statements shall be certified as correct by the Operator, or by a person duly authorized by the Operator to so certify.

4. Disadvantaged business enterprise monthly reports. If Operator 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, the Premises, or the Automobile Parking Facilities at the Airport, Operator 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 Contract, including the twentieth (20th) consecutive, calendar day of the month following the end of the Contract 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 Operator by DBEs; and (4) the value or consideration paid by Operator to each DBE for such goods and/or services.

5. Reporting Form and Style. The written statements referred to herein shall be in such form and style and contain such details and breakdowns as the State may require. The State reserves the right to require that any or all such reports be submitted to the State in electronic format compatible with software utilized by the State, as disclosed to Operator prior to commencement of this Contract. The State will consult with the Operator at least thirty (30) days in advance of any changes in or to the electronic format of the reports to be submitted by the Operator.

6. State's Right to Prepare. Without prejudice to any remedies herein provided for such default, after seven (7) days' advance written notice to the Operator, if the Operator shall fail to promptly furnish any monthly or annual report or statement required hereunder, the State may have any such report or statement prepared on the Operator's behalf by an accountant to be selected by the State, at the sole cost and expense of the Operator. The Operator shall furnish to such accountant all Records requested for the purpose of preparing such reports, and the Operator shall pay immediately to the State, upon notice from the State, all expenses incurred by the State in securing and obtaining such Records and having such reports or statements prepared.

7. Estimate of Percentage Fees. In the event that Records have not been prepared and kept in accordance with the provisions set forth herein, the State may make

assessments upon the Operator, by recourse to such procedures selected by the State, which would produce a reasonable gross receipts estimate upon which the Percentage Fees may be computed, and the State shall, in addition to all other payments required herein, including any Percentage Fees based on an estimate by the State of the reasonable amount of gross receipts of Operator, be entitled to demand and receive from the Operator an additional payment of ten percent (10%) of the applicable Concession Fee.

F. Audited Financial Statements.

1. Operator shall submit to the State upon its request a complete set of Operator's entire detailed Audited Financial Statements, including, without limitation, Independent Auditor's Reports, Balance Sheets, Statement of Revenues, Expenses and Changes to Retained Earnings, Statement of Cash Flows, Notes to the Financial Statements, and all supplementary information, prepared by a licensed independent CPA, hereinafter collectively referred to as the "Operator's Financial Statements". The State may request that Operator submit Operator's Financial Statements if any of the following occur:

- a. Assignment or sublease. Operator requests State's consent to an assignment or sublease;
- b. Financial hardship. Operator requests any type or claim of financial hardship or distress, or requests any type of financial relief under this Contract, such as rent or other type of financial relief;
- c. Financial impact. Operator requests any change to the terms of this Contract (assuming such change is permissible), which, in the State's sole discretion, may have a significant financial impact on Concession operations;
- d. Monetary claim. Operator submits a rent, financial, or other type of monetary claim under or pursuant to this Contract; or
- e. State determination. The State reasonably believes (based on State's written findings) that the submission of Operator's Financial Statements is necessary to effectively assess and monitor Concession operations.

2. If the State evaluates any claims by Operator of financial hardship or distress, or requests by Operator for financial relief under this Contract, the State may, if it deems necessary after reviewing Operator's Financial Statements and any other financial information submitted by Operator, require Operator to: (i) post additional security in the form of an additional surety bond(s); or (ii) increase the amount of the Performance Bond (as defined herein in Article XXVIII. [Performance Bond]). If the State determines that Operator should provide the State with additional security regarding Operator's ability to fully perform its obligations under this Contract, Operator shall provide such additional security, such as a

separate and additional surety bond(s) or a Performance Bond with increased dollar coverage, within five (5) business days after receiving the State's written notice.

G. Other Reports.

In addition to Operator's Financial Statements required to be submitted pursuant to Article VI.F. (Audited Financial Statements) of this Contract, the State may request and Operator shall submit to the State such other financial and statistical statements, reports, and analyses, to be prepared by a licensed independent CPA (if requested by the State), as the State may deem necessary, in the State's sole discretion, to more accurately reflect and explain Operator's financial position and results, in such form and detail as the State may direct. Operator's Financial Statements and such other financial and statistical statements, reports, and analyses as Operator may be required to submit hereunder shall not be prepared and submitted in a condensed or similar summary basis. Operator's submission of a condensed statement of assets, liabilities, and partners' capital (regardless of whether the same was submitted as part of Operator's federal or State tax return filings) shall not be sufficient to satisfy Operator's obligations hereunder.

H. Financial Records Inspection.

1. Access to records. Operator hereby grants unto the State, at all reasonable times, access to all Records created, kept, maintained, updated, and prepared by or on behalf of Operator relating to this Concession, including operations on the Premises and the Automobile Parking Facilities; including but not limited to 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.

2. Right to audit. Operator shall ensure that the State receives a written response to the State's request to audit all or any portion of Operator's Financial Statements and/or Records within forty-eight (48) hours of Operator's receipt of the State's request. At any reasonable time thereafter, not to exceed five (5) days, Operator shall permit a complete audit to be made by the State's accountant or by a CPA retained by the State, of Operator's entire business affairs relating to the Concession business for the term of this Contract, including without limitation, Operator's Financial Statements and/or Records. All of Operator's Financial Statements and Records shall be available for inspection by the State and any auditor or accountant retained by the State on the Island of Maui, in the State of Hawaii.

3. Operator shall cooperate. Operator shall cooperate fully in the making of any inspection, examination, or audit, and shall provide copies to the State of such of the Operator's Financial Statements and Records as may be requested or needed by the State, at Operator's sole cost and expense.

4. Failure to comply. If Operator fails to fully and promptly, by the deadlines required hereunder, comply with and satisfy Operator's obligations hereunder, including furnishing copies of the Operator's Financial Statements and Records requested by the State or the State's auditor or accountant, Operator shall be deemed in default of this Contract and the State will have the right to assess additional charges against Operator pursuant to Article VI.J. (Additional Charges) hereof, and/or to terminate this Contract under Article XXI. (Termination by the State) hereof.

5. Auditing standards. It is agreed that examinations of the Records will be conducted in accordance with generally accepted auditing standards applicable to the circumstances, and 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 Operator, and any 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 Operator.

6. Audit cost reimbursement. If such audit by the State's accountant or by a licensed independent CPA retained by the State discloses that Operator has underpaid the State by two percent (2%) or more for any period under examination, the State will, in addition to the remedies provided in Article VI.E. (Reports) hereof, be entitled to reimbursement from Operator 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.

7. Termination for Underpayment. If such audit by the State's accountant or by a licensed independent CPA discloses that Operator has underpaid the State by five percent (5%) or more for the period under examination, the State will have the right, in addition to all other rights the State may have under this Contract, upon ten (10) days' written notice to Operator, to terminate this Contract.

I. General Payment Provisions.

1. Time of Payment.

a. Minimum Annual Guarantee. One-twelfth (1/12) of the MAG shall be paid monthly in advance by no later than the first (1st) day of each month during each Contract Year starting in the first (1st) month of the term of this Contract. At Operator's option, MAG payments may be made up to one (1) year in advance.

b. Percentage Fees. For any month in which the Percentage Fees exceed the MAG as prorated for that same month, the Operator shall pay to the State the amount by which the Percentage Fees due for the Concession services provided hereunder exceed the MAG as prorated for that same month, by the twentieth (20th) day of the following month.

c. Annual Reconciliation. If monthly Concession Fee payments result in an overpayment for any Contract Year during the term of this Contract, the Operator shall file a reconciliation report, and may claim a refund or credit within ninety (90) days following the end of such Contract Year.

d. Space Rent. One-twelfth (1/12) of the rent for the Initial Allocation and, if any, rent for additional Premises, as referenced in Article VI.A.2.b. (Additional Space) hereof, shall be paid monthly, in advance, but not more than one year in advance, on the first day of each month, beginning on the Commencement Date.

e. Utility Costs. Payment by the Operator of the utility costs for the Premises as referenced in Article IV. (Premises and Use) of this Contract shall be made within twenty (20) days of the receipt of the State's invoice for such utilities.

f. MAG Adjustment. The Operator shall continue to pay through the initial one hundred twenty (120) days or less, of a new agreement year, the MAG in effect at the end of the last day of the immediately preceding agreement year, until the Operator delivers its annual report as required in Article VI.E.2. (Annual Audit); provided however, at the STATE's sooner determination based upon the STATE's examination of the Concession Fee paid to the STATE by the Operator and the Operator's gross receipts reports submitted to the STATE during said preceding agreement year, if the MAG for a new agreement year can be determined by the STATE, upon the STATE's notice to the Operator of such determination, the Operator shall pay the MAG in accordance with the STATE's determination for the new agreement year. If the MAG for a new agreement year is not sooner determined by the STATE, then upon the Operator's submission of its annual report, as required, and the STATE's validation of said annual report, the Operator shall immediately pay the appropriate MAG for the new agreement year, including any adjustments to rents previously submitted by the Operator during the initial days of the new agreement year.

2. Place of Payment. All payments of money, required to be made by the Operator to the State hereunder, shall be submitted when due in legal tender of the U.S. at the State's designated office at the Airport, or to such other place as the State may designate in writing.

3. Interest Charges on Delinquent Accounts. Without prejudice to any other remedy available to the State, the Operator agrees, in addition to any late or delinquent penalties or charges that may be assessed, and without further notice or demand, to pay interest to the State at the rate of twelve percent (12%) per annum on any amount payable which shall not have been paid when due, which interest shall be paid in addition to any delinquent balance payable to the State.

4. Accrued Concession Fee, Rent and Other Charges. The expiration or sooner termination of this Contract by the lapse of time, or otherwise, shall not relieve the Operator of its obligation to pay any Concession Fee, rent, or other charges accrued during a

period in which this Contract is or was in effect, and which are unpaid at the time of any such expiration or termination.

5. Pro Rata Payment. If this Contract terminates without fault of Operator on any day other than the last day of any calendar month, the applicable MAG, Premises rent, and utility fees for said month shall be paid pro rata in the same proportion that the number of days this Contract is in effect for that month bears to the number of days in that month.

J. Additional Charges. In addition to the right of the State to charge and collect, upon demand, interest charges as provided in Article VI.I.3. (Interest Charges on Delinquent Accounts) of this Contract, or to terminate this Contract pursuant to Article XXI. (Termination by the State) hereof, the State may levy on and collect from the Operator a charge of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day, paid in legal tender of the U.S. for each and every day the Operator is in violation of any of the agreements, covenants, promises, provisions, requirements, reservations, restrictions, stipulations, terms, or conditions of this Contract; provided, however, that there shall be no levy unless the violation(s) continues beyond the period specified in Article XXI. (Termination by the State) hereof, for remedial actions(s); and provided further that separate charges may be levied by the State for violations of separate provisions by the Operator even though the violation(s) may be concurrent. Payment of the additional charges by the Operator shall be due and payable to the State on demand, and shall bear interest when not paid at the same rate and in the same manner as for other delinquent accounts, as prescribed and set forth in Article VI.I.3. (Interest Charges on Delinquent Accounts) of this Contract.

K. Liquidated Damages. If the Operator fails to properly provide the services described in this Contract, or to perform all or any part of the Operator's obligations herein within the time specified and agreed upon, and if such delay in performance is not excusable or does not arise from acts of God, fires, labor disputes, accidents, or other similar causes which are deemed by the State to be beyond the Operator's control, the parties mutually agree that the State will be damaged thereby, but that the amount of such damage would be difficult, if not impossible, to ascertain or prove. Therefore, the parties mutually agree that, for each category of violation shown below in this Article VI.K. (Liquidated Damages) that occurs within a thirty (30) day period, the State shall first provide a written warning to the Operator, and thereafter for each subsequent day that the violation persists within the same thirty (30) day period the Operator shall pay to the State, in addition to the other payments due under this Contract, the following amounts as liquidated damages and not as a penalty:

1. Staffing at Exit Booths. Unless otherwise approved by the State based on Operator's explanation of facts beyond its control that caused the failure, the Operator shall pay to the State the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per hour or fraction thereof for each incident or occurrence, wherein the patrons' average wait in line to exit from the Automobile Parking Facilities over any hour-long period, exceeds three (3) minutes.

2. Maintenance. The Operator shall pay to the State for each incident or occurrence of the Operator's failure to comply with the State-approved schedule of maintenance, as referenced in Article IX.B. (Maintenance) hereof, the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

3. Patron Assistance. The Operator shall pay to the State for each incident or occurrence of the Operator's failure to provide patron assistance, as referenced in Article IX.A.23. (Patron Assistance) hereof, the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00).

4. Filing Reports on a Timely Basis. The Operator shall pay to the State the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day or fraction thereof, for each day that a report or statement required under this Article VI. (Payment and Reporting Requirements) has not been received by the State by the due applicable date.

5. Removal of Abandoned Automobiles. The Operator shall pay to the State the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day for each day that an Automobile has not been removed from the Automobile Parking Facilities in accordance with Article IX.A.13. of this Contract.

The liquidated damages required by this section are imposed solely for inconvenience to the public and adverse effects to the operations at the Airport. Payment of liquidated damages shall not relieve Operator of responsibility for physical damage, personal injury, or other harm caused by Operator, its officers, employees, agents, or Guests. The State does not waive any of its rights or remedies under this Contract, such as for assessment of Additional Charges in accordance with Article VI.J. (Additional Charges), and/or pursuit of default and termination, or other remedies prescribed by law, that the State may be entitled to in addition to the imposition of liquidated damages.

L. Unaccounted For Exits Penalty.

The Operator shall pay the following amounts to the State for any exit from the Automobile Parking Facility, either by key card or ticket, which cannot be matched to a corresponding entrance to said facility, either by key card or ticket, for each month:

<u>Number of Unaccounted for Exits</u>	<u>Penalty</u>
greater than 0.25% (twenty-five hundredths percent) up to 1.0% (one percent)	\$2.50 per exit
greater than 1.0% (one percent)	\$5.00 per exit

Operator shall submit, with its operational data reports, a separate statement which details the computation of the Unaccounted for Exits Penalty, and which indicates the number of unaccounted for exits for each month.

M. Partial Relief from Obligation. Under §102-10, HRS, if, during the term of this Contract, there has been a reduction of fifteen percent (15%) or more in the volume of Concession business at the Automobile Parking Facilities managed and operated by the Operator, for a period of sixty (60) days or more, computed on the average monthly gross receipts for the eighteen (18) months just prior to the sixty (60)-day period, or for as long as the Operator has been in business under this Contract, 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 such Automobile Parking Facilities, then, with the approval of the Governor, the State, in its sole discretion, may modify any of the terms of this Contract, including the agreed upon Concession Fee, for a period which will allow the Operator to recoup the amount lost by such reduction, provided that this provision shall not apply to this Contract if the application hereto may impair any contractual obligations with bondholders of the State, or with any other parties. If §102-10, HRS, is revised or amended, the provisions contained in this Article VI.M. (Partial Relief from Obligation) will be revised or amended to conform to such changes to §102-10, HRS. If the Operator elects to receive or receives the relief described in this Article VI.M. (Partial Relief from Obligation), the Operator shall not be entitled to combine this relief with any other relief allowed under this Contract, including Article VI.N. (Relief Due to Economic Emergency) below.

N. 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 Operator, 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. Reduction. The Operator suffers a fifteen percent (15%) reduction in gross receipts for a period of sixty (60) days or more, computed on the Operator’s average monthly gross receipts for the eighteen (18) months just prior to the date from which the Operator requests relief or as long as the Operator has been in business under this Contract, 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 Operator will suffer the required fifteen percent (15%) reduction in gross receipts; and

b. Conditions. Either of the following two (2) conditions occur:

(1) The occurrence of an event that is sudden, extraordinary, and generates relatively immediate severe adverse economic impacts for the State, as determined by the Director, in the Director’s sole discretion, including, without limitation, the force majeure events described in this Contract, 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 (hereinafter referred to as the “Sudden Event”); or

(2) The Director finds that, from and after the date the Operator requests relief, there has been a significant decrease in airline passenger departures (hereinafter referred to as “enplanements”) from the Airport of twenty percent (20%) or more for a period of sixty (60) consecutive days or more, computed on the Airport’s average monthly enplanements for the eighteen (18) months just prior to the date from which the Operator requests financial relief.

2. Operator’s financial hardship claim. The Operator must submit a written request for relief to the State claiming financial hardship or distress and make available to the State such financial information as may be required by the State pursuant to Articles VI.F. (Audited Financial Statements) and VI.G. (Other Reports) hereof.

3. State determines amount and extent of relief. The State may, if it deems necessary after reviewing the Operator’s Financial Statements and any other financial information submitted by the Operator, modify the financial terms of this Contract, at the State’s sole discretion, including, without limitation, waiving a proportionate monthly amount of the MAG in the applicable Contract Year during which the economic emergency occurs until: (a) the decrease in passenger enplanements at the Airport is cumulatively less than twenty percent (20%) as compared to the same time period in the previous year, for at least sixty (60) consecutive days; or (b) the decrease in Operator’s gross receipts is cumulatively less than fifteen percent (15%) as compared to the same time period in the previous year, for at least sixty (60) consecutive days.

4. State may terminate relief at any time. The State may at any time, at the State’s sole discretion: (a) terminate any financial relief granted by the State to the Operator; (b) cancel and revoke any terms under which such financial relief was granted; and (c) reinstate the applicable financial terms under this Contract that were in effect immediately prior to the granting of financial relief by the State to the Operator.

5. State may impose additional conditions in granting relief. In granting any financial relief to the Operator, the State may impose such other requirements as the State deems necessary, including, without limitation, additional reporting requirements to ensure that the State is able to timely monitor and assess the Operator’s gross receipts and the Operator’s financial condition.

6. No impairment. This provision shall not apply to this Contract if the application thereto may impair any of the State’s contractual obligations to bondholders of the State or to any other entities. This determination shall be made by the State, in the State’s sole discretion.

O. Advance Parking Fees Collected. The Operator shall turn over to the State or any party/entity identified by the State, any and all advanced parking fees which have been collected for periods beyond the term of this Contract and cannot deduct any percentage fee from such amounts.

The Operator shall be entitled to any portion of advanced parking fees paid by any customer, employee, or patron which may have been collected by the prior Operator before the Commencement Date of this Contract, where the fees collected by the prior Operator are for parking beyond the term of the prior Operator's Contract, and Operator shall pay to the State the Percentage Fees applicable under this Contract to said advance parking fees.

P. Record Keeping. The Operator shall retain and keep the Records available for a period not less than three (3) years after the end of each Contract Year. Those Records and documents must be easily retrievable and stored in an organized manner to facilitate a timely audit, and shall be protected from loss in a location and manner acceptable to the State. All Records relating to the Operator's performance under this Contract shall be kept in accordance with generally accepted accounting principles. The Records shall include, but not be limited to, a record of gross receipts from the Concession, a record of payments to the State as required by this Article VI (Payment and Reporting Obligations) hereof, tax payments, exit transaction tapes or other source documents showing charges to parking patrons exiting the Automobile Parking Facilities, parking tickets issued and collected, the number of entries and exits via monthly access cards to the extent available from the PRCS, and any other pertinent information required by the provisions of this Contract, or which may be additionally required by the State pursuant to written notice from the State, all of which shall be kept at all times within the State of Hawaii.

ARTICLE VII. AUTOMOBILE PARKING CHARGES

A. Public Automobile Parking Facilities Charges. The rates for transient public Automobile parking shall, at all times, be posted by the Operator at each entrance to the public parking lots, and at each revenue collection point at all public parking exits in clearly legible signs, of a type and character approved by the Director. Public Automobile parking rates under the Contract are as shown in Exhibit E attached hereto. In the event any change to the public Automobile parking rates is approved by the State, a revised Exhibit E will be substituted herein without formal amendment hereto.

B. Maximum Rate. The Automobile parking rates noted in Paragraph A of this Article shall be the maximum chargeable by the Operator unless the State gives its prior approval and authorization to a rate increase. Operator is not authorized to separately charge to its customers any taxes it may be required to pay to the State on account of the revenue it derives under this Contract.

C. Employee Parking Facilities Charges and Locations. The Operator agrees to place and maintain in effect separate monthly rates for employees, as hereinafter defined. No taxes may be added by the Operator to these rates. As used herein, the term "employee" shall include all employees of any lessee, tenant, permittee, contractor, or Operator of the Airport. Rates and parking locations for State employees shall be prescribed by the State. Employees shall be furnished monthly, pre-numbered hang tags or automated access system cards by the Operator

for control purposes. Employee parking shall be limited to the areas denoted in Exhibit B and any other area as may be determined by the State.

D. Special Employee Parking Procedures. The Operator shall limit the number of employee parking permits to the amount allocated or prescribed for a particular Airport tenant by the State. A listing of tenant parking permit allocations will be provided by the State.

E. Late Payment Charges to Employees. The monthly parking fee for employees shall be paid, in advance, on or before the first day of each month. The Operator may assess employees a late payment charge of ONE AND NO/100 DOLLAR (\$1.00) for each day, to a maximum of SIX AND NO/100 DOLLARS (\$6.00) per month that the payment of the employee parking fee occurs after the first business day of any month for which parking is purchased. The late payment policy shall be clearly posted where employees purchase parking permits. Any changes to such charges are subject to the prior written consent of the State. The late payment charge collected by the Operator shall be included in the gross receipts of the Concession.

ARTICLE VIII. OBLIGATIONS OF THE STATE

In connection with the operation of the Concession at the Airport, the State shall:

A. Provide all the exit booths deemed necessary by the State for the operation by the Operator of the Automobile Parking Facilities.

B. Provide and maintain paving (except for pavement with spikes or associated parking control devices), fencing, drainage, and overhead lighting fixtures, including lamps and replacement thereof, necessary for the preparation and use of the Automobile Parking Facilities.

C. Maintain in good order, condition and repair, all drainage and lighting fixtures at the Premises and the Automobile Parking Facilities.

D. Furnish, at the State's expense, necessary utilities, as determined by the State, for the Automobile Parking Facilities.

E. Provide electric and other directional or information signs, repainting of parking lot markings, striping, repair of parking lot paving, boundary fencing, and landscaping.

F. Provide for security services to safeguard the Automobile Parking Facilities, and issue citations to enforce County ordinances and the rules and regulations of the State.

ARTICLE IX. OBLIGATIONS OF THE OPERATOR

A. Quality of Services. In the manner and method of operation of the Automobile Parking Facilities herein authorized Operator shall maintain the highest degree and standards of courtesy. Operator's representatives, agents, servants, and employees shall be polite, with no offensive conduct and demeanor and shall at all times during the term of this Contract, strictly comply with the following conditions and requirements:

1. Operator shall conduct its operations in an orderly and proper manner, and shall not annoy, disturb or be offensive to customers, patrons, or other tenants of the Airport. The playing of radios, tape players, disc players, and other audio devices will not be permitted at the exit booths or by any employee engaged in any repair, maintenance, inspection, or other activity related to the management and operation of the Automobile Parking Facilities.

2. Operator shall select and appoint, subject to the prior written approval of the State, a full-time manager of its management and operation of the Automobile Parking Facilities herein authorized. Such person must be an outstanding, highly qualified, and experienced manager of Automobile parking facilities, vested with full power and authority with respect to the method, manner, or conduct of the operation of the Automobile Parking Facilities at the Airport. Such manager shall be assigned to a duty station or office at the Airport where he or she shall be available during regular business hours. At all times during his or her absence, an equally qualified subordinate shall be in charge and available at such duty station.

The individual identified to provide management service on behalf of the Operator shall be available to attend and participate in Airport committee meetings, and be available to consult, assist, and advise the State and its consultants and representatives on matters pertaining to the management, operation, maintenance, planning, or design of the Automobile Parking Facilities.

3. Operator shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Cashiers and other employees that interact with customers, or that work in the Automobile Parking Facilities (hereinafter referred to as "Attendants"), while on duty, shall wear uniforms, previously approved in writing by the State, which shall, at all times, be maintained in a neat, orderly, and clean condition. Such Attendants shall be trained by the Operator to render a high degree of courteous and efficient service, and it shall be the responsibility of the Operator to maintain close supervision over such Attendants to assure the rendering of a high standard of service to the public and the patrons of the Automobile Parking Facilities. Upon notice from the State concerning the conduct, demeanor, or appearance of any Attendants, the Operator shall forthwith take all steps necessary to remove or correct the cause of any problem or issue noted by the State.

4. Operator shall keep the Automobile Parking Facilities in operation and open a minimum of nineteen (19) hours every day for the services described herein. The

Operator shall provide personnel sufficient, in the opinion of the State, to maintain an excellent quality of service to the public at all times during the term of this Contract.

The Operator shall supply, at its expense, all personnel required to operate the Automobile Parking Facilities and shall supply an adequate number of operating personnel such that no vehicle waits more than five (5) minutes in line to exit through the exit plaza(s), and that the average wait in line over any hour-long period does not exceed two (2) minutes, unless otherwise approved by the State based on Operator's explanation of facts beyond Operator's control that caused delay.

The Operator shall also make every effort to ensure that processing time at the cashier booth is held to under thirty (30) seconds per Automobile.

At the main public parking lot exit plaza, Space No. 001-122, a minimum of one (1) lane shall be open and staffed at all times to service the parking patrons. The Operator shall supply all exit lanes with a credit/debit card system, which system shall be capable of accepting a minimum of four (4) of the six (6) most widely circulated credit/debit cards in the U.S. These lanes must be clearly identified to the patrons. All fees, rentals, installation costs, equipment costs, etc., associated with the use of credit/debit cards shall be borne by the Operator, but the bank or credit/debit card company commissions and/or fees associated with providing this service may be deducted from the Operator's gross receipts.

5. Except as stated in Article IX.A.21. (Official Vehicles) and Article IX.A.22. (Emergency Conditions) hereof, Operator shall collect from all persons utilizing said Automobile Parking Facilities the fees or charges set forth in Article VII. (Automobile Parking Charges).

6. Operator shall furnish printed tickets or automated system access cards that are compatible with the ticket spitters or automated access systems in use at the Automobile Parking Facilities. These tickets and cards shall be numbered consecutively, with the printed ticket numbers guaranteed by the printer, and all cards logged to identify the individual to whom the card is issued.

7. The Operator shall issue to each customer a consecutively pre-numbered receipt for each exit transaction.

8. In the event a ticket or access card is lost by a patron of the Automobile Parking Facilities, the Operator shall provide all necessary information on a lost ticket report, collect appropriate charges due from the patron, and, where applicable, initiate immediate termination of access privileges provided by the lost card.

9. Operator shall conduct its operation on a fair, equal, and non-discriminatory basis to all users of the Automobile Parking Facilities and shall charge fair, reasonable, and not unjustly discriminatory prices for services; provided that the Operator may

be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers/users, subject to the prior written approval of the State.

10. Operator shall install, remove, maintain, repair or replace all parking meters or self collection boxes at its expense when and where deemed necessary by the State. Meter or self collection box rates shall be subject to prior approval by the State.

11. Operator shall post the applicable parking rates at the entrances of all public parking lots.

12. Operator shall post signs that: (1) indicate: "VEHICLES LEFT OVER 30 DAYS ARE SUBJECT TO TOWING AT OWNER'S EXPENSE. IN ADDITION, OWNER SHALL BE HELD RESPONSIBLE FOR ALL ACCUMULATED PARKING COSTS. EXTENDED PARKING IS AVAILABLE THROUGH WRITTEN AUTHORIZATION FROM PARKING OFFICE. CALL (Operator's Phone No.) FOR INFORMATION"; (2) indicate: "VEHICLES NOT PARKED IN MARKED STALLS OR NON-VALET VEHICLES PARKED IN DESIGNATED VALET STALLS OR VALET STAGING AREAS WILL BE CITED AND SUBJECT TO REMOVAL BY TOWING"; (3) identify towing location and recovery procedures; and (4) indicate the parking lot's hours of operation.

13. Operator shall be responsible for the removal and storage of abandoned Automobiles from the Automobile Parking Facilities whenever it has been determined that said Automobiles have been parked in excess of thirty (30) days without prior arrangements having been made therefor. Such removal shall be accomplished within fourteen (14) days of the expiration of the allowed storage period. The State will use reasonable efforts to provide impound vehicle storage space on the Airport, subject to such terms and conditions as may be determined by the State, and the Operator will be required to arrange for the direct and immediate removal of all derelict and abandoned Automobiles as required herein.

14. The Operator shall not tow or remove any Automobile without prior notification to the Airport duty manager of the Automobile being cited. Automobiles moved for clearance of obstruction or because of a hazard or safety problem, or violation of parking regulations, shall be removed only after a law enforcement officer has issued a violation citation. Such Automobiles shall be relocated to a safe, acceptable alternate location where retrieval may be obtained by the owner after payment of the requisite towing fees and charges. The Operator shall make recovery opportunity available to the Automobile owner during office hours.

15. In the event a stolen Automobile is found within the Automobile Parking Facilities and is recovered by its owner, the Operator shall allow the owner to remove his/her Automobile free of parking charges if the owner presents a statement signed by the Airport Manager or a law enforcement officer verifying that the Automobile was indeed stolen, and placed within the Automobile Parking Facilities without the owner's knowledge.

