

JOSH GREEN, M.D.  
GOVERNOR  
  
KEITH A. REGAN  
ACTING LT. GOVERNOR



**STATE OF HAWAII  
AGRIBUSINESS DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS**

235 SOUTH BERETANIA STREET, ROOM 205  
HONOLULU, HAWAII 96813

JAYSON M. WATTS  
CHAIRPERSON  
  
JASON OKUHAMA  
VICE CHAIRPERSON  
  
JESSE COOKE  
DAVE HINAZUMI  
GLENN HONG  
SHARON HURD, Ex-Officio  
CIARA W.K. KAHAHANE, Ex-Officio  
DEAN OKIMOTO  
KAREN SEDDON  
NATHAN TRUMP  
DANE K. WICKER, Ex-Officio

## Notice of Regular Meeting of the Board of Directors

Held via Teleconference with In-Person Location

THURSDAY, APRIL 30, 2026  
9:00 a.m.

Pursuant to section 92-3.7, *Hawai'i Revised Statutes (HRS)*, this meeting will be held using interactive conference technology (ICT). Board members, staff, persons with business before the Board, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested persons may submit written testimony in advance of the meeting, which will be distributed to Board members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff have time to disseminate it and that Board members have time to review it. Written testimony may be submitted electronically to [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov) or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation  
235 South Beretania Street, Suite 205  
Honolulu, Hawai'i 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

The public may participate in the meeting via:

ICT: <https://us06web.zoom.us/j/86459516948>

Telephone: (669) 900-6833, Webinar ID: 864 5951 6948

In-Person: Hawai'i Department of Agriculture and Biosecurity  
Plant Quarantine Branch  
1849 Auiki Street  
Honolulu, Hawai'i 96819

## **ICT ACCESS**

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Board requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g. abcd@efgh.com.

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **TELEPHONE ACCESS**

If you do not have ICT access, you may get audio-only access by calling the telephone number listed above.

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the telephone number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “ \* ” and then “9” on your telephone’s keypad. After entering “ \* ” and then “9”, a voice prompt will let you know that the host of the meeting has been notified. When recognized by the Chairperson, you may unmute yourself by pressing “ \* ” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “ \* ” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **IN-PERSON ACCESS**

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

Hawai‘i Department of Agriculture and Biosecurity  
Plant Quarantine Branch  
1849 Auiki Street  
Honolulu, Hawai‘i 96819

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

### **LOSS OF CONNECTIVITY**

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. If audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

### **SPECIAL ASSISTANCE**

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov).

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodation, modifications, auxiliary aids, translation, or interpretation services.

**NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 A MINIMUM OF THREE FULL BUSINESS DAYS (WEEKENDS AND STATE AND FEDERAL HOLIDAYS EXCLUDED) PRIOR TO THE MEETING.**

### **Agribusiness Development Corporation Non-Discrimination Statement**

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation's non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto  
Acting Title VI Non-Discrimination Coordinator  
Agribusiness Development Corporation  
235 South Beretania Street, Suite 205

*Notice of Regular Meeting of the Board of Directors*  
April 30, 2026

Honolulu, Hawai'i 96813  
Phone: (808) 586-0186  
Email: [dbedt.adc.titlevi@hawaii.gov](mailto:dbedt.adc.titlevi@hawaii.gov)

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

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## AGENDA

- A. Roll Call & Call to Order
- B. Approval of Minutes
  - 1. None
- C. Chairperson's Report
  - 1. None
- D. Committee & Permitted Interaction Group Reports
  - 1. Presentation of the report and findings of the Strategic Planning Permitted Interaction Group regarding its comprehensive review and proposed updates to the Agribusiness Development Corporation's Agribusiness Plan. This work was conducted pursuant to section 163D-5, Hawai'i Revised Statutes, to ensure the Corporation's strategic roadmap aligns with current agricultural priorities, legislative mandates, and the long-term sustainability of Hawai'i's diversified agricultural industry. *Pursuant to section 92-2.5(b)(1)(B), Hawai'i Revised Statutes, this meeting is limited to the presentation of the permitted interaction groups findings and recommendations. Board members may ask clarifying questions of the permitted interaction group members; however, no deliberation or decision-making on the matter will occur at this meeting. Final discussion and action will be scheduled for a subsequent meeting held at least six (6) business days after this presentation.*
  - 2. Presentation of the report and finding permitted interaction group established at the December 18, 2025 board meeting to evaluate the performance of the executive director on a semi-annual and annual basis, pursuant to section 163D-3(f), and section 92-2.5(b)(1), Hawai'i Revised Statutes. *Pursuant to section 92-2.5(b)(1)(B), Hawai'i Revised Statutes, this meeting is limited to the presentation of the permitted interaction groups findings and recommendations. Board members may ask clarifying questions of the permitted interaction group members; however, no deliberation or decision-making on the matter will occur at this meeting. Final discussion and action will be scheduled for a subsequent meeting held at least six (6) business days after this presentation.*
- E. Action Items
  - 1. To direct the Executive Director to negotiate and execute an emergency agreement with the United States Navy at the Pacific Missile Range Facility (PMRF) authorizing the immediate mobilization and operation of critical drainage infrastructure for an indefinite period unless superseded by a long-term

memorandum of understanding or Intergovernmental Support Agreement (IGSA), to address persistent flood conditions exacerbated by the Kona Low storm system; provided that the Navy shall remit payment to the Agribusiness Development Corporation (ADC) for any and all operational costs and usage fees associated with this emergency authorization. Subject infrastructure situated at Kekaha, District of Waimea, County of Kaua‘i, State of Hawai‘i, at or approximate to Tax Map Key Nos. (4) 1-2-002:001 (portion); :012. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*

2. To direct the Executive Director to enter into formal negotiations and execute a long-term Intergovernmental Support Agreement (IGSA) or Memorandum of Understanding (MOU) with the United States Navy at the Pacific Missile Range Facility (PMRF) for the long-term management, execution, and operation of the Kawaiele pump station and related drainage infrastructure; provided that such agreement establishes a sustainable framework for long-term flood mitigation and explicitly stipulates that the United States Navy shall be responsible for and remit payment to the Agribusiness Development Corporation (ADC) for any and all costs associated with the operation, maintenance, and administrative oversight of said pump stations. Subject infrastructure situated at Kekaha, District of Waimea, County of Kaua‘i, State of Hawai‘i, at or approximate to Tax Map Key Nos. (4) 1-2-002:001 (portion); :012. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*
3. Request to delegate authority to the Executive Director to complete negotiations in the best interest of the State and execute that certain Purchase and Sale Agreement with Grove Farm Company, Inc. for land, situated east of Maalo Road at Hanamā‘ulu, Līhu‘e, County of Kaua‘i, State of Hawai‘i, Tax Map Key No. (4) 3-8-018:001 (portion), including discussion and decision regarding final acreage to be included in the agreement, per request of the Board. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*
4. Request to delegate authority to the executive director to negotiate terms in the best interest of the State and execute that certain Reservoir Transfer Agreement for the acquisition of the Helemano 6 Reservoir (State ID: OA-0023) and the Kemoo 5 Reservoir (State ID: OA-0021) owned by Dole Food Company, Inc. and the Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key No. (1) 6-4-003:022; (1) 6-5-001:057. *The Board may go into executive session pursuant to section 92-5(a)(4),*

*Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*

5. Request for approval to issue a short-term revocable permit to Central Oahu Chief Petty Officer Association for parking access on Agribusiness Development Corporation property situated at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key No(s). (1) 7-1-001:005 (portion); (1) 7-1-002:037 (portion); :044 (portion); :041 (portion).

F. Informational Items

1. Presentation by Wendy Gady, Executive Director, Agribusiness Development Corporation, regarding current and pending grant applications.
2. Presentation by Wendy Gady, Executive Director, Agribusiness Development Corporation, regarding any non-encumbered or potentially lapsing funds effective June 30, 2026.
3. Presentation by Wendy Gady, Executive Director, Agribusiness Development Corporation regarding costs associated with National Pollutant Discharge Elimination System Permit No. HI0021952.
4. Briefing by the Executive Director related to tracked legislation related to the Agribusiness Development Corporation for the 2026 legislative session.

**ACTIVE MEASURES**

- A. **GM606 – Appointment of David Hinazumi (T)**  
Board of Directors of the Agribusiness Development Corporation.  
Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, DAVID HINAZUMI, for a term to expire 06-30-2028.
- B. **GM607 – Appointment of Jayson Watts (T)**  
Board of Directors of the Agribusiness Development Corporation.  
Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, JAYSON WATTS, for a term to expire 06-30-2029.
- C. **GM682 – Appointment of Joshua Uyehara (T)**  
Board of Directors of the Agribusiness Development Corporation.  
Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, JOSHUA UYEHARA, for a term to expire 06-30-2030.

- D. **HB1800 HD1, CD1 – RELATING TO THE STATE BUDGET. (T)**  
State Budget; Executive Supplemental Budget (\$).  
Adjusts and requests appropriations for fiscal biennium 2025-2027 funding requirements for operations and capital improvement projects of Executive Branch agencies and programs. Effective 7/1/3000. (HD1)
- E. **SB2169 SD1 HD1 – RELATING TO THE AGRIBUSINESS DEVELOPMENT CORPORATION. (T)**  
ADC; Real Property; Condemnation; Eminent Domain; Public Use.  
Authorizes the Agribusiness Development Corporation to acquire by condemnation any real property or interest in real property, except public lands, under certain conditions. Prohibits any real property acquired by the Corporation by condemnation from subsequently being transferred or taken for any other public use without the Corporation's consent. Effective 7/1/3000. (HD1)
- F. **SB2320 SD1 HD1 – RELATING TO AGRICULTURE. (T)**  
UH; DOE; DAB; ADC; DLIR; Farmers; Agricultural Careers; Kuleana AgTech Pathways Program; Regional Hubs; Reports;  
Appropriation (\$).  
Establishes the Kuleana AgTech Pathways Program to create career pipelines in the fields of agriculture and agricultural technology. Requires the University of Hawai‘i to collaborate with the Department of Education, Department of Agriculture and Biosecurity, Agribusiness Development Corporation, Department of Labor and Industrial Relations, and appropriate community organizations to develop and administer the program. Requires reports to the Legislature. Appropriates funds. Effective 7/1/3000. (HD1)
- G. **SB2360 SD1 HD2 – RELATING TO STATE ENTERPRISE ZONES. (T)**  
State Enterprise Zones; Qualified Business; State Business Tax Credit; General Excise Tax; Eligible Business Activities; Retail Sales; Value-Added Agricultural Products; Hawai‘i Food and Production Innovation Network; Health Care Services; Exemption; Extension.  
Amends the definition of "eligible business activity" for the purposes of the Enterprise Zone Program to include certain retail sales of tangible personal property, processing of certain value-added agricultural products, the Hawai‘i food and product innovation network, and the provision of certain professional services by health care professionals. For taxable years beginning after 12/31/2026, extends the eligibility period of the state business tax credit for qualified businesses within state enterprise zones. Beginning 1/1/2028, extends the eligibility period of the general excise tax exemption for qualified businesses within state enterprise zones. Applies to qualified businesses who join

the Enterprise Zone Program on or after a specific date. Effective 7/1/3000. (HD1)

