

CONCESSION AGREEMENT NO. DOT-A-__- ____

STATE OF HAWAI'I
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

CONCESSION AGREEMENT DOCUMENTS
FOR A NON-EXCLUSIVE RENTAL CAR CONCESSION
FOR THE FUTURE CONSOLIDATED RENTAL CAR FACILITY
AT
KAHULUI AIRPORT
KAHULUI, ISLAND OF MAUI
STATE OF HAWAI'I

NON-EXCLUSIVE RENTAL CAR CONCESSION
FOR THE FUTURE CONSOLIDATED RENTAL CAR FACILITY
KAHULUI AIRPORT
KAHULUI, ISLAND OF MAUI
STATE OF HAWAI'I

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NOTICE TO BIDDERS
NON-EXCLUSIVE RENTAL CAR CONCESSIONS
FOR THE FUTURE CONSOLIDATED RENTAL CAR FACILITY
KAHULUI AIRPORT
STATE OF HAWAI'I

Tenders by sealed bids for concession contracts relating to the operation of non-exclusive rental car concessions (individually and collectively "**Concession**"; provided, however, that only one (1) Concession may be awarded to a bidder) at the future consolidated rental car facility ("**Facility**") at Kahului Airport ("**Airport**"), Kahului, Hawai'i, for a period of ten (10) years, will be received by the State of Hawai'i, by its Director of Transportation ("**State**"), c/o State of Hawai'i, Department of Transportation, Airports Division, Property and Business Development Office, Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i 96819-1880, up to 2:00 p.m., Hawai'i Standard Time ("**HST**") on Thursday, October 3, 2013, at which time and place the bids will be publicly opened and read. The State reserves the right to cancel the bid opening for any reason whatsoever.

The Concession bid documents describing the Concession, including, without limitation, the Consolidated Rental Car Facility Concession Agreement and Facility Lease ("**ConRac Agreement**"), may be obtained from the State's Airports Division, located at the Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i 96819-1880. The Concession bid documents may be purchased upon the tender of the nonrefundable sum of FORTY AND NO/100 DOLLARS (\$40.00) in United States currency or certified check. The Concession bid documents may also be downloaded at hidot.hawaii.gov/dot/airports/doing-business/concession-notices without charge.

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

The Concession bid documents for a Concession will include: (1) this Notice to Bidders; (2) the Instructions to Bidders; (3) the Bid Intent Package, including the Notice of Intention to Bid; (4) the Bid Proposal Package; (5) the ConRac Agreement; (6) the Concession Bond; (7) the Performance Bond; and (8) all of the attachments thereto.

An initial pre-bid conference will be conducted by the State on Wednesday, June 26, 2013, commencing at 9:00 a.m., HST, to familiarize prospective bidders with the nature of the Concession bid documents, including a business term sheet outlining the major provisions of the ConRac Agreement.

A final pre-bid conference will be conducted by the State on Wednesday, July 31, 2013, commencing at 9:00 a.m., HST, to further familiarize prospective bidders with the nature of the Concession bid documents, including the ConRac Agreement.

Bidders are advised to attend both pre-bid conferences which will begin promptly at 9:00 a.m., HST, at the Airports Division, Administration Conference Room located at Kahului Airport, 1 Kahului Airport Road, Kahului, Hawai'i 96732-2327. State representatives will be available to preliminarily respond to questions at the conferences. Any oral responses given by State representatives at the pre-bid conferences will be preliminary and subject to further revisions and clarification.

Questions needing a final, formal response from the State should be submitted in writing. The deadline for submitting all written questions, including the resubmission of any submitted for the pre-bid conference, for which a prospective bidder desires to obtain the State's written response will be 4:00 p.m., HST, on Monday, August 19, 2013. The State will provide final written responses to all written questions properly submitted by the Monday, August 19, 2013, deadline.

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

The non-exclusive concessions will operate at the Facility (see Exhibit B) that is being developed at Kahului Airport. It is currently anticipated that the Facility will be operational in 2017. The Facility is to located southwest of the existing public parking area fronting the terminal and will front the new airport access road. The three-level structure will include approximately 759,000 square feet of covered space for ready/return vehicle use, approximately 1,000 overflow parking spaces, a two-level Quick Turnaround Structure adjoining the ready/return garage and a common use transportation system to and from the terminal building. The approximately 20,000 square foot rental car customer service area ("CSA") will be located on the second level of the Facility.

Based upon the number and relative sizes of the prospective bidders, the State intends to offer pre-determined "packages" of space located within the Facility. Each space package is anticipated to consist of: (a) rental counters, office and queuing space in the CSA, (b) use of the ready/return area; and, (c) use of the QTA area in the QTA building adjoining the Facility, which includes vehicle stacking spaces, fueling positions, vehicle light maintenance bays, and vehicle wash bays,.

The pre-determined space packages will be further divided into two (2) or more "tiers", with each tier containing space packages of relatively equal sizes. For example, depending upon the

number and size of the prospective bidders, there may one (1) tier consisting of two (2) large-sized space packages; a second tier consisting of three (3) medium-sized space packages; and a third tier for small operators. Separate minimum upset concession fees will be established for each of the tiers.

Upon commencement of operations at the Facility, no rental car companies will be permitted to pick up or drop off their customers at the Airport terminals. All rental car customers will be transported between the terminals and the Facility via a common-use transportation system. Off-Airport rental car companies will be required to pick up and drop off their customers at a designated location at the Facility.

Each bidder will be required to: (1) fill out and properly complete a Bid Intent Package, including, without limitation, a completed Notice of Intention to Bid and Qualification Questionnaire; and (2) submit the foregoing completed items, together with: (a) financial statement or statements; (b) other documents and tax clearance certificates, to the State's Airports Division, located at Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i, 96819-1880, not later than 4:00 p.m., HST, on Friday, September 6, 2013. The questionnaire(s) included as part of the Bid Intent Package will be considered confidential and will not be made available for inspection by the general public.

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

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

All bidders will submit bid proposals using the forms furnished by the State as part of the Concession bid documents.

The State desires to actively promote the growth and development of Disadvantaged Business Enterprise ("DBE") participation in concessions awarded at all public airports in the State of Hawai'i. In accordance with Title 49, Subtitle A, Parts 23 and 26, Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Airport

Concessions" and "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," respectively, it is the policy of the State's Airports Division to ensure that DBE firms have an equal opportunity to receive and participate in concessions at all public airports. Accordingly, all qualified DBEs are encouraged to compete for a rental car Concession at the Airport. Each business wishing to compete or participate as a DBE must be certified as a DBE by the State prior to the deadline date and time specified for the submission of sealed bids. For information and assistance in applying for DBE certification, please call the DBE Program Manager at (808) 838-8708.

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

A handwritten signature in black ink, appearing to read 'Glenn M. Okimoto', written in a cursive style.

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

INSTRUCTIONS TO BIDDERS (IB)
PERTAINING TO NON-EXCLUSIVE RENTAL CAR CONCESSIONS
FOR THE FUTURE CONSOLIDATED RENTAL CAR FACILITY
AT
KAHULUI AIRPORT
STATE OF HAWAI'I

1. PURPOSE

Bid Proposals are invited from all qualified entities interested in operating non-exclusive Rental Car Concessions ("**Concessions**") that may be awarded at Kahului Airport. The State of Hawai'i, Department of Transportation ("State"), seeks creative and well-qualified rental car companies to establish, operate, and maintain the Concessions at the consolidated rental car facility ("**Facility**") to be constructed at Kahului Airport, Island of Maui, State of Hawai'i ("**Airport**") for a period of ten (10) years from the date of beneficial occupancy of the Premises. It is currently anticipated that the Premises will be operational in 2017. The successful bidders will operate the Concessions at the Airport from the Facility.

2. OBTAINING BID MATERIALS

Copies of the Concession bid documents, including the Consolidated Car Rental Facility Concession Agreement and Facility Lease ("**ConRac Agreement**") describing the terms and conditions of a Concession and accompanying occupancy of the Facility, may be examined and/or obtained from the State's Airports Division, located at Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai'i 96819-1880. The Concession bid documents may be purchased upon tender of the nonrefundable sum of FORTY AND NO/100 DOLLARS (\$40.00) in United States currency or certified check. The Concession bid documents may also be downloaded at hidot.hawaii.gov/dot/airports/doing-business/concession-notices without charge.

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

The Concession bid documents for a Concession will include: (a) the Notice to Bidders; (b) this Instructions to Bidders; (c) the Bid Intent Package, including the Notice of Intention to Bid (Appendix A); (d) the Bid Proposal Package, including the Bid Proposal (Appendix B); (e) the ConRac Agreement (Appendix C); (f) the Concession Bond (Appendix D); (g) the Performance Bond (Appendix E); and (h) all attachments thereto.

3. PRE-BID CONFERENCE

An initial pre-bid conference to explain the objectives and requirements for a Concession at the Airport and to preliminarily respond to questions will be held on Wednesday, June 26, 2013, commencing at 9:00 a.m., Hawai'i Standard Time ("**HST**").

A final pre-bid conference will be conducted by the State on Wednesday, July 31, 2013, commencing at 9:00 a.m., HST, to further familiarize prospective bidders with the nature of the Concession bid documents, including the ConRac Agreement.

Both pre-bid conferences will be held at the:

Department of Transportation
Airports Division, Administration Conference Room
Kahului Airport
Kahului, Hawai'i 96732-2327

All prospective bidders are urged to attend this conference. Reservations may be made by contacting:

Property and Business Development Office
Department of Transportation
Airports Division
Honolulu International Airport
Inter-Island Terminal Building
400 Rodgers Boulevard, Suite 700
Honolulu, Hawai'i 96819-1880

Telephone (808) 838-8075

State representatives will be available to preliminarily respond to a limited number of questions at these conferences. Any oral responses given by State representatives at the pre-bid conference will be preliminary and subject to further revisions and clarification as part of the State's written response.

The deadline for submitting all written questions, including the resubmission of any submitted for the pre-bid conferences, for which a prospective bidder desires to obtain the State's formal written response for will be 4:00 p.m., HST on Monday, August 19, 2013. The State will provide final written responses to all written questions properly submitted by the Monday August 19, 2013 deadline.

All questions should be submitted on the form provided as Attachment 3 to this Instructions to Bidders.

A summary containing all written questions properly submitted for or on the specified deadline of Monday, August 19, 2013, together with the State's final written responses, will be posted and available for download at hidot.hawaii.gov/dot/airports/doing-business/concessions-notices. All potential bidders should not rely on oral representations made at any time and should instead rely on the written State responses to the questions submitted before or on the Monday, August 19, 2013, deadline which shall be entitled "The State's Response to Written Concession Questions." This shall comprise the State's final response to the questions unless the State decides to amend or supplement the State's responses. As a result of the pre-bid conference or otherwise, changes to the Concession bid documents which are deemed appropriate by the State may be made and will be posted and available for download at hidot.hawaii.gov/dot/airports/doing-business/concessions-notices before the date scheduled for receipt of sealed bid proposals.

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

Bidders are required by state statute to submit a fully completed Notice of Intention to Bid (Appendix A and all attachments). A prospective Bidder's failure to submit its fully completed Notice of Intention to Bid, together with the remainder of the Bid Intent Package, by the deadline date and time specified in the Notice to Bidders, shall disqualify the prospective Bidder from submitting a Bid Proposal.

The Bid Intent Package includes the following: (1) Notice of Intention to Bid (Appendix A); (2) the Qualification Questionnaire (Appendix A, Attachment 1); and (3) Tax Clearance Certificates (Appendix A, Attachment 2). The Bid Intent Package must be submitted by the specified deadline, Friday September 6, 2013, 4:00 p.m. HST, and properly completed in accordance with the instructions contained therein. The State will use the Bid Intent Packages submitted for purposes of evaluating the qualifications of the prospective bidders.

Based on the number and relative sizes of the entities filing a completed Notice of Intention to bid, the State intends to offer pre-determined "packages" of space located within the Facility. Each package of space is anticipated to consist of: (a) rental counters, office and queuing space in the Customer Service Area, approximately described on Exhibit B; (b) Ready/Return Area approximately depicted on Exhibit B; and (c) QTA Area in the Structured Quick Turnaround Building adjoining the Facility, which includes vehicle stacking spaces, fueling positions, vehicle light maintenance bays, and vehicle wash bays, as approximately depicted on Exhibit B.

Each prospective bidder shall indicate in its Bid Intent Package the single brand or family brand trade name(s) under which it will operate its concession at the Airport. In order to promote operational efficiency and optimize the use of the Facility and provide optimal customer service, related entities will be required to submit a single bid and to select only one of the operational and one of the customer service location tiers identified by the State. The prospective bidder's brand/trade names must be 100% owned or controlled by the prospective bidder, or be licensed to the prospective bidder for its use. Any successful bidder shall be prohibited from

operating at the Airport under any single brand or family brand name(s) or trade name(s) other than the single brand or family brand name(s) or trade name(s) that it designates in its Bid Intent Package. Approval of any requests for any changes from this arrangement after the award of a Concession to a successful bidder will be made solely at the discretion of the State.

5. QUALIFICATION OF BIDDERS

A prospective bidder must, at the time its Bid Proposal is submitted, be capable of performing all of the terms and conditions of the ConRac Agreement. Before any prospective bidder shall be entitled to submit a sealed Bid Proposal for a Concession, the State shall be satisfied with each prospective bidder's financial ability, experience, and competence to satisfactorily perform and complete all of the terms and conditions of the ConRac Agreement. At a minimum, a prospective bidder must have at least five (5) years of experience within the past ten (10) years as an owner and operator of a rental car business in the United States, having annual combined gross receipts derived or generated from such business in each qualifying year exceeding ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

If a prospective bidder is a joint venture, each joint venture partner must have the minimum years of experience as an owner and operator of a rental car business in the United States, having gross receipts derived or generated from such business in each qualifying year exceeding \$1,000,000.00.

For the purpose of evaluating a prospective bidder's qualifications, a prospective bidder must submit its fully and properly completed Bid Intent Package (Appendix A and all attachments). The Bid Intent Package may contain any additional information considered pertinent by a prospective bidder with respect to its qualifications, and/or proposed method of Concession operation.

Whenever it appears to the State that a prospective bidder is not fully qualified or able to fully carry out, perform, complete, or satisfy the terms and conditions of the ConRac Agreement, the State shall, after affording the prospective bidder an opportunity to be heard, and if still of the opinion that the prospective bidder is not fully qualified or able to fully carry out, perform, complete, or satisfy the terms and conditions of the ConRac Agreement, refuse to receive or consider any Bid Proposal submitted by such prospective bidder.

All information contained in the questionnaire forms of the Bid Intent Package shall remain confidential as required by Section 102-3, Hawai'i Revised Statutes ("HRS"). Questionnaires submitted by an unsuccessful Respondent shall be returned after the Concession Agreement has been awarded.

6. SUBMISSION OF BIDS

The Bid Proposal Package, including attachments, and instructions to complete them are contained in Appendix B. Each bid is required to be (1) made using the Bid Proposal Package

provided by the State, particularly the bid proposal forms contained herein (Appendix B); (2) properly completed and executed by the prospective bidder, whose signature must be witnessed, acknowledged and notarized in the presence of a notary public; and (3) addressed/submitted to the Director of Transportation (“**Director**”), c/o State of Hawai‘i, Department of Transportation, Airports Division, Property and Business Development Office, Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawai‘i 96819-1880, on or before the deadline date and time set for the submission of bid proposals.

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

"BID PROPOSAL FOR A RENTAL CAR CONCESSION FOR FUTURE
CONSOLIDATED RENTAL CAR FACILITY
AT KAHULUI AIRPORT."

To help ensure confidentiality of each Bid Proposal, each bidder should use the envelope provided by the State at the pre-bid meeting. If a Bid Proposal is to be mailed, the provided envelope should be enclosed within another mailer.

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

- a. The Bid Proposal (Appendix B);
- b. Affidavit of Non-Collusion (Appendix B, Attachment 1);
- c. Bid Deposit or Bid Bond (Appendix B, Attachment 2);

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

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

- a. If it shows any alterations, erasures, or irregularities of any kind or additions not called for;
- b. If it is conditional or incomplete;
- c. If it fails to comply with any of the requisite conditions and/or any of the Disadvantaged Business Enterprise (“**DBE**”) requirements;
- d. If more than one (1) Bid Proposal is received from an individual, corporation, limited liability company, partnership, joint venture, or any other legal entity under the same or different names and more than one (1) Bid Proposal remains in the State's possession at bid opening;

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

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

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

7. MINIMUM ALLOWABLE BIDS

For the first year of the Concession Agreement term, the annual fee payable to the State by a successful bidder shall be the greater of the following:

a. Minimum Annual Guaranteed Fee (“MAG”). The MAG, as offered to the State and set forth in the successful bidder’s Bid Proposal form (Total Bid Proposal, Appendix B, Page B-3) for the first ConRac Agreement year (payment of said MAG shall be made in equal monthly installments, in advance); or

b. Percentage Fee. The sum of ten percent (10%) of a successful bidder’s annual gross receipts generated from, related or attributable to, or connected with the Concession.

The successful bidders shall pay the State the greater of the MAG or ten percent (10%) of gross receipts (the “**Percentage Fee**”) and any other applicable fees and charges. A prospective bidder must submit its Bid Proposal in the form of a MAG for the first ConRac Agreement year of the ten (10) year Concession period. The State will not consider a MAG Bid proposal (except for Small Operators, as defined below) of less than TWO MILLION AND

NO/100s DOLLARS (\$2,000,000.00).

DOTA shall determine whether a prospective bidder shall be designated a “Small Operator” based on the information submitted in such bidder’s Notice of Intention to Bid. For Small Operators the State will not consider a MAG bid proposal of less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00).

For each subsequent ConRac Agreement year, the MAG shall be adjusted by the State to an amount equal to the greater of: (i) eighty-five percent (85%) of the MAG for the prior Agreement year, or (ii) the Percentage Fee paid to the State for the prior Agreement year. However, the MAG shall never be lower than the first ConRac Agreement year’s MAG. The MAG fee for any ConRac Agreement year will be rounded to the nearest whole dollar amount.

8. BID DEPOSITS

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

The bid deposit shall be in the form of legal tender, a surety bond conforming to the requirements of Section 102-6, HRS, or a certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, in a sum equal to that required, payable at sight or unconditionally assigned to the Director.

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

9. LATE SUBMISSIONS

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

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

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

A substitute submittal of the entire Bid Proposal Package, in its entirety, will be accepted by the State so long as a written request to withdraw the previous Bid Proposal Package is received simultaneously with or prior to the substitute Bid Proposal Package and the substitute Bid Proposal Package is received prior to the applicable date and time deadline for submission of the Bid Proposal Packages.

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

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

Those bidders who submit the highest total MAG bids for their pre-designated space tiers for the First ConRac Agreement year ("Total Bid Proposal Dollars" amounts at the bottom of the Total Bid Proposal form, Page B-3 of Appendix B, Bid Proposal Package) offered in their bid proposal to the State will each be recommended, separately and individually, to the Director for an award of a ConRac Agreement.

In the event of a tie between two or more responsible, qualified bidders for a space block in a particular tier, the Director shall select the responsible, qualified bidder to be awarded a ConRac Agreement based on a drawing of lots with the tied qualified bidders conducted by the Director.

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

The award of the ConRac Agreement should be made within thirty (30) calendar days after the bid opening; provided, however, that the award may be delayed for a reasonable additional time period to permit investigation by the State into the completeness, accuracy, and truthfulness of the representations made by a successful bidder to whom a ConRac Agreement is proposed to be awarded. The State reserves the right to reject any and all bids and to re-advertise a call for tenders if the State determines that the rejection of any and all Bid Proposals is warranted and is in the best interest of the State.

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

Failure on the part of a successful Qualified Bidder to execute, notarize, and return the ConRac Agreement (Appendix C) to the State, and to submit to the State an acceptable Concession Bond and an acceptable Performance Bond as required, within ten (10) business days after the successful bidder has received the ConRac Agreement for execution, or within such further time as the Director may allow, in writing, will be just cause for the annulment of the award, and the forfeiture of the successful bidder's Bid Deposit or Bid Bond to the State. If a successful bidder refuses or fails to execute the ConRac Agreement, the State may: (a) award the Concession to the next highest responsible, qualified bidder; or (b) cancel the solicitation and publish another call for tenders.

The required Concession Bond must be in an amount equal to one-fourth (1/4) of the MAG for the first ConRac Agreement year, and shall be maintained in full force and effect by a successful bidder at all times from the commencement date of the ConRac Agreement until no less than ninety (90) calendar days after the expiration or sooner termination of the ConRac Agreement. The surety or sureties on the Concession Bond must be properly licensed and

authorized to do business under the laws of the State of Hawai‘i. Further, the Concession Bond shall be maintained by the successful bidder, at its sole cost and expense, and shall cover a successful bidder’s observance of, compliance with, and full and complete performance and satisfaction of all of the covenants, terms, and conditions of the ConRac Agreement during and throughout the term of the ConRac Agreement; provided, that law suits thereon by the State or anyone else entitled to file so may be commenced in accordance with applicable law.

The required Performance Bond must be in an amount equal to at least three (3) months of the total ground rent for the first year of the ConRac Agreement, and shall be maintained in full force and effect by the successful bidder at all times from the commencement date of the ConRac Agreement until no less than ninety (90) calendar days after the expiration or sooner termination of the ConRac Agreement. The surety or sureties on the Performance Bond must be properly licensed and authorized to do business under the laws of the State of Hawai‘i. Further, the Performance Bond shall be maintained by a successful bidder, at its sole cost and expense, and shall cover a successful bidder’s observance of, compliance with, and full and complete performance and satisfaction of all of the covenants, terms, and conditions of the ConRac Agreement during and throughout the term of the ConRac Agreement; provided, that law suits thereon by the State or anyone else entitled to file so may be commenced in accordance with applicable law.

If the State, in its sole discretion, permits a successful bidder to use a surety or sureties on the Concession Bond and/or the Performance Bond who is/are not properly licensed and authorized to do business under the laws of the State of Hawai‘i, such surety or sureties must meet the requirements of all applicable laws, statutes, rules, and regulations of the State of Hawai‘i, particularly Section 102-12, HRS.

If a Concession Bond is for a period less than the full term of the ConRac Agreement, plus an additional ninety (90) calendar days after the termination or sooner termination of the ConRac Agreement, a successful bidder, at least sixty (60) calendar days prior to the expiration date of the initial Concession Bond, shall submit another bond providing coverage beyond the expiration date of the initial Concession Bond. If the State should receive a notice that the Concession Bond has been or will be canceled, a successful bidder shall provide the State with a replacement bond providing coverage from the effective date and time of the bond cancellation so that there is no period of time wherein a Concession Bond does not cover the ConRac Agreement, as provided for herein. Such a replacement bond must be forwarded to and received by the State at least twenty (20) calendar days prior to the effective date and time of the bond cancellation.

In the event that a replacement bond or another Concession Bond is not received by the State prior to the effective date and time of the bond cancellation or expiration, as stated, the ConRac Agreement shall be deemed in default, regardless of whether or not a notice of breach or default or time to correct a breach or default has been provided to a successful bidder by the State, and the full face value of the bond shall be immediately payable to the State as liquidated damages. A successful bidder shall also be deemed in default and the full face value of the bond shall be immediately payable to the State as liquidated damages if the successful bidder fails to

properly furnish the final, independent, certified public accountant's annual verification report as prescribed by the ConRac Agreement (Appendix C).

If a Performance Bond is for a period less than the full term of the ConRac Agreement, plus an additional ninety (90) calendar days after the termination or sooner termination of the ConRac Agreement, a successful bidder, at least sixty (60) calendar days prior to the expiration date of the initial Performance Bond, shall submit another bond providing coverage beyond the expiration date of the initial Performance Bond. If the State should receive a notice that the Performance Bond has been or will be canceled, the successful bidder shall provide the State with a replacement bond providing coverage from the effective date and time of the bond cancellation so that there is no period of time wherein a Performance Bond does not cover the ConRac Agreement, as provided for herein. Such a replacement bond must be forwarded to and received by the State at least twenty (20) calendar days prior to the effective date and time of the bond cancellation.

In the event that a replacement bond or another Performance Bond is not received by the State prior to the effective date and time of the bond cancellation or expiration, as stated, the ConRac Agreement shall be deemed in default, regardless of whether or not a notice of breach or default or time to correct a breach or default has been provided to the successful bidder by the State, and the full face value of the bond shall be immediately payable to the State as liquidated damages.

Each of the successful bidders shall pay the State an administrative fee in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) in United States currency or certified check, which fee payment shall be delivered to the State, together with the executed and notarized ConRac Agreement (Appendix C), an acceptable Concession Bond and an acceptable Performance Bond.

If a ConRac Agreement is entered into with the State by way of a properly executed and notarized ConRac Agreement, an acceptable Concession Bond, an acceptable Performance Bond, and the required administrative fee payment in the sum of \$1,000.00 and furnished to the State within the required time, the bid deposit will be returned to the successful bidder. The Did Deposits made by unsuccessful bidders will be returned to them after the Concession has been awarded and entered into, or if the Concessions is not awarded or entered into, after the determination of the Director to publish another call for tenders by sealed bids.

12. BASELINE ENVIRONMENTAL AUDIT

The State is procuring various environmental assessments in conjunction with the development of the Facility. Those environmental assessments are referenced in the ConRac Agreement as the Baseline Environmental Assessment and will be included as an exhibit in the final ConRac Agreement document.

13. CONCESSIONAIRE'S PLANS AND OVERALL CONSTRUCTION PROGRAM

A successful bidder will be required to submit to the State its construction plans, as described in the ConRac Agreement, for the State's prior written approval. A successful bidder will further be required to submit to the State the bidder's overall construction program, as described in the ConRac Agreement, for the State's prior written approval.

14. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PARTICIPATION IN PROCUREMENT OF GOODS AND SERVICES

During the term of the ConRac Agreement, if a successful bidder is not a certified DBE but procures, purchases, or enters into contracts with certified DBEs for the acquisition of goods and services relating to a successful bidder's operation and/or maintenance of a Concession at the Airport, the value or consideration paid for such goods and services must be reported to the State.

15. FUTURE CONCESSIONS

While the State makes no guarantees regarding possible future actions, interested bidders should be aware that the State's Airports Division contemplates and reserves the right to establish other concessions at the Airport which may result in incidental overlap or provision of services similar to those provided by a successful bidder.

16. TAXES

Each successful bidder shall pay: (1) all applicable taxes levied by the United States Government and the State of Hawai'i based on "gross receipts" as defined in Appendix C (ConRac Agreement) of the Concession; and (2) real property taxes, if any, levied by the and County of Maui for the premises at the Facility under the successful bidder's control during the applicable ConRac Agreement term.

17. GENERAL INFORMATION

Attachment 1 to the Instructions to Bidders (Attachment 1 to IB) provides information regarding past passenger activity at the Airport for the years, 2000 to 2012. Attachment 2 to the Instructions to Bidders (Attachment 2 to IB) provides the reported gross receipts for the combined car rental concessions at the Airport from 2005 through June 2012.

Attachments 1 and 2 to IB are for the general information of prospective bidders only and will not form any part of the ConRac Agreement. The State does not guarantee nor warrant the correctness of the information contained in said attachments or any information regarding passenger activity and gross receipts which may be found in any other document pertaining to a

Concession, including any submittals which may be made to the Board of Land and Natural Resources, State of Hawai‘i.

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

Although prospective Bidders should acquaint themselves with passenger, visitor, Airport user, and customer traffic patterns and conditions existing at the Airport, such patterns or conditions are always subject to change, adjustment, or alteration, and therefore, cannot be considered permanent. A successful bidder will not be provided compensation nor allowed any adjustments to the annual or total guaranteed fee owed to the State over the ten (10)-year term of the ConRac Agreement should future passenger traffic levels affect the Concession, unless otherwise provided in the ConRac Agreement or by State law.

The State is responsible for providing convenient and efficient operation and functioning of its Airport facilities and in so doing will seek to provide convenient and practical routing of passengers and Airport users. Changes, adjustments, or alterations to the routing of passengers and Airport users will be made at the discretion of the State and will not provide the basis for any compensation, rebate, or fee adjustment to the successful bidder if potential customer access to the Facility is altered or reduced.

18. OTHER REQUIREMENTS

Each prospective bidder should carefully examine the Concession Bid Documents and judge for itself all the circumstances and conditions affecting its bid proposal. Failure on the part of any Respondent to make such examination and/or to investigate thoroughly shall not be grounds for any claim that the prospective bidder did not understand the conditions of its bid proposal. A prospective bidder shall have the burden to notify the Director, in writing, of any ambiguity, inconsistency, error, defect in content, or conflict in the Concession bid documents at least twenty four (24) hours prior to the deadline date and time scheduled for the submission of the Notice of Intention to Bid. Failure to so notify the Director, in writing, shall be deemed to be a waiver of that prospective bidder’s right to claim an ambiguity, inconsistency, error, defect in content, or conflict in the Concession bid documents.

19. ATTACHMENTS

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

20. APPENDICES

A. Bid Intent Package

Notice of Intention to Bid

Appendix A, Attachment 1 (Qualification Questionnaire)

Appendix A, Attachment 2 (Tax Clearance Certificates)

B. Bid Proposal Package

Bid Proposal

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

Appendix B, Attachment 2 (Bid Bond)

C. ConRac Agreement and Index

Appendix C, Attachment 1 (Exhibit A through B)

Appendix C, Attachment 2 (Tenant Improvement Guidelines)

Appendix C, Attachment 3 (Environmental Preservation Guidelines)

Appendix C, Attachment 4 (Development Standards for Leased Airport Property)

Appendix C, Attachment 5 (Department of Transportation Assignment of Lease
Evaluation Policy)

Appendix C, Attachment 6 (Department of Transportation Sublease Evaluation Policy)

Appendix C, Attachment 7 (Construction Performance Bond; Payment Bond)

Appendix C, Attachment 8 (Concessionaire's Listing of Hazardous Substances)

Appendix C, Attachment 9 (Concessionaire's Listing of Environmental Permits)

D. Concession Bond

E. Performance Bond

ATTACHMENT 1 TO IB
HISTORY OF PASSENGER TRAFFIC

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

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

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

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

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

KAHULUI AIRPORT
INTER-ISLAND/OVERSEAS PASSENGERS
(DEPLANEMENTS)

<u>YEAR</u>	<u>INTER-ISLAND</u>	<u>DOMESTIC OVERSEAS</u>	<u>TOTAL</u>
2002	1,591,870	1,138,446	2,730,316
2003	1,414,088	1,282,431	2,696,519
2004	1,360,401	1,385,655	2,746,056
2005	1,372,828	1,570,159	2,942,987
2006	1,468,422	1,381,122	2,849,544
2007	1,638,212	1,627,180	3,265,392
2008	1,373,026	1,363,813	2,736,839
2009	1,322,865	1,275,975	2,598,840
2010	1,228,489	1,449,880	2,678,369
2011	1,211,869	1,536,431	2,748,300
2012	1,350,847	1,618,644	2,969,491

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

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

ATTACHMENT 2 TO IB

HISTORY OF GROSS RECEIPTS
RENTAL CAR CONCESSIONS
KAHULUI AIRPORT

Year	Alamo	Avis	Budget	Dollar	Enterprise	Hertz	National	Thrifty
2004	\$38,473,049	\$418,823,394	\$21,818,698	\$35,021,513	\$3,237,163	\$30,461,158	\$11,038,532	\$8,274,891
2005	\$39,533,459	\$19,796,269	\$21,451,223	\$31,818,613	\$2,668,300	\$33,364,743	\$10,484,151	\$9,178,550
2006	\$40,742,078	\$20,956,377	\$23,582,207	\$29,950,346	\$3,744,444	\$37,004,486	\$12,201,522	\$12,860,023
2007	\$38,849,034	\$20,551,530	\$22,595,768	\$29,191,025	\$4,796,021	\$35,578,363	\$11,121,895	\$13,510,006
2008	\$33,797,574	\$18,560,553	\$20,965,447	\$23,445,617	\$4,377,761	\$30,400,331	\$ 9,424,861	\$ 9,893,783
2009	\$35,100,297	\$17,411,940	\$21,537,744	\$22,110,660	\$9,322,111	\$34,246,859	\$ 8,612,590	\$14,964,956
2010	\$38,578,259	\$16,281,717	\$20,936,019	\$24,479,088	\$16,623,998	\$38,204,848	\$11,040,863	\$13,149,653
2011	\$37,188,042	\$18,338,308	\$24,053,574	\$25,215,122	\$18,337,788	\$37,533,500	\$ 9,322,871	\$13,795,065
2012	\$38,627,585	\$22,102,046	\$28,302,175	\$29,276,429	\$19,757,373	\$42,655,718	\$10,723,521	\$17,928,689

Bidders are advised that the foregoing information pertaining to gross receipts from the operation of the Rental Car Concessions at the Airport in prior years are representations of past trends or historical activity levels based on the best information available to the State's Airports Division, and are not necessarily indicative of future trends or activity levels.

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

QUESTION SUBMITTAL FORM, PRE-BID QUESTIONS

[illegible]

ATTACHMENT 3 TO IB
QUESTION SUBMITTAL FORM

APPENDIX A

BID INTENT PACKAGE

NON-EXCLUSIVE RENTAL CAR CONCESSION
FOR FUTURE CONSOLIDATED RENTAL CAR FACILITY
KAHULUI AIRPORT
KAHULUI, ISLAND OF MAUI
STATE OF HAWAII

Name of Bidder (Print) _____

Mailing and Business Address _____

APPENDIX A

NOTICE OF INTENTION TO BID

Date: _____

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

Dear Sir:

You are hereby notified that it is the intent of the undersigned to bid on the non-exclusive rental car concessions for the future consolidated rental car facility at Kahului Airport, Island of Maui, State of Hawai'i, doing business under the following brand/trade names:

Respondent warrants and represents that the above-listed brand/trade names are 100% owned or controlled by the Respondent, or be licensed to the Respondent for its use. Respondent understands and agrees that if awarded a concession it will be prohibited from operating at the Airport under any brand or trade name(s) other than those brand or trade name(s) listed above.

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

Very truly yours,

(Name of Firm or Individual)

By_____
(Signature)

Title:_____

(Address)

(City, State, Zip Code)

(Telephone No.)

APPENDIX A, ATTACHMENT 1

QUALIFICATION QUESTIONNAIRE

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

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

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

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

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

4. Provide the Federal Identification Number (Federal I.D. No.) and State of Hawai'i, Department of Taxation Gross Excise Tax (G.E.T.) license Number for taxation purposes:

Federal I.D. No.: _____
Hawai'i Gross Excise Tax License No.: _____

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

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

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

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

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

- B. Date of Organization: _____
- C. Indicate whether a General or Limited Partnership (if applicable): _____
- D. Where Established or Recorded _____
- | | | | |
|--|--------|-------|------|
| | County | State | Date |
|--|--------|-------|------|
- E. Registered in Hawai'i: Yes / No
If yes, as of what date: _____

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

- A. When incorporated/formed _____
- B. In what state/country _____
- C. Authorized to do business in Hawai'i? Yes/No. If yes, as of what date? _____
- D. How is the corporation held: Publicly() Privately (); If publicly held, list how and where the corporation's stock is traded: _____
- _____

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

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

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

Name	Address	Amount of Stock or Membership Interest	% of Total

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

Name	Address	Amount of Stock or Membership Interest	% of Total

Total Capitalization: \$_____

Amount of capital stock or membership interests subscribed: \$_____

Amount paid-in: \$_____

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

Yes_____ No_____

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

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

Yes_____ No_____

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

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

- K. If the bidder is or under a parent company or is a subsidiary within a larger corporate structure or a sub-entity of a larger organization, provide an organization chart showing bidder's position in the organization.
7. If the bidder is a joint venture, provide all applicable information in response to all questions in the preceding Items 5. and 6. for each joint venture member.
8. Summary of Experience. To complete this Qualification Questionnaire, each bidder must submit a narrative response that describes in detail how the bidder meets the minimum qualification requirements. Please follow the same format set forth below for your response. The following information must be included:
- A. Rental car business experience
- (1) Names, nature. For the required minimum five (5) of the past ten (10) years, the names and addresses of rental car business locations or facilities owned or managed by the bidder, together with a brief description of the nature and scope of such business(es), including, without limitation, the location and type of business (airport, transportation center, hotel concession, harbor port or other complex). If the experience is attributable to an entity other than the bidder, explain in detail how that experience qualifies the bidder to perform this Concession Agreement and meet the minimum qualification requirement.
- (2) Period of operation. Number of years (including dates of operation) the bidder has owned or managed said business(es) and the nature of the bidder's relationship (how owned or operated) to the business(es).
- (3) Hawai'i experience, transactions. If, at any time in the past ten (10) years, the bidder has owned or managed rental car business(es) in the State of Hawai'i, identify 1) each location owned or managed, 2) the time period during which each location was owned or managed, 3) the brand or brands at each location, 3) the annual number car rental transactions at each location operated and for each brand at the location, and 4) the annual gross receipts, identified by calendar year, for each brand at each location.
- B. Gross receipts. Gross receipts derived or generated from the bidder's rental car operation at each rental car location or facility for each of the qualifying years of experience cited above. For each of the qualifying years for said business(es), each bidder must attach evidence of such gross receipts by way of the Audited Statement of Revenues of the bidder named in this Qualification Questionnaire prepared by a licensed independent certified public accountant (except unaudited

Statement of Revenues may be submitted for the bidder's current operating year) for each of the qualifying years for said business(es).

- C. Ownership/management experience. Each bidder must provide evidence of ownership or management experience for each of the qualifying years, which evidence must be reasonably satisfactory to the State. Without limiting the generality of the foregoing, each bidder must submit the following items:
- (1) Organizational documents. Organizational documents, such as joint venture/partnership agreement, corporate articles/bylaws, and share certificates.
 - (2) Audited financial statements. A complete set of the entire audited financial statements (independent auditor's report, balance sheet, statement of revenues, expenses and changes to retained earnings, statement of cash flows, notes to the financial statements and all supplementary information) (hereafter collectively the “**Audited Financial Statements**”) of the bidder named in this Qualification Questionnaire for the most recent three (3) calendar years or fiscal years of operation. The Audited Financial Statements must be prepared and certified by a licensed independent certified public accountant. The Audited Financial Statements may not be prepared or submitted to the State in a condensed or similar summary basis. For example, the submission of a condensed statement of assets, liabilities and partner’s capital (regardless of whether the same was submitted as part of a federal or state tax return filing) will not be sufficient to satisfy the bidder’s obligation herein to submit Audited Financial Statements.
 - (a) Individual. If the bidder is an individual, submit audited personal financial statements (net worth) in accordance with this paragraph 8.C.2.
 - (b) Bidder recently formed.
 - 1) Bidder itself. If the bidder is a corporation, limited liability company, partnership or joint venture that was formed within the last three (3) years, the bidder must submit Audited Financial Statements as noted in the preceding paragraph 8.C.2 (Audited financial statements), for each year that the corporation, limited liability company, partnership or joint venture existed; and

- 2) Interest holders. The Audited Financial Statements, as required pursuant to paragraph 8.C.2 (Audited financial statements), for the following, prior to the formation of the corporation, limited liability company, partnership or joint venture, respectively, to assure that a minimum of three (3) consecutive years of Audited Financial Statements are submitted for the bidder:
- a) For each principal stockholder if the bidder is a corporation (a principal stockholder is defined as a stockholder who holds 10% or more of the outstanding stock of the corporation);
 - b) For each principal member if the bidder is a limited liability company (a principal member is defined as a member who holds 10% or more of the outstanding membership interests in a limited liability company);
 - c) For each general partner, managing partner, and partner having or holding a 10% or more interest in the partnership, if the bidder is a partnership; or
 - d) For each member if the bidder is a joint venture.
- D. Prior name. State if the bidder has ever operated under another name and/or ownership structure and if so, identify all such names and describe the ownership structures.
- E. DBE experience. Describe experience in working with Disadvantaged Business Enterprises (“**DBEs**”). List concession operations, contracts, locations, dates, names of the DBEs, and nature and scope of work performed. Describe the bidder’s working relationships with the DBEs, including the responsibilities of the bidder.
- F. Landlords. Give names, addresses and telephone numbers of landlords and property managers for all operations listed above.
9. References.
- A. Non-affiliated businesses. Attach reference letters from at least three non-affiliated business references.