16. Operator shall use its best efforts in every proper manner to maintain, develop, and increase the parking business conducted by it hereunder.

17. Operator shall not divert or cause to be diverted, any business which would result in a reduction of revenues to the Airport.

18. Operator shall permit the inspection at any time upon reasonable notice, by the officers, employees, and representatives of the State of any Records of sums collected and of equipment used by the Operator, including but not limited to ticket machines and cash registers, tape readings, and metered readings.

19. Operator shall ensure that all cash registers, ticket machines, and any other parking revenue control equipment or devices used in the Operator's business, are accurate and keep accurate records of fees and charges that will be used to determine gross receipts of the Concession.

20. Persons with Disabilities. The Operator agrees to grant the right to park all Automobiles owned and/or operated by persons with disabilities and identified by authorized Disability Parking Permits issued by the County, in such area(s) of the Automobile Parking Facilities as the State may designate.

21. Official Vehicles. The Operator specifically agrees to grant the right to park all Automobiles with DOT-A permits or validation, and other officially marked Automobiles of the State, County, and federal governments as may be approved by the Director, without charge, in such area(s) of the Automobile Parking Facilities as the State may designate.

22. Emergency Conditions. In the event of emergency conditions or natural storms of significant magnitude and intensity to pose a threat to life or property, the Operator shall, upon direction or concurrence of the State, allow all patrons, customers, or users of the Automobile Parking Facilities to exit in their Automobiles without requiring payment for any accrued parking charges or fees. Under such conditions or situations, neither the State nor the Operator shall be eligible to recover financial losses resulting from such occurrence as it shall be understood that such arrangement is undertaken in the interest and benefit of public safety.

23. Patron Assistance. Operator shall be responsible to provide prompt (within thirty [30] minutes or less of patron's request), no-cost responses to patrons of the Automobile Parking Facilities in locating where their Automobiles are parked, and in assisting the patron in arranging for towing and other immediate Automobile-related service needs.

B. Maintenance.

1. Except for maintenance operations which are the obligation of the State under Article VIII. (Obligations of the State) hereof, the Operator shall maintain the Premises, the Automobile Parking Facilities, and the Improvements thereon in clean and attractive

condition, in a manner satisfactory to the State. The Operator shall provide its proposed inspection, cleaning and maintenance schedules to the State for State's written approval prior to the commencement of the Contract and shall submit any proposed changes in the inspection, cleaning and maintenance schedules to the State, in writing, for State's prior written approval.

2. The Operator's responsibilities for the Premises and Automobile Parking Facilities, and all equipment and materials used by the Operator therein or thereon shall at all times include, but not be limited to: maintaining parking surfaces clean and free of dirt, debris and liquids, other than accumulated water from precipitation; cleaning pedestrian areas using environmentally friendly means; keeping all Automobile Parking Facilities free of accumulated trash and offensive or unclean material; and maintaining and cleaning all fixtures and appurtenances to the Automobile Parking Facilities as required by the Director. Operator shall clean said parking lots and parking stalls and roadway areas in the Automobile Parking Facilities at a minimum of once each eight (8)-hour period, every day of the year, and as often as is otherwise necessary to keep the same in a clean and presentable condition. Cleaning shall include annual scrubbing and wash down with an environmentally friendly cleaner to remove grease, dirt, and accumulated oils on roadways and parking stall areas in the Automobile Parking Facilities.

3. Operator shall provide a complete and proper arrangement for the prompt and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse and waste products caused by or resulting from the operation of the Automobile Parking Facilities and the Premises. Operator shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the Automobile Parking Facilities and the Premises. Piling of boxes, cartons, or other similar items, in an unsightly or unsafe manner, within the Automobile Parking Facilities or Premises, is forbidden. Broken glass, bottles, cans, spilled food, batteries, or any material that may create a hazard within the Automobile Parking Facilities shall be removed at once. Operator shall cause the Automobile Parking Facilities to be inspected not less than twice each day.

4. Operator shall, as necessary or required and at its own expense, maintain and repair the PRCS Improvements provided by the Operator, as shown on Attachment 8, and all of the equipment in the Automobile Parking Facilities and the Premises provided by the State, except as otherwise stated in Article VIII. (Obligations of the State) hereof.

5. Operator shall be responsible for prompt cleaning of oil drippings and the leak or spill of any other Automobile fluid in the Automobile Parking Facilities, as well as in the entry and exit lanes thereto and therefrom.

6. Operator shall clean the top, sides and front of all fire extinguisher/hose cabinets in the Automobile Parking Facilities weekly. The Operator shall immediately report to the State any damage or condition that would render the cabinets inoperable. The Operator shall promptly remove all graffiti from the Automobile Parking Facilities and report graffiti and other conditions to the State weekly.

7. Operator will furnish and maintain all mechanical vacuum and blower equipment necessary to clean and maintain the Automobile Parking Facilities. The Operator will exercise reasonable care and caution to protect equipment, fixtures, and Automobiles thereon from damage during cleaning operations.

8. All cleaning shall be completed to the satisfaction of the State. In the event cleaning is deemed unsuitable or unsatisfactory by the State, the Operator shall undertake a subsequent remedial cleaning as directed by the State.

9. In the event of failure by the Operator to undertake cleaning following notification by the State, which failure necessitates the State having to either contract for someone else to perform the cleaning, or the State having to do the cleaning, then, in addition to any liquidated damages or other additional charges referenced in this Contract, the Operator shall be assessed all costs associated with or resulting from such cleaning plus a twenty-five percent (25%) administrative overhead fee to the State.

10. The handling, disposal, removal, and/or treatment of Operator's used oil and other lubricants or petroleum products, and any other forms or types of Hazardous Substances at, upon, or within the Premises and the Automobile Parking Facilities, or any part or portion thereof, shall be in compliance with: (1) the environmental requirements prescribed and set forth in Article XVI.C. (Environmental Matters) hereof; and (2) all federal, State of Hawaii, County, and/or local health, environmental, and safety laws, statutes, codes, orders, ordinances, decrees, rules, and/or regulations. This section also applies to any disposal or runoff of wash water from periodic cleanings, and surface/storm water into State's storm drainage system or sanitary sewer system at the Airport.

C. Disadvantaged Business Enterprise Participation in Maintenance Contracts. The Operator agrees to use good faith efforts to provide for meaningful participation by a DBE(s) in the performance of this Contract.

D. Conditions Governing Improvements and Alterations. No Improvements shall be made in, to or upon the Automobile Parking Facilities or the Premises by Operator without the prior written approval of the Director.

E. Restrictions and Regulations. This Contract, and the operation and maintenance of the Automobile Parking Facilities by the Operator shall be subject to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by the State with respect to the operation of the Airport.

2. Any and all orders, directions and conditions issued, given, or imposed by the State in respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, and public areas adjacent to the Automobile Parking Facilities; and

3. Any and all applicable laws, ordinances, statutes, rules, regulations and orders of any governmental authority, federal, State of Hawaii, or County lawfully exercising authority over the Airport or Operator's business hereunder.

The State shall not be liable to the Operator for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority provided for in this section, nor shall Operator be entitled to terminate the whole or any portion of this Contract by reason thereof unless the exercise of such authority shall so interfere with Operator's operation of the Automobile Parking Facilities or the exercise of its rights under this Contract as to constitute a termination in whole or in part of this Contract by operation of law in accordance with the laws of the State of Hawaii.

F. General Excise Taxes. The Operator shall be responsible for payment of general excise taxes based on all of its revenues earned hereunder or as otherwise prescribed by State of Hawaii law.

G. AS IS Condition. The Operator agrees to accept the Automobile Parking Facilities and the Premises in "AS IS" condition.

H. Customer Claims and Disputes. The Operator shall within twenty-four (24) hours of any incident at the Airport send to its insurance carrier for adjustment all claims against the Operator for personal injury or property damage.

The Operator will promptly contact the Airport duty manager or a law enforcement officer to report any incidents involving personal injury or property damage occurring at the Automobile Parking Facilities or Premises.

The Operator will promptly notify the Airport duty manager or a law enforcement officer whenever a claim is made for damages done by a customer's Automobile.

All customer claims and disputes will be handled by Operator's Manager or in the Manager's absence, by an equally qualified subordinate.

The Operator will immediately notify the Airport duty manager or a law enforcement officer whenever Operator's personnel observe a customer's Automobile damaging another Automobile parked in the Automobile Parking Facilities.

The Operator will answer all customer correspondence within seventy-two (72) hours of receipt.

The Operator shall regularly and promptly forward copies of all customer letters and Operator's responses to customers to the Director for his/her information.

ARTICLE X. TITLE TO PARKING REVENUE CONTROL SYSTEM (PRCS)
INSTALLED BY OPERATOR

A. Term of Operator. The Operator shall purchase and install new PRCS Improvements at the Airport. Title to any and all of the PRCS Improvements purchased and installed at the Airport by the Operator, at Operator's sole cost and expense, shall remain in Operator during the term of this Contract. The Operator shall upon completion of installation of the PRCS provide the State with a listing of all items included in the installed PRCS.

B. Expiration or Termination of Operator. At the expiration or sooner termination of this Contract by whatever means, the title to any and all PRCS shall, at the sole option of the State, vest in the State. The State shall notify Operator within thirty (30) days after this Contract expires or terminates as to the portion of the PRCS (if any) that are to be removed by Operator. Operator shall, at its sole cost and expense, remove such PRCS which the State opts not to assume title, in such a manner as to cause no damage to any portion of the Automobile Parking Facilities and the Premises; and in the event of any such damage, Operator shall, at its own cost and expense, repair the same to the State's satisfaction. If Operator fails to repair said damage, the State may, after thirty (30) days notice, repair the same at the expense of Operator. The Operator shall immediately reimburse the State for any and all such repair costs incurred by the State upon demand from the State, plus a twenty five percent (25%) administrative overhead fee to the State. If Operator fails to remove the PRCS (if any) designated by the State for removal by Operator, or any part thereof within thirty (30) days after the notification from the State, the State may remove the same at the sole cost and expense of Operator, plus a twenty-five percent (25%) administrative overhead fee to the State. Except as stated in Article XXIII. (Withdrawal) hereof, the Operator shall not be entitled to any reimbursement for its PRCS Improvements regardless of whether they are or are not removed.

ARTICLE XI. IMPROVEMENTS

A. Acceptance of Premises.

1. Possession. The Operator has examined and knows of the condition of the Premises and the Automobile Parking Facilities and agrees that the State is providing the Premises and the Automobile Parking Facilities to Operator on an "**AS IS WITH ALL FAULTS**" basis, in their existing form, content, and condition. The Operator further agrees that the State will not be liable for any latent, patent, or other defects in, on, or under the Premises and the Automobile Parking Facilities, including pre-existing Improvements. The taking of possession of the Premises and the Automobile Parking Facilities and all that may be part thereof by Operator shall be conclusive evidence as against Operator that the Premises and the

Automobile Parking Facilities were in good and satisfactory condition when Operator took possession of the same. The Operator agrees that it 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 and the Automobile Parking Facilities, including, without limitation:

- a. Physical condition. The quality, nature, adequacy, and physical condition and aspects of the Premises and the Automobile Parking Facilities, 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 and the Automobile Parking Facilities.
- d. Development potential. The development potential of the Premises and the Automobile Parking Facilities' use, habitability, merchantability, or fitness, suitability, value, or adequacy of the Premises and the Automobile Parking Facilities for any particular purpose.
- e. Zoning. The zoning or other legal status of the Premises and the Automobile Parking Facilities or any other public or private restrictions on the use of the Premises and the Automobile Parking Facilities.
- f. Compliance. The compliance of the Premises and the Automobile Parking Facilities 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 set forth in the BEA on, under, or about the Premises and the Automobile Parking Facilities 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 Automobile Parking Facilities and the properties comprising the Airport.
- j. Other documents. Any agreements affecting the Premises and the Automobile Parking Facilities, including covenants, conditions, restrictions, and other matters or documents of record, or of which Operator has knowledge.

B. State Obligations. The State shall have no obligations to Operator with respect to the condition of the Premises and the Automobile Parking Facilities.

C. Operator Obligations.

1. Improvement plans.

a. Improvements at Operator's Cost. The Operator, at its own cost and expense, shall be responsible for any renovation, upgrade, addition to, remodeling, and improvement of the Premises and the Automobile Parking Facilities by constructing, repairing, refurbishing, installing, and otherwise providing: (i) any and all Improvements (including, without limitation, any and all structures, utility, and service lines, and other fixed Improvements); and (ii) Operator's Personal Property, all of which are necessary or desirable for the proper and efficient operation of the Premises, or to adequately service Operator's Concession operation on the Airport and the public demand for the services described in and during the term of this Contract.

b. Operator's Plans. Operator shall prepare and submit Operator's Plans, as defined in Article I hereof, to the State for each and every Improvement it intends to construct or install at the Airport.

c. Properly licensed. The Operator's Plans must be prepared by a properly licensed architect or engineer. All construction and installation of the Improvements must be performed by properly licensed Contractors.

2. Compliance with Development Standards. The Operator shall obtain the State's prior written approval for Operator's Plans and Improvements, including any and all initial and subsequent construction, repair, refurbishment, or installation of Improvements on the Premises and the Automobile Parking Facilities, or elsewhere at the Airport as approved by the State, and all such Improvements must be of high quality, incorporate quality materials, and be completed with first-class workmanship and must meet applicable County building standards and specifications, and except as otherwise stated herein, comply with the State's Development Standards (Attachment 4), which are incorporated by reference herein.

3. State's approval. The State shall not unreasonably withhold approval for Operator's Plans. The State may withhold such approval, for reasons, including, but not limited to, if, in the sole discretion of the State, such construction or installation would be:

a. Structurally unsafe. Structurally unsound or unsafe or hazardous for human use or occupancy; or

b. Violation of Contract. In violation of any requirement of this Contract; or

c. Building code violation. In violation of the building, electrical, plumbing, health, or fire codes of the County or the State of Hawaii; or

d. Development Standards violation. In violation of the Development Standards, including the State's requirements relating to the development of facilities, which effectively and harmoniously match the external architecture of other similar portions of the Airport at which the facilities are to be constructed or installed; or

e. Violation of federal requirements. In violation of any federal laws, statutes, rules, regulations, or orders.

D. Improvements and Personal Property Costs.

1. Cost accounting.

a. Operator to furnish in-place costs. Within sixty (60) days after the construction or installation of any Improvements or Personal Property by Operator on or at the Premises and the Automobile Parking Facilities, or elsewhere at the Airport as approved by the State, Operator shall submit to the State a certified statement of the itemized in-place construction and installation costs incurred by Operator, at Operator's sole cost and expense, in completing the construction and installation of any such Improvements and Personal Property. The in-place costs for all Improvements and Personal Property shall be itemized according to the portion of the Premises, the Automobile Parking Facilities, or other location(s) at the Airport, as approved by the State, to which they pertain. The Operator shall submit annually to the State an inventory of all of the Personal Property installed by Operator at or upon the Premises, the Automobile Parking Facilities or other location(s) at the Airport as approved by the State.

b. In-place costs. The in-place costs of the Improvements and Operator's Personal Property shall include, as deemed appropriate by the State, all construction and installation costs, and the purchase price and other costs to purchase and acquire the Improvements and Personal Property for Operator's Concession operation. All such in-place costs of the Improvements and Operator's Personal Property submitted by Operator to the State shall be subject to the State's review and approval. Any amounts spent by Operator for construction, installation, planning, design, engineering, architectural, surveying, environmental, accounting, financial, legal, and other services not directly related to construction and installation of the Improvements and Operator's Personal Property, may not be used or included as part of Operator's in-place costs furnished to the State.

c. Operator to substantiate. The Operator shall substantiate all such in-place costs by furnishing the State with evidence of all costs incurred by Operator for construction and installation of said Improvements and Personal Property, satisfactory to the State, including, without limitation, if and when required by the State, copies of construction contracts, detailed receipts, and/or purchase agreements. The Operator shall maintain records of all such in-place costs so incurred by Operator, make such records available for inspection by the

State, and furnish to the State copies of such records as may be requested by the State, all at Operator's sole cost and expense.

d. Failure to provide. Failure to provide to the State, within the above-required time, the required evidence of in-place costs incurred by Operator in constructing and installing the particular Improvements and Personal Property shall result in Operator being precluded from contesting the in-place cost figures estimated by the State based upon evidence available to the State. The State may require an audit of Operator's Records, using the State's accountant or a licensed independent CPA, at Operator's sole cost and expense, to verify the in-place costs submitted by Operator, or to estimate the in-place costs that should have been submitted by Operator.

2. Minimum investment requirement.

a. Required amount. The Operator's minimum investment requirement in purchasing and properly constructing or installing Concession-related Improvements at, on, or within the Premises, the Automobile Parking Facilities and/or at any other location(s) at the Airport shall be not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

b. Soft costs excluded. Any amounts spent by Operator for construction, installation, planning, design, engineering, architectural, surveying, environmental, accounting, financial, legal, and other services not directly related to constructing and installing Improvements and Personal Property as stated in the Operator's plans may not be used or included to satisfy Operator's required minimum investment obligation hereunder.

c. Submittal deadlines. The Operator shall submit to the State Operator's Plans for Improvements and Personal Property required by the State hereunder within sixty (60) days of the State's request therefor.

3. Failure to meet obligations.

a. Shortfall. If Operator fails to fully satisfy its minimum investment obligation during the term of the Contract, Operator shall pay to the State, as additional rent, an amount equal to the shortfall, if any, between the actual amount invested by Operator in the Improvements and Personal Property and Operator's minimum investment obligation hereunder.

b. Payment. The Operator shall pay the State any such shortfall on or before thirty (30) days after the expiration or other termination of this Contract. The imposition of any such additional rent under this provision shall not preclude the State from seeking any other remedy available under this Contract, including, without limitation, assessing additional charges under Article VI.J. (Additional Charges) hereof and any other charges that may be assessed against Operator under Article XXI. (Termination by the State) hereof.

c. Completion rights. The State shall have the right, but not the obligation, to use such additional rent paid by Operator to the State, or such other resources available to the State, to complete the construction or installation of Improvements to meet or exceed Operator's minimum investment obligation hereunder. The State shall notify Operator as to the processes and procedures to be used by the State to complete construction or installation of the Improvements and Personal Property. This right to complete is in addition to the rights of the State under Article VI.J. (Additional Charges) and Article XXI. (Termination by the State), hereof.

d. Construction time frame. The Operator shall complete the construction and installation of the Improvements and Personal Property included in the Operator's Plans at or within the Premises, the Automobile Parking Facilities or elsewhere at the Airport as approved by the State, within such time frame as is established by the State.

e. Failure to complete. The State may, in its sole discretion, approve an extension of the completion date for the construction and installation of the Improvements and Personal Property included in the Operator's Plans for reasonable delays deemed by the State to be outside Operator's control. Any such extensions must be granted in writing. If Operator fails to completely construct and install the Improvements and Personal Property included in the Operator's Plans by the deadlines set forth above, the State may, in its sole discretion, send a written notice of default under this Contract to Operator.

f. State's rights. If Operator fails to cure this default as required under this Contract, the State may terminate this Contract or assess and collect from Operator any and all charges related to defaults under this Contract, including the additional charges under Article VI.J. (Additional Charges) hereof, and such other charges as may be assessed under the provisions of Article XXI. (Termination by State) hereof, or resort to any other remedy available to the State or some combination of all remedies.

4. Delay of completion. Should significant delays occur which prevent or hinder Operator from completing construction or installation of the Improvements and Personal Property in a timely and reasonable manner, and such delay is not caused in whole or in part by Operator, the State, in its discretion, may, in writing, waive or reduce the minimum investment requirement set forth in Article XI.D.2. (Minimum investment requirement) hereof. The State shall be the sole judge of whether a delay is caused in whole or in part by Operator.

E. Title to Improvements and Personal Property other than the PRCS.

1. Term of Operator. Title to any and all of the Improvements and Personal Property constructed or installed by Operator, at Operator's sole cost and expense, shall remain in Operator during the Term of this Contract.

2. Expiration of Operator. At the expiration or sooner termination of this Contract, title to all or a portion of the Improvements constructed or installed by Operator shall,

at the sole option of State, vest in State. Title to Operator's Personal Property shall remain with Operator. The State shall notify Operator within thirty (30) days after this Contract expires or terminates as to the portion of the Improvements (if any) that are to be removed by Operator. Operator shall, at its sole cost and expense, remove such Improvements to which the State opts not to assume title, in such a manner as to cause no damage to any portion of the Premises, the Automobile Parking Facilities, or elsewhere at the Airport; and in the event of any such damage, Operator shall, at its sole cost and expense, repair the same to the State's satisfaction. If Operator fails to repair said damage, the State may, after thirty (30) days notice, repair the same at the expense of Operator. The Operator shall immediately reimburse the State for any and all repair costs incurred by the State upon demand from the State, plus a twenty-five percent (25%) administrative overhead fee to the State. If Operator fails to remove Personal Property designated by the State for removal by Operator, or any part thereof, within thirty (30) days after the notification from the State, the State may remove and store the same at the sole cost and expense of Operator, plus a twenty-five percent (25%) administrative overhead fee to the State. Except as stated elsewhere in this Contract, the Operator shall not be entitled to any reimbursement for Personal Property or Improvements removed, stored, or to be retained by the State.

3. Termination of Operator by State. If this Contract is terminated by the State as set forth in Article XXI. (Termination by the State) hereof, or as set forth in Article XXIII. (Withdrawal) hereof, the title to any and all Improvements constructed or installed by Operator shall, at the sole option of the State, vest in the State. The State shall notify Operator within thirty (30) days after this Contract has been terminated as to the portion of the Improvements that are to be removed by Operator. If the State opts not to take title to all or a portion of such Improvements, Operator shall, at its sole cost and expense, remove such Improvements to which State opts not to assume title, in such a manner as to cause no damage to any portion of the Premises, the Automobile Parking Facilities, or elsewhere at the Airport; and in the event of any such damage, Operator shall, at its own cost and expense, repair the same to the State's satisfaction. If Operator fails to repair said damage, the State may, after thirty (30) days notice, repair the same at the expense of Operator. The Operator shall immediately reimburse the State for any and all repair costs incurred by the State, plus a twenty-five percent (25%) administrative overhead fee to the State, upon demand from the State. If Operator fails to remove the Improvements and Personal Property designated by the State for removal by Operator within thirty (30) days after such notification, the State may remove and store the same at the sole cost and expense of Operator, plus a twenty-five percent (25%) administrative overhead fee to the State. Except as otherwise stated elsewhere in this Contract, the Operator shall not be entitled to any reimbursement for Personal Property or Improvements, removed, stored, or to be retained by the State.

4. Termination of Contract by Operator. If this Contract is terminated or partially terminated by Operator prior to its expiration, pursuant to Article XXIV. (Termination by Operator) hereof, the following shall apply:

a. Removal of property. The title to all or a portion of the Improvements constructed or installed by Operator shall, at the sole option of the State, vest in the State. Title to Operator's Personal Property shall remain with Operator. The State shall notify Operator within thirty (30) days after this Contract has been terminated as to the portion of the Improvements (if any) that are to be removed by Operator. Operator shall, at its sole cost and expense, remove such Improvements to which the State opts not to assume title, in such a manner as to cause no damage to any portion of the Premises, the Automobile Parking Facilities, or elsewhere at the Airport; and in the event of any such damage, Operator shall, at its own cost and expense, repair the same to the State's satisfaction. If Operator fails to repair said damage, the State may, after thirty (30) days notice, repair the same at the expense of Operator. The Operator shall immediately reimburse the State for any and all repair costs incurred by the State, plus a twenty-five percent (25%) administrative overhead fee to the State, upon demand from the State. If Operator fails to remove the Improvements or other Personal Property designated by the State for removal by Operator or any part thereof within thirty (30) days after the notification from the State, the State may remove and store the same at the sole cost and expense of Operator, plus a twenty-five percent (25%) administrative overhead fee to the State. Except as otherwise stated elsewhere in this Contract, the Operator shall not be entitled to any reimbursement for Personal Property or Improvements, removed, stored, or to be retained by the State.

F. Construction Program.

1. Overall construction program. For each Improvement, Operator shall submit the following for the State's prior written approval: (a) conceptual design; (b) design development; (c) construction documents; (d) plan check and review and verification of all required approvals; (e) bid; (f) construction start date; and (g) projected date of completion. The Operator shall comply with all of the requirements contained in this Article XI.F. (Construction Program) hereof with respect to the construction and installation of the Improvements on any part of the Premises, the Automobile Parking Facilities, or elsewhere at the Airport, including any additional space that may be made available by the State to Operator.

2. Construction bonds. Prior to commencing the construction and installation of any Improvements, Operator shall furnish to the State, at its sole cost and expense, a Payment Bond and a Construction Performance Bond, as approved by the State, each in the principal amount equal to Operator's estimated cost of completing such Improvements.

3. State approval of Improvements. Prior to any work being done, Operator shall obtain the State's written approval of Operator's Plans covering the portion of the Premises, the Automobile Parking Facilities, or other location(s) at the Airport, upon which such work is to be done, and shall obtain all governmental or other approvals, licenses, and permits required by law. The Operator's Plans shall employ an optimum quality of materials and equipment, convenience, function, and design, and shall be compatible in such respects with those of the Airport and the Development Standards.

The Operator shall not install any antenna or aerial wires, or radio or television equipment, or any other type of telecommunication or other equipment inside or outside of the Airport Terminals without the prior written approval of the State, and upon such terms and conditions as may be specified by the State in each and every instance.

4. Plans and specifications. The Operator shall, at its sole cost and expense, employ competent and properly licensed architects, engineers, and interior designers who will prepare Operator's Plans, including, without limitation, architectural, interior, exterior, and engineering designs, detailed plans, specifications, and cost estimates for all Improvements to be installed. The Operator shall, at its sole cost and expense and prior to the start of construction, obtain all necessary permits and governmental approvals. The Operator shall submit five (5) sets of Operator's Plans for review and approval by the State in accordance with the State's Tenant Improvement Guidelines (Attachment 2).

All of Operator's Plans shall be first submitted to the State for written approval before Operator awards or lets any contract for construction of the Improvements in or on the Premises, the Automobile Parking Facilities or elsewhere at the Airport.

5. Adherence to Operator's Plans. No substantial change, addition, or alteration shall be made to the approved Operator's Plans without first obtaining the State's approval in writing. No Improvements other than as contemplated herein shall be constructed or installed in or upon the Premises, or elsewhere at the Airport, without the prior written consent of the State, and provided that any additional conditions relating thereto imposed by the State shall become conditions hereof as if they had been originally stated in this Contract.

6. Future work. After installation and completion of the Improvements, as approved by the State, Operator shall not make any structural alterations (including, without limitation, ceilings, walls, and floors) to any portion of the Premises, the Automobile Parking Facilities, or elsewhere at the Airport without first obtaining the State's written consent.

7. Governmental approvals. The Operator, at its sole cost and expense, shall also procure all governmental approvals and permits necessary for the installation and construction of Improvements and Personal Property at or upon the Premises, and the Automobile Parking Facilities, or elsewhere at the Airport as approved by the State.

8. Submittals required upon completion. Upon completion of the construction and installation of the Improvements, Operator shall, within thirty (30) days thereafter, furnish the State, at no cost or expense to the State:

a. Architect's Certificate. A certificate from the architect of record identified in Operator's Plans certifying that the Improvements have been constructed and installed in accordance with the approved Operator's Plans and in strict compliance with all laws, rules, ordinances, regulations, and orders;

b. As-built drawings. Two complete sets of as-built drawings containing a separate stamp from Operator's licensed architect or engineer after the completion date of construction, or accompanied by an attestation from both Operator and either Operator's architect or engineer that such submitted drawings constitute true and accurate representations of the as-built condition of the Improvements, and one complete set of as-built drawings in computer aided design (CAD) format that complies with the State's current CAD standards. These drawings must include any applicable governmental approval or permit numbers for the Improvements constructed or installed by Operator on or in the Premises, the Automobile Parking Facilities, or elsewhere at the Airport, and the location and details of installation of all equipment, utility lines, and heating, ventilating, and air-conditioning ducts and related matters. The Operator shall keep said drawings current by updating the same to reflect thereon any changes or modifications which may be made in or to the Premises, the Automobile Parking Facilities, or elsewhere at the Airport in the order in which such changes or modifications are made; and

c. Field changes, updates, and revisions. A record of the in-place costs, and, if requested by the State, copies of receipts, and invoices for all materials, construction, and installation costs incurred by Operator which Operator records as capital expenditures as part of the Improvements in or on the Premises, the Automobile Parking Facilities, or elsewhere at the Airport.

ARTICLE XII. SIGNS

A. State's approval. The Operator shall not erect, construct, or place any signs or displays upon any portion of the Airport unless otherwise first approved in writing by the State. The State shall use reasonable efforts to review Operator's sign submittals and advise Operator of its comments within thirty (30) days of receipt of such submittals.

