

TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 1

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F. GLOSSARY

MANUAL 1 - INTRODUCTION

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

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

MANUAL 1:

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

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

MANUAL 2:

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

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

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

IMPORTANT NOTE:

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

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

1.1 – DEFINING THE SCOPE OF WORK

1.1.1 Tenant Responsibilities

- A. Each Tenant needs to determine their individual needs and requirements for operating their facilities at their specific airport during the early stages of their design.
- B. Each Tenant needs to determine what utilities and capacities they require. It shall be the Tenant's responsibility to coordinate with DOTA to ensure proper utilities, capacities and all other aspects required to operate their facilities are available.

1.1.2 Types of Improvements

- A. The TIG applies to the following types of improvements:
 - (a) Initial construction (including new leases).
 - (b) Renovation / alteration / modification
 - (c) Relocation to a new and/or different leased space.
 - (d) New, renovated, or relocated signage, displays and fixtures.

1.1.3 Types of Work Requiring Conformance to the TIG:

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

1.1 – DEFINING THE SCOPE OF WORK (continued)

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- (a) Lighting System
 - (b) Power System
 - (c) Fire Alarm System
 - (d) Telephone / Communication System
 - (e) Security System

1.2 – LOCAL CONDITIONS

1.2.1 General

- A. If the TIG and the Tenant's lease documents differ, the lease documents shall govern.
- B. All questions relating to clarification of specific sections of the TIG shall be directed in writing to the appropriate Airport District Manager (ADM).
- C. The State of Hawaii has the right, at any time, to revise the TIG. All tenant improvements must conform to the TIG currently in effect.
- D. Any deviations from this TIG may be permitted only after written approval is given by the Airport District Manager.
- E. Each airport may, in addition to these guidelines, have other rules and regulations which refer specifically to that particular airport and the Tenant is responsible for adhering to those rules and regulations in effect on the date the submittal is received by the State of Hawaii.
- F. In the event there is a discrepancy on interpretation of these guidelines or any other applicable rules or regulations, the Airport District Manager has the right to final authority and determination of which rules to follow.

1.2.2 Airport District Manager Addresses (and their airports):

- A. Oahu Airport District Manager
Honolulu International Airport
300 Rodgers Boulevard, #12
Honolulu, HI 96819
Ph: #836-6533 / Fax: #836-6682
Major Airport: Honolulu Intl. Airport
Minor Airports: Dillingham Airfield
Kalaeloa Airport
- B. Maui Airport District Manager (includes Molokai & Lanai)
Kahului Airport
Ph: #872-3830 / Fax: #872-3829
Major Airport: Kahului Airport
Minor Airports: Hana Airport,
Kalaupapa Airport, Kapalua Airport
Lanai Airport, Molokai Airport
- C. Kauai Airport District Manager
Lihue Airport
3901 Mokulele Loop #6
Lihue, HI 96766
Ph: #246-1400 / Fax: #295-2568
Major Airport: Lihue Airport
Minor Airport: Port Allen Airport
- D. Hawaii Airport District Manager
Kona International Airport
P.O. Box 1660
Kailua-Kona, HI 96745
Ph: #329-2484 / Fax: #329-7414
Major Airports: Kona Intl. Airport
Hilo Intl. Airport
Minor Airports: Upolu Airport
Waimea-Kohala Airport

1.3 - INSURANCE REQUIREMENTS

1.3.1 General

- A. The Tenant shall provide **Builder's Risk Insurance** during construction and **Property and Liability Insurance** for completed improvements per the requirements outlined in the TIG.
- B. The Tenant's Design Consultant (Architecture/Engineering) shall comply with insurance requirements outlined in 1.3.2.
- C. The Tenant's General Contractor shall comply with insurance requirements for construction as outlined in 1.3.2.
- D. The Tenant-Contractor agreement shall stipulate that the Tenant shall indemnify and hold harmless the DOT-A, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work.