- B. Prior landlords. Attach reference letters from at least three previous landlords.
 - C. Bidder's management experience. Contents of the reference letters in paragraphs 9.A and 9.B herein shall include information directly related to the bidder's management or ownership experience in rental car businesses.
 - D. Banks. Attach credit reference letters from at least two (2) banks or other financial institutions with which the bidder regularly does business.
- 10. Concession plans. Explain the bidder's plans for the operation of this Concession covering business philosophy, customer service program, hours of operation, daily controls and sales program.
 - 11. Preliminary drawings. Submit a set of preliminary drawings, plans and/or cross-sections to show schematic and conceptual plans and ideas for improvements which the bidder anticipates or intends to construct for the fit-out of the spaces which are assigned under the ConRac Agreement.
 - 12. Other information. List and provide any other information the bidder may consider pertinent.
 - 13. Affirmative Statement of Accuracy. The undersigned bidder represents and warrants to the State as follows: (a) the undersigned person(s) are duly authorized representatives of the bidder and (b) all information submitted by the bidder in this Bid Intent Package is complete, accurate and truthful.

NAME OF BIDDER: _____

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

By _____ Title _____ Date _____

Print Name

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

Notary Public, _____

State of _____

My Commission Expires: _____

APPENDIX A, ATTACHMENT 2

TAX CLEARANCE CERTIFICATES

The State of Hawai‘i, Department of Taxation Tax Clearance Application (Form A-6, Rev. 2012), which may be downloaded, along with instructions for filing the form, from the State of Hawai‘i Department of Taxation web site at http://www6.hawaii.gov/tax/a1_1alphalist.htm must be completed by each bidder and submitted to the Hawai‘i Department of Taxation for verification that all applicable State taxes and Federal income taxes of the bidding entity and all affiliated entities have been paid to the State of Hawai‘i and the U.S. Government, respectively. "Affiliated entities" is defined as any entity having more than fifty percent (50%) interest in the bidding entity; any company more than fifty percent (50%) owned by a company having more than fifty percent (50%) interest in the bidding entity; and any entity in which the bidding entity has more than fifty percent (50%) interest. Each bidder shall be responsible for obtaining Tax Clearance Certificates from the Hawai‘i Department of Taxation for itself and all affiliated entities.

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

Further, each bidder shall also apply for, obtain and submit a tax clearance certificate issued by each of the county governments within the State of Hawai‘i, which certificate shall verify that all real property taxes, special assessments or other obligations of the bidder have been paid to the respective county.

All tax clearance certificates must be submitted with the bidder's completed Bid Intent Package, including the Notice of Intention to Bid (Appendix A) and must be dated within one (1) month of the submission date for the bidder's Bid Intent Package.

APPENDIX B

BID PROPOSAL PACKAGE

AGREEMENT FOR A

RENTAL CAR CONCESSION

FOR THE FUTURE CONSOLIDATED RENTAL CAR FACILITY

AT

KAHULUI AIRPORT

KAHULUI, ISLAND OF MAUI

STATE OF HAWAII

Name of Bidder (Print) _____

Mailing and Business Address _____

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

Dear Sir:

The undersigned, as bidder, declares that it has carefully examined all of the Concession bid documents, including the form of Consolidated Rental Car Facility Concession Agreement and Facility Lease ("**ConRac Agreement**") (Appendix C) with respect to a rental car concession ("**Concession**") for the future consolidated rental car facility ("**Facility**") at Kahului Airport ("**Airport**"), Kahului, Island of Maui, State of Hawai'i.

The undersigned understands and agrees that:

1. The attached Total Bid Proposal form (Appendix B, Page B-3) is to be used to value my bid proposal for the above-referenced concession. The "Total Bid Proposal Dollars" amount at the bottom of the Total Bid Proposal form (Page B-3 of Appendix B, Bid Proposal Package) is the minimum annual guaranteed fee offered to the State of Hawai'i, Department of Transportation ("**State**") for the first year of the ConRac Agreement.
2. The minimum annual guaranteed fee for the first year of the ConRac Agreement must be entered on the Total Bid Proposal form (Appendix B, Page B-3), and written in words under the first column labeled, "Minimum Annual Guaranteed ("MAG") Fee (Written in Words)". The corresponding minimum annual guaranteed fee dollar amount for the first year of the ConRac Agreement is then written in numerals in the second column of the Total Bid Proposal form which is labeled, "MAG Fee (in Numerals)".
3. Those responsible and qualified bidders who submit the highest total minimum guaranteed fee bid proposals for their respective pre-designated space package tiers (amount at the bottom of the Total Bid Proposal form, Page B-3, Appendix B, Bid Proposal Package) offered in their bid proposal to the State will each be recommended, separately and individually, to the State's Director of Transportation ("**Director**") for an award of a Concession.
4. In the event of a tie between two or more responsible and qualified bidders for a space package in a particular tier, the Director shall select the responsible and qualified bidder to be awarded a Concession based on a drawing of lots with the tied responsible and qualified bidders conducted by the Director.

The bidder further understands and agrees that:

1. In case of discrepancies between the words and numerals on the Total Bid Proposal form (Appendix B, Page B-3), the words will govern and therefore, the State shall make appropriate corrections to the minimum annual guaranteed fee dollar amount column before any final comparing of bid proposals.
2. The Director has the right to reject any and all bid proposals for a Concession, and to waive any defects when, in the Director's opinion, such rejection or waiver will be in the best interest of the State.
3. If a bidder's bid proposal is accepted by the State and the Director subsequently awards a Concession to the bidder, as one of the responsible, qualified and successful bidders, the bidder shall:
 - (a) execute the ConRac Agreement (Appendix C) in the form provided by the State;
 - (b) have the signature(s) on the ConRac Agreement acknowledged and notarized by a notary public;
 - (c) return the executed and notarized ConRac Agreement (Appendix C) to the State;
 - (d) submit a good, acceptable and sufficient Performance Bond with the State, as required and described in the Instructions to Bidders and the ConRac Agreement; and
 - (e) observe, comply with, fulfill, and satisfy all of the covenants, terms, and conditions of the ConRac Agreement.

TOTAL BID PROPOSAL

MINIMUM ANNUAL GUARANTEED ("MAG") FEE
(Written in Words) _____

MAG FEE
(in Numerals) _____

First (1st) Agreement Year

_____ DOLLARS

\$ _____

TOTAL BID PROPOSAL DOLLARS:

\$ _____

(NOTE: THE MINIMUM ANNUAL GUARANTEED ("MAG") FEE FOR ANY CONCESSION AGREEMENT YEAR SHOULD BE ROUNDED TO THE NEAREST WHOLE DOLLAR AMOUNT. THE MAG FEE FOR THE FIRST AGREEMENT YEAR SHALL NOT BE LESS THAN TWO MILLION AND NO/100 DOLLARS, UNLESS THE BIDDER HAS BEEN DESIGNATED BY THE DIRECTOR AS A SMALL OPERATOR, IN WHICH CASE THE MAG FEE FOR THE FIRST AGREEMENT YEAR SHALL NOT BE LESS THAN ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). THE MAG FEE FOR THE SECOND AND EACH SUBSEQUENT AGREEMENT YEAR SHALL BE EIGHTY-FIVE PERCENT (85%) OF GROSS REVENUES FEE PAYABLE TO THE STATE FOR THE PRIOR AGREEMENT YEAR, BUT IN NO EVENT LESS THAN THE MAG FEE FOR THE FIRST AGREEMENT YEAR.

As part of this bid proposal, the bidder submits herewith the following items:

1. Affidavit of Non-Collusion (Appendix B, Attachment 1).
2. Bid Deposit, referred to in Section 8 of the "Instructions to Bidders," or Bid Bond (Appendix B, Attachment 2).

DATED at _____, this _____ day of _____, 2013.

Bidder

By _____
Its

By _____
Its

- NOTE:
1. Each signature must be acknowledged and notarized accordingly by a notary public on the form (Page B-5) attached hereto.
 2. Attach a separate sheet or sheets evidencing the authority of the person or persons signing this bid proposal to execute the bid proposal for and on behalf of the bidder, including acknowledgment of each signature by a notary public. This may be in the form of a resolution or minutes of the corporation, pertinent extract of the corporation by-laws duly certified by the secretary of the corporation, a valid power of attorney duly recorded with the Bureau of Conveyances, State of Hawai‘i, etc. The State reserves the right, in its sole discretion, to require that the bidder submit updated information or documentation to evidence the authority of the person or persons executing this bid proposal for and on behalf of the bidder.

STATE OF _____)
) SS
COUNTY OF _____)

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

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

Doc. Description: _____
No. of Pages: _____

Notary signature

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

Doc. Description: _____
No. of Pages: _____

Notary Signature

My Commission Expires: _____

APPENDIX B, ATTACHMENT 1

AFFIDAVIT OF NON-COLLUSION

STATE OF _____)

COUNTY OF _____)

_____ being first duly
sworn deposes and says:

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

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

Further Affiant sayeth not.

DATED at: _____

_____, 20__.

By (sign) _____

(Print) _____

Title _____

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

Print Name: _____
Notary Public, _____
State of _____

My Commission Expires: _____

APPENDIX B, ATTACHMENT 2

BID BOND

Bond No. _____

(This Bid Bond, fully executed, may be filed as a bid deposit in lieu of the deposit of legal tender, or certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official check drawn by, or a certified check accepted by, a bank, savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration required by Section 102-6, Hawai'i Revised Statutes.)

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

WHEREAS, the Principal has submitted the accompanying bid proposal, dated _____, 20__, for a Consolidated Rental Car Facility Concession Agreement and Facility Lease ("**ConRac Agreement**") with said Obligee to operate and maintain a rental car concession at the future consolidated rental car facility at Kahului Airport.

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

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

(Principal)

By _____
Its

(Surety)

By _____
Its Attorney-in-Fact

(Acknowledgments)

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

I. PROJECT SCOPE

The Consolidated Rental Car Facility ("Facility" or "Project") key components are:

1. Customer Service Area ("CSA"): Approximately 20,000 square feet of conditioned space (including Back Office Space) located on Level 2 of the Facility.
2. Ready/return area: Approximately 759,000 square feet of covered space for ready/return vehicle use (approximately equivalent to 1,796 vehicle parking spaces per level) on Levels 1 and 2 of the Facility.
3. Overflow vehicle storage: Approximately 1,000 spaces in the basement level of the facility.
4. Quick-turnaround area ("QTA"): Two-level structure adjoining the ready/return area. Direct access between QTA structure and ready/return levels of the Facility. Common-use fuel distribution and storage system.
5. Common use transportation system (trolley system)

II. CONCESSION AWARD PROCESS

1. State of Hawaii, Department of Transportation, Airports Division (DOTA) issues a public Notice to Bidders of intent to bid ("ITB") to solicit for rental car companies ("RACs") interested in bidding for a concession agreement including the right to operate in the new Facility. Interested RACs submit their qualifications in response to the ITB. DOTA evaluates qualifications and then invites qualified respondents ("Qualified Respondents") to submit minimum annual guarantee ("MAG") bids to operate in the Facility.
2. ITB document contains all the business terms, including this Business Terms Sheet.
3. Only Qualified Respondents can thereafter submit a MAG bid. The MAG bid will determine the order of selection of location of a RAC's exclusive-use areas in the Facility.
4. Successful bidders will enter into a Consolidated Rental Car Concession Agreement and Facility Lease ("ConRac Agreement") with DOTA. Simultaneously, DOTA will be publishing a Notice to Bidders of intent to bid for rental car concessions for the Honolulu International Airport consolidated rental car facility. DOTA reserves the right to subsequently combine a RAC's Honolulu ConRac Agreement and Kahului ConRac Agreement into a single document.

III. NOTICE OF INTENT TO BID SPECIFICATIONS

1. No limit on number of concessions that can be awarded to those Qualified Respondents that submit a bid.
2. A multi-branded bid by a single bidder is permitted but not required. A successful bidder is limited to operation of only those brands previously listed in its response to the ITB.
3. In no event will a Qualified Respondent be awarded more than one (1) concession.
4. Bid item is the MAG for the 1st year of occupancy of the Facility.
5. The minimum acceptable MAG bid (except for Small Operators, as defined below) is \$2,000,000. The minimum acceptable MAG bid for a Small Operator is \$100,000.
6. Order of selection of pre-determined "space packages" will be based upon MAG bid (from highest to lowest). Space packages will be sized by DOTA taking into consideration to the fullest extent possible, the number, historic gross revenue and rental car transactions at the Airport of the Qualified Respondents, as well as operational and physical efficiencies in the Facility design and Facility operation. Each space package consists of: (a) rental counters, office and queuing

space in the CSA; (b) use of the ready/return area in the Facility; (c) use of the QTA in the QTA structure, which includes vehicle stacking spaces, fueling positions, vehicle light maintenance bays, and vehicle wash bays, and (d) a pro-rata share (based upon bid share) of overflow vehicle storage spaces on Level 3 of the Facility.

7. Small Operator Concessions: "Small Operators" are those Qualified Respondents as determined and designated as such by the DOTA. There is a designated Small Operator ready/return area within the Facility's ready/return area within which the number and location of each successful Small Operator's ready/return spaces will be assigned by DOTA in accordance with their MAG Bids (from highest to lowest). The minimum initial allocation for each Small Operator is ten (10) ready/return spaces. Small Operators will be required to share fueling nozzle positions, and wash bays and maintenance bays. Each Small Operator will be allocated between two (2) and three (3) counter positions and adjoining back office area in the CSA. The number of counter positions allocated to each Small Operator will be determined by the DOTA depending upon the number of successful Small Operator bids and the relative sizes of those Small Operators.
8. Customer Facility Charge ("CFC"): All successful bidders that are current on-airport concessionaires at the Airport will continue to collect the CFC. A successful bidder that does not currently have an on-airport concession agreement at the Airport will be required to commence collection of the CFC from its Airport customers upon execution of its ConRac Agreement.
9. Off-airport RACs: Off-airport RACs, or their designees, will be permitted pick up and drop off their customers only at the Facility and not at the passenger terminals or any other location at the Airport. With the exception of Facility-specific expenses and the CFC rate, DOTA intends to request that the State of Hawaii legislature give it the authority to implement substantially the same concession terms for off-airport companies as for the on-airport concessionaires. Off-airport companies will be provided a ring-down telephone at the CSA.

III. CONCESSION AND FACILITY LEASE TERMS

1. Concession Fee: The greater of each concessionaire's MAG or ten percent (10%) of concessionaire's annual gross revenues. At the end of each agreement year, there will be an annual reconciliation for underpayment/overpayment.
2. Definition of gross revenues: All-inclusive. Very limited exclusions. All rentals occurring at the Facility are concessionable, regardless of the residency of the renter.
3. Concession Fee Pass-Thru: Permitted. Capped at 11.11%.
4. MAG: MAG for the first agreement year will be the MAG bid for the first year of the ConRac Agreement. MAG for the second year and each subsequent year will be 85% of concessionaire's concession fees payable for the prior agreement year, but never less than the MAG for the first agreement year.
5. Multi-branding: Concessionaire must operate only under the brand or trade names it identified in its ITB. A concessionaire will not be permitted to change its election without the DOTA's prior written consent.
6. Term: Ten (10) years. Co-terminus with the term of the financing for the development of the Facility. DOTA has the right, at any time, to replace concessionaires that leave the Facility for any reason. DOTA has the right to re-bid all concessions at the end of the tenth (10th) year of the Agreement, and every ten (10) years thereafter.
7. It is DOTA's intention to re-allocate space (including the Small Operator space) periodically during the term of the ConRac Agreement based upon the following criteria:

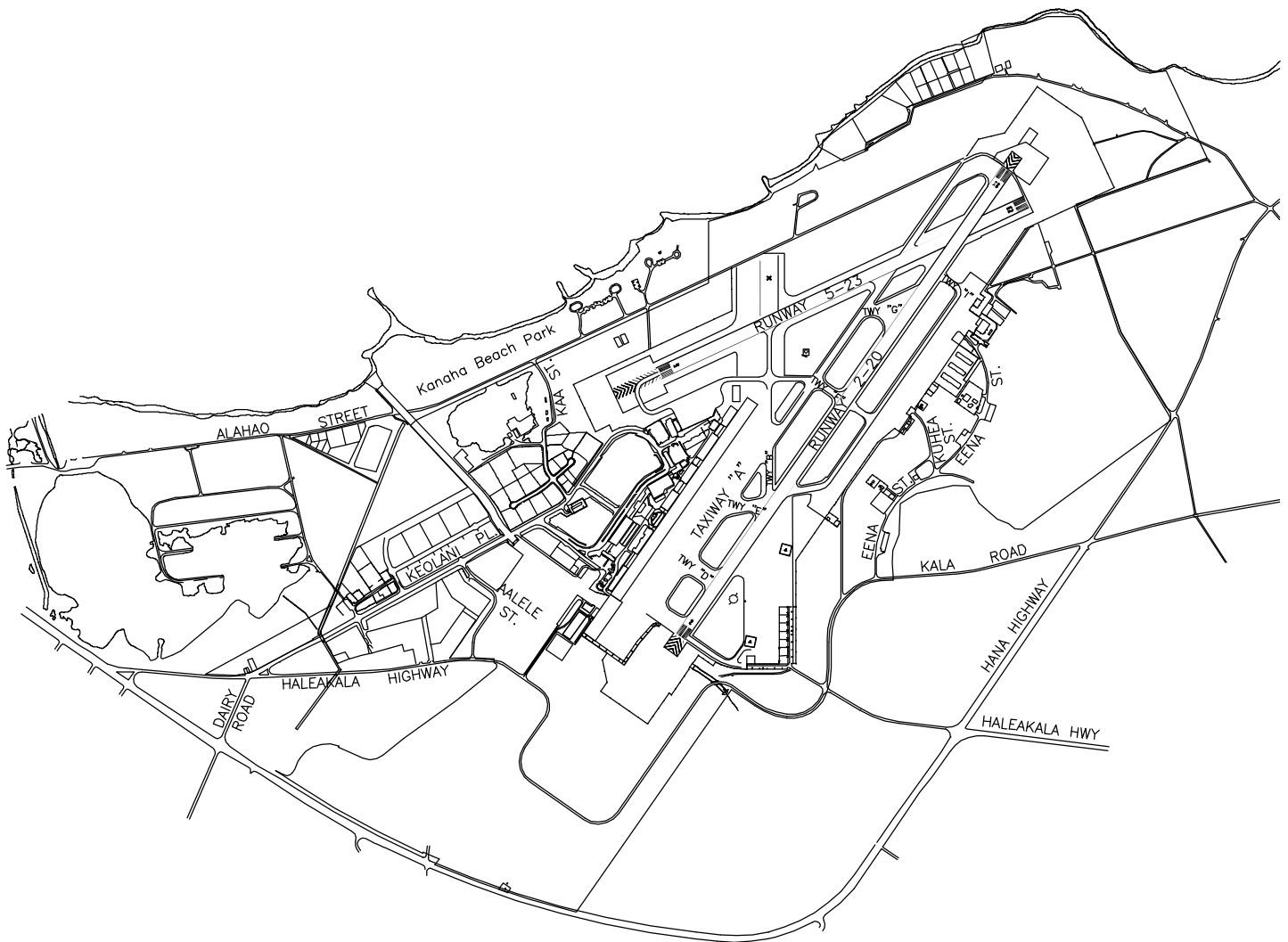
- a. Re-allocation of space may occur at predetermined intervals during the term.
- b. Occurs only if there is a significant change, in DOTA's sole discretion, (for example in number of transactions, or in market share) in operating requirements of one or more of the concessionaires
- c. Involves only ready/return areas, fueling positions; wash/maintenance bays, stacking and staging space in the QTA areas
- d. Initial sizes of counter/office areas in the CSA will not change, however affected concessionaires may be required to change location.

In all instances, each Concessionaire shall be responsible for its own costs of reconfiguring/relocating its space as a result of any re-allocation. DOTA reserves the right to ensure that any periodic reallocation does not impact the overall operating functionality of the Facility.

- 8. Security Deposit: Irrevocable letter of credit equal to three (3) month's MAG plus three (3) months' of concessionaire's portion of Ground Rent (defined below), as adjusted from time to time.
- 9. Project Funding: DOTA has the right to determine the Project financing and financing structure and change it from time to time, in its sole discretion.
- 10. CFC-Eligible Costs: DOTA intends to apply CFC revenues, to the extent they are available from time to time, to CFC-eligible costs in the following manner: First, toward payment of debt service (including all financing costs, and all required deposits into funds established by the CFC bonds indenture) and the DOTA's costs related to the design, and construction of the Facility; Second, toward the common use transportation (busing or trolley system) operating and maintenance costs, including the capital cost of acquisition of buses or the trolley system; and Third, toward the costs of operation and maintenance of the Facility.
- 11. Facility Rent: Concessionaires will be obligated to pay an annual facility rent ("Facility Rent"). The annual Facility Rent will be equal to annual debt service (including all financing costs, and all required deposits into funds established by the CFC bonds indenture) plus annual Facility operating and maintenance costs and annual common use transportation (busing or trolley) costs, less total annual CFC collections. The Facility Rent will be apportioned among the concessionaires according to the amount of exclusive-use rental car space allocated to each concessionaire as a percentage of the total exclusive-use rental car space in the Facility. The Facility Rent for each agreement year will be calculated by DOTA in advance and will be payable by each concessionaire monthly in advance without set-off. Provided however, DOTA may recalculate Facility Rent as and when needed to pay debt service (including all financing costs, and all required deposits into funds established by the CFC bonds indenture) plus annual Facility operating and maintenance costs, plus annual common use transportation (busing or trolley) costs. In the event available annual CFC collections are insufficient to pay the costs included in the calculation of an annual Facility Rent, concessionaires are obligated to pay DOTA the shortfall as additional Facility Rent. At the end of each agreement year, there will be an annual reconciliation for underpayment/overpayment of Facility Rent and contingent rent if applicable, which may result in a credit (or debit) to concessionaire. In the event of an early discharge of the debt service, there are provisions for alternate determinations for Facility Rent.
- 12. Tenant Improvements: Each concessionaire is required to provide any capital funds necessary to construct its exclusive use improvements not included in the Project scope.
- 13. "Ground Rent": Concessionaire will be obligated to pay DOTA the concessionaire's pro-rata share of ground rent on a per-square-foot basis for the footprint of the Facility. Ground rent is

allocated among the concessionaires according to the amount of exclusive-use space allocated to each concessionaire as a percentage of the total exclusive-use rental car space in the Facility. The ground rental rate is established for the first five (5) years of the ConRac Agreement by DOTA. The ground rent rate will be adjusted annually based upon the change in the Consumer Price Index ("CPI") compared to the previous year's CPI. Every five (5) years, the land will be re-appraised by the DOTA and the ground rental rate adjusted accordingly. In no event will the ground rental rate decrease compared to the rate in effect for any prior year.

14. Taxes: Each concessionaire is responsible for all federal, state or local taxes that may be imposed upon concessionaire's premises as a consequence of its operations at the Airport and Concessionaire's rental car operations at the Airport.
15. Common Use Transportation: Concessionaires, or a third party operator contracted by the concessionaires, will operate and maintain the common use transportation (busing or trolley) system to transport rental car customers to and from the passenger terminals and the Facility. In no event will DOTA permit individual on- or off-airport rental car companies or their designees to pick up and drop off rental car customers at any other location at the Airport.
16. Facility Operation and Maintenance: Concessionaires are responsible for managing and operating their exclusive-use and shared-use components of the Facility. Concessionaires, or a third party hired by the Concessionaires, shall manage, maintain and repair the Facility including shared-use and common-use components of the Facility in accordance with DOTA standards. Concessionaires will be required to form a consortium to hire a third party, reasonably acceptable to the DOTA, to operate and maintain the QTA and the fueling system, in accordance with DOTA standards. Any new entrant concessionaires and replacement concessionaires will be required to become members of the consortium. Fueling system operating, maintenance and repair costs will be allocated among all concessionaires according to a formula developed by their consortium and approved by the DOTA.
17. Vehicle Maintenance and Storage: The incumbent rental car concessionaires have leases with DOTA for their baseyard facilities at the Airport, which leases expire May 31, 2019. Those leases will remain in effect on the same terms and conditions for those lessees who are successful bidders. Separately from this Project, the Deputy Director for the DOTA may negotiate and execute lease agreements with any other successful bidders for other available land for development of their vehicle maintenance and overflow vehicle storage facilities and administrative offices.
18. Concessionaires are required to comply with all State of Hawaii contracting requirements and policies, rules and regulations, which may include, but not be limited to the State of Hawaii's and DOTA's Airport Concession Disadvantaged Business Enterprise Policy, Prevailing Wage, and Employee Retention policies.



SCALE: 1" = 2000'