1. Operator's Cost. The Operator, at its sole cost and expense, shall have the right to affix, install, or place and maintain at, in, or upon the Premises informational signs: (1) displaying Operator's name and corporate logo; and (2) representing Operator's parking business.

2. Conformity. The signs affixed, installed, or placed by Operator at, in, or upon its Premises shall be substantially uniform in size, type, and placement with those of other businesses and lessees at the Airport. The number, general type, size, design, and placement of such signs shall conform to the State's Signage and Graphics Manual and, where applicable, the Land Use Ordinance of the County, and shall further be subject to the prior written approval of the State.

3. Submit drawings. Operator shall submit to the State, for the State's prior review and approval, colored drawings, sketches, design dimensions, lettering and lighting, if any, showing the type and characters of each proposed sign. 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.

4. Operator's name only. Signs affixed, installed, or placed at, in, or upon the Premises, or signs affixed on Operator's motor vehicles owned or leased by Operator and operating on the Airport may not display the name of any contractor or agent of Operator, or any other parking service, or similar service in concert with or connected to Operator.

B. Removal of signs. Upon the expiration or the sooner termination of this Contract, Operator, as required by the State, shall: (1) remove, obliterate, or paint-out any and all signs, posters, and similar devices affixed, installed, or placed by Operator at, in, or upon the Premises; and (2) restore all walls, or other surface areas which may have been affected by any previous signage installation, all to the satisfaction of the State. In the event of the failure on the part of Operator to so remove, obliterate, or paint-out each and every sign, poster, or similar device in a manner satisfactory to the State after being so requested by the State, the State may perform such work, and Operator shall, upon demand, pay or reimburse the State for all costs and expenses for such removal work plus a twenty-five percent (25%) administrative overhead fee.

Nothing contained in this Article XII. (Signs) shall limit nor be construed to limit the effect of the covenants and provisions of Article XV. (Surrender of Premises and Use of the Automobile Parking Facilities) hereof.

ARTICLE XIII. INGRESS AND EGRESS

A. Reasonable access. The Operator, and Operator's officers, employees, agents, and Guests, in common with others, shall have the nonexclusive right of ingress to and egress from the Premises, the Automobile Parking Facilities, 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 dangerous products or materials, shall be subject to the prior written permission 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 promulgated, 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 Operator.

D. Right to change pedestrian traffic control.

1. State's control. The State may, at any time, temporarily or permanently, close, change, or alter pedestrian traffic routing through any part or parts of the Airport and its terminal building areas. Such adjustments or changes may directly or indirectly affect the amount and flow of potential customer traffic. However, by entering into this Contract, Operator recognizes the State's rights and responsibilities to provide convenient and efficient public access and thoroughfare, and Operator, therefore acknowledges the State's right to adjust, amend, alter, or otherwise revise pedestrian traffic patterns in the best interest of the operation of the Airport, as determined by the State, in its sole discretion, or as may be required by applicable federal regulations.

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

3. 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 patrons to the Automobile Parking Facilities, Operator, by virtue of such changed condition, shall not be entitled to any rebate or relief from any or all Concession Fees or other payments to the State. The Operator shall have no claim for any rebate or adjustment to the Concession Fees owed to the State for any change which may arise as a result of the State's revision or adjustments to pedestrian and vehicular routes on the Airport except as specifically provided for in this Contract.

ARTICLE XIV. LIABILITY AND INDEMNITY

The use of the Airport, the Automobile Parking Facilities and the Premises by Operator, and Operator's officers, employees, agents, and Guests, in common with others, shall be at their sole risk during and throughout the term of this Contract. The State shall not be liable for, and Operator agrees that it shall, without limitation, at all times, with respect to the Automobile Parking Facilities and the Premises and the rights granted herein:

A. Care. Use due care for public safety; and

B. Indemnification. Indemnify, defend, save, insure, and hold the State, and the State's officers, employees, and agents harmless from and against:

1. Property loss. Loss or damage to property of the State and to the property of others; and

2. Personal injury. Any and all actions, causes of action, claims, damages, demands, judgments, liabilities, losses, suits, costs and expenses, including any and all attorneys' fees and demands therefor arising out of or resulting from injury to or death of any person, when such loss, damage, injury, or death arises or results from any act or omission of Operator, and/or Operator's officers, employees, agents, or Guests occurring during or in connection with Operator's:

a. Covenants. Performance or nonperformance of the covenants, terms and conditions of this Contract;

b. Laws. Observance of or compliance with, or nonobservance of or noncompliance with, any federal, State, or local (County or municipal) law, statute, code, ordinance, order, decree, requirement, rule, or regulation; and/or

c. Maintenance. Occupancy, use, maintenance, or enjoyment of the Premises, the Automobile Parking Facilities, and/or any other part or portion of the Airport, including any accident, fire, or nuisance growing out of or caused by any failure on the part of Operator to maintain the Premises and the Automobile Parking Facilities in a safe condition.

Further, Operator does hereby release, without limitation, the State, and the State's officers, employees, and agents from any and all actions, causes of action, claims, damages, demands, judgments, liabilities, losses, suits, costs and expenses, including any and all attorneys' fees and demands therefor, that may arise during the term of this Contract from damage to or destruction of Operator's property that is not the result of or caused by the negligence of the State.

ARTICLE XV. SURRENDER OF PREMISES AND USE OF THE AUTOMOBILE PARKING FACILITIES

A. In General. Operator shall promptly and peaceably surrender to the State possession of the Premises and use of the Automobile Parking Facilities, or a portion thereof, and Improvements thereon, as applicable, on the date of cessation of this Contract, whether such cessation be by termination, expiration, or otherwise, quietly and in good order and condition as that which existed at the Commencement Date of this Contract, or at the time-of-installation of the Improvements, reasonable wear and tear arising from use of the Premises and the Automobile Parking Facilities, or the applicable portion thereof, and damage resulting from causes over which Operator had no control, excepted.

B. Free of trash. The Premises and the Automobile Parking Facilities shall be free of trash, rubbish, debris, junk, inoperable equipment, and abandoned Personal Property. All gates,

windows, doors and locks shall be properly secured, and all keys of every type to the Premises, the Automobile Parking Facilities, and the Improvements thereon shall be turned in to the State upon surrender of the Premises and the Automobile Parking Facilities.

C. Environmental compliance. The Operator shall observe, comply with, and completely satisfy all of the environmental/Hazardous Substance requirements prescribed and set forth in Article XVI.C. (Environmental Matters) hereof, prior to returning the Premises and the Automobile Parking Facilities to the control and jurisdiction of the State, or to a succeeding Operator or other occupant.

D. Transition. In the event that Operator is not the successful recipient of a successor Contract beyond the term prescribed and set forth by this Contract, Operator shall assist in the peaceful and smooth transition and occupancy by the succeeding occupant. In order to assist in and accomplish a peaceful and smooth transition to the succeeding occupant, Operator shall, upon receipt of written notice from the State, allow entry into and upon the Premises and the Automobile Parking Facilities by the succeeding occupant during all reasonable hours and times prescribed by the State. In the event of dispute or disagreement, the State shall be deemed the sole arbiter for resolution, and Operator agrees to abide by any decision rendered by the State. The Operator shall not remove, destroy, or otherwise render unusable, any item, article, fixture, structure, building, improvement, or portion of the Premises or the Automobile Parking Facilities deemed by this Contract to be a part of the fixed Improvements. If Operator fails to properly perform its obligations, or any part thereof, as described in this Article XV. (Surrender of Premises and Use of the Automobile Parking Facilities), such failure shall be a violation of the foregoing requirement, and Operator shall be responsible and liable for replacement or remedy, including payment to the State, upon demand from the State, of all monies deemed necessary by the State to correct, remedy, and cure Operator's failure, and/or for repairing or replacing any item, article, fixture, improvement, or portion of the Premises and the Automobile Parking Facilities damaged, removed, or rendered unusable by Operator.

ARTICLE XVI. COMPLIANCE WITH LAWS

A. Generally. The Operator and Operator's officers, employees, agents, and Guests shall, at all times during and throughout the term of this Contract, and with respect to all phases of its performance under this Contract, fully and completely observe, comply with and satisfy all applicable laws, statutes, codes, ordinances, orders, rules and regulations of all governmental authorities, including, without limitation, the U.S., 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, codes, or ordinances, or make and enforce orders, rules, and regulations with respect to: (1) the Premises, the Automobile Parking Facilities and the Airport; (2) all phases of Operator's conduct of its operations; (3) Operator's maintenance and repair of the Premises and the Automobile Parking Facilities; and (4) Operator's performance under this Contract.

The Operator shall also: (1) obtain and keep current all licenses and permits required by any governmental authority (whether federal, State of Hawaii, municipal, or County) for the conduct of Operator's operations on the Premises, the Automobile Parking Facilities, and the Airport; and (2) promptly pay, when due, any and all required Concession Fees, and other fees and charges.

Notwithstanding the foregoing covenants, provisions, and requirements, Operator shall have the right, in its own name, to contest, in good faith, the validity or applicability of any law, statute, code, ordinance, order, decree, rule, or regulation of any governmental body or agency pertaining to the Premises, the Automobile Parking Facilities, and Operator's conduct of its operations thereon. The fact that Operator may, in connection with such contest, refrain from complying with such law, statute, code, ordinance, order, decree, rule, or regulation shall not affect in any way Operator's obligation to: (1) refrain from subjecting any part or portion of the Automobile Parking Facilities or the Premises to forfeiture or loss; and (2) pay the required Concession Fee and other fees and charges prescribed and set forth in Article VI. (Payment and Reporting Requirements) hereof.

B. Compliance with Americans with Disabilities Act.

1. Operator's warranty. The Operator agrees that it shall conduct its operations, and occupy or use the Premises and the Automobile Parking Facilities in accordance with: (a) the ADA, including, without limitation, modifying Operator's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons; and (b) the ADAAG.

2. Accessible services. The Operator 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. The Operator shall provide the services and conduct its operations as specified in this Contract in a manner that complies with the ADA, and any and all other applicable federal, State of Hawaii, and local disability rights legislation. The Operator agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Contract, and Operator further agrees that any violation of this prohibition on the part of Operator, and Operator's officers, employees, agents, Guests, successors, and/or assigns shall constitute a material breach of this Contract.

3. ADA audit. The Operator shall conduct and complete, at Operator's sole cost and expense, an audit as required under the ADA, identifying and describing the architectural barriers to disabled access at the Premises and the Automobile Parking Facilities, which must or should be removed, which audit shall be subject to the State's review and approval. The Operator agrees to remove, at Operator's sole cost and expense, all such barriers identified and described in the audit approved by the State.

4. Operator's alterations. Within ninety (90) days of the Commencement Date, Operator shall have the responsibility to sign, paint, and maintain a parking stall outside of their office area(s), and to provide an accessible ramp(s) and communication system, to facilitate

use by the disabled. With respect to all work required to be performed by Operator in preparing the Premises and the Automobile Parking Facilities for Operator's occupancy and use, including, without limitation, the construction, installation, renovation, and/or refurbishment of any and all Improvements at, in, on, over, or under the Premises and the Automobile Parking Facilities, Operator agrees to complete such work in full compliance with the ADA and ADAAG. Upon the State's request, Operator shall provide the State with evidence reasonably satisfactory to the State that all such work by Operator was completed in compliance with the ADA and ADAAG. The Operator further agrees that any and all future alterations, renovations, and/or Improvements made by Operator to the Premises and the Automobile Parking Facilities shall comply with the ADA and ADAAG.

5. Notice. The State and Operator agree to promptly (not to exceed three [3] consecutive calendar days) give written notice to the other of any and all notices which the State or Operator receives alleging ADA violations.

6. Operator's indemnification. The Operator shall indemnify, defend, keep, save, and hold the State and the 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 Operator's failure or alleged failure to observe, comply with, and completely satisfy Operator's obligations hereunder with respect to the ADA.

C. Environmental Matters.

1. Baseline and Concluding Environmental Assessments.

a. Baseline Environmental Assessment. The parties acknowledge that no Baseline Environmental Assessment (BEA) was performed for the Premises or the Automobile Parking Facilities prior to Operator's use or occupancy of such areas under this Contract. Prior to such use or occupancy of the Premises (unless otherwise agreed in advance in writing by the State), Operator shall conduct a BEA (including subsurface investigation) to determine the environmental condition and state of compliance with Environmental Laws of the Premises, the Automobile Parking Facilities, and all pre-existing Improvements thereon. The scope of the BEA will be determined in advance by the State, and must meet or exceed the requirements established by the State at the time the BEA is to be performed. The BEA shall be conducted at Operator's expense according to procedures and by a qualified person or entity approved by State.

b. Concluding Environmental Assessment. Prior to the expiration or earlier termination of this Contract and before it vacates the use and occupancy of the Premises and the Automobile Parking Facilities (unless otherwise agreed in advance in writing by the State), Operator shall conduct a Concluding Environmental Assessment (CEA) to determine the environmental condition and state of compliance with Environmental Laws of the Premises, the Automobile Parking Facilities, and all Improvements thereon. The scope of the CEA will be

determined in advance by the State and must meet or exceed the requirements established by the State at the time the CEA is to be performed. The CEA shall be conducted at Operator's expense according to procedures, and by a qualified person or entity, approved by the State. The State, at its option, may elect to conduct or participate in the CEA, either directly or through designated representatives or consultants. Unless otherwise agreed by the parties in writing at the time the scope of the CEA is decided, if the State, instead of Operator conducts the CEA, the audit will be at Operator's expense, which sum shall promptly be paid to the State; provided that if the State conducts a separate CEA in addition to Operator's CEA, the State will bear the cost of its own audit.

If a BEA or any environmental or regulatory compliance audit or testing was performed for any portion of the Premises and the Automobile Parking Facilities prior to Operator's occupancy or use thereof during the term of this Contract, the scope of the CEA shall include, at a minimum, testing for all substances tested for during any such BEA, audit(s), and prior testing, unless a different scope is mutually agreed to by the parties at the time the CEA protocol for the Premises and the Automobile Parking Facilities is determined. The final results of the CEA (including any reports, documents, or test results) shall be simultaneously provided to the State and Operator. In addition, the State shall have access, upon reasonable notice and at reasonable times, to all information, raw data, opinions, and test results generated by the CEA, excluding legally privileged information or opinions.

As part of the CEA, Operator shall provide to the State documentation, prepared by a State-approved person or entity, that: (1) the Premises and the Automobile Parking Facilities are: (a) free of Hazardous Substances, solid waste, and other contamination or, alternatively, that any such remaining materials or substances do not exceed minimum allowable levels established by Environmental Laws, and meet applicable standards approved or recommended by regulatory agencies with authority over any material aspect of the work or the substances in question; and (b) Operator is in compliance with applicable Environmental Laws; and (2) the removal or remediation of any Hazardous Substances, solid waste, and/or contamination has been done in accordance with all applicable Environmental Laws and regulatory requirements. Documentation regarding remaining Hazardous Substances, solid waste, and other contamination shall specify, at a minimum, the name, level/amount, and extent of all such materials or substances located at, on, or under the Premises and the Automobile Parking Facilities at the time the CEA is conducted, and shall explain why such substances have not been removed. If (as is determined by the State or any governmental agency) any such substances or materials do or may pollute or contaminate the environment, and/or may adversely affect the health, welfare, or safety of persons, whether located on the Premises, the Automobile Parking Facilities, or elsewhere, or may materially impair or interfere with the condition, use or enjoyment of the Premises, the Automobile Parking Facilities, or any other Airport property, then the State, at its sole discretion, may require that such documentation include an immediate remediation plan and/or long-term monitoring and surveillance plan approved by the DOH for any contamination identified, and an acknowledgement of responsibility and indemnification for any and all claims and damages associated with such contamination, including potential future claims and damages. Any such plan or response action

shall meet or exceed the compliance action requirements of Article XVI.C. (Environmental Matters) hereof, and shall be submitted for review and approval by the State prior to implementation.

If the CEA confirms the presence (surface or subsurface) of substances in excess of the baseline quantities or levels established by any applicable BEA, and in excess of allowable levels established by Environmental Laws, or if other environmental compliance audits, studies, or investigations reveal contamination by Hazardous Substances, solid waste, or other substances, or demonstrates that remedial action is necessary or required (as determined by the State or any governmental agency) to protect the public health and safety, and/or the environment from actual or potential harm, or to bring any portion of the Premises and the Automobile Parking Facilities into compliance with then applicable Environmental Laws or any applicable federal, State of Hawaii, or local law, regulation, code, standard, or order, or to restore any material impairment of the value of any portion of the Premises, the Automobile Parking Facilities, or other affected property, then Operator agrees to immediately undertake and to promptly complete to the satisfaction of the State and the DOH, in accordance with all applicable laws and the provisions of Article XVI.C. (Environmental Matters) hereof, and at Operator's sole expense, any necessary or required clean-up, removal, or remedial action. For purposes of Article XVI.C.1.b. (Concluding Environmental Assessment) hereof, it shall be presumed that any condition requiring remedial action resulted from the operations of Operator, its agents, employees, sublessees, contractors, or other third parties acting under Operator's direction or control.

2. Operator's activities and duties.

a. Compliance with Environmental Laws. The Operator agrees, at its sole cost and expense, to comply with all Environmental Laws applicable to its occupancy, activities, operations, and use of the Automobile Parking Facilities and the Premises. This duty shall survive the expiration or termination of this Contract, which means that Operator's duty to comply with Environmental Laws shall include all Environmental Laws that may apply, or be determined to apply, to the occupancy and activities of Operator on the Automobile Parking Facilities and the Premises both during and after the expiration or termination of this Contract. Failure of Operator to comply with any and all Environmental Laws shall constitute a breach of this Contract for which the State may, in its sole discretion, terminate this Contract, exercise its remedies under this Contract, including the remediation of any condition on behalf of Operator, at Operator's sole cost and expense, under Article XVI.C.2.e. (Environmental Investigations and Assessments) hereof, and Article XVI.C.2.g. (Restoration and Surrender of Automobile Parking Facilities and the Premises) hereof, and take any other action at law or in equity it deems appropriate.

b. Hazardous Substances. The Operator 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 Automobile Parking Facilities or the Premises without first obtaining the prior written consent of

the State, which consent may be withheld by the State in its absolute discretion, and Operator 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 Contract.

c. Notice to State. The Operator shall keep the State fully informed at all times regarding all matters related to any Environmental Laws affecting Operator, the Automobile Parking Facilities 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 Automobile Parking Facilities and the Premises, together with evidence that Operator has in effect all required and appropriate permits, licenses, registrations, approvals, and other consents that may be required by any federal, State of Hawaii, or County authority or Environmental Laws. The Operator shall provide said list and accounting at the commencement of this Contract, and shall update said list and accounting whenever any Hazardous Substance not accounted for by Operator is present on or about the Automobile Parking Facilities or the Premises by any means. The Operator 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 any way to Operator by any federal, State of Hawaii, 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 of Hawaii or County agency or authority, including copies of all correspondence, claims, complaints, warnings, reports, technical data, and any other documents received or obtained by Operator. At least thirty (30) days prior to termination of this Contract, or termination of the use or possession of the Automobile Parking Facilities and the Premises by Operator, whichever occurs first, Operator shall provide the State with written evidence satisfactory to the State that Operator has fully complied with all Environmental Laws, including any orders issued by any governmental authority that relate to the Automobile Parking Facilities or the Premises, and the results of all assessments and investigations that may be ordered by the State pursuant to Article XVI.C.2.e. (Environmental Investigations and Assessments) hereof, or by any governmental agency responsible for enforcement of the Environmental Laws.

d. Disposal/Removal. Except for the possession and handling of Hazardous Substances for which Operator is exempt, and those certain Hazardous Substances for which Operator has obtained all currently required permits to store or use Hazardous Substances on or about the Automobile Parking Facilities or the Premises, including written permission from the State, Operator shall cause any Hazardous Substances to be removed and transported from the Automobile Parking Facilities and the Premises for disposal solely by duly licensed Hazardous Substances transporters, to duly licensed facilities for final disposal, as required by any applicable Environmental Laws. The Operator 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.

e. Environmental Investigations and Assessments. The Operator, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises and the Automobile Parking Facilities to determine the presence of any Hazardous Substance at, in, on, under, or about the Premises and the Automobile Parking Facilities as may be directed from time to time by the State, in its sole discretion, or by any federal, State of Hawaii, or County agency or authority. The extent and number of any environmental investigations and assessments, including testing and analyses incident thereto, shall be determined by the State or the federal, State of Hawaii, or County agency or authority directing said investigations and assessments to be conducted. The Operator shall retain a competent, certified, and qualified person or entity that is satisfactory to the State to conduct said investigations, assessments, testing, and analyses. The Operator shall cause said person or entity conducting those assessments, investigations, tests, and analyses to provide the State and other governmental authorities with the written results of all assessments, investigations, tests, and analyses. Pursuant to this Contract, Operator may be required to have environmental assessments conducted as aforesaid prior to, or at the time of Operator taking possession of the Premises and the Automobile Parking Facilities under this Contract, and prior to, or at the time of the termination of this Contract in order to determine the condition of the Premises and the Automobile Parking Facilities.

f. Remediation. In the event that any Hazardous Substance is used, stored, treated, disposed on the Automobile Parking Facilities or the Premises, handled, discharged, released, or determined to be present on or about the Automobile Parking Facilities or the Premises as a result of Operator's activities or operations, Operator shall, at its sole expense and cost, remediate the Automobile Parking Facilities and the Premises of any such Hazardous Substance, and dispose of/remove said Hazardous Substance in accordance with Article XVI.C.2.d. (Disposal/Removal). This duty to remediate includes strict compliance with all Environmental Laws, as well as any directives by the State to Operator to remediate Hazardous Substances. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to the State and other governmental authorities, as the case may be.

If Operator has conducted a BEA of the Premises and the Automobile Parking Facilities, which includes soil and ground water analyses for Hazardous Substances, at the Commencement Date of this Contract or Operator's use and occupancy of the Premises and the Automobile Parking Facilities, whichever shall have first occurred, and the State reviewed and approved said BEA, Operator shall be responsible for remediation and restoration of the Premises and the Automobile Parking Facilities to the extent it is necessary to remediate and restore the Premises and the Automobile Parking Facilities to the condition of the Premises and the Automobile Parking Facilities and levels of any contamination or Hazardous Substances that existed on the Premises and the Automobile Parking Facilities at the commencement of Operator's occupancy or term of this Contract, whichever shall have first occurred, as shown by said BEA.

g. Restoration and Surrender of Automobile Parking Facilities and Premises. The Operator hereby agrees to timely surrender of the Automobile Parking Facilities and the Premises upon termination of this Contract and, prior thereto, shall restore the Premises and the Automobile Parking Facilities, including the soil, water, ground water, and structures at, in, on, under, or about the Premises and the Automobile Parking Facilities to the same condition as the Premises and the Automobile Parking Facilities existed at the commencement of this Contract, as determined by the State, reasonable wear and tear excepted. Said surrender and restoration shall be at the sole cost and expense of Operator. This duty to restore the Premises and the Automobile Parking Facilities includes remediation as described in Article XVI.C.2.f. (Remediation) hereof. This duty also includes, but is not limited to, the removal of all pipes, pipelines, tanks, and containers of any kind that Operator has installed or erected on the Automobile Parking Facilities and the Premises. In the event Operator does not timely restore the Premises and the Automobile Parking Facilities to a satisfactory condition, as determined by the State, Operator understands and agrees that the State may exercise its rights under Article XVI.C.2.i. (State's Right to Act) hereof, and until such time as the restoration is complete to the satisfaction of the State, Operator shall be liable for the Concession Fee and other payments as stated in Article VI (Payment and Reporting Requirements) hereof in the same manner and amount as if this Contract 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 and the Automobile Parking Facilities which may be imposed on the State or Operator by any governmental authority.

h. Tanks, pipelines inspections and repairs. Unless the State specifically agrees in writing prior to their installation, all pipes, pipelines, tanks, containers, or conduits of any kind (hereinafter referred to as a "Facility"), that may at any time have contained, or may have been intended to contain, Hazardous Substances of any type that Operator intends to install on the Automobile Parking Facilities or the Premises must be installed above ground level in such manner that allows for periodic inspection and maintenance of the Facility for purposes of determining the existence of leaks and discharges from, and deterioration of any kind to, and that allows repair of the Facility. The Operator shall provide the State with prior notice of Operator's intent to install a Facility to allow the State ample time, as determined by the State, to inspect the plans for installation of such a Facility. Said Facility shall not be installed unless and until the Facility, and its manner of installation, is approved by the State and is in full compliance with the SPCC rules. Within ninety (90) calendar days of the Commencement Date of this Contract, or commencement of possession of the Premises and the Automobile Parking Facilities by Operator, whichever first occurs, Operator shall submit a SPCC Plan to control and remedy any spill, discharge, or leak from any Facility on the Automobile Parking Facilities or the Premises during the term of this Contract, which plan shall include the cleanup of all Hazardous Substances that may be spilled, discharged, or leaked, to the satisfaction of the State. The Operator shall also submit to the State a plan for Operator to conduct, or cause to be conducted, regular inspections of all Facilities on or about the Automobile Parking Facilities and the Premises for the purpose of preventing any leak, discharge, or spill from said Facilities. Said contingency plan and inspection plan are subject to the approval of the State. The Operator shall timely obtain and maintain in effect all required permits, licenses, and approvals for such

Facilities from all applicable governmental authorities. Failure to submit said plans, to comply with said plans, or obtain and maintain any required permits, licenses, or approvals constitutes a breach of this Contract, giving the State the right to immediately terminate this Contract, take possession of the Premises and the Automobile Parking Facilities, and pursue any other remedy available to the State.

i. State's right to act. In the event Operator fails, for any reason, to comply with any of its duties under this Contract 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. The Operator hereby grants access to the Automobile Parking Facilities and the Premises at all hours to the State, its agents, and anyone designated by the State 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 Operator, and Operator hereby agrees to pay those costs and expenses plus a fifteen percent (15%) administrative overhead fee to the State, and indemnify the State, its officers, employees, agents, and representatives from 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 cost, expense, or liability.

j. Release and indemnity. The Operator 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 Operator by reason of any Hazardous Substance, caused or permitted by the Operator, that may be present by whatever means at, in, on, under, or about the Automobile Parking Facilities or the Premises. The Operator 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 Automobile Parking Facilities or the Premises, the State's ownership of the Automobile Parking Facilities and the Premises, or this Contract, including the presence of any Hazardous Substance at, in, on, under, or about the Automobile Parking Facilities or the Premises caused or permitted by the Operator. The parties understand and agree that this indemnification clause 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. The representations and indemnities set forth by Operator in this paragraph shall survive the expiration or termination of the Contract, or the transfer of any interest in the Contract by the Operator.

k. Surety/Performance Bond for cleanup/restoration. At its sole cost and expense, Operator shall provide the State with a Surety/Performance Bond, or other security satisfactory to the State, in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) to assure removal of any structures, including pipelines, tanks,

conduits, and any Hazardous Substance installed, caused or permitted by Operator. Said Bond or security shall also provide for payment of the costs of remediation and restoration of the Automobile Parking Facilities and the Premises during the term of, or at the conclusion of, this Contract to the satisfaction of the State, and for compliance with all Environmental Laws. The Operator shall provide the State with a copy of said Bond or security. Said Bond or other security shall not be revocable or subject to alteration without sixty (60) days' prior written notice to the State.

1. Insurance. Prior to the commencement of the term of this Contract, Operator 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 Operator. Said policy of insurance shall name the State, its employees, agents, representatives, successors, and assigns as additional insureds. The Operator 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 that Operator changes insurers, or Operator's insurer provides notice of change, cancellation, termination, or modification of its coverage to Operator, Operator shall provide the State with notice of said action thirty (30) days prior to the effective date of said change, cancellation, termination, or modification.

D. Spill Prevention, Control and Countermeasure. 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, often referred to as the SPCC Rules, Operator shall:

1. Operator's compliance with SPCC Rules. Throughout the entire term of this Contract, comply with and completely satisfy the EPA's SPCC Rules now or hereafter adopted, amended, published, and/or promulgated pursuant thereto.

2. Operator's responsibility to prepare and implement SPCC Plan. Prior to the Commencement Date of this Contract and throughout the entire term of this Contract, prepare and implement, and amend, if necessary, Operator's SPCC Plan.

3. Storage of oil and other petroleum products. Notwithstanding the applicability of the SPCC Rules, if Operator stores oil, and/or other petroleum products, and/or by-products in any quantity of less than one-thousand three-hundred and twenty (1,320) gallons, but has in or on the Premises or the Automobile Parking Facilities at least one (1) or more storage container(s) and/or tank(s) equal to or larger than fifty-five (55)-gallon capacity, then Operator is required under this Contract to prepare and implement a written plan which conforms to the SPCC Plan requirements under the SPCC Rules and to comply with and completely satisfy at least the portion of the SPCC Rules 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 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 NPDES regulations found in HAR §11-55 and the appendices thereto, as amended, and enforced by the EPA and the DOH, Operator shall, throughout the entire term of this Contract, comply with and completely satisfy all of the NPDES regulations governing general permits and consolidated permits, if applicable, now or hereafter adopted, amended, published, and/or promulgated pursuant thereto.