1.3.2 Certificate of Insurance

- A. All Contractors performing work on airport property must demonstrate a Certificate of Insurance from an insurance company or agency, licensed in the State of Hawaii, showing full coverage of the Contractor for:
 - (a) Comprehensive Automobile Liability: combined single limit per accident for bodily injury and property damage with the State of Hawaii named as additional insured.
 - (b) Commercial General Liability (Occurrence form): combined single limit per occurrence with the State of Hawaii named as additional insured.

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

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

1.3 - INSURANCE REQUIREMENTS (continued)

1. Automobile Liability and General Liability insurance coverages for bodily injury and property damage (combined single limit) per occurrence.
 2. Specifically name the State of Hawaii as an additional insured.
 3. Indicate that the Airport District Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.
- (d) Limited AOA Clearance – Restricts vehicular operation to Diamond Head and Ewa gull wing second level roadway and the connecting third level main terminal roadway only, with entry and exit via Security Access Point C.
1. Automobile Liability and General Liability insurance coverages for bodily injury and property damage (combined single limit) per occurrence.
 2. Specifically name the State of Hawaii as an additional insured.
 3. Indicate that the Airport District Manager will be provided with a 30-day prior notice of policy cancellation or material change in coverage or conditions.

1.3.3 Reference

- A. See APPENDIX, Document M.1-2, Instructions for Certificate of Insurance.

1.4 - DESIGN CONSULTANT REQUIREMENTS

1.4.1 Tenant to Utilize Licensed Architect / Engineer

- A. The Tenant shall engage a qualified Architect / Engineer, licensed in the State of Hawaii, in the preparation of Tenant's design, working drawings, calculations, specifications and construction contract documents.

1.4.2 Drawings & Specs to Bear Registered Arch. / Engr. Stamp

- A. Drawings and specifications prepared by contractors or fabricators shall not be accepted unless they are supplemental to those prepared by a licensed professional Architect or Engineer registered in the State of Hawaii and bearing his or her stamp.

1.4.3 Tenant to Submit Background Information to DOTA

- A. Once the Tenant's design consultant has been selected, the Tenant shall submit the following to DOTA:
 - (a) Letter of Notification - The Tenant shall submit in writing, a letter identifying the name of the design consultant(s), business address, telephone and fax number, contact person (Principal-in-charge) and the contract amount.
 - (b) Prime Consultant's Background Information – The Tenant shall submit to DOTA, the Prime Design Consultant's resume *or otherwise* provide the following information in writing: educational background, professional experience and registration / licenses.
 - (c) Sub-Consultant's Background Information – If any subconsultants will be utilized, the Tenant shall submit to DOTA the following, in writing: educational background, professional experience and, if applicable, registration / licenses.

1.5 – REVIEWING DESIGN PARAMETERS

1.5.1 General

- A. The TIG is general in nature and does not address every type of condition or detail tenants may encounter in their individual areas. Tenants are therefore encouraged to develop an on-going review process during the early design stages with the DOTA to determine specific design criteria and conditions which are acceptable to DOTA.
- B. Tenants should be prepared to discuss individual design concerns not addressed in the TIG when they meet with DOTA and their consultants, at the Schematic Design Review.
- C. It is imperative that the Tenant develops a full understanding of what the base building design calls for before any design work is started. Although DOTA intends to provide basic functional systems (i.e. mechanical, lighting, fire protection, etc.) for the Tenant to connect to, DOTA does not guarantee that all tie-in points will be within the Tenant's leased area. If the Tenant needs to tie into DOTA's systems at allocations beyond the Tenant's leased area, such location shall be as approved by the Airport District Manager, and at the expense of the Tenant. All such modifications shall be designed by the Tenant's Design Consultant at the expense of the Tenant.

1.5.2 Airport Improvements

- A. "Airlines", "Services" and "Fixed Base Operator" Tenants should contact DOTA to verify which of the following will be provided: the basic building structure, structural finished floor, HVAC primary duct, electrical supply panel at electrical distribution room, water and sanitary sewer within the building utility corridor, and communication system. The tenant is to provide a dust-tight, secure construction separation wall between any public space and the tenant's leased area. (See Manual 2 for construction requirements).