DATE : JUNE 2013

EXHIBIT: **A**



Airports Division

AIRPORT

KAHULUI AIRPORT

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

Consolidated Rental Car Facility Drawings

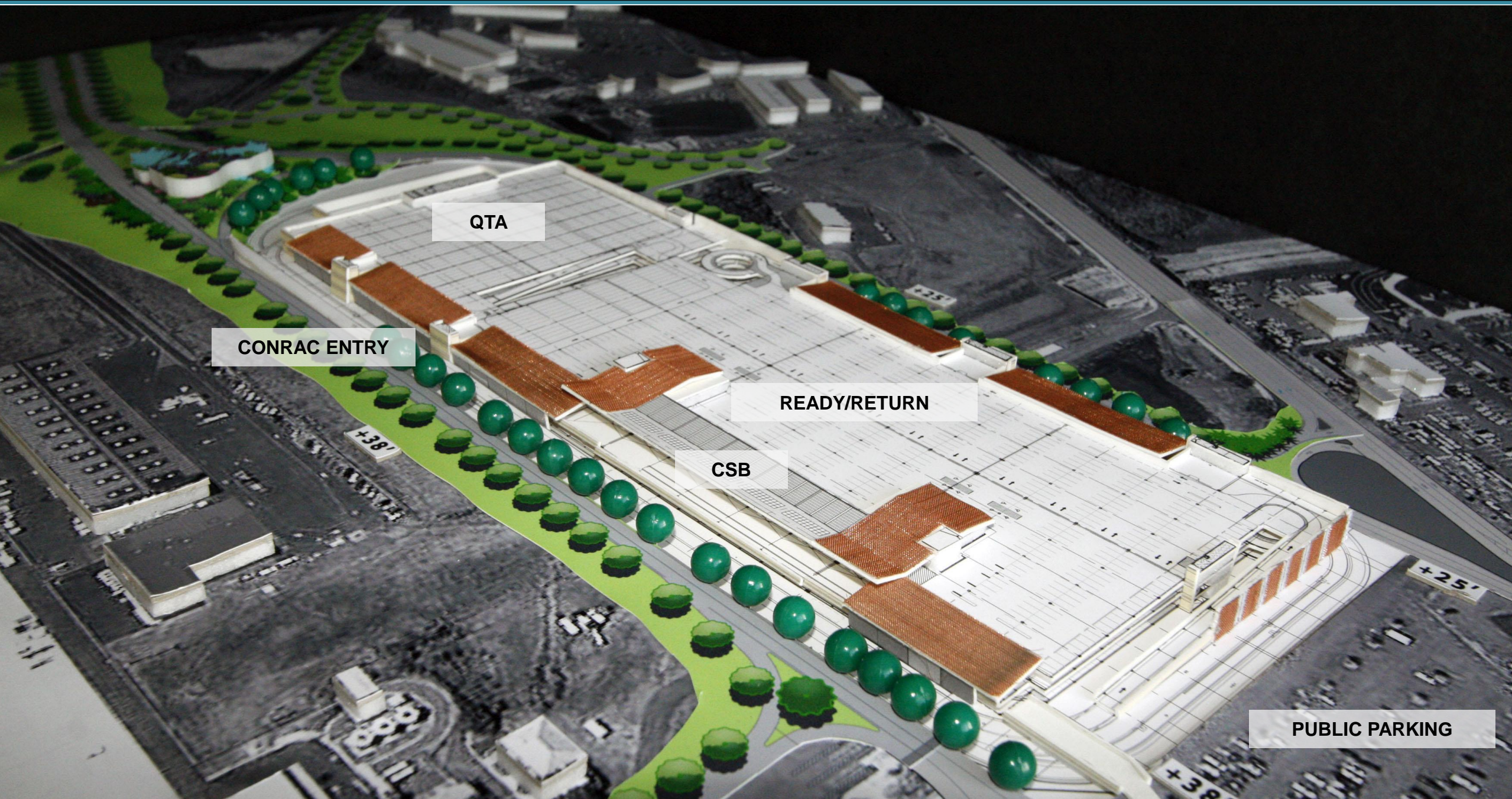
Kahului Airport

Exhibit B

OGG ConRAC

State of Hawaii Project No. AM1032-13

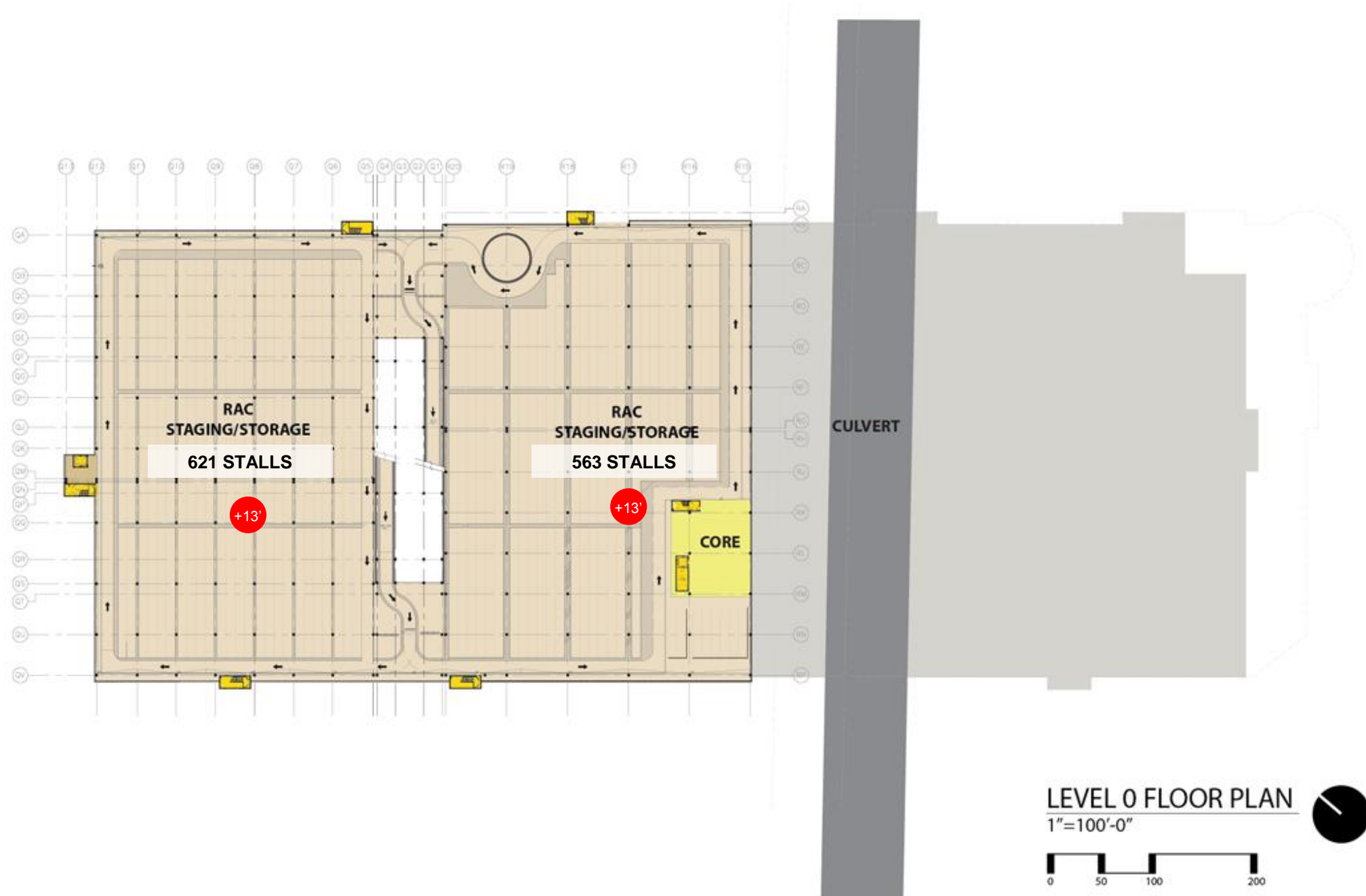
Overall Aerial View



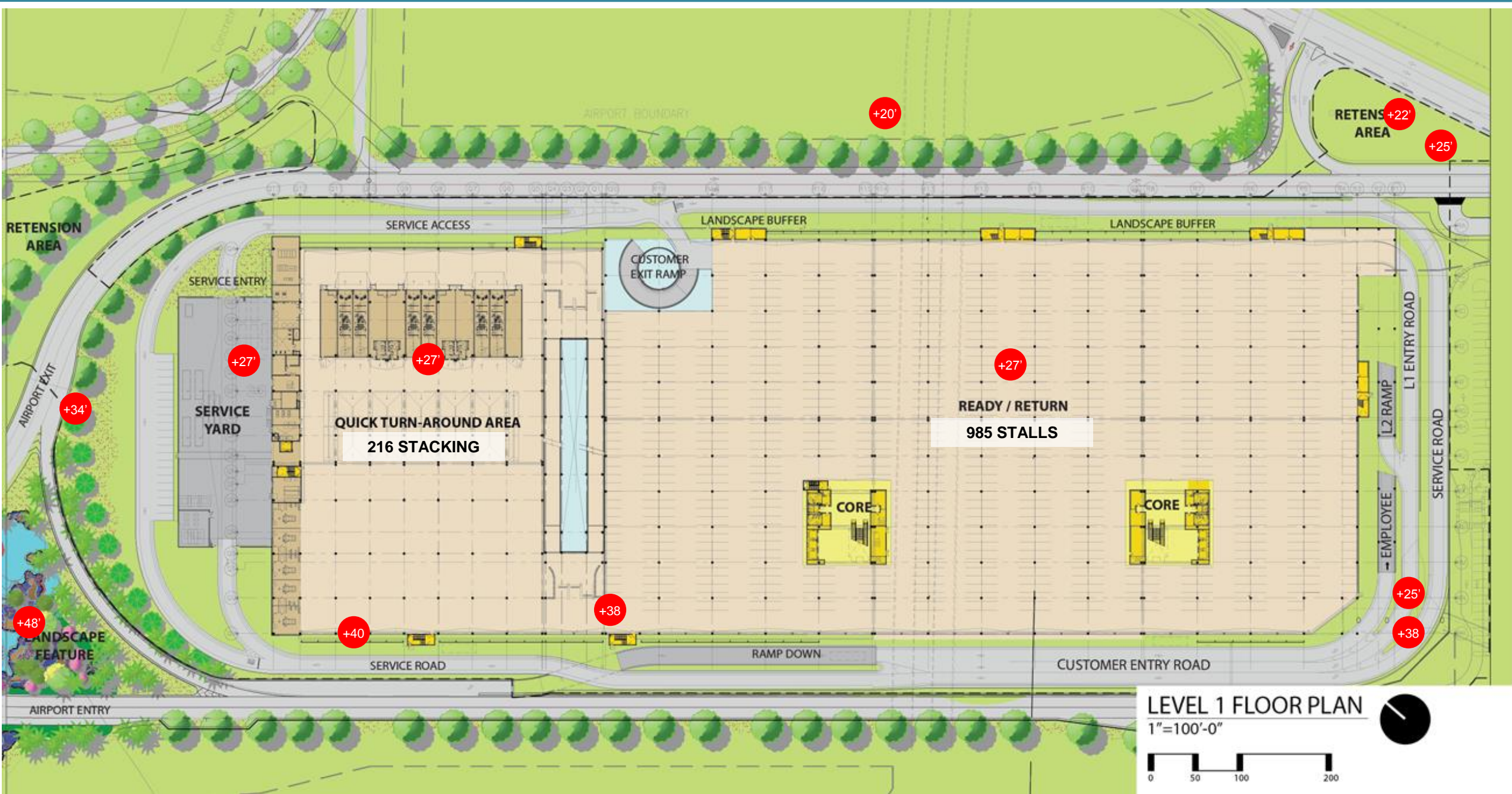
Overall Aerial View



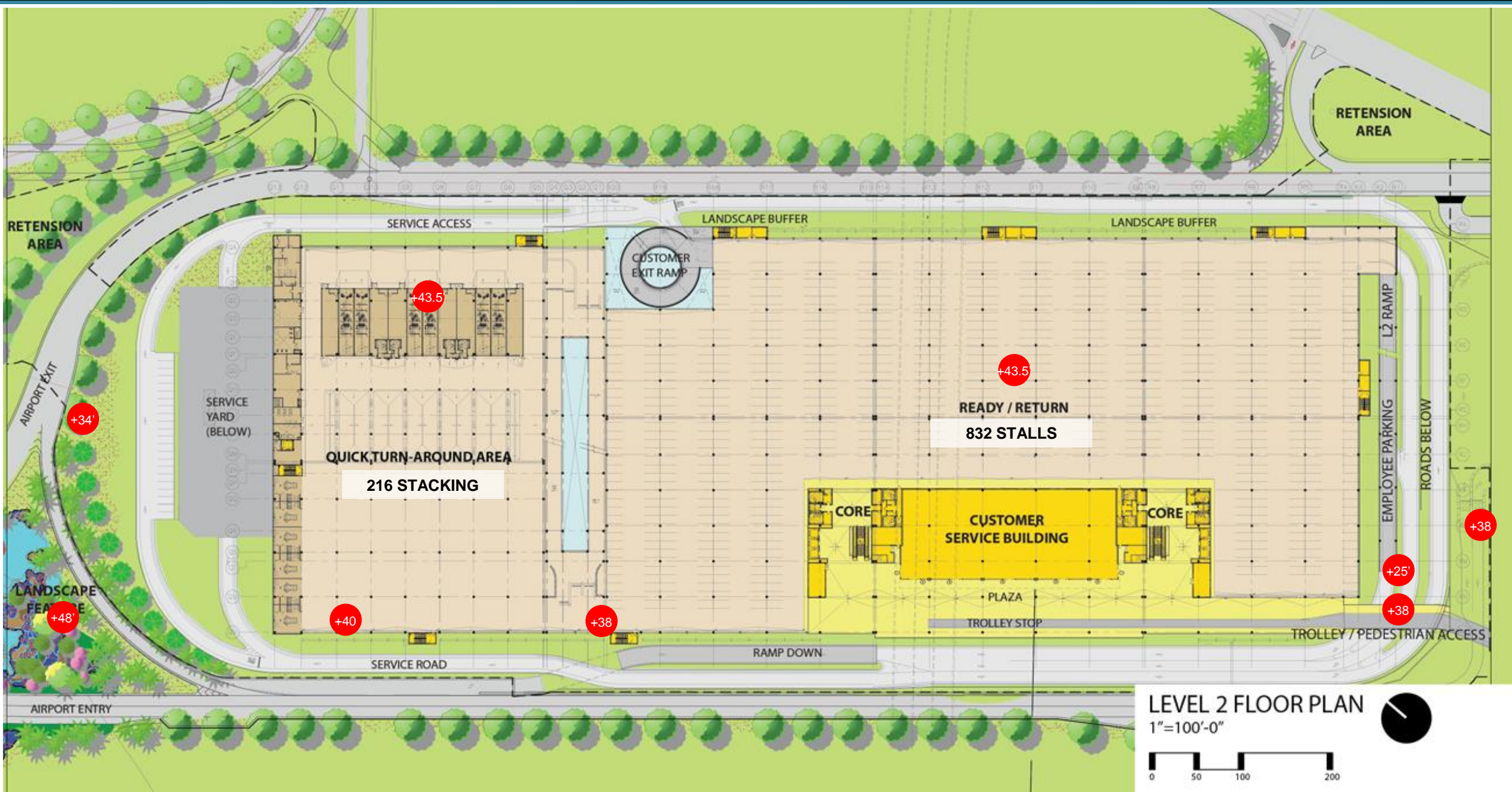
Level 0 Floor Plan



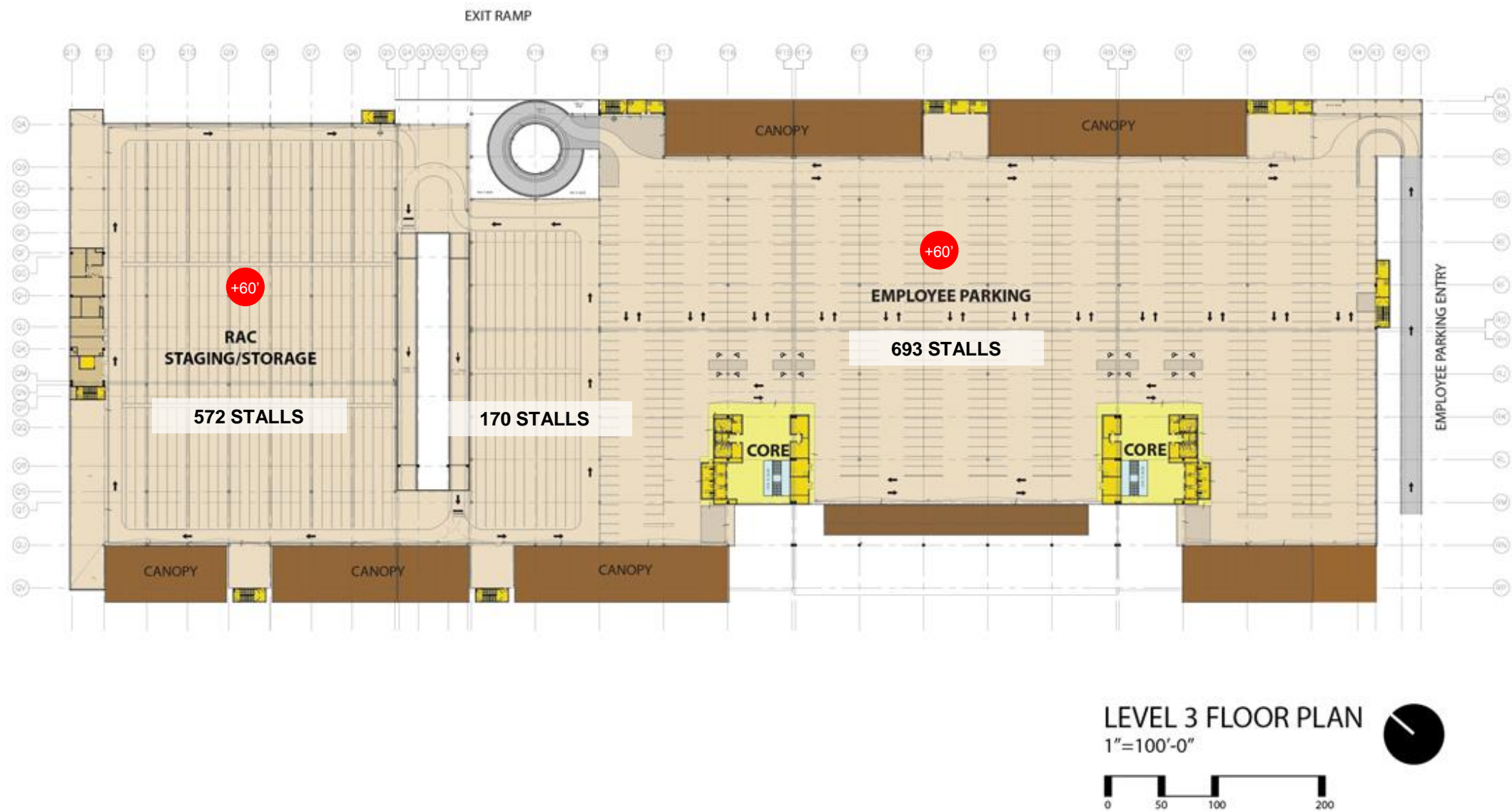
Level 1 Floor Plan



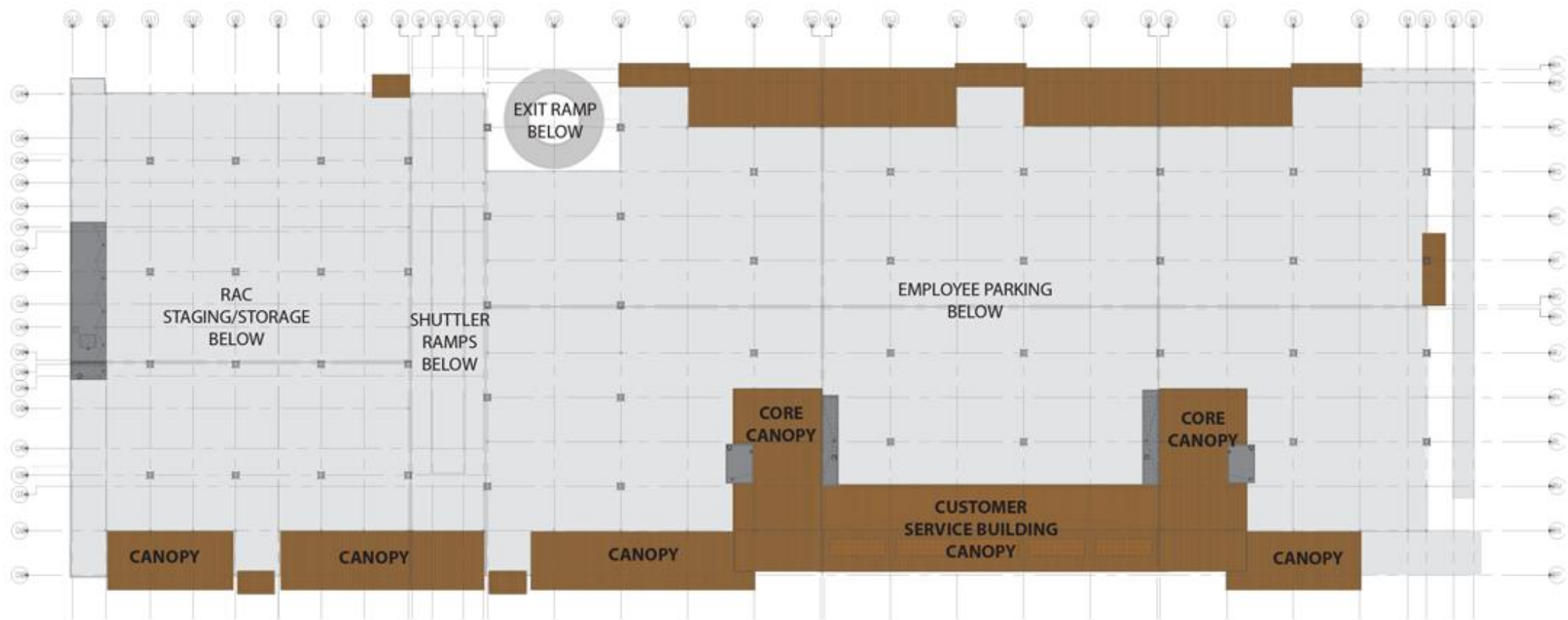
Level 2 Floor Plan



Level 3 Floor Plan



Roof Plan



ROOF PLAN
1"=100'-0"



TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 1

FINAL: 9/30/2002

Prepared by:

KAJIOKAYAMACHI
A R C H I T E C T S

934 PUMEHANA STREET
HONOLULU, HAWAII 96826

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- 1.2 LOCAL CONDITIONS
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F. GLOSSARY

MANUAL 1 - INTRODUCTION

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

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

MANUAL 1:

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

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

MANUAL 2:

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

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

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

IMPORTANT NOTE:

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

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

1.1 – DEFINING THE SCOPE OF WORK

1.1.1 Tenant Responsibilities

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

1.1.2 Types of Improvements

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

1.1.3 Types of Work Requiring Conformance to the TIG:

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

1.1 – DEFINING THE SCOPE OF WORK (continued)

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

D. MECHANICAL WORK

- (a) Plumbing and drainage
- (b) Air conditioning and ventilation
- (c) Fire sprinkler systems

E. ELECTRICAL WORK

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

1.2 – LOCAL CONDITIONS

1.2.1 General

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

1.2.2 Airport District Manager Addresses (and their airports):

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

1.3 - INSURANCE REQUIREMENTS

1.3.1 General

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

1.3.2 Certificate of Insurance

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

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

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

1.3 - INSURANCE REQUIREMENTS (continued)

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

1.3.3 Reference

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

1.4 - DESIGN CONSULTANT REQUIREMENTS

1.4.1 Tenant to Utilize Licensed Architect / Engineer

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

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

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

1.4.3 Tenant to Submit Background Information to DOTA

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

1.5 – REVIEWING DESIGN PARAMETERS

1.5.1 General

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

1.5.2 Airport Improvements

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

1.5.3 Tenant Improvements

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

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.

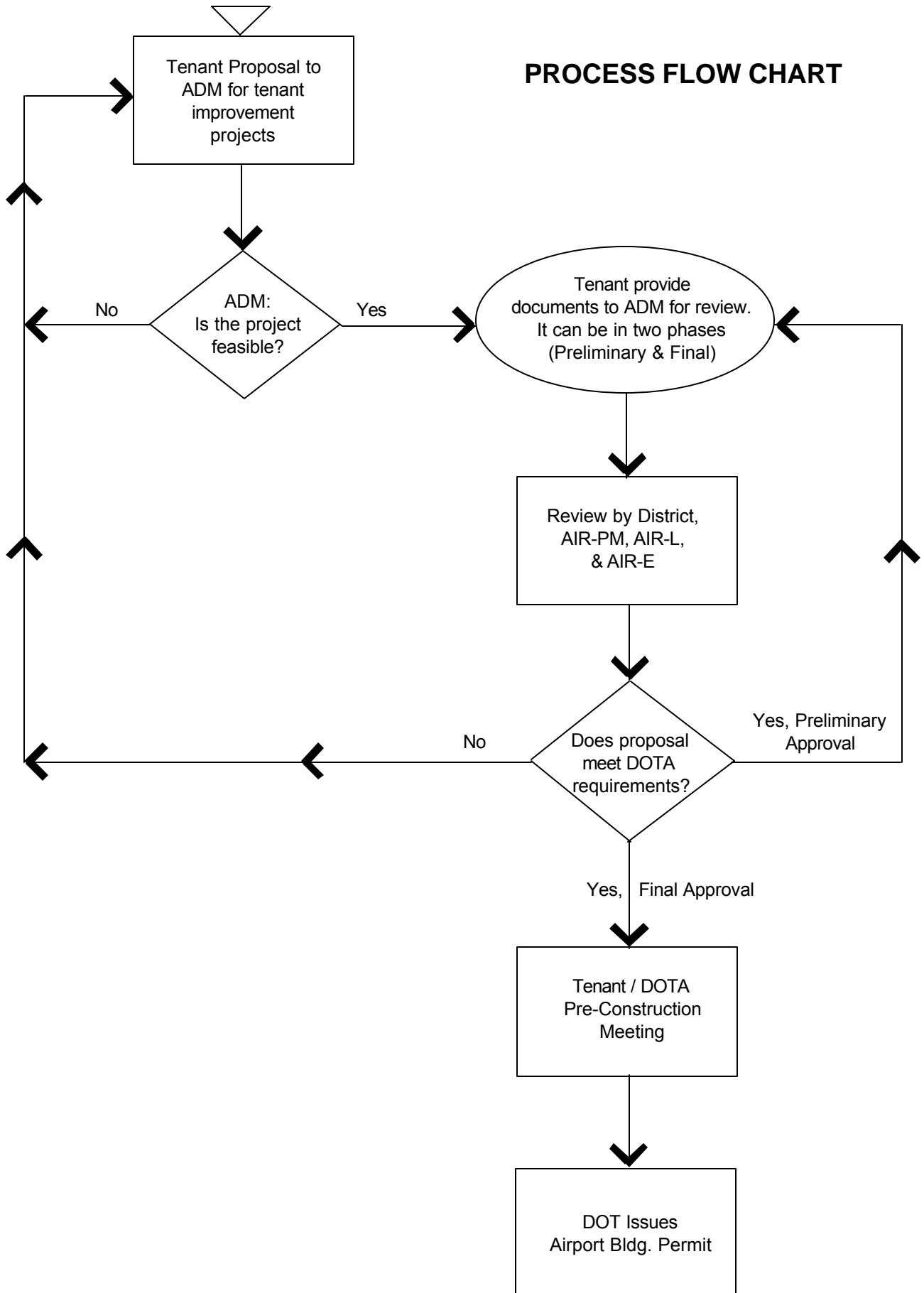
4.7 – VACATING PREMISES

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 with two weeks suspense date to return back to ADM.
3. Notify AIR-E to set the review meeting date to the third Wednesday after distribution to allow two weeks for each party's review.
4. The reviewer may: 1) approve and return with comments to the ADM prior to the meeting date in which case the reviewer need not attend the meeting or 2) attend the meeting and provide comments at that time.
5. After AIR-E review meeting and ADM review of all comments and completion of ADM review sheet, route ADM review sheet to AIR with all review sheets for final approval.
6. If any reviewer finds the submittal to be inadequate, they must notify the ADM within three (3) days of receipt in case the review meeting date needs to be revised. The ADM then reschedules the meeting date if necessary or starts approval process again with new documents.

CHECKLIST:

YES / NO

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

Airport District Manager

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT DISTRICT REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

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

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

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL
of the project.

Airport District Manager

Date

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

Comments:

Airports Administrator

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT OPERATIONS REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

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

1. ADA Compliance:

2. OSHA Compliance:

3. Fire Safety Compliance:

4. Comments:

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL
of the project.

Airports Operations Officer

Date

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT PROPERTY MANAGEMENT REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

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

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

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL
of the project.

Airports Property Management Supervisor

Date

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION

TENANT IMPROVEMENT PLAN APPROVAL

AIRPORT ENGINEERING REVIEW

AIRPORT _____ DATE RECEIVED _____

LESSEE _____ BLDG. SPACE NO. _____

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

Plans and Specifications Review:

1. AIR-E Comments:
2. AIR-EM Comments:
3. AIR-ED Comments:
4. AIR-EC Comments:
5. AIR-EG Comments:
6. AIR-EP Comments:
7. AIR-EE Comments

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

Permits Required: County Building _____ Tank Installation _____ Other _____

I have reviewed the proposal and recommend APPROVAL / DISAPPROVAL
of the project.

Airports Engineering Program Manager

Date

PERMIT TO PERFORM WORK ON STATE AIRPORT PROPERTY

Date: _____

Airport: _____

Description
of Work: _____

Dates Work to be Performed: _____ to _____

Proof of State Indemnity:

- () Certificate of Insurance naming the State of Hawaii as additional insured for the following:
- Comprehensive Automobile Liability: Minimum limit of one million dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - Commercial General Liability (Occurrence form): Minimum limit of one million dollars (\$1,000,000.00) combined single limit per occurrence.
- Thirty day notice of cancellation to the State is required.

CONTRACTOR: _____ APPLICANT: _____

ADDRESS: _____ NAME/TITLE: _____

Signature

TELEPHONE NO.: _____ ADDRESS: _____

FAX NO.: _____

IN CASE OF EMERGENCY: _____ TELEPHONE NO.: _____

FAX NO.: _____

Name Phone No.

Name Phone No.

Applicant agrees to the following:

- to restore all affected areas to a condition equal to, or better than, existing prior to the commencement of applicant's work
- to install, provide, and maintain all traffic control devices per applicable standards.
- to safeguard and facilitate the movement of vehicular and pedestrian traffic.
- to diligently prosecute the work to completion, in a neat and workmanlike manner.
- to repair, replace, or reconstruct, at the applicant's expense, any work or facility damaged by the applicant's operations. The applicant is responsible for the locating any utilities, structures, or other facilities which may be impacted by, or impact, his work.
- to protect, defend, indemnify and save harmless, the State and its agents and representatives, against any claim, liability, suit or action of every manner and description, for any injury to or death of persons or for property damage, whenever such injury, death or damage is inflicted or caused by the applicant, the applicant's agents, contractors or representatives in connection with the work covered by this permit.
- to procure, at the applicant's own expense, and keep in force at all times when work permitted under said permit is being done, a policy or policies of public liability and property damage insurance, naming the State of Hawaii as an additional insured, covering the entire work to be done under said permit and for at least the minimum coverage's set forth above. The State is to be given 30 days written notice of cancellation of said insurance.

Permission to perform the above described work at the location stated between the dates set forth is hereby granted. The applicant shall notify the Airport District Manager at least 48 hours before commencing work.

Signature

Print – Airports District Manager

Date

PERMIT NO. _____

**UTILITY AND/OR GATE OUTAGE REQUEST
AND/OR
APPLICATION FOR OVERTIME WORK**

State of Hawaii
Department of Transportation
Airports Division
Honolulu International Airport
400 Rodgers Blvd., Suite 700
Honolulu, Hawaii 96819

Date: _____

The following interruption of Airport Utilities Services and/or Gates is required in conjunction with:

Project _____

Project No. _____

State Project Manager: _____

Phone Number: _____

DATE: _____ TIME _____

TYPE OF SERVICE: UTILITY _____ GATE _____

THE NATURE OF WORK TO BE PERFORMED (Be Specific): _____

LOCATION OF WORK: _____

AREAS AFFECTED: _____

SPEC. SECTION AND/OR CONTRACT DRAWING PAGE: _____

NECESSITY/REMARKS: _____

GENERAL CONTRACTOR: _____

CONTRACTOR REPRESENTATIVE: _____

PHONE NO. _____

SUBCONTRACTOR: _____

SUBCONTRACTOR REPRESENTATIVE: _____

PHONE NO. _____

TO BE COMPLETED BY C.M.

INSPECTION REQUIRED: _____ YES _____ NO

C.M. INSPECTOR: _____

PHONE NO: _____

RECOMMENDED BY: _____ DATE _____

REMARKS _____

TO BE COMPLETED BY DOT-A

APPROVED BY: _____ DATE _____

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

TENANT IMPROVEMENT GUIDELINES

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
STATE OF HAWAII

MANUAL 2

FINAL: 9/30/2002

Prepared by:

KAJIOKAYAMACHI
A R C H I T E C T S

934 PUMEHANA STREET
HONOLULU, HAWAII 96826

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MANUAL 2 - INTRODUCTION

Manual 2 consists of various parts. Section 'A' of this manual discusses general design criteria for Civil, Landscape development, Architectural, Mechanical and Electrical, common to all tenants. Section 'B' outlines design criteria specific to different types of tenants, (ie. 'Food & Beverage', 'Retail', 'Airlines' etc.) Section 'C', the Appendix, contains the Temporary Water Service forms, and USDA Restricted Plants list. All Tenants are strongly encouraged to review individual design concerns with the Airport District Manager (ADM) during the early stages of their design to ensure their design meets the approval of the Department of Transportation, Airports Division.

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

IMPORTANT NOTE:

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

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

A. GENERAL REQUIREMENTS BY TENANT'S DESIGN CONSULTANTS

In keeping with the character of each State airport, the Tenant's Design Consultant shall comply with the appropriate specific design standards and criteria set forth by this section. In addition, Tenant's Design Consultant shall also meet any minimum quality standards set forth by each individual airport.

- | | |
|-----------------|-----|
| ▪ Civil | 1.0 |
| ▪ Landscape | 2.0 |
| ▪ Architectural | 3.0 |
| ▪ Mechanical | 4.0 |
| ▪ Electrical | 5.0 |

1.0 - CIVIL

1.1 - GENERAL CRITERIA

1.1.1 Site Planning

- A. Airport Masterplan or Land Use document - Proposed tenant improvements shall conform to an Airport Masterplan or Land Use document used for planning of on-site and off-site airport functions and facilities.
- B. Existing Conditions - The tenant shall be responsible for obtaining all necessary information on the existing condition of the leased space as it relates to the planned improvements. The tenant shall also verify existing facility and utility service data at the job site.
- C. "As-built" Information – Questions and clarifications regarding 'As-built' drawings and/or specifications shall be directed to Airport Property Management.

1.1.2 Site Plan

- A. Schematic Plan
 - (a) Clearly shows existing facilities including buildings, contours, roadways, utilities and signs in the immediate area of the project site or relevant to the proposed work.
 - (b) Layouts of proposed roadways, access drives, parking areas, site utilities and buildings showing Intended land use, type of occupancy and type of construction.
 - (c) Site and project dimensions including maximum building or equipment heights.
 - (d) Access points and proximity to existing facilities
 - (e) Used for coordination with airport departments and other tenants
- B. Surveys
 - (a) Boundary survey and/or topographic survey of proposed building or construction site may be required. All points shall be tied to an existing Airport Coordinate System.
 - (b) A ground survey verification of existing utility alignments and flow lines may be required.

1.0 - CIVIL (continued)

- C. Line-of-site Issues – The site plan should address potential line-of-site issues or problems. (including line-of-sight of ACTC)
- D. Landscape Plan – See Manual Two: Section 2.0
- E. Traffic Impact Analysis – May be required for all landside developments that will increase vehicular traffic on existing local or collector roads.

1.1.3 Site Work

- A. Primary Goal and Description - Improve overall aesthetics of area and promote airport development. Includes site clearing, grubbing, grading, drainage, pavement & special structures.

1.1.4 Code Requirements and Regulations

See Manual One: Section B: 2.7

1.1.5 Design Review and Required Submittals

See Manual One: Sections B: 2.3 and B: 2.6

1.2 - DESIGN CRITERIA

1.2.1 Site Preparation

- A. Grading
 - (a) Divert surface and subsurface storm water flows away from buildings and pavement to prevent saturation of subgrade and damage or weakening of structures.
 - (b) Preserve natural character of terrain as much as possible and minimize disturbance to existing ground forms.
 - (c) Unpaved areas adjacent to buildings shall be sloped to direct surface water and roof drainage away from buildings, with a minimum of 5% in first 10 feet of horizontal distance.
 - (d) Paved surfaces should be sloped no less than 0.5% to prevent ponding.
 - (e) Areas not occupied by buildings or pavement should have adequate continuous slopes to allow flow towards swales, drainageways, roads, storm drain inlets, etc.
 - (f) Natural flow retained or contained within improvements.

1.0 - CIVIL (continued)

1.2.2 Storm Drain Design (Landside)

A. Design Standards

- (a) Federal Aviation Advisory Circular, 150/5370-10A Airport Construction, latest change.
- (b) "Rules and Regulations Related to Storm Drainage Standards" City and County of Honolulu, latest revision.
- (c) Storm Drainage Standards of Maui, Kauai and Hawaii Counties, latest revision.

B. Determination of Design Discharge

- (a) Drainage improvements should be compatible with the existing drainage system.
- (b) Drainage Area, Design Storm Recurrence Interval, Runoff Coefficient, Time of Concentration, Rainfall Intensity with Correction Factor
- (c) For drainage areas where downstream capacities are inadequate, runoff is limited to predevelopment conditions
- (d) The Designer shall submit the following information for approval by the Airport District Manager:
 - (i) Description and plan of existing drainage facility
 - (ii) Description and plan of proposed drainage facility
 - (iii) Construction plans
 - (iv) Computations for runoff, conduit and channel sizes, slopes, losses, hydraulic gradient and other hydraulic information arranged in tabular form, as specified in Design Standards
 - (v) Drainage Area map
 - (vi) Additional data when interim drainage measures are required due to restrictions in downstream drainage systems
 - (vii) Alternatives considered and recommended alternative
 - (viii) Certification signed and sealed by Professional Engineer

C. Flow in Gutters

- (a) Permissible spread on streets is the determining factor of the street's hydraulic capacity.
- (b) On multiple lane roadways, the permissible spread of water will not close more than one travel lane in each direction.

1.0 - CIVIL (continued)

D. Storm Drain Manholes and Inlets

- (a) Location, spacing, manhole channelization details per Design Standards
- (b) Highest priority in design should be given first to preventing clogging and then to minimizing traffic interference. Hydraulic adequacy then follows.

E. Closed Conduits - Sizes, gradients, materials, "n" values, loading requirements per Design Standards

F. Open Channels - Design requirements for determining channel sizes, channel right-of-ways, permissible velocities, "n" values, channel linings, freeboard, junctions, bends and superelevation, transitions, debris barriers, debris basins and energy dissipator per Design Standards

G. Culverts - Drainage culverts shall pass storm flow from the upstream side to downstream side of roadway without causing excessive downstream velocities.

1.2.3 Road Design

A. Design Standards

- (a) Federal Aviation Advisory Circular, 150/5370-10A Airport Construction, latest change.
- (b) Department of Transportation Highways Division (DOT-H), Statewide Uniform Design Manual for Streets and Highways
- (c) DOT-H Roadway Construction Standards
- (d) AASHTO Policy on Geometric Design of Highways and Streets

B. Roadway Classifications within Airport Boundaries

- (a) Local roads and streets
- (b) Collector roads and streets
- (c) Ramps

C. Design Speeds

- (a) Local roads and streets provide direct access to abutting property (parking lots, terminals) for local traffic circulation movements. Design speeds range between fifteen (15) and thirty-five (35) miles

1.0 - CIVIL (continued)

per hour depending on terrain, adjacent development and other considerations.

- (b) Collector roads and streets link neighborhoods or areas of similar composition with arterial streets or highways. Design speeds range between twenty-five (25) and thirty-five (35) miles per hour depending on terrain and adjacent development.
 - (c) On and off-ramp design speeds should be determined per DOT-H criteria.
- D. Safe Stopping Sight Distance – to be determined per the Design Manual
- E. Design Vehicle
- (a) Roadway design controls are based, in part on physical and operating characteristics of a critical design vehicle (i.e., passenger, single unit truck, large semi-trailer combination, etc.) for which new or reconstructed roadways will be designed to serve.
 - (b) Firefighting and emergency equipment must be capable of maneuvering on all circulation roads.
- F. Turning Radii - AASHTO Policy on Geometric Design of Highways and Streets contains detailed criteria for turning radii requirements.
- (a) All turning radii should be designed to accommodate the wheel path of the critical design vehicle without encroachment of curbs.
 - (b) The minimum design radius at street intersections shall be thirty (30) feet.
 - (c) The minimum design radius at driveways shall be fifteen (15) feet.
 - (d) Other radii may be required for special circumstances.
- G. Horizontal Curvature - The maximum degree of curvature of horizontal curves are based on design values for vehicle speed, superelevation and friction factors for representative pavement surfaces. See DOT-H Design Manual.
- H. Superelevation - Minimum length of superelevation runoff is 100 feet.
- I. Obstruction Clearances
- (a) A clear, unobstructed relatively wide and flat (4:1 or flatter) area beyond the edge of the travel lane is required for all new and major reconstruction projects.

1.0 - CIVIL (continued)

- (b) Minimum horizontal clearances shall be in accordance with the DOT-H Design manual. The clearance shall be measured from the edge of the travel lane to the face of the obstruction.
- (c) The minimum vertical clearance over the usable roadway including the shoulders for local and collector roads shall be seventeen (17) feet for Honolulu International Airport (HNL) and fifteen (15) feet for all other airports. These clearances allow for future resurfacing.
- (d) Culvert headwalls and other drainage structures shall have appropriate safety measures.

J. Pavement Widths

- (a) Minimum lane width for local and collector roadways, where practical shall be 12 feet. On curved sections where radii are 200 feet or less, lane widths shall be widened to 15 feet.
- (b) All on and off-ramps and direct connections to arterials shall be designed for one (1) lane of traffic operation with provisions for emergency parking. The ramps shall have a minimum width of fourteen (14) feet.
- (c) Bi-directional two-lane roads without usable shoulders require a total pavement width of at least thirty-four (34) feet.

K. Curbs - Curb with heights of six (6) inches shall be used on local, collector and service roads.

L. Speed Change Lanes - The required length of auxiliary lanes and size of median opening for turning vehicles shall be per the Design Manual.

M. Shoulders

- (a) On one-lane ramps, shoulders shall be placed on each side of travel lane to allow a stalled or stopped vehicle to be passed.
- (b) Outside shoulders shall be a minimum of six (6) feet and inside shoulders shall be a minimum of two (2) feet.

N. Maximum Ramp Grade – Maximum desirable grade on ramps shall be 10%.

O. Guardrails - Guardrail heights are 3 feet 6 inches.

P. Curb Ramps - Provide for wheelchair users.

Q. Walkway Ramps - Provide at pedestrian walkway grade changes in lieu of steps, except at pavement curbs.

1.0 - CIVIL (continued)

1.2.4 Roadway Signs

- A. Design Manual - The designer shall comply with all requirements set forth in "Signage and Graphics Design Manual", Airports Division, latest edition.
- B. Coordination - The designer shall coordinate all new traffic signs with existing airport signage and any on-going airport roadway projects to ensure continuity of design.
- C. Preliminary drawings - The designer shall prepare a set of preliminary signage/graphics drawings and submit the design concept to the State. All signage locations, message information, graphics and sign unit details shall be illustrated.
- D. Sign Posts, Breakaway Features and Foundations - shall conform to DOT-H standards.
- E. Signage/Graphics - shall be easily readable, simple, contain no redundancy, and shall convey only the information necessary.
- F. Construction Traffic Control Signs - shall be provided during sequencing of construction, as required.
- G. Pedestrian Safety – Safety of pedestrians traversing roadways shall be a basic consideration in sign designs and their placement.
- H. Sight Distances - Signs shall be located with sufficient sight distances to turn-offs, access ramps, exits, etc. to allow drivers time for decisions and maneuvering.
- I. Signs on Bridge Structures - Erection of signs on bridge structures requires written approval from the Airport District Manager.

1.2.5 Pavement Design

- A. Airfield Pavements - designed for aircraft loading per standards and criteria of the Federal Aviation Administration (FAA)
- B. Road Pavements - designed per AASHTO and DOT-H design standards
- C. Pavement Types - Roadways, ramps, driveways and service loading areas may either be Portland cement concrete or asphalt concrete

1.0 - CIVIL (continued)

pavement. Walkways, curbs and gutters shall be poured-in-place Portland cement concrete.

- D. Cost Estimate - Design Engineer shall provide construction and maintenance cost estimate for both Portland cement concrete and asphalt concrete pavement with a recommendation to the State for approval.
- E. Pavement Cross Slopes – All pavements at curbside shall slope towards curb and gutter at a 1-1/2% cross slope.
- F. Existing Pavement – Pavement to remain shall be examined and if necessary, a design for reconditioning and improvement shall be provided by the designer.
- G. Design Live Loads - In accordance with current AASHTO design standards. Roadway design loads shall be HS20-44 to accommodate airport traffic.
- H. Construction and Contraction Joints - Provide sawed contraction joints in Portland cement concrete pavement including roadways, driveways, ramps, walkways, tug ramps, service loading and parking areas. Fill construction and contraction joints with joint backing and sealant.
- I. Expansion Joints - Provide expansion joints with filler, bond breaker and sealant.
- J. Pavement Transitions - To connect new pavement to existing pavement saw cut and replace existing pavement in lieu of feathering. At the interface between asphalt and Portland cement concrete, provide smoothing connections and transitions for load transfer.

1.2.6 Parking

- A. General Requirements
 - (a) Adequate parking shall be provided for the public, employees and service vehicles.
 - (b) The designer shall coordinate the parking lot design with designers of adjacent properties to ensure all work will match properly in alignment, grade and elevation.
- B. Entrance and Exit - Consideration should be given to locating good entrance and exit points connecting approach roadway and internal circulation.

1.0 - CIVIL (continued)

- C. Parking Lot Pavement Surface Type – The type of pavement is determined by the volume and composition of traffic, soil conditions, availability of materials, experience of contractors and initial and maintenance costs. Generally, all Hawaii airport parking lots will be surfaced with bituminous asphalt concrete or Portland cement concrete. However, there may be some areas where the parking lot surface is simply of graded earth or of stabilized materials such as gravel or coral.
- D. Surface Drainage - Parking lots shall be curbed and have adequate surface drainage with a minimum slope of 0.5%.
- E. Other Design Considerations - include parking space layout, pavement markings, lighting, traffic control devices and accessible parking.
- F. Parking-related Equipment - Design proposals for parking-related equipment such as semaphore arms or gates for restricting access shall be approved by the Airport District Manager.
- G. On-Street Parking - or curb parking shall be parallel parking along curb lines of certain low-speed enplaning or deplaning service roads. Approximate dimensions of stall shall be nine (9) feet wide by twenty-two (22) feet long.
- H. Removable Type Curbing - is permitted to allow for future parking configurations with minimal reconstruction.
- I. Off-Street Parking Spaces - shall be provided in connection with the following uses and requirements.

<u>Use</u>	<u>Number of Full Size Parking Spaces</u>	<u>Required for Each</u>
Office	1	300 sq. ft. gross floor area
Food & Beverage Service	1	100 sq. ft. gross floor area
Personal Service, Retail Use	1	200 sq. ft. gross floor area
Distribution, Warehouse	1	2,000 sq. ft. gross floor area
Manufacturing	1	1,000 sq. ft. gross floor area

- J. Building Setbacks - along roads may be used for parking purposes only if no other alternative exists and upon approval of the Airport District Manager.

1.0 - CIVIL (continued)

- K. Ninety (90) Degree Parking Design - uses space most efficiently with cars able to utilize aisles in both directions and minimize travel distances.
- L. Angled Parking Spaces - With parking angles less than 90 degrees, travel aisles must be one-way. To maximize space more than one parking angle layout may be used in a parking lot.
- M. Handicap Parking – per A.D.A. requirements

1.2.7 Pavement Markings and Striping

- A. Raised Pavement Markers and Reflectorized Paint Markings - Provide on all roadways per DOT-H requirements and standards.
- B. Placement and Spacing - shall conform to DOT-H requirements and standards.
- C. Parking And Service Loading Areas - Provide reflectorized paint markings in all parking and service loading areas.

1.2.8 Fencing and Gates

- A. FAA Requirements - All fencing shall be designed in accordance with current FAA requirements.
- B. Permanent Fencing and Gates - shall be 8 feet high chain link fabric, galvanized and vinyl coated or otherwise FAA approved.
- C. Temporary Fencing - shall be galvanized and provided as required by the overall construction sequencing of the project.
- D. Coordination - Location of fencing and gates shall be coordinated with DOT-Airports and adjacent tenants.
- E. Aesthetics – All fencing on leased property is the responsibility of the tenant and shall be aesthetically pleasing. Chain link fencing shall be screened with plantings where appropriate.
- F. AOA fencing vs. Non-AOA fencing requirements

1.0 - CIVIL (continued)

1.2.9 Trash Handling

- A. Coordination - The designer shall coordinate design requirements for trash handling services with the Airport District Manager.
- B. Space Requirements - Adequate space shall be provided for trash handling devices and containers depending on the type of trash to be disposed.
- C. Screening - All equipment used for handling and storage of trash, which may be in the public view, shall be screened.
- D. Equipment Color - shall be furnished in a color to match other painted building equipment.
- E. Dumpster Orientation – Dumpster-type containers shall be oriented for ease of approach of truck.
- F. Cover or Enclosure - All trash containers shall be covered or otherwise enclosed to prevent access by wildlife and disturbance from high winds.

1.2.10 Walkways

- A. Pedestrian Walkways - between buildings and other locations shall be constructed where needed.
- B. Minimum width of walkway pavement is four (4) feet with proper cross slope for adequate drainage. Depending on location, a wider walkway may be required.
- C. Minimum Walkway Pavement Section - shall be four (4) inch thick
- D. Reinforcement - Flat 6-inch x 6-inch, W2.9 x W2.9 welded wire fabric on a minimum of 2-inch sand cushion. Rolled wire fabric is not permissible as walkway reinforcing.
- E. Contraction Joints - shall be spaced at about every four (4) feet.
- F. Expansion Joints - Premolded one-half (1/2) inch expansion joint material spaced at thirty-two (32) feet is required.

1.0 - CIVIL (continued)

1.2.11 Other Exterior Utilities

A. General Information

- (a) DOT-A cannot accept responsibility for utility locations shown on “as-built” drawings. It will be the tenant’s responsibility to verify locations or the adequacy of “as-built” information prior to design and construction of utility extensions, duct banks or connections to those facilities.

B. Wastewater System Improvements

- (a) Discuss the adequacy of the existing wastewater collection system at points of connection with the Airport District Manager.
- (b) Wastewater systems and connections to existing systems shall be designed in accordance with the requirements and Design Standards of the Department of Wastewater Management.
- (c) Provisions for continuous sewer service for existing tenants shall be made.
- (d) Wherever possible, disposal of wastewater shall be by gravity to the airport wastewater collection system.
- (e) The wastewater system shall be designed to carry design peak wet weather flows.
- (f) All required laterals shall be provided to within five (5) feet of all building lines after coordination with designers of tenant spaces to assure proper alignment of wastewater collection system.

C. Water System Improvements

- (a) Temporary water service may be provided for
 - (i) Construction interim measures, i.e.; dust control, job site office
 - (ii) Special conditions
 - (iii) For an existing service, if allowed
 - (iv) Cleanout
 - (v) Fire hydrant
 - (vi) Temporary in-ground service if existing unused service lateral or fire hydrant is not available.
- (b) Tenant or designer to provide information requested in **TEMPORARY WATER METER (Approval Checklist)** and attached forms (see APPENDIX: Documents M.2-1).

1.0 - CIVIL (continued)

(c) Permit period

- (i) Temporary water service permitted for initial period not longer than 90 days for fire hydrant services and 120 days for in-ground services.
- (ii) A 90 day extension must be requested in writing and approved by Airports Division, Maintenance Engineering Section.

(d) Backflow Prevention

- (i) Backflow preventor shall be installed where service line provides potable water for domestic uses and connects with other closed or chemically treated systems (i.e.; fire protection, irrigation) that could potentially contaminate the potable water.
- (ii) Tenant/designer is responsible for installing a DOT-Airports approved backflow prevention device after the water meter, according to DOT-Airports Division Rules and Regulations.
- (iii) Drains off backflow preventor shall be drained to wastewater system.
- (iv) Failure to install the required backflow prevention device may cause a backflow problem. An immediate consequence is the removal of water meter.
- (v) Tenant/designer is responsible for providing information and obtaining approval on attached form titled **CROSS-CONNECTION CONTROL AND BACKFLOW AGREEMENT FOR WATER METERS AND TEMPORARY FIRE HYDRANT CONNECTIONS** (see APPENDIX: Document M.2-1F).

(e) New Water Service

Tenant/Designer shall:

- (i) Assure proposed design meets peak flow plus fire flow demands for project as specified in BWS Water System Standards and National Fire Protection Association (NFPA) requirements.
- (ii) Coordinate with Airport District Manager and Airport Property Manager to determine requirements.
- (iii) Determine adequacy of existing county water system at points connection with county water engineers.
- (iv) Make provisions for continuous service to existing tenants.
- (v) Submit plans, specifications, project descriptions of proposed improvements, and obtain required approvals.