F. Airport Security. The Operator shall comply with, and completely satisfy all of the security requirements for the Airport, and any and all applicable security access procedures, rules, and/or regulations prescribed by the State and/or the TSA.

1. Security agreements. The Operator shall enter into security agreements with the State that may be required by the TSA for Airport security purposes, and said agreements shall become part of this Contract, as well as the agreements, covenants, promises, provisions, requirements, terms, and conditions contained herein, although executed separately.

2. Operator to maintain security. The Operator shall also maintain security in such a manner that unauthorized persons shall not have access to any secure or restricted Airport operations area through any part(s) or portion(s) of the Automobile Parking Facilities or the Premises. Agents, Guests, or any other party acting with the permission or consent of Operator shall be under the control, supervision, or guidance of Operator when entering any secure or restricted Airport operations area. The Operator shall enter into any separate supplemental agreement required by the State or the TSA that covers Airport security requirements to ensure the protection of the Airport.

3. Failure to prevent violations. The Operator accepts liability and responsibility for: (a) Operator's failure to observe, comply with, and/or completely satisfy any and all Airport security requirements and applicable security access procedures, rules, or regulations prescribed by the State and/or the TSA; (b) Operator's failure to prohibit unauthorized persons and vehicles from entering the restricted Airport operations area through any part(s) or portion(s) of the Automobile Parking Facilities or the Premises; and (c) any and all reimbursements to the State when the State has made direct payments to any citing authority of any fines or penalties for any and all Airport security violations by Operator and Operator's officers, employees, agents, and/or Guests. Failure on the part of Operator to observe, comply with, and completely satisfy this security requirement shall give the State cause to assess a penalty, and/or terminate this Contract pursuant to Article VI.J. (Additional Charges) and Article XXI. (Termination by the State), respectively, hereof.

G. Airport Fire. The Operator shall observe, comply with, and completely satisfy all County, State of Hawaii, and federal fire codes, and shall be solely responsible for, and shall pay

any fines or penalties levied for any and all fire code violations. The Operator shall also, at its sole cost and expense, provide and install connections and hook-ups to the Airport alarm system, when the State establishes such a system. The State's alarm system shall serve as a secondary fire alarm monitoring and indication system. The Operator, and Operator's officers, employees, agents, representatives, and sublessees, are solely responsible for the primary notification and alarm to the appropriate Fire Department Station in case of fire on the Premises or the Automobile Parking Facilities.

ARTICLE XVII. RIGHTS-OF-ENTRY RESERVED

A. Inspection. The State, and the State's officers, employees, agents, and any other person or persons permitted on the Premises and the Automobile Parking Facilities with the express permission or consent of the State, shall have the right, at all reasonable times, to enter upon the Premises, the Automobile Parking Facilities, or any part or portion thereof: (1) for the purpose of inspecting the same; (2) for observing the performance or nonperformance of Operator in its obligations under this Contract; (3) to serve or post, or keep posted thereon, notices provided by any law or statute of the State of Hawaii, or any rule or regulation of the State, which the State deems necessary for the protection of the State, the Airport, and/or the Premises and the Automobile Parking Facilities; and/or (4) for the doing of any act or thing which the State may be obligated or have the right to do under this Contract or otherwise.

B. Maintain Systems. Without limiting the generality of the foregoing, the State, and the State's officers, employees, agents, and any other person or persons permitted on the Premises and the Automobile Parking Facilities with the express permission or consent of the State, shall have the right, for their sole benefit, for the benefit of Operator, and/or for the benefit of persons other than Operator at the Airport, to: (1) maintain existing and future utility, mechanical, electrical, and other systems; (2) enter upon said Premises, the Automobile Parking Facilities, or any part or portion thereof, at all reasonable times, to make such repairs, replacements, additions, or alterations as may, in the opinion of the State, be necessary or desirable, and, from time to time, to construct or install at, upon, within, over, or under the Premises, the Automobile Parking Facilities, or any part or portion thereof, new systems or parts thereof; and/or (3) use the Premises, the Automobile Parking Facilities, or any part or portion thereof, for access to other parts of the Airport not otherwise conveniently accessible. In no event shall any such construction or installation work unreasonably disrupt or interfere with the operations of Operator, and the State shall return the Premises and the Automobile Parking Facilities to the same or similar condition as existed prior to the State's entry upon said Premises or the Automobile Parking Facilities.

C. No Obligation to Construct or Repair. Nothing in this Article XVII. (Rights-of-Entry Reserved) shall impose or shall be construed to impose upon the State any obligation to construct or maintain, or to make repairs, replacements, additions, or alterations to the Premises or the Automobile Parking Facilities, nor shall the State's entry upon the Premises, the Automobile Parking Facilities, or any part or portion thereof, create any liability for any failure

to do so. The Operator is and shall be in exclusive possession of the Premises and the Automobile Parking Facilities. The State, and the State's officers, employees, and agents shall not, in any event, be liable for: (1) any damage to the Premises, the Automobile Parking Facilities, or to the property of Operator located thereupon; and/or (2) any injury or death to any person at, on, or within the Premises or the Automobile Parking Facilities, except as a result of or caused by the negligence of the State.

D. Showing the Premises. At any time, and from time to time, during ordinary business hours, the State, and the State's officers, employees, agents, and/or Guests, whether or not accompanied by prospective lessees, or by prospective occupiers or users of the Premises and the Automobile Parking Facilities, shall have the right to enter upon the Premises, the Automobile Parking Facilities, or any part or portion thereof, for the purpose of exhibiting and viewing all parts of the same, and Operator shall grant and allow such inspection and viewing without undue conditions; provided, however, that the State, and the State's officers, employees, agents, and/or Guests do not unreasonably interfere with the conduct or operation of Operator's Concession operations.

E. No abatement. No abatement of the required rent or other fees payable to the State shall be claimed by or allowed to Operator by reason of the exercise by the State of any or all rights contained in this Article XVII. (Rights-of-Entry Reserved); provided, however, that other than for emergency purposes, nothing contained in this Article XVII. (Rights-of-Entry Reserved) shall permit nor shall be construed to permit the State to exercise any right of access or entry for any of the purposes denoted in this Article XVII. (Rights-of-Entry Reserved), 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 and the Automobile Parking Facilities by Operator.

ARTICLE XVIII. UTILITIES

A. Utility Services.

1. Connection. The State has, at its own cost and expense, brought upon the Premises and the Automobile Parking Facilities, certain public utility services such as electricity, water, sewage, and telephone.

2. Submeters. In the event the State desires the installation of electric submeters for the Premises, the Operator shall be responsible for the purchase and installation expense thereof.

3. Utility costs. During and throughout the term of this Contract, Operator shall be solely responsible for the payment of all costs related to providing electricity, potable water, sanitary sewage disposal, telephone, and other public utility services to the Premises, which utility service costs shall include, but not be limited to meter and utility service deposits,

and any and all utility service fees and charges, regardless of whether or not such utility services are provided by the State or by utility service companies.

4. Service points. If Operator desires any changes to any utility point of supply provided by the State, the expense of making such changes or alterations shall be at Operator's sole cost. When Operator makes connections or reconnections to the service points or lines provided by the State, or makes service disconnections to cease service, Operator shall provide the required advance request and notice to the State, and Operator shall coordinate all of said action with the State.

B. Non-Liability for Interruption. 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 Operator of any of its obligations hereunder, or shall be construed to be an eviction of the Operator, or shall constitute grounds for any diminution or abatement of the fees and charges provided for herein, or grounds for any claim by the Operator against the State for damages, consequential or otherwise, unless first approved, in writing, by the State. However, the State shall proceed as soon as possible to correct the cause of any such failure or interruption.

C. Damages by Operator. In any event, where damages to any electricity, water, sewer, or telephone service line, or any other utility service line or utility service connection is caused by Operator, and/or Operator's officers, employees, agents, or Guests, Operator shall, at its sole cost and expense, be responsible for the repair, restoration, and/or replacement of such utility service line or utility service connection. Nothing herein shall preclude Operator from seeking recovery of the expenses it incurs under this provision from any Guest that caused the damage.

D. Waiver of Damages. The Operator 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, heat, ventilation and air conditioning), or for the failure or interruption of any public or passenger conveniences. The Operator'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 or the Automobile Parking Facilities.

E. Telecommunications Equipment.

1. State's prior approval. The Operator 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 Automobile Parking Facilities or the Premises (such as common areas and other respective unoccupied areas of the Airport), or in currently designated or future primary or secondary

minimum-points-of-entry. The Operator shall be responsible for paying the State the cost 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 contractors, and any entity that provides telecommunication services, such as Hawaiian Telecom, AT&T, government entities, or other Airport tenants.

3. Plans. The Operator 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, 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-built documentation. The Operator 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 constructed or installed containing a separate stamp of Operator's licensed contractor who completed the systems, circuits, and infrastructure work, accompanied by Operator's attestation that said as-built documentation is true and accurate.

5. No sale. The Operator 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 Operator shall not interfere with the State's telecommunication facilities and services. All such facilities and services shall comply with all applicable municipal, State, County 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 Operator 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 Operator's noncompliance with this Article XVIII. (Utilities).

ARTICLE XIX. INSURANCE

A. In General.

1. Operator's cost. With respect to the Automobile Parking Facilities and the Premises, Operator shall procure, at its sole cost and expense, and keep in effect at all times during the term of this Contract, the types and amounts of insurance coverage specified herein. The specified insurance shall also, either by provisions in the policies, by the State's own endorsement form, or by the endorsement attached to such policies, include and insure the State, the State's officers, employees, contractors, and agents, and the State's successors and assigns, as insureds, against the areas of risk covered by the insurance coverages specified herein, including, without limitation, protection against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs, and expenses, including costs of suit and attorneys' fees, resulting from any personal injury, bodily injury, death or property damage, arising out of or related to any acts or omissions of Operator, Operator's officers, employees, agents, and Guests, the use and occupancy of the Airport, including the Premises, the Automobile Parking Facilities and the roadways of the Airport used by Operator, Operator's officers, employees, agents, and Guests, and the operation of the Concession on the Premises and the Automobile Parking Facilities, including related functions performed by or on behalf of Operator at the Airport.

2. Form of policies.

a. Form and substance. All insurance required to be furnished by Operator hereunder shall be pursuant to policies that in form and substance are satisfactory to the State and issued by companies of sound and adequate financial responsibility, who are licensed and authorized to do business in the State of Hawaii, all to the satisfaction of the State. The State may, upon reasonable notice and reasonable grounds, increase or change the insurance required hereunder, in which event Operator shall obtain such required insurance.

b. Required provision. All insurance, except for Workers' Compensation and Employer's Liability Insurance, shall:

(1) Additional insured. Name the State, the State's officers, employees, contractors, and agents, and their successors and assigns as additional insureds.

(2) Severability of interest. Contain a severability of interest (cross liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability..." and a contractual endorsement which shall state "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under insured's Contract with the Department of Transportation, State of Hawaii, for the Management and Operation of the Public and Employee Parking Concession at Kahului and Kapalua-West Maui Airports in the State of Hawaii."

(3) Waiver of subrogation. Contain a waiver of subrogation endorsement in favor of the State.

(4) Notification. Provide that the State shall be notified, in writing, at least sixty (60) days prior to any termination, cancellation, or material change to any such insurance policy (including the Worker's Compensation and Employer's Liability Insurance).

c. All insurance. All insurance shall:

(1) Primary. Be primary, and not in excess of, pro rata or noncontributing to and with any other insurance held or maintained by the State.

(2) No premiums. Not require the State to pay any premiums for any insurance coverage required to be obtained by Operator under this Contract.

d. No partnership. The inclusion of the State, the State's officers, employees, contractors, and agents, and Operator's successors and assigns, as insureds or additional insureds, is not intended to, and shall not make them or any of them, a partner or joint venturer with Operator in the operation of the Concession at the Premises, the Automobile Parking Facilities, or the Airport.

e. Deductibles. The insurance policies required hereunder may provide for reasonable deductibles or retentions, acceptable to the State, based upon the nature of Operator's operation of the Premises and the Automobile Parking Facilities, and the type of insurance involved.

f. Failure to obtain. Upon failure of Operator to provide and maintain the insurance required herein after a ten (10) day prior written notice to comply from the State, the State may, but shall not be required to, procure such insurance at Operator's sole cost and expense, and Operator agrees to immediately reimburse the State for any and all costs thereof plus fifteen percent (15%) to the State for administrative overhead. Any lapse in, or failure by Operator to procure, maintain, and keep in full force and effect, such insurance coverage as is required under this Contract, at any time during and throughout the term of this Contract, shall be a violation of this Contract, and shall give the State the right to assess additional rent and charges, and/or terminate this Contract pursuant to Article XXI. (Termination by the State) hereof.

g. Subrogation. The State agrees to release Operator from the State's claim for loss or damage caused by fire or other casualty covered by fire insurance policies, with extended coverage, only to the extent of any payment received by the State from the insurers. This release also includes a waiver of subrogation by the State's insurer of any right of action against Operator in the event of such loss or damage, to the extent of payment therefor to the

State; provided that said waiver of subrogation is strictly conditional upon acceptance of such waiver by the State's insurer affected thereby. Evidence of such waiver shall be in writing.

h. Proof of insurance. The Operator shall provide proof of all specified insurance and related requirements to the State either by production of the actual insurance policies, by use of the State's own endorsement forms, by broker's letter acceptable to the State in both form and content, or by other written evidence of insurance acceptable to the State, together with appropriate written evidence, satisfactory to the State, that the insurance premiums thereon have been paid. The documents evidencing all specified coverages shall be submitted to the State prior to Operator occupying the Premises and the Automobile Parking Facilities. Each policy shall contain the applicable policy number, the inclusive dates of policy coverage, and the insurance carrier's name, shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, reduction in coverage, or nonrenewal except after written notice by certified mail, return receipt requested, to the State at least thirty (30) days prior to the effective date thereof. The State reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

i. Annual review. The Operator agrees that the insurance limits specified by the State herein shall be reviewed for adequacy annually throughout the term of this Contract by the State, which may, thereafter, require Operator to adjust the amounts of insurance coverage to whatever amounts the State deems to be appropriate.

B. Construction. Before commencing construction of any initial or subsequent work on Improvements on, in, or at the Premises, the Automobile Parking Facilities, or elsewhere at the Airport, or any portion thereof, Operator shall, in addition to other customary insurance or bonds, and at its sole cost and expense, procure, maintain, and keep in full force and effect during and throughout the entire period of construction and installation, or require all of its contractors and subcontractors to procure, maintain, and keep in full force and effect during and throughout the entire period of construction and installation, adequate insurance to protect both the State and Operator against the risks mentioned in Article XIX.A. (In General) hereof, which risks shall be covered by a policy or policies of insurance of the types and minimum amounts indicated as follows:

1. Comprehensive General Liability Insurance. Combined single limit coverage of not less than \$1,000,000.00 per occurrence arising from any one accident or other cause covering:

a. Personal injury. Bodily injury and death.

b. Premises liability. The Premises, the Automobile Parking Facilities, the operations of Operator, and Operator's contractors and subcontractors.

c. Operator liability. Contractual liability for any general indemnification agreement in any contract including, without limitation, this Contract.

2. Property Damage Liability Insurance. Including Broad Form Property Damage Insurance and, where applicable, Underground, Explosion, and Collapse Hazard Liability Insurance: Combined single limit coverage of not less than \$1,000,000.00 per occurrence arising from any one accident or other cause;

3. Workers' Compensation and Employer's Liability Insurance. Not less than \$100,000.00 or as otherwise required by applicable federal and State of Hawaii laws, whichever is higher;

4. Owner's and Contractor's Protective Public Liability and Protective Property Damage Insurance. Combined single limit coverage of not less than \$1,000,000.00 per occurrence arising from any one accident or other cause; and

5. Builder's Risk Insurance (covering fire, extended coverage, vandalism, malicious mischief). Combined single limit coverage of not less than \$250,000.00 per occurrence arising from any one cause.

C. Operation. The Operator shall, at its sole cost and expense, procure, maintain, and keep in full force and effect during and throughout the term of this Contract, adequate insurance to protect both the State and Operator against the risks mentioned in Article XIX.A. (In General) hereof, which risks shall be covered by a policy or policies of insurance of the types and minimum amounts indicated as follows:

1. Comprehensive General Liability Insurance. Combined single limit coverage of not less than \$5,000,000.00 per occurrence arising from any one accident or other cause covering:

a. Personal injury. Bodily injury and death.

b. Premises liability. The Premises, completed products, and operations of Operator.

c. Operator liability. Contractual liability for any general indemnification agreement in any contract including, without limitation, this Contract.

2. Property Damage Liability Insurance. Including Broad Form Property Damage Insurance and, where applicable, Underground, Explosion, and Collapse Hazard Liability Insurance. Combined single limit coverage of not less than \$1,000,000.00 per occurrence arising from any one accident or other cause.

3. Workers' Compensation and Employer's Liability Insurance. Not less than \$100,000.00 or as otherwise required by applicable federal and State of Hawaii laws, whichever is higher.

4. Garage Keepers Liability Insurance. Not less than \$2,000,000.00 per occurrence.

5. Fire and Extended Coverage Insurance for Other Hazards and Perils. On the Premises, the Automobile Parking Facilities, the PRCS and other Improvements purchased and constructed/installed by Operator, whether owned by the State or Operator, and Operator's Personal Property in or on the Premises, or any portion thereof, as would be procured and maintained by a reasonable and prudent owner thereof, the necessary fire policy or policies and extended broad form coverage for other hazards and perils such as, but not limited to: hail, windstorm, hurricane, lightning, explosion, smoke, sprinkler leakage, vandalism, malicious mischief, damage by aircraft and glass, the minimum combined replacement value of which shall be not be less than \$1,000,000.00, or the value of the PRCS and Improvements purchased and constructed/installed by Operator, whichever is greater, per occurrence arising from any one cause.

6. Business Interruption Insurance. Insuring that the MAG and other fees in effect under this Contract during the time of any business interruption will be paid to the State for a period of one (1) year if Operator is unable to operate its Concession at the Automobile Parking Facilities and the Premises due to a risk required to be insured against by Operator hereunder. This business interruption insurance shall also cover business interruptions due to failures or interruptions in telecommunications services, strikes, employee lockouts, riots, or other civil commotion.

7. Commercial Crime Insurance. In the amount of \$500,000.00 to protect the State's funds while said funds are in the custody of the Operator. The commercial crime insurance shall cover, but not be limited to, loss arising from employee theft, employee dishonesty, forgery or alteration, robbery, burglary, embezzlement, theft, disappearance, and destruction, wherever said loss occurs.

8. Motor Vehicles. The Operator, at its sole cost and expense, shall procure, maintain, and keep in full force and effect during and throughout the term of this Contract, the State of Hawaii no-fault motor vehicle (or automobile) liability insurance policy or policies of at least: (1) \$100,000.00 per person per accident, and \$300,000.00 per occurrence for bodily injury and death; (2) an aggregate of \$1,000,000.00 per accident or occurrence for bodily injury and death; (3) \$50,000.00 per accident or occurrence for property damage; and (4) a combined single limit coverage of not less than \$1,000,000.00 per accident or occurrence for bodily injury, death, and property damage for each of its Automobiles, including each Automobile from Operator's fleet operating on or within any Airport roadways and other areas of the Airport. For all Automobiles operated by Operator or Operator's officers, employees, contractors, and agents, entering and operating within the restricted Air Operations Area of the Airport, Operator shall

obtain additional insurance coverage of at least: (i) \$1,000,000.00 per person, per accident for bodily injury and death; (ii) an aggregate of \$1,000,000.00 per accident or occurrence for bodily injury and death; (iii) \$1,000,000.00 per accident or occurrence for property damage; and (iv) a combined single limit coverage of not less than \$1,000,000.00 per accident or occurrence for bodily injury, death, and property damage. The insurance obtained by Operator hereunder shall cover all of Operator's officers, employees, Contractors, and agents or Operator shall require Operator's officers, employees, Contractors, and agents to obtain, at their sole cost and expense, such insurance coverage in favor of the State; provided that Operator shall be solely and fully liable for all costs, including but not limited to all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs, and expenses, including costs of suit and attorneys' fees, resulting from any personal injury, bodily injury, death or property damage, arising out of or related to any acts or omissions of Operator, Operator's officers, employees, agents, and Guests, the use and occupancy of the Airport, including the Premises, the Automobile Parking Facilities and the roadways of the Airport used by Operator, Operator's officers, employees, agents, and Guests, and the operation of the Concession on the Premises and the Automobile Parking Facilities, including related functions performed by or on behalf of Operator at the Airport.

ARTICLE XX. DAMAGE OR DESTRUCTION

A. Partial Damage. If all or a portion of the Premises or the Automobile Parking Facilities 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 budgetary approvals and the limitations as hereafter provided, except that if said damage is caused by the negligence or omission to act of the Operator or the Operator's officers, employees, agents or Guests, the Operator shall be solely responsible for the full costs of all such repairs, and shall directly and fully reimburse the State for the costs and expenses incurred by the State in completing such repair, upon demand and as directed by the State.

B. Extensive Damage. If the damages are so extensive as to render the Automobile Parking Facilities, 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 budgetary approvals and the limitations as hereafter provided, and an appropriate portion of the MAG and Premises rent, if any, payable herein shall abate from the time of the damage until such time as the damaged Automobile Parking Facilities, 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 Operator, or the Operator's officers, employees, agents, or Guests, said MAG, Premises rent and other charges will not abate, and the Operator shall be solely responsible for the full costs of all such repairs,

and shall fully reimburse 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 Automobile Parking Facilities or 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 repaired or replaced within thirty (30) days, the State shall be under no obligation to repair, replace, or reconstruct the Automobile Parking Facilities or the Premises, and an appropriate portion of the MAG and the Premises rent, if any, payable hereunder shall abate as of the time of such damage or destruction, and shall henceforth cease until such time as the damaged Automobile Parking Facilities and Premises are fully restored. The State shall notify the Operator 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 damaged Automobile Parking Facilities have not been repaired or reconstructed, the Operator may terminate this Contract 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 Operator's obligations as set forth in this Contract, particularly in Article XLVI. (Survival of Obligations) herein. Notwithstanding the foregoing, if the Automobile Parking Facilities, the Premises, or a substantial portion thereof, are completely destroyed as a result of the negligence or omission to act of the Operator, or the Operator's officers, employees, agents, or Guests, said MAG and Premises rent shall not abate, and the State may, in its discretion, require the Operator to repair and reconstruct the damaged Automobile Parking Facilities and Premises within twelve (12) months of such destruction, and pay all of the cost therefor, or the State may repair and reconstruct the same within twelve (12) months of such destruction and the Operator shall reimburse the State for the costs 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 Automobile Parking Facilities and the Premises to the same extent and of equal quality as obtained by the Operator at the commencement of its Concession operations hereunder. Redecoration and replacement of supplies and Personal Property shall be the responsibility of the Operator, and any such redecoration, refurnishing, and reequipping shall be equivalent to or better in quality than that originally installed. Replacements or repairs of Improvements by the Operator shall be equivalent to or better in quality than the Improvements so destroyed or damaged, as of the date of the original installation and construction of new Improvements, and as of the Commencement Date of this Contract for any pre-existing Improvements.

E. Restrictions on Abatement. The foregoing provisions for abatement of the obligation to pay the MAG and Premises rent required under this Contract, and for cancellation of this Contract shall not apply if the Operator, its officers, employees, agents, or guests have

caused or are responsible in any way for the Automobile Parking Facilities or the Premises becoming damaged, destroyed, untenable or uninhabitable.

ARTICLE XXI. TERMINATION BY THE STATE

A. Events of Breach or Violation. The Operator shall be in breach or violation of this Contract, and the State will have the right to terminate this Contract, if any one or more of the following events occur:

1. Transfer of interest. When, without the prior written approval or consent of the State, any interest of the Operator under this Contract is transferred or assigned, whether voluntarily or involuntarily, by reason of assignment, sublease of the Premises 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 Operator, 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 were not stockholders at the inception of this Contract, or if the Operator 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 this Contract; or

3. Partnership dissolution. If the Operator is a partnership of any type, and the partnership is dissolved as a result of any act or omission of its partners, or any one 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 takes possession of all or substantially all of the property of the Operator, and such possession or control continues in effect for a period of at least fifteen (15) days without being contested by the Operator, in good faith, by proper legal proceedings within said 15-day period; or

5. Abandonment. When the Operator voluntarily abandons, deserts or vacates the Premises or a significant portion of the Premises, or discontinues its operation of this Concession on or at the Automobile Parking Facilities or the Premises; or

6. Prevented from use. After exhausting or abandoning any right of further appeal, the Operator is prevented, for a period of at least ninety (90) days, by the action of any governmental agency from using the Automobile Parking Facilities or the Premises, regardless of the fault of the Operator; 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 Operator 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 Operator's interest in the Premises, or the Automobile Parking Facilities, because of any act or omission of the Operator, and said attachment, judgment, lien, or encumbrance is not discharged or contested by the Operator in good faith, by proper legal proceedings, within thirty (30) days; or

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

11. Failure to pay taxes. When the Operator fails to duly and punctually make payments due to any agency of the State of Hawaii or any political subdivision ("County") of the State of Hawaii, including, but not limited to, payments for any permit, license, or contract, 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 Operator fails to provide, maintain, and upgrade, as necessary, the quality of its Concession equipment or services to the satisfaction of the State, as required by Article IX. (Obligations of the Operator) hereof, 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 Operator fails to keep, perform, and observe each and every other contract, promise, covenant, term, and condition set forth in this Contract, 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 Operator's receipt of a written notice from the State of such breach or violation, by personal service, registered mail or certified mail to the Operator, except where fulfillment of the Operator's obligation requires activity over a period of time, and the Operator 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 Operator's control; or

14. General assignment. The Operator 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 U.S., or of any State of Hawaii 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 Automobile Parking Facilities or the Premises; or

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

16. Other Contracts. When the Operator fails to cure or remedy any breach or violation of any promise, covenant, term, and condition of any permit, contract, lease, Contract, or other Contract entered into between the State and the Operator during the term of this Contract.

B. Default and Termination. In the event of any breach or violation due to the occurrence of any of the events enumerated in Article XXI.A. (Events of Breach or Violation) hereof, 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 Operator.

1. Failure to correct violation. If the Operator 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:

a. 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.J. (Additional Charges) hereof; and

b. Liquidated damages. Assess liquidated damages as prescribed and set forth in Article VI.K. (Liquidated Damages) hereof; and

c. Termination letter. Concurrent with or subsequent to the assessment of such additional charge and fines, subject to Section 171-21, HRS, proceed to terminate this Contract by providing a written Letter of Termination and Notice to Vacate to the Operator.

2. Prohibition from bidding. In the event that this Contract is terminated by the State because of a breach or violation as set forth in this Article XXI. (Termination by the State), the Operator will not be allowed to bid on or enter into any other Contract, or other contract 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 Letter of Termination and Notice to Vacate, as provided in Article XXI.B. (Default

and Termination) hereof, the right to re-enter the Premises and the Automobile Parking Facilities, 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 Operator under this Contract, and shall in no event constitute an acceptance of surrender.

D. Operator's Rights Cease. Upon such termination by the State, all rights, powers, and privileges of the Operator granted hereunder shall cease. Unless otherwise stated herein, the Operator shall immediately vacate the Premises and the Automobile Parking Facilities, and the Operator 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, Operator shall have no right to or claim upon any Improvement, including the PRCS or the value thereof, which may have been constructed, installed, erected, or placed by Operator on, in, or at the Automobile Parking Facilities, the Premises, or elsewhere at the Airport. The State may also remove or store any of Operator's Personal Property located thereon or therein, at the sole cost and expense of Operator, without the State being liable to Operator for damage or loss thereby sustained by Operator.

E. Waiver of Redemption and Damage. The Operator 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 Contract to re-enter and regain and resume possession of the Premises and the Automobile Parking Facilities, and to remove Operator, the Improvements, and Operator's Personal Property from the Automobile Parking Facilities and the Premises, and to store or dispose of any of Operator's property at the Airport, including Operator's Personal Property.

The Operator hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event Operator is dispossessed for any cause, or in the event State obtains or retains possession of the Premises and the Automobile Parking Facilities, in any lawful manner. The Operator further agrees that in the event the manner or method employed by the State in reentering or regaining possession of the Premises and the Automobile Parking Facilities gives rise to a cause of action in Operator for forcible entry and detainer under the laws of the State of Hawaii, the total amount of damages to which Operator shall be entitled in any such action shall be the sum of ONE AND NO/100 DOLLAR (\$1.00), and Operator 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 Operator's Obligations.

1. Operator's obligations remain. In the event that this Contract is terminated by the State, or in the event the State reenters, regains or resumes possession of the Premises, and the Automobile Parking Facilities, all of the obligations of the Operator hereunder shall survive and shall remain in full force and effect for the full term of this Contract as if there had been no termination, reentry, regaining or resumption of possession.