1.5.3 Tenant Improvements

- A. Tenant shall provide all finishes including, but not limited to, walls, floors, signage, ceilings, counter shelving, cabinets and display cases.
- B. Tenant shall be responsible for connecting into DOTA's main exhaust and cooling air distribution systems. If ductwork needs to extend beyond the Tenant's leased space in order to properly tie into these systems, it shall be the Tenant's responsibility to provide such connections, at their expense, and to provide any and all ductwork and

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 $\frac{1}{4}'' = 1'-0''$ scale.
 - (iv) Preliminary elevations and longitudinal section at $\frac{1}{4}'' = 1'-0''$ 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 its 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.

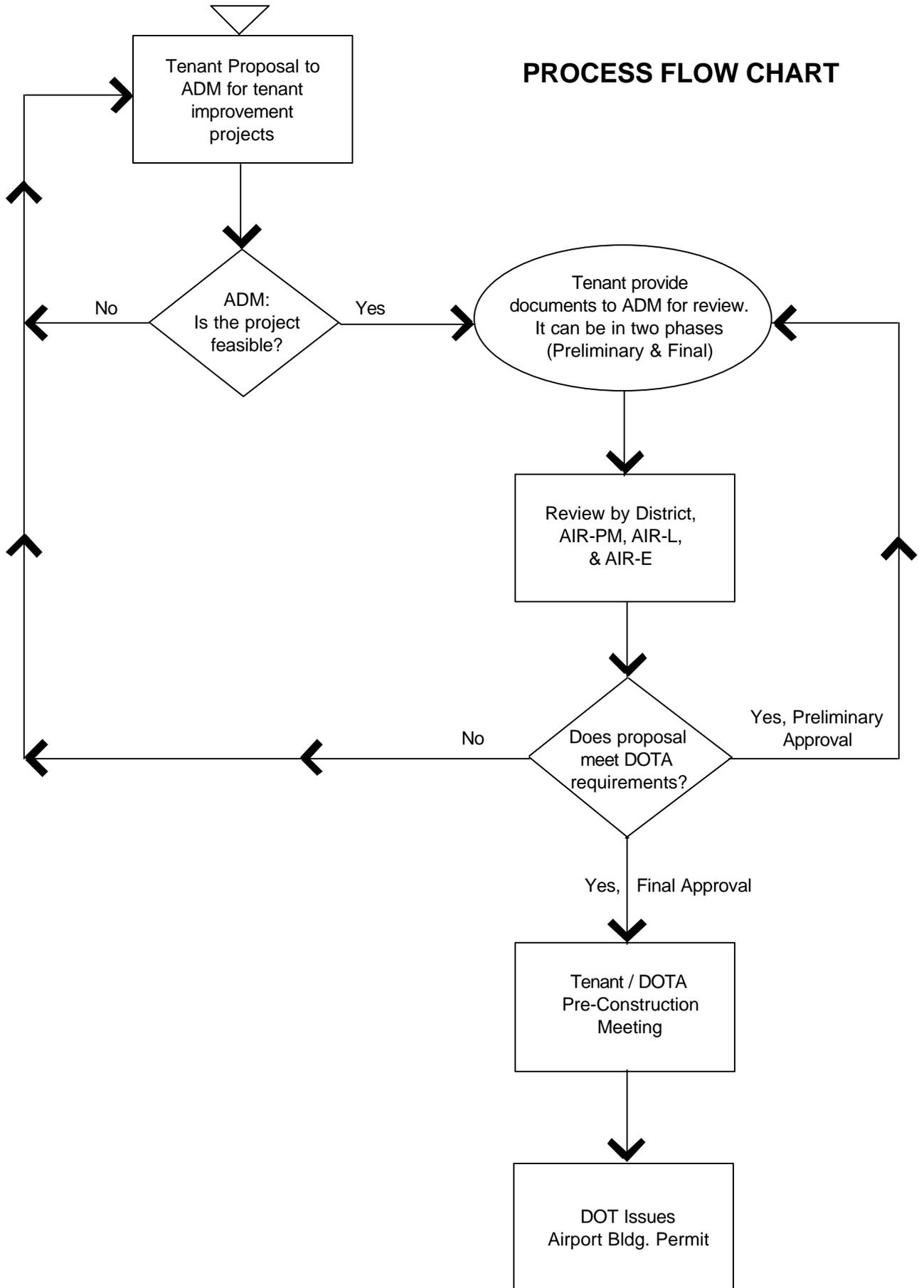
4.7 – VACATING PREMISES

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.
3. Set the review meeting date on the third Wednesday after receipt of proposal to allow two weeks for each parties 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 ADM review of all comments and completion of ADM review sheet, route ADM review sheet to AIR with all review sheets for final approval.
6. If any reviewer finds the submittal to be inadequate they must notify the ADM within three (3) days of receipt in case the review meeting date needs to be revised. The ADM then reschedules the meeting date if necessary or starts approval process again with new documents.

CHECKLIST:

YES/NO

- | | | |
|-----|--|-------------|
| 1. | Revised Plans and Specifications Submitted | _____/_____ |
| 2. | Industrial Use Code Submitted | _____/_____ |
| 3. | Construction Permits Obtained | _____/_____ |
| 4. | Environmental Permits Obtained | _____/_____ |
| 5. | Preconstruction Conference Held | _____/_____ |
| 6. | Security/Badging Requirements Determined | _____/_____ |
| 7. | Staging/Storage Areas Determined | _____/_____ |
| 8. | Haul Routes Determined | _____/_____ |
| 9. | Affected Tenants Notified | _____/_____ |
| 10. | NTP Issued | _____/_____ |
| 11. | Request AIR-EC Inspection Support | _____/_____ |
| 12. | Final Inspection | _____/_____ |