1.0 - CIVIL (continued)

- (vi) Coordinate and consult with architect regarding size, location and proper alignment of all necessary water laterals, which shall be provided within five (5) feet of all building lines.
 - (vii) Coordinate with landscape architect regarding stub outs for exterior irrigation systems.
 - (viii) Provide information required using attached form titled **REQUEST FOR NEW WATER SERVICE** (see APPENDIX: Document M.2-1E).
 - (ix) Tenant to pay directly to water supplier, applicable water development fees.
- (f) Water System Corrosion Control
- (i) Corrosion Control design and construction for water systems under the jurisdiction of the Board of Water Supply shall be governed by the latest edition of the **WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS, Volume 3 of WATER SYSTEM STANDARDS**
 - (ii) Subjects covered in the standard include:
 - Soil evaluation requirements to determine appropriate corrosion control measures
 - External corrosion control requirements
 - Pipe coatings
 - Cathodic protection design
 - Installation and workmanship
 - Inspection and Testing

D. Gas System Improvements

- (a) Tenant/designer shall determine the location of existing gas mains servicing existing airport facilities.
- (b) Coordinate with Gas Company to determine adequacy of existing operating pressure to meet additional demand.
- (c) All existing gas lines servicing the airport must remain in service, providing uninterrupted service.
- (d) All required extensions, alterations or replacement of gas lines shall be meet Gas Company Standards. Plans for proposed improvements requiring natural gas service shall be submitted to the Gas Company for review of demand requirements and available service limits.

2.0 - LANDSCAPE

2.1 GENERAL CRITERIA

- 2.1.1 Design Intent: The purpose of landscape improvements, required for all publicly visible exterior areas, is to create an outdoor environment that is both functional and aesthetically pleasing.
- 2.1.2 State's Provisions: The State shall be responsible to provide necessary utilities, including water for irrigation purposes, and access to the site or space.
- 2.1.3 Tenant Requirements: The Tenant shall be responsible for the following:
 - A. Fine Grading and Site Preparation
 - B. Irrigation Systems
 - C. Existing Tree & Palm
 - D. New Plantings
 - E. Maintenance
- 2.1.4 Codes and Reference Standards: In addition to the Code Requirements and regulations, the landscape shall conform to the requirements of the Department of Agriculture regarding restricting the use of host plant materials of the fruit fly (*Bactrocera dorsalis* Hendel) and mosquitoes. Refer to the APPENDIX for list of USDA Restricted plants.

2.2 DESIGN CRITERIA

- 2.2.1 General:
 - A. The landscape shall be designed to be appropriate to the setting (location) scale, and function of the site or space.
 - B. The landscape shall conform to applicable master plans or design guidelines for each Airport property.
 - C. All landscaped areas shall have permanent irrigation systems.
- 2.2.2 Parking Areas:
 - A. Paved parking areas shall have canopy trees uniformly distributed to provide shade and visual relief.
 - B. Quantity of trees shall conform to local ordinance requirements.
 - C. Parking areas shall be screened from public view.

3.0 - ARCHITECTURAL

3.1 – GENERAL

- 3.1.1 Interior finishes have a major effect on the character and image of every Tenant space. Tenants are encouraged to be creative in their selections and application of all interior finishes, using high quality, durable materials. It is important for the Tenant or the Tenant's representative (architect, graphic designer, etc.) to work with the DOTA representative, under the guidance of these Design Standards and the Design Review Process, to create a unique look for each Tenant operation within the Airport.
- 3.1.2 Tenants are reminded of the unique characteristics of airport users, including peaking volumes that change throughout the day. Tenants need to accommodate luggage and bag carts in space layouts and in their selection of the building materials for their space.
- 3.1.3 The Tenant is responsible for transitions between DOTA materials and Tenant materials. Special attention will be given to transitions during the Design Review Process. All interior finishes are provided by the Tenant at the Tenant's expense, unless otherwise indicated.

3.2 – FLOORING

- 3.2.1 Design Intent: Provide a flooring consistent with the overall character of the airport, compatible to the surrounding elements, and with quality standards appropriate to the type of use that is intended. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.
- 3.2.2 State's Provisions:
 - A. Finish flooring material in the public areas, carried up to the lease line of the Tenant's space.
 - B. Provide the Tenant with the loft space flooring broom clean and ready to receive the Tenant's finish flooring.
- 3.2.3 Tenant Requirements:
 - A. General
 - (a) The Tenant shall provide all flooring within their space, at the Tenant's expense. High quality and durable materials such as heavy duty carpet, stone, wood or ceramic tile are required. The use of vinyl composition tile or sheet vinyl is not permitted in areas viewed by the public.

3.0 – ARCHITECTURAL (continued)

- (b) In the event that the Tenant's floor material has a pattern, the Tenant shall provide a single color, non-patterned border unless otherwise specified, to separate DOTA flooring from the Tenant's patterned flooring. The border shall be 18 inches wide and shall run the entire length of the Tenant's entry. This threshold shall be provided at the Tenant's expense.

B. Tile flooring

(a) In public use areas

- (i) High traffic use commercial quality tile flooring such as, but not limited to, the following:

- Paver tiles
- Ceramic tiles
- Porcelain tiles

- (ii) Vinyl flooring (V/C tile) is not permitted.

(b) In private use areas

- (i) High traffic use commercial quality tile flooring such as, but not limited to the following:

- Paver tiles
- Ceramic tiles
- Porcelain tiles

- (ii) Vinyl flooring (V/C tile) is permitted.

C. Carpeting

- (a) In public use areas: High traffic use commercial quality carpeting

- (b) In private use areas: Any type of carpet meeting National Fire Protection Association requirements.

- (c) Carpet shall meet the following Performance:

- (i) Static Control:

- AATCC 134 Minimum of 3.0 KV resistance for 20% RH at 70° F (21° C)

3.0 – ARCHITECTURAL (continued)

(ii) Smoke Density:

- ASTM E 662 tests for smoke rating of 450 or less

(iii) Delamination:

- ASTM 3936 tests the permanent attachment of secondary backing to primary backing.
- Delamination strength should be a minimum of 5 lb. per in. (warp direction) and withstand wheel load of 1500 lbs.

(iv) Abrasion Resistance:

- Vetterman drum test ASTM D 5417, carpet should withstand minimum of 22,000 cycles without showing excessive wear, min. International Gray Scale rating of 3.
- Hexapod drum test ASTM D 5252, carpet should withstand minimum of 12,000 cycles without showing excessive wear, min. International Gray Scale rating of 3.

(v) Flammability:

- Passes CPSC-FF-1-70 Methenamine Pill and Floor Radiant Panel Test ASTM E 648 and/or NEPA 253. Carpet shall have a minimum critical radiant flux of 0.45 watts per square centimeter (cm²). Carpet shall meet the "Standards for the Surface Flammability of Carpets."

D. The flooring selection is subject to *written* approval by the State in regards to the standards listed below.

- (a) Keeping in character with the airport
- (b) Compatibility with the surrounding elements
- (c) Color
- (d) Pattern
- (e) Quality
- (f) Safety
- (g) Installation methods
- (h) Maintenance factors

3.0 – ARCHITECTURAL (continued)

3.3 – WALLS

- 3.3.1 Design Intent: Provide interior and exterior walls consistent with the overall character of the airport, compatible to the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.
- 3.3.2 State's Provisions: Demising walls/partitions defining the leased space to be constructed with metal studs at 24 inches on center from the floor to the structure above.
- 3.3.3 Tenant Requirements:
- A. The use of high quality materials will be required.
 - B. All finish drywall or plaster work within the leased space.
 - C. All interior partitions and curtain walls within the leased space.
 - D. All special framing and supports required to support built-in wall standards and special display fixtures.
 - E. All interior finishes including:
 - (a) Paint
 - (b) Wall coverings
 - (c) Wood paneling
 - (d) Any combination wall finish and display systems such as slot wall
 - F. Plastic laminate, vinyl wall covering, rough textured wood, or imitation materials may be considered and permitted only for specific applications, as approved through the Design Review Process.
 - G. Provide wall partitions to meet code requirements.
 - H. Where stud walls are provided by DOTA, the Tenant must finish walls with gypsum board to achieve the required fire rating. Any penetration must be sealed appropriately.

3.0 – ARCHITECTURAL (continued)

3.4 – CEILING

3.4.1 Design Intent: Provide ceiling finishes consistent with the overall character of the airport, consistent with the surrounding elements, and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.4.2 State's Provisions:

- A. The State provides ceiling material in all public spaces which terminate at the Tenant's lease line, unless otherwise indicated.
- B. The State provides the general structure from which the Tenant can frame or hang general T-bar supports.

3.4.3 Tenant Requirements:

- A. High quality ceiling materials and finishes are required within the lease line. Permitted materials include, but are not limited to the following:
 - (a) Gypsum wallboard, commercial quality finish. No spray textures allowed.
 - (b) Suspended acoustical tile ceilings
 - (i) Concealed spline
 - (ii) Acoustical tile 24" x 24" with reveal edges, or
 - (iii) Special design 24" x 48" modules (with approval from DOTA).
 - (c) Standard 24" x 48" module ceilings are not permitted in public use areas. The use of wood or other combustible material above ceilings is prohibited. Access panels or catwalks required to serve the Tenant's equipment shall be installed at the Tenant's expense.
- B. System components shall support the ceiling assembly with maximum deflection of 1/360 of the span of any component.
- C. The ceiling heights and conditions within the Tenant spaces vary depending on location.
- D. The Tenant shall provide coordination with existing mechanical, plumbing, and sprinkler equipment above the ceiling.
- E. Access panels shall be provided as required at locations determined by DOTA. All ceiling access panels, grills, diffusers, light tracks and fixtures shall be

3.0 – ARCHITECTURAL (continued)

recessed into or above the ceiling and shall be finished to match the ceiling. New ceiling, ceiling alterations, and access panels shall be provided at the Tenant's expense.

3.5 – DOORS WITHIN TENANT'S PREMISES

- A. All doors within the Tenant's space shall be provided and installed at the Tenant's expense. These doors shall be designed to be compatible with the overall design of the space.
- B. High quality doors such as solid core wood or metal shall be used, min. 3° x 7°.
- C. The Tenant is encouraged to install kick plates to reduce damage to doors.
- D. All hardware shall be high quality stainless steel, ball bearing hinge, lever handle in commercial grade quality. Automatic door closures are required.

3.6 – LIGHTING

3.6.1 Design Intent: Provide lighting consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Tenants are encouraged to balance creativity and technical performance of their lighting design. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.6.2 State's Provisions:

- A. Lighting in public use areas, outside of the Tenant's leased space.
- B. Lighting for the generic signs at the entry of the Tenant's space for public walk-in type of concessions.

3.6.3 Tenant Requirements:

- A. All fluorescent, incandescent, decorative and highlighting light fixtures within the leased space.
- B. Window display lighting, if applicable.
- C. Exiting and pathway lighting as required by code.
- D. No bare lamps allowed.

3.0 – ARCHITECTURAL (continued)

- E. Any DOTA provided lighting within the tenants space shall be maintained by the tenant. Only DOTA specified lamps may be used.
- F. The tenant shall provide lighting for their primary sign at the Tenant's expense, unless otherwise indicated. This lighting shall be compatible with the overall design, shall not produce glare, and shall light the primary sign adequately for easy viewing by the public.

3.7 – PUBLIC ENTRANCES AND STOREFRONTS (IF APPLICABLE)

3.7.1 Design Intent: Provide public entrances and storefronts for Tenant spaces requiring public access into the concession-type space which is consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.7.2 State's Provisions:

- A. All construction and finish materials for construction of the public portions of the storefront and the entry element.
- B. The rolling security grille, with the required supports and guide rails, if applicable.
- C. The window framing system, complete with painted finish (all sides) or glazing, if applicable.

3.7.3 Tenant Requirements:

- A. Interior gypsum wallboard attached to the inside surface of the storefront framing system and all finishes within the leaseline.
- B. Window display, bases, if applicable.

3.8 – MERCHANDISING DISPLAYS AND FIXTURES (IF APPLICABLE)

3.8.1 Design Intent: Provide merchandising displays and fixtures consistent with the overall character of the airport, compatible with the surrounding elements and with quality standards appropriate to the type of use that is intended. Deviation from the following guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager.

3.0 – ARCHITECTURAL (continued)

- A. Designed to maximize the impact of the retail facilities.
- B. Flexible for multi-use.
- C. Maintain visual and spatial continuity within the leased space by restricting centrally located floor displays and fixtures to 4'-6" (54") in height.
- D. Designed to accommodate changing merchandising trends.
- E. Permit the merchandise to sell itself, whenever possible.
- F. Provide a finished and professional quality appearance.

3.8.2 State's Provisions: None.

3.8.3 Tenant Requirements:

- A. Fabrication and installation of all portable and permanent fixtures and displays.
- B. All merchandising displays, fixtures, merchandise and property belonging to the Tenant shall not exceed the lease line into the public areas, and shall not obstruct the movement of the public into their leased space.
- C. The merchandising displays and fixtures shall be designed and constructed of materials appropriate for heavy commercial use.

(a) Permitted finishes:

- (i) Plastic laminate
- (ii) Commercial grade vinyl coverings
- (iii) Tiles
- (iv) Stone finishes
- (v) Porcelain finishes
- (vi) Epoxy
- (vii) Glass
- (viii) Metals
- (ix) Finished wood, professional quality
- (x) Similar durable finishes

(b) Non-permitted finishes:

- (i) Paint
- (ii) Contact paper clad particle board

3.0 – ARCHITECTURAL (continued)

3.9 – FINISHES / PAINT

Note: Deviation from the guidelines below may only be allowed, subject to *prior written approval* from the Airport District Manager.

- 3.9.1 Paint and finishes shall have a Class A, 0-25 flame-spread rating when applied to a noncombustible surface.
- 3.9.2 Acceptable types of finish coatings, whether transparent, translucent or opaque, include solvent based and water based systems.
- 3.9.3 Paint and finish systems shall be of compatible materials from substrate to the finish coat.
- 3.9.4 Specify specific surfaces which are to receive painted and finish systems. Generally, all exposed surfaces shall receive a factory or field applied finish system. Field painted or finish systems shall have a minimum of two finish coats.
- 3.9.5 Specify specific surfaces which do not require painted and finish systems.
- 3.9.6 Comply with ANSI/OSHA established color code required for color marking physical hazards, safety equipment locations, fire and other protective equipment.
- 3.9.7 Mechanical piping may be painted the same color as adjacent surfaces. Piping shall be identified by color bands and legends at areas adjacent to valves, couplings and at wall penetrations.
- 3.9.8 Interior masonry, plaster and gypsum wallboard shall be coated with a primer-sealer prior to application of finish coat. At masonry applications, primer-sealer shall be fill coat compatible with finish coat system.
- 3.9.9 Require exterior CMU to receive waterproof coating where applicable.
- 3.9.10 Painting over code required labels, equipment identification, performance rating, name, or other nomenclature plates is not allowed

3.10 – SURFACE PREPARATION REQUIREMENTS

- 3.10.1 Specify surface preparation requirements for each surface and type of paint or finish system specified. Deviation from these guidelines may only be allowed, subject to *prior written approval* from the Airport District Manager. General requirements are as follows:

3.0 – ARCHITECTURAL (continued)

- A. Concrete: Surface shall cure 60 days minimum, remove latence and form oils by detergent washing (avoid sandblasting), floors may require chemical etching and/or bonding primer.
- B. Concrete masonry units: Construction shall cure 30 days minimum, thoroughly clean with stiff fiber brush to remove loose sand granules, mortar spatters may be removed with high pressure spray.
- C. Exterior wood surfaces: prime all surfaces prior to erection.
- D. Ferrous metal: Specify required method of preparation to be in compliance with Steel Structures Painting Council (SSPC). Include application of rust-inhibiting primer, coordinate application of primer with requirements of cementitious fireproofing.
- E. Galvanized metal: Thoroughly clean surfaces with rags saturated with mineral spirits then prime.
- F. Aluminum: Abrade non-corroded surfaces with fine steel wool, wipe clean with rage saturated with mineral spirits.
- G. Plaster / stucco: Surfaces shall cure 30 days minimum.

3.11 – QUEUING DEVICES

- 3.11.1 To provide the highest level of customer service at all State airports, queuing devices shall be used to moderate the circulation and flow of passengers and customers through the Tenant's space. Queuing devices shall be required for Airlines and Rental Car Agencies, and as deemed necessary by DOTA, for Food Concessionaires and Cart/Kiosk Concessionaires, to provide direction for and control of customer lines. Tenants shall provide attractive, movable, high quality stanchions within their space and should adjust their use of queuing devices according to tier peak periods.
- 3.11.2 Stanchions shall be of sturdy construction with a heavy, rust-proof base and manufactured for this specific use; ad hoc or temporary stanchions are not permitted. The base and stands should be finished in attractive, durable materials. Durable, retractable straps/tapes are required to provide the greatest amount of flexibility in layout and positioning. Stanchion colors, finishes, and materials shall be approved through the Design Review Process.

MECHANICAL – 4.0

4.1. - PLUMBING AND DRAINAGE

GENERAL CRITERIA:

- 4.1.1 Design Intent: Provide interior plumbing and drainage for tenants requiring such systems that are efficient, economical, maintainable and reliable.
- 4.1.2 Design Standards: Size all domestic water, sanitary waste, vent and downspout piping as shown in the latest Uniform Plumbing Code. Velocity through domestic water piping shall not exceed four feet per second. Design hot water temperatures will be 120°F except for kitchens which require 140°F. Boost temperatures locally at dishwashers to 180°F or as required by food service consultant.
- 4.1.3 Airport Water System Design: Pursuant to National Fire Protection Standards and Codes NFPA 402, NFPA 403, NFPA 414 NFPA 422, Federal Aviation Advisory Circulars on Airfield Water Systems, Airfield Fire Protection Standards, AC No: 150/5220-10B
- 4.1.4 Drawings and Specifications: Follow the submittal requirements of Manual One. All plumbing drawings shall be provided to a scale of 1/4" equals 1'-0" for toilet rooms and kitchens. Other plans may be at a scale of 1/8" equals 1'-0". Provide isometrics of all water and sanitary waste and vent systems.
- 4.1.5 Refer to APPENDIX for New and Temporary Water Service application forms & checklists:
 - A. Document M.2-1A: Temporary Water Meter (Approval Checklist)
 - B. Document M.2-1B: Notice for Service Holders of Temporary Water Meters
 - C. Document M.2-1C: Application for Temporary Water Service
 - D. Document M.2-1D: Request for '90 Days' extension of Temporary Water Service
 - E. Document M.2-1E: Request for New Water Service
 - F. Document M.2-1F: Cross-Connection Control & Backflow Prevention Agreement for Water Meters and Temporary Fire Hydrant Connections

DESIGN CRITERIA

- 4.1.6 Regulatory Requirements: Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable

4.0 – MECHANICAL (continued)

codes, ordinances and regulations codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.

4.1.7 Codes and Reference Standards:

- A. Uniform Building Code (UBC)
- B. Uniform Plumbing Code (UPC)
- C. Uniform Federal Accessibility Standards (UFAS)
- D. Americans with Disabilities Act (ADA)
- E. Water Systems Standards of Local City and County.
- F. American Water Works Association (AWWA)
- G. American Society of Mechanical Engineers (ASME)
- H. American Society of Plumbing Engineers (ASPE)
- I. American National Standards Institute (ANSI)
- J. American Society of Testing Materials (ASTM)
- K. Cast Iron Soil Pipe Institute (CISPI)
- L. Hawaii State Model Energy Code

4.1.8 State's Provisions:

- A. Water and sewer laterals to the leased space, size and location of which are determined by the State.

4.1.9 Tenant's Requirements:

- A. Determine if there is a requirement for water metering. If required, coordinate compatibility requirements with the State regarding type of water metering and flow transmitter system.
- B. Provide and install plumbing rough-in and fixtures not provided by the State.

4.0 – MECHANICAL (continued)

- C. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's plumbing system shall be repaired by and/or the responsibility of the Tenant.

4.1.10 Materials and Methods:

- A. Piping: No foreign made pipe permitted. Only "lead free" water piping shall be used. Piping shall meet the following requirements:
 - (a) Cold Water Piping: Type "L" above ground, type "K" below ground.
 - (b) Hot Water Piping: Type "L" above ground, pre-insulated with type "K" underground, polyurethane insulation and PVC casing.
 - (c) Soil, Waste, Downspout and Vent lines 3" and under: Standard weight cast iron, hub and spigot or "No-Hub" conforming to C15P1 Standard 301-78.
 - (d) Vent piping under 3" above ground: DWV copper.
 - (e) Lawn Sprinkler Piping: Schedule 40 PVC pipe.
- B. Pipe Identification: Use color-coded pipe marker bands with direction of flow arrows.
- C. Valves: Bronze body, 150-psi minimum working pressure.
- D. Pipe Hangers:
 - (a) Horizontal Steel or Cast Iron Piping: Hot dipped galvanized.
 - (b) Horizontal Copper Piping: Copper plated.
 - (c) Hanger Rods: Cadmium plated.
- E. Pipe Insulation: All insulations, jackets, adhesives, coatings, vapor barrier mastics, etc., shall meet the requirements of NFPA Bulletin 90-A, ASTM E 84, and UL 723, with a flame spread of twenty-five (25) or less and smoke developed rating of fifty (50) or less. Insulation shall be as follows:
 - (a) All above ground insulated pipe: Heavy density sectional fiberglass with all service jacket.

4.0 – MECHANICAL (continued)

- (b) Hot Water Supply and Return Piping: 1-1/2" thick.
- (c) Condensate Drain Lines: 1" thick.
- (d) Insulated Piping Exposed to Weather: Cover with metal jacket made of 316 stainless steel, 0.010 inch thick and banded with stainless steel bands on 12-inch centers.
- (e) Metal Saddles: No. 14-gauge.
- F. Pipe Sleeves: Provide pipe sleeves for all pipes passing through walls and floors.
- G. Plumbing Fixtures: Comply with UPC Section 1010, Water Conservation. All exposed metal work (P-traps, compression stops, etc.) shall be chrome plated.

CONSTRUCTION CRITERIA

4.1.11 Testing and Balancing:

- A. Test the plumbing drainage system before work is concealed. Test water supply systems to 150-lbs. for thirty minutes. Repair leaks.
- B. Chlorinate all new water piping for 8-hour period. Flush system clean until residual chlorine content is less than 0.2 parts per million.

4.2. – AIR CONDITIONING AND VENTILATION

GENERAL CRITERIA:

- 4.2.1 Design Intent: Provide air conditioning and ventilation for all leased spaces. The goals and objectives are to develop a mechanical tenant design that is efficient, economical, easily maintainable, reliable, and compatible with the State's systems.

4.2.2 Design Standards:

- A. Outdoor design conditions: 87°F db, 75° wb.
- B. Indoor design conditions: 74°F db, 50% RH.
- C. Wall "U" value: 0.10 BTUH/SQ.FT./°F.

4.0 – MECHANICAL (continued)

- D. Roof “U” value: 0.05 BTUH/SQ.FT./°F.
- E. Glass “U” value: 1.10 BTUH/SQ.FT./°F.
- F. Glass “SC” value: 0.69 or less.
- G. Ventilation rates: In accordance with ASHRAE Standard 62-1989 or Hawaii State Department of Health Guidelines, whichever is larger. Bathroom exhaust rate shall be 2 cfm/sq. ft. for air-conditioned restrooms and 4 cfm/sq. ft. for non-air conditioned facilities.
- H. Kitchen Ventilation Criteria:
 - (a) Provide three separate exhaust systems for dishwasher, grease hood and general exhaust. Do not combine these systems.
 - (b) Provide filtered make-up air.
 - (c) Grease hood exhaust ductwork velocity: Minimum 1800 fpm, maximum 2200 fpm.
 - (d) Provide kitchen hood exhaust scrubber consisting of filter module (99% efficiency per ASHRAE Standard 52-76), odor and bacteria control module, exhaust fan module and control panel with alarm lights, audible alarm and silencing switch.
- I. Supply, return, exhaust and outside air ductwork friction loss: Not to exceed 0.10”/100 foot duct run.
- J. Noise Criteria:
 - (a) The mechanical system shall be designed to minimize noise in the occupied space. The system and components shall be designed so as not to transmit or generate sound above a specified noise level in the space. Sound attenuators, duct liner, lower duct velocities and appropriate ductwork fittings and components shall be utilized as required to attain acceptable sound levels. Vibration isolation shall be utilized.
 - (b) Sound tests shall be conducted in accordance with accepted procedural standards in and around all major sound producing equipment to either confirm adequate attenuation

4.0 – MECHANICAL (continued)

or to identify problem areas requiring additional modifications as required by the Project Manager.

- (c) Equipment and ductwork noise levels to permit attaining sound pressure levels in all 8 octave bands in Tenant occupied spaces shall conform to noise criteria NC-35 curves. Mechanical equipment rooms shall conform to NC-50-60 curves. Motor drives for pumps or any equipment shall operate with noise levels not exceeding 90 dBA.
 - (d) Noise levels of 50 dBA nighttime and 60 dBA daytime will not be exceeded at the property lines.
- K. Energy Conservation: As required by the Hawaii Model Energy Code.

4.2.3 Drawings and Specifications: Follow the submittal requirements of Manual One. All air conditioning and ventilation drawings shall be provided to a scale of 1/4" equals 1'-0" for equipment rooms, kitchens, toilets and congested areas. Other plans may be at a scale of 1/8" equals 1'-0". Provide piping diagrams, schematics or isometrics of chilled water, condensing water and refrigerant piping. Provide composite reflected ceiling plans.

DESIGN CRITERIA

4.2.4 Regulatory Requirements: Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.

4.2.5 Codes and Reference Standards:

- A. Uniform Building Code (UBC)
- B. Uniform Plumbing Code (UPC)
- C. Uniform Federal Accessibility Standards (UFAS)
- D. Americans with Disabilities Act (ADA)
- E. Water Systems Standards of Local City and County.

4.0 – MECHANICAL (continued)

- F. American Water Works Association (AWWA)
- G. American Society of Mechanical Engineers (ASME)
- H. American Society of Plumbing Engineers (ASPE)
- I. American National Standards Institute (ANSI)
- J. American Society of Testing Materials (ASTM)
- K. Cast Iron Soil Pipe Institute (CISPI)
- L. Hawaii State Model Energy Code
- M. Uniform Mechanical Code (UMC)
- N. National Electric Code (NEC)
- O. Air Diffusion Council (ADC)
- P. Air Moving and Conditioning Association (AMCA)
- Q. Air Conditioning and Refrigeration Institute (ARI)
- R. American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- S. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA)
- T. National Environmental Balancing Bureau (NEBB)

4.2.6 State's Provisions:

- A. When available, State will provide from its central system, chilled water supply and return lines to each Tenant space. For individual lots and when central chilled water system is not available, Tenant provides complete new system.
- B. When available, State will provide outside air make up ducts.

4.0 – MECHANICAL (continued)

4.2.7 Tenant's Requirements:

- A. Determine if there is a requirement for BTUH metering. If required, coordinate compatibility requirements with the State regarding type of BTUH metering and flow transmitter system.
- B. For new lots, Tenant provides complete new system.
- C. At locations where the air conditioning is provided from a State air-handling unit, Tenant shall provide all downstream air distribution system.
- D. Furnish and install all required air conditioning, ventilation systems and equipment as required for the entire leased space. Install smoke detector in ducts as required by codes. Connect smoke detector(s) to the Tenant's fire alarm panel. Connect the Tenant's fire alarm panel to nearest State provided fire alarm terminal panel.
- E. Install modulating control valve in chilled water supply line to air handler. Determine 2 way or 3 way compatibility with State's system.
- F. Install flow control valve, Griswold or equal, in the air handler chilled water return line.
- G. Any additional cooling and ventilation equipment required beyond the capacity provided by the State shall be provided by the Tenant at the Tenant's sole expense.
- H. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's air conditioning and ventilation system, shall be repaired by and/or the responsibility of the Tenant.

4.2.8 Materials and Methods:

- A. Piping: No foreign made pipe permitted. Piping shall meet the following requirements:
 - (a) Chilled Water Piping above ground: Schedule 40 black steel, ASTM A106, or copper type "L".
 - (b) Condensing Water Piping above ground: Schedule 40 black steel, ASTM A106.

4.0 – MECHANICAL (continued)

- (c) Underground Chilled Water Piping: Copper core type “K” or steel pre-insulated pressure pipe, ASTM A106, with PVC casing.
- (d) Drain Piping: Type “L” copper.
- (e) Freon Refrigerant Piping: Type “L” copper.
- B. Pipe Identification: Use color-coded pipe marker bands with flow direction arrows.
- C. Valves: Ductile iron, cast or malleable iron handles or wheels, 150-psi minimum working pressure.
- D. Pipe Hangers:
 - (a) Horizontal Steel or Cast Iron Piping: Hot dipped galvanized.
 - (b) Horizontal Copper Piping: Copper plated.
 - (c) Hanger Rods: Cadmium plated.
- E. Pipe Insulation: All insulations, jackets, adhesives, coatings, vapor barrier mastics, etc., shall meet the requirements of NFPA Bulletin 90-A, ASTM E 84, and UL 723, with a flame spread of twenty-five (25) or less and smoke developed rating of fifty (50) or less. Insulation shall be as follows:
 - (a) All above ground insulated pipe: Heavy density sectional fiberglass with all service vapor barrier jacket.
 - (b) Chilled Water Supply and Return Piping: 1-1/2” thick up to 3 inches, 2 inches for piping 3 inches and over.
 - (c) Condensate Drain Lines: 1” thick.
 - (d) Insulated Piping Exposed to Weather: Cover with metal jacket made of 316 stainless steel, 0.010 inch thick and banded with stainless steel bands on 12-inch centers.
 - (e) Metal Saddles: No. 14-gauge.
 - (f) Refrigerant suction pipe: 1-1/2” thick.
 - (g) Gauge cocks, thermometer wells and pressure taps: 1” thick.

4.0 – MECHANICAL (continued)

- F. Pipe Sleeves: Provide pipe sleeves for all pipes passing through walls and floors.
- G. Supply, Return, and Exhaust Ducts and Secondary Condensate Pans: Galvanized steel of gauges and construction accordance with SMACNA "HVAC Duct Construction Standards-Metal and Flexible", but in any case no lighter than 24 gauge galvanized steel. All mitered elbows and changes in direction shall be vanned in accordance with SMACNA recommendations or other approved manner. All supply air and return air ducts and secondary condensate drain pan shall be insulated with 1" thick coated duct liner such as Schuller International Permacote Linacoustic duct liner or approved equal. Exterior 1-1/2" thick fiberglass insulation with reinforced aluminum foil may also be used.
- H. Packaged Air Cooled Air Conditioning Units: Weather proofed factory fabricated and ARI certified.
- I. Air Handling Units: Double walled, low-pressure draw through single zone or variable volume, ARI certified and ASHRAE Standard 62-89 compliant. Fin Spacing not to exceed 10 fins/inch.
- J. Motors: NEMA high efficiency.
- K. Instrumentation: Provide thermometers, pressure and filter gauges.
- L. Fans: AMCA certified, direct or belt drive depending on air quantities.
- M. Controls: Direct Digital Control (DDC) compatible with existing systems. Tie-in to existing energy management and control system.
- N. Fire and Smoke Dampers: Conforming to U.L. Standard 555.
- O. Seismic Restraints: Conform to SMACNA requirements and UBC seismic zoning criteria.
- P. All manual control balancing dampers shall be the parallel-blade type. All operator controlled modulating dampers shall be opposed-blade type. Outside air intake dampers shall have air-tight seals at both the edges and ends of the blades. The seals shall be of a material that will not disintegrate with exposure to jet exhaust fumes.

4.0 – MECHANICAL (continued)

CONSTRUCTION CRITERIA

4.2.9 Testing and Balancing:

- A. Test all piping to 200 pounds pressure and make tight. Caulking will not be permitted. Hold pressure for 24 hours with not more than a two (2) pound loss.
- B. Exercise care during testing pressures so as not to exceed the manufacturer's test pressures of valves, equipment, and related items.
- C. Test the air distribution system and make substantially airtight at the static pressure indicated for the system. Substantially airtight is construed to mean that no air leakage is noticeable through the senses of feeling or hearing.
- D. Obtain the services of an independent test and balance agency approved by the Engineer, that specializes in and whose business is limited to the testing and balancing of air conditioning systems. Select an agency having a record of experience of at least one year in testing and balancing of air conditioning systems.
- E. Perform testing and balancing in complete accordance with all the forms in the latest edition of Test and Balance Analysis Report as published by the Associated Air Balance Council (AABC), the latest edition of National Environmental Balance Bureau (NEBB), or the latest edition of SMACNA "HVAC Systems – Testing, Adjusting, and Balancing".

4.3 FIRE SPRINKLER SYSTEMS

GENERAL CRITERIA:

- 4.3.1 Design Intent: Provide automatic fire sprinkling systems for one hundred (100) percent coverage of the Tenant's area. Fire sprinkling systems shall be efficient, economical, maintainable and reliable.
- 4.3.2 Design Standards: Hydraulically designed in accordance with Chapter 7, NFPA Standard 13. Design seismically restrained hangers and piping such that system is protected against damage by earthquakes. Conduct flow test or obtain necessary flow data from Civil Engineer or AIR-E.

4.0 – MECHANICAL (continued)

- 4.3.3 Drawings and Specifications: Follow the requirements of Manual One. All fire protection drawings shall be provided to a scale of 1/4" equals 1'-0" for congested areas. Other plans to a scale of 1/8" equals 1'-0". Composite reflected ceiling plans showing sprinkler heads and other ceiling mounted items, such as, air outlets (exhaust, supply, return), light fixtures, smoke detectors and recessed speakers. Provide detailed performance specifications.

DESIGN CRITERIA

4.3.4 Regulatory Requirements:

- A. Tenant work shall be per Underwriters, Public Utility, Local, State and Federal Codes, Ordinances, and applicable regulations. Work shall also comply with latest editions of all applicable codes, ordinances and regulations in effect as of the date of the Contract Documents. If discrepancies occur between the Contract Documents and any applicable codes, ordinances, acts, or standards, the most stringent requirements shall apply.
- B. Comply with the requirements of the Hawaii Insurance Rating Bureau, Local Fire Department and Factory Mutual.

4.3.5 Codes and Reference Standards:

- A. Uniform Building Code (UBC)
- B. Uniform Fire Code (UFC)
- C. National Fire Protection Association (NFPA)
- D. American National Standards Institute (ANSI)
- E. Underwriters Laboratories (UL) (FPED)
- F. Factory Mutual (FM)
- G. American Society of Testing Materials (ASTM)

4.3.6 State's Provisions:

- A. Provide a riser, including a supervised main control valve, flow detector, and a riser supervisory system.
- B. Provide a feed main with a supervised branch shut-off valve.

4.0 – MECHANICAL (continued)

- C. Connect supervisory switch wiring to the Tenant's fire alarm panel. Connect the tenant's fire alarm panel to the State fire alarm panel.

4.3.7 Tenant's Requirements:

- A. Install new cross and branch mains piping including a water-flow switch and sprinkler heads as required or needed and connect to the supervised shut-off valve provided by the State.
- B. Signal wiring from the branch line water-flow switch shall be terminated at the nearest State provided fire alarm terminal panel.
- C. Modify existing sprinkler cross and branch mains as required or needed.
- D. Relocate or install new sprinkler heads as required or needed.
- E. Maintain and repair the Tenant's sprinkler system as required or needed.
- F. Any damages or accidents affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's sprinkler system, shall be repaired by and/or the responsibility of the Tenant.
- G. For new lots, Tenant provides complete system including riser assembly, alarm check valves, alarm gong, supervisory system and fire department Siamese connection.
- H. If main feeds from the State are not available, provisions shall be made for future connections.

4.3.8 Materials and Methods:

- A. Underground Sprinkler Pipe: Ductile iron pipe with mechanical joints conforming to American Water Works Association (AWWA) C151.
- B. Above ground Sprinkler Pipe: Standard weight, black steel pipe. Type "L" copper pipe for 3" and under, only. Where permitted by NFPA, victaulic pipe and fittings may be used.
- C. Drain Lines: Standard weight galvanized steel.
- D. Valves: O, S & Y Underwriters pattern, iron body, brass trim. Apply two coats of Keysit #740 epoxy paint to valves exposed to weather.

4.0 – MECHANICAL (continued)

E. Pipe Hangers:

- (a) Horizontal Steel Piping: Hot dipped galvanized.
- (b) Horizontal Copper Piping: Copper plated.
- (c) Hanger Rods: Cadmium plated.
- (d) Seismic Pipe Connectors: Stainless steel braided for steel pipe, bronze braided for copper pipe.

F. Flow Meter: FM approved with annubar flow sensor.

G. Flow Switches: U.L. approved.

H. Pressure Gauges: White dial face, black needle with gauge locks and “snubbers”.

I. Sprinkler Heads: Listed in U.L. “Fire Protection Equipment Directory”.

CONSTRUCTION CRITERIA

4.3.9 Construction Administration:

- A. Comply with Article 87 of the Fire Code, Firesafety During Construction.
- B. All equipment shall be cleaned, including but not limited to, valves, piping and sprinkler heads. All debris and construction materials shall be removed from the property.
- C. Replace all sprinkler heads that are painted.

4.3.10 Tests and Chlorination:

- A. Tests: As required by referenced codes and standards, Fire Prevention Bureau and Airports Division.
- B. Test pressures: Not to exceed manufacturer’s pressure ratings for valves and equipment. Remedy all defects.
- C. Chlorination: Eight hours with chlorine content not less than 50 – parts per million (ppm). Flush system clean until residual chlorine content is less than 0.2 ppm.

5.0 - ELECTRICAL

5.1 – GENERAL CRITERIA

5.1.1 Standards: The electrical design and construction of the project shall conform to all Federal, State and City & County codes, laws, ordinances and orders. All materials and workmanship shall conform but not be limited to the following applicable codes and standards:

- A. American National Standards Institute (ANSI)
- B. American Society for Testing and Materials (ASTM)
- C. Illuminating Engineering Society (IES)
- D. National Board of Fire Underwriters (NBFU)
- E. National Electrical Code (NEC)
- F. National Electrical Manufacturer's Association (NEMA)
- G. National Fire Protection Association (NFPA)
- H. Underwriter's Laboratories, Inc. (UL)
- I. FAA Advisory Circulars

5.1.2 Design Documents/Submittals: At a minimum, the electrical drawings, specifications and submittals shall be clear and thorough to meet or exceed professional standards of practice. The drawings and/or specifications shall include but not be limited to the following:

- A. Electrical Symbols & Legend
- B. Lighting System
- C. Power System
- D. Fire Alarm System
- E. Telephone System
- F. Communications System
- G. Security System
- H. Public Address System

5.0 – ELECTRICAL (continued)

- I. Special Equipment
- J. Panel Schedules
- K. Single-line Diagrams
- L. Electrical Site Plans
- M. Energy Code Compliance Calculations
- N. Illumination Level Calculations
- O. Voltage Drop Calculations
- P. Short Circuit Calculations
- Q. Catalog Cut Sheets For Lighting, Power, Fire Alarm, Telephone, Communications, Security and Public Address Systems

5.2 – DESIGN CRITERIA

5.2.1 Lighting System

- A. The tenant is responsible for all light fixtures within the leased area. This area includes building exteriors for stand-alone buildings. If applicable, window display lighting shall be the responsibility of the tenant. Emergency lighting in the leased area shall be the responsibility of the tenant and shall be provided to satisfy all codes and standards.
- B. All illumination levels shall conform to the recommendations provided by the IES.
- C. Light Fixtures: All light fixtures shall be energy efficient, commercial grade type with standard lamps and ballasts. Avoid use of non-standard lamps and ballasts.
 - (a) Lamps:
 - (i) Fluorescent tubes shall be 32 watt, T-8, rapid start, 3500K, 82 CRI, or better.
 - (ii) Compact fluorescent lamps shall be 3500K, 82 CRI, or better, wattage as required.