2. Concession Fee, rent, and other charges remain due. Subject to the State's obligation to mitigate damages, the amount of the fees and charges hereunder 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 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. Fee amount subsequent to termination. The amount of damages due to the State by the Operator for the period of time subsequent to termination, reentry, regaining or resumption of possession shall be subject to an offset for any fees and charges received by the State during the remaining term of this Contract (as if no termination, reentry, regaining or resumption had taken place) from a succeeding Operator of this Concession, and shall be determined as follows:

a. Utility Payments. With respect to the Operator's utility payment obligation, the utility payment due the State shall be the same amount that would have been due to the State by the Operator during the balance of the term of this Contract as if there had been no termination, reentry or regaining or resumption of possession. For the purpose of computation hereunder, the amount of utility payments shall be derived by dividing the Operator's total utility payments due during the twelve (12) months immediately preceding termination, by three hundred sixty-five (365) days, and then multiplying the result by the number of days in the balance of the term hereof.

b. Minimum Annual Guarantee and Premises Rent. The cumulative total of the Operator's MAG and Premises rent obligation, (using the MAG and Premises rent in effect at the date of termination to compute the total for the remainder of the term) less the amount paid prior to the effective date of termination.

c. Percentage Fees. With respect to the Operator's Percentage Fees, the amount of such Percentage Fees that would have been due to the State by the Operator during the balance of the term of this Contract as if there had been no termination, reentry or regaining or resumption of possession. For the purpose of computation hereunder, the amount of gross receipts shall be derived by dividing Operator's total gross receipts from the Concession during the twelve (12) months immediately preceding termination, by three hundred sixty-five (365) days, and then multiplying the result by the number of days in the balance of the term hereof.

d. No effect on State's rights. The State and the Operator agree that the damages specified above shall not affect or be construed to affect the State's right to such damages even if the Operator has not received any actual gross receipts under this Contract.

G. Additional Rights of the State. The State, upon termination of this Contract, may occupy the Premises and the Automobile Parking Facilities, and will have the right to permit any person, firm, corporation or entity to enter upon the Premises and the Automobile Parking Facilities, and use the same. Such occupation by others may be of only a part of the Premises,

the Automobile Parking Facilities, or the whole 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, reentry, regaining or resumption of possession had taken place, and on terms and conditions the same as or different from those set forth in this Contract. The State will also have the right to repair or to make such structural or other changes in the Premises and the Automobile Parking Facilities, as are necessary in its judgment to maintain the suitability thereof for any uses and users including uses and purposes similar to those granted under this Contract, without affecting, altering or diminishing the obligations of the Operator hereunder.

H. Termination before Commencement. If any of the events enumerated in Article XXI.A. (Events of Breach or Violation) hereof occur prior to the commencement of the term of this Contract, the Operator shall not be entitled to enter into possession of the Premises, the Automobile Parking Facilities, or any portion thereof, and the State, upon the occurrence of any such event, or at any time thereafter during the continuance thereof, with twenty-four (24) hours' notice to the Operator, may cancel or terminate the interest of the Operator under this Contract, such cancellation or termination to be effective upon the date specified in such notice.

ARTICLE XXII. WAIVER

A. State Waiver. No acceptance by the State of 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 Operator will be deemed a waiver of any right on the part of the State to terminate this Contract 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 by the other party under this Contract or to exercise any right, power, or remedy consequent upon a breach hereof will 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 Operator, in the performance of any of the covenants, provisions, requirements, stipulations, terms, or conditions of this Contract will 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 the default, performance, or the period of time specified in such express waiver.

C. Cumulative Remedies. The rights, powers, privileges, options, and remedies of the State contained in this Contract 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 XXIII. WITHDRAWAL

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

B. Notice. The State shall give Operator written notice of any such withdrawal or recapture, and State's intent to cancel or terminate this Contract as to the portion of the Automobile Parking Facilities and/or Premises so withdrawn or recaptured, not less than sixty (60) days prior to the effective date of such cancellation or termination.

C. Improvements. The State shall pay to Operator the then-unamortized value of the PCRS referenced in Article X. (Title to Parking Revenue Control System [PRCS] Installed by Operator) of this Contract, and those other Improvements purchased and installed by Operator at Operator's sole cost and expense, during the term of this Contract in, at, or upon the portion of the Automobile Parking Facilities and the Premises being withdrawn or recaptured. The unamortized value of the withdrawn PCRS shall be determined based on straight line depreciation over a five (5) year period commencing on the Commencement Date of this Contract, regardless if such depreciation method is used by Operator. The unamortized value of the withdrawn Improvements shall be determined based on straight line depreciation from the Date of Substantial Completion to the end of the five (5)-year term of this Contract. The unamortized value of the other withdrawn Improvements purchased and installed by Operator during the term of this Contract, if any, shall be determined to be the balance after the depreciation taken on the most accelerated basis allowed for the category of Improvement under the Internal Revenue Code, regardless if such accelerated method is used by Operator.

D. No Claim against State. The Operator shall peaceably surrender the portion of the Automobile Parking Facilities and Premises that the State desires to withdraw or recapture, and Operator shall remove all of its Improvements including but not limited to the PCRS, and Operator's Personal Property in accordance with Article XV. (Surrender of Premises and Use of the Automobile Parking Facilities) and Article X. (Title to Parking Revenue Control System [PRCS] Installed by Operator) hereof, if required by State, all at no cost to State except as stated herein. The Operator shall not, by reason of its surrender, be entitled to any claim against State for any reduction in rent or the Concession Fee, or for any of Operator's cost of removal. If an alternate location at the Airport is made available by State, in its sole discretion, State may permit Operator, without rent or Concession Fee adjustment, and by appropriate amendment to this Contract, to relocate the portion of its Concession operation affected by the withdrawal or

recapture to the alternate location, provided by the State, all at no cost to State. The Operator shall not be entitled to any other payment (except as provided herein) for State's withdrawal or recapture of the requested portion of the Automobile Parking Facilities or the Premises. If Operator is in breach of any provision of this Contract or has been or then is in default of this Contract, State need not compensate Operator for the unamortized value of the PRCS and other Improvements, if any. In such an event, Operator shall be deemed to have waived its rights to the PRCS and Improvements, and any compensation that might be payable therefor.

E. Surrender of Entire Automobile Parking Facilities and Premises. If the surrender of the portion of the Automobile Parking Facilities or the Premises requested by the State renders the remainder of the Automobile Parking Facilities or the Premises unsuitable for the purposes of Operator under this Contract, and State does not provide an alternate location, Operator may surrender the remainder of the Automobile Parking Facilities and/or the Premises, and be relieved of any further obligation hereunder except with respect to such other obligations of Operator which are intended to survive the termination of this Contract, including, without limitation, those obligations set forth in Article XLVI. (Survival of Obligations) hereof.

ARTICLE XXIV. TERMINATION BY OPERATOR

If any one of the following events shall occur, the Operator may terminate this Contract, in its entirety, either prior to or subsequent to the commencement of the term of this Contract, 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 U.S. 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 Operator from operating this Concession thereon 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 Contract, 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 Contract, 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 from the Operator, 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.

E. Damage. The damage or destruction of the Automobile Parking Facilities or the Premises of the nature described in Article XX. (Damage or Destruction) herein.

ARTICLE XXV. SUSPENSION OR ABATEMENT

Upon the occurrence or maturity of any of the termination events contained in Article XXIV. (Termination by the Operator) hereof, the Operator may, in lieu of termination and upon prompt written notice to the State, either suspend this Contract, or in the alternative, request a just abatement of such portion of the MAG and/or Premises rent obligations of the Operator hereunder, as may be mutually agreed upon, in writing, by and between the State and the Operator, 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 Contract. Nothing in this Article XXV. (Suspension or Abatement) shall be construed as prohibiting the State from exercising its rights under Article XXIII. (Withdrawal) hereof to withdraw or recapture all or any portion of the Premises and the Automobile Parking Facilities.

ARTICLE XXVI. SUBORDINATION

A. Joint Use. This Contract shall be subordinate in all respects to the provisions of any existing or future contracts between the State and the U.S. 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 contracts and this Concession, this Contract, or the particular terms and conditions affected hereby, shall be suspended or terminated without the State being liable for any damages.

This Contract shall also be subordinate in all respects to the provisions of any existing or future Joint-Use Contract between the State and the U.S. Navy, the U.S. Army, or the U.S. Air Force. In the event of any such inconsistency described in the preceding paragraph between this Contract and any existing or future Joint-Use Contract, this Contract, or the particular terms and conditions affected hereby, 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 will have the right to enter into any contract with the U.S. 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 contract is executed, the provisions of this Contract, insofar as they are inconsistent with the provisions of the contract with the U.S. Government, shall be suspended without the State being liable for any damages.

C. Rights of Operator. Nothing in Article XXVI. (Subordination) hereof shall detract from or limit, nor be construed to detract from or limit, the rights of the Operator set forth in Articles XXIV. (Termination by Operator) and XXV. (Suspension or Abatement) hereof, to seek damages or compensation from other than the State in the event of the execution of any such contract described above, the terms of which are or may be inconsistent with the rights of the Operator under this Contract.

ARTICLE XXVII. CONDEMNATION

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

1. “Award” means all compensation, sums, or value paid, awarded, or received for a “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 or the Automobile Parking Facilities taken passes to and vests in the condemnor; and (b) the date on which the condemnor takes possession of all or a portion of the Premises and/or the Automobile Parking Facilities.

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, by voluntary sale or conveyance in lieu of condemnation, or in settlement of a condemnation action.

B. General. If, during the Contract term, any Taking of all or any part of the Premises, the Automobile Parking Facilities, or any interest in this Contract occurs, the rights and obligations of the parties hereunder shall be determined pursuant to this Article XXVII. (Condemnation). The State and Operator 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 and the Automobile Parking Facilities occurs (all of the Premises and the Automobile Parking Facilities are included in the Taking), then this Contract 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 or the Automobile Parking Facilities occurs, then this Contract shall terminate in its entirety if all of the following exist: (a) the partial Taking renders the remaining portion of the Premises or the Automobile Parking Facilities untenable or unsuitable for continued use by Operator for the uses allowed herein; (b) the condition rendering the Premises or the Automobile

Parking Facilities untenable 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, the Automobile Parking Facilities, or the Airport area within which a portion of the Premises or the Automobile Parking Facilities is located occurs, the State shall have the right to terminate this Contract in its entirety.

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

E. Award. Upon termination of this Contract pursuant to a Total Taking under Article XXVII.C. (Total Taking; Automatic Termination) or an election under Article XXVII.D. (Partial Taking; Election to Terminate) hereof, then with regard to the:

1. Operator.

a. Rent. The Operator's obligation to pay all rents, fees, and charges required under this Contract shall continue up until the date of termination, and thereafter shall cease.

b. Surviving obligations. The Operator shall continue to be obligated to perform and comply with all obligations that are intended to survive the termination of this Contract, including, without limitation, those obligations set forth in Article XLVI. (Survival of Obligations) hereof.

c. Improvements. The Operator shall be entitled to recover the unamortized value of the Improvements constructed and installed on the Premises and the Automobile Parking Facilities by Operator during the term of this Contract (hereinafter collectively referred to as "New Improvements") in the ratio that: the unexpired term of this Contract on the Date of Taking bears to the unexpired term of the Contract on the Substantial Completion Date of the installation of the New Improvements.

d. No claim against State. The Operator shall have no claim against the State or others for: (i) compensation or indemnity for Operator's concession interest; and (ii) compensation and damages payable for or on account of land (including access rights) or Improvements thereon (except as provided in Article XXVII.E.1.c. [Improvements] hereof).

e. Separate claim against condemning authority. The Operator may make a separate claim for compensation from the condemning authority for Operator's relocation expenses, or the interruption of or damage to Operator's business, or damage to Operator's

Personal Property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, Operator may receive any Award made specifically to Operator 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 estate created by this Contract), except for the unamortized value of the New Improvements as set forth in Article XXVII.E.1.c. (Improvements) hereof.

F. Partial Taking; Continuation of Contract. If a partial Taking of the Premises or the Automobile Parking Facilities occurs, and this Contract is not terminated in its entirety under Article XXVII.D. (Partial Taking; Election to Terminate) hereof, then this Contract shall terminate as to the portion of the Premises or the Automobile Parking Facilities so taken, but shall remain in full force and effect as to the portion of the Premises or the Automobile Parking Facilities not taken, and the rights and obligations of the State and Operator shall be modified as follows:

1. Potential Concession Fee reduction. If the Taking causes any portion of the Premises or the Automobile Parking Facilities to become unusable for the operation of the Concession, as authorized under this Contract, the Concession Fee paid by Operator will be reduced as follows:

a. Premises. For the portion of the Premises that is part of the Taking, the Concession Fee paid by the Operator will be reduced by a factor consisting of the total of each square foot of space comprising the Taking multiplied by the applicable rate established by State for the applicable category of space under this Contract.

b. Automobile Parking Facilities. For the portion of the Automobile Parking Facilities that are part of the Taking, the Concession Fee paid by the Operator will be reduced by multiplying the ratio of the square footage of the Parking Facilities that are part of the Taking to the total square footage of the Parking Facilities, by the average monthly gross receipts for the twelve (12) months immediately preceding the Date of Taking.

2. Improvements. The Operator shall be entitled to recover the unamortized value of the New Improvements constructed and installed on the Premises and the Automobile Parking Facilities by Operator in the ratio that the unexpired term of this Contract on the Date of Taking bears to the unexpired term of this Contract on the Substantial Completion Date of the New Improvements.

3. No claim against State. The Operator shall have no claim against the State or others for: (i) compensation or indemnity for Operator's concession interest, and (ii) compensation and damages payable for or on account of land (including access rights) or Improvements thereon (except as provided in Article XXVII.F.2. (Improvements) hereof.

4. Separate claim against condemning authority. The Operator may make a separate claim for compensation from the condemning authority for the interruption of or damage to Operator's business, or damage to Operator's Personal Property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, Operator may receive any Award made specifically to Operator 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 concession estate created by this Contract), except for the unamortized value of the New Improvements as set forth in Article XXVII.F.2. (Improvements) hereof.

6. Prompt use. Any portion of the Award received by Operator shall be used promptly by Operator to the extent necessary to restore or replace the New Improvements on the remaining Premises or the Automobile Parking Facilities, 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 Operator from Operator's full performance of all covenants, obligations, terms, and conditions under this Contract as to the part of the Premises or the Automobile Parking Facilities not part of the Taking, and Operator shall remain responsible for paying to the State the Concession Fee and all rents and other charges required under this Contract.

G. Temporary Takings. Notwithstanding anything to the contrary in this Article XXVII. (Condemnation), if a Taking occurs with respect to all or any part of the Premises or the Automobile Parking Facilities, for a limited period of time not in excess of one hundred and eighty (180) consecutive days, this Contract shall remain unaffected thereby, and Operator shall continue to pay the Concession Fee, rents, and other charges required under this Contract, and to perform all of the terms, conditions, and covenants of this Contract. In the event of such temporary Taking, the State shall be entitled to the entire Award.

ARTICLE XXVIII. PERFORMANCE BOND

A. Requirements. Prior to the Commencement Date of the term of this Contract, throughout the term of this Contract, and continuing through not less than ninety (90) days after the expiration or sooner termination of this Contract, the Operator shall deliver to the State, and keep and maintain in force and effect at all times, a performance bond, or other security, acceptable to the State in accordance with the terms specified in this Article XXVIII. (Performance Bond), in an amount equal to three (3) months of the MAG for the appropriate Contract Year of this Contract (hereinafter, the "Performance Bond"). The Performance 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 (hereinafter, 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 Performance Bond;

3. State Attorney's 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 Operator shall fully and completely perform all of the promises, duties, responsibilities, obligations, covenants, provisions, requirements, restrictions, stipulations, terms, and conditions set forth in this Contract that the Operator is required to perform;

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

6. Cover the entire Concession. Cover all of the Operator's Concession operations at the Airport during and throughout the term of this Contract, provided that law suits or actions thereon by the State, or any other entity 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 Operator to use for the Performance 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 State of Hawaii laws, statutes, rules and regulations, particularly Section 102-12, HRS.

C. Beyond Termination Date. If the Performance Bond is for a period less than the full term of this Contract plus ninety (90) days, the Operator, at least sixty (60) days prior to the expiration date of the then-active Performance Bond, shall submit to the State another Performance Bond providing the coverage required herein beyond the expiration date of the then-active Performance Bond.

D. Replacement Bond. If the State should receive a notice that the Performance Bond has been or will be cancelled, the Operator shall provide the State with a replacement Performance Bond providing the coverage required herein from the effective date and time of the cancellation of the Performance Bond in order that there is no period of time wherein an adequate Performance Bond does not cover this Contract, as provided for herein. Such a replacement Performance Bond must meet all of the requirements set forth in Article XXVIII. (Performance Bond) hereof, and shall be forwarded to and received by the State at least twenty (20) days prior to the effective date and time that the present Performance Bond will be cancelled.

E. Operator Default. In the event that a replacement Performance Bond or another Performance 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 Operator shall be deemed in default of this Contract, regardless of whether or not a notice of breach or default, or time to correct breach or default has been provided to the Operator by the State, and the full value shown on the face of the Performance Bond, together with an additional charge of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for each day that no Performance Bond coverage is in effect, shall be immediately payable by the Operator to the State as liquidated damages.

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

ARTICLE XXIX. LITIGATION

A. Operator Responsible. If the State shall, without any fault, be made a party to any litigation initiated by or against the Operator arising out of the Operator's operation of the Concession, the Operator shall indemnify, defend, keep and hold harmless, and if appropriate, insure the State and the State's officers, employees, and agents, from and against any all claims, demands, actions, suits, causes of action, 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 the State in connection with such litigation. In any action by the State for recovery of any sum due under this Contract, or to enforce any of the terms, covenants, or conditions contained in this Contract, the State shall be entitled to recover all costs, fees, charges and attorneys' fees incurred or imposed on the State in connection with such actions.

B. Attorneys' Fees. For purposes of this Contract, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys who practice in the County in law firms with experience in the subject matter and 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 suit instituted against it that may affect the other party.

D. Waiver of Claims. The Operator 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 suit or proceedings, directly or indirectly attacking the validity of this Contract or any part hereof, or by any judgment or award in any suit or proceedings declaring this Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

ARTICLE XXX. LIENS

A. State's Lien. The State shall have a lien upon all the Operator's Personal Property upon the Premises and the Automobile Parking Facilities, to the extent permitted by law, for the purpose of securing to the State the payment of all sums, including the Concession Fee and other charges, which may be due from the Operator under this Contract. In the event that past due rents, Concession Fees, or other charges are not paid by the Operator within five (5) days after a notice of default is given by the State to the Operator, the State may take possession of and sell such portion of the Operator's Personal Property as may be sufficient to pay the delinquent rents, Concession Fees, and other charges owed by the Operator to the State. A sale of the Operator's Personal Property pursuant to this Article XXX. (Liens) may be made either publicly or privately, upon the notice given to the Operator as herein provided.

B. Other Liens Prohibited. The Operator shall not commit or suffer any act or neglect whereby the Premises, the Automobile Parking Facilities, or any portion thereof, including any portion of the Airport or the Improvements thereupon or therein, or the estate or interest of the Operator in the same, at any time during the term of this Contract shall become subject to any attachment, lien, charge, or encumbrance whatsoever. The Operator shall indemnify, defend, save and hold the State harmless, and if appropriate, 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 Operator shall have no authority, express or implied, to create any attachment, lien, charge, or encumbrance upon or affecting the Premises and the Automobile Parking Facilities, or any portion thereof, except as otherwise authorized in writing by the State under this Contract.

ARTICLE XXXI. ASSIGNMENT AND SUBLETTING

A. Assignment or Other Transfers.

1. Assignment. The Operator shall not assign, sublet, encumber or otherwise transfer, whether voluntary, involuntary, or by operation of law, the Premises or the Automobile Parking Facilities, or any part thereof or any interest herein, or permit any other person to occupy or use the Premises or the Automobile Parking Facilities, except by way of devise, bequest, or intestate succession, without the State's prior written consent, which consent may be granted or denied in the State's sole discretion. Any such transfer or assignment made without the State's consent shall constitute a default under this Contract, and shall be void at the State's election. With prior written approval of the State, and the prior approval of the Land Board, such assignment and transfer of this Contract, 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 that prior to the written approval of the State of any assignment of this Contract, 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 Contract on payment by the Operator to the State of a premium of up to 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 Improvements and trade fixtures constructed or installed upon the Premises, the Automobile Parking Facilities, and elsewhere at the Airport by the Operator during the term of this Contract, and being transferred to the assignee, as explained in the Department of Transportation Assignment of Lease and Premium Evaluation Policy, attached hereto as Attachment 5 (hereafter the "Assignment Policy"), and incorporated herein by reference, which is subject to revision from time to time without formal amendment hereto. The Operator 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 Improvements, approved by the State, constructed or installed upon the Premises, the Automobile Parking facilities, and elsewhere at the Airport by the then assignor.

2. Changes in Operator.

a. Controlling Interest. The merger of the Operator with any other entity, or the transfer of any controlling ownership interest in the Operator, or the assignment or transfer of a substantial portion of the assets of the Operator, whether or not located on the Premises, or the Automobile Parking Facilities, shall constitute an assignment. Without limiting the generality of the foregoing, if the Operator 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 Operator, shall be deemed an assignment. If the Operator is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of the Operator, or the sale or other transfer of a controlling percentage of the capital stock or membership interests of the Operator, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of the Operator, shall be deemed an assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, 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 Operator) of the total combined voting power of all classes of the Operator'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 Operator, or the transfer of Operator's Concession business, shall be deemed to constitute an "assignment" for purposes of this Contract, which requires the prior written approval of the State in accordance with this Article XXXI. (Assignment and Subletting).

3. The State shall approve each assignment. The consent of the State to any one (1) assignment shall not constitute a waiver of the State's right to approve subsequent assignments, nor shall consent of the State to any one (1) assignment relieve or release any party previously liable as the Operator from any obligation under this Contract. The acceptance by the

State of the payment of the Concession Fee, rent, or any other fees 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 Operator as the primary obligor hereunder. Nor shall the acceptance of the Concession Fee, rent, or any other fees by the State constitute a release or waiver of the State's rights against the Operator, or as a 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 the Automobile Parking Facilities, or any other transaction which violates Articles XXXI.A. (Assignments or Other Transfers) or XXXI.B. (Subletting) shall be void and shall confer no right, title, or interest in or to this Contract, or right of occupancy of the whole or any portion of the Premises, or the Automobile Parking Facilities, upon any such purported assignee, subtenant, successor, or purchaser. The State shall further have the right to terminate this Contract, and to enforce such other remedies as are provided in this Contract.

B. Subletting.

1. State's Approval. The Operator shall not rent or sublet the whole or any portion of the Premises without the prior written approval of the State. Unless authorized by law, the State shall deny consent to any uses not specified as allowable under this Contract. The State may review and approve the rent to be charged to the proposed subOperator, subtenant, or sublessee, and revise the rent and rent structure charged to the proposed subOperator, subtenant, or sublessee by the Operator (the State may also include such other terms and conditions as the State may deem appropriate, prior to the State's approval of the proposed subconcession, or subtenant agreement, or sublease); provided, that the Concession Fee payable by the Operator to the State may not be revised downward.

a. Percentage of gross. In the case where the Operator is required to pay a Concession Fee based on a percentage of its gross receipts, the gross receipts of the subOperator, subtenant, or sublessee or any subsequent subOperators, subtenants, or sublessees shall be included as part of the Operator's gross receipts, and the State shall have the right to revise the Concession Fee based upon the rent and rent structure charged to the subOperator, subtenant or sublessee, including the Percentage Fees, if applicable; provided, that the Concession Fee may not be revised downward.

b. Combination sublease/assignment. If the proposed subOperator, subtenant, or sublessee pays the Operator any consideration other than said rent, whether by cash, credit, or otherwise, or the term of the proposed subconcession, subtenant, or sublease agreement is for substantially the same term as this Contract, or if it otherwise appears to the

State that the proposed subconcession, subtenant agreement, or sublease agreement is actually an assignment, the State may treat the proposed subconcession, subtenant, or sublease agreement as an assignment under Article XXXI.A. (Assignment or Other Transfers) herein. The State's Sublease Evaluation Policy, attached hereto as Attachment 6 and incorporated herein by reference, shall be applicable to this Article XXXI.B. (Subletting), in evaluating any proposed subconcession, subtenant, or sublease agreement. If it appears to the State that the proposed subconcession, subtenant, or sublease agreement is actually a combination of an assignment and a subconcession, subtenant, or sublease agreement, then the State may treat the proposed subconcession, subtenant or sublease agreement as both an assignment and a subconcession, subtenant, or sublease agreement and apply the applicable portions of Articles XXXI.A. (Assignment or Other Transfers) and XXXI.B. (Subletting), respectively. The gross receipts of all subOperators, subtenants, and sublessees shall be included as part of the Operator's gross receipts.

2. Operator proposal. Prior to negotiating a subconcession, subtenant, or sublease agreement, the Operator must submit to the State a subconcession, subtenant, or sublease proposal for the State's approval, which approval may be granted or withheld in the State's sole discretion.

3. Sublease form. Promptly after the State has approved a subconcession, subtenant, or sublease proposal, the Operator must use diligent, good faith efforts to negotiate a subconcession, subtenant, or sublease agreement with the proposed subOperator, subtenant, or sublessee. The Operator shall ensure that all of the terms contained in the subconcession, subtenant, or sublease agreement between the Operator and the Operator's subOperator, subtenant, or sublessee conform to and are consistent with the terms contained in the subconcession, subtenant, or sublease proposal (submitted to the State pursuant to Article XXXI.B.2. [Operator proposal] herein) approved by the State. If the Operator wishes to vary from the business terms set forth in the subconcession, subtenant, or sublease proposal approved by the State, then the Operator must submit a new subconcession, subtenant, or sublease proposal for the State's approval.

4. Sublease Operator. Promptly after the Operator and the proposed subOperator, subtenant, or sublessee have agreed on a form of the subconcession, subtenant agreement, or sublease agreement that incorporates the business terms set forth in the subconcession, subtenant, or sublease proposal approved by the State, the Operator must submit the subconcession, subtenant, or sublease agreement to the State for approval. If the proposed subconcession, subtenant, or sublease agreement: (a) accurately incorporates the business terms approved by the State; (b) conforms to and is consistent in all respects to the terms of the subconcession, subtenant, or sublease proposal approved by the State; and (c) is made expressly subject to the terms of the State's consent, then the State agrees that it will not unreasonably withhold its approval of the proposed subconcession, subtenant, or sublease agreement. Otherwise, the State may withhold its approval in the State's sole discretion.

5. State's consent. If the State approves a subconcession, subtenant, or sublease agreement, the State's consent shall include, without limitation, the following conditions:

a. No other transfer. Other than the subconcession, subtenant, or sublease agreement, being approved, no other transfer is being permitted.

b. No change. The subconcession, subtenant, or sublease agreement shall not change, modify, waive, or amend any of the terms and conditions of the Contract.

c. Conflict. If there is a conflict between this Contract and the subconcession, subtenant, or sublease agreement, this Contract shall control.

d. No waiver. State's consent shall not be construed to be a waiver of any of the State's rights under the Contract.

e. State reservation. The State reserves all of its rights under the Contract, and does not incur any additional liability by consenting to the subconcession, subtenant, or sublease agreement.

f. No release. The State's consent to the subconcession, subtenant, or sublease agreement shall not release the Operator from any of the Operator's responsibilities, obligations, liabilities, and claims arising under or out of the Contract.

g. Priority of Contract. The Contract shall have priority over the subconcession, subtenant, or sublease agreement, which shall be subordinate in all respects to the Contract.

h. Compliance with conditions. The Operator and the subOperator, subtenant, or sublessee shall represent and warrant that each shall comply with all conditions that may be imposed by the Land Board or the State in connection with the State's consent to the subconcession, subtenant, or sublease agreement.

i. Other conditions. The Operator and the subOperator, subtenant, or sublessee shall comply with such other conditions as may be imposed by the State pursuant to the State's consent to the subconcession, subtenant, or sublease agreement, including, without limitation, conditions relating to governing law (Hawaii), resident appointment, rights of holders of security interest, notice to the State, extension notices, recordation, use restrictions, the State's prior approval, compliance with laws, State remedies (including payment of the Concession Fee, rents (if any), and other charges directly to the State in the event of the Operator's default), and any changes to the State's assignment and/or sublease evaluation policies.

6. Delivery to State. If the State approves a subconcession, subtenant, or sublease agreement, the Operator and the proposed subOperator, subtenant, or sublessee must

deliver an original, fully-executed, original subconcession, subtenant, or sublease agreement to the State in the form approved by the State within fourteen (14) business days of receipt of the State's written approval. If an original, fully-executed counterpart subconcession, subtenant, or sublease agreement in the form approved by the State is not delivered to the State within that fourteen (14) business day time frame, then the Operator must re-submit the proposed subconcession, subtenant, or sublease agreement again for the State's approval. If, upon resubmission, the State rejects a proposed subconcession, subtenant, or sublease agreement, then the Operator may not enter into the subconcession, subtenant, or sublease agreement.