- H. **SB2405 SD1 HD2 - RELATING TO AGRICULTURAL WORKFORCE HOUSING. (T)**  
DAB; Agricultural Workforce Housing Working Group; Report; Appropriation (\$).  
Establishes an Agricultural Workforce Housing Working Group within the Department of Agriculture and Biosecurity to address the shortage and challenges of agricultural workforce housing in the State. Requires reports to the Legislature. Appropriates funds. Effective 7/1/3000. (HD2)
- I. **SB2407 SD2 HD1 – RELATING TO AGRICULTURAL LAND. (T)**  
ADC; Agricultural Development; Hawai‘i Island; Property Manager; Position (\$).  
Establishes one full-time equivalent (1.0 FTE) Hawai‘i Island Property Manager position within the Agribusiness Development Corporation. Effective 7/1/3000. (HD1)
- J. **SB2595 SD1 HD1 – RELATING TO THE AGRIBUSINESS DEVELOPMENT CORPORATION. (T)**  
ADC; Lease; License; Rental; DOE; Appraised Market Value Rate; Food and Product Innovation Network.  
Requires payments to the Agribusiness Development Corporation for letting, licensing, or renting of its properties to be at appraised market value rates or higher, except where the lessees, licensees, and tenants grow, raise, and harvest fresh local agricultural products for the Department of Education or are partner members of the Food and Product Innovation Network. Effective 7/1/3000. (HD1)
- K. **SB2598 – RELATING TO NON-GENERAL FUNDS. (T)**  
Special Funds; Revolving Funds.  
Authorizes the use of moneys in certain special and revolving funds for operation and administration costs of the programs.
- L. **SB2800 SD1 HD1 – RELATING TO IRRIGATION SYSTEMS. (T)**  
DAB; DLNR; ADC; Irrigation Systems; Appropriation (\$).  
Appropriates funds to the Department of Agriculture and Biosecurity, Department of Land and Natural Resources, and Agribusiness Development Corporation to acquire, repair, and maintain irrigation systems in the State. Effective 7/1/3000. (HD1)
- M. **SB2805 SD2 HD1 – RELATING TO AGRICULTURE. (T)**  
Agricultural Investment Tax Credit.

Establishes a non-refundable income tax credit to incentivize significant investment in agricultural production and support the expansion of agricultural crops that take longer to become productive. Applies to taxable years beginning after 12/31/2026. Sunsets 1/1/2031. Effective 7/1/3000. (HD1)

- N. **SB2907 SD1 HD2 – RELATING TO MARINE AFFAIRS. (T)**  
Hawai‘i Technology Development Corporation; Ocean Cluster; Office of Marine Affairs; Marine Affairs Task Force; Marine Affairs Coordinator; Reports; Transfer; Appropriation (\$).  
Declares that the State is an ocean cluster. Establishes the Office of Marine Affairs and Marine Affairs Task Force within the Hawai‘i Technology Development Corporation. Establishes and appropriates funds for the Marine Affairs Coordinator position. Repeals the powers and duties of the Department of Business, Economic Development, and Tourism over marine affairs. Transfers the employees and functions of the Governor's Advisory Committee on Marine Affairs to the Office of Marine Affairs. Effective 7/1/3000. (HD2)
- O. **SB2921 SD1 – RELATING TO STATE FUNDS. (T)**  
Non-General Funds; Accounts.  
Transfers to the general fund the excess balances of various non-general funds and programs. (SD1)
- P. **SB3063 SD1 HD1 - RELATING TO DEPARTMENT OF EDUCATION PROCUREMENT. (T)**  
DOE; Food; Local; Procurement; Exemption.  
Exempts from the Hawai‘i Public Procurement Code procurements by the Department of Education of any amount of local edible produce and packaged food products that do not cost more than five per cent of non-local alternatives. Effective 7/1/3000. (HD1)
- Q. **SB3233 1 HD2 – RELATING TO AGRICULTURAL WORKFORCE HOUSING. (T)**  
DAB; ADC; State Agencies; Agricultural Workforce Housing Incentives; Agricultural Leases; State Procurement; Preferences; Report.  
Requires state agencies that administer agricultural leases, licenses, development programs, or procurement involving agricultural products to award points or preferences to agricultural projects incorporating agricultural workforce housing. Requires the Department of Agriculture and Biosecurity to submit a report to the Legislature. Effective 7/1/3000. (HD2)
- R. **SB3320 SD1 HD1 – RELATING TO THE FOOD AND PRODUCT INNOVATION NETWORK. (T)**

- DBEDT; ADC; Food and Product Innovation Network; Food Safety; Regulatory Integration; Performance Indicators; Market Access; Branding Initiatives; Enterprise Zones; Reports; Appropriation. Requires the Food and Product Innovation Network to integrate a coordinated food safety and regulatory framework. Requires the Agribusiness Development Corporation to establish key performance indicators for the Food and Product Innovation Network, develop a market access strategy, align and harmonize state branding initiatives, and report certain data to the Legislature. Requires the Department of Business, Economic Development, and Tourism to evaluate or adopt enterprise zone incentives in all counties to better support the Food and Product Innovation Network. Appropriates funds. Effective 7/1/3000. (HD1)
- S. **SB3332 SD1 HD1 – RELATING TO STATE-FUNDED TRAVEL.**  
DAGS; State Agencies; Travel Reports.  
Requires reports on travel taken by certain state agencies and for the reports to be submitted to the money committees of the Legislature. Sunsets 6/30/2028. Effective 7/1/3000. (HD1)
- T. **HCR24 / HR23 / SCR49 – DBEDT Food Manufacturing Study.**  
REQUESTING THE DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM TO CONDUCT A STUDY ON HAWAII'S FOOD MANUFACTURING STRENGTHS AND STRATEGIC MARKETS.  
DBEDT; DAB; UH; ADC; Study; Hawai'i Food Manufacturing Strengths and Strategic Markets; Hawai'i Food and Product Innovation Network; Local Goods; Hawai'i-Grown; Locally Produced; Logistics; Supply Chain; Feedback Loop; Entrepreneurs; Small Business
- U. **HCR108 / HR100 / SCR113 – DOE Farm-to-School & Local Procurement Report.**  
REQUESTING THE DEPARTMENT OF EDUCATION TO SUBMIT A REPORT TO THE LEGISLATURE DETAILING FARM-TO-SCHOOL IMPLEMENTATION, LOCAL FOOD PROCUREMENT, REGIONAL KITCHEN ALIGNMENT, AND FEDERAL FARM-TO-SCHOOL GRANT PARTICIPATION.  
DOE; DAB; ADC; USDA; Farm-To-School; Regional Kitchens; Local Food Procurement; Alignment; Federal Grants; Report
- V. **HCR144 / HR136 / SCR41 – Statewide Food Security Strategy.**  
REQUESTING CERTAIN STATE AND COUNTY AGENCIES, IN COORDINATION WITH COMMUNITY-BASED ORGANIZATIONS, TO DEVELOP A COMPREHENSIVE STATEWIDE FOOD SECURITY STRATEGY. (T)

Food Production; Food Insecurity; Comprehensive Statewide Food Security Strategy

- W. **HCR188 / HR178 – Ag Tourism Working Group (HTA).**  
REQUESTING THE HAWAII TOURISM AUTHORITY TO ESTABLISH AN AGRICULTURAL TOURISM WORKING GROUP TO EXAMINE EXISTING LAWS AND ORDINANCES RELATING TO AGRICULTURAL TOURISM AND PROVIDE RECOMMENDATIONS TO ENCOURAGE THE GROWTH OF AGRICULTURAL TOURISM IN HAWAII.  
HTA; Agricultural Tourism; Working Group; Report
- X. **SCR126 / SR118 – ADC Land Acquisition (Halaula, Hawai'i Island).**  
REQUESTING THE AGRIBUSINESS DEVELOPMENT CORPORATION TO COMPLETE THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE HALAULA AGRICULTURAL PARCEL IDENTIFIED AS TAX MAP KEY: (3) 5-3-7:15.  
ADC; North Kohala; Agriculture; Agricultural Development

5. Executive Director's report, including updates on current agency projects and acquisitions. Also, please see weekly reports available at <https://dbedt.hawaii.gov/adc/reports/>.

G. Adjourn

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*The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawai'i Revised Statutes.*

**PERFORMANCE WORK STATEMENT (PWS)  
OPERATION AND MAINTENANCE OF DRAINAGE CANALS AND PUMPS AT PMRF, KAUAI, HI  
NAVAL FACILITIES ENGINEERING SYSTEMS COMMAND HAWAII (NAVFAC HAWAII)**

**1.0 BACKGROUND**

1.1 Naval Facilities Engineering Systems Command Hawaii, (NAVFAC Hawaii) is the Hawaii engineering command for Commander, Navy Region Hawaii (CNRH). Operation and Maintenance (O&M) of the Drainage Canals and Pumps is needed at the Pacific Missile Range Facility (PMRF), Kauai, HI.

**2.0 SCOPE/OBJECTIVE**

2.1 NAVFAC Hawaii seeks a Contractor to furnish labor, supervision, management, tools, materials, equipment, and transportation necessary to perform operation and maintenance (O&M) of pumps, ditches, and associated drainage systems. Work shall ensure the continuous, reliable, and efficient operation of the drainage infrastructure to prevent flooding, ensure proper water flow, and maintain environmental compliance.

2.2 This contract includes routine O&M services and the performance of Emergency, Urgent, and Routine issued by the Government for additional corrective, emergency, or minor repair work within the general scope of this PWS.

**3.0 PERFORMANCE REQUIREMENTS**

**3.1 Emergency, Urgent, and Routine (E/U/R) Work**

- The Contractor shall receive E/U/R Work that is outside of routine preventive maintenance but within general scope of this PWS.
- The Contractor shall maintain sufficient materials and equipment on hand to support E/U/R work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete E/U/R work within the time limits specified.
- The Contractor has full responsibility for any work up to the work order limit of liability of 32 hours in direct labor and \$5,000 in direct material cost per work order. The Government will only pay for the portion of direct labor and/or direct material that exceeds the E/U/R work order limits of liability.
- E/U/R Work is responded to and completed within the specific time:
  - Emergency: The Contractor shall perform emergency work orders 24 hours a day, seven days a week throughout the contract period. Emergency work orders shall be responded to within one hour of receipt of call. The Contractor shall remain at the work site until the emergency has been arrested.
  - Urgent: The Contractor shall perform urgent work delays without extended delay. Urgent work orders are completed within five working days.
  - Routine: Performance of routine work orders is not required outside of Government regular working hours. Routine work orders are completed within 30 calendar days.