5.0 – ELECTRICAL (continued)

- (iii) High intensity discharge lamps shall be high pressure sodium, metal halide or low pressure sodium (for exterior applications on the island of Hawaii).
 - (iv) Incandescent lamps shall be used for specialty or accent lighting systems, only.
- (b) Ballasts:
 - (i) Fluorescent ballasts shall be electronic type, rapid start, Class “P” with “A” sound rating or better. All electronic ballasts shall have a maximum of 10% total harmonic distribution, a ballast factor of 95% minimum and a nominal power factor of 90% or higher.
 - (ii) High intensity discharge ballasts shall be constant wattage autotransformer or regulator type, high power factor.
- (c) Emergency Lighting:
 - (i) All fluorescent light fixtures for emergency use shall include a self-contained battery pack for operation during power outages. If a stand-by power system or redundant power system is available, then the light fixtures may be connected to these systems in lieu of the battery pack.
 - (ii) Exit sign lights shall be light emitting diode (LED) type provided with a self-contained battery pack for operation during power outages. If a stand-by power system or redundant power system is available, then the exit sign lights may be connected to these systems in lieu of the battery pack.
- (d) Lighting Controls:
 - (i) For interior locations, occupancy sensors or dimming systems shall be considered for energy conservation purposes.
 - (ii) For exterior locations, photoelectric switches or time switches shall be utilized to control night light or curfew light circuits.
 - (iii) Light switches shall be non-mercury, quiet, 20 amperes, 120-277V, silvered contacts.

5.0 – ELECTRICAL (continued)

5.2.2 Power System

A. Service & Distribution:

- (a) Tenant is responsible for obtaining service from local utility company. Hawaiian Electric Company (HECO) distributes primary power throughout Honolulu International Airport at 11.5KV, 3-phase. The concourses and terminals contain transformer substations which meter and step-down power to 480Y/277V, 3-phase, 4-wire for distribution.
- (b) Secondary power is distributed at 480Y/277V, 3-phase, 4-wire and 208Y/120V, 3-phase, 4-wire throughout the concourses and terminal. The tenant may tap power from either of these systems after verifying the system capacity for the new loads. Final approval to tap power from either system must be obtained from the DOT-A.
- (c) The tenant is responsible for providing a state controlled, kilowatt-hour check meter (with output that can be interfaced to the State's energy monitoring and control system -EMCS) and main disconnect device for service to the leased area. Interfacing to EMCS shall also be tenant's responsibility. This meter and main disconnect device shall be located in the State controlled electric room where the power is tapped from. The tenant must obtain authorization from the DOT-A for access into the electric room.
- (d) For stand-alone buildings, local utility company service must be requested by the tenant to serve the building. The tenant shall provide a transformer substation, including a kilowatt-hour meter, to step-down the power for distribution in the building. The tenant is also responsible for the power distribution system within the building.
- (e) The tenant is responsible for his own power distribution system within the leased area. All electrical equipment provided for this system, including panelboards, step-down transformers circuit breakers, disconnect switches, etc., must be contained within the leased area. If emergency power is required, the tenant shall provide his own equipment. Access to the State's emergency power system is not allowed.
- (f) The tenant shall provide a temporary power system during construction if construction power is required. The cost of the power usage shall be the responsibility of the tenant.

5.0 – ELECTRICAL (continued)

B. Interior Electrical

(a) Switchgear:

- (i) The vertical and horizontal bus may be aluminum type, fully rated throughout the length of the switchgear.
- (ii) The switchgear shall have front and rear alignment.
- (iii) The switchgear structure shall be formed-up steel channels bolted together to form a rigid structure which steel side sheets and front and rear covers bolted.
- (iv) Provide a utility metering compartment, if required, and circuit protective device compartments in the switchgear.
- (v) The switchgear housing shall be painted with light gray enamel over a rust inhibiting treatment after fabrication and before assembly.

(b) Panelboards:

- (i) The panelboards shall have copper bussing, door, trim, directory and plastic nameplate.
- (ii) Circuit breakers for the panelboards shall be molded case, bolt-on type. Multiple-pole circuit breakers shall be factory assembled for the number of poles required. No twin type circuit breakers are allowed.

(c) Dry-type transformers: Heavy duty type, constant potential, class H insulation with average sound level not exceeding 55 decibels for indoor type.

(d) Convenience Receptacles:

- (i) Single and duplex, 20 amperes, 125 volt, back and side wired, grounding type.
- (ii) Ground fault interrupting receptacles shall have test and reset buttons with 5 milliamperes maximum leakage current.

(e) Raceways:

- (i) Electrical metallic tubing (EMT) shall be used in concealed interior locations and where exposed in interior locations

5.0 – ELECTRICAL (continued)

above 4'-0" above the finished floor level. EMT shall not be used in exterior locations, exposed locations below 4'-0" above the finished floor level or in poured concrete floors and walls.

- (ii) Galvanized rigid steel conduits (GRC) shall be used in exterior locations, exposed locations below 4'-0" above the finished floor level and in poured concrete floors and walls.
 - (iii) Polyvinyl chloride conduits (PVC) shall be used in all locations below grade, either direct buried or concrete encased and under concrete slabs. All distribution feeders shall be concrete encased.
 - (iv) Flexible metallic conduits shall be used in accessible ceiling spaces for connection to light fixtures or for connecting electrical equipment subject to movement or vibration. Flexible metallic conduits shall be liquidtight in wet/damp locations.
 - (v) The minimum raceway size shall be $\frac{3}{4}$ ".
- (f) Conductors:
- (i) All conductors shall be stranded copper.
 - (ii) Conductor insulation shall be THHN/THWN for interior installations; XHHW for exterior and below grade installations. RHW-USE insulation may be used for below grade installations.
- (g) Outlet and Small Junction Boxes:
- (h) For dry interior locations, pressed, zinc-coated steel, 4 inch by 4 inch by 1- $\frac{1}{2}$ inch deep minimum. In ceiling spaces, 4 - $\frac{11}{16}$ inch by 4 - $\frac{11}{16}$ inch by 2 - $\frac{1}{8}$ inch deep.
 - (i) For exterior locations, stainless steel, factory finished with threaded hubs for conduit connection.
- (i) Device and Cover Plates:
- (i) For interior locations, stainless steel, dull finish and/or 10B satin bronze finish with suitable hole for device.
 - (ii) For damp locations, cast metal, neoprene gasket with a spring hinge.

5.0 – ELECTRICAL (continued)

- (iii) For wet locations, plug may be connected without affecting the nature of the cover.

C. Exterior Electrical

- (a) All manholes and handholes in roadways or driveways shall be provided with heavy-duty traffic rated covers. Local utility company standard drawings (ie. those of HECO and Verizon Hawaii) shall be followed for all installations.
- (b) All service entrance conduits shall be concrete encased.
- (c) Obtain approval from the respective utility companies when exterior work involving the utilities is required.

5.2.3 Fire Alarm System

A. Tenant Spaces Within State Operated Buildings

- (a) The tenant shall provide a stand alone automatic fire alarm system panel for his leased area in accordance with the applicable fire codes and the NFPA standards.
- (b) The tenant or a designated representative shall monitor the fire alarm system twenty-four (24) hours a day. In the event of an alarm, the tenant or designated representative shall notify the proper authorities immediately.
- (c) The fire alarm system shall be addressable type, electrically supervised and operate on low voltage. The system shall be in compliance with ADA guidelines and shall include manual pullstations, audible and visible signaling devices, and smoke detectors.
- (d) The fire alarm system shall supply two dry contacts (one for alarm & the other for system trouble) for connection to the State's Fire Alarm Secondary Annunciation System (FASAS). An interface point shall be established by the State for interconnection to the tenant's fire alarm system. The tenant shall be responsible for providing the connection cable in conduit from his fire alarm system to this interface point. The tenant's system shall be tested annually to demonstrate that it is operational and compatible with the FASAS.

5.0 – ELECTRICAL (continued)

B. Tenant-Operated Stand-Alone Buildings

- (a) The tenant shall provide a stand-alone automatic fire alarm system within the building in accordance with the applicable fire codes, NFPA standards and ADA guidelines. The tenant's fire alarm system shall be tested annually to demonstrate that it is operational and functioning properly.
- (b) The tenant or a designated representative shall monitor the fire alarm system twenty-four (24) hours-a-day. In the event of an alarm, the tenant or designated representative shall notify the proper authorities immediately.
- (c) The tenant's fire alarm system is not required to be connected to the State's FASAS.

5.2.4 Telephone / Communication System

A. Telephone System

- (a) The Tenant will pay for all telephone equipment, materials (ie. cables) and labor necessary to install its telephone system. The State will provide access to its nearest telephone / communications room for use by the tenant for cabling and other work requiring access to the local exchange network. The Tenant shall route telephone cable in conduit to the nearest State controlled Telephone / Communications Room for connection to the local telephone system (ie. Verizon Hawaii). Access to sensitive State Telephone / Communications rooms must be coordinated with the State.
- (b) The State has its own Private Automated exchange (PAX) system. The Tenant may request for service from this system in order to facilitate internal communications. An interface point shall be established by the State for interconnection to the Tenant's telephone system. The State will determine the cost of the PAX service based on the number of lines. Installation charges and monthly recurring fees will apply. Billing for recurring costs will be monthly and will vary based on the amount of features requested.
- (c) Any damage or accidents incurred affecting the Tenant's property, other property, or any persons due to the installation or usage of the Tenant's telephone system shall be repaired by and/or the responsibility of the Tenant. If the Tenant fails to do so, the State will make the repairs at the Tenant's expense.

5.0 – ELECTRICAL (continued)

B. Communications System

- (a) All communications equipment, materials (ie. cable) and labor necessary to install and operate a complete communications system, within the leased area, shall be at the Tenant's expense. The Tenant shall submit a request to the State for the installation of such a system. The request must indicate the intent and description of the system.
- (b) The Tenant shall route communications cable in conduit to the nearest State controlled Communications Room for connection to the airport communications system. An interface point shall be established by the State for interconnection to the Tenant's communications system.
- (c) Any damage or accidents incurred affecting the Tenant's property, other property, or any persons incurred due to the installation or usage of the Tenant's communications system shall be repaired by and/or the responsibility of the Tenant. If the Tenant fails to do so, the State will make the repairs at the Tenant's expense.

C. Public Address System

- (a) If any public address system is to be utilized by the tenant, only a stand alone public address system, meeting all ADA requirements (ie. text screens), will be permitted for his leased space. It shall be the responsibility of the tenant to ensure that there is no interference with the airport public address system outside of his leased area.

5.2.5 Security System

- A. The tenant shall provide a stand alone security alarm system for his leased area. It shall be the responsibility of the tenant to control access to restricted areas of the airport. If unauthorized access occurs, the tenant is responsible to notify the State's airport security office immediately.

5.2.6 Community Antenna Television System (CATV)

- A. All CATV equipment, materials (i.e. cable) and labor necessary to install and operate a complete CATV system, within the leased area, shall be at the tenant's expense. The Tenant shall submit a request to the State for the installation of such a system. The request must indicate the intent and description of the system.

5.0 – ELECTRICAL (continued)

- B. The Tenant shall route CATV cables in conduit to the nearest State controlled Communications Room for connection to the CATV system. An interface point shall be established by the State for interconnection to the Tenant's CATV system.
- C. All CATV equipment and cabling that are required to be mounted or routed outside of the leased area must be coordinated with and approved by the DOT-A.

5.3 – CONSTRUCTION CRITERIA

5.3.1 General Requirements

- A. The tenant's Contractor shall furnish all materials, labor, tools and equipment required to install all work, complete, as indicated in the design documents.
- B. All materials shall be new and bear the UL approval label.

5.3.2 Lighting System

- A. Fixture supports for light fixtures shall be of sufficient strength to support at least four times the weight of the fixture. Support all light fixtures weighing more than fifty pound separately from the outlet box. Light fixtures shall be arranged to hang vertically unless otherwise noted. Provide additional mounting hardware, as required, to mount light fixtures.

5.3.3 Interior Electrical

- A. Raceways:
 - (a) All exposed raceways shall be installed parallel or perpendicular to structural or architectural elements. Raceways shall be securely fastened in place with two-hole galvanized pipe straps with screws, approved beam clamps or approved single or gang pipe hangers spaced not more than five feet apart. Vertical runs shall be supported at intervals not exceeding five feet with approved clamp hangers.
 - (b) Raceway bends and offsets shall be made with hickey or conduit bending machine. Bends shall be made so that interior cross sectional areas are not reduced.
 - (c) The use of running threads is not allowed. Where the use of standard threaded couplings is not possible, use approved watertight conduit unions.

5.0 – ELECTRICAL (continued)

- (d) Cap raceways during construction with plastic or galvanized pipe caps to prevent entry of dirt or moisture. All raceways shall be swabbed out and dried prior to conductors or cables being pulled in.
- (e) Raceways shall be mounted clear of other piping, valves or mechanical equipment.
- (f) Insulating bushings and two locknuts shall be installed on the end of every run of raceway at sheet metal enclosures.
- (g) Securely fasten raceways to outlet boxes and to structure support.
- (h) Pass a smooth, bullet-shaped, wooden mandrel through all conduits below grade to test for burrs or obstructions. The mandrel shall be 12" long and have a diameter which is $\frac{1}{4}$ " less than the diameter of the conduit unless otherwise indicated. If burrs or obstructions are encountered, repair the section of conduit at no additional cost.
- (i) Provide pullstring in all empty raceways after raceways are cleaned. Pullstring shall be 200-pound nylon type.
- (j) Provide expansion couplings for raceways passing through expansion joints.
- (k) Provide fire stopping for all raceway penetrations of fire rated walls or ceilings.

B. Conductors:

- (a) Mechanical means for pulling shall be torque-limiting type and not used for #2 AWG and smaller conductors.
- (b) Pulling tensions shall not exceed the conductor manufacturer's recommendations.
- (c) Powdered soapstone may be used as a lubricant for drawing conductors through raceways.
- (d) Splices shall be made in accordance with the NEC. Splices shall be reinsulated. Remove all sharp points that can pierce tape. Splices made in underground pullboxes shall be watertight.

5.0 – ELECTRICAL (continued)

C. Boxes and Enclosures:

- (a) Boxes on exterior walls shall be weatherproofed, stainless steel with threaded hubs and mounting ears.
- (b) Outlet boxes in hollow tiles or concealed in other locations shall be provided with extensions or raised rings of such depth that metal will be flush with surrounding surface or opening.
- (c) Provide a minimum of 2'-0" offset between flush mounted boxes located on opposite sides of a fire rated wall.

D. Light Switches: Switches shall be installed 4'-0" to center above the finished floor and four inches from door casings to center of switch for single gang switches and the same distance to center of switch nearest casing for multi-gang switches.

E. Convenience Receptacles: Receptacles shall be mounted horizontally, eighteen inches above the finished floor unless otherwise noted.

F. Finishing:

- (a) All drilling, cutting, notching and patching required for installation shall be finished in a first class condition and be subject to acceptance by the DOT-A.
- (b) Close all unused or abandoned knockouts in boxes or enclosures with metal cap matching the rating of the box or enclosure.
- (c) Wipe clean all exposed raceways or boxes with rag and solvent. Unfinished raceways and boxes shall be prime painted and finished to match the background finish. Factory finished enclosures shall not be painted.
- (d) Attachment of electrical equipment to wood shall be by wood screws; attachment to concrete by expansion anchors or powder charge driven studs and anchors with prior approval.

G. Testing and Inspection:

- (a) If the DOT-A discovers any errors, the tenant's Contractor, at his own expense, shall take the necessary remedial action.

5.0 – ELECTRICAL (continued)

- (b) Interior installations, 600V and less, shall be tested for insulation resistance after all wiring is installed and ready for connection to fixtures, outlets and equipment. Using a 500V megger, measure and record the insulation resistance from phase to phase and phase to neutral. Turn over a copy of all records to the DOT-A.
- (c) The tenant's Contractor shall retape splices that have been bared for inspection. All portions of the electrical system shall be tested for proper operation and accidental grounds.
- (d) If test or inspection reveals faulty equipment or installation, the tenant's Contractor shall take corrective action, at his own expense, as directed by DOT-A.

5.3.4 Exterior Electrical

A. Trench Excavation:

- (a) Trench widths and depths shall be sufficient to accommodate proper installation of conduit banks. The bottom of the trench shall be flat and smooth.
- (b) Trenches shall be widened at equipment pads, handholes and pullboxes to permit proper entry of conduits.
- (c) All trench excavations for handholes and pullboxes in excess of the required depths shall be filled with concrete or crushed lava rock.
- (d) Trenches for utility company conduits shall be inspected and approved by the respective utility company inspector before conduits are installed.

B. Backfill:

- (a) Utility company ducts, handholes and pullboxes shall be inspected and approved prior to backfilling.
- (b) Backfilling shall be to finish grades matching existing conditions. Backfill material shall be free of wood and debris.
- (c) Backfill material shall be placed in maximum of 12" layers in loose thickness before compacting. Backfill material shall be thoroughly compacted with hand or mechanical tampers. Tamping utilizing the wheels or tracks of a vehicle is not allowed.

5.0 – ELECTRICAL (continued)

C. Conduit and Duct Banks:

- (a) Apply thin coat of sealing compound on conduits and ducts at couplings and bells.
- (b) Provide duct seals at entry points into handhole or pullboxes to prevent water from flowing between handholes and pullboxes.
- (c) Anchor duct bank prior to pouring concrete encasement to prevent ducts from floating.
- (d) When pouring concrete, prevent heavy masses of concrete from falling directly on the ducts. If unavoidable, provide planks for protection. Direct flow of concrete down the sides of the duct bank to the bottom allowing concrete to rise between ducts, filling all spaces uniformly. Work a long, flat spatula liberally and carefully up and down the vertical rows of ducts to eliminate voids in the concrete.
- (e) Cure concrete for a minimum of 72 hours before permitting traffic and/or backfilling.
- (f) Provide a four inch wide warning tape, yellow in color with black imprinted message “WARNING – ELECTRIC (or COMMUNICATIONS) CABLES BELOW” twelve inches below finish grade over ductlines. The color of the warning tape shall be as follows:

ELECTRIC – yellow
COMMUNICATIONS - orange

D. Concrete Work:

- (a) Concrete shall be ready mixed according to ASTM C94-47. Free drop of concrete shall be limited to five feet.
- (b) Placing: Clean and remove all debris from inside of forms and trenches before placing concrete. Place on clean, damp surface free from water. Place in horizontal layers not exceeding 18”. Vibrate structural concrete thoroughly during and immediately after placing to ensure dense watertight concrete.
- (c) Forming: Forms shall be of good, sound lumber treated with non-staining form oil before each use.

5.0 – ELECTRICAL (continued)

- (d) Patching: Patch all voids, pour joints and holes before concrete is thoroughly dry. Use mortar of same proportions as original concrete.
- (e) Curing: Cure concrete using the impervious membrane method with liquid membrane compound. Apply two or more coats to obtain a total of one gallon for each 150 square feet of concrete surface.

B. SPECIFIC REQUIREMENTS BY PROJECT TYPE

In keeping with the character of each State airport, the Tenant's Design Consultant shall comply with the appropriate specific design standards and criteria set forth in this section. In addition, Tenant's Design Consultant shall also meet any minimum quality standards set forth by each individual airport.

Variance: The DOTA recognizes that situations arise which may warrant modification to these Tenant Improvement Guidelines (TIG). A written request for an exception shall be submitted to the Airport District Manager (ADM), stating the variance requested and the DOTA's applicable section of the guidelines. The DOTA will evaluate each request and will notify the tenant, in writing, of the decision within fifteen (15) working days.

- Support Facilities 6.0
- Pad Sites 7.0
- Ground Transportation 8.0
- Food / Beverage 9.0
- Retail 10.0
- Airlines 11.0
- Temporary Display/Decorations ...12.0
- Temporary Structures – Trailers....13.0

6.0 – SUPPORT FACILITIES

6.1 - General Design Parameters

- A. The Airport's primary concern with the design of Support Facilities focuses on design issues relevant to site development. The following items need to be addressed in the design of each individual support facility:
- | | |
|------------------------------|-----------------------------------|
| * Roads and Circulation | * Utilities and Service Easements |
| * Setbacks and Zoning Issues | * Off Street Parking |
| * Building Heights | * Density |
| * Site Coverage | * Orientation |
| * Walls and Fences | * Grading |
| * Signage | * Exterior Lighting |
| | * Landscape and Irrigation |
- B. Support Facilities vary in form and function and no clear standards can govern all facilities. Support facilities will be reviewed on an individual basis, and Tenants are encouraged to establish an on-going review process with the designated Project Manager from the Engineering Division (AIR-E) at DOT Airports to ensure their designs meet with airport approval.
- C. Generally, all support facilities shall conform to the following basic design criteria:
- Building design, roof type (flat, slope, etc.) shall be consistent with each Airport theme.
 - Zoning regulations should establish that buildings of a like scale and similar usage should be grouped together.
 - Entry and access into buildings should preferably be from south and east.
 - Setbacks and Site Coverage requirements (refer to 6.3 & 6.4)

6.2 - Buildings

A. General Information

- This section defines general design criteria that applies to the design of building structures at all DOTA Airports. Manual 1 should be consulted for specific instructions, policies and procedures that also apply.

6.0 – SUPPORT FACILITIES (continued)

B. Overall Continuity

- (a) DOTA desires to maintain an overall visual continuity to Airport development at each State airport, principally through uses of similar colors, materials, and methods of construction. This will permit DOTA to ensure a discernable, visual relationship among structures throughout each Airport statewide.

C. Aesthetic Requirements

- (a) The designer is required to submit to DOTA sketches that accurately depict the appearance of the proposed facility. These sketches shall include, but not be limited to, the following information:
 - 1. Type of material to be used in the outside wall construction.
 - 2. Color and texture of proposed outside walls.
 - 3. Signs, logos, etc. to be erected.
 - 4. General location of the lot.
 - 5. Significant landscaping proposed, such as berms, retaining walls, etc.
- (b) DOTA shall determine if the proposed facility meets the aesthetic values and objectives for each airport. DOTA will then approve or disapprove the facility as proposed. Disapproved proposals shall be modified so that the desired objectives are met.

D. Glare

- (a) It is imperative that all structures be glare controlled. Inherently high reflective materials, such as glass veneered curtain walls, shall not be used as a major building element. It is preferable to use non-reflective bronze glass as opposed to highly reflective silver or gold glass. All high sheen materials, such as aluminum or stainless steel panels, must be coated or clad with light-absorbing finish. Light colored aggregates on roofs are acceptable. Designers should review FAA requirements prior to final design.

E. Noise

- (a) All structures, whose primary function is to house people-oriented activities, shall be designed by the suitable combination of building materials and execution of construction details in accordance with established architectural and acoustical principles to reduce the noise between the outside and inside of the building to the following levels.

6.0 – SUPPORT FACILITIES (continued)

- (b) The methodology to be used shall be the Shell Isolation Rating (SIR) method set out by the U.S. Department of Commerce, National Bureau of Standards “Design Guide for Reducing Transportation Noise In and Around Buildings” – Publication: Building Science Series No. 84.
 - 1. Schools, churches, hotels, meeting facilities and other spaces where noise intrusion is more sensitive than average and would disrupt the intended operation of space – SIR 40 dB.
 - 2. Offices, shops, terminals, etc. where routine people-to-people and telephone communications occur frequently – SIR 30 dB.
 - 3. Warehouses, freight facilities and other structures not involving significant communication between individuals – No Limit.
- (c) The design shall take into account all possible paths into the facility to include, but not be limited to walls, roofs, windows, doors and ventilation openings.
- (d) Mechanical noise levels shall be controlled by proper design of the noise producing mechanical and electrical equipment such as fans, mixing boxes, diffusers, pumps, transformers, emergency generators, etc., so as not to exceed acceptable levels as set forth by industry standard criteria. The acceptable noise level shall be described in terms of NC (Noise Criteria) as defined by the ASHRAE Handbook, Systems Volume, [Sound and Vibration Control Chapter] latest edition (American Society of Heating, Refrigeration and Air Conditioning Engineers).

F. Environmental Design

- (a) The design of buildings should be sensitive to natural elements in planning wall openings, fenestrations, and building orientation. The Board desires energy efficient buildings and systems on the Airport property and solar protection should be considered for all fenestrations.

G. Permanency

- (a) It is the intent that all structures erected upon the Airport property be wholly permanent in nature. Temporary buildings, modular construction, etc. will be allowed only as a temporary measure and only with the tenure clearly expressed and defined at the time of Tenant application.

6.0 – SUPPORT FACILITIES (continued)

H. Exterior materials

- (a) It is the Airport's intention to maintain a consistent utilization of building materials on all Airport property. The following recommendations are to be used a guidelines and are most applicable in or near the Terminal Complexes:

1. Walls
2. Roofs
3. Entries
4. Door Locks

I. Exterior Mechanical Equipment

- (a) All visible equipment, whether roof or ground mounted, must be painted alike and screened from view wherever possible. Color for such equipment, including roll-up doors, mechanical equipment, metal canopies, piping, electrical equipment, etc., and any other equipment of specialized function, shall match. Specially designed screens, suitable plant materials, and architectural enclosures can be used for screening purposes depending on the facility and location. Roof mounted equipment must be concealed behind parapet walls or in a screened enclosure of approved materials. Equipment should be grouped in clusters, preferably a single cluster to minimize the number of visible screens.

6.3 - Setback Requirement

- A. Depends on airport location
- B. Refer to "Development Standards for Leased Airport Property", Procedure No. 7.7 (revised 1-6-95); State of Hawaii, Dept. of Transportation – Airports Division.
- C. Verify zoning requirement with City & County

6.4 - Site Coverage / Definitions

Air Cargo	The operation of a facility (facilities) for the handling and storage of cargo and mail.
Maintenance Hangars:	The operation of a facility for the maintenance and overhaul of air carrier aircraft, engines, parts, accessories, and equipment.

6.0 – SUPPORT FACILITIES (continued)

Airport Support Areas:	The operation of a facility by the State to support or protect the required activities of the airport, and (2) the operation of a facility by others to provide services that improve the overall effectiveness of the Airport.
Aviation Related:	The operation of a facility (or facilities) which are dependent upon proximity to the Airport for their effective performance or which enhance transportation and commerce within the airport area.
General Aviation (FBO) (Commercial)	The operation of a hangar and related building facilities by a business involved in the sale to the general public of services related to the operation, maintenance and servicing of general aviation aircraft.
General Aviation (Non-Commercial)	The operation of a hangar and related business facilities by an industrial, corporate, or business Tenant to hangar one or more aircraft it owns or operates solely in connection with the internal conduct of Tenant's business for the transporting of the Tenant's personnel, materials, and products.
Minimum Landscape (SITE)	Refers to the portion of the surface area of each building site that must be covered by landscaping, expressed as a percentage of the Building site, excluding landscaping coverage included in the Parking areas.
Minimum Landscape (Parking)	Refers to the portion of the surface area of each building site that must be landscaped within the parking areas on the Building Site.

7.0 – PAD SITES, STORAGE TANKS & OTHER AIRFIELD PROJECTS

7.1 Submittal Requirements - General

A. Schematic Design Phase

- (a) All existing terminals, runways, taxiways, taxi lanes, aprons, ground support equipment areas, emergency roads, buildings and structures, contours, underground utilities, signs, etc. in the immediate area of the project site or relevant to the proposed work should be shown.
- (b) All existing FAA NAVAIDS, duct banks, guidance signs, lighting fixtures, electrical ducts, vaults, handholes, and circuit locations should be shown and identified.
- (c) Horizontal and vertical layouts for all proposed pad sites, airfield paving, emergency roads, and drainage features.
- (d) Layouts for proposed airfield electrical circuits, NAVAIDS, underground utilities, etc.
- (e) Limits and dimensions of all object free areas, safety areas, exclusion zones, NAVAIDS, critical areas, and FAR part 77 airspace surfaces that affect project site.
- (f) Locations of proposed buildings, signs, NAVAIDS, AOA fences, etc.

B. Construction Documents Phase

- (a) All proposed paving and facilities.
- (b) Proposed grading and surface contours.
- (c) Final profiles and flowlines for all drainage systems.
- (d) Site access points and haul routes.
- (e) Typical paving, jointing, sealing, drainage, electrical utilities, etc.
- (f) All required sections and details.

7.2 Submittal Procedures – Above ground storage tank / Spray booth

- A. *Tenant* to submit conceptual site, construction and operational plans for the State's comments & approval.
- B. *Tenant* to submit final tenant site, construction and operational plans submitted for State approval along with a City and County Building Permit.
- C. *State* to review final plans and, if approved, issue a letter of approval and lease approval to airport tenant. This letter will direct

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

tenant to obtain a Flammable and Combustible Tank Permit from the City and County.

- (a) City and County Fire Department will require a copy of the State's approval letter and also two copies of the tenant's approved plans.
- (b) City and County Fire Department will review plans for fire code compliance and coordinate approval with the airport tenant.
- D. *Tenant* will furnish the State a copy of the C&C Fire Department approval and a Spill Prevention Countermeasure and Control Plan (if necessary).
- E. *State* will issue a "Airport Building Permit" and if necessary, a "construction right of entry" to the tenant.
- F. For Spray Booth, Tenant is required to obtain approval from Airport Fire Chief and H.I.O.S.H.
- G. Upon completion of the project, *Tenant* shall submit a letter certifying the proper installation for record keeping purposes to the State and C&C Fire Department.
- H. *Tenant* to furnish the State with a copy of the Flammable and Combustible Tank Permit issued by the C&C Fire Department prior to commencing with operations.
- I. *State* personnel and C&C Fire Department may elect to conduct a site inspection to verify proper installation.
- J. For further information, refer to the "General Procedures and Guidelines for Tank Installation Permits".

7.3 Above ground tank - Guidelines

- A. Aboveground tanks over 100 gallons in capacity permanently installed or mounted and used for the storage of Class I, II & III-A liquids shall be provided with the means of identifying the flammability, reactivity, and health hazards of the tank contents in accordance with Section 79.109.
- B. Aboveground tanks storing Class I, II or III-A shall be of concrete, masonry or protected steel.

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

- C. Concrete pads shall be provided for aboveground tank installations and shall be extended to a minimum of 18 inches from the outside measurements of the tank assembly.
- D. Provide adequate setbacks that comply with regulations as established in the “General Procedures and Guidelines for Tank Installation Permits”, for the installation of aboveground tanks. NFPA states setback shall be minimum 15’ from building. A reasonable distance to eliminate any fume irritation is 25’ from building.
- E. Vent piping shall be arranged so that flammable vapors will not enter building openings or be trapped under eaves or obstructions.
- F. Aboveground storage tanks shall be subjected to UL Standard 2085 for environmental exposure condition for aging, high humidity, and salt spray.
- G. Tanks shall be bonded or connected to a ground. The bond or ground or both shall be physically applied or shall be inherently present by the nature of the installation.
- H. All electrical equipment and wiring shall be of a type specified by and installed in accordance with NFPA 70.

7.4 Underground tank - Guidelines

- A. Underground tanks used for the storage of liquids shall be located a minimum of 3’-0” feet from basements, pits, cellars, and property lines. A minimum shell to shell separation of 18 inches shall be maintained between underground tanks.
- B. Underground storage tanks shall be provided with approved leak detection.
- C. Setback to the nearest building and/or property lines shall be a minimum of 3’-0”.
- D. Depth and Covering:
 - a. With 6” non-corrosive material surrounding it. Sand or Pea Gravel.
 - b. Minimum 2’-0” earth covering or 1’-0” earth with 4” concrete slab. (no vehicle traffic).

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

- c. If subject to traffic, use either 3'-0" earth or 18" tamped earth plus 6" of reinforced concrete or 8" of asphalt. Asphalt or concrete must extend 1'-0" beyond tank.
- E. Underground tanks to be anchored when required by code.
- F. Vents:
 - (a) To be 5'-0" away from windows or property lines that can be built on.
 - (b) To be 8'-0" above fill pipe opening and not less than 12'-0" above adjacent ground level.
 - (c) Pipes to be protected against damage.
 - (d) Pipes to be laid to prevent sagging and forming traps.
- G. Piping:
 - (a) Installed per UFC 79.701 requirements.
 - (b) To be hydrostatically tested at 150% of maximum of system or pneumatically tested to 110% maximum of system, but not less than 5# PSI pressure at the highest point.
- H. All electrical equipment and wiring shall be of a type specified by and installed in accordance with NFPA 70.
- I. Testing Procedures
 - (a) Tanks are to be tested prior to being used.
 - (b) Existing tanks may be required to be tested at the owner's expense if the fire chief has reasonable cause to suspect a leak.

7.5 Paint Spray Booth - Guidelines

- A. Spray booths are pre-manufactured, self-contained modules assembled on site. It should be noted that most spray booths have not been tested as an assembly and, therefore, are not "listed" units.
- B. Materials: Spray booths shall be substantially constructed of steel not less than No. 18 gage (.044 inch) in thickness or other approved noncombustible materials.
- C. Size: The area of a paint spray booth shall not exceed 1500 square feet nor 10 percent of the basic area permitted for the major use of

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

the building as set forth in Table No. 5-C of the Uniform Building Code.

- D. Surfaces: The interior surfaces of spray booths shall be smooth and continuous without edges and otherwise designed to prevent pocketing of residue, to permit the free passage of exhaust air from all parts of the interior and to facilitate washing and cleaning without injury.
- E. Floors: The floor shall be of noncombustible material or shall be covered with a noncombustible, non-sparking material of such character to facilitate the safe cleaning and removal of residue.
- F. Baffles: If installed, baffle plates shall be of a noncombustible material readily removable or accessible to facilitate cleaning and designed to provide an even flow of air through the booth and to prevent the deposit of over-spray before it enters the exhaust duct. Such plates shall not be installed in the exhaust ducts.
- G. Deflectors: Each spray booth having a frontal area of more than 9 square feet and which is not equipped with doors shall have a metal deflector or fire curtain not less than 4-1/2 inches deep installed at the upper outer edge of the booth over the booth opening.
- H. Separation: Each spray booth shall be separated from other operations by not less than 3 feet, or by a wall or partition, or by a greater distance as DOTA may require.
- I. Clear Space: All portions of a spray booth shall be readily available for cleaning, and a clear space of not less than 3 feet shall be kept free of storage or combustible materials.
- J. Light Fixtures: When spray booths are illuminated, it shall be done through heat-treated or hammered wire glass. Fixed lighting units only shall be used as a source of illumination, and panels shall be arranged so as to minimize breakage and so that normal accumulation of residue on the exposed surface of the panel will not be raised to a dangerous temperature by radiation or conduction from the source of illumination.
- K. Exit Doors: Exit doors from pre-manufactured paint spray booths may be 2 feet 6 inches by 6 feet 8 inches.

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

- L. Ventilation Requirements: All spraying areas shall be provided with mechanical ventilation adequate to prevent the dangerous accumulation of vapors. Mechanical ventilation shall be kept in operation at all times while spraying operations are being conducted and for a sufficient time thereafter to allow vapors from drying coated articles and dry finishing material residue to be exhausted.
- M. Alternate methods of construction for Spray Booths must be approved by the DOTA and Fire Chief.

8.0 – GROUND TRANSPORTATION

8.1 - Baseyards:

- A. The following are minimum standards of construction for improvements to be provided by the tenants of ground transportation baseyards at airports:
- (a) All construction shall be with new materials and first-class workmanship equal to acceptable standards of practice for industrial construction and shall meet all applicable codes and regulations.
 - (b) Tenants shall be responsible for obtaining building permits required by the County.
 - (c) Buildings shall be setback a minimum of 10 feet from property lines.
 - (d) Grease traps shall be provided to collect all petroleum product spills.
 - (e) Drainage from car wash areas will not be permitted to be discharged outside of the leased premises. Wash water must be recycled or sent to County sanitary sewer. It may not go into storm drain system.
 - (f) Leased premises shall be fenced on all sides with 6-foot high chain-link fence with top rail. Fences between adjacent properties shall be directly on property line.
 - (g) Signs shall not exceed 18 inches in height and shall not be located higher than the top of the building. Illuminated signs, neon signs or other attention-gathering signs are prohibited.
 - (h) All plans shall be prepared by a registered architect or engineer and shall be submitted to the Airports Division and approved by said Division prior to start of construction.
- B. The above standards do not apply to existing improvements except items (e), (f), (g) & (h) which shall be performed by the tenant within six months of the effective day of the new ground transportation lease. All new construction and additions to existing facilities shall comply with all items.

9.0 – FOOD / BEVERAGE

9.1 - General Design Parameters

- A. The following general standards pertain to all Food & Beverage Concessionaires located in the terminal complex.
- B. The Food & Beverage Concessionaire is reminded of potential abuse of its space by the airport luggage and bag carts and shall design the space with this in mind.
- C. Food and Beverage Preparation Facilities must be screened from public view.
- D. Walls may not be constructed directly in front of existing exterior glass curtain walls. If a wall is required in that area the Tenant shall be required to replace the glass panels with spandrel panels.

9.2 - Storefronts

- A. Storefronts shall be designed to be self-supporting between structural supports and shall be capable of accepting all live loads, dead loads, and seismic loads imposed and transfer all loads into building structure.
- B. Storefront shall be capable of expanding and contracting in all directions.
- C. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Phillips flat-head machine screws of compatible material shall be used.
- D. Entrance doors shall comply with building code requirements for barrier-free accessibility and the ADA Accessibility Guidelines. Doors which are single or double acting shall be self closing.
- E. Components of the storefront system shall be as follows:
 - (a) Framing members shall provide for flush glazing on all sides with no projecting stops. Minimum face dimension shall be 2-1/4" for horizontal and vertical members.
 - (b) Doors shall be aluminum stile and rail type. Frame shall be tubular with mechanical joints and concealed reinforcing plates. Doors shall be medium, or wide stile, 1-3/4" thick factory glazed. Thin stile doors may be used in certain low occupancy areas.
 - (c) Hardware shall be manufacturer's heavy duty units complying with ANSI A156.5, Grade 1.

9.0 – FOOD / BEVERAGE (continued)

9.3 - Wall Finishes

- A. Walls in food preparation and services areas shall be non-porous, easy to maintain materials.
- B. Recommended materials include: ceramic tile, stone tile, mirror, metal laminates, or solid surfacing plastic (Corian or equal).
- C. Wall finishes in the public areas shall be reviewed and approved through the Design Review Process.
- D. Vinyl wall coverings are not permitted in areas visible to the public.

9.4 - Flooring

- A. In the Food & Beverage preparation and service areas, thin set quarry tile or ceramic tile are required in all areas for maintenance, slip resistance, and waterproofing.
- B. Floor finishes in the public areas shall be reviewed and approved through the Design Review Process.
- C. All kitchen, food handling, and restroom facility's flooring shall have a waterproof finish extending to 100 percent of the Concessionaires space, including extending the waterproof finish a minimum of 6 inches up on the walls.
- D. Concessionaires shall also provide sealing and waterproofing at all floor penetrations per DOTA's specifications.

9.5 - Ceilings

- A. The ceilings shall comply with the General Design Standards and shall comply with all applicable health code requirements.
- B. Other high quality ceiling materials will be allowed in areas concealed from public view, provided they comply with applicable health code requirements.
- C. Ceilings in Concessionaire spaces shall be provided at the Concessionaire's expense, unless otherwise indicated.

9.0 – FOOD / BEVERAGE (continued)

9.6 - Furniture

- A. Concessionaires with interior seating shall provide high quality furniture that is compatible with the overall design of the space and with the aesthetics of the Airport.
- B. Furniture shall be provided at the Concessionaire's expense.
- C. Furniture shall be approved through the Design Review Process.