7. No impairment. Each and every covenant, condition, or obligation imposed upon the Operator by this Contract, and each and every right, remedy, or benefit afforded the State by this Contract will not be impaired or diminished as a result of any subconcession, subtenant, or sublease agreement.

8. Excessive sublease rent. No subOperator, subtenant, or sublessee shall be obligated to pay to the Operator, and the Operator shall not be permitted to charge any rent, percentage rent, bonus rent, key money, administrative fee or the like, which exceeds, in the aggregate, the total sums that the Operator pays to the State under this Contract for the portion of the Premises or the Automobile Parking Facilities, used by the subOperator, subtenant, or sublessee under its subconcession, subtenant, or sublease agreement (the "Sandwich Profit"). If, notwithstanding the foregoing prohibition, the Operator receives any Sandwich Profit, the Operator shall pay all or a portion, as determined by the State, of such Sandwich Profit to the State in accordance with the State's Sublease Evaluation Policy.

9. Rents assigned. The Operator shall assign to the State all rent and other payments due from all subOperators, subtenants, and sublessees under any subconcession, subtenant, and sublease agreements; provided however, that the Operator is hereby granted a license to collect rents and other payments due from the subOperators, subtenants, and sublessees under their subconcession, subtenant, or sublease agreements until the occurrence of an Event of Default, regardless of whether a notice of that default has been given to the Operator. At any time, the State may notify a subOperator, subtenant, or sublessee of this assignment, and upon such notice, the subOperator, subtenant, or sublessee will pay its rent and other payments directly to the State. The State will credit the Operator with any rent and other payments received by the State under such assignment, but the acceptance of any payment on account of rent and other payments from any subOperators, subtenants, or sublessees as a result of an Event of Default will in no manner whatsoever serve to release the Operator from any liability under this Contract. No payment of rent or any other payment by a subOperator, subtenant, or sublessee directly to the State, or other acceptance of such payments by the State, regardless of the circumstances or reasons therefor, will in any manner whatsoever be deemed an attornment by the subOperators, subtenants, or sublessees to the State in the absence of a specific written agreement signed by the State to such an effect.

10. Reports. If required by the State, the Operator must, at the Operator's sole cost and expense, prepare and submit the following reports and Statements, the forms of which will be subject to the approval of the State:

a. Monthly report. On or before the tenth (10th) day of each calendar month, a detailed report with supporting evidence as may be requested by the State, summarizing the following activities for the preceding calendar month: (1) the rents, fees, charges, and all other sums received by the Operator from each subOperator, subtenant, and sublessee during that month; (2) subOperator, subtenant, and sublease agreements executed; and (3) current and projected vacancies, and indicating all rights respecting such space pursuant to existing subOperator, subtenant, and sublease agreements, including, without limitation, rights or options to extend the term or expand, or rights of first negotiation or first refusal.

b. Annual report. On or before the thirtieth (30th) day after the end of each Contract Year, an annual report summarizing the subOperator, subtenant, and sublessee activities for the said Contract Year, and the total rents, fees, charges, and all other sums received by the Operator from each subOperator, subtenant, and sublessee during that Contract Year.

c. Other reports. Such other reports and such other information concerning the use of the Premises and the Automobile Parking Facilities by the subOperators, subtenants, and sublessees, and the operation of the Concession thereon or therefrom, as the State may from time to time reasonably request.

C. Violation.

1. Lease termination. Except for meeting the DBE requirements (if any) of this Contract by subconcession, subtenant, or sublease agreement, any attempt by the Operator to assign, transfer, hypothecate, mortgage, or encumber the Operator's interest or rights under this Contract, or any attempt by the Operator to permit a portion of the Premises or the Automobile Parking Facilities, to be used by a subOperator, subtenant, or sublessee, without first obtaining the State's written consent, shall be deemed a violation of this Article XXXI. (Assignment and Subletting). Any such attempted action or transaction on the part of the Operator shall be declared null and void, and shall not confer any right, title, or interest in or to this Contract, or right of occupancy of the whole or any portion of the Premises, or the Automobile Parking Facilities, upon any such purported assignee, mortgagee, encumbrancer, pledgee, subOperator, subtenant, sublessee, successor, or purchaser. The State shall further have the right to terminate this Contract and enforce such other remedies as are provided in Article XXI. (Termination by the State) and Article VI.J. (Additional Charges), respectively, herein.

2. Assignor or transferor. If the Operator defaults in the performance of any of the terms of this Contract, the State may proceed directly against the transferee or each transferee if there has been more than one assignment, subletting, encumbrance, or transfer (hereafter collectively "Transfer") without the necessity of exhausting remedies against the Operator. The State may consent to subsequent Transfers or amendments or modifications to

this Contract with transferees, without notifying the Operator/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 the Operator or any transferor of liability under this Contract, as amended.

D. Procedure and conditions.

1. Procedure. The Operator must provide the State in writing:

- a. the name and address of a proposed subOperator, subtenant, sublessee, assignee, or transferee;
- b. the nature of the proposed business to be operated by a subOperator, subtenant, sublessee, assignee, or transferee on the Automobile Parking Facilities and the Premises;
- c. the terms of the proposed subconcession, subtenant, sublease, assignment, or transfer agreement; and
- d. reasonable financial information in order that the State can properly evaluate the proposed subOperator, subtenant, sublessee, assignee, or transferee under this Article XXXI. (Assignment and Subletting).

2. Conditions. Transfers by the Operator are also subject to the following:

- a. the terms of this Contract;
- b. the term of any subconcession, subtenant, sublease, assignment, or other Transfer agreement shall not extend beyond the term of this Contract;
- c. the Operator shall remain liable for all Contract obligations;
- d. consent to one Transfer does not waive the consent requirement for any future Transfers;
- e. payment to the State of all premiums, Sandwich Profits, or other amounts which the Operator may be required to pay under this Article XXXI. (Assignment and Subletting); and
- f. any other conditions that may be imposed by the State.

ARTICLE XXXII. SUCCESSORS AND ASSIGNS

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, contracts, requirements and obligations of this Contract shall, whenever applicable, extend to and bind and inure to the benefit of the State and the Operator, and the legal representatives, successors, and permitted assigns of either or both of them.

ARTICLE XXXIII. NOTICES

Except as otherwise specifically provided in this Contract, any notice, consent, request, demand, or other correspondence given under this Contract 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) the Operator at the address set forth on Page 1 of this Contract; (b) the State at the following address: Department of Transportation, Airports Division, Honolulu International Airport, 400 Rodgers Boulevard., Suite 700, Honolulu, Hawaii 96819-1880; or (c) such other address as either the Operator 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 XXXIII. (Notices) hereof. Any notice hereunder shall be deemed to have been given and received and effective: (a) three (3) business days after the date when it is mailed, if sent by first-class, certified mail; or (b) two (2) business days after the date when it is mailed if sent by overnight courier; or (c) upon the date personal delivery is made.

ARTICLE XXXIV. INTERPRETATION OF CONTRACT

A. Headings. The headings and captions preceding the articles and sections of this Contract 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 Contract.

B. Not against Drafter. This Contract 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 Contract. The language hereof, and in all parts of this Contract, shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either the State or the Operator.

C. Fair Meaning. Unless otherwise specifically stipulated, references in this Contract relating to the number of days shall mean calendar days. The word "including" shall mean "including, without limitation". References to statutes, sections, ordinances, or regulations are to be construed as including all statutes, ordinances, or regulatory provisions consolidating, amending, replacing, succeeding, or supplementing a statute, section, ordinance, or regulation.

D. Gender and Number. Whenever the singular number is used in this Contract 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 meaning of the word “person” shall include corporations, partnerships, firms, limited liability companies, and associations.

ARTICLE XXXV. NO PARTNERSHIP

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

ARTICLE XXXVI. 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) by war, acts of terrorism or any matter or thing resulting therefrom, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion or sabotage, or by any other cause or causes beyond the control of the State, or by labor disputes, 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 of Hawaii, County, 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 Contract, no abatement, diminution, or reduction of the Concession Fee, rents, or other charges payable by the Operator shall be claimed by or allowed to the Operator 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 U.S., or of the State of Hawaii, or any County or municipal governments, or of any other county, 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 or sabotage, or by any other cause or causes beyond the control of the State, nor shall this Contract 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 Operator, 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 of Hawaii 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. Operator Enforcement. Nothing in this Article XXXVI. (Force Majeure) shall preclude nor be construed to preclude the enforcement by the Operator of any of its rights contained in Article XXIV. (Termination by the Operator) and Article XXV. (Suspension or Abatement) hereof.

ARTICLE XXXVII. ENTIRE AGREEMENT

The parties hereto intend that this Contract (including all of the exhibits and attachments that are made a part of this Contract) shall be the final expression of their entire Contract with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral contracts or understandings. The Contract constitutes the complete and exclusive statement of Contract terms, and no extrinsic evidence whatsoever (including prior drafts hereof and changes thereto) may be introduced in any judicial, administrative, or other legal proceeding involving this Contract.

ARTICLE XXXVIII. AMENDMENTS

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

ARTICLE XXXIX. INVALID PROVISION-SEVERABILITY

If any provision of this Contract 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 Contract, or the application of such provision to persons, entities, or circumstances other than those that were deemed to be invalid or unenforceable, shall not be affected thereby, and each other provision of this Contract shall be valid and enforceable to the full extent permitted by law.

ARTICLE XL. 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 DOT-A), nor any agency, officer or employee thereof, shall be charged personally by the Operator with any liability, or be held liable to the Operator under any term, condition, covenant, or provision of this Contract, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, hereof.

ARTICLE XLI. NONDISCRIMINATION

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

1. Use of Concession. That no person on the grounds of race, creed, color, age, national origin, sex, or a physical handicap or disability, as defined in the ADA, shall be denied the benefits of, or be otherwise subjected to discrimination in the use of this Concession;

2. Concession services. That in the furnishing of Concession services, no person on the grounds of race, creed, color, age, national origin, sex, or a physical handicap or disability, as defined in the ADA, shall be denied the benefits of this Concession, or otherwise be subjected to discrimination;

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

4. Business owners. That the Operator shall not discriminate against any business owner because of race, creed, color, age, national origin, sex, or a physical handicap or disability, as defined in the ADA, in connection with operating and maintaining this Concession at the Airport, or in connection with the award and performance of any Contract covered by Title 49, CFR Parts 23 and 26;

5. Concession. That the Operator shall operate and maintain this Concession 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. Statements. That the Operator shall include the foregoing statements in any subsequent concession contract or other contracts it enters, and cause those businesses to similarly include the statements in further Contracts.

B. Breach. In the event of a breach of any of the foregoing nondiscrimination covenants, the State may terminate this Contract and re-enter and repossess the Automobile Parking Facilities and Premises, and hold the same as if this Contract had never been made or issued.

ARTICLE XLII. CIVIL RIGHTS PROVISION

The Operator 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 at the Airport by the FAA, to ensure that no person shall, on the grounds of race, creed, color, age, national origin, or sex, be excluded from participating in any employment activities covered by Title 14, CFR Part 152, Subpart E. The Operator 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 Operator further assures that it will require that its covered contractors, agents, and sub-organizations provide assurances to the State that they will similarly undertake affirmative action programs, and that they will require assurances from their contractors, agents, and sub-organizations, as required by Title 14, CFR Part 152, Subpart E, to the same effect.

ARTICLE XLIII. DISPUTES

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

B. Notice of Decision. The Director shall furnish a copy of the decision to the Operator, pursuant to Article XXXIII. (Notices) herein.

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

ARTICLE XLIV. BROKERS

The Operator warrants and represents to the State that the Operator has not had any contact or dealings, or any communication through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with this Contract. 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 Operator 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 Operator'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 Article XLIV. (Brokers) hereof shall survive any termination or expiration of this Contract.

ARTICLE XLV. STATE RESERVATIONS

The State may: (a) at any time, upon reasonable advance written or oral notice, enter the Premises and the Automobile Parking Facilities, to show the Premises and the Automobile Parking Facilities, to interested parties, to post notices of non-responsibility, to re-measure the Premises and the Automobile Parking Facilities, to repair any part of the Premises, the Automobile Parking Facilities, or adjoining areas, to install equipment for adjoining areas, to conduct a financial audit, or for any other lawful purpose; and (b) without advance notice, enter the Premises and the Automobile Parking Facilities 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 Operator's operation. Such entry shall not constitute a forcible or unlawful entry into or a detainer of the Premises, or the Automobile Parking Facilities, or an eviction, actual or constructive, of the Operator from the Premises or the Automobile Parking Facilities. The State reserves the exclusive right to use all areas of the Airport not comprising the Premises and the Automobile Parking Facilities, and the exterior walls and roofs of the Premises and the Automobile Parking Facilities. 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 Airport in and through the Premises and the Automobile Parking Facilities. This reservation in no way affects the Operator's maintenance obligations contained in this Contract.

ARTICLE XLVI. SURVIVAL OF OBLIGATIONS

A. State's Right to Enforce. Termination of this Contract, whether by expiration or sooner termination, shall not affect the right of the State to enforce any or all indemnities, representations, and warranties given or made by the Operator to the State under this Contract, nor shall it affect any provision of this Contract that expressly states it shall survive termination hereof. The Operator specifically acknowledges and agrees that, with respect to each of the Operator's indemnities contained in this Contract, the Operator has an immediate and independent obligation to defend the State from any claim which actually or potentially falls within the indemnity provisions, even if such allegation is or may be groundless, fraudulent, or false, which obligation to indemnify arises at the time such claim is tendered to the Operator by the State.

B. Accrued Obligations. The Operator's obligation to make payments to the State in respect of accrued charges (including those that have not yet been billed), which are accrued at the expiration or earlier termination of this Contract, shall survive the expiration or earlier termination of this Contract.

ARTICLE XLVII. QUIET ENJOYMENT

The Operator, upon paying the Concession Fee, rent (if any), and other charges required under this Contract, and performing the covenants hereof, shall peaceably and quietly have, hold, and enjoy the Premises, the Automobile Parking Facilities, and all appurtenances during the full term of this Contract as against all persons or entities claiming by and through the State. The Operator expressly acknowledges that the Operator's right to quiet possession of the Premises and the Automobile Parking Facilities, does not preclude the State's right to make changes and additions to the Airport, including the Premises and the Automobile Parking Facilities, and to do work on the Premises and the Automobile Parking Facilities, as permitted by this Contract, including, without limitation, the State's right to relocate the Operator as described in this Contract.

ARTICLE XLVIII. ACCORD AND SATISFACTION

A. Operator's Instructions Void. Payment by the Operator or receipt by the State of a lesser amount than the payments required as stipulated in this Contract may be, at the State's sole option, deemed to be on account of the earliest due of: 1) any interest, service charges, and late fees; and 2) any stipulated Concession Fee and other charges (beginning with earliest owing Concession Fee and other charges), notwithstanding any instruction by or on behalf of the Operator 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, rent or other charges due hereunder, or pursue any other remedy available in this Contract or by law.

B. Acceptance Does Not Invalidate Notice. The State may accept any partial payment from the Operator 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 XLIX. JOINT AND SEVERAL LIABILITY

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

ARTICLE L. ESTOPPEL STATEMENTS

A. Operator Must Deliver. Within ten (10) days after request therefor by the State, the Operator shall deliver, in recordable form, an estoppel statement certifying that this Contract is in full force and effect, the date of the Operator's most recent payment to the State for providing Concession services at the Airport, and that the Operator has no defenses or offsets outstanding, or stating those defenses or offsets being claimed, and any other information reasonably requested by the State.

B. Failure to Deliver. If the Operator fails to deliver the requested estoppel statement to the State within the specified period, the following shall be deemed conclusive: (1) this Contract 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 Operator has no right of offset, counterclaim, or deduction against Concession Fees, rents (if any), or other charges payable under this Contract; and (3) no more than one (1) month's Concession Fee and other charges have been paid in advance. Such conclusions shall be binding upon the Operator. Notwithstanding these conclusions, the Operator's failure to deliver the requested estoppel statement shall also constitute a breach of this Contract.

ARTICLE LI. AUTHORITY

If the Operator signs as a corporation, a limited liability company, or a partnership, each of the persons executing this Contract on behalf of the Operator does hereby covenant and warrant that the Operator is a duly authorized and existing entity, that the Operator has and is duly qualified to do business in the State of Hawaii, that the Operator has full right and authority to enter into this Contract, and that each and all of the persons signing on behalf of the Operator are authorized to do so. Upon the State's request, the Operator shall provide the State with

evidence reasonably satisfactory to the State confirming the foregoing representations and warranties.

ARTICLE LII. CONSENTS

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

ARTICLE LIII. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original Contract. Said counterparts shall together constitute one and the same document, binding all of the parties hereto notwithstanding that 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 Contract, duplicate unexecuted pages of the counterparts may be discarded, and the remaining pages assembled as one document.

ARTICLE LIV. GOVERNING LAW

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

[Remainder of page intentionally left blank. Signature page follows.]

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

APPROVED AS TO FORM:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

GLENN KIMURA
Deputy Attorney General

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

[OPERATOR]

By _____
Its OPERATOR

APPROVED:

BOARD OF LAND AND
NATURAL RESOURCES

Approved by the Board
at its meeting held on

By _____
WILLIAM J. AILA, JR.
Chairperson and Member

11-30-12, Item M-1

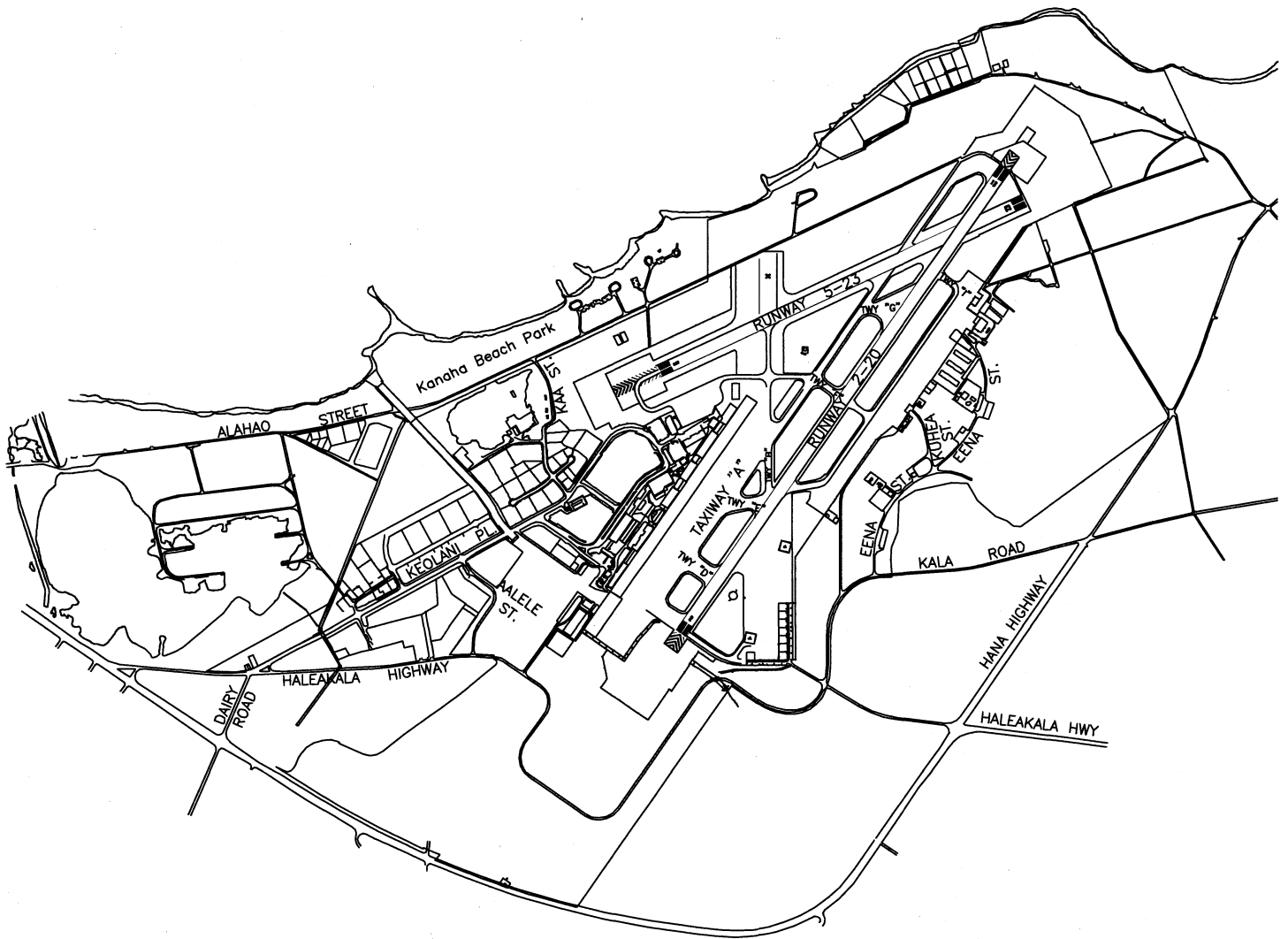
STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2013, 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 : MAY 2012

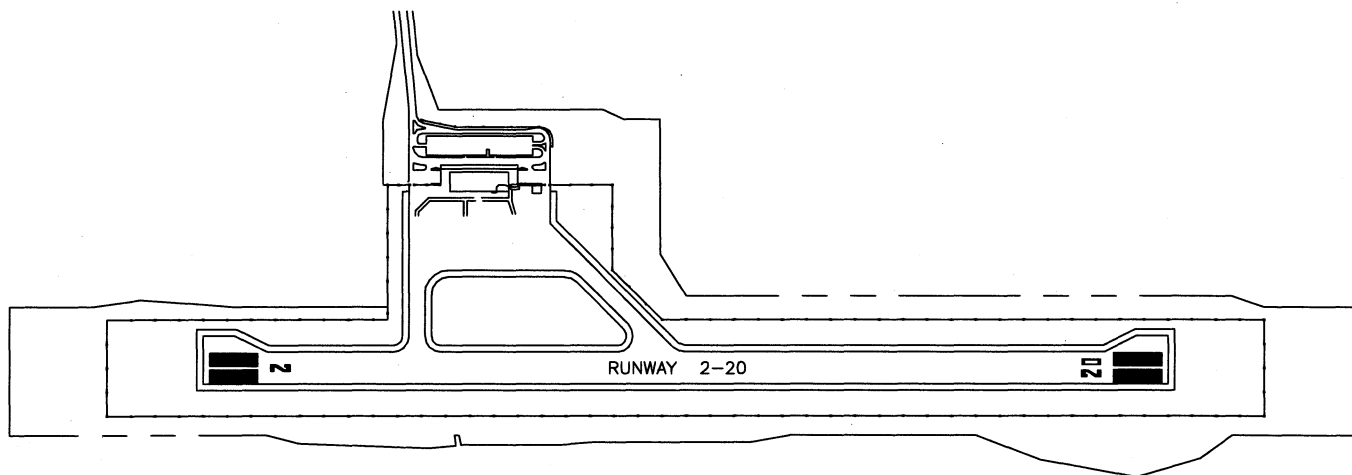
EXHIBIT: **A**



Airports Division

AIRPORT

KAHULUI AIRPORT



SCALE: 1" = 600'

DATE : June 2012

EXHIBIT: **A-2**



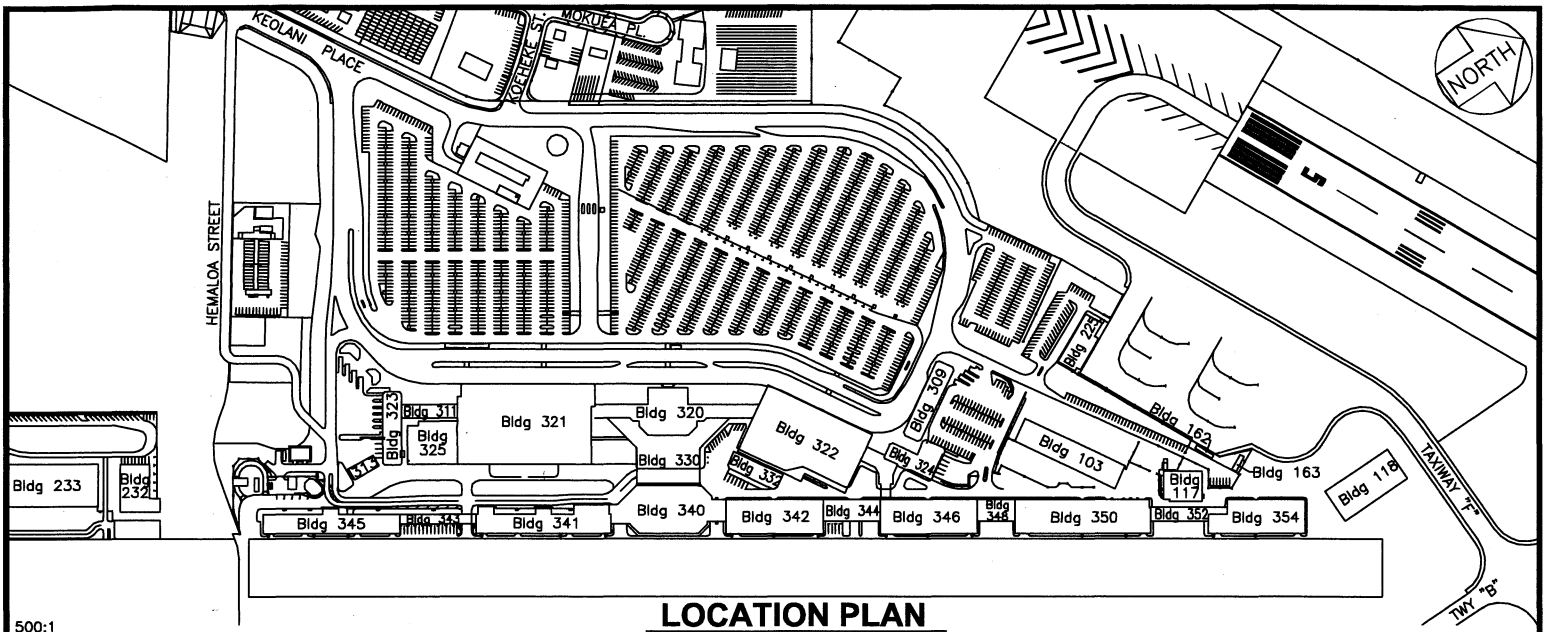
Airports Division

"AIRPORT"

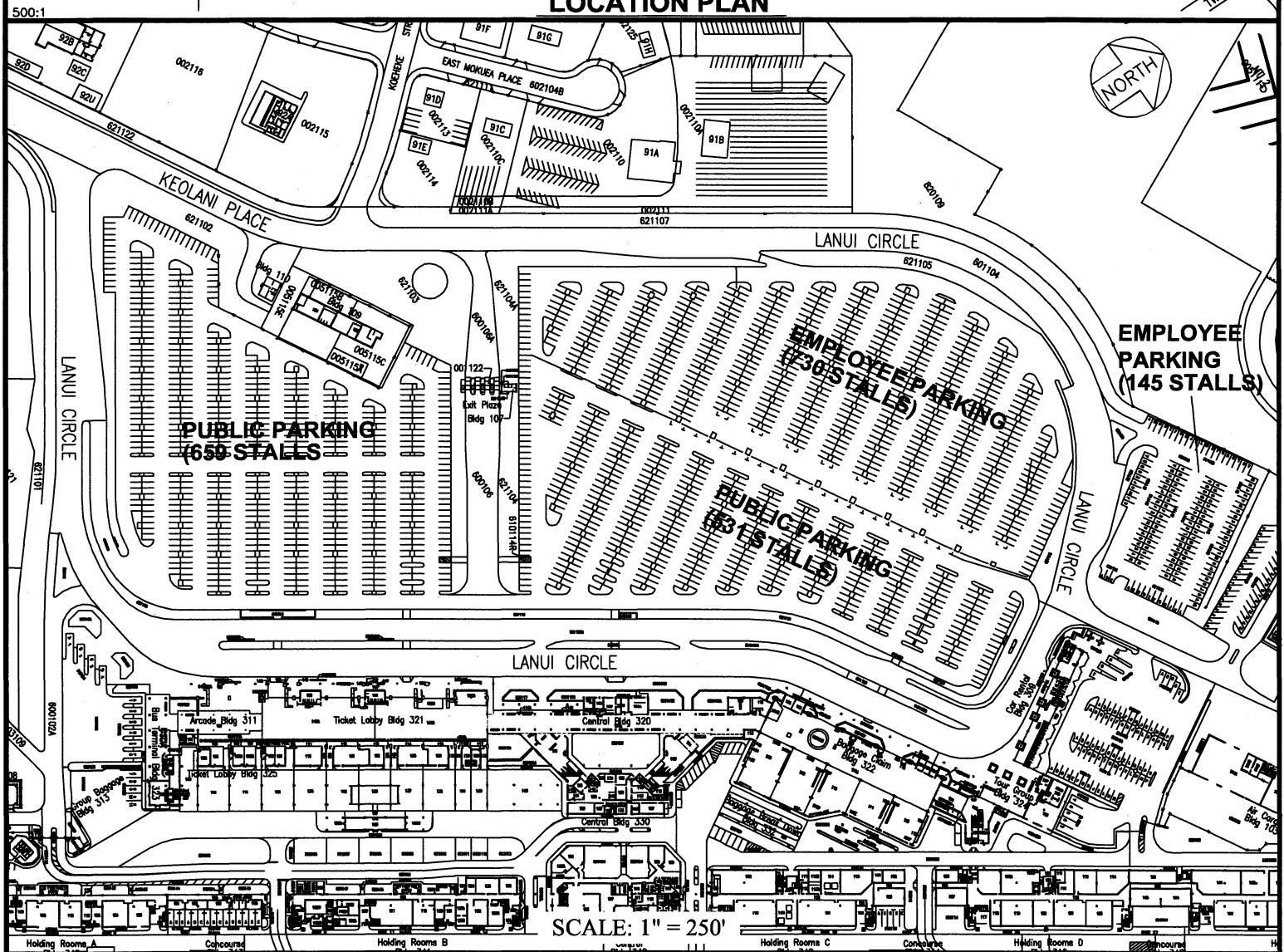
PLAT 01

KAPALUA AIRPORT

N:\AIRPORTS\JHM_KAPALUA\CAD\PM\JHM_AIRPORT01(2).DWG



LOCATION PLAN



SCALE: 1" = 250'