**3.2 Preventive Maintenance (PM) Program**

- The Contractor shall develop and submit a PM program
- The Contractor is fully responsible for and shall perform any incidental repairs, including replacement, discovered during scheduled maintenance work up to 32 hours of labor and \$2,500 per occurrence in direct material cost under the recurring work portion of the contract. Incidental repairs performed under maintenance are not considered E/U/R work.

**3.2.1 Pump Operation and Maintenance**

- Operate and maintain the three pumps at Kawai'ele pumping station as necessary to lower the level of water at the wet level

- Pump shall be cycled at least once per week. Each pump shall run for 20 minutes minimum. If cavitation becomes excessive, the pump shall be secured.
- Operation consists of weekly, monthly, quarterly, semiannual, and annual maintenance in accordance with the manufacturer's manual.

### 3.2.2 Kawai'ele Pump Station Infrastructure

- Perform maintenance on all infrastructure that supports the pumps at the Kawai'ele pumping station.
- Infrastructure includes instrument shed, pipes, railings, cross walks, etc. that requires periodic maintenance to deter deterioration.
- Maintenance shall include spot correction efforts to prevent more serious corrosion and deterioration.

### 3.2.3 Dry Ditch Flood Gate

- Provide periodic maintenance to assure that the gate is operational at all times.
- Maintenance should include other infrastructure such as safety railings and the walkway. Flood gate shall be operated during times of heavy rainstorms to limit flooding to the canals.

### 3.2.4 Flap Gates

- Provide periodic maintenance to ensure gates are operational at all times.
- Flap Gates shall be operated during times of heavy rainstorms to limit flooding in the canals.

### 3.2.5 Electric Power Transmission Lines

- Provide maintenance on the electrical power lines to ensure power loss to the pump stations are minimized.
- Maintenance include pole transformers, guy wire, cross arms and insulators, and any other related items that make power transmission possible.
- The Contractor shall also be responsible for tree trimming to prevent branches from contacting power lines.

### 3.2.6 Cathodic Protection Systems

- Maintain, inspect, and test cathodic protection systems in accordance with UFC 3-570-06 and instructions provided in Attachment entitled Cathodic Protection Operation Data and Maintenance Data.

### 3.3 National Pollutant Discharge Elimination System Permit (NPDES)

- Apply for and obtain a NPDES permit as required under any settlement agreement, court approval, or other applicable laws.
- Contractor's NPDES Permit shall be submitted to the Contracting Office (KO) within 30 days after permit is obtained.

### 3.4 Period of Performance: One (1) year from date of award with option to extend services for six (6) months

### 3.5 Additional specifications, site maps, inventory, and reference materials are provided as attachments to this PWS. The Contractor shall review and comply with all information contained therein.

## 4.0 ATTACHMENTS

Title	Attachment Number
1. Section C (Specifications)	Attachment 1
2. Section F (Deliverables)	Attachment 2
3. Section J (Attachments)	Attachment 3

<b>0100000 – General Information</b>	
<b>Spec Item</b>	<b>Title</b>
1	General Information
1.1	Outline of Services
1.2	Acquisition of Additional Work
1.3	Background Information
1.4	Navy PBSA Approach
1.5	Standard Template
1.6	Related Information
1.7	Verification of Workload and Conditions
1.8	Contractor's Knowledge
1.9	Technical Proposal Certification

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	
1.1	Outline of Services	<p>Except where otherwise stated, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) for OPERATION AND MAINTENANCE OF DRAINAGE CANALS AND PUMPS AT THE PACIFIC MISSILE RANGE FACILITY (PMRF), KAUAI, HI by means of a performance-based contract that is comprised of both Recurring Work and Non-Recurring Work Items.</p> <p>The PWS is organized into annexes. Annex 1 is "General Information". Annex 2 contains the on-site project management and administration requirements. Annexes 3 through 18 contain the technical requirements. The annex numbers are identified as 1 through 18 in the description column, but the fully expanded annex numbers include seven digits (e.g., Annex 1 expanded number is 0100000 as shown in the header row at the top of this page).</p> <p>Annex 1 General Information                      Annex 2 Management and Administration                      Annex 3 N/A                      Annex 4 N/A                      Annex 5 N/A                      Annex 6 N/A                      Annex 7 N/A                      Annex 8 N/A                      Annex 9 N/A                      Annex 10 N/A                      Annex 11 N/A                      Annex 12 N/A                      Annex 13 N/A                      Annex 14 N/A                      Annex 15 Facilities Support                          1502000 – Facility Investment                      Annex 16 N/A                      Annex 17 N/A                      Annex 18 N/A</p>
1.2	Acquisition of Additional Work	<p>The Government reserves the right to acquire additional services at additional locations, within the scope of the annexes and areas included in Spec Item 1.1 Outline of Services, in addition to the services and locations identified in the requirements of this contract. Additional services will be incorporated into the contract in accordance with the CHANGES clause, SECTION I or ordered under the non-recurring work provisions of the contract. Items of work not covered by this contract but within the general intent are considered in the scope of this contract.</p>
1.3	Background Information	<p>Flooding has long been a problem in the Mana Plains located on the west side of the island of Kauai. An extensive network of interconnected drainage channels, ditches, and storage reservoirs, along with the cultivated fields themselves, served to collect, store and convey both irrigation and excess drainage water. In addition to lowering the groundwater level during wet weather, the pumping stations, drainage channels and cultivated fields also played an important role in mitigation of flooding in the Mana Plain region.</p>

0100000 – General Information		
Spec Item	Title	Description
		<p>The Pacific Missile Range Facility (PMRF), Barking Sands, is a major U.S. Navy testing and training range located along the western shoreline of the Mana Plain. The coastal facility lies on the western shore and is adjacent to a vast expanse of agricultural land.</p> <p>Kauai is known as the Garden Isle. The temperature averages a high and a low of 80 to 70 degrees Fahrenheit. Precipitation ranges from 2 inches to 6 inches all year round. Mana Plain is located in the relatively dry part of the island. However, sudden precipitation could reach up to 10 inches within a short period of time.</p> <p>The work shall be performed at various locations within the prescribed land area at PMRF and could vary from location to location. The following is an example of the dispersion of work at the various locations:</p> <ol style="list-style-type: none"> <li>1) Maintenance and Repair of pumps and pumping stations – <i>Kawai’ele Pumping Station</i></li> <li>2) Maintenance and Repair of power poles, transmission lines and pole transformers – <i>Various Locations</i></li> <li>3) Maintenance of flood gates – <i>Various Locations</i></li> </ol>
1.4	Navy PBSA Approach	The Navy’s approach to performance-based service acquisition (PBSA) includes four component parts, which are 1) performance outcomes, 2) measurable standards, 3) consideration of incentives, and 4) performance assessment plan.
1.5	Standard Template	<p>Key to implementing the PBSA approach is using a standard template that ensures Navy-wide consistency yet affords appropriate tailoring to meet local needs.</p> <p>The standard template contains 18 standard annexes. Annex 1 will always contain General Information that is relevant to the entire scope of the contract. Annex 2 contains Management and Administration requirements that are relevant to the entire scope of the contract. Annexes 3 through 18 and their associated sub-annexes contain the General Information, Management and Administration requirements, Performance Objectives, Related Information, and Performance Standards that are relevant to that technical annex. Except where otherwise stated, Annexes 3 through 18 and their associated sub-annex requirements are not relevant to one another. Within each technical annex and sub-annex, the organization of information and requirements are also standardized. Specification Item 1 will always contain General Information. Specification Item 2 will always contain the Management and Administrative requirements. Specification Item 3 will always contain the Recurring Work requirements. Specification Item 4 will always contain the Non-Recurring Work requirements. Requirements and standards for higher level specification items apply to all subordinate specification items, e.g., Specification Item 3 standards apply to all recurring work specification items. Specification Item 3.1 is applicable to all 3.1 subordinate specification items. Specification Items 3.2 and 3.3 are not considered subordinate to 3.1 nor are they considered subordinate to one another. All costs associated with Annexes 1 and 2 and Specification Items 1 and 2 shall be priced, and their price shall be allocated pro rata share to the Exhibit Line Items.</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1.6	Related Information	<p>There are four types of Related Information that can be found in the Description and Related Information columns of the specification as follows:</p> <p>Informational Notes as used throughout this PWS provides additional information to offerors' to be used in developing a thorough understanding of the work to be performed in this contract. Any block of text marked "Informational Notes" throughout Annexes 1 through 18 and their associated sub-annexes are subject to this disclaimer. Offerors' may not rely upon the "Informational Notes" as material representations of the Government. Information provided in "Informational Notes" does not create a contractually binding requirement on either party.</p> <p>Clarifying Information describes client expectations in a more detailed manner than the Performance Objective and Performance standard alone.</p> <p>Constraining Information describes limitations to the work performed to meet the Performance Objective and Performance Standard.</p> <p>Requirement Information further describes client requirements associated with each Performance Objective.</p>
1.7	Verification of Workload and Conditions	<p>Throughout the PWS, the workload data is generally referred to as being located in Sections C and J. Section C provides data such as descriptions, specifications, and the statement of work. Section J provides data such as system descriptions, maps, floor plans, and tables to represent the type and location of services to be provided.</p> <p>All facilities, systems, and assets identified in this contract shall be accepted by the Contractor in "AS-IS" condition. The Contractor is fully responsible for all work up to and including the limits of liabilities specified.</p> <p>As prescribed in FAR 52.237-1, offerors' or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.</p>
1.8	Contractor's Knowledge	<p>The Navy expects to receive insightful management from its contractors. This management shall include the knowledge, skills, authority and willingness to use contractor resources to find better ways of serving Navy clients' strategic and operational goals and objectives. The Navy's use of performance-based objectives evidences this principle. Although performance work statements will typically contain several levels of performance assessment, the Navy wants its contractors to exercise maximum discretion within bounds of prudent risk management to adjust processes and resources needed to reach specified objectives at the highest performance level.</p>
1.9	Technical Proposal Certification	<p>The Contractor warrants that its proposal including, but not limited to, proposed approaches, staffing, methodology, or work plans, will meet the performance objectives and standards set forth in this contract during execution thereof. The Contractor is not excused from meeting such performance objectives and standards in the event such proposal proves inadequate as conceived or executed to meet such performance objectives</p>

<b>0100000 – General Information</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		and standards. The Contractor understands that it bears all of the cost and performance risk associated with adopting acceptable additional (and/or alternative) means or methods of meeting the performance objectives and standards.

