



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION ENGINEERING BRANCH
400 RODGERS BOULEVARD, SUITE 700
HONOLULU HI 96819-1880
FAX: (808) 838-8751

REQUEST FOR AIRPORTS PLANS

TO BE COMPLETED BY REQUESTOR:

FIRM NAME: _____ DATE: _____

ADDRESS: _____

REQUESTED BY (NAME): _____ PHONE NO: _____ FAX: _____

EMAIL ADDRESS: _____

PROJECT NUMBER: _____ PROJECT TITLE: _____

REFERRED BY (AIRPORTS STAFF): _____

ARE YOU MAKING AIRPORT TENANT IMPROVEMENTS? YES [] NO []

DETAILS OF PLANS/ELECTRONIC DATA REQUESTED: _____

PURPOSE OF PLANS/ELECTRONIC DATA REQUESTED: _____

Airports will contact you as soon as clearance is granted. However, if you do not hear from us 3 working days after you have submitted this request, please call 838-8855 to check on the status.

Requestor is required to sign Confidentiality and Non-Disclosure Agreement.

☆ By taking receipt of the requested plans/electronic data, Requestor agrees to the terms and conditions of the Indemnification Clause.

Requestor:
NAME _____

SIGNATURE _____ DATE _____

TO BE COMPLETED BY AIRPORTS:

State Project Manager/Property Manager/District Engineer Approval:

NAME _____

SIGNATURE _____ DATE _____

APPROVED / DISAPPROVED

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

- A. I acknowledge and confirm my understanding of the following with respect to the requested plans, drawings, GIS data, documents, photographs, materials and records, are hereinafter collectively referred to as the "Requested Documents".
- The "Requested Documents" may be considered sensitive security information ("SSI") under 49 CFR Part 15, 40 CFR Part 1520, and other federal regulations.
 - The "Requested Documents" may be protected from disclosure under the federal Freedom of Information Act and other application federal laws.
 - The "Requested Documents" are considered by DOTA to contain information that is vital to the security and safe operation of the Airport, whether or not the documents are classified by any other governmental entity or law as containing such information.
 - The "Requested Documents" are considered by DOTA possible to contain information that is commercially or financially sensitive or which is a trade secret.
- B. I agree to the following with respect to the "Requested Documents":
- I will safeguard the "Requested Documents": to prevent disclosure (whether inadvertent or otherwise) of them or any portion of them by keeping the "Requested Documents" when in use under the control of a limited number of authorized persons, of suitable age and discretion and when not in use stored in a secure container, such as locked desk, file cabinet, or locked room.
 - I will not release, disclose, distribute or disseminate all or any portion of the "Requested Documents" to, any person, company, entity, organization or firm for any reason that does not relate to the work of the project, or the purposes mentioned on the request. Any such permitted review, release distribution or dissemination of the "Requested Documents" that does not relate to the work of the project, or the purpose mentioned on the request shall be made only by an employee of the Firm with and utilizing appropriate supervisory and decision-making authority and discretion and only the following compliance with all application federal, state, and local laws and regulations.
 - I will not provide access to, or release distribute, or disseminate all or any portion of the "Requested Documents" in response to requests made pursuant to or based on the Hawaii Public Record law, the federal Freedom of Information Act, or any other public records or sunshine laws (collective "Public Record Laws"). I will immediately refer all such Public Record Laws request for access to or copies of all or any portion of the "Requested Documents" to DOTA for appropriate disposition.
- C. Neither DOTA granting me permission to review, nor DOTA allowing me to obtain copies of, the "Requested Documents" constitutes a waiver of the confidential, security sensitive , or disclosure exempt status of all or any portion of the "Requested Documents"

Project Number

Signature of Requestor

Date

Project Title

Print Name

Company Name

INDEMNIFICATION CLAUSE

I, the "Recipient" of Department of Transportation Airport Division's Instruments of Service, agree to the following:

Instruments of Service

The Recipient acknowledges that Drawings, Specifications and other documents, including electronic data received from Department of Transportation Airport Division ("DOTA") for this Project are for use solely with respect to this Project. DOTA makes no warranties, either express or implied, of merchantability and fitness of DOTA's Instruments of Service for any particular purpose. DOTA's Instruments of Service shall not be used by the Recipient or others on other projects.

In no event shall DOTA be liable for indirect or consequential damages as a result of the use, reuse or modification of DOTA's Instruments of Service by the Recipient or any person or entity that acquires or obtains DOTA's Instruments of Service from or through the Recipient.

Recipient acknowledges and agrees that there are assumptions/constraints to electronic files provided by the STATE, including but not limited to:

The extent of the coordinate system change from Old Hawaiian Datum (OHD) to North American Datum of 1983 High Accuracy Reference Network (NAD 83 HARN) is limited to coordinates on three designated physical points as noted on the CAD base files notes. Each Consultant who uses the base maps shall be solely responsible to verify all coordinates and existing field conditions.

Limits of Use

Because the information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, DOTA reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession.

Recipient shall retain copies of DOTA's Instruments of Service for information only. Said materials shall not be used by Recipient, or transferred to any other party for use in other projects, additions to the current project, or any other purpose for which the material was not intended.

Recipient is aware that differences may exist between these electronic files delivered and the printed hard copies of the Instruments of Service or existing conditions. DOTA makes no representation regarding the accuracy or completeness of the files that Recipient receives. In the event that a conflict arises between the files and the signed, sealed or stamped hard copies, the signed, sealed or stamped hard copies shall govern.

Furthermore, Recipient agrees that Recipient is solely responsible for determining if any conflict exists. Under no circumstances shall the Recipient who received DOTA's files and then uses it, be relieved of its own duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate its own work with that of other contractors/consultants for the project.

Recipient agrees to make no claim and hereby waives any and all claims against DOTA and agrees to defend, indemnify and hold DOTA harmless from and against any and all claims, injuries, losses, liabilities, expenses, damages, attorney's fees and defense cost arising out of or relating to (a) any modification, re-use and/or any other unauthorized use of DOTA's Instruments of Service by Recipient or any person or entity that acquires or obtains DOTA's Instruments of Service from or through the Recipient, and (b) any differences that may exist between the electronic files and the printed hard copies of the Instruments of Service, including construction documents.