DATE : JUNE 2012

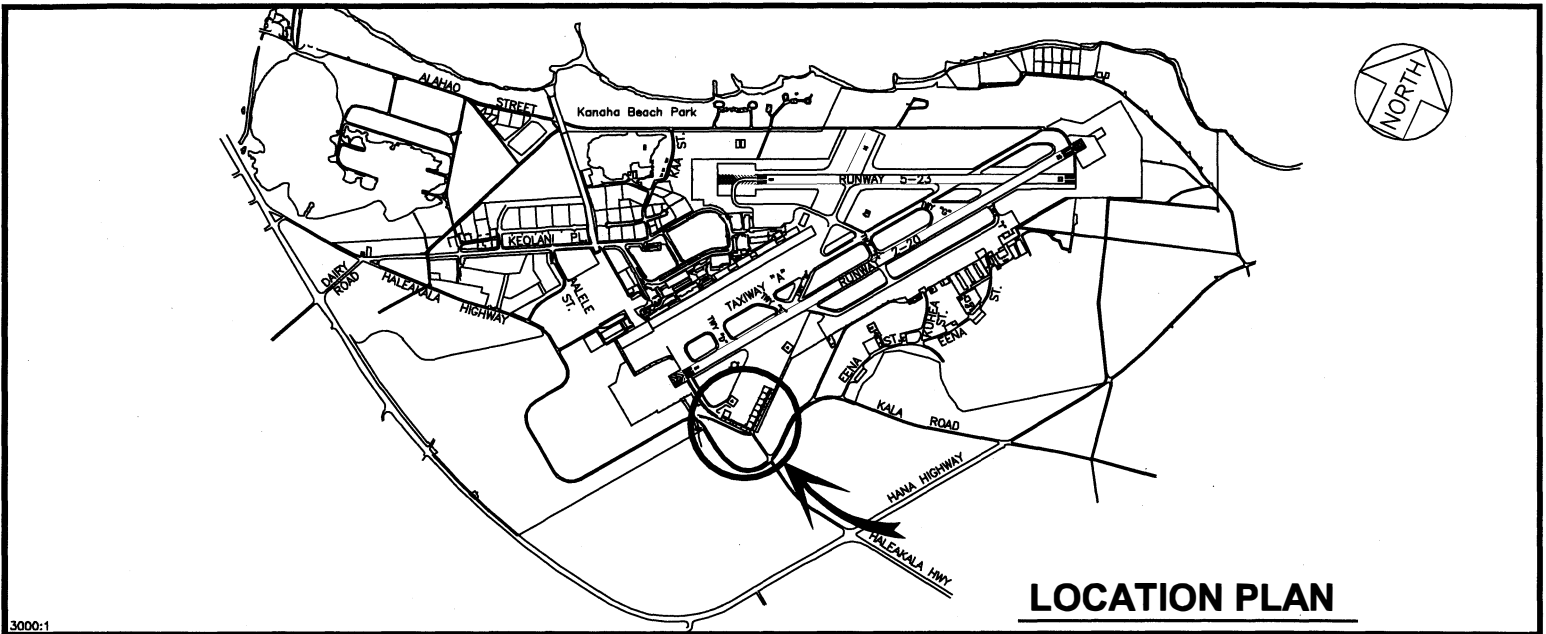
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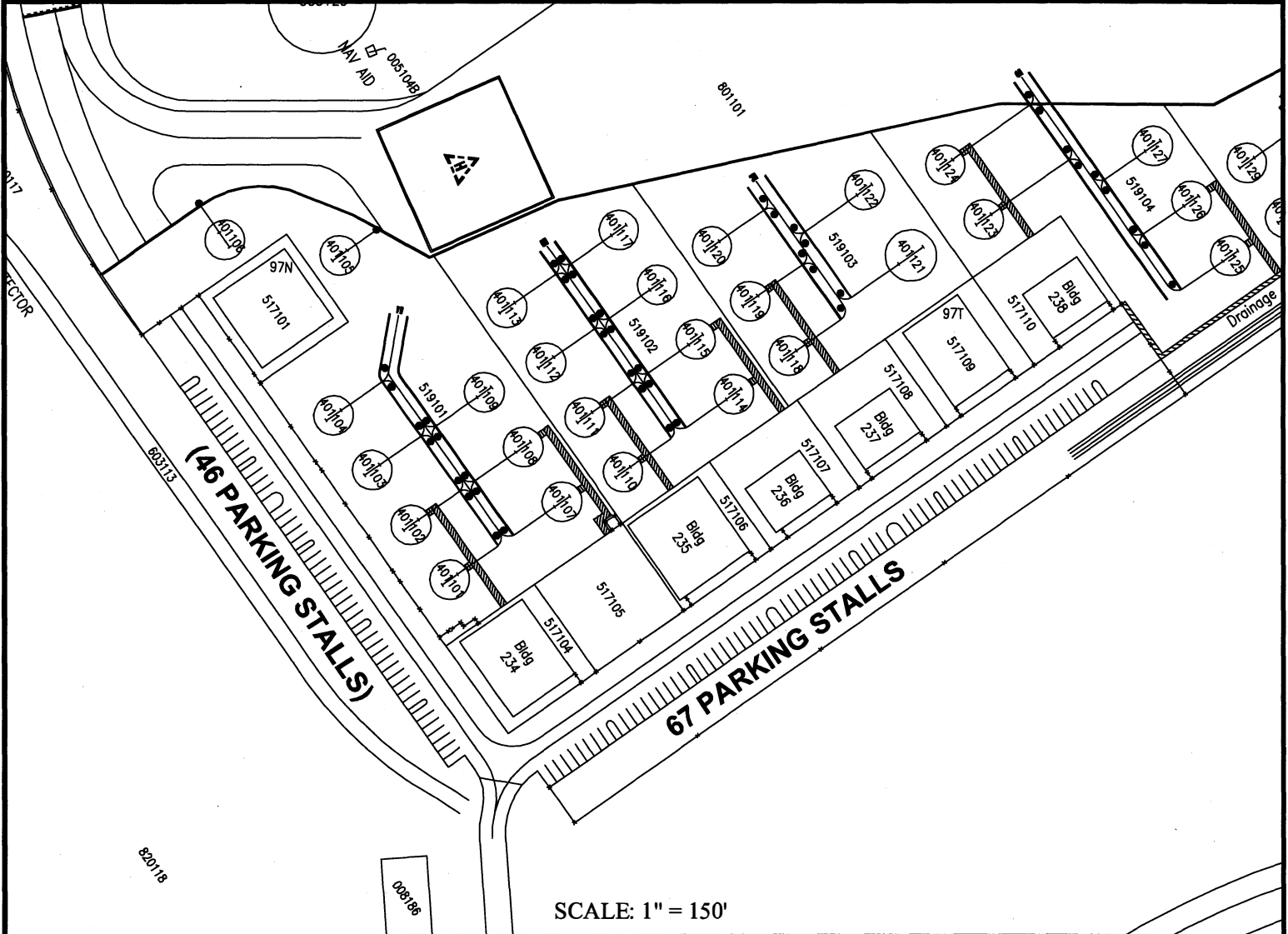
Airports Division

**PUBLIC AND
EMPLOYEE PARKING LOTS**

**PLATS
A1,B1,C1,D1, 35**



LOCATION PLAN



SCALE: 1" = 150'

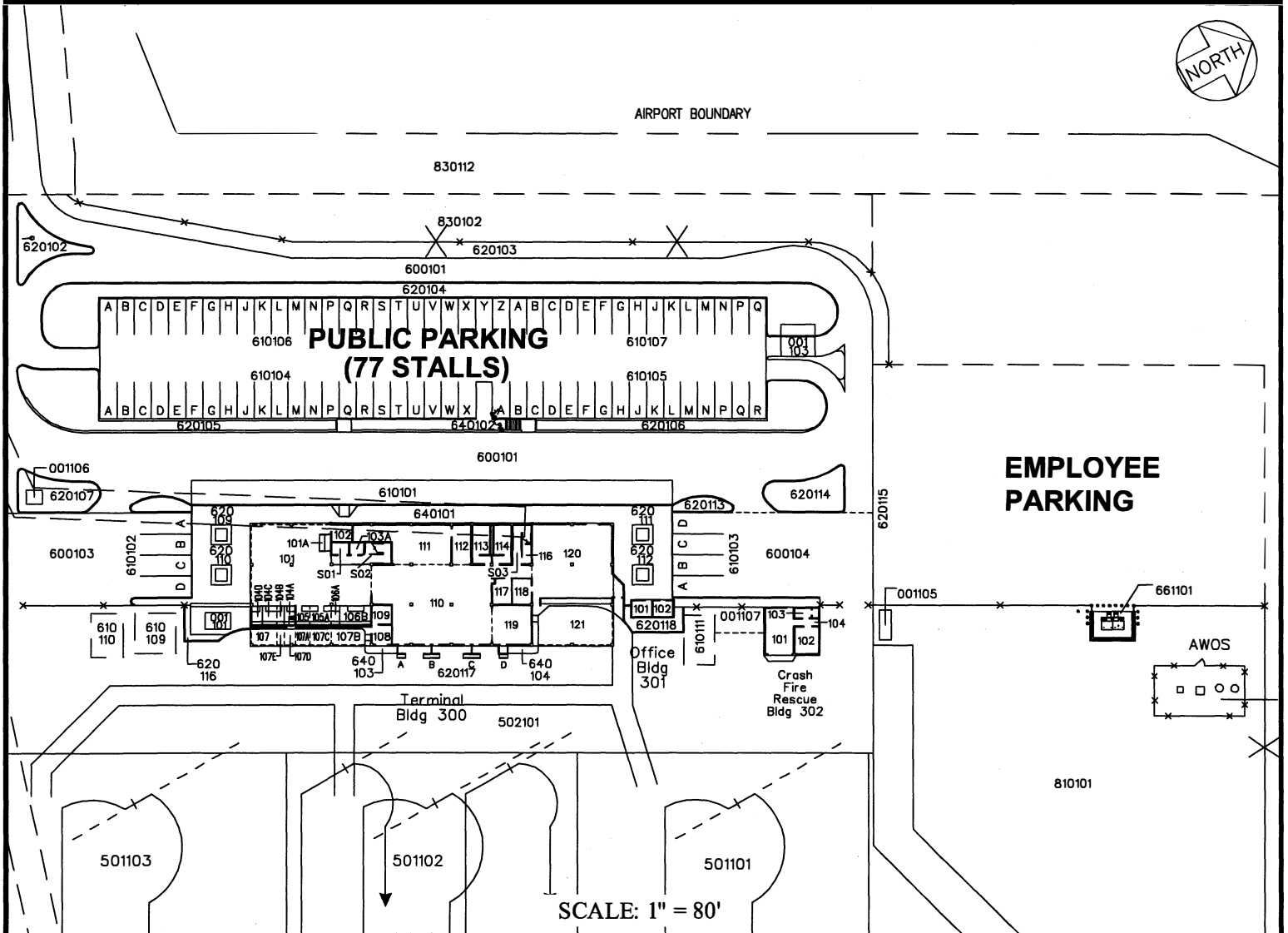
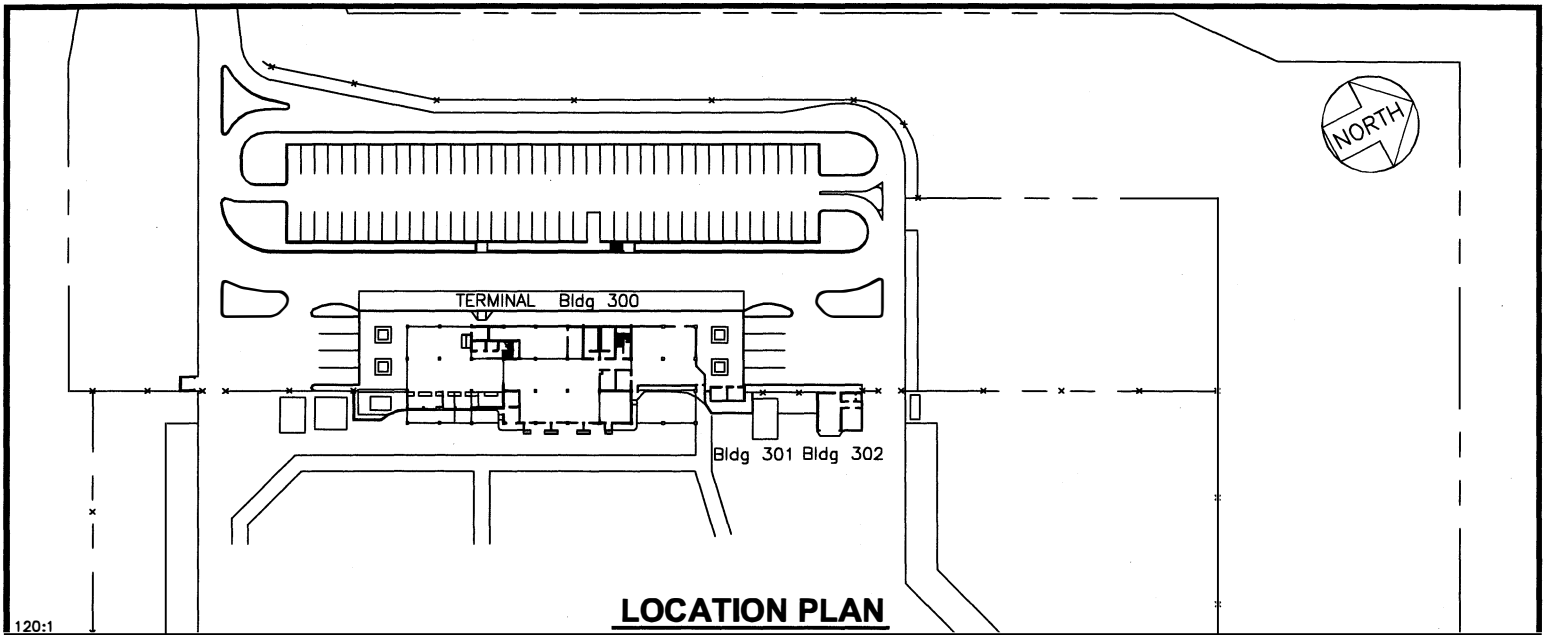
DATE : JUNE 2012

EXHIBIT: **B-2**



HELIPORT PARKING LOT

PLAT 46



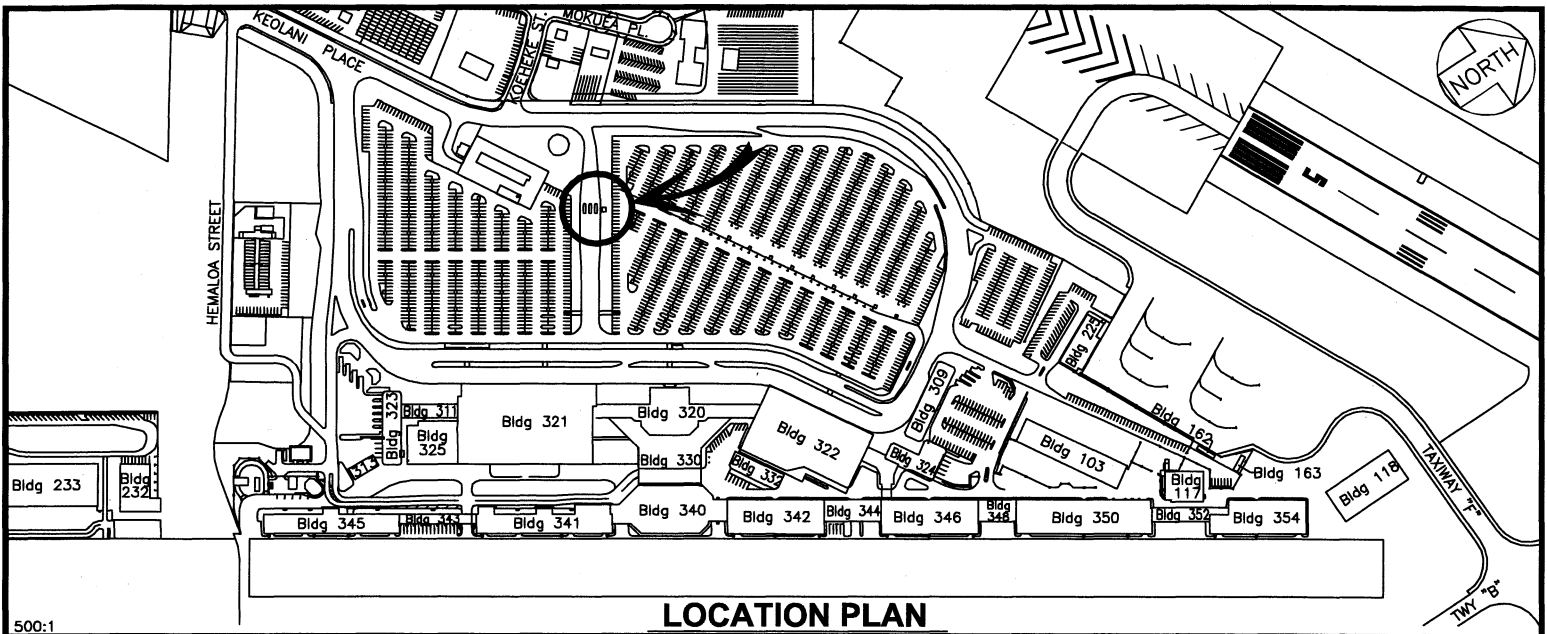
DATE : JUNE 2012

EXHIBIT: **B-3**



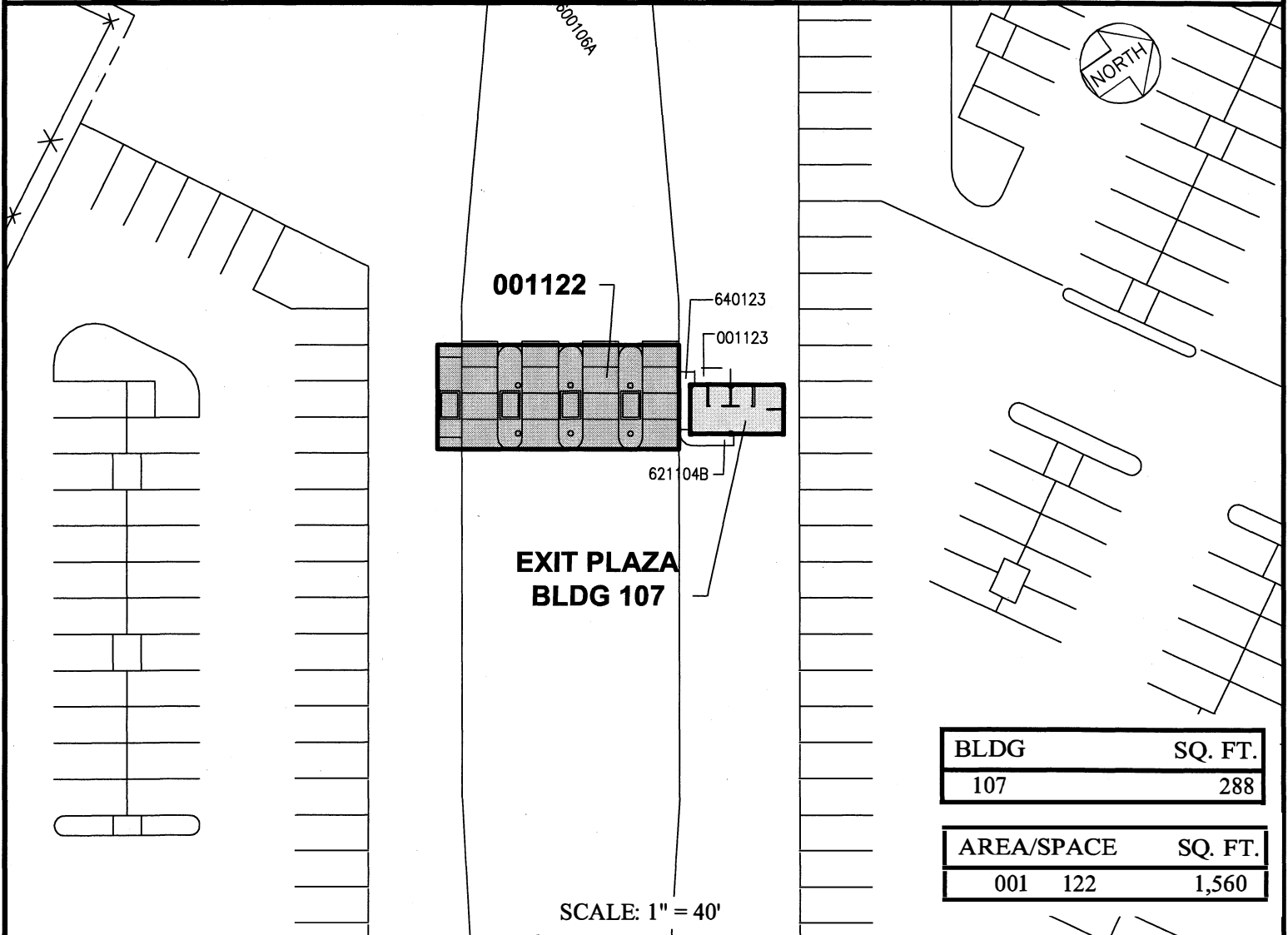
**PUBLIC AND
EMPLOYEE PARKING LOTS**

PLATS A1, 42



500:1

LOCATION PLAN



001122

640123

001123

62104B

**EXIT PLAZA
BLDG 107**

SCALE: 1" = 40'

BLDG	SQ. FT.
107	288

AREA/SPACE	SQ. FT.
001 122	1,560

DATE : JUNE 2012

EXHIBIT: **C-1**



**PARKING LOT
EXIT PLAZA**

PLATS D1, 35

Number of Automobile Parking Spaces

KAHULUI AIRPORT

Main Parking Lot

Public 1,190

Employee 730

Commuter Lot

Employee 145

Heliport

Public 113

KAPALUA-WEST MAUI AIRPORT

Public 77

Employee - Open Lot

Public Automobile Parking Rates

First 1/2 hour or fraction thereof:

If exit within 15 minutes of entry, Free

If exit after 15 minutes of entry, \$1.00

Second 1/2 hour or fraction thereof, \$2.00

Each hour thereafter, \$2.00

Maximum fee for 24 hours, \$10.00

Electric vehicle with electric vehicle license plate,

First 24 hours, Free, after that the standard parking rates as shown above apply.

Lost ticket minimum per each 24 hours, \$10.00

Monthly parking \$160 per month.

TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 1

FINAL: 9/30/2002

Prepared by:

KAJIOKAYAMACHI
A R C H I T E C T S

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
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- B. LANDSCAPE WORK
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 - (a) General
 - (b) Flooring

1.1 – DEFINING THE SCOPE OF WORK (continued)

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- (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

1.5 – REVIEWING DESIGN PARAMETERS (continued)

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 – DESIGN INTENT AND CONCEPT (continued)

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 – DESIGN REVIEW (continued)

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

2.3 – DESIGN REVIEW (continued)

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 – PREPARING CONTRACT DOCUMENTS (continued)

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.

2.7 – CODE REQUIREMENTS AND REGULATIONS (continued)

- 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 contract 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

3.3 – GENERAL CONDITIONS OF CONSTRUCTION (continued)

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).

3.3 – GENERAL CONDITIONS OF CONSTRUCTION (continued)

- 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 – GENERAL CONDITIONS OF CONSTRUCTION (continued)

3.3.5 Freight Elevator

- A. The Tenant and its 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 – GENERAL CONDITIONS OF CONSTRUCTION (continued)

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

3.5 – WORK SEQUENCE / SCHEDULING (continued)

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.

3.6 – PROTECTION OF PROPERTY (continued)

- (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

3.6 – PROTECTION OF PROPERTY (continued)

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

3.6 – PROTECTION OF PROPERTY (continued)

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 – INSPECTION / OBSERVATION OF WORK (continued)

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.

3.8 – WORKMANSHIP / QUALITY CONTROL (continued)

- (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.

3.8 – WORKMANSHIP / QUALITY CONTROL (continued)

- (e) Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its 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.

3.8 – WORKMANSHIP / QUALITY CONTROL (continued)

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.

3.8 – WORKMANSHIP / QUALITY CONTROL (continued)

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

3.9 – SAFETY (continued)

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.**

3.10 – SECURITY (continued)

- 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

3.10 – SECURITY (continued)

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 paint, 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 not 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.

4.2 – INSPECTION AND REVIEW

- 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.

4.2 – INSPECTION AND REVIEW

- 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.

4.4 – WARRANTIES (continued)

- 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.

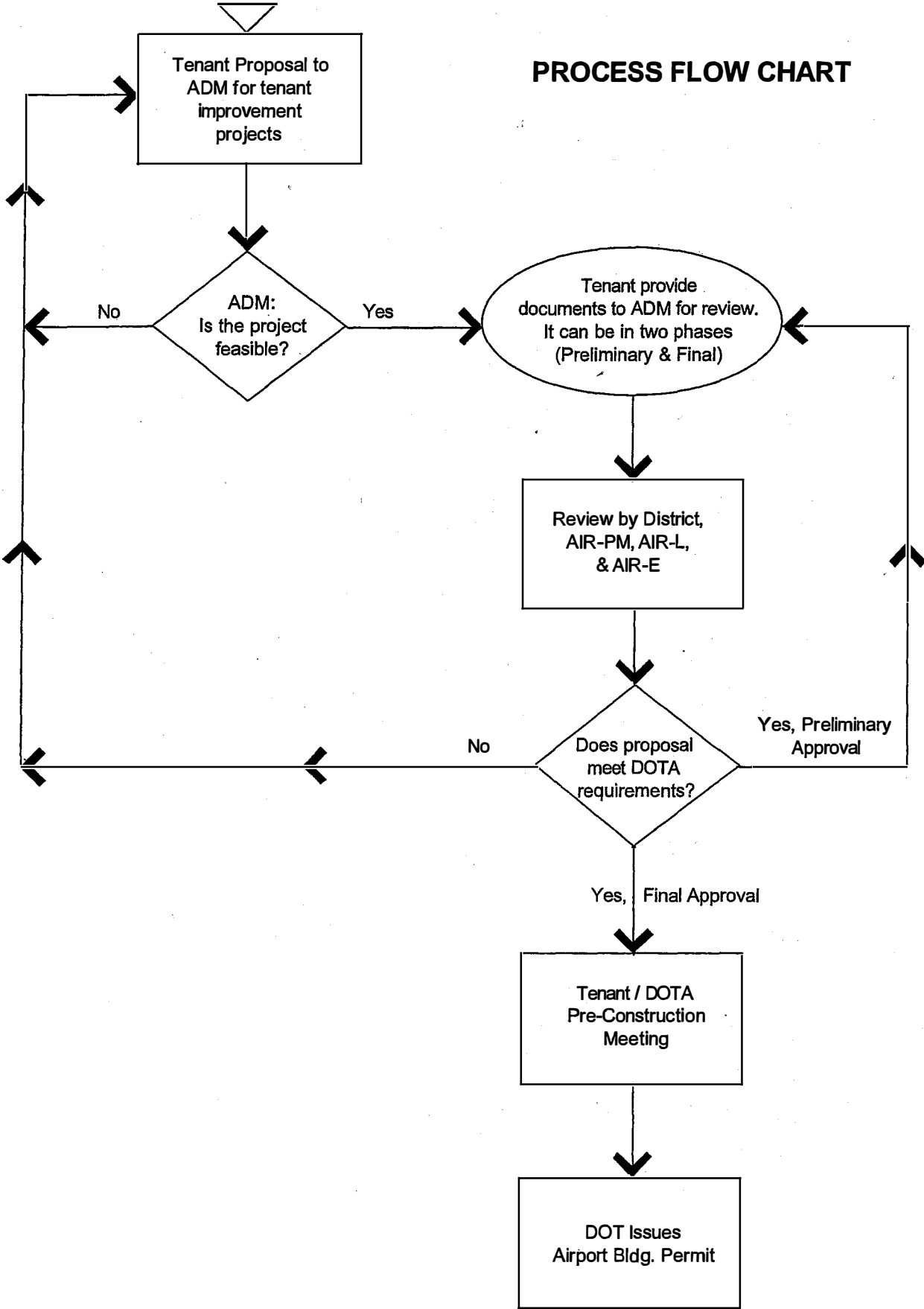
4.7 – VACATING PREMISES

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):			
<input type="checkbox"/> New Construction	<input type="checkbox"/> Demolition	<input type="checkbox"/> Electrical	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Renovation	<input type="checkbox"/> Repair	<input type="checkbox"/> 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

- | | |
|--|--|
| <ol style="list-style-type: none"> 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 | <p>_____/_____
_____/_____
_____/_____
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_____/_____</p> |
|--|--|

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 RequirementsConforms / 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: _____

APPLICANT: _____

ADDRESS: _____

NAME/TITLE: _____

Signature

TELEPHONE NO.: _____

ADDRESS: _____

FAX NO.: _____

IN CASE OF EMERGENCY: _____

TELEPHONE NO.: _____

FAX NO.: _____

Name Phone No.