<b>0200000 – Management and Administration</b>	
<b>Spec Item</b>	<b>Title</b>
2	Management and Administration
2.1	Definitions and Acronyms
2.2	General Information
2.2.1	Government Regular Working Hours
2.2.1.1	Observed Federal Holidays
2.2.1.2	Restriction to Contractor Working Hours
2.2.2	Wage Determinations
2.2.3	Requirements Hierarchy
2.3	General Administrative Requirements
2.3.1	Required Conferences and Meetings
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment
2.3.3	Partnering
2.3.3.1	Informal Partnering
2.3.3.2	Contract Partnering Administration
2.3.3.3	Contract Partnering Session Attendees
2.3.4	Permits and Licenses
2.3.5	Insurance
2.3.5.1	Certificate of Insurance
2.3.5.2	Minimum Insurance Amounts
2.3.6	Protection of Government Property
2.3.7	Directives, Instructions, and References
2.3.8	Invoicing Procedures
2.3.9	Forms
2.4	Government-Furnished Items
2.4.1	Government-Furnished Property (GFP)
2.4.2	Government-Furnished Facilities
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2.4.4	Government-Furnished Utilities
2.5	Contractor-Furnished Items
2.6	Management
2.6.1	Safeguarding Information
2.6.2	Dissemination of Information
2.6.3	Work Reception
2.6.4	Work Control
2.6.5	Work Schedule
2.6.6	Deliverables
2.6.7	Service Interruptions
2.6.8	NAVFAC Maximo
2.6.8.1	NAVFAC Maximo Data
2.6.8.2	NAVFAC Maximo Method of Data Entry
2.6.8.3	NAVFAC Maximo Access
2.6.8.4	NAVFAC Maximo Training
2.6.9	Quality Management System (QMS)
2.6.9.1	Quality Management (QM) Plan
2.6.9.2	Quality Inspection and Surveillance
2.6.9.3	Quality Inspection and Surveillance Report
2.6.10	Property Management Plan
2.6.11	System and Equipment Replacement
2.7	Personnel Requirements
2.7.1	Key Personnel
2.7.1.1	Project Manager (PM)

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<b>Spec Item</b>	<b>Title</b>
2.7.1.2	Quality Manager
2.7.1.3	Site Safety and Health Officer (SSHO)
2.7.1.4	Environmental/Energy Manager
2.7.2	Employee Requirements
2.7.2.1	Employee Certification and Training
2.7.2.2	Employee Appearance
2.7.2.3	Employee Conduct
2.7.2.4	Identification as Contractor Employee
2.7.2.5	Removal of Employees
2.7.2.6	Proof of Legal Residency
2.7.3	Service Contract Reporting (SCR)
2.8	Security Requirements
2.8.1	Employee Listing
2.8.2	Vehicles
2.8.3	Passes and Badges
2.8.4	Access to Installation
2.8.4.1	DBIDS Program
2.8.4.2	DBIDS Credentials
2.8.5	Access to Buildings
2.8.6	Access Arrangements
2.8.6.1	Escort Arrangement for Secured Areas
2.8.7	Security Clearances
2.8.8	Access to Controlled Unclassified Information
2.8.9	Access to Government Information Technology (IT), Operating Technology (OT), and Facility Related Control Systems (FRCS)
2.8.10	Access to Navy Marine Corps Intranet (NMCI)
2.8.11	Employee Status
2.9	Contractor Safety Program
2.9.1	Contractor Safety Requirements
2.9.1.1	Experience Modification Rate (EMR)
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or Job Transfer (DART) Rate
2.9.2	Accident Prevention Plan (APP)
2.9.3	Activity Hazard Analysis (AHA)
2.9.4	Safety and Occupational Health (SOH) Risks and Compliance Plans
2.9.4.1	Alcohol and Drug Abuse Prevention Plan
2.9.4.2	Chemical Hazard Communication Program
2.9.4.3	Confined Space Program
2.9.4.4	Critical Lift Plan
2.9.4.5	Fall Prevention and Protection Plan
2.9.4.6	Pathogen Exposure
2.9.4.7	Control of Hazardous Energy (lockout/tagout)
2.9.5	Crane Operations
2.9.5.1	Crane Inspections
2.9.5.2	Rigging Gear
2.9.5.3	Crane Operators
2.9.6	Accident and Damage Reporting
2.9.6.1	Accident Reporting and Notification Criteria
2.9.7	Fire Protection
2.9.8	Monthly On-Site Labor Report
2.9.9	OSHA Citations and Violations
2.9.10	Safety Inspections and Monitoring
2.9.11	Safety Certification

<b>0200000 – Management and Administration</b>	
<b>Spec Item</b>	<b>Title</b>
2.9.12	Safety Apparel on Jobsites
2.9.13	Emergency Medical Treatment
2.9.14	Excavations
2.10	Environmental Management and Sustainability
2.10.1	Energy Management Program
2.10.1.1	Water Conservation Plan
2.10.1.2	Energy Efficient Products
2.10.2	Environmental Protection
2.10.2.1	Sampling, Testing and Laboratory Services
2.10.2.2	ODS Requirements for Refrigerant Recycling
2.10.2.3	Solid Waste Management and Recycling
2.10.2.4	Non-Regulated Waste Disposal
2.10.2.5	Regulated Waste Disposal
2.10.2.6	Universal Waste
2.10.2.7	Spill Prevention, Containment, and Clean-up
2.10.2.8	Hazardous Material Management
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)
2.10.2.10	Noise Control
2.10.2.11	Salvage
2.10.2.12	Asbestos Containing Material (ACM)
2.10.2.13	Clean Air Act (CAA)
2.10.3	Sustainable Procurement and Practices
2.10.3.1	Environmentally Preferable Products
2.10.3.2	Use of Recovered Materials
2.10.3.3	Use of Biobased Products
2.11	Disaster Preparedness
2.12	Technical Library
2.13	Warranty Management
2.14	Recurring Work Procedures
2.14.1	Recurring Work Preparation of Proposals
2.14.2	Notification to the Government for Work Above the Recurring Work Limitations
2.14.3	Recurring Work Exhibit Line Item Numbers (ELINS)
2.15	Non-Recurring Work
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)
2.15.1.1	Acceptance and Performance
2.15.1.2	Invoicing and Receiving Payment
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)
2.15.2.1	Non-recurring Work Preparation of Proposals
2.15.2.1.1	Labor Requirements
2.15.2.1.2	Direct Material and Construction Equipment Requirements
2.15.2.2	Issuance of Final Task Order
2.15.3	Non-Recurring Work ELINS

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	General Information	
2.2.1	Government Regular Working Hours	The Government's regular working hours are from 0700-1600, five days per week, Monday through Friday, except observed Federal holidays. Exceptions to the regular hours of operation are detailed in subsequent sections of this PWS. Work in certain annexes or sub-annexes require Contractor continuous operations, 24 hours a day, every day of the year including holidays. The performance of other work requirements shall be accomplished within the Government's regular working hours unless the specific work requirement specified herein necessitates otherwise. Any other work outside Government regular working hours must be authorized by the KO prior to commencement of work.
2.2.1.1	Observed Federal Holidays	The Government observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
2.2.1.2	Restriction to Contractor Working Hours	If the Contractor wishes to work outside of the Government's regular working hours for the Contractor's convenience, the Contractor shall submit a written Request to Work Outside Government's Regular Working Hours per Section F. Excludes work to be performed during specified hours.
2.2.2	Wage Determinations	Wage Determinations are included in J-0200000-02.
2.2.3	Requirements Hierarchy	Requirements or definitions specified in each spec item of this contract apply to subordinate paragraphs. For example, requirements shown in spec item 3.1 would apply to spec items 3.1.1, 3.1.2, 3.1.2.1 and so on.  Likewise, Performance Standards specified at a lower digit level (i.e. spec item 3.1.1, 3.1.2, 3.1.2.1) apply when performance is assessed at a higher tier (i.e., spec item 3.1) based on the composite work requirements.
2.3	General Administrative Requirements	
2.3.1	Required Conferences and Meetings	The Contractor shall attend administrative and coordination meetings. The Contractor shall provide sign-in sheets and prepare minutes of all meetings and submit per Section F for review and comments. Comments received within two working days shall be incorporated into the minutes and a copy of the final revision shall be submitted per Section F for concurrence.
2.3.2	Training for Maintenance and Operation of New and Replacement Systems and Equipment	When construction, renovation, or repair work is performed by means other than this contract, the Contractor shall attend Government provided training, as applicable, for maintenance and operation of new and replacement systems and equipment at no additional cost to the Government.
2.3.3	Partnering	The Government requires cohesive partnerships with its Contractors and subcontractors. Key stakeholders, including the supported commands who may receive services, principal individuals from NAVFAC, the performance assessment team, and representative(s) of the installation(s) will be invited to participate in the partnering process. Key members of the prime and sub-contractor teams, including senior management personnel must participate.

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		The partnership will draw on the strength of each organization in an effort to achieve quality contract services done right the first time, within the contract price, as scheduled, and without any safety mishaps. NAVFAC P-204 Facility Support Contracts Partnering Guide contains the framework necessary for consistent implementation of partnering for Facility Support Contracts (FSCs).
2.3.3.1	Informal Partnering	<p>The Contracting Officer shall organize the initial Partnering Meeting with key personnel of the project team, including Contractor's personnel and Government personnel. The initial session will be scheduled concurrent with the Pre-Performance Conference and held no later than 30 days after award and will be held at a Government provided facility as designated by the KO.</p> <p>The Initial Informal Partnering Session will be conducted and facilitated using electronic media (a video and accompanying forms) provided by Contracting Officer. The senior Government stakeholder present will lead the meeting, however, the Contractor's PM or senior representative is encouraged to participate as co-lead.</p> <p>The Partners will determine the frequency of the follow-on sessions.</p>
2.3.3.2	Contract Partnering Administration	<p>Upon award, the ACO will contact the Contractor, supported command(s), Region, and Installation(s) stakeholders, and the performance assessment team to discuss implementation of partnering.</p> <p>A partnership agreement, The Charter, should be in place as early as possible so issues arising, even before work begins, can be resolved using the issues resolution process.</p> <p>Replacement of Core Management Team members (stakeholders who attended the initial session and manage the contract work day-to-day) is discouraged since it will disrupt the synergy that has been developed. If replacement of a team member proves to be unavoidable, a follow-on partnering session must be held to officially turn the responsibilities of the position over to the new member.</p> <p>The Core Management Team consisting of the attendees below must be present during the initial and all follow-on partnering sessions. These are the core mandatory attendees. Other stakeholders may attend if they desire or as recommended by the partners.</p>
2.3.3.3	Contract Partnering Session Attendees	<p>The Contractor shall bring the necessary personnel to successfully partner on this contract. Asterisk indicates mandatory personnel.</p> <p>President/Vice President  * Project Manager  * Quality Manager  Site Safety and Health Officer</p>
2.3.4	Permits and Licenses	The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, state and local laws and regulations. The Contractor shall submit copies of Permits and Licenses per Section F.
2.3.5	Insurance	The Contractor shall submit a Certificate of Insurance per Section F as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below in accordance with the FAR Clause 52.228-5, INSURANCE – WORK ON A GOVERNMENT

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		INSTALLATION. This insurance must be maintained during the performance period.
2.3.5.1	Certificate of Insurance	The Certificate of Insurance shall provide for at least 30 calendar days written notice to the KO by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned insurance clause.
2.3.5.2	Minimum Insurance Amounts	The Contractor shall procure and maintain, during the entire period of performance under this contract, the following minimum insurance coverage:  Comprehensive General Liability: \$500,000 per occurrence  Automobile Liability: \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage  Workmen's Compensation: As required by Federal and state worker's compensation and occupational disease statutes  Employer's Liability coverage: \$100,000, except in states where worker's compensation may not be written by private carriers  Other as required by state law
2.3.6	Protection of Government Property	During execution of the work, the Contractor shall protect Government property. The Contractor shall return areas damaged as a result of Contractor negligence under this contract to their original condition at no cost to the Government.
2.3.7	Directives, Instructions, and References	Department of Defense (DoD), Secretary of the Navy (SECNAV), Chief of Naval Operations (OPNAV), and other applicable Directives, Instructions, and References are listed in J-0200000-03. The Contractor shall comply with the most current version of directives, instructions, and references including versions published during the term of the contract.
2.3.8	Invoicing Procedures	Refer to Section G for invoicing instructions. Refer to Invoice Form in J-0200000-04 for sample.  Invoices shall be submitted in a format compatible with the most recent Government installed Microsoft Office Version. Invoice data shall be capable of being sorted by CLIN, annex/sub-annex, spec item, spec item title, and ELIN/Sub-ELIN.
2.3.9	Forms	Forms referenced in this Annex, e.g. accident reporting, and damage reporting are included among the Forms in J-0200000-05.
2.4	Government-Furnished Items	Except for items identified below as Government-Furnished, the Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services described in this Performance Work Statement (PWS).  Government-Furnished Items will be provided in "AS-IS" condition and their use is at the option of the Contractor. The total or partial breakdown or failure of Government-Furnished Items shall not relieve the Contractor of the responsibility to perform the requirements of this contract.  The Contractor shall provide periodic servicing, maintenance, and repair of the Government-Furnished Items accepted for use at no additional cost to the Government. Servicing, maintenance, and repair shall be provided in

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>accordance with the manufacturer’s recommendations. The Contractor shall generate work orders in NAVFAC Maximo per Spec Item 2.6.8 for all servicing, maintenance, and repair activities performed on Government-Furnished Items.</p> <p>At the completion of the contract, all Government-Furnished Items shall be returned to the Government in the same condition as received, except for reasonable wear and tear. Government-Furnished Items, which becomes worn out due to normal wear and tear, shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by Contractor negligence or abuse.</p> <p>The Government may inspect Government-Furnished Items at any time and without notice.</p>
2.4.1	Government-Furnished Property (GFP)	Not Applicable
2.4.2	Government-Furnished Facilities	Not Applicable
2.4.3	Government-Furnished Vehicles and Equipment	Not Applicable
2.4.4	Government-Furnished Utilities	Not Applicable
2.5	Contractor-Furnished Items	<p>Except for items identified as Government Furnished, the Contractor shall provide all equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The KO may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and polychlorinated biphenyls (PCBs) shall not be brought onsite. Energy efficient tools and equipment shall be used when available. The KO may at any time require Samples, Safety Data Sheets (SDS) or Manufacturer’s Data Cut Sheets of Materials used in this contract.</p>
2.6	Management	<p>The Contractor shall manage the total work effort associated with the services required herein to meet the performance objectives and standards. Such management includes but is not limited to planning, scheduling, cost accounting, report preparation, establishing and maintaining records, and quality assurance. The Contractor shall provide a staff with the necessary management expertise to ensure performance objectives and standards are met.</p>
2.6.1	Safeguarding Information	<p>The Contractor shall safeguard controlled unclassified information and information associated with Government property in accordance with the latest revision of CNSSI 1253, DoDI 8582.01, NIST SP 800-53, NIST SP 800-171, SECNAV Defense Industrial Base (DIB) Memo, and applicable contract clauses. At a minimum, this information shall be protected at the moderate confidentiality level as defined in NIST SP 800-171.</p> <p>Contractor information and data systems that contain information associated with Government property shall comply with DoD Risk Management Framework (RMF).</p>

<b>0200000 - Management and Administration</b>		
<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>The Contractor shall develop Plans of Action and Milestones (POA&amp;Ms) per NIST SP 800-171, track accomplishment, and submit to the Government per Section F.</p> <p>If a cybersecurity incident is encountered or suspected related to any (Contractor or Government) Information Technology (IT) or Operating Technology (OT) systems, including Monitoring and Control Systems, the Contractor shall notify the Government per Section F.</p>
2.6.2	Dissemination of Information	If certain information cannot be provided to the public, state what information cannot be provided, when it will be provided, and to whom, e.g., DoD policy limits the dissemination of certain information. Instructions, Directives, and References not releasable to the public, e.g., Floor Plans, Maps, Post Orders, and Standard Operating Procedures, will be made available after contract award to the successful offeror with appropriate credentials and a need to know.
2.6.3	Work Reception	The Contractor shall provide the capability to receive, prioritize, correspond, and respond to trouble/service calls and task orders during Government regular working hours and provide a point of contact at a local or toll free number who can perform the above function during other than Government regular working hours.
2.6.4	Work Control	The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking and reporting of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. Verbal scheduling and work status updates shall be provided when requested by the Government. A status update of any item of work must be provided within two hours of the inquiry during regular working hours, and by 0800 the following work day for inquiries after regular working hours.
2.6.5	Work Schedule	<p>The Contractor's work shall not interfere with normal Government business. In those cases where some interference is unavoidable, the Contractor shall minimize the impact and effects of the interference. The Contractor shall provide advance access of all of its work schedules to the Government. The Contractor shall provide written notification of any difficulty in scheduling work due to Government controls. At a minimum, the notification shall include the following:</p> <ul style="list-style-type: none"> <li>• The date and time the work was initially coordinated.</li> <li>• The name and phone number of the Government person with whom the work was initially coordinated.</li> <li>• The name and phone number of the Government person who prevented the work from being performed as previously coordinated.</li> <li>• The alternative date and time, the Government person requested the work be accomplished.</li> </ul>
2.6.6	Deliverables	<p>Except where otherwise stated, deliverable requirements are specified in Sections C, F, H, I, J, and within the Directives, Instructions, and References. The Contractor shall submit accurate and complete documents within the specified timeframes. The Contractor shall revise/modify deliverables, as directed by the KO, at no additional cost to the Government.</p> <p>Except where otherwise specified, all deliverables shall be submitted electronically in a Microsoft Office Version 2010 compatible format.</p>

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		<p>Deliverables shall include the company name, contract number, contract title, date, and shall be unprotected and capable of being sorted by CLIN, work order number, asset number, section, annex/sub-annex, spec item and ELIN/Sub-ELIN or clause. All formulas shall be traceable.</p> <p>Government acceptance of deliverables shall not relieve the Contractor of the responsibility for any error or omission which may exist in the deliverable, as the Contractor is responsible for all requirements of this contract.</p>
2.6.7	Service Interruptions	<p>If any utilities or other services must be discontinued (even temporarily) due to scheduled contract work, the Contractor shall notify the KO, COR, affected tenants, and customers in accordance with local procedures. If the discontinued service is due to an emergency breakdown the Contractor shall notify the KO, COR, affected tenants, and customers as soon as practicable and provide the status of repairs, as directed by the KO, until normal operation is restored.</p> <p>Scheduled utility outages and interruptions to equipment, system(s) operation, or other services shall be scheduled after hours of operation.</p> <p>The Contractor shall shutdown, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages and service interruptions, at no additional cost to the Government.</p>
2.6.8	NAVFAC Maximo	<p>The Contractor is required to provide asset, specification, and condition assessment data for NAVFAC's MAXIMO. The data is required for the Government's use in long term asset management and planning.</p> <p>The information and format for data submission provided in Section J supports long-term asset management and facilitates transfer to NAVFAC Maximo. These requirements and data format are managed by the FM&amp;S Product Line at the NAVFAC HQ level.</p> <p>NAVFAC Maximo is the Computerized Maintenance Management System (CMMS) used by the Government for work order history, asset management, and condition assessment. The Contractor shall provide all required data for NAVFAC MAXIMO as identified below:</p> <p>Informational Note:  Not all supported commands' assets are included in NAVFAC Maximo. Not all of the modules available within the Maximo application are utilized by NAVFAC and the modules utilized may not be fully implemented. NAVFAC Maximo does not include a detailed inventory of all assets, components, and equipment that the Contractor is required to service under this contract and may include inaccuracies, omissions, and redundancies.</p>
2.6.8.1	NAVFAC Maximo Data	<p>Required data fields for work orders are indicated in the Service Provider Information provided in J-0200000-06. Asset inventory data requirements are indicated in the Asset Information provided in J-0200000-07, including additional data for Utilities assets listed in Specification Information in J-0200000-08. Required data for documenting condition assessments is indicated in the Characteristic Meter Reading Information provided in J-0200000-09.</p> <p>Specified data shall be provided for all work performed in 1502000 Facility Investment. Further instructional information detailing the process for submitting the specified information for NAVFAC Maximo Data Reporting is</p>

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		<p>provided in J-0200000-10.</p> <p>The Service Provider, Asset, Specification, and Characteristic Meter Reading Interfaces are used in multiple processes for loading data into Maximo by the Government and the format may be updated periodically.</p> <p>As part of the update the Contractor may be asked to modify the file to add/move columns in their submission. The Contractor shall provide up to 10 extra data elements or columns with as many as 150 characters per element for the Government to define during contract performance at no additional cost to the Government. The Government will provide the Contractor 60 calendar days' notice of modifications to the Service Provider, Asset, Specification, or Characteristic Meter Reading Interfaces file format.</p>
2.6.8.2	NAVFAC Maximo Method of Data Entry	<p>The Contractor shall provide data for NAVFAC Maximo using the methods detailed below:</p> <p><b>DIRECT ENTRY:</b> The Contractor shall manually enter required work order and condition assessment data directly into NAVFAC Maximo. The Contractor shall ensure all information is updated by the end of each workday for all work performed.</p> <p>If the Contractor does not have access to NAVFAC Maximo at contract start, work order and condition assessment data shall be submitted in a pipe delimited flat-file following the NAVFAC Maximo Data Reporting process described in J-0200000-10 per Section F. Any failures in processing of the flat-file shall be corrected and resubmitted by the Contractor. In order to demonstrate the ability to properly format the flat-file, the Contractor shall provide a Sample Pipe Delimited Flat-file prior to contract performance per Section F. Flat file submission of work order and condition assessment data will be allowed for a period not to exceed six months unless an extension is authorized in writing by the KO.</p> <p><b>FLAT FILE:</b> The Contractor shall electronically record and report compiled service performance data for exportation of asset and specification data to NAVFAC Maximo. The Contractor shall submit asset and specification data in a spreadsheet flat-file following the NAVFAC Maximo Data Reporting process described in J-0200000-10 per Section F.</p>
2.6.8.3	NAVFAC Maximo Access	<p>The process for obtaining access and establishing NAVFAC Maximo accounts are detailed in the NAVFAC Maximo System Access Procedures provided in J-0200000-11.</p> <p>Once accounts have been established, NAVFAC Maximo can be accessed at <a href="https://maximo.navy.mil">https://maximo.navy.mil</a>.</p> <p>The Contractor shall provide all necessary computer equipment and Internet Service Provider (ISP) accounts to access NAVFAC Maximo for Direct Entry of required data.</p> <p>A maximum of five NAVFAC Maximo accounts will be approved for the Contractor. Changes of personnel requiring NAVFAC Maximo accounts more than once per year may result in required compensation to the Government for the administrative costs in processing account requests.</p>

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		The Contractor shall submit a list of personnel requiring NAVFAC Maximo accounts per Section F.
2.6.8.4	NAVFAC Maximo Training	The Government will provide or make available initial training on NAVFAC Maximo to Contractor personnel responsible for direct entry of work order, asset, specification, and condition assessment data. Additional training will be provided by the Government when there are significant changes to the NAVFAC Maximo software or data entry requirements. Training due to changeover of personnel will be the responsibility for the Contractor. The Contractor will be provided a general user guide, local instructions, and other materials by the Government as reference material for the use of NAVFAC Maximo.
2.6.9	Quality Management System (QMS)	<p>The Contractor shall establish and maintain a complete QMS program in accordance with the provisions specified herein. The Contractor's QMS program shall provide an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The Contractor's QMS program shall address:</p> <ul style="list-style-type: none"> <li>• Accurate documentation of work processes, procedures, and output measures.</li> <li>• A systematic procedure for assessing compliance with performance objectives and standards.</li> <li>• Accurate documentation of quality inspections and surveillance conducted throughout the execution of work.</li> <li>• Assessment-driven corrective actions and process adjustments as appropriate in a timely manner.</li> </ul>
2.6.9.1	Quality Management (QM) Plan	<p>The Contractor shall develop and submit a QM Plan per Section F. The QM Plan shall describe the QMS methodology and approaches used under this contract. If any changes are made during the period of performance, the Contractor shall submit the revised QM Plan for acceptance, per Section F.</p> <p>The Contractor's QM Plan shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>• Policy and objectives of Quality Management System (QMS)</li> <li>• Quality organization <ul style="list-style-type: none"> <li>○ List of personnel</li> <li>○ Responsibilities &amp; lines of authority</li> <li>○ Training and qualifications</li> </ul> </li> <li>• Approach to assuring quality of services provided and conformance with performance objectives and standards</li> <li>• Methods and procedures for effective planning, operation and control of processes and performance of work</li> <li>• Procedures for inspection and surveillance of services to include all contractual requirements. <ul style="list-style-type: none"> <li>○ Scheduling and performance of inspection and surveillance</li> <li>○ Measurement, data collection and analysis</li> <li>○ Corrective action, preventive action, and continuous improvement</li> <li>○ Oversight of subcontracted work</li> </ul> </li> <li>• Documentation and records management</li> <li>• Communication with government (customers)</li> </ul>
2.6.9.2	Quality Inspection and Surveillance	The Contractor shall establish and maintain an inspection and surveillance system in accordance with the FAR Clause 52.246-4, INSPECTION OF SERVICES – FIXED PRICE, to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and

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		surveillance results, and dates and details of corrective and preventive actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be submitted to the COR after completion/termination of the contract per Section F.
2.6.9.3	Quality Inspection and Surveillance Report	The Contractor shall submit a copy of the Contractor Quality Inspection and Surveillance Report per Section F. The Contractor Quality Inspection and Surveillance Report shall include a narrative of events, a tabulated summary and results of the quality inspection and surveillance events performed, inspection-driven corrective actions taken and the results attained, and management process adjustments during the previous month. The Government may adjust the frequency of the submittal based on the Contractor's quality of performance.
2.6.10	Property Management Plan	Not Applicable
2.6.11	System and Equipment Replacement	The Contractor shall maintain the integrity and performance of existing energy saving, water conservation or other sustainability design features of systems and equipment in the performance of repair and replacement work. Except where otherwise specified, replacement components shall be of the same model/style or equivalent as the component being replaced. Substitutes for replacement components must be accepted by the KO prior to use. The KO will furnish available information for the existing systems and equipment.
2.7	Personnel Requirements	The Contractor shall comply with the personnel requirements stated below:
2.7.1	Key Personnel	<p>The Contractor shall submit a List of Key Personnel and Qualifications per Section F. The Contractor shall provide any additional information requested by the KO or COR necessary to validate their qualifications.</p> <p>The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.</p> <p>The Contractor shall provide complete resumes for proposed substitutes and any additional information requested by the KO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The KO will notify the Contractor within 15 calendar days after receipt of all required information of the consent on substitutions. No change in fixed unit prices may occur as a result of key personnel substitutions.</p>
2.7.1.1	Project Manager (PM)	<p>The Contractor shall provide a PM and designated alternate, as applicable, who shall have full authority to act for the Contractor on all contract matters relating to this contract. The PM or alternate shall be on-site during the Government's regular working hours and shall be available on-site within one hour after the Government's regular working hours.</p> <p>The PM shall have at least three years of experience in managing a workforce providing services on contracts of similar size, scope and complexity.</p>
2.7.1.2	Quality Manager	The Contractor shall provide a Quality Manager or designated alternate who shall be on-site at all times when the Contractor is performing work during the Government's regular working hours and shall be available on-site within two hours after the Government's regular working hours. The Quality

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		<p>Manager or designated alternate shall report directly to a senior corporate official and shall not report directly to the Project Manager.</p> <p>The Quality Manager or designated alternate shall have fulfilled the following pre-requisite training and experiences before being hired as the Quality Manager under this contract:</p> <p>The Quality Manager or designated alternate shall have at least three years of experience in preparing and enforcing QMS programs on contracts of similar size, scope and complexity. The Quality Manager or designated alternate may be the same person as the SSHO.</p>
2.7.1.3	Site Safety and Health Officer (SSHO)	<p>The Contractor shall provide a Level 2 SSHO who is responsible for preparing and enforcing the Contractor’s safety program on this contract. The Level 2 SSHO shall ensure the requirements of EM 385-1-1 and 29 CFR 1926.16 are met for the project. The Level 2 SSHO or an equally qualified Designated Representative/alternate shall be on-site at all times when work is being performed to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The Level 2 SSHO shall have fulfilled the pre-requisite qualification, training, continuous learning, and experiences describe in the EM 385-1-1 before being hired as the Level 2 SSHO under this contract. The Level 2 SSHO may be the same person as the project manager but shall have fulfilled the pre-requisite qualification and experience.</p>
2.7.1.4	Environmental/ Energy Manager	<p>The Contractor shall provide an Environmental/Energy Manager whose primary duty and responsibility is to ensure Contractor operations adhere to the goals and policies of the Environmental Management System, the Installation Energy Plan, and other specified Sustainability requirements affecting this contract. The Environmental/Energy Manager shall develop, implement and monitor environmental strategies, policies and programs that promote sustainable development and examine the contract activities to establish where improvements can be made and ensure compliance with environmental legislation and energy policy.</p> <p>The Environmental/Energy Manager shall have a minimum two years’ experience with environmental procedures similar to those of this contract; familiarity with Environmental Management Systems (EMSs); and knowledge of environmental regulations and federal energy laws and policy (including energy and water reduction requirements and renewable energy requirements) that are applicable to operations similar to those of this contract.</p>
2.7.2	Employee Requirements	<p>The Contractor shall provide experienced, qualified, and capable personnel to perform the work in this contract. Personnel shall be fully knowledgeable of all safety, environmental, and energy requirements associated with the work they perform. Personnel shall speak, read, and comprehend English to the extent that they can perform the contract requirements and comply with installation emergency procedures.</p>
2.7.2.1	Employee Certification and Training	<p>The Contractor shall maintain personnel certification, training, and licensing records for employee requirements specified herein and within all technical annexes/sub-annexes. Certification, training, and licensing records shall be kept current and on file for the duration of the contract including all option periods. Records shall be made available for Government review within 4 hours of request.</p>

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2.7.2.2	Employee Appearance	The Contractor shall ensure that all employees present a professional appearance that is appropriate for their position. The KO reserves the right to determine the acceptability of any clothing worn. All Contractor/subcontractor employees working under this contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for station required passes or badges.
2.7.2.3	Employee Conduct	Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner.
2.7.2.4	Identification as Contractor Employee	Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. All Contractor employees shall appropriately identify themselves as contractor employees in both verbal communication and electronic or written correspondence.
2.7.2.5	Removal of Employees	The Contractor shall remove from the site any individual whose continued employment is deemed by the KO to be contrary to the public interest or inconsistent with the best interests of National Security.
2.7.2.6	Proof of Legal Residency	No employee or representative of the Contractor will be admitted to the site of work unless satisfactory Proof of Legal Residency is submitted per Section F.
2.7.3	Service Contract Reporting (SCR)	<p>The Contractor shall report total dollar amount invoiced and all contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="https://www.sam.gov">https://www.sam.gov</a>.</p> <p>Per Section F, reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <a href="https://www.sam.gov">https://www.sam.gov</a>.</p>
2.8	Security Requirements	<p>The Contractor shall comply with all Federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the KO when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained.</p> <p>The Contractor shall ensure that Contractor personnel do not present a risk to security. By entering the installation, Contractor personnel are subject to installation, state, local and federal regulations and laws, including but not limited to debarment and criminal prosecution.</p>
2.8.1	Employee Listing	The Contractor shall maintain a current Employee List and submit per Section F. The list shall include employee's name, supervisor, company, and level of security clearance.
2.8.2	Vehicles	The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration, if applicable.
2.8.3	Passes and Badges	All Contractor employees shall obtain the required employee and vehicle passes. The Contractor employees must be able to obtain Common Access

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		Cards (CAC) in accordance with security requirements. Each employee shall wear the Government issued badge over the front of the outer clothing. When an employee leaves the Contractor's service, the employee's Passes and Badges shall be confiscated by the Contractor immediately and returned within 10 calendar days.
2.8.4	Access to Installation	All Contractor personnel shall obtain access to the installation through enrollment and registration into the Defense Biometric Identification System (DBIDS).  The Contractor shall provide the KO with the name of their designated Service Contractor Administrator (SCA) for enrollment in DBIDS. Once enrolled, the Contractor must provide the DBIDS Registrar with an approved employee list and then direct their employees to register into DBIDS.
2.8.4.1	DBIDS Program	DBIDS is an enterprise identity management and perimeter installation access control solution in which Contractor personnel who enroll, and are approved, are subsequently granted access to the installation for a period up to three years, or the length of the contract, whichever is less, and are not required to obtain a new pass from the Base Pass and Identification Office for each visit. There are no fees associated with obtaining a DBIDS credential.  The Government performs background screening and credentialing. Throughout the year, the Contractor employee must continue to meet background screening standards. Periodic background screenings are conducted to verify continued DBIDS participation and installation access privileges. DBIDS access privileges will be immediately suspended or revoked if at any time a Contractor employee becomes ineligible.
2.8.4.2	DBIDS Credentials	Contractor employees shall furnish a completed copy of the SECNAV 5512/1 form to obtain the required background check and visit the local Navy Installation Visitor Control Center to obtain a DBIDS credential once approved. The SECNAV 5512/1 form and additional information about DBIDS can be found at: <a href="https://www.cnic.navy.mil/om/dbids.html">https://www.cnic.navy.mil/om/dbids.html</a> .  The Contractor may initiate the adjudication process when a background screen failure results in disqualification from participation in DBIDS and the Contractor employees do not agree with the reason for disqualification. The Contractor may also apply for a waiver when a background screening failure results in disqualification from participation in DBIDS. The Commanding Officer will be the final waiver determination authority.  The Contractor shall immediately collect employee DBIDS credentials and notify the KO in writing: (1) That an employee has departed the company without having properly returned or surrendered their DBIDS credentials. (2) That there is a reasonable basis to conclude that an employee, or former employee, might pose a risk, compromise, or threat to the safety or security of the installation or anyone therein.
2.8.5	Access to Buildings	The Contractor shall monitor and control access into restricted areas under their responsibility, allowing only those individuals who have been properly cleared into restricted areas or other controlled access areas. The Contractor shall comply with security requirements, plus those imposed by the installation Commander at all times. Personnel with access to restricted areas shall have the appropriate screening, and shall wear special badges authorizing access for those areas. Contractor personnel shall not enter restricted or controlled areas or installation facilities unless specifically

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		authorized in performance of their duties. The Contractor shall secure all buildings and facilities entered during non-duty hours and will secure all building and facilities under the Contractor's cognizance at the end of each work day or shift period.
2.8.6	Access Arrangements	The Contractor shall make all arrangements through the appropriate office necessary to obtain access to buildings, facilities and other work areas, and when necessary, arrange for them to be opened and closed by the controlling authority. The Government may issue keys to the Contractor. The Contractor shall use due diligence and be responsible for compromised security systems to include replacement costs that result from its action or inaction.
2.8.6.1	Escort Arrangement for Secured Areas	<p>The Contractor shall make arrangements for Government escort into secured areas requiring escort. The KO will provide information on applicable buildings, spaces and the appropriate point of contact.</p> <p>The Contractor may experience delays while waiting for escorts. The Government estimates the wait period can be up to 15 minutes. The Contractor shall notify the Government Performance Assessment Representative (PAR) and appropriate point of contract if an escort is not available after 15 minutes and access to accomplish the work is denied. Unscheduled requirements may require a longer wait for an escort.</p>
2.8.7	Security Clearances	The Contractor shall obtain all required corporate and personnel Security Clearances, prior to commencement of work, at no additional cost to the Government. The Contractor shall ensure that a list of all personnel with Security Clearances is maintained current, including clearances that are pending.
2.8.8	Access to Controlled Unclassified Information	<p>The Contractor personnel whose work involves access to controlled unclassified information shall undergo a Tier 3 Investigation to verify their trustworthiness. If the Contractor personnel currently have a favorably adjudicated Tier 3 Investigation the Contractor shall notify the Government Command Security Manager who will validate this in the Joint Personnel Adjudication System (JPAS).</p> <p>The Contractor shall request from the Government for access to the E-QIP Direct program for the Contractor employees to complete the SF-86 form on line for a Tier 3 Investigation. The Security Manager will determine suitability. Upon a favorable Tier 3 Investigation, the Contractor personnel shall submit the original signed release statements, and an OF-306 Declaration for Federal Employment to the Security Manager per Section F. Upon submission of the necessary documentation through eQIP, the Contractor Employee shall provide digital fingerprints. The Contractor's Security POC shall notify the COR and the Security Manager when Contractor Employees have submitted their fingerprints.</p> <p>The request shall be renewed annually or for the duration of the contract if less than one year.</p>
2.8.9	Access to Government Information Technology (IT), Operation Technology (OT), and Facility	<p>Personnel accessing Government IT and OT systems to include but not limited to Maximo, DMLSS, DDC, and SCADA are in positions considered Non-Critical Sensitive/IT-II and require a Tier 3 investigation to verify their trustworthiness.</p> <p>Prior to being granted access to Government IT, OT, and FRCS systems, personnel shall have a favorably adjudicated Tier 3 Investigation, obtain a CAC in accordance with security requirements, successfully complete</p>

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	Related Control Systems (FRCS)	<p>required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.</p> <p>Personnel accessing Government IT, OT, and FRCS systems shall complete annual required training such as cyber assurance awareness, information security (INFOSEC) awareness, and operations security (OPSEC) awareness.</p> <p>The Contractor shall submit a list of personnel requiring access to Government IT, OT, and FRCS systems per Section F.</p>
2.8.10	Access to Navy Marine Corps Intranet (NMCI)	The Contractor may be required to access Navy Marine Corps Intranet (NMCI). Prior to being granted access to NMCI, Contractor employees shall obtain a CAC in accordance with security requirements, successfully complete required training, submit a Systems Authorization Access Request (SAAR) Form, and meet all eligibility requirements.
2.8.11	Employee Status	The Contractor shall notify the KO of any changes to any employee's status to include, but not limited to, termination, convictions/arrests, adverse actions taken on the job for any reason or any other documented misbehavior that may affect, or have the potential to affect, security standing in terms of access to federal facilities or IT systems.
2.9	Contractor Safety Program	<p>The Contractor shall develop and implement a Safety Program detailing how the Contractor plans, staffs, performs, and controls all safety practices while delivering best value services to the Government without any accidents or mishaps. The Contractor's safety program shall comply with all safety standards identified in the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, UFC 3-560-01 Operation and Maintenance Electrical Safety, and Public Law 91-596, Occupational Safety and Health Act.</p> <p>Any reference to "USACE" facilities, property, or equipment specified in EM 385-1-1 should be interpreted as Government facilities, property, and equipment.</p>
2.9.1	Contractor Safety Requirements	Neither Contractor nor any subcontractor may enter into contract with any subcontractor that fails to meet the below requirements. The term subcontractor in this and the following paragraphs means any entity holding a contract with the Contractor or with a subcontractor at any tier.
2.9.1.1	Experience Modification Rate (EMR)	<p>Subcontractors on this contract must have an effective EMR less than or equal to 1.10, as computed by the National Council on Compensation Insurance (NCCI) or if not available, as computed by the state agency's rating bureau in the state where the subcontractor is registered, when entering into a subcontract agreement with the Prime Contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable EMR range cannot be achieved. Relaxation of the EMR range will only be considered for approval on a case-by-case basis for special conditions and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain the certified EMR ratings for all subcontractors on the project and make them available to the Government at the Government's request.</p>
2.9.1.2	OSHA Days Away From Work, Restricted Duty, or	Subcontractors on this contract must have a DART rate, calculated from the most recent, complete calendar year, less than or equal to 3.4 when entering

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	Job Transfer (DART) Rate	<p>into a subcontract agreement with the Prime Contractor or a subcontractor at any tier.</p> <p>The Prime Contractor may submit a written request for additional consideration to the Contracting Officer where the specified acceptable OSHA Dart rate range cannot be achieved for a particular subcontractor. Relaxation of the OSHA DART rate range will only be considered for approval on a case-by-case basis for special conditions and must not be anticipated as tacit approval. Contractor's Site Safety and Health Officer (SSHO) must collect and maintain self-certified OSHA DART rates for all subcontractors on the project and make them available to the Government at the Government's request.</p>
2.9.2	Accident Prevention Plan (APP)	<p>The Contractor shall develop and implement a site Accident Prevention Plan (APP). The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site.</p> <p>The APP shall follow the format and include all elements addressed in Appendix A of EM 385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and compliance plans addressing all applicable Safety and Occupational Health (SOH) risks that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.</p> <p>The Contractor shall submit an APP for acceptance per Section F. The Contractor shall review, update, and submit revisions to the APP whenever a change in work conditions, hazards, or activities occur. Submittal of the APP shall include Activity Hazard Analyses (AHAs) and applicable compliance plans, programs, and procedures as specified below.</p> <p>The Contractor shall not commence work until the APP has been accepted and no activity shall be started on site until the applicable AHAs and compliance plans have been accepted.</p> <p>Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.</p>
2.9.3	Activity Hazard Analysis (AHA)	<p>The Contractor shall prepare Activity Hazard Analyses (AHAs) for all applicable common recurring work activities performed under this contract. AHAs for recurring work shall be submitted with the APP and shall be updated as work activities or conditions change and additional AHAs prepared as new work activities are required. AHAs for non-recurring and one-time (e.g., non-recurring work task orders) work occurrences shall be submitted at least two working days prior to start of work. Specifically:</p> <ul style="list-style-type: none"> <li>• For contract modifications to recurring work requirements where changes are germane to the original contract, the Contractor shall revise applicable AHAs within 15 calendar days after modification is signed.</li> <li>• For contracts with non-recurring work ELINs, the Contractor shall submit an AHA on non-recurring work task orders, with the associated proposal, whenever the service environment or required task is different from the recurring work priced services.</li> </ul>

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		<ul style="list-style-type: none"> <li>For construction (including renovation or alteration) task orders placed on the non-recurring work portion of contract, the Contractor shall submit a separate AHA for each task order with the associated proposal.</li> </ul> <p>The Contractor shall follow the Risk Management Process for the development of Activity Hazard Analysis (AHA) in accordance with paragraph 01.A.14 and Appendix A of EM 385-1-1. A formatted outline of an AHA is provided in Figure 1-2 of EM 385-1-1.</p> <p>During performance of services, the SSHO shall periodically review the AHA at each service site and for each sub-annex to assess the effectiveness of the Contractor's overall APP. If changes to the AHAs are required, such changes shall be submitted to the KO for review and acceptance.</p>
2.9.4	Safety and Occupational Health (SOH) Risks and Compliance Plans	<p>Based on a risk assessment of recurring and non-recurring work requirements and on mandatory OSHA compliance programs, the Contractor shall develop, provide and implement all applicable compliance plans, as necessary for the situation or types of work to be performed under this contract. Compliance plans, programs, and procedures along with their respective references are detailed in Appendix A, paragraph 3.i of EM 385-1-1.</p> <p>These plans shall be submitted with the APP and shall be updated as situations change. Additional compliance plans, programs, and procedures shall be developed as applicable when new types of work are required under this contract.</p> <p>Additional requirements for specific compliance plans are provided below.</p>
2.9.4.1	Alcohol and Drug Abuse Prevention Plan	The Contractor shall develop an alcohol and drug abuse prevention plan to explain how it will satisfy the drug-free work force requirement as stated in DFARS Clause 252.223-7004 and include elements addressed in paragraph 01.C.02 of EM 385-1-1.
2.9.4.2	Chemical Hazard Communication Program	The Contractor shall develop a project-specific chemical hazard communication program to include elements addressed in paragraph 06.B.01 of EM 385-1-1 and applicable OSHA requirements in 29 Code of Federal Regulations (CFR) 1910.120 and 29 CFR 1926.59.
2.9.4.3	Confined Space Program	The Contractor shall develop an activity/site-specific confined space program to include elements addressed in paragraph 34.A of EM 385-1-1 and comply with relevant requirements in 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100 and any other Federal, state and local regulatory standards.
2.9.4.4	Critical Lift Plan	<p>The Contractor shall develop a critical lift plan to explain how it will conduct lifts for any of the following conditions:</p> <ol style="list-style-type: none"> <li>Lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift;</li> <li>Lifts involving more than one crane, hoist, or LHE</li> <li>Lifts of personnel;</li> <li>Lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks</li> <li>Lifts involving hazardous materials (e.g., explosives, highly volatile substances);</li> <li>Lifts where the center of gravity could change;</li> <li>Lifts without the use of outriggers using rubber tire load charts;</li> </ol>

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		<p>8) Lifts using more than one hoist on the same crane, hoist, or LHE;                      9) Lifts involving Multiple Lift Rigging (MLR) Assemblies or other non-routine or technically difficult rigging arrangements;                      10) Lifts involving submerged loads. Exception: lifts that were engineered to travel in guided slots throughout the lift and have fixed rigging and/or lifting beams, i.e., intake gates, tailgates/logs);                      11) Lifts out of the operator’s view. (Exception: if hand signals used by a signal person in view of the operator or radio communications are available and in use, load does not exceed two tons AND is determined a routine lift by the lift super.)</p> <p>The critical lift plan shall include elements addressed in paragraph 16.H of EM 385-1-1, paragraph 1.7.2 of NAVFAC P-307, and comply with requirements in ASME B30.22, ASME B30.3; ASME B30.5, and ASME B30.8.</p> <p>The Contractor shall complete and maintain a copy of the Crane Operating Checklist For Critical Lifts, provided within the Forms in J-0200000-XX, for each lift.</p>
2.9.4.5	Fall Prevention and Protection Plan	<p>The Contractor shall develop a site specific fall prevention and protection plan to protect and prevent its service workers from falling from heights of 1.8m (6 feet) or more. This plan shall include elements addressed in paragraph 21.D of EM 385-1-1 and ANSI A10.32, ANSI Z359.1, and ANSI/ASSE A10.34. The fall prevention and protection plan shall include a Rescue and Evacuation Plan in accordance with EM 385-1-1, Section 21.N. A competent person for fall protection shall prepare and sign the plan.</p>
2.9.4.6	Pathogen Exposure	Not Applicable
2.9.4.7	Control of Hazardous Energy (lockout/tagout)	<p>The Contractor shall establish a program and utilize procedures for affixing appropriate lockout devices or tagout devices to energy isolating devices, and to otherwise disable machines or equipment to prevent unexpected energization, start up or release of stored energy to ensure compliance with 29 CFR 1910.147. The Contract shall submit a report of their periodic inspection of the energy control procedure that ensures the procedures and the requirements of 29 CFR 1910.147 are being followed per Section F.</p>
2.9.5	Crane Operations	<p>All operations of Cranes, Multi-Purpose Machines and Material Handling Equipment shall comply with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>The Contractor shall comply with paragraph 1.7.2 of NAVFAC P-307 and notify the Contracting Officer at least 24 hours prior to bringing any crane (including delivery vehicles with crane boom attachments), multi-purpose machines, material handling equipment, or construction equipment that may be used in a crane-like application to lift suspended loads on board a Navy Installation. Written documentation of the last weight test of the crane and all related weight handling equipment (e.g. attachments, rigging gear, etc.) shall be maintained on site.</p> <p>A joint verification with the Government representative must be performed to ensure that a legible and indelible completed copy of Appendix P, Figure P-1 of NAVFAC P-307 is maintained on the crane, multi-purpose machine, and material handling equipment or construction equipment used in a crane-like application to lift suspended loads. The following certification and testing documentation shall be on site prior to entry and use on any Navy Installation:</p>

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		<p>1) Crane, multi-purpose machine, material handling equipment or construction equipment used in a crane-like application to lift suspended load certification</p> <p>2) Load testing</p> <p>3) Yearly, monthly and daily inspection logs</p> <p>4) Rope/sling certifications</p> <p>5) Operator certifications/designations</p> <p>6) Designation of person performing log inspections</p> <p>7) Cranes that are permanently located on a Navy Installation shall have a quarterly joint verification.</p>
2.9.5.1	Crane Inspections	<p>The Contractor shall ensure all inspections are performed in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 (daily, monthly, quarterly, yearly), and retain the current documentation of inspections. Documents shall be kept on site.</p> <p>Daily pre-use inspections and testing shall be performed on all load hoisting and lowering mechanisms, boom hoisting and lowering mechanisms, swinging mechanisms, travel mechanisms (if to be used that day), and safety devices. Cranes that have to be re-rated shall be in accordance with SAE Recommended Practices, Crane Load Stability Test Code J765 and documentation maintained on site. The Contractor shall have an operational anti-two block device or a two-block damage prevention feature for all points of two blocking and a boom hoist disconnect, shutoff, or hydraulic relief to automatically stop the boom hoist when the boom reaches a predetermined high angle.</p>
2.9.5.2	Rigging Gear	<p>The Contractor shall ensure rigging gear and below the hook lifting devices and personnel comply with the following requirements:</p> <p>1) Personnel performing rigging shall have an understanding of all signs, notices, and operating instructions, and be familiar with the applicable hand signals prescribed by the ASME B30 standard for the type of crane in use.</p> <p>2) Personnel performing rigging shall be familiar with the rigging requirements in EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926.</p> <p>3) The Contractor shall inspect rigging gear in accordance with EM 385-1-1, NAVFAC P-307, 29 CFR Part 1910, and 29 CFR Part 1926 and paragraph 1.7.2 of NAVFAC P-307. Certification records shall be made available for review upon request.</p>
2.9.5.3	Crane Operators	<p>Crane operators shall meet the personnel qualifications requirements in paragraph 16.B of EM 385-1-1 and paragraph 1.7.2 of NAVFAC P-307. For mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of 2,000 pounds or greater, designate crane operators as qualified by a source that qualifies crane operators (i.e., union, a government agency, or an organization that tests and qualifies crane operators).</p>
2.9.6	Accident and Damage Reporting	<p>The Contractor shall notify the Contracting Officer as soon as practical, but no more than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any Weight Handling Equipment (WHE) accident. Notification shall also be provided for any mishap occurring in any of the following high hazard areas: electrical (to include Arc Flash, electrical shock, etc.); uncontrolled release of hazardous energy (includes electrical and non-electrical); weight or load handling equipment (LHE) or rigging; fall-from-height (any level other than same surface); and underwater diving. These mishaps shall be investigated in depth to identify all causes and to recommend hazard control measures.</p>

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		<p>Within notification include Contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.</p> <p>The Contractor shall conduct an accident investigation for recordable injuries and illnesses, for accidents requiring Medical Treatment, property damage accidents resulting in at least \$20,000 in damages, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. The Contractor shall complete the applicable NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F. Required or special forms are provided within the Forms in J-0200000-XX.</p> <p>For any weight handling equipment accident (including rigging gear accidents) the Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12. The Contractor shall submit a WHE Accident Report (Crane and Rigging Gear) per Section F. No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.</p> <p>For a near miss, the Contractor shall complete the applicable documentation in NAVFAC Contractor Incident Reporting System (CIRS), and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS) per Section F.</p> <p>For a near miss involving crane or rigging operations, the Contractor shall report verbally to the Contracting Officer as soon as management becomes aware but not later than 4 hours of such event and comply with additional requirements and procedures for near-misses in accordance with NAVFAC P-307, Section 12. A near miss occurs when an accident was avoided by mere chance or when intervention prevented an ongoing sequence of events that would have resulted in an accident (e.g. unplanned encroachment, improper crane set-up, improperly rigged load, etc.). The Contractor shall submit a Crane and Rigging Gear Near Miss Report per Section F.</p>
2.9.6.1	Accident Reporting and Notification Criteria	<p>The following criteria and definitions apply to the accident reporting requirements specified above:</p> <p>Recordable Injuries or Illnesses. Any work-related injury or illness that results in:</p> <ol style="list-style-type: none"> <li>1) Death, regardless of the time between the injury and death, or the length of the illness;</li> <li>2) Days away from work (any time lost after day of injury/illness onset);</li> <li>3) Restricted work;</li> <li>4) Transfer to another job;</li> <li>5) Medical treatment beyond first aid;</li> <li>6) Loss of consciousness; or</li> </ol>

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		<p>7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.</p> <p>High Visibility Accident. Any mishap which may generate publicity or high visibility.</p> <p>Medical Treatment. Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.</p> <p>WHE Accident. A WHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.)</p>
2.9.7	Fire Protection	The Contractor shall know where fire alarms are located and how to activate them. The Contractor shall handle and store all combustible supplies, materials, waste and trash in a manner that prevents fire or hazards to persons, facilities, and materials.
2.9.8	Monthly On-Site Labor Report	<p>The Contractor shall submit a Monthly On-Site Labor Report per Section F. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.</p> <p>Monthly On-Site Labor Report shall be provided unprotected and capable of being sorted to the ELIN/Sub-ELIN level.</p>
2.9.9	OSHA Citations and Violations	The Contractor shall correct violations and citations promptly and submit a copy of each OSHA citation and OSHA report with written OSHA Citations and Violations Corrective Action Report per Section F.
2.9.10	Safety Inspections and Monitoring	<p>The Contractor shall conduct inspections of its work areas, job sites, and work crews every day work is being performed to ensure that all Contractor operations are being conducted safely. These inspections