9.7 - Counters

- A. Counters are one of the key elements that contribute to the Concessionaire's overall identity and character. The counter area shall be flexible and creative in design.
- B. Concessionaires shall provide a clearly definable area for ordering and check-out.
- C. A counter height of 34 inches is required with the exception of counter-front display cases.
- D. A highly durable counter base shall be provided by the Concessionaire. The counter base shall be set back 4 inches from the counter-front to add variety and depth to the counter design. The height of the counter base shall be sufficient to accommodate customer toe space and cleaning equipment under the counter.
- E. The counter-front is to be a durable, high quality material consistent with the Concessionaire's overall design image. Careful attention must be paid to the detailing of materials and how adjacent materials join.
 - a) Suggested Counter-front Materials:
 - 1. Stone
 - 2. Metal
 - 3. Wood
 - 4. Glass
 - 5. Tile (consistency of multiple, complimentary colors and size variation).
 - 6. Solid surfacing plastic (Corian, Fountainhead, Surell, or equal)
 - 7. Other materials, as approved through the Design Review Process
 - b) Scrutinized Counter-front Materials:
 - 1. Plastic laminates
 - 2. Metal laminates

9.0 – FOOD / BEVERAGE (continued)

3. Glass block
 4. Countertop material must be durable, high quality, monolithic material. The Concessionaire is encouraged to add decorative elements such as wood or metal bullnose or a tile band along the face of the countertop.
- c) Suggested Countertop Materials:
1. Stone
 2. Stainless Steel
 3. Solid surfacing plastic (Corian, Fountainhead, Surell, or equal)
- d) Scrutinized Countertop Material:
1. Plastic laminates
 2. Metal laminates
 3. Glass
 4. Ceramic tile
 5. Wood

9.8 - Display Cases

- A. Food presentation is an important aspect of the Concessionaires' counter design. Display cases for food presentation and preparation may be installed within the counter area and must be designed as an integral element of the counter and shall be reviewed and approved through the Design Review Process.
- B. Display cases may be no more than 30 percent of the counter width, unless otherwise noted and may be a maximum of 4 feet 6 inches above the finished floor. The base of the display cases shall be set back 4 inches from the case front to accommodate customer toe space and cleaning equipment under the counter. All free standing display cases and coolers shall be reviewed and approved through the Design Review Process.
- C. All glass areas of the face and sides shall be clear glass. Framing, grilles, and other metal parts exposed to the public view shall be wood or polished metal, such as stainless steel or brass. The back of the case, when viewed from the public space, shall be clear glass or mirror glass. Display cases shall be internally illuminated. Display cases shall be provided by the Concessionaire at the Concessionaire's expense. All display and signage information shall be contained within the Tenant's lease line space.

9.9 - Sneeze Guards and Tray Slides

- A. If the Concessionaire incorporates a sneeze guard and/or tray slide, they must be custom designed as an integral part of the counter and must meet

9.0 – FOOD / BEVERAGE (continued)

health code requirements. The sneeze guards may be flush with the face of the front counter line and shall be no higher than 4 feet 6 inches above the floor. All joints are to be butt glazed glass to allow for maximum visibility. Transparent sheet plastic (Plexiglas) is not permitted.

- B. Tray slides are to extend no more than 6 inches beyond the face of the counter and are to be constructed of materials which are compatible with the counter.

9.10 - Clutter Free Appearance

- A. All Concessionaire areas visible to the public shall be carefully controlled to avoid a cluttered appearance. Dispensers for tray storage, cups, straws, cup covers, napkins, and condiment containers are to be recessed into the counter as an integral part of the counter design.

9.11 - Queuing Area / Devices

- A. Queuing devices shall be provided by the Concessionaire to direct and control customer lines within the Concessionaire's space, as deemed necessary by DOTA. Temporary queuing devices are allowed in DOTA space when utilized to control crowds in public space during peak periods. All devices shall be compatible with the overall design of the space. Concessionaires should adjust the use of queuing devices according to their peak business periods.
- B. Stanchion colors, finishes, and materials shall be approved through the Design Review Process.

9.12 - Back Walls

- A. A back wall may be built behind the counter separating the public serving area from the food preparation area. The back wall is at the Concessionaire's option; however, it is encouraged that a separation exists to maintain a clean and clutter free view from the public area. The design of the back wall is to be an integral element of the design of the Concessionaire's space and shall be provided at the Concessionaire's expense.

9.13 - Equipment, Fixtures, and Furnishings

- A. All equipment, fixtures, and furnishings shall be provided by the Concessionaire at the Concessionaire's expense. The equipment and its placement are important visual elements of the overall design and appearance of the space. Careful consideration is to be given to each piece

9.0 – FOOD / BEVERAGE (continued)

of equipment in the areas visible to the public. The furniture styles should be compatible with the overall design and the aesthetics of the public area.

- B. All cash registers, drink dispensers and other equipment shall be recessed in the front countertop and are to be set back a minimum of 6 inches from the front counter edge. All equipment on the front counter is subject to Design Review by the DOTA, and no piece of equipment may exceed the 4 feet 6 inches height limit above the floor.
- C. Simulated wood grain finishes are not permitted on any equipment. Natural metal, glass, or porcelain finishes are acceptable.
- D. Condiment containers, napkin holders, and other containers are to be considered elements of design on the front counter and are to complement and be consistent with the colors and materials of the space. None of these elements are permitted on the top of sneeze guards or other pieces of equipment. All bulk paper goods and supplies are to be stored in areas not visible to the public.
- E. Counters with stools, and/or tables and chairs may be used within the space. Furniture layouts must allow for easy circulation for customers with luggage.
- F. All furniture elements shall be reviewed and approved through the Design Review Process and shall be below four(4) feet high to allow for unobstructed views.
- G. Umbrellas and other high elements will not be allowed in the Terminal Building public area, unless approved by the ADM.

10.0 – RETAIL

10.1 - General Design Parameters

- 10.1.1 The following guidelines pertain to all Retail Concessionaires located in the terminal complex.
- 10.1.2 Refer to “Overseas Terminal Design Guidelines” (HNL) as quality reference standard for other airport locations.
- 10.1.3 The Tenant is reminded of the potential abuse of its space by the airport luggage and bag carts, and shall design the space with this in mind.

10.2 - Storefronts

- 10.2.1 The Concessionaire shall provide a storefront within the storefront area and is encouraged to be creative in the design to establish a distinctive and inviting image. The materials used in the storefront shall be of high quality materials which are compatible with the public areas of the concourses.
- 10.2.2 The storefront area shall include an overhead soffit which extends the entire length of the storefront entry. This soffit shall separate the DOTA provided ceiling from the Concessionaire-provided ceiling and creates a Concessionaire sign band. Additionally, the soffit shall house the overhead coiling security grille. The Concessionaire shall use the DOTA standard grille to provide continuity throughout the Airport. The Concessionaire shall provide the storefront, soffit, and security grille at the Concessionaire’s expense.
- 10.2.3 In some concourse locations, the Concessionaire is provided with an extensive storefront wall which fronts the concourse. The storefront wall should contain windows and displays that showcase the Concessionaire’s internal space and merchandise. These display windows should exhibit the quality and creativity of storefront displays and shall not be used as whole merchandising units. Displays shall be aesthetically pleasing and professionally arranged. The quality of finishes and materials used in these display windows shall be commensurate with the materials used in the concourse. To accurately review the proposal, DOTA requires the Concessionaire to provide the specifications for merchandise displays in windows, including material samples, artistic renderings, and photographs of similar finished units.
- 10.2.4 Storefront Base: The Concessionaire shall incorporate an approved base along their storefront to match the height of the adjacent DOTA-provided base.
- 10.2.5 Interior Display Walls at Exterior Windows:

10.0 – RETAIL (continued)

- A. In some locations, the Concourse Retail Concessionaire has an exterior window. In the event that the Concessionaire prefers to have a display wall, an interior wall may be built in front of the window. This wall shall be a minimum of 4 inches from the window wall and shall be finished to 6 inches above the finished ceiling. Air vents shall be provided at the base of the wall to allow for air circulation.
 - B. The Concessionaire shall provide a DOTA standard horizontal blind along the length of the window which shall be installed in the down / closed position prior to the installation of the interior wall. The blind will conceal the unfinished back side of the interior wall from view outside of the building. The interior display wall shall be provided at the Concessionaire's expense.
- 10.2.6 Display Lighting: The Concessionaire shall provide lighting specially designed to highlight the merchandise displays. Display cases shall be internally illuminated. Display lighting shall be provided at the Concessionaire's expense.
- 10.2.7 Storefronts shall be designed to be self-supporting between structural supports and shall be capable of accepting all live loads, dead loads, and seismic loads imposed and transfer all loads into building structure.
- 10.2.8 Storefronts shall be capable of expanding and contracting in all directions. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Philips flat-head machine screws of compatible material shall be used.
- 10.2.9 Storefronts shall be capable of expanding and contracting in all directions. Concealed fasteners shall be used wherever possible. Where exposed, non-corrosive, Philips flat-head machine screws of compatible material shall be used.
- 10.2.10 Entrance door shall comply with requirements of the UBC for barrier-free accessibility and the ADA Accessibility Guidelines. Doors which are single or double acting shall be self closing.
- 10.2.11 Storefronts used to separate conditioned and unconditioned spaces shall include concealed, low conductance thermal barrier.
- 10.2.12 Components of the storefront system shall be as follows:
- A. Framing members shall provide for flush glazing on all sides with no projecting stops. Minimum face dimension shall be 2-1/4" for horizontal and vertical members.

10.0 – RETAIL (continued)

- B. Doors shall be aluminum stile and rail type. Frame shall be tubular with mechanical joints and concealed reinforcing plates. Doors shall be medium, or wide stile, 1-3/4" thick factory glazed. Thin stile doors may be used in certain low occupancy areas.
- C. Hardware shall be manufacturer's heavy duty units complying with ANSI A156.5, Grade 1.

10.3 - Carts and Kiosks

10.3.1 Guidelines

- A. To meet the varying needs of passenger service at Hawaii State airports, carts and kiosks shall be placed in public areas where the DOTA has provided ceiling and floor materials. The location and size of the carts and kiosks shall be determined by the ADM.
- B. Carts are small, readily moveable concession units, designed to be creative and fun, that offer a limited variety of products. The maximum space allotted for the cart will be determined by DOTA.
- C. Kiosks are free-standing concession units ranging in size from 100 to 300 square feet which offer customers a greater variety of products.
- D. The Concessionaire shall provide the Cart, Kiosk and all accessories. Carts and Kiosks shall be designed, fabricated, and installed by the Concessionaire at their expense.
- E. Cart closure system: The Cart must be designed using a roll-down shutter system with closure at lease line.
- F. The Concessionaire shall note that all public areas in the Terminal are constantly subjected to high concentration and movement of people. Therefore, the location and size of the kiosks and carts shall not impede the queuing and circulation of people. The DOTA will scrutinize the Kiosk floor plan layout and placement to ensure that adequate floor space around the Kiosk is maintained for queuing.

10.3.2 Variance

- A. The DOTA recognizes that situations arise which may warrant modification to these Tenant Improvement Guidelines. A written request for an exception shall be submitted to the Design Review

10.0 – RETAIL (continued)

Committee, stating the variance requested and the DOTA's applicable section of the guidelines.

- B. DOTA will evaluate each request and will notify the tenant, in writing, of the decision within ten(10) working days.

10.3.3 Cart and Kiosk Concession Standards

A. Cart / Kiosk Materials

- a) The Cart and Kiosk is to be of durable, high quality material consistent with the overall design image. Careful attention must be paid to detailing of materials and how they join.
- b) The Concessionaire is reminded of the potential abuse of the Cart / Kiosk by the airport luggage and bag carts and shall design with this in mind.

B. Canopy for Cart & Kiosk

- a) The canopy is an overhead structure which completes the Concessionaire's identity and character. It is to be designed as an integral part of the Cart and Kiosk.
- b) Each Concessionaire is required to design and fabricate a canopy for their Cart / Kiosk. Durable high quality materials are to be used in constructing the structure. It is also intended to hold the signage and lighting.
- c) The horizontal bottom edge of the canopy shall be at 7 feet 6 inches above the floor. The overall height shall be consistent with fire code requirements by maintaining a minimum 18 inches clearance space between the top of the canopy structure and the terminal ceiling.
- d) The canopy shall be provided at the Concessionaire's expense.

C. Signage

- a) Refer to the "Signage and Graphics Design Manual", State of Hawaii, Dept. of Transportation – Airports Division, 2000.
- b) Concessionaire's signage is an integral element of the design and overall image of their cart / kiosk. Signage is to be distinctive and easy to read. All signage, including menu board, product identification, and other signs, shall be compatible with

10.0 – RETAIL (continued)

the overall design and be of a size and color to be readily visible.

- c) Signage shall be provided at the Concessionaire's expense.
- d) Primary Sign – Cart:
 - (i) Each Concessionaire is required to design, fabricate, and install one primary sign along the length of the canopy facing the public. Optional signage and graphics are encouraged on the cart.
 - (ii) The primary sign is intended to be the Concessionaire's name and logo only. The lettering shall be a maximum of 5 inches in height. The sign may be silk screened or surface mounted, individual dimensional letters not exceeding ½ inch deep.
- e) Primary Sign – Kiosk:
 - (i) Each Concessionaire is required to design, fabricate and install at least one primary sign.
 - (ii) Maximum letter height is 8 inches and shall not exceed 48 inches in length. The method of attachment of this sign is to be considered part of the design.

D. Lighting

- a) The Concessionaire shall provide all task and display lighting within their space at the Concessionaire's expense. Lighting visible to the public shall be directed toward the products to avoid glare.
- b) Sufficient task lighting is to be provided to give overall illumination to the workspace (countertops and other work areas).
- c) Merchandise Display lighting is to highlight the products being presented utilizing bright, highly focused lighting.
- d) Display Case Lighting shall have internal lighting to light the merchandise.
- e) Neon and/or exposed fluorescent lighting is not encouraged but will be considered by the State on a case-by-case basis.

10.0 – RETAIL (continued)

- f) All conduit, lighting attachments, and fixtures are to be designed and installed to be concealed from the public.

E. Electrical and Plumbing

- a) Stub-outs will be provided by DOTA within the immediate zone of the Cart / Kiosk and shall be approved through the Design Review Process. No exposed electrical cords will be permitted.
- b) Utilities will be paid for by the Concessionaire.
- c) Typically, services such as water and drains are to be accessed at remote locations. In some conditions, plumbing may be required at the location of the Cart / Kiosk. This will be determined by the DOTA during the Design Review Process. Requests for plumbing shall be reviewed by the State and shall be constructed at the Concessionaire's expense.

F. Security

- a) A security system, if desired by the Concessionaire, is to be designed integral with the structure. The system is to be constructed of materials similar to the Kiosk and is to give a consistent image even when closed.
- b) The security system shall be provided at the Concessionaire's expense.

10.3.4 Interior Finishes / Aesthetics

- A. The design and finishes of the Carts and Kiosks are key elements that contribute to the Concessionaire's overall identity and character. These standards are intended to support that identity.
 - a) Counters (Carts & Kiosks):
 - (i) Counters for the Kiosks (and Carts, if applicable) are one of the key elements that contribute to the Concessionaire's overall identity and character. The counter configuration varies according to the lease line and location within each Airport.
 - (ii) The counter shall be 34 inches high.

10.0 – RETAIL (continued)

- (iii) The counterfront is to be of durable, high quality materials consistent with the overall design image. Careful attention must be paid to the detailing of materials and how they join.
 - (iv) The Concessionaire is encouraged to add decorative elements such as wood or metal bullnose or another decorative accent band along the face of the countertop.
 - (v) A highly durable counter base shall be provided by the Concessionaire. The counter base shall be set back 4 inches from the counterfront to add variety and depth to the counter design. The height of the counter base shall be sufficient to accommodate customer toe space and cleaning equipment under the counter.
 - (vi) Counter materials: the Concessionaire shall utilize similar materials to those used in the surrounding area of the Airport (i.e. wood, stainless steel, etc.). This is to ensure design conformance with the décor of the terminal complex.
- b) Counter Accessories (Food Carts and Kiosks)
- (i) All sneeze guards are to be custom designed as an integral part of the Food Cart and Kiosk. The sneeze guards may be flush with the face of the front counter line and shall be no higher than 4 feet 6 inches above the floor. All horizontal joints are to be butt glazed glass to allow for maximum visibility.
 - (ii) Cup and napkin dispensers and condiment containers are to be recessed into the Cart / Kiosk top as an integral part of the design. All accessories shall be provided at the Concessionaire's expense.
- c) Menu Boards (Food Carts and Kiosks)
- (i) Menu boards are required for Food Carts & Kiosks and are critically important to provide efficient service to customers. Menu boards are to be designed as an integral element of the overall signage and character of the Food Cart & Kiosk. Menu boards shall be professionally prepared with changeable price and menu graphics. Hand lettered signs are not permitted. Menu boards shall be of similar style and colors as the other elements of the Cart and Kiosk, especially the primary sign and any graphic elements. A

10.0 – RETAIL (continued)

non-glare material is to be used. Internally illuminated menu boards are not permitted.

- (ii) The menu boards shall be of high quality, durable materials with finished and/or framed edges. It is to be attached in a professional manner to either the Food Cart / Kiosk, the equipment, or other elements of the Food Cart / Kiosk.

d) Merchandise Display (Retail Carts and Kiosks)

- (i) Cart and Kiosk Concessionaires primarily involved with retail merchandise shall pay special attention to merchandise display. Merchandise shall be professionally displayed to be creative and distinctive, but may not be hung from the exterior of the Retail Cart and Kiosk. Merchandise display shall be considered an integral element in the overall design and must be approved through the Design Review Process.

e) Clutter Free Appearance

- (i) The area available for the Cart and Kiosk is limited; therefore, special attention must be given to the organization of each element including merchandise display, menu board, equipment, trash receptacles, and accessories. All of these elements shall be designed as an integral part of the Cart and Kiosk.
- (ii) Cart and Kiosk design and layout shall accommodate sufficient space for supplies and deliveries. Supplies shall not be visible to the public for any extended period of time (ie. when under service or receiving deliveries).

f) Equipment

- (i) The Concessionaire shall provide all equipment at the Concessionaire's expense.
- (ii) The equipment and its placement are important visual elements of the overall design and appearance of the Cart and Kiosk. Careful attention is to be given to each piece of equipment and how it is viewed by the public. All equipment is subject to the Design Review Process. Product names, logos, or advertisements shall not be visible to the public.

11.0 – AIRLINES

11.1 Signage

- A. The Tenant's Contractor shall follow the requirements set forth in the State of Hawaii "Signage & Graphics Design Manual", Dept. of Transportation – Airports Division.

11.2 Display Material: The placement of display material shall be limited to the following in relation to airline leased areas:

- A. Ticket counter and luggage check-in
 - a) One over-counter position identification at each position as approved by the DOTA.
 - b) Not more than one schedule rack. As approved by the State, for each position and only material from the airline relating to scheduling shall appear in the schedule rack. Credit card signs or material shall not be permitted except credit cards of the airline.
 - c) Direct line telephone for service shall be permitted on counter and must be removed when counter is manned. Call button, where required, shall be flush with counter top.
 - d) Except for the position identification signs, nothing shall be allowed to be suspended in any manner over, in back of, or in front of the ticket counter.
 - e) Company insignia on wall behind ticket counter shall be submitted to the Airports Administrator for approval prior to installation. Glossy sign face material is not permitted.
 - f) The wall behind the ticket counter shall not be altered in any way to break the architectural conformity to all other counter backwall areas. Application of color, in the form of paint or wallcovering of any material, or any form of decoration, or the affixing of any signing, equipment or lighting, shall be prohibited.
 - g) No adding machines, typewriters, radios, tape decks shall be permitted, except those required to conduct company business. Special operating equipment may be installed as approved by the State.
 - h) Airline signs, flight numbers, destination signs and other related signs originally installed by the State in ticket lobby area shall be maintained and revised by the State. Airline requests for sign changes shall be maintained and revised by the State. Airline requests for sign changes shall be sent to the State at least 30 days prior to the effective date of change.

11.0 – AIRLINES (Continued)

- i) Luggage counter and conveyor housing tops shall be kept clear; no signs or equipment of any type shall be used.
- j) Posters required by the federal government or IATA agreements shall be approved by the ADM before installation.

B. Holding Areas at Gates

- a) Check-in desk tops shall be kept free of unnecessary material.
- b) Airline identification sign shall be furnished by the State.
- c) Ropes, tapes, relocated furniture and other barricades to channelize passenger movement is prohibited. (See 3.11 – Queing Devices)
- d) Airline computer terminals shall be installed in the check-in counter. Free-standing consoles are prohibited.

C. Entrance or Corridor Doors to Airline Leasehold Area

- a) Decals or special identification signs shall not be placed on office corridor doors exposed to public or common use areas within the terminal building without approval of the State.
- b) Approved company door signing shall conform with State Division “Signage and Graphic Design Manual”.
- c) Doors secured with padlock and hasp shall not be permitted.
- d) Airline Club Entrance Identification shall have only signing approved by the State and shall not exceed two square feet in total area.

D. General

- a) Signs, extra tables, chairs, counters and equipment of any type visible to the public shall not be used without the approval of the DOTA.
- b) Furniture in public areas and holding rooms shall not be moved to be used as barriers or crowd control purposes. The furniture is not to be moved for any reason unless authorized by the State. Barricades, ropes, stanchions and other passenger control and channeling devices will be furnished by the State, except where specifically approved by the State.
- c) Airline wheelchairs shall be returned to authorized storage areas after the flight has departed.
- d) No signs, decals, stickers, posters, etc., shall be permitted.

12.0 - TEMPORARY DISPLAY – HOLIDAY DECORATIONS

12.1 – Graphics & Signage Reference

- 12.1.1 The Tenants Contractor shall reference the State of Hawaii “Signage & Graphics Design Manual”, Dept. of Transportation – Airports, for signage requirements.

12.2 - Holiday Decorations (Public Areas)

- 12.2.1 Tenants may display Christmas/Holiday Decorations in public areas as described below:
- A. All holiday decoration must be within Tenant leased areas.
 - B. No decorations may be attached from the ceiling.
 - C. Live Christmas trees are not allowed; artificial Christmas trees are allowed.
- 12.2.2 The following lists the current pre-approved U.S. holidays and event display time frames:
- A. Halloween, month of October only
 - B. Thanksgiving, month of November only
 - C. Christmas/Hanukkah months of December and January only

12.3 - Holiday Decorations (Counter Locations)

- 12.3.1 No illuminated decoration (including lights) may be used anywhere in public counter areas.
- 12.3.2 For counter tenants with back walls, decorations may be attached anywhere on the back wall including doors.
- 12.3.3 Decorations may sit on the floor or furniture behind counters.
- 12.3.4 Plants or holiday related decorations may sit on the counters, one per counter section or one per eight feet of counter; no other decorations may be attached or sit on the counters.

13.0 – TEMPORARY STRUCTURES - TRAILERS

13.1 Trailer Specifications

A. General

- (a) The Tenant Improvement Guidelines, Standard Specifications for Road, Bridge, and Public Works Construction, ACI-318 and UBC shall apply to the work specified in this section.

B. Trailer Description

- (a) Provide a double width trailer, 24 feet wide. Roof pitch shall be 2:12. Trailer shall be constructed with a skirt made of 1" x 2" slats to conceal the undercarriage of the trailer.

C. Submittals

- (a) Submit the following in accordance with Section on Submittals. (Refer to Manual 1:B – Design Approval)
- (b) Descriptive Data: Submit for approval descriptive data on all materials to be provided under this section. Data shall be sufficient to indicate conformance to all specified requirements.
- (c) Erection Instructions and Diagrams: Instructions and diagrams as necessary to erect the trailer and install all components shall be submitted for approval and shall contain, but not limited to, the following:
 - (i) Anchor bolt layouts and size
 - (ii) Structural connections
 - (iii) Accessory installation
 - (iv) All details and instructions necessary for the complete assembly
 - (v) Shop drawings as necessary to supplement the instructions and drawings if required for the proper erection and installation of the trailer and components.
- (d) Certificates of Compliance: Submit certificates from the manufacturer attesting that all materials conform to all requirements of this specification and referenced documents.

13.0 – TEMPORARY STRUCTURES - TRAILERS (continued)

- (e) Color: Color shall be one of three approved color schemes as follows:
 - (i) Color Scheme I:
Body of the trailer: ICI #1052, Jade Frost,
MP#50GY 53/033
Base board: ICI#1586, Art Deco, MP#10RB 14/049
Window & corner trims: ICI #1586, Art Deco,
MP#10RB 14/049
 - (ii) Color Scheme II:
Body of the trailer: ICI #997, Aleutian Shores,
MP#30GY 51/109
Base board: ICI#266, Residence Row,
MP#60YR 18/183
Window & corner trims: ICI #266, Residence Row,
MP#60YR 18/183
 - (iii) Color Scheme III:
Body of the trailer: ICI #1171, Spring Shower,
MP#30GG 74/063
Base board: ICI#1265, Blue Portico,
MP#10BG 17/121
Window & corner trims: ICI #1265, Blue Portico,
MP#10BG 17/121

D. Delivery and Storage

- (a) Storage of trailer(s) shall be within tenant's lease space and shall not encroach into any adjoining lots. No storage of materials in public areas shall be permitted.

E. Design Requirements: Design loads shall be as indicated and as specified herein. Wind Loads shall be as indicated and as specified below.

- (a) Roof Dead and Live Loads: Loads shall be applied on the horizontal projection of the roof structure. The minimum roof design load shall be 25 psf.
- (b) Wind Loads: The trailer shall be able to withstand wind load of 90 mph, with an appropriate exposure level. The trailer shall be blocked, and strapped down to resist associated uplifting forces.

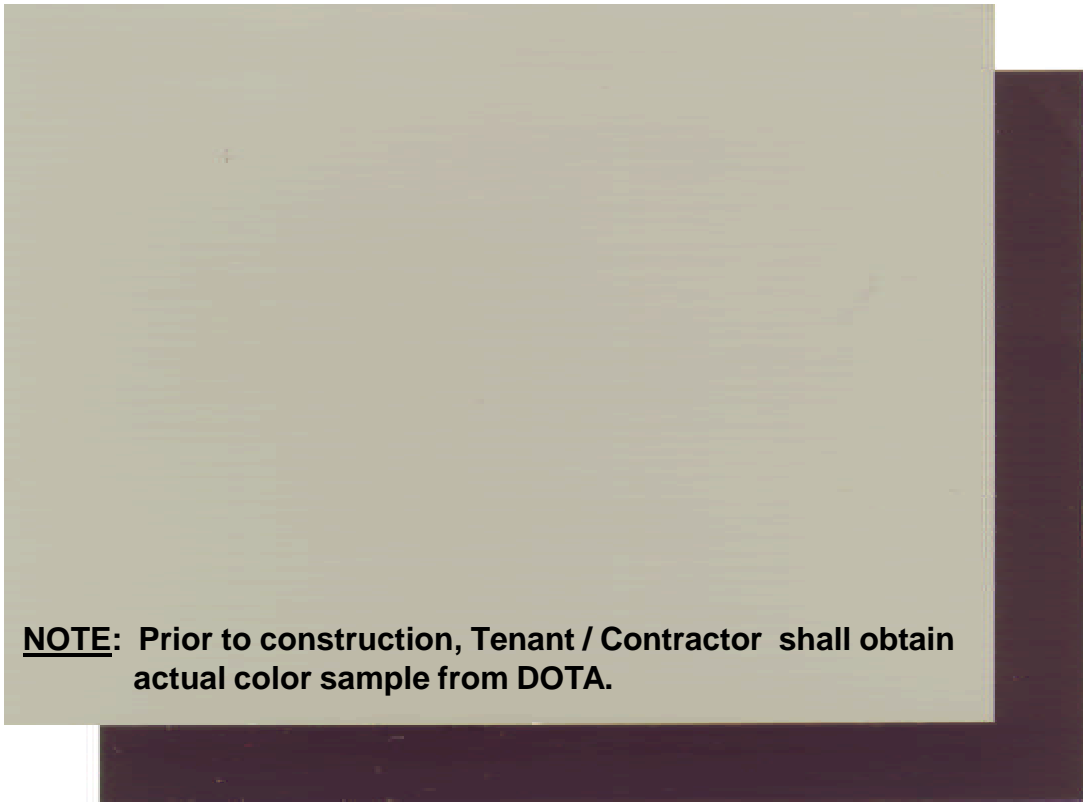
13.0 – TEMPORARY STRUCTURES - TRAILERS (continued)

- (c) Seismic Loads: As required for appropriate seismic zone.
- (d) Sidings: The trailer shall have 5/8" T1-11 with groove sidings.
- (e) Roof: Roof shall have a 2:12 pitch.
- (f) Trailer Skirt: Trailer shall have a skirt constructed of 1" x 4" with a 1" spacing between slats.
- (g) Building Permits: Each tenant shall obtain a building permit from the local building department.
- (h) ADA Requirements: Trailers shall meet all ADA requirements.
- (i) Landscaping: Tenant shall landscape area surrounding the trailer as set forth in the Tenant Improvement Guidelines.

COLOR SCHEME 1

Body:

ICI #1052 * Jade Frost * MP #50GY 53/033



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

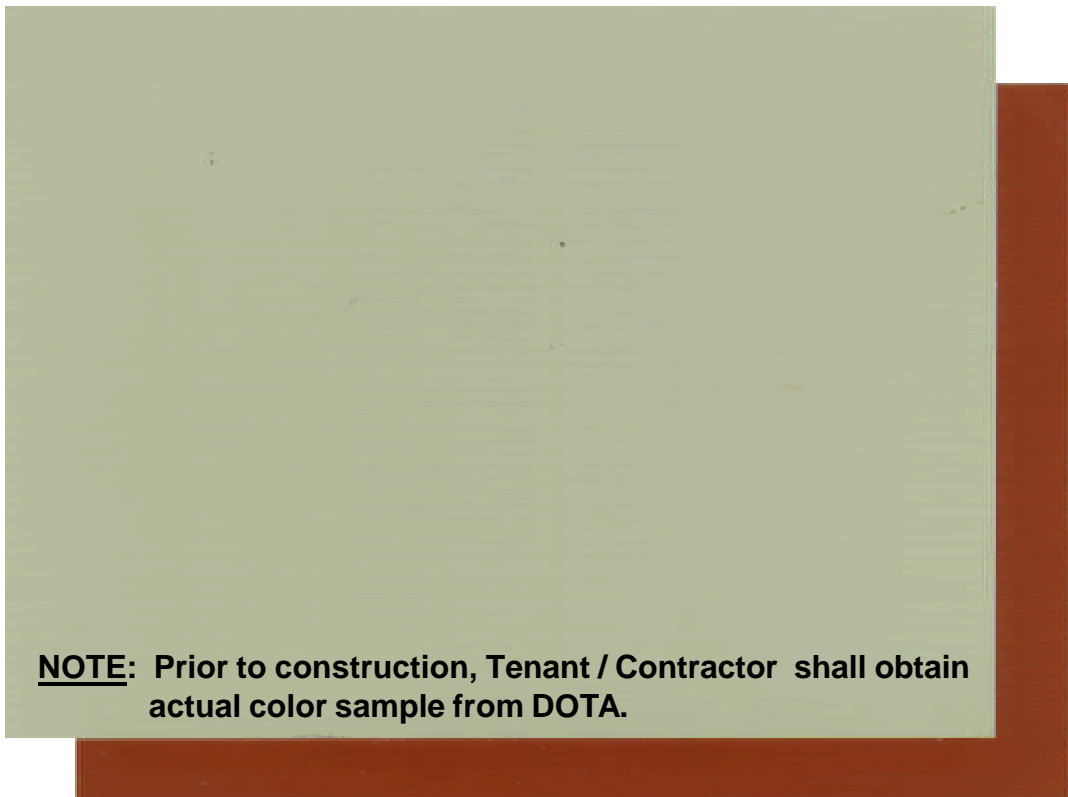
Base board / Window & Corner trims:

ICI #1586 * Art Deco * MP #10RB 14/049

COLOR SCHEME 2

Body:

ICI #997 * Aleutian Shores * MP #30GY 51/109



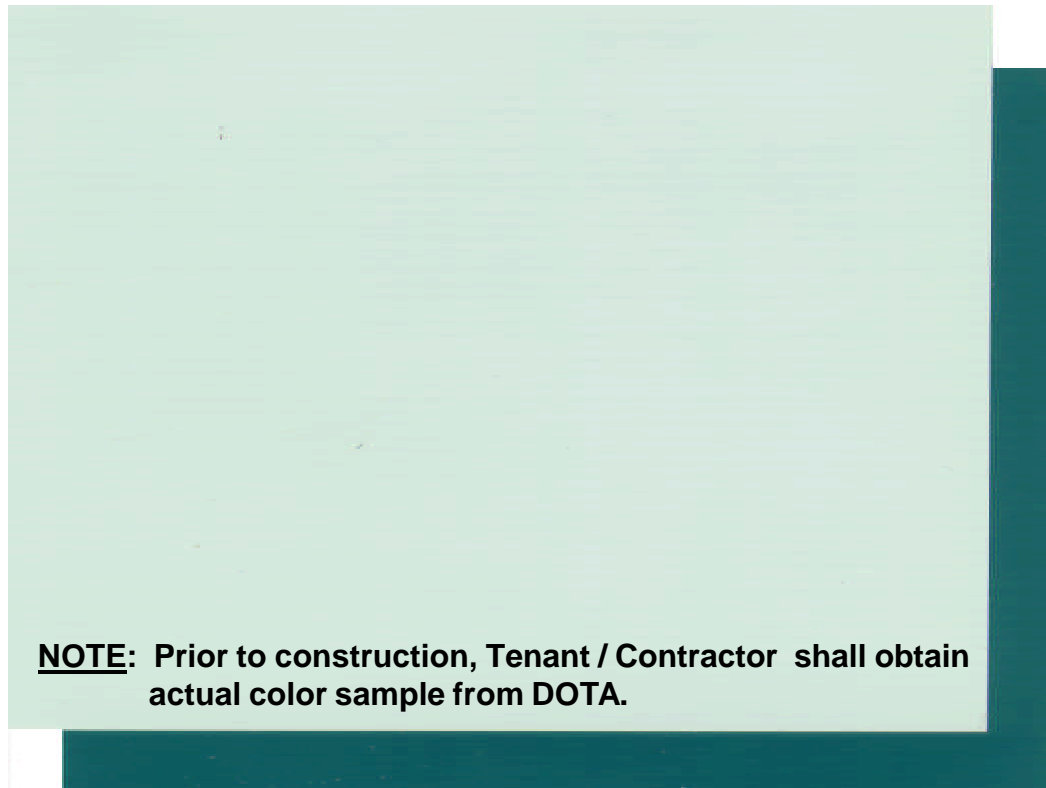
Base board / Window & Corner trims:

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

COLOR SCHEME 3

Body:

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



Base board / Window & Corner trims:

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

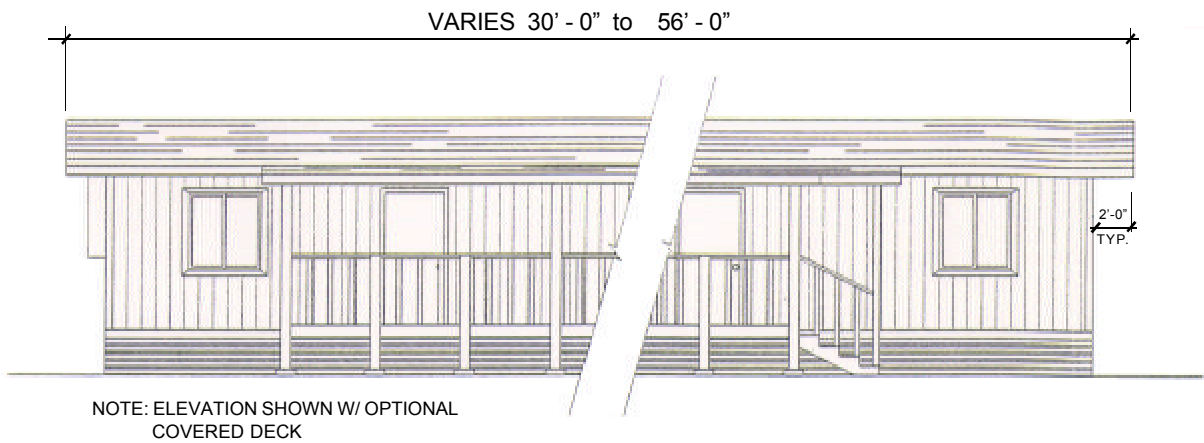
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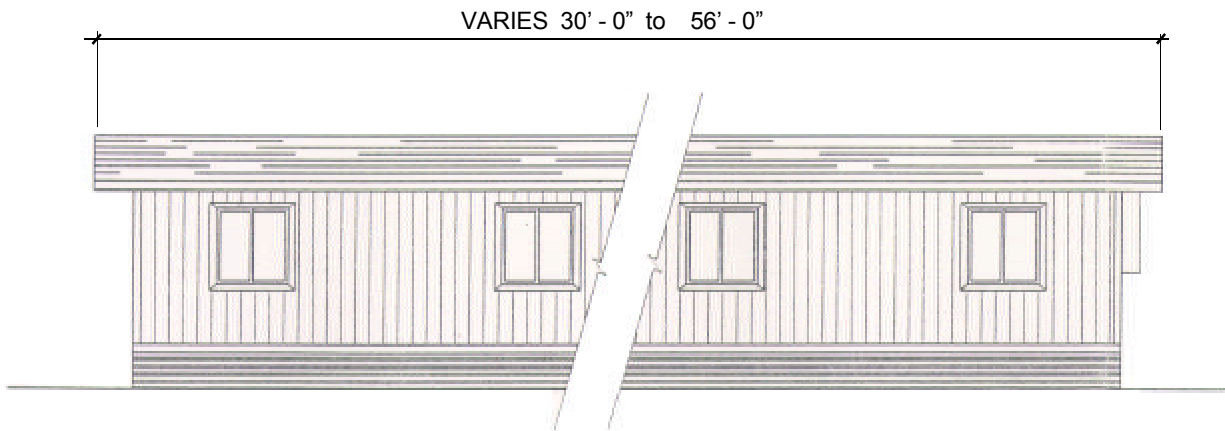
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MOBILE OFFICE:

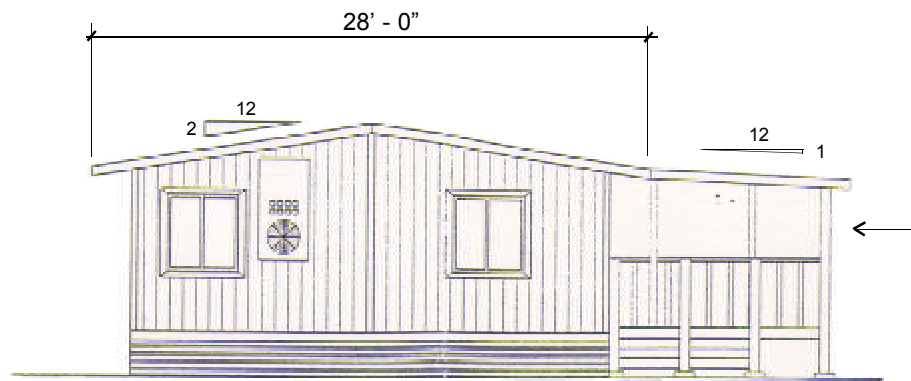


FRONT ELEVATION
(Not to Scale)



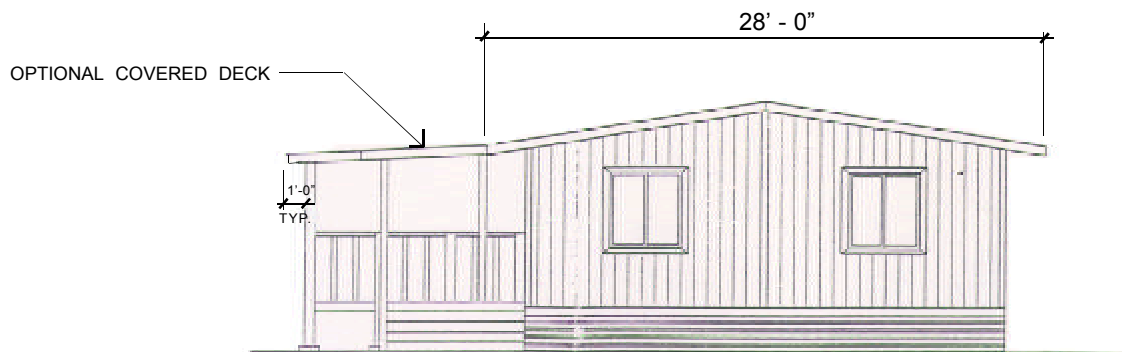
REAR ELEVATION
(Not to Scale)

MOBILE OFFICE:



SIDE ELEVATION

(Not to Scale)



SIDE ELEVATION

(Not to Scale)

C. APPENDIX

SR #: _____

Premise ID#: _____

TEMPORARY WATER METER
(Approval Checklist)

1. Project Title/Owner: _____

2. Person requesting for temporary service: _____

Business Ph# _____ Fax Ph# _____

3. Use: Specify: _____
If for Dust Control/Irrigation
Acres being graded/irrigation _____

4. How long will the temporary service be needed? _____

5. What is the water flow requirement? _____ GPM

6. Are there any other temporary services for this project or in this general area?

If yes, indicate location: _____

7. What other type of resources have been utilized for this project?
(existing water meters, ponds, ditch water, etc.)

8. How are the resources and temporary meters being utilized?
(filing frequency, usage)

Airports Division use only

Date: _____

Airports Inspector _____ Called/Dated _____

Notes _____

Airports Project No. _____

DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
NOTICE FOR SERVICE HOLDERS OF
TEMPORARY WATER METERS

In consideration of DOT - Airports Division granting this special type service connection, the applicant hereby agrees to accept responsibility for the water quality and appurtenances.

NOTE: WATER CONTAMINATION WILL BE CHARGED TO APPLICANT

This is to advise you that the temporary meter will be removed as follows:

_____ 90 days for fire hydrant meters from _____

_____ 120 days for underground meters from _____

However, if you wish to continue the temporary water service, you may request for a 90-day extension. Each request submitted in writing no earlier than two (2) weeks prior to the termination (meter removal) date. ***If the request for extension is not received by _____, the service shall be automatically terminated and the meter will be removed.*** (Please follow sample letter format on reverse side).

Also, only the Airports Division is authorized to remove the temporary fire hydrant and underground meters. Should the temporary fire hydrant or underground meter be removed by the service holder from the authorized location, the water services shall be automatically terminated and the meter confiscated.

Once the meter is removed, a new application must be made. If approval is granted to reinstate the temporary water, the applicant will be levied the prevailing water usage charge. Application and payment must be made at 400 Rodgers Boulevard, Suite 700, Honolulu, HI 96819 and will be accepted from Monday thru Friday during the hours of 7:45 A.M. to 4:00 P.M., except holidays.

If you have any questions regarding this notice, please call 838-8847.

I, as the authorized representative/agent of the company named below, understand and agree to comply with all the conditions of this notice.

_____ Phone Number	_____ Company Name
_____ Fax Number	_____ Print Name (Authorized Representative/Agent)
	_____ Title
	_____ Signature (Authorized Representative/Agent)

APPLICATION FOR TEMPORARY WATER SERVICE

(Revised 7/15/98)

TEMPORARY WATER SERVICE, may be provided for the following:

- a. construction interim, i.e., dust control, job site office, etc.
- b. under special conditions

IF ALLOWED, the type of Temporary Service may be provided in the following order:

1. The use of **an existing service**, if adequate for the requested flow demand.
2. The use of a **cleanout** at the end of a main, if available. The contractor to coordinate with AIR-EM Section for the installation of a lateral.
3. The use of a **fire hydrant**, if available.

Note: --*The use of a fire hydrant for filling of domestic water trucks shall not be approved.*

--*The Department will allow ONLY ONE temporary water service for a single project, unless the project can justify the need for more.*

--*If the hydrant is new and part of an on-going infrastructure installation, then written clearance to use the hydrant from the Project Manager assigned to that project is required.*

4. In the event that an existing unused service lateral or fire hydrant is unavailable, **a temporary "in-ground" service**, may be allowed.

When applying for temporary service, please fill out the attached application forms. The following requested information is required to complete the forms.

- a. name of Project/Owner
- b. name of Party responsible for the water bill
- c. billing address
- d. a person authorized to sign up for the water service/RWS form
- e. phone number and fax number
- f. location where the temporary service is to be established
- g. if applying for service from an O/F service, we will need a sketch plotting the location of the empty meter box(es)
- h. if applying for a new "in-ground" service, provide a sketch with landmarks and dimensions for meter location
- I. flow requirements
- j. if applying for a hydrant connection:
 1. Provide the hydrant number which is located on the side of the hydrant facing the roadway, (example: M-1234, L-2345, C-6578, and W-4523)
 2. If the hydrant is new, a number may not be indicated. Provide a map that will clearly show the location of the requested new hydrant, especially if the area is undeveloped. Prior to the use of the new hydrant, an approval from the Project Manager assigned to the project will be required.
 3. Please be able to provide alternate choices in the event we are not able to approve your first choice.

You will be required to coordinate the requirements for a **backflow device** with the Airports Division, Engineering Maintenance Section.

Please allow **5-10 working days** for the approval of hydrant meters and meters to be installed in existing meter boxes. Also, allow **2-4 weeks** for new in-ground water service installations.

Temporary water service shall be permitted for an initial period not longer than 90 days for fire hydrant services and 120 days for in-ground services, unless an extension is requested in writing and approved by the Airports Division, Maintenance Engineering Section. We suggest that the written request for extension be submitted two weeks prior to the expiration date of the service. This request can be mailed, faxed (838-8751), or hand carried. Please follow the attached "Sample Renewal Letter" for extension requests.

The party that applied for the temporary service will be responsible to confirm that AIR-EM has received the extension letter or a fax of the letter. If AIR-EM does not receive the extension letter, the temporary water service will be terminated.

To: State of Hawaii
Department of Transportation
Airports Division
Facilities Maintenance, AIR-EM
400 Rodgers Blvd., Suite 700
Honolulu, HI 96819

Date:

From: Contractor's Name
Contractor's Address

Subject: Request for "90 DAYS" Extension of Temporary Water Service

I would like to Request for an extension of the temporary water service to
(Project Area) until (90 days from the date of this letter), for the following
Premise ID# or Service Request Number which is shown on the billing statement.

Premise ID#:
Service Request #: _____

Agent/Owner's Name and Title

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 Rodgers Blvd., Suite 700
Honolulu, HI 96819
Telephone: 838-8847

REQUEST FOR NEW WATER SERVICE

PROJECT TITLE _____

PROJECT NO. _____ METER NO. _____

PREMISE ADDRESS _____

We would like to install new water service and meter at above location and
send all future bills for payment to:

CUSTOMER _____
First Name Middle Initial Last Name

MAILING ADDRESS _____

_____ ZIP CODE _____

The undersigned hereby applies to the Department of Transportation,
Airports Division, for water service and meter at the above location:
and, in consideration of the installation of such service and meter,
agrees to pay all charges incurred upon such location for such water
service and to abide by all rules, regulations and provisions prescribed
by said Department, relating to water service and/or rates.

The Department of Transportation, Airports Division requires 7 calendar days
written notification for any tie-in, testing or modification to the Airports
utility systems. This requirement is necessary to review the request and make
arrangements for maintenance or contract personnel to be present during the
actual work. Plans for the work must be approved prior to making the request.

Print Name

Customer's Signature

Customer's Employer

Bus: _____ Res: _____
Customer's Phone Nos.

Effective Date

**CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION AGREEMENT
FOR WATER METERS AND TEMPORARY FIRE HYDRANT CONNECTIONS**

PROJECT TITLE/OWNER _____

HYDRANT/METER ADDRESS _____

CONTRACTOR _____ PHONE _____

1. TYPE: _____ Temporary Meter/_____ Permanent Meter/_____ Fire Hydrant

2. USE: Specify: _____

3. Will you be adding chemicals, fertilizers, "hydromulch",
or any other agents to the water you use:
_____ Yes _____ No Other, specify _____

4. Backflow Prevention Device (B.P.D.) required: _____ Yes _____ No
_____ Reduced Pressure Principle B.P.D.
_____ Double Check Valve B.P.D.
_____ 6-Inch Air Gap

5. CONDITIONS:

- a. The owner/contractor shall install, at his expense, a DOT-Airports Division approved Backflow Prevention Device, of the type specified above, after the water meter, according to DOT-Airports Division Rules and Regulations.
- b. Failure to install the required backflow prevention device of the use or activity that may pose a potential backflow problem may result in immediate removal of the water meter without prior notification. The owner shall be required to pay for water meter reinstallation.

AGREED:

APPROVED:

Applicant's Signature _____ Date _____ Long Range Plan/Environ. _____ Date _____

_____ CONCUR:
Print Name

Title _____ Customer Service Division _____ Date _____

(DOT-AIR use only)

SIZE: _____ HEIGHT: _____

SKETCH

MAKE: _____ MODEL: _____

SERIAL NUMBER: _____

METER NUMBER: _____

METER READING: _____

USDA Restricted Plants not permitted into the Mainland: (as of 5/1/2000)

- Berries of any kind including coffee berries
- Cactus plants or parts
- Cotton and cotton bolls
- Fresh flowers of gardenia, jade vine, mauna loa, sea grapes and other members of the bean family
- Fresh pulpy fruits (except pineapple)
- Seeds with fruit clinging and fresh seed pods
- Sugarcane
- Swamp cabbage (ungchoi)
- Sweet potato (raw)
- Noni

If you have any questions, please call 861-8490 / 2 (Oahu)

A HOST LIST OF FRUITFLY IN HAWAII:

1. *Achras sapota* L. – (Circle Tree, Chico, Sapodilla)
2. *Actinidia chinensis* (Kiwi, Chinese gooseberry)
3. *Anacardium. occidentale* L. (Cashew nut)
4. *Annona muricata* L. (Soursop)
5. *Annona reticulata* L. (Custard apple)
6. *Annona squamosa* L. (Sugar apple)
7. *Artabotrys odoratissimus* R. Br. (Climbing Ylang Ylang)
8. *Artocarpus incisus* (Thunb.) (Breadfruit)
9. *Artocarpus heterophyllus* Lam. (Jack fruit)
10. *Averrhoa carambola* L. (Carambola)
11. *Bumelia lanyginosa* Pers. (Chittim wood)
12. *Bunchosia armeniaca* (Cav.) (Bunchosia, Ciruelo)
13. *Calocarpum. Sapota* (Jacq) (Mamey sapote, Marmalade fruit)
14. *Calophyllum inophyllum.* L. (Alexandrian Laurel, Kamani)
15. *Cananga odorata* (Lam.) (Ylang-Ylang)
16. *Capsicum frutescens* var. *abbreviatum* L. (Nioi lei, Red pepper)
17. *Capsicum frutescens* var. *grossum.* L. (Bell pepper, Sweet pepper)
18. *Carica papaya* L. (Papaya, Pawpaw)
19. *Carissa macrocarpa* (*grandiflora*) A. Dc. (Natal Plum)
20. *Casimiroa edulis* Llave and Lex. (White Sapote)
21. *Cestrum diurnum* L. (Day Cestrum)
22. *Chrysobalanus icaco* L. (Coco Plum)
23. *Chrysophyllum. cainito* L. (Caimito, Star Apple)
24. *Chrysophyllum oliviforme* L. (Coimitillo, Satin Leaf)
25. *Citrullus vulgaris* schrod. (Watermelon)
26. *Citrus aurantifolia* (Christmann) (Lime)
27. *Citrus aurantium* L. (Sour Orange)
28. *Citrus limon* Osbeck (Lemon)
29. *Citrus maxima* (Burm) (Pummelo, Shaddock)
30. *Citrus mitis* Blco. (Calamondin)
31. *Citrus nobilis* var. *deliciosa* (Ten) (Ked Glove orange, Tangerine)
32. *Citrus paradisi* Nacf. (Grapefruit, Pomelo)
33. *Citrus sinensis* (L) (Common Orange, Kona Orange, Sweet Orange)
34. *Coccinea grandis* (Ivy Gourd)
35. *Coccolobis uvifera,* (L) (Sea Grape)
36. *Coffea arabica* L. (Arabian Coffee)

37. *Coffea liberica* Bull. (Liberian Coffee)
38. *Cordia sebestena* L. (Foreign Kou, Kou Haole, Geiger Tree)
39. *Cordyline terminalis* (L.) (Ti)
40. *Diospyros discolor* Willd. (Mabolo, Velvet Apple)
41. *Diospyros ferrea* (Lama, Native Persimmon)
42. *Diospyros khaki* L. (Kaki, Oriental Persimmon)
43. *Dovyalis hebecarpa* (Gardn.) (Ceylon Gooseberry, Katambilla)
44. *Durio* sp. (Durian)
45. *Eriobotrya Japonica* (Thunb.) (Loquat)
46. *Eugenia cumini* (L.) (Jambolan Plum, Java Plum)
47. *Eugenia dombeyi* (Spreng) (Brazilian Plum)
48. *Eugenia jambos* L. (Rose Apple)
49. *Eugenia uniflora* L. (Surinam Cherry)
50. *Euphoria longan* (Lour.) (Dragon's Eye, Longan)
51. *Feijoa Sewllovia* Berg. (Guvasteen)
52. *Ficus carica* L. (Common Fig)
53. *Ficus lyrata* Warb. (Fiddle Leaf Fig)
54. *Ficus macrophylla* Desf., (Moreton Bay Fig)
55. *Ficus retusa* L. (Chinese Banyan Fig, Malayan Fig)
56. *Ficus rubiginosa* Desf. (Port Jackson Fig)
57. *Flaucourtia indica* (Burm.f.) Merr. (Governor's Plum, Rukam, Romotehi)
58. *Fortunella japonica* (Thunb.) (Chinese Orange, Kumquat)
59. *Fragaria chiloensis* (L.) (Strawberry)
60. *Garcinia mangostana* L. (Mangosteen)
61. *Garcinia xanthochymus* Hock. (Gourka)
62. *Gossypium barbadense* L. (Cotton Plant, Sea Island Cotton)
63. *Hydnocarpus kurzii* (King) (Chaulmoogra)
64. *Inga laurina* (Sw) (Guama)
65. *Inocarpus edulis* Forst. (Tahitian Chestnut)
66. *Juglans hindei* (California Walnut)
67. *Juglans regia* L. (English Walnut)
68. *Lansium domesticum* (langsat, Lansones)
69. *Latania loddigesii* Mart. (Blue Lantan Palm)
70. *Litchi chinensis* Sonn. (Litchi)
71. *Lucuma nervosa* A. Dc. (Canistel, Egg Fruit)
72. *Lycopersicon esculentum* Mill. (Tomato)
73. *Macadamia ternifolia* F. – (Macadamia Nut, Queensland Nut)

74. *Malus sylvestris* (Apple)
75. *Mammea americana* L. (Mammee Apple)
76. *Mangifera indica* L. (Mango)
77. *Manilkara hexandra* (Roxb) (Cow Tree)
78. *Melia azedarach* L. (Bead Tree, Chinaberry Tree, Pride of India)
79. *Mimusops elengi* L. (Elengi, Pogada)
80. *Momordica balsamine* L. (Balsam Apple)
81. *Momordica charantia* L. (Balsam Pear, Bittermelon)
82. *Morus nigra* L. (Black Mulberry)
83. *Murraya exotica* L. (Jessamine Orange, Mock Orange)
84. *Musa nana* Lour. (Chinese Banana)
85. *Musa paradisiaca* var. *sapientum* (L) (Common Banana)
86. *Nephelium lappaceum* (Rambutan)
87. *Noronhia emarginata* (Lam.) (Madagascar Olive)
88. *Ochrosia elliptica* Labill. (Ochrosia)
89. *Olea europaea* L. (Olive)
90. *Opuntia megacantha* Salm-Dyck (Prickly Pear)
91. *Pandanus odoritissimus* L.f. (Pandanus, Screw Pine) – Allowed to be grown in Hawaiian Garden provided that fruit be removed.
92. *Passiflora edulis* Sims (Lilikoi, Purple Granadilla)
93. *Passiflora edulis* f. *flavicarpa* Degener (Yellow Lilikoi, Lilikoi-melemele)
94. *Passiflora foetida* L. (Love-in-a-mist, Pohapoha)
95. *Passiflora laurifolia* L. (Bell Apple, Yellow Granadilla)
96. *Passiflora mollissima* (HBK)
97. *Passiflora subpeltata* Ortega (White Passion Flower)
98. *Persea Americana* Mill. (Avocado, Alligator Pear)
99. *Phoenix dactylifera* L. (Date Palm)
100. *Pimenta acris* Kostel. (Bay Rum Tree)
101. *Pimenta officinalis* Lindl. (All spice)
102. *Pithecellobium dulce* (Roxb.) Benth. (Opiuma, Manila Tamarind)
103. *Polyalthia longifolia* Benth. (Custard Apple)
104. *Prunus cerasifera* Ehrh. x *salicina* Lindl. (Methley Plum)
105. *Prunus persica* (L) (Peach)
106. *Psidium cattleianum* Sabine (Purple Strawberry Guava)
107. *Psidium cattleianum* f. *lucidum* Degener (Yellow Strawberry Guava)
108. *Psidium guajava* L. (Common Guava)
109. *Punica granatum* M L. (Pomegranate)
110. *Pyrus malus* L. (Apple)

- 111. *Pyrus serotina* var. *culta* Rehd. (Sand Pear)
- 112. *Santalum album* L. (Sandalwood)
- 113. *Santalum paniculatum*
- 114. *Scaevola sericea* Vahl. (Beach Naupaka)
- 115. *Solanum aculeatissimum* Jack. (Kikania Lei)
- 116. *Solanum muricatum* Alt. (Pepino)
- 117. *Solanum pseudocapsicum* L. (Jerusalem Cherry)
- 118. *Spondias sulcis* Forst. (Otaheite Apple, Wi Tree)
- 119. *Spondias mombin* L. (Hog Plum)
- 120. *Syzgium malaccensis* L. (Mountain Apple, Malay Apple)
- 121. *Terminalia belerica* Roxb. (Myrobalam Nut)
- 122. *Terminalia catappa* L. (False Kamani)
- 123. *Terminalia melanocarpa* Muell. (Myrobalam Nut)
- 124. *Theobroma Cacao* (Cocoa)
- 125. *Thevetia Peruviana* (Pers.) (Be Still, Yellow Oleander)
- 126. *Triphasia trifolia* (Burm.) (Limeberry)
- 127. *Vaccinium reticulatum* Smith (Ohelo Berry)
- 128. *Vitis vinifera* (Grape)
- 129. *Wikstroemia phillyraefolia* Gray
- 130. *Wikstromia uva-ursi* Gray
- 131. *Yucca* sp. (*alnifolia*?)
- 132. *Zizyphus mauritiana* Lam. (Indian Jujube)

Note: The above list was compiled by Mr. Bob Kunishi, USDA Entomologist (March 1998)

Notice to Tenants
FCC ANTENNA TESTING MANDATE

The Telecommunications Act of 1996 mandated that the Federal Communications Commission (FCC) implement regulations to protect the public and workers from potentially hazardous exposure to non-ionizing radiation. In response to this mandate, in August 1996, the FCC adopted new guidelines for evaluating the environmental effects of Radio Frequency (RF) energy from transmitters on wireless communications sites. It required all facilities regulated by the FCC to be in compliance by September 1, 2000.

The FCC public notice (DA00-1950) on August 24, 2000, reminded that by September 1, 2000, all existing transmitting facilities must be in compliance with its RF exposure guidelines or must file an Environmental Assessment (EA). After September 1, 2000, if not in compliance and if the EA had not been filed, the FCC will consider this a violation of its rules resulting in possible fines.

The rules include separate limitations for the general public, and for any worker whose occupation requires presence in environments where there are RF fields (e.g., radio technicians, rooftop air conditioner repairmen, roofers, etc.). These rules are enforceable by the FCC and by inspectors from OSHA (U.S. Department of Labor's Occupational Safety and Health Administration), and any concerned private citizen can file a complaint to trigger an RF-safety inspection.

To insure that all airport facilities are in compliance with the FCC and OSHA regulations, the Airports Division has embarked on a program to test, or have tested, all airport transmitter and antenna sites for RF emissions compliance. This is being done to ensure a safe working environment for all employees and workers and to protect the airport, equipment owners, and tenants from potential FCC and OSHA fines, or litigation.

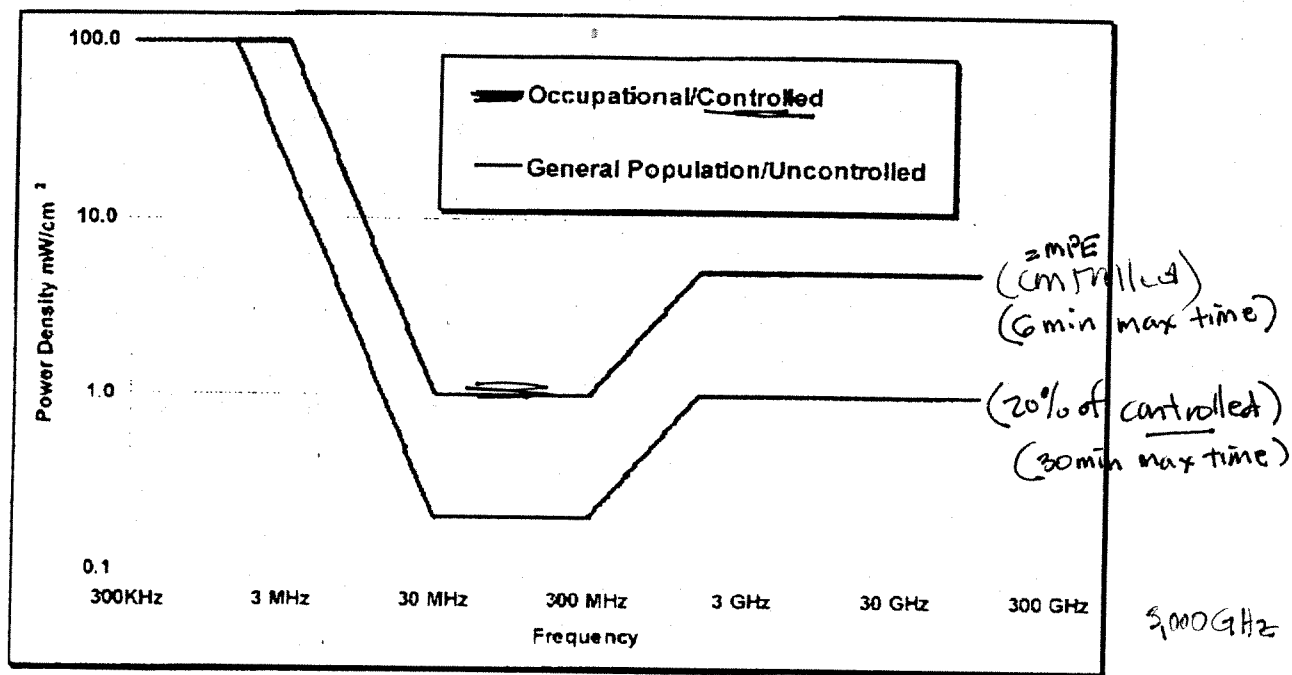
Costs of the testing for a particular site in public or common areas are planned to be prorated among the owners of the transmitters and antennas at the site, on a site by site basis. If a site is found to exceed RF emissions standards, possible remedial actions will be discussed with the site transmitter and antenna owners, and individual remediation tasks will be assigned (or common remediation costs prorated).

Owners with exclusive ground leases or permits containing transmitters and antennas may conduct the required testing and EA filing on their own, provided the State is given a copy of valid test results from their testing.

Testing is expected to begin by June 1, 2002. If your company operates any wireless radio transmitters or antennas, please provide the building locations of the transmitters or antennas to your respective Airport District Manager by June 1, 2002.

If you have any questions please call Roy Sakata, Acting Airports Administrator, at 838-8600.

Figure 1. FCC ADOPTED MAXIMUM PERMISSIBLE EXPOSURE LIMITS



AM Radio

Shortwave Radio

VHF

TV
FM Radio

UHF

Radar
C-band
X-band
K-band

Microwave
Radar

Microwaves

Infrared



Procedure No. 7.7 ENVIRONMENTAL PRESERVATION GUIDELINES

Approved by Owen Miyamoto

Effective Date: 05/01/1990

7.7.01 PURPOSE

The purpose of this procedure is to establish guidelines for the maintenance of spaces visible to the public at State airports.

7.7.02 POLICY

It is the policy of the Airports Division to maintain at all times an attractive decor in harmony with the architecture of the terminal building and other structures of the airport. The standards established by this procedure shall govern significant details such as: style, content, copy, location and color of signs, logos, advertising, posters, promotions, brochure distribution, commodity or service displays, decorations, and vending equipment.

7.7.03 APPLICABILITY

This procedure applies to Airports District Managers and airport tenants.

7.7.04 PROCEDURES

A. Approval

Prior to construction, installation or display by airport tenants, requests for approval by the State shall be submitted in writing to:

Airports Administrator
Airports Division
Department of Transportation
Honolulu International Airport
Honolulu, Hawaii 96819

B. General

1. These guidelines shall apply to all public spaces of the airport terminal buildings and also to leased areas which have been designed and finished by the State for airlines, concessionaires and other tenants where leased areas are visible to the public.
2. These guidelines shall not apply to interiors of office and storage spaces or concessionaire shops designed and finished by the tenant in accordance with plans previously approved by the State.
3. Requests for permission to erect or modify any structure, display, or stand; to install or to paint any sign, poster, logo, decal, point of purchase piece, or banner; to place equipment; or to place and/or distribute any promotional material in spaces visible to the public at the airport shall be made in writing to the State. Detailed drawings, specifications, and samples of materials and colors of any proposal shall be submitted and shall be approved in writing by the State before the start of fabrication.
4. The tenant requesting permission to make changes shall be notified of approval or disapproval in writing, although such approval or disapproval may initially be given verbally. Review by the State shall be made promptly and replies made within two weeks of receipt.
5. A tenant found to be in violation of these guidelines shall be notified of the violation in writing.

although such notice may initially be given verbally. Any installed non-conforming or unapproved sign, display, structure, etc., shall be brought into conformance or removed at the sole expense of the tenant. Temporary signs, hand-lettered, written or printed on paper, cardboard, or similar materials shall be prohibited except in an emergency. The use of visible masking or adhesive tapes for the attachment of signs shall also be prohibited.

6. Seasonal decorations shall be planned, installed and paid for by the State.
7. Lettering style for all airline, concession and terminal directional and information signs shall be helvetica medium.
8. Requests to display special promotional materials such as posters, pictures, etc., introducing new services, etc., shall specify the number of days it is desired to display such material.
9. Verbal approval, disapproval, or notice shall be given only by the Airports Administrator.

C. Airlines

The placement of display material shall be limited to the following in relation to airline leased areas:

1. Ticket counter and luggage check-in
 - a. One over-counter position identification at each position as approved by the State.
 - b. Not more than one schedule rack, as approved by the State, for each position and only material from the airline relating to scheduling shall appear in the schedule rack. Credit card signs or material shall not be permitted except credit cards of the airline.
 - c. Direct line telephone for service shall be permitted on counter and must be removed when counter is manned. Call button, where required, shall be flush with counter top.
 - d. Except for the position identification signs, nothing shall be allowed to be suspended in any manner over, in back of, or in front of the ticket counter.
 - e. Company insignia on wall behind ticket counter shall be submitted to the Airports Administrator for approval prior to installation. Glossy sign face material is not permitted.
 - f. The wall behind the ticket counter shall not be altered in any way to break the architectural conformity to all other counter backwall areas. Application of color, in the form of paint or wallcovering of any material, or any form of decoration, or the affixing of any signing, equipment or lighting, shall be prohibited.
 - g. Comfort mats for agents' positions shall be subject to approval by the State.
 - h. No adding machines, typewriters, radios, tape records, record players, or audio receivers of any type shall be permitted, except those required to conduct company business. Special operating equipment may be installed as approved by the State.
 - i. Airline signs, flight numbers, destination signs and other related signs originally installed by the State in ticket lobby area shall be maintained and revised by the State. Airline requests for sign changes shall be sent to the State at least 60 days prior to the effective date of change.
 - j. Luggage counter and conveyor housing tops shall be kept clear; no signs or equipment of any type shall be used.
 - k. Posters required by the federal government or IATA agreements shall be installed by the State.
2. Holding Areas at Gates

- a. Check-in desk tops shall be kept free of unnecessary material.
 - b. Airline identification sign shall be furnished by the State.
 - c. Ropes, tapes, relocated furniture and other barricades to channelize passenger movement is prohibited.
 - d. Airline computer terminals shall be installed in the check-in counter. Free-standing consoles are prohibited.
3. Entrance or Corridor Doors to Airline Leasehold Area
- a. Decals or special identification signs shall not be placed on office corridor doors exposed to public or common use areas within the terminal building without approval of the State.
 - b. Approved door signing shall company conform with State Airports Division "Signage and Graphic Design Manual".
 - c. Doors secured with padlock and hasp shall not be permitted.
 - d. Airline Club Entrance Identification shall have only signing approved by the State and shall not exceed two square feet in total area..
4. Exterior signs on structures other than the terminal or outside of such structures shall be approved by the State before being placed on any building other than the terminal building or in the vicinity of any building . Projecting signs shall be prohibited.
5. General
- a. Signs, extra tables, chairs, counters and equipment of any type visible to the public shall not be used without the approval of the State.
 - b. Furniture in public areas and holding rooms shall not be moved to be used as barriers or crowd control purposes. The furniture is not to be moved for any reason unless authorized by the State. Barricades, ropes, stanchions and other passenger control and channeling devices will be furnished by the State, except where specifically approved by the State.
 - c. Airline wheelchairs shall be returned to authorized storage areas after the flight has departed.
 - d. No signs, decals, stickers, posters, etc., shall be permitted.

D. Concession and Other Non-Airline Tenants

Concession areas shall be limited to the following:

1. Counters Between Concession Space and Public Area
- a. Typewriters, adding machines, radios or other types of sound equipment shall not be permitted on the tops of counters.
 - b. Only one brochure holder per concession counter shall be permitted and the material must relate to the business of the concession upon whose counter it is placed.
 - c. Merchandise shall not be permitted to be stacked on counters.
 - d. No promotional material, point of purchase material, credit card signs, or attention-getters with flashing, moving, or audible action shall be permitted.
 - e. Call button, where required, shall be flush with counter top.
 - f. Telephone shall not be permitted on counter tops except for direct line service when

counter is unmanned.

- g. No merchandise, signs, or banners shall be permitted to be suspended in front of, behind, or over counters; nothing shall be permitted beyond the lease line.
- h. No wastebaskets, ash urns, signs, point of purchase material, rugs, mats, floor signs inserted into terrazzo, etc., shall be permitted.

2. Concession Area With Counter and Finished Backwall by State

- a. Painting of the backwall shall not be permitted; the application of any material in any form altering the original appearance shall also not be permitted.
- b. Company insignia on wall behind ticket counter shall conform with the design and specifications set forth in the original terminal construction drawings on file with the Airports Division. Glossy sign face material shall not be permitted.

3. Store Frontage Between Concession Space and Public Area

- a. Each concession shall be provided with a sign over and parallel to the concession lease front lines by the State. No other signs shall be permitted on the store front.
- b. The service provided by the concession shall be the sole identification on the sign; no trade or corporate names shall be permitted on the concession space signs. International symbols, approved by the State, may be used on the sign. Foreign languages or symbols shall not be permitted. The sign style, color and letter type face shall conform to the airport standards. No other sign colors or letter type shall be permitted on the store frontage.
- c. Decorative exterior treatment or painting of any type individualizing the exterior of any concession shall not be permitted.
- d. Concessionaire shall not erect, construct, or place any signs or advertising pertaining to the concession upon any portion of the airport other than within the concession area. Signs, display racks or other devices directing traffic into a concession area or announcing entertainment within an area shall not be permitted.
- e. No signs, logos, decals, credit card identifications, lettering, banners, etc., shall be permitted on the glass show window of store front.
- f. No framing to block out glass area in any manner shall be permitted.
- g. Doorways shall not be used as a display area with merchandise blocking the entrance in any manner.
- h. No flashing action, moving action, or audible signs or displays shall be permitted in display windows.
- i. All lighting fixtures used in windows, including the method of installation, shall be subject to approval by the State.
- j. Credit card signs shall be on individual pedestals and shall be set back a minimum of twelve inches from the glass line and the aggregate area of one sign shall not exceed twenty-four square inches.

E. Office and Storage

The facade of office and storage spaces throughout the airport complex shall be subject to the following criteria and limitations:

- I. Storage space shall not be permitted overhead or projecting; door signing shall conform with the "Signage and Graphic Design Manual".

2. A padlock and hasp on storeroom or office doors shall not be permitted except when required by federal or state laws and regulations.
3. No other signs, posters, logos, decals, lettering, etc., shall be permitted on exterior facade, windows or doors.

F. Vending Machines

The installation of vending machines throughout the airport complex shall be subject to the following criteria and limitations:

1. Vending machines shall be allowed only in approved vending machine areas; the machines shall conform in width and height and approved manufacturers source.
2. All utility lines running to machines shall be hidden whenever possible and painted to conform with the background if they cannot be hidden.
3. The updating of machines shall be subject to the request of the State.

7.7.05 REFERENCE

"Signage and Graphic Design Manual", State of Hawaii Airports Division, 1984.



Procedure No. 7.6 DEVELOPMENT STANDARDS FOR LEASED AIRPORT PROPERTY

Approved by Owen Miyamoto

Effective Date: 01/15/1995

7.6.01 PURPOSE

The purpose of this procedure is to establish a standard that shall be followed by lessees in the development of leased property (in construction of improvements).

7.6.02 POLICY

It is the policy of the Airports Division that the development of leased airport property shall be aesthetically compatible with existing and planned airport facilities and accomplished in accordance with the applicable rules and procedures of the Department and all other applicable laws, ordinances, rules and regulations of federal, state and county agencies.

7.6.03 APPLICABILITY

This procedure applies to persons who lease airport property.

7.6.04 PROCEDURES

A. Definitions

1. "Airport" means the areas of land or water set aside by Executive Order of the Governor of the State of Hawaii for public airport purposes.
2. "Buildings" means the main portion of each structure including all projections, extensions, additions, changes, garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs and landscaping are specifically excluded from the definition.
3. "Building site" means the land included in the lease agreement.
4. "Corner building site" means a building site which has two or more lease boundary lines abutting a street.
5. "Department" means the Department of Transportation of the State of Hawaii.
6. "Director" means the Director of the Department.
7. "Improvements" means all buildings, structures, and facilities including paving, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any building site by or on the account of a lessee.
8. "Landscaping" means all aesthetic improvement of building sites through the use of lawns, ground cover, trees, and shrubs, as well as walls, screenings, terraces, fountains, pools, and other water arrangements.
9. "Land use plan" means the most recent plan for the future development of airport adopted by the Department, wherein various segments of airport land are reserved for specified uses.
10. "Lease boundary line" means each of the perimeter lines of each building site as leased to each lessee.
11. "Lessee" means any person, firm, corporation, or other entity who has a lease with the Department

for a building site.

12. "Segment" means one of the areas of the airport designated for particular uses (general aviation commercial, general aviation noncommercial, etc.) on the land use plan.
13. "Setback area" means the minimum required area situated between a lease boundary line and a setback line.
 - a. "Front setback area" means the area between the street on which a building site abuts and the front setback line and extends from the side lease boundary line to side lease boundary line. On a corner building site, the front setback area shall apply to each lease boundary line abutting a street, unless otherwise specified in this procedure.
 - b. "Side setback area" means the area between the side lease boundary line and the side setback line and extends from the front setback line to the rear lease boundary line.
 - c. "Rear setback area" means the area between the rear lease boundary line and the rear setback line and extends from side setback line to side setback line.
14. "Setback line" means a line of a building site lying parallel to each lease boundary line and separated from it by the distance required to provide the minimum setback area.
15. "Site coverage" means the portion of the total building site area that may be covered by buildings.
16. "Site width" means the diameter of the largest circle which can be inscribed within the lease boundary lines of a building site.
17. "Street" means the paved portion of a right-of-way maintained by the Department for vehicular access to the building site and used as a thoroughfare by the public.
18. "Taxiway" means a Department-maintained aircraft taxiway, apron, ramp or any other right-of-way for aircraft whose edge is the edge of the right-of-way for all purposes of these standards.

B. Performance Standards For All Segments

1. General. No part of the airport or any improvement on it shall be used or allowed to be used at any time for the manufacture, storage, distribution, serving, or sale of any product or the furnishing of any service, in a manner which is unreasonably noxious or offensive or which is an unreasonable annoyance or nuisance to others at the airport because of odors, fumes, smoke, noise, glare, vibration, soot, or dust. No activity which may be dangerous to public health and safety, increases the fire insurance rating for adjoining or adjacent property, or is illegal shall be permitted.
2. Noise.
 - a. The sound pressure levels generated on a building site shall comply with the applicable Hawaii Administrative Rules of the State Department of Health--except for the authorized operation of motor vehicles, aircraft or other transportation equipment:
 - (1) To, from and on a building site.
 - (2) On the public area of the airport.
 - b. The testing of aircraft engines shall be conducted in noise-suppressing test cells so that sound levels do not exceed the levels referenced above.
3. Air Pollution. Atmosphere emissions produced by motor vehicles or aircraft--except for those produced by the authorized operation of motor vehicle and aircraft to, from and on a building site--shall comply with the applicable standards established by the State Department of Health or any other governmental agency.
4. Heat or Glare. Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be perceptible without

instruments at any lease boundary line of a building site.

5. Waste Disposal. All disposal of storm and sanitary sewage and industrial waste shall be in accordance with all applicable laws, rules or regulations of the Departmental and county, state and federal agencies.
6. Electronic and Radio Interference. No tenants shall construct facilities capable of reflecting radio signals or producing electrical, electronic, or radio emissions which will interfere with, obstruct, or adversely affect the operation of air navigation aids and airport radio communications.
7. Stormwater Pollution Prevention. the tenant shall:
 - a. Use all reasonable methods to minimize pollution from fuel spills and use of hazardous materials or hazardous waste;
 - b. Develop a waste minimization plan and coordinate it with the appropriate Airports District Manager; and
 - c. Develop a Stormwater Pollution Prevention Plan under the guidelines of Airports Division SWPPP and have it approved by the Airports District Manager.

C. Building Site Development Standards for all Segments

1. Permitted Uses. The uses permitted shall be those defined in the lease for the building site.
2. Automobile and Truck Parking and Loading Requirements
 - a. Paved off-street parking areas sufficient for all the automobiles and trucks of employees, tenants, and customers and other vehicles used in the conduct of a lessee's business shall be provided on each building site. Parking on the streets and at public areas on airport property shall be permitted only in areas and times specifically designated and posted by the Department.
 - b. Parking in the front setback area shall not exceed 60% of the required minimum front setback area, and shall be appropriately screened from view by landscaping. Parking and maneuvering space shall be provided in accordance with accepted traffic engineering standards.
 - c. Buildings shall be designed and placed upon each building site so that motor vehicles of maximum length permitted by the State of Hawaii at the time of construction of each building may be maneuvered and loaded or unloaded off the street. On-street vehicle maneuvering or loading shall not be permitted.
 - d. On the side of a building facing a street, no truck loading door or loading dock shall be nearer than fifty (50) feet to the lease boundary line. Loading facilities shall be constructed so that no part of the longest legal loading vehicle being loaded or unloaded at any loading dock, loading door, or loading area will extend beyond the lease boundary line.
3. Aircraft Parking and Servicing
 - a. Except for permitted parking and servicing of aircraft on designated areas of the airport, provisions for parking aircraft belonging to tenants and their patrons, invitees, employees, and others shall be on the building sites.
 - b. Whenever hangar doors open onto a lease boundary line abutting a taxiway, they shall be set back a distance which in the opinion of the Department shall provide sufficient clearance for the holding, maneuvering, and parking of aircraft as incidental to the ingress and egress of aircraft from the hangars. No holding, maneuvering, stopping, or parking of aircraft off a building site for purpose of hangaring, parking, or storing of aircraft shall be permitted.
 - c. All aircraft parked or left unattended on any building site shall be entirely within the lease

boundary lines.

4. Building and Construction Materials.

- a. Any building material which has been approved by the Department and which complies with applicable building codes may be used.
- b. All aircraft taxiways and parking areas on the building site shall be paved with materials of sufficient strength to accommodate the heaviest aircraft anticipated to be parked on the building site, or of sufficient strength to accommodate aircraft with gross ramp weights of at least 12,500 pounds, whichever is the greater.
- c. Any connection from a driveway or sidewalk on a building site to the paved surface of an abutting street shall be constructed in accordance with the applicable standards of the Highways Division of the Department. Any connection from a taxiway or apron on a building site to the paved surface of an abutting public use taxiway shall be either:
 - (1) For a distance of twenty-five feet from the connection and of the same material and strength as the taxiway to which it is connected; or
 - (2) Painted in accordance with standards established by the Department to indicate that the connection is non-loading bearing.
- d. All ventilating fans, cooling towers, equipment, etc. placed on roofs of buildings shall be screened from view or enclosed in a manner that is architecturally compatible with the main portion of the building structure.
- e. Accessory buildings, enclosures, and fences shall be consistent in design and quality of materials with the buildings they serve.

5. Building Heights. All building heights shall conform to the rules and regulations of the Department and the Federal Aviation Administration.

6. Dust Control. All ground areas not covered by buildings shall be landscaped or paved, properly drained and graded, and maintained in good condition free of weeds, trash, and other debris.

7. Illumination. The design and location of exterior lighting shall be subject to the approval of the Department and shall comply with the requirements of the Federal Aviation Administration and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around airport.

8. Landscaping.

- a. All areas not paved or covered by buildings shall be landscaped in accordance with plans approved by the Department. In addition to trees, ground cover, and gardens, landscaping shall include, where appropriate, the use of walls, screenings, terraces, fountains, pools, and other water arrangements.
- b. Such landscaping, as approved by the Department, shall be installed within a period not to exceed ninety (90) days after the notice of completion of the initial building. Hose bibs or sprinkler systems shall be provided to serve all landscaped areas.
- c. Plans, specifications, and inspections for landscaping shall be accomplished by a professional landscape architect registered in the State of Hawaii and shall require the written approval of the Department prior to installation.
- d. Plant material shall consist of a balanced mixture of trees shrubs and ground cover.
- e. All trees shall at all times be limited to a height of thirty-five (35) feet above the curb line.

- f. A continuous greenbelt shall be required to be maintained on all building sites abutting streets; the greenbelt shall consist of grass lawns, ground cover, trees, shrubs, or any combination thereof as approved by Department. The greenbelt requirement shall be included in the minimum landscaping requirement for the building sites as set forth in this procedure.
 - g. Any unpaved area between the lease boundary line and the edge of the curb of the abutting street shall be landscaped and maintained to the satisfaction of the Department by the lessee of the building site.
 - 9. Power, Telephone, Utilities, and Sewer. No electric power line, water pipe, gas pipe, sewer pipe, or drainage pipe (other than roof leaders) shall be installed or maintained upon any building site above the surface of the ground, except for meter connections which shall be screened or enclosed in a manner approved by the Department.
 - 10. Setbacks. All front setback areas or side setback areas facing a street, with the exception of driveways, sidewalks, other walkways, and any parking, shall be used exclusively for the planting and growing of trees, shrubs, lawns and other ground cover, or material as approved by the Department. If landscaping is not properly maintained by the lessee, the Department may undertake such maintenance as it deems necessary with the resulting expense charged to the lessee.
 - 11. Signs and Advertising. All signs on the airport shall comply with Airports Division Procedure 7.7 "Environmental Preservation Guidelines."
 - 12. Hedges and Fences.
 - a. Except as otherwise specified in this procedure, no hedge or fence shall be grown, constructed, or maintained on any lease boundary line or lines or in any setback area or an area which abuts a street.
 - b. No hedge or fence shall be grown, constructed, or maintained on or adjacent to any street setback line that exceeds six (6) feet in height or elsewhere within setback lines that exceeds ten (10) feet in height, without the prior written approval of the Department.
 - c. Fences shall be constructed and gates installed and controlled where necessary to restrict access from the street to the aircraft operations area; the design and placement of the fences and gates shall be subject to the written approval of the Department prior to installation.
 - 13. Outside Storage
 - a. No vehicle, equipment, material, supply, or product shall be stored or permitted to remain on any building site outside a permanent building unless such storage is suitably shielded from public view by an appropriate screen compatible in design with the permanent structure; the screen shall require the written approval of the Department prior to installation.
 - b. No aviation fuel shall be stored, except as approved by the Department, on any building site other than on aviation fuel storage areas reserved by the Department for such use, and in accordance with a valid written contract with the Department.
 - c. Activities that involve the dismantling of aircraft or the storage of salvaged aircraft, aircraft engines, air-frames, parts, or accessories shall comply with the provisions of this procedure for storage. Aircraft stored at the airport without a current airworthiness certificate (except for purposes of relicensing) may, at the discretion of the Department, be declared salvage aircraft and shall thereupon be treated as a salvaged aircraft for the purposes specified above.
- D. Design and Construction of Improvements for All Segments.
- 1. General. No improvements of any kind shall be erected, altered, placed, assembled, or permitted

to remain on a building site unless and until plans showing their type of use, location, size, and architectural and engineering design have been approved in writing by the Department

2. Plans Required. All plans for improvements shall be prepared by registered architects or engineers and shall include:

- a. Topographic, grading, drainage, and utility plans showing one (1) foot contours and spot elevators referenced to airport datum and a plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet and showing the relationship of the proposed improvements on the building site to the improvements on the adjacent sites and to the utilities, streets, and taxiways.
- b. Preliminary plans and specifications of all proposed improvements in sufficient detail to determine compliance with these standards. The plans and specifications may be manufacturer's standard plans if sufficient. Plans shall be a suitable scale, but in no event smaller than 1/16-inch to the foot.
- c. Ground cover plans (including landscaping) which incorporate, at a minimum, the Department's general landscaping and paving requirements.
- d. An accurate architectural perspective of the proposed improvements, including the proposed exterior color schemes, style, materials, and design, working, and placement of all signs proposed.
- e. Any other plans, specifications, or design features requested by the Department.

3. Approval of Plans.

- a. Approval of plans and specifications for compliance with this procedure and for aesthetics shall be at the discretion of the Department .
- b. Approval of plans and specifications may be withheld because of failure to comply with this procedure.

4. Plans for Alterations to Improvements. All plans for alterations to the building site either for the construction of additional improvements or for alterations to existing improvements which are visible from the exterior of any building or which affect the structural system of any building or change any grade or landscaping, shall be prepared, submitted, and approved under the applicable provisions of this procedure.

5. Issuance of Building and Related Permits. Prior to obtaining necessary building and other related permits, lessees shall obtain written approval from the Department stating that the uses and plans for the lessee's building site have been approved by the Department as being in full compliance with this procedure.

E. Special Requirements for Airline Maintenance Hangar Area.

1. Permitted Uses. Any use which involves the operation of a facility for the maintenance and overhaul of air carrier aircraft, engines, parts, accessories, and equipment. The sale of aviation services and the offering of any services, or repairs of any type to the general public shall be specifically prohibited. Permitted activities shall include, but not be limited to, the following:

- a. The loading and unloading of aircraft.
- b. The maintaining, storing, and servicing of aircraft, which shall include overhauling, rebuilding, repairing, inspecting and licensing, and the purchasing and selling of parts, equipment, and accessories.
- c. The right of sale, disposal, and exchange of aircraft, aircraft parts and accessories therefor, and aviation equipment of every description as incident to the conduct of maintaining and overhauling air carrier aircraft, but not as distributor or as a dealer of same.

- d. The training of lessee's personnel but not members of the general public in any art, science, craft, or skill pertaining directly or indirectly to aircraft.
- e. The operation of offices and facilities incident to the conduct of lessee's business.

2. Building Site Requirements.

- a. On-line Maintenance Hangar:
 - (1) Minimum Site Area 2 acres
 - (2) Maximum Site Coverage 30%
 - (3) Minimum Landscaping Coverage 5%
- b. Airline Maintenance Base:
 - (1) Minimum Site Area 5 acres
 - (2) Maximum Site Coverage 30%
 - (3) Minimum Landscaping Coverage 5%

3. Setback Requirements.

- a. Front Setback Line 25 ft. minimum
- b. Side Setback Line 10 ft minimum on each side
- c. Rear Setback Line 10 ft minimum

4. Other Requirements. Engine runups shall be confined to soundproof test cell blocks or equivalent mobile suppressors.

F. Special Requirements for Cargo Mail Area.

1. Permitted Uses. Any use which involves the operation of a facility for the handling and storage of air cargo and mail shall include, but not be limited to, the following:

- a. The loading and unloading of aircraft.
- b. The receiving, delivering, dispatching, processing, handling and storing of air cargo, express, mail, and other property.

2. Building Site Requirements.

- a. Minimum Site Area 1 acre
- b. Maximum Site Coverage 50%
- c. Minimum Landscaping Coverage 5%

3. Setback Requirements.

- a. Front Setback Line 2
5 ft. minimum
- b. Side Setback Line 10 ft. minimum on each side
- c. Rear Setback Line 10 ft. minimum

G. Special Requirements for Aviation Support Area.

1. Permitted Uses. Any use which involves the operation of a facility to support the authorized businesses and services of others holding valid leases, contracts, or permits in the terminal complex shall include, but not be limited to, the following:
 - a. Inflight kitchens or catering services.
 - b. Airport employee cafeteria.
 - c. Offices and storage areas.
 - d. Ground transportation maintenance and storage areas.
 - e. Communications and meteorological facilities.
 - f. Airline training schools.
2. Building Site Requirements.
 - a. Minimum Site Area 1 acre
 - b. Maximum Site Coverage 50%
 - c. Minimum Landscaping Coverage 5%
3. Setback Requirements.
 - a. Front Setback Line 15 ft minimum
 - b. Side Setback Line 10 ft minimum on each side
 - c. Rear Setback 10 ft minimum

H. Special Requirements for General Aviation Commercial Fixed Base Operator Area.

1. Permitted Uses. Any business or service involving the sale of general aviation commercial services to the general public shall include, but not be limited to, the following as authorized in the lease from the Department to the lessee:
 - a. Aircraft servicing, repair, maintenance and storage.
 - b. Sales of new and used aircraft and aircraft parts, accessories, equipment, and materials at retail and wholesale prices.
 - c. Storage and vending of aircraft fuels, lubricants, and propellants.
 - d. Aerial photography, survey, and mapmaking services.
 - e. Air taxi, ambulance, and sightseeing services.
 - f. Nonscheduled, sightseeing, and charter services for the transportation of passengers, freight, cargo, and mail.
 - g. Flight schools--unless the Department has prohibited flight school activity at the airport and has provided adequate alternate landing facilities for this activity.
 - h. Offices, services, and retail activities complementary to the uses set forth above.
2. Building Site Requirements.
 - a. Minimum Site Area 2 acres

- b. Maximum Site Coverage 30%
- c. Minimum Site Coverage 5%
- d. Minimum Improvements:
 - (1) Aircraft shop and maintenance hangar 10,000 sq. ft.
 - (2) Office administration building 1,000 sq. ft.
 - (3) Paved apron area with access to hangar 40,000 sq. ft.
- e. Minimum Landscaping Coverage 5%

3. Setback Requirements.

- a. Front Setback Line 25 ft. minimum
- b. Side Setback Line 10 ft. minimum on each side
- c. Rear Setback Line 10 ft. minimum

I. Special Requirements for General Aviation Non-Commerical Area.

- 1. Permitted Uses. Any industrial, corporate, or business lessee that desires to hangar or accommodate one or more aircraft it owns or operates solely in connection with the internal conduct of its business for the transporting, not for hiring, of lessee's personnel, patrons, materials, and products shall be permitted to engage in certain activities including the following:
 - a. The loading and unloading of aircraft.
 - b. The maintaining, storing, and servicing of aircraft owned or operated and hangared by each such lessee on its building site by its own full-time employees.
 - c. The right of sale, disposal, and exchange of aircraft and their parts and accessories and of aviation equipment as directly incident to the conduct of maintaining and overhauling aircraft owned or operated and hangared by the lessee, by not as a regular business activity, or as a distributor or as a dealer of same.
 - d. The training of the lessee's personnel but not members of the general public in any art, science, craft, or skill pertaining directly or indirectly to aircraft owned or operated and hangared by the lessee.
 - e. The operation of offices and facilities incidental to the operation of the lessee's business.
- 2. Prohibited Uses. No use of noncommercial general aviation areas shall be permitted which, in the opinion of the Department will directly or indirectly compete with, impair, or restrict commercial aviation activities in the commercial aviation areas defined in subsection 7.6.04 H above.
- 3. Building Site Requirements.
 - a. Minimum Site Area 30,000 sq. ft.
 - b. Minimum Site Width 100 ft.
 - c. Maximum Site Coverage 60%
 - d. Minimum Landscaping Coverage 5%
- 4. Setback Requirements.

- a. Front Setback Line 25 ft.
- b. Side Setback Line 10 ft. minimum on each side
- c. Rear Setback Line 10 ft. minimum

J. Special Requirements for Fuel Farm Area.

- 1. Permitted Uses. The maintenance and operation of bulk storage facilities for gasoline, oil, grease, lubricants, and other fuels necessary for the operation of aircraft.
- 2. Prohibited Uses. No use of the fuel farm area shall be permitted which in the opinion of the Department will directly or indirectly compete with, impair, and restrict general aviation commercial activities as defined in this procedure. No aviation fuel or propellant may be purchased, stored, sold, or handled in these areas except by an aviation fuel vendor or user authorized under written contract by the Department to provide such fueling service at the airport. The servicing of aircraft in this area shall be specifically excluded.
- 3. Building Site Requirements.
 - a. Minimum Site Area 2 acres
 - b. Minimum Landscaping Coverage A minimum of two (2) feet
inside the fencing abutting or
facing a public right-of-way
- 4. Setback Requirements. As specified by the State Fire Marshall, or other governing agency.
- 5. Other Requirements.
 - a. In addition to the requirements in this procedure, the installation of improvements in the fuel farm area shall be subject to the requirements of county, state and federal agencies.
 - b. Each building site shall be completely enclosed by fences, with gate installed where necessary for access. Fences shall be installed on the lease boundary lines, except on the side of the building site that faces the common-use service road.

The fence line shall be consistent with existing fencing, and its location shall be subject to the prior written approval of the Department. The design of fences and gates shall be subject to the written approval of the Department prior to installation.
 - c. All ground areas not covered by fuel storage facilities, paving, or landscaping shall be covered only with gravel the installation and specification of which shall be subject to the written approval of the Department prior to installation.

K. General Provisions.

- 1. Conformance of Existing Improvements. All existing buildings and improvements on the airport shall be exempt from the provisions of this procedure for the duration of their present leasehold terms; provided, however, that no changes, alterations, or extensions shall be made to any existing improvements except in accordance with this procedure.
- 2. Continuity of Procedure.
 - a. This procedure shall apply to all development of airports operated by the Department
 - b. This procedure may be revised as required by the Department to retain flexibility to permit the adoption of new techniques, materials, criteria, etc.
- 3. Variances.
 - a. The provisions of this procedure and any request for variances from them are to be

interpreted, administered and enforced by the Director.

- b. Any tenant or prospective tenant may request a variance.
- c. Requests for variances shall be made in writing to the Director.
- d. The Director shall either approve or disapprove requests for variance within thirty days from filing.
 - (1) If approved, the variance shall be issued immediately.
 - (2) If disapproved, the Director shall provide a written statement setting forth the reasons for disapproval.

**DEPARTMENT OF TRANSPORTATION
ASSIGNMENT OF LEASE AND PREMIUM EVALUATION POLICY
ANNEX I**

Reference

Chapter 171-36(a)(5), Hawaii Revised Statutes (HRS)

☐ No lease shall be transferable or assignable, except by devise, bequest, or intestate succession; provided that with the approval of the board of land and natural resources, the assignment and transfer of a lease or unit thereof may be made in accordance with industry standards, as determined by the board; provided further that prior to the approval of any assignment of lease, the board shall have the right to review and approve the consideration to be paid by the assignee and may condition its consent to the assignment of the lease on payment by the lessee of a premium based on the amount by which the consideration for the assignment, whether by cash, credit, or otherwise, exceeds the depreciated cost of improvements and trade fixtures being transferred to the assignee; provided further that with respect to state agricultural leases, in the event of foreclosure or sale, the premium, if any, shall be assessed only after the encumbrances of record and any other advances made by the holder of a security interest are paid; ☐

Prior Approval

Any assignment of lease of Department of Transportation (DOT) property must have the prior written approval of DOT. Prior to giving its consent to an assignment, DOT must receive (i) the name, legal composition and address of any proposed assignee, (ii) a complete copy of the proposed assignment and purchase agreement, including the total consideration to be paid by the assignee for the assignment whether by cash, credit or otherwise, and (iii) the best available financial statements of the proposed assignee or any other such statements acceptable to the appropriate division, which statements shall be no older than one year prior to the date of the purchase agreement and audited or certified as correct by a financial officer of the proposed assignee. A consent to assignment by DOT shall not release the lessee (assignor) of any obligation to performed by the lessee or liability for acts or occurrences related to or resulting from the lessee's use or occupancy of the DOT property whether occurring before or after such consent unless the particular division is convinced that the assignee's financial responsibility is equal to or greater than the assignor.

No assignment of lease of DOT property shall be entered into until the Attorney General's Office (LEG) has first reviewed the proposed assignment and purchase agreement and the Director of Transportation (DIR) and the Board of Land and Natural Resources (Land Board) have given their approval. Such an assignment shall be entertained only if it meets one of the criteria set forth in Section 171-36(a)(5), HRS, except that the prerequisite stated in Section 171-36(a)(5)(A), HRS, shall be inapplicable to any DOT property.

Qualifications of Assignee

If qualification was required of a lessee as a pre-condition of the lease, the prospective assignee must also be qualified to assume the lease.

If a qualification questionnaire was required to be submitted by a lessee or concessionaire as a precondition of the lease or concession contract, the assignor shall submit a qualification questionnaire filled out by the prospective assignee in order that the appropriate division can evaluate whether the assignee has the required experience and background to assume the lease or concession contract.

Consideration to be Paid

Prior to review by LEG and approval by DIR and the Land Board, the lessee (assignor) must present the appropriate division with a written copy of the proposed purchase which includes the total consideration to be paid by the assignee whether by cash, credit or otherwise and any other cost data that the particular division may require.

Adjustment of Rental

In those leases wherein the DOT has the right to revise the rent of the demised premises upon an assignment, the lessee (assignor) shall also be required to present its cost data so that the appropriate division may review and analyze that information to determine whether the rent for the premises should be increased. The analysis shall accompany the request for review by LEG and the Land Board submittal.

Payment to DOT

All leases shall have an assignment clause that provides that the DOT shall receive from the lessee (assignor) a premium based on the amount by which the net consideration paid for the assignment, whether by cash, credit or otherwise exceeds the adjusted depreciated cost of improvements, renovations and trade fixtures being transferred to the assignee. The Engineering News-Record Construction Cost Index (CCI) (available at www.enr.com) and the Consumer Price Index for All Urban Consumers (CPI-U) (available at <http://stats.bls.gov/cpihome.htm>) will be applied to determine the adjusted depreciated costs. The value of the lessee's/assignor's inventory of merchandise should be deducted from the gross consideration paid to determine the net consideration. Intangibles such as goodwill, business name recognition, etc., are not deductible. (See Schedule A.)

To encourage long-term occupancy and discourage speculation, the premium for an assignment of a lease issued or awarded under Chapter 102 or 171, HRS, shall be the percentage of the excess payment (the selling price less the unamortized purchase price less the adjusted depreciated cost of all improvements, renovations and trade fixtures constructed or installed by the assignor) determined under Schedule A hereto, unless otherwise specifically provided in the lease, in accordance with the following schedule:

<u>Years</u>	<u>Percentage</u>
1 – 5	50%
6 – 10	45%
11 – 15	40%
16 – 20	35%
21 – 25	30%
26 – 30	25%
31 – 35	20%
36 – 40	15%
41 – 45	10%
46 – 50	5%
51 – 55	0%

The premium on subsequent assignments shall also be the percentage of the excess payment in accordance with the above schedule. For the purposes of the foregoing formula, the unamortized purchase price on subsequent assignments is the purchase price paid by the assignor when the lease was assigned to assignor less amortization on a straight line basis over the term of the lease remaining at the time of the assignment to assignor.

In addition to other remedies available to DOT under the lease, including, without limitation, the payment to DOT of the amount of the performance bond posted by lessee, DOT may, if the lessee has not performed lease covenants to improve or use the property for its specific uses, impose a surcharge of at least ten percent (10%) of the greater of the minimum guaranteed annual rental or the percentage rental for the year in which the lessee fails to so perform, provided the minimum guaranteed annual rental shall be no less than the minimum guaranteed annual rental for the second year of the lease term. The lessee may also be required to pay an amount equal to the minimum guaranteed annual rental for the second year of the lease term.

Depreciation of improvements, renovations and trade fixtures will be determined on a straight line basis. The whole term of improvements or renovations shall be defined as the period beginning with the date the construction of the improvements or renovations are completed until the termination date of the lease. Depreciation of trade fixtures will be determined in the same manner and shall be based upon the anticipated life of the trade fixture. (See Schedules B and C)

All lessees shall be required to furnish the appropriate divisions with the actual costs of construction of all improvements and renovations within thirty (30) days after their completion as well as the purchase price and other costs of all fixtures acquired for the lessee's operations on, related to or connected with the premises, within thirty (30) days after such costs are incurred. Lessees shall be required to furnish evidence satisfactory to the divisions of the actual costs including, without limitation, furnishing copies of construction contracts, receipts and/or purchase agreements. Lessees shall also be required to furnish the appropriate division with an inventory of all equipment and personal property placed on the premises. The appropriate division shall maintain records of all costs incurred by the lessee for construction of improvements and renovations as well as installation of trade fixtures, equipment and personal property submitted by the lessee and shall include with said records, a copy of the Engineering News-Record Construction Cost Index (CCI) and Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, for the year and month that construction and/or installation are completed.

In cases where the lessee has constructed or directed the construction of its own improvements, the lessee may be given the option of paying for an appraiser to determine the valuation of the improvements constructed, provided that the appraiser shall be selected by DOT.

If the lessee is a partnership, limited liability partnership, joint venture, limited liability company or corporation, the sale or transfer of twenty percent (20%) (or a percentage of less than twenty percent (20%) if such percentage represents a controlling interest in the lessee) or more of ownership interest or stocks by dissolution, merger or any other means must be reported to DOT and shall be deemed an assignment subject to the payment of a premium in accordance with the above schedule. However, transfers will not include (i) transfers of ownership among the lessee's shareholders when such transfers involve less than fifty percent (50%) of the ownership interest or (ii) transfers of ownership to persons who are not shareholders of the lessee at the time of the transfer, but who become both shareholders and employees of the lessee, and the transfer is of less than fifty percent (50%) of the ownership interest.

Qualifying Leases

All leases entered into after July 1, 2004 are subject to the payment of a premium percentage in accordance with the above schedule. The above policy does not apply to leases entered into between May 24, 1989 and June 30, 2004 unless consideration is paid by the lessee to amend the lease to incorporate the above policy. The terms of any existing lease that has been let through public auction cannot be amended.

For all leases entered into or assigned prior to May 24, 1989, the assessment of an assignment premium shall only apply to those leases wherein it has been determined by the Office of the Attorney General that the assessment of the assignment premium is applicable.

SCHEDULE A. Assignment of Lease Calculations

1. Subtract the amount, if any, attributable to inventory from the gross consideration for the assignment to obtain the net consideration.
2. Calculate the Adjusted Depreciated Cost of Improvements and Renovations (see Schedule B).
3. Calculate the Adjusted Depreciated Cost of Trade Fixtures (see Schedule C).
4. Determine the amount, if any, by which the net consideration for the assignment, whether by cash, credit, or otherwise, exceeds the adjusted depreciated cost of improvements, renovations and trade fixtures being transferred to the assignee by subtracting the amounts derived in Steps 2 and 3 above from the net consideration.
5. Then multiply the excess amount, if any, determined in Step 4 above, by the appropriate premium percentage.
6. The result is the premium due DOT.

Example

A lease is being assigned 57 months after completion of the improvements at a gross consideration of \$650,000, \$50,000 of which is attributable to inventory.

The initial cost of the improvements was \$500,000 while the current year/month CCI and base year/month CCI are 121.1 and 102.3, respectively. The whole term for the improvements is 408 months.

For the trade fixtures, the initial cost was \$1,510 with the current year/month CPI-U and base year/month CPI-U being 118.1 and 104.6, respectively. The total life expectancy is 96 months.

1.	Gross Consideration:	\$650,000
	Inventory:	\$ 50,000
	Net Consideration:	\$600,000
2.	Adj Cost Imp/Ren:	\$591,887
	Depreciation:	<u>- 82,690</u>
	Adj Dep Cost Imp/Ren:	(509,197)
3.	Adj Cost Trade Fixtures:	1,705
	Depreciation:	<u>- 1,012</u>
	Adj Dep Cost Trade Fixtures:	(693)
4.	Excess:	\$ 90,100
5.	Appropriate Premium Percentage:	x (e.g.) 50%
6.	Premium Due DOT:	<u>\$ 45,055</u>

SCHEDULE B. Adjusted Depreciated Cost of Improvements and Renovations

1. Adjusted Cost of Improvements and Renovations

Multiply the actual cost of the improvements and renovations, if any, by the most recent year/month Engineering News-Record Construction Cost Index (CCI) and divide the result by the CCI of the year/month construction was completed (base year/month) to get the adjusted cost of improvements and renovations.

2. Depreciation

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the improvements and renovations by the whole term of the improvements and renovations, the whole term being the period beginning on the date the improvements and renovations are completed until the expiration date of the lease. Multiply the adjusted cost of the improvements and renovations by the depreciation percentage to determine the depreciation.

3. Adjusted Depreciated Cost of Improvements and Renovations

Subtract the depreciation from the adjusted cost of improvements and renovations. The balance is the adjusted depreciated cost of improvements and renovations.

Example

Actual cost:	\$500,000
CCI (most recent):	121.1
CCI (base):	102.3
Expired term:	57 mos.
Whole term:	408 mos.

1. Adjusted Cost of Improvements and Renovations:

$$\text{Actual Cost} \times \text{CCI (most recent)} / \text{CCI (base)}$$

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

2. Depreciation:

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

3. Adjusted Depreciated Cost of Improvements and Renovations:

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

SCHEDULE C. Adjusted Depreciated Cost of Trade Fixtures

1. Adjusted Cost of Trade Fixture

Multiply the actual cost of the trade fixture by the most recent year/month Consumer Price Index for All Urban Consumers (CPI-U)* and divide the result by the CPI-U of the year/month in which the purchase was made (base year/month).

2. Depreciation

Determine the depreciation percentage on a straight-line basis by dividing the expired term of the trade fixture by its anticipated life. Multiply the adjusted cost of the trade fixture by the depreciation percentage to determine the depreciation.

3. Adjusted Depreciation Cost of Trade Fixtures

Subtract the depreciation from the adjusted cost of the trade fixture. The balance is the adjusted depreciated cost of the trade fixture.

*As published by the U.S. Department of Labor, Bureau of Labor Statistics

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

1. Adjusted Cost of Trade Fixture:

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

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

2. Depreciation:

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

3. Adjusted Depreciated Cost of Trade Fixture:

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

Should the State decide to consent to the sublease but limit the amount of rental charged to the sublessee, the maximum allowable sublease income may be determined by applying the following mathematical equation:

$$M - T - R(M - T) - E = 0$$

whereby,

M = maximum allowable sublease income

T = general excise tax

R = rate for management and vacancy loss (10%)

E = total allowances excluding management and general excise tax*

*when applicable

Solving for M:

$$M = \frac{E + T - RT}{1 - R}$$

Effect of Termination or Involuntary Assignment

In the event that a lease or sublease becomes available to a new lessee or sublessee as a result of the involuntary termination of the lease or sublease by foreclosure of the lien of any mortgagee's interest in the leased or subleased premises (whether by court order or otherwise), the purchaser/assignee thereof and the interest so acquired shall not be subject to the requirements of this DOT Sublease Evaluation Policy. Subsequent subleases shall be subject to the requirements of this DOT Sublease Evaluation Policy

**Department of Transportation
SUBLEASE EVALUATION POLICY
ANNEX II**

Reference

Chapter 171-36(a)(6), Hawaii Revised Statutes

“The lessee shall not sublet the whole or any part of the demised premises except with the approval of the board; provided that prior to the approval, the board shall have the right to review and approve the rent to be charged to the sublessee; provided further that in the case where the lessee is required to pay rent based on a percentage of its gross receipts, the receipts of the sublease shall be included as part of the lessee’s gross receipts; provided further that the board shall have the right to review and, if necessary, revise the rent of the demised premises based upon the rental rate charged to the sublessee including the percentage rent, if applicable, and provided that the rent downward,...” (Amended 1992)

Purpose

The purpose of the sublease evaluation policy is to discourage and dampen speculation. The basic rationale or philosophy behind the sublease evaluation policy is that the State, as mandated by statutes, should not allow anyone to make excessive “sandwich profits” from the use of State-owned land and will monitor it by participating in the distribution of such profits. The State does recognize the sublessor’s right to earn a fair return for its investment.

When the State determines that “sandwich profits” are being realized, the State may take such action as it deems necessary, including, without limitation:

- (1) limiting the amount of rent charged to the sublessee; or
- (2) receiving thirty percent (30%) of the “sandwich profit” from the sublessor while permitting the sublessor to retain the remaining seventy percent (70%).

The State may reevaluate the “sandwich profit” on an annual basis

Procedure

At the time the lessee requests approval of a sublease, the lessee shall submit any and all information the DOT deems necessary to properly analyze the proposed sublease, including, without limitation, the proposed sublease document, floor plans of the leased premises and the premises to be subleased, plans for any and all proposed improvements, estimated operating and other costs, total investment of the lessee, the proposed payments to DOT for permitting the sublease and any other financial information.

As part of its analysis of the proposed sublease, the State will consider:

- a. data found in the real estate market; including, without limitation, data relating to what other investors are experiencing for similar/comparable investments, and
- b. those allowances and operating expenses that are properly attributable to the sub-leased premises.

To qualify as properly attributable to the subleased premises and therefore eligible for deduction from the effective sublease income (gross annual sublease income minus the general excise taxes paid and/or payable), such allowances (including, without limitation, reserves for replacement of limited life items) and operating expenses must be reasonable, legitimate, adequately justified by the lessee and approved by the State. The operating expenses are to be prorated on an annual basis. Operating expenses are the periodic expenditures necessary to maintain the real property and continue the production of the effective gross income and include, but are not limited to the following:

1. **Fixed Expenses** - Fixed Expenses are operating expenses that generally do not vary with occupancy and have to be paid whether the property is occupied or vacant (i.e., real estate taxes, building insurance costs, etc.).
2. **Variable Expenses** - Variable Expenses are operating expenses that generally vary with the level of occupancy or the extent of services provided (i.e., utilities, painting, repair, maintenance, etc.).
3. **Reserve for Replacement Allowances** - Reserve for Replacement Allowances provides for the periodic replacement of building components that wear out more rapidly than the building itself and must be replaced periodically during the buildings economic life (i.e., roofing, carpeting, sidewalks, driveways, parking areas, etc.).
4. **Lease Rental** -The lease rental amount shall be the proportionate share of the total lease rent attributable to the subleased premises, based on the proportion the subleased area bears to the entire leased premises.

The Fixed Expenses, Variable Expenses and the Reserve for Replacement Allowances shall be prorated based on the proportion the leasable area of the subleased premises bears to the total leasable area of the building.

(For a detailed explanation on allowable operating expenses, please refer to Chapter 19, "Income Estimates," **The Appraisal of Real Estate**, Ninth Edition or such later edition, as applicable, prepared by the Textbook Revision Committee of the American Institute of Real Estate Appraisers.)

A reasonable return on the sublessor's investment which includes recapture of the sublessor's investment and some amount of profit is allowed. The allowance is the result of multiplying the sublessor's total investment in the subleased area by the Investment Return Rate.

The "Investment Return Rate" used in this DOT Sublease Evaluation Policy will be the sum of the following rates:

- a. **Treasury bonds rate.** The interest rate for thirty (30) year Treasury bonds in effect at the time the proposed sublease is being evaluated, as listed in the Wall Street Journal, or if not available, such similar publication as mutually agreed upon by the lessor and the lessee;
- b. **Capital recapture rate.** The annual percentage rate which would enable the lessee to recover the lessee's investment in the improvements constructed on the leased premises over the term of the lease (hereinafter the "capital recapture rate"). For example, if the lease term is twenty-five (25) years, the capital recapture rate shall be four percent (4%) per year; and
- c. **Premium rate.** A premium rate of two percent (2%).

The existing DOT lease rent attributable to the subleased area is also subtracted from the sublease income. Any balance remaining is the sandwich profit. If the State selects the option to approve the sublease rental, then the sandwich profit will be paid to DOT.

Should the State decide to consent to the sublease but limit the amount of rental charged to the sublessee, the maximum allowable sublease income may be determined by applying the following mathematical equation:

$$M - T - R(M - T) - E = 0$$

whereby,

M = maximum allowable sublease income

T = general excise tax

R = rate for management and vacancy loss (10%)

E = total allowances excluding management and general excise tax*

*when applicable

Solving for M:

$$M = \frac{E + T - RT}{1 - R}$$

Effect of Termination or Involuntary Assignment

In the event that a lease or sublease becomes available to a new lessee or sublessee as a result of the involuntary termination of the lease or sublease by foreclosure of the lien of any mortgagee's interest in the leased or subleased premises (whether by court order or otherwise), the purchaser/assignee thereof and the interest so acquired shall not be subject to the requirements of this DOT Sublease Evaluation Policy. Subsequent subleases shall be subject to the requirements of this DOT Sublease Evaluation Policy

Format**COMPUTATION SHEET**

DOT Lease No. _____, _____, Sublessor,
 sublease to _____, Sublessee

Gross Annual Sublease Income (Including general excise tax and common areas maintenance charges)		\$ XX,XXX
Less general excise tax		<u>- X,XXX</u>
Effective Income		\$ XX,XXX
Less Allowances:		
Management and vacancy loss (Eff. Inc. x 10%)	\$X,XXX	
Investment return* (Total Inv. x %)	X,XXX	
Fixed Expenses* (e.g., real property taxes, building insurance costs, etc.)	X,XXX	
Variable Expense* (e.g., utilities, painting, repair, maintenance, etc.)	X,XXX	
Reserve for Replacement Allowances* (e.g., roofing, carpeting, sidewalks, driveways, parking areas, etc.)	X,XXX	
DOT Lease No. _____ rental (proportionate share of the lease rent for the leased premises attributable to the subleased area based on the proportion the subleased area bears to the entire leased premises)	<u>X,XXX</u>	
Total Allowances:		<u>- X,XXX</u>
SANDWICH PROFIT		\$ X,XXX

*Prorated based on the proportion the leasable area of the subleased premises bears to the total leasable area of the building.

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Principal, and

(full legal name and street address of bonding company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of
Hawaii, are held and firmly bound unto the _____

(State/County entity)
its successors and assigns, hereinafter called Obligee, in the amount of _____
_____ DOLLARS (\$_____, to which payment Principal and surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above-bound Principal has entered into a Contract with Obligee dated _____
_____ for _____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____ day of _____, 20__.

(Seal) _____
Name of Principal (Offeror)

Signature*

Title

(Seal) _____
Name of Surety

Signature*

Title

*ALL SIGNATURES MUST BE

ACKNOWLEDGED BY A NOTARY PUBLIC

APPENDIX C
ATTACHMENT 7

PERFORMANCE BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That _____
(full legal name and street address of Contractor)
as Contractor, hereinafter called Principal, and

(full legal name and street address of bonding company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of
Hawaii, are held and firmly bound unto the _____
(State/County entity)
its successors and assigns, hereinafter called Obligee, in the amount of _____
_____ DOLLARS (\$ _____), to which payment Principal and surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

Whereas, the above-bound Principal has entered into a Contract with Obligee dated _____
_____ for _____
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE, the condition of this obligations is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance
with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation
shall be void; otherwise to remain in full force and effect.

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

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

Signed this _____ day of _____, 200_.

(Seal) _____
Name of Principal (Offeror)

Signature*

Title

(Seal) _____
Name of Surety

Signature*

Title

CONCESSIONAIRE'S LISTING OF HAZARDOUS SUBSTANCES

CONCESSIONAIRE'S LISTING OF ENVIRONMENTAL PERMITS

CONCESSIONAIRE'S LISTING OF ENVIRONMENTAL PERMITS

APPENDIX D

CONCESSION BOND

KNOW ALL BY THESE PRESENTS, that _____,
_____, as Principal,
and _____,
as Surety, are held and firmly bound unto the State of Hawai‘i, its successors or assigns, in the
full and just sum of _____
_____ DOLLARS (\$ _____), in lawful money of
the United States of America, for the payment of which to the State of Hawai‘i, its successors or
assigns, well and truly to be made, we do hereby bind ourselves and our respective heirs,
executors, and administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal shall
fully and faithfully perform and fulfill all of the covenants, terms and conditions in that certain
Concession Agreement, dated _____, entered into by said Principal with the State
of Hawai‘i for the operation and maintenance of a non-exclusive Rental Car Concession
Agreement and Facility Lease (“**ConRac Agreement**”) for the future Consolidated Rental Car
Facility at Kahului Airport in the State of Hawai‘i, and shall promptly pay all just claims against
the Principal, and shall hold harmless, indemnify and defend the State of Hawai‘i, its officers and
agents, successors or assigns, against loss or damage to property of the State of Hawai‘i, or to the
property of others, and from all claims, costs and liabilities for injury to or death of persons when
such loss, damage, injury or death arises or results from any acts or omissions of the Principal, its
officers, agents, employees, contractors and guests (including invitees and licensees) in
connection with the operation and maintenance of the Rental Car Concession, then this
obligation shall be void, otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED:

(1) That no amendment, modification, change, extension, alteration, deduction
or addition, permitted by said ConRac Agreement, in or to the covenants and terms of the
Concession Agreement, shall in any way affect the obligation of said Surety on this bond; and
that said Surety does hereby waive notice of any such amendment, modification, change,
extension, alteration, deduction or addition in or to the covenants, terms and conditions of the
ConRac Agreement.

(2) That suit on this bond may be brought before a court of competent
jurisdiction without a jury in the event of a breach of any, or all, or any part of, the stipulations,
agreements, covenants, terms or conditions contained in the ConRac Agreement or in this bond,
in accordance with the terms thereof.

WITNESS our hands and seals at _____,
State of _____, this _____ day of _____, 20____.

Principal

Surety

APPROVED AS TO FORM:

Deputy Attorney General

STATE OF _____)
) SS
COUNTY OF _____)

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

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

Doc. Description: _____
No. of Pages: _____

Notary signature

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

Doc. Description: _____
No. of Pages: _____

Notary Signature

My Commission Expires: _____