| 13. | Record Drawings Submitted | _____/_____ |
| 14. | Record Drawings Submitted
Delivered to AIR-EG | _____/_____ |

Airport District Manager

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT DISTRICT REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____
in Conference Room C at Division Offices in IIT. If
approved and returned to ADM prior to meeting date
attendance not required.

1. Architectural Theme - Recommend Approval/Disapproval
2. Operational and Airport Layout Plan Conformance - Recommend Approval/Disapproval
3. Requires FAA Review and Approval - Yes/No
4. Comments:

I have reviewed the proposal and APPROVE/DISAPPROVE 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 (AIR-L) 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 APPROVE/DISAPPROVE of the project

Airports Operations Officer

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT PROPERTY MANAGEMENT (AIR-PM) REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

REVIEW MEETING DATE: Wednesday, 8:00 am on _____
in Conference Room C at Division Offices in IIT. If
approved and returned to ADM prior to meeting date
attendance not required.

1. Lease Requirements - Conforms/Does Not Conform
2. Environmental Guidelines - Conforms/Does Not Conform
3. Insurance Required:
4. Comments:

I have reviewed the proposal and APPROVE/DISAPPROVE of the project

Airports Property Management Supervisor

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT PLANNING (AIR-EP) 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. Conforms with Master Plan - Conforms/Does Not Conform
2. Environmental Compliance/EIS - Conforms/Does Not Conform
3. Requires FAA Review and Approval - Yes/No
4. Comments:

I have reviewed the proposal and APPROVE/DISAPPROVE of the project

Airports Head of Planning

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT ENVIRONMENTAL COMPLIANCE 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. Liquid Storage, especially fuel. Need SPCC Plan - Yes/No
2. Vehicle Maintenance - Conforms/Does Not Conform
3. Vehicle Washing - Conforms/Does Not Conform
4. New Storm Water Discharge/ hookup - Conforms/Does Not Conform
5. Storm Water Modifications Discharge/ hookup - Conforms/Does Not Conform
6. Comments:

I have reviewed the proposal and APPROVE/DISAPPROVE of the project

Airports Head of Environmental Compliance

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT ENGINEERING (AIR-E) 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:

Licensed Stamp Required: Architect _____ Civil _____ Electrical _____ Mech. _____

Permits Required: County Building _____ Tank Installation _____ Other _____

I have reviewed the proposal and APPROVE/DISAPPROVE 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 _____

AIR-E

APPROVED BY: _____ DATE _____

AIR-O

F. GLOSSARY

GLOSSARY

ADA	Americans with Disabilities Act – provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, State and local government services, public accommodation and commercial facilities and telecommunications.
ADAAG	Americans with Disabilities Act Accessibility Guidelines – guidelines for accessibility to building and facilities.
ADM	Airport District Manager: Airport official in charge of the airport. In event of discrepancy on interpretation of TIG, the ADM has final authority, determining which rules to follow.
AIR	Airports Division – Airports Administrator. The chief of all of Hawaii’s Airports.
AIR-A	Airports Division, Staff Services office that oversees budget, financial management, procurement, personnel and property management.
AIR-E	Airports Division – Engineering Branch that supervises planning (AIR-P), design (AIR-ED), construction (AIR-EC), maintenance (AIR-EM), and drafting (AIR-EG) for statewide airport system.
AIR-L	Airports Division, Operation Branch that oversees the certification security and safety, Disadvantaged Business Enterprise, Firefighting, and general aviation.
AIR-PM	Airports Division – Property Management. The state level division dealing with the division’s properties and facilities available for public and private use.
AOA	‘Air Operations Area’, a security controlled area that includes all operations occurring within an area designed and used for the landing, taking off, and surface maneuvering of airplanes, as well as general aviation areas and areas under the exclusive control of air carriers.
BMP	Best Management Practices
CAD	Computer-Aided Design

GLOSSARY (continued)

Contractor Payment Bond	Contractor Payment Bond is required by the Tenant with the State of Hawaii being named as dual obligee. The Payment Bond shall be in the amount equal to 100% of the construction contract price. The Contractor Payment Bond shall guarantee prompt and faithful payment by the Tenant's Contractors to all persons supplying labor, materials, equipment, supplies and any other items required under the specifications of the contract. Risk Management is the regulatory City agency requiring Contractor Payment Bonds.
Contractor Performance Bond	Contractor Performance Bond is required by the Tenant with the State of Hawaii being named as dual obligee. The Contractor Performance Bond shall be in the amount equal to 100% of the construction contract price. The Contractor Performance Bond shall guarantee full and faithful performance of all the terms and provisions of the contract between the Tenant and the Contractor. Risk Management is the regulatory City agency requiring Contractor Performance Bonds. (See Contractor Payment Bond)
DBO	Date of Beneficial Occupancy: The date owner / tenant may begin occupying and operating in a newly constructed space which occurs after the contractor has either completed all work or has substantially completed his work to the satisfaction of all applicable regulatory agencies and the owner. Date of Beneficial Occupancy (DBO) must be authorized in writing by the DOTA.
Design Approval	Written documentation that a project is ready for construction as submitted to DOTA. Please note: Having successfully been awarded a contract with the DOTA is not "Design Approval" for construction.
DD Phase	Design Development Phase: The stage after schematic design and before construction documents in the Design Phase of the work. This stage further develops the schematic design concepts into final configurations, size, color, materials, reflects code and other regulatory requirements, etc., which closely represents completed design. Completion of the design development (DD's) should also include estimated construction cost estimates.

GLOSSARY (continued)

DOTA	Department of Transportation – Airports Division: The department that approves, reviews and manages Tenant design and construction projects within the boundaries of the various state-wide airports.
DOT-H	Department of Transportation – Highways division
FAA	Federal Aviation Administration.
Ground Transportation	The various types and modes of transportation available to the arriving passenger, such as taxi, limousine, rental 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