Name Phone 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 _____

APPROVED BY: _____ AIR-E _____ DATE _____

APPROVED BY: _____ AIR-O _____ DATE _____

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 cars, 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 <u>excluding</u> 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
A R C H I T E C T S

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.

1.0 - CIVIL (continued)

- 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 than 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.

1.0 - CIVIL (continued)

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 than one travel lane in each direction.

1.0 - CIVIL (continued)

- 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

1.0 - CIVIL (continued)

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.

1.0 - CIVIL (continued)

- (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.

1.0 - CIVIL (continued)

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

1.0 - CIVIL (continued)

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.

1.0 - CIVIL (continued)

- 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.

<u>Use</u>	<u>Number of Full Size Parking Spaces</u>	<u>Required for Each</u>
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.

1.0 - CIVIL (continued)

- 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 than 90 degrees, travel aisles must be one-way. To maximize space more than 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

1.0 - CIVIL (continued)

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.

1.0 - CIVIL (continued)

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).

1.0 - CIVIL (continued)

(c) Permit period

- (i) Temporary water service permitted for initial period not longer than 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.

1.0 - CIVIL (continued)

- (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.

3.0 – ARCHITECTURAL (continued)

- (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)

3.0 – ARCHITECTURAL (continued)

- (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 (cm²). 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.

3.0 – ARCHITECTURAL (continued)

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

3.0 – ARCHITECTURAL (continued)

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.

3.0 – ARCHITECTURAL (continued)

- 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.

3.0 – ARCHITECTURAL (continued)

- 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

3.0 – ARCHITECTURAL (continued)

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:

3.0 – ARCHITECTURAL (continued)

- A. Concrete: Surface shall cure 60 days minimum, remove latex 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 rag 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

4.0 – MECHANICAL (continued)

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, coordinate 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.**

4.0 – MECHANICAL (continued)

- 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.

4.0 – MECHANICAL (continued)

- (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.

4.0 – MECHANICAL (continued)

- 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

4.0 – MECHANICAL (continued)

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.

4.0 – MECHANICAL (continued)

- 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.

4.0 – MECHANICAL (continued)

4.2.7 Tenant's Requirements:

- A. Determine if there is a requirement for BTUH metering. If required, coordinate 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.

4.0 – MECHANICAL (continued)

- (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 vanned in accordance with SMACNA recommendations or other approved manner. All supply air and return air ducts and secondary condensate drain pan shall be insulated 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.

4.0 – MECHANICAL (continued)

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.

4.0 – MECHANICAL (continued)

- 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 Laboratories (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.

4.0 – MECHANICAL (continued)

- 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: Ductile 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.

4.0 – MECHANICAL (continued)

- 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

5.0 – ELECTRICAL (continued)

- 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.

5.0 – ELECTRICAL (continued)

- (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.

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

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**

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

- (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.

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

- 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.

5.0 – ELECTRICAL (continued)

- (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 $\frac{1}{4}$ " 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.

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

- (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.

5.0 – ELECTRICAL (continued)

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.

5.0 – ELECTRICAL (continued)

- (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.

6.0 – SUPPORT FACILITIES (continued)

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 of 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 if 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 use 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.

6.0 – SUPPORT FACILITIES (continued)

- (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.

6.0 – SUPPORT FACILITIES (continued)

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 as 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

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS (continued)

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.

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS (continued)

- 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).

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS (continued)

- 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 requirements.
 - (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

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS (continued)

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

9.0 – FOOD / BEVERAGE (continued)

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

9.0 – FOOD / BEVERAGE (continued)

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

9.0 – FOOD / BEVERAGE (continued)

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:

10.0 – RETAIL (continued)

- 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.

10.0 – RETAIL (continued)

- 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

10.0 – RETAIL (continued)

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

10.0 – RETAIL (continued)

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.

10.0 – RETAIL (continued)

- 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.

10.0 – RETAIL (continued)

- (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

10.0 – RETAIL (continued)

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.

13.0 – TEMPORARY STRUCTURES - TRAILERS (continued)

- (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.

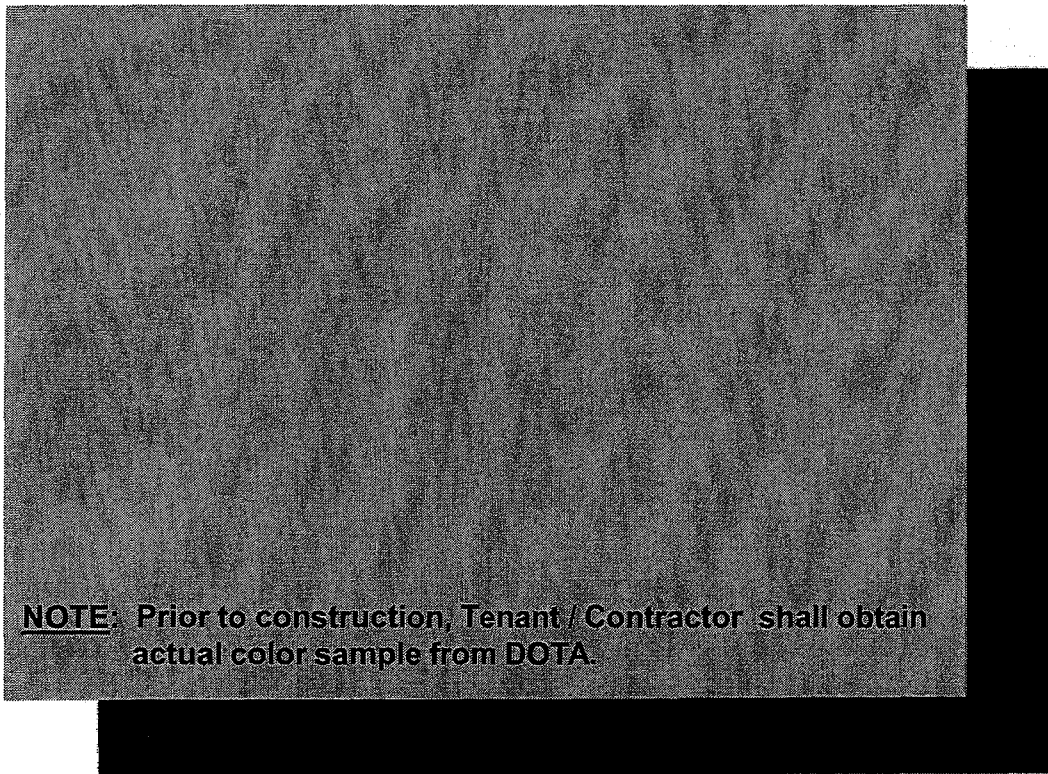
13.0 – TEMPORARY STRUCTURES - TRAILERS (continued)

- (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



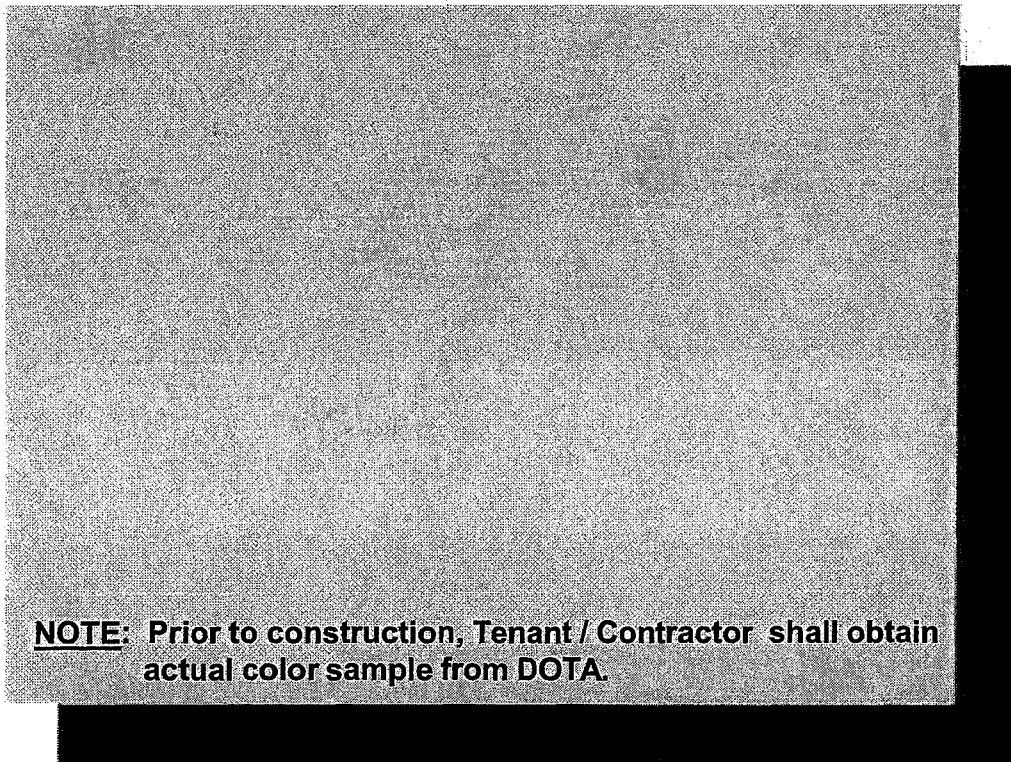
Base board / Window & Corner trims:

ICI #266 * Residence Row * MP #60YR 18/183

COLOR SCHEME 3

Body:

ICI #1171 * Spring Shower * MP #30GG 74/063

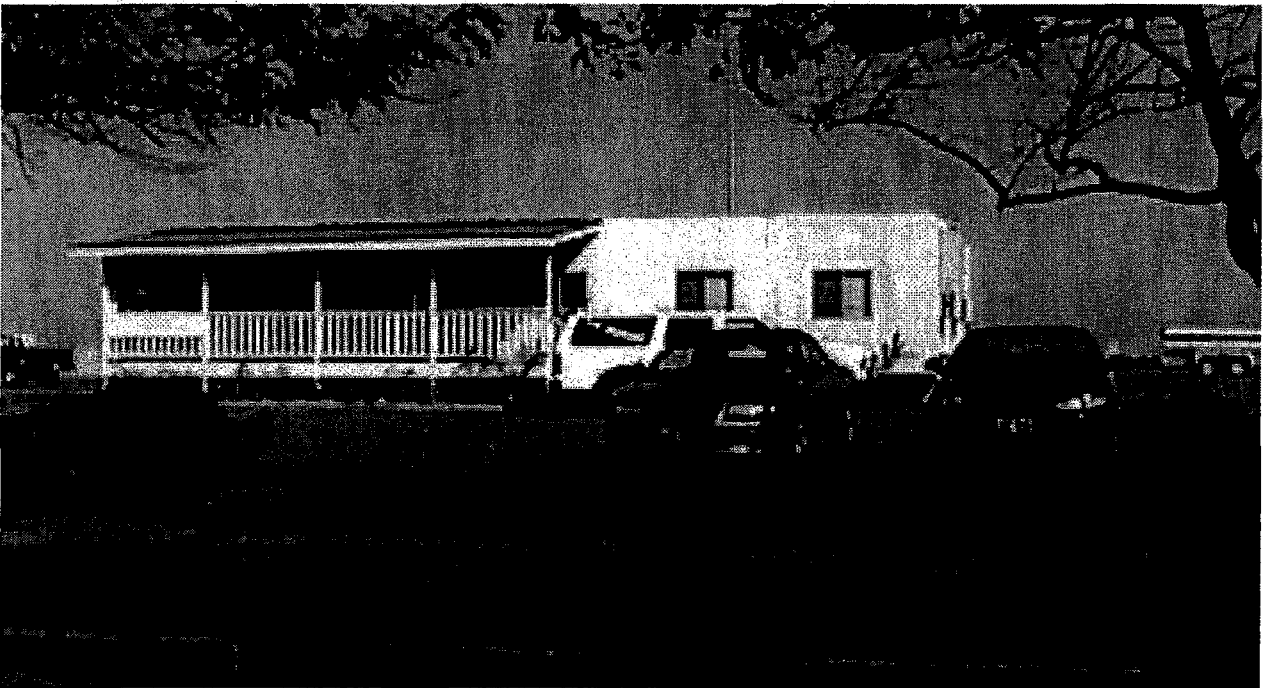


NOTE: Prior to construction, Tenant / Contractor shall obtain actual color sample from DOTA.

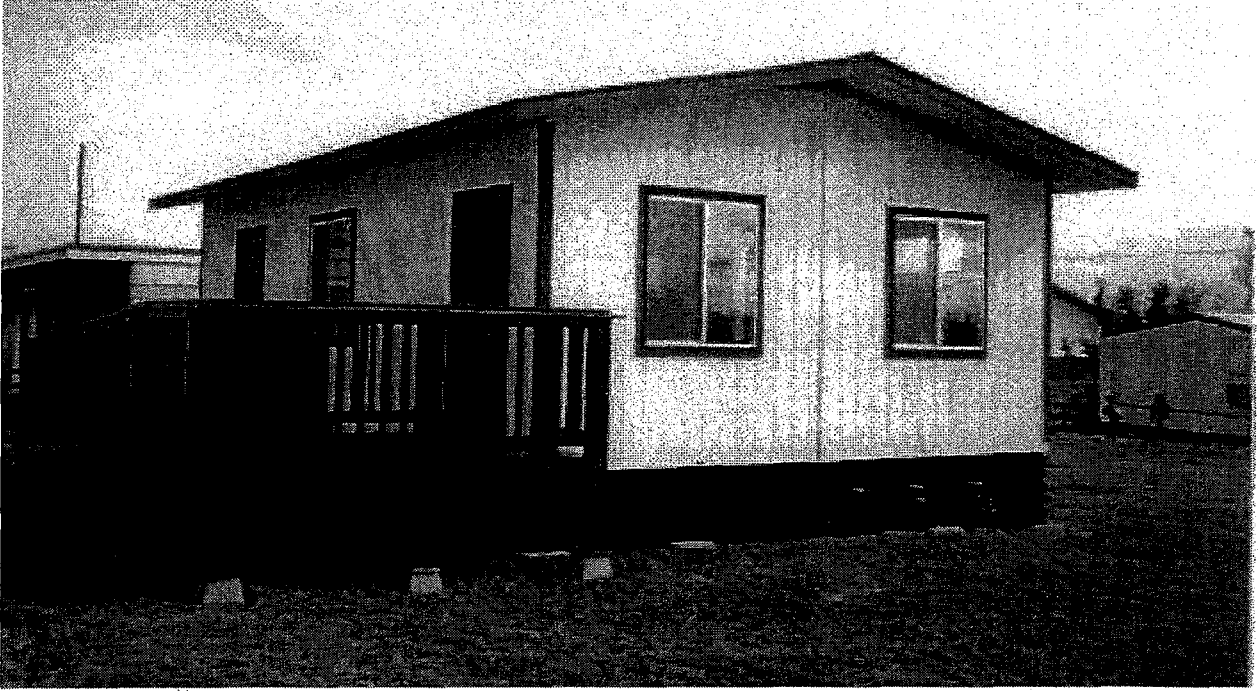
Base board / Window & Corner trims:

ICI #1265 * Blue Portico * MP #10BG 17/121

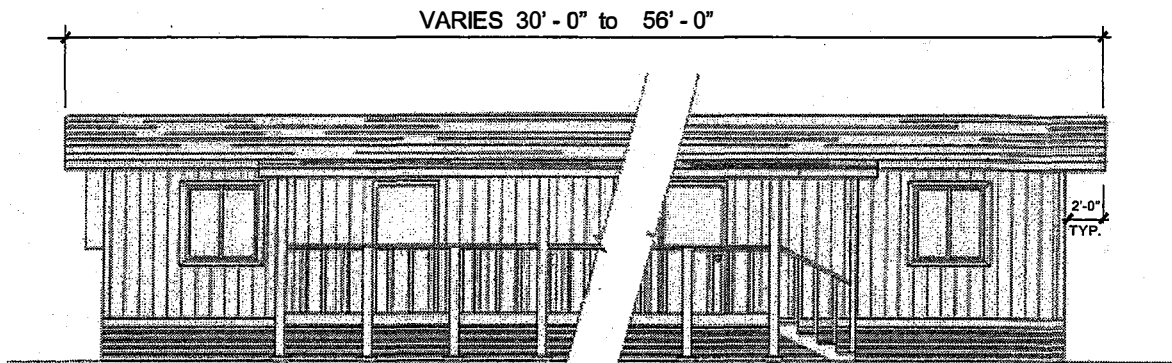
MOBILE OFFICE:



MOBILE OFFICE:

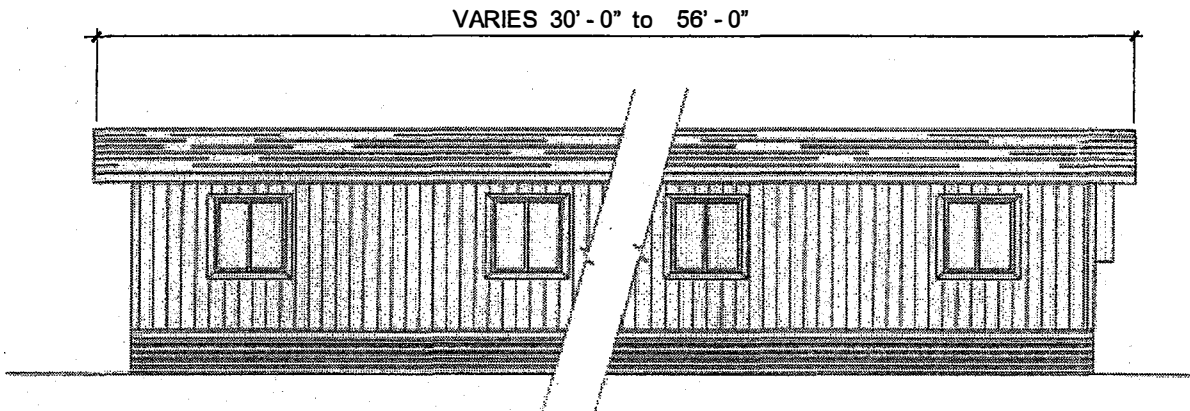


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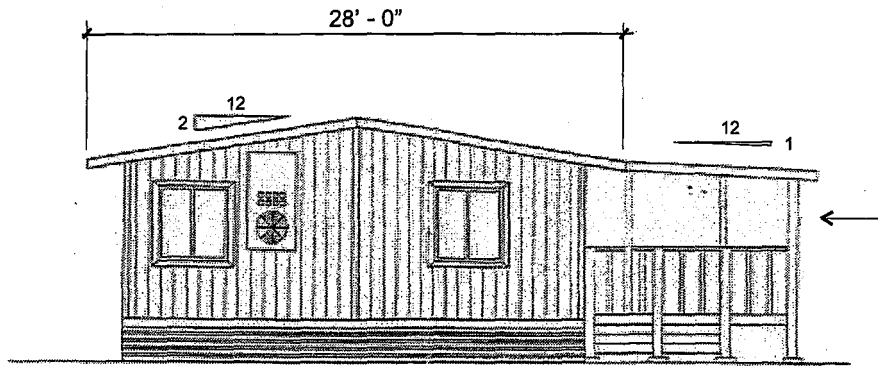
NOTE: ELEVATION SHOWN W/ OPTIONAL COVERED DECK

FRONT ELEVATION
(Not to Scale)

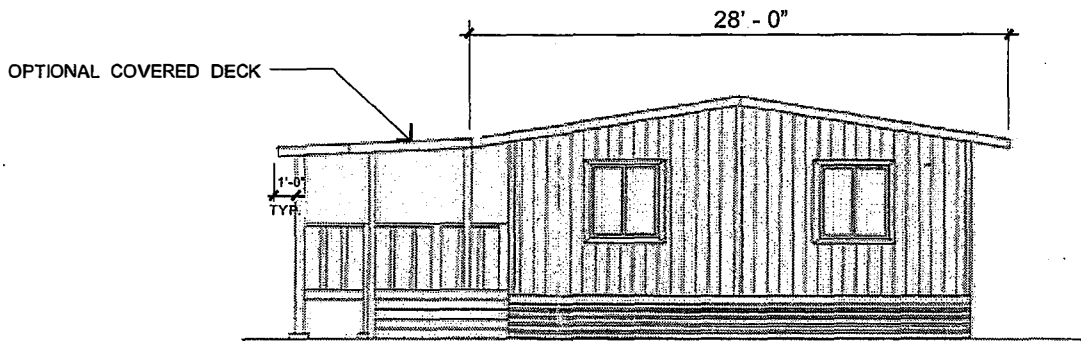


REAR ELEVATION
(Not to Scale)

MOBILE OFFICE:



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

Print Name

CONCUR:

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 Sewlloiana* 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 regia* L. (English Walnut)
68. *Lansium domesticum* (langsai, 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 dactylifera* 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. **Syzygium 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.

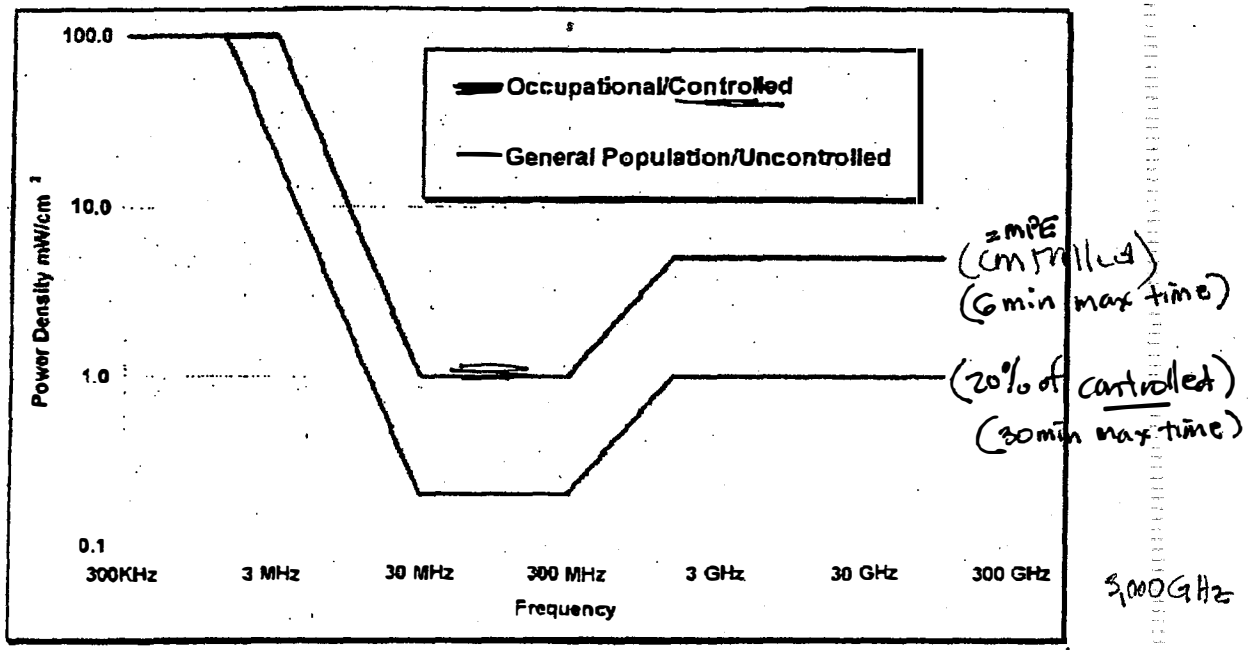
Costs of the testing for a particular site in public or common areas are planned to be prorated among the owners of the transmitters and antennas at the site, on a site by site basis. If a site is found to exceed RF emissions standards, possible remedial actions will be discussed with the site transmitter 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
Radio
C-band
X-band
K-band

Microwave
Radio

Microwaves

Infrared



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

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 extensions 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 <http://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:

<u>Years</u>	<u>Percentage</u>
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:	<u>- 82,690</u>
	Adj Dep Cost Imp/Ren:	(509,197)
3.	Adj Cost Trade Fixtures:	1,705
	Depreciation:	<u>- 1,012</u>
	Adj Dep Cost Trade Fixtures:	(693)
4.	Excess:	\$ 90,100
5.	Appropriate Premium Percentage:	x (e.g.) 50%
6.	Premium Due DOT:	<u>\$ 45,055</u>

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
CCI (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)

$$\$500,000 \times 121.1/102.3 = \$591,887$$

2. Depreciation:

$$\$591,887/408 \text{ mos.} \times 57 \text{ mos.} = \$82,690$$

3. Adjusted Depreciated Cost of Improvements and Renovations:

$$\$591,887 - \$82,690 = \underline{\$509,197}$$

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

Example	Refrigerator	
	Actual cost:	\$1510
	CPI (most recent):	118.1
	CPI (base):	104.6
	expired term:	57 mos.
	Whole term: (Anticipated life)	96 mos.

1. Adjusted Cost of Trade Fixture:

Actual Cost x CPI-U (most recent) / CPI-U (base)

$$\$1510 \times 118.1/104.6 = \$1705$$

2. Depreciation:

$$\$1705 \times 57 \text{ mos}/96\text{mos.} = \$1012$$

3. Adjusted Depreciated Cost of Trade Fixture:

$$\$1705 - \$1012 = \underline{\$693}$$

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 are 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 on the proportion the leasable area of the subleased premises bears to the total leasable area of the building.

**LIST OF PARKING REVENUE CONTROL SYSTEM EQUIPMENT
PURCHASED BY OPERATOR**

OPERATIONAL DATA REPORTS

Operational Data Reports to be Submitted by Operator within twenty (20) days of the end of each calendar month:

1) For public parking entries at Kahului Airport (other than Heliport):

- a. Number of public parking tickets issued for each day of the month.
- b. Number of card-activated entries for each day of the month.
- c. Start and end time and date when any entry lane was out of operation and not available for customer use during the month, along with the reason

2) For public parking exits at Kahului Airport (other than Heliport):

- a. Number of tickets collected for each day of the month
- b. Number of non-ticket exits for each day of the month
- c. Number of exiting customers paying by cash or check for the month
- d. Number of exiting customers paying by credit or debit card for the month
- e. Number of transactions by hours stayed duration for the month
- f. Start and end time and date when any exit lane was out of operation and not available for customer use during the month, along with the reason

3) Occupancies at Kahului Airport (other than Heliport)

Parking occupancies (number of occupied spaces) in the public parking lots at peak time and overnight for each day of the month

4) For parking at Kapalua-West Maui Airport

a. Number of vehicles parked in public parking lot each day

b. Duration of stay for each vehicle in public parking lot

5) Other

a. Summary of customer complaints along with a copy of response letters sent during the month

b. Summary of equipment and parking facilities' maintenance activities during the month

c. Number of employee parking privilege sales during the month by location, (including each Kahului employee lot, heliport lot, and Kapalua employee lot)

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 Contract, dated _____, entered into by said Principal with the State of Hawaii for the Management and Operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui 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 Management and Operation of the Automobile Parking Facilities at Kahului Airport and Kapalua-West Maui Airport, then this obligation shall be 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 Contract, in or to the covenants and terms of the Contract, 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 Contract.

(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 Contract or in this bond, in accordance with the terms thereof.

WITNESS our hands and seals at _____,
State of _____, this _____ day of _____, 2013.

Principal

Surety

APPROVED AS TO FORM:

Deputy Attorney General

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2013, 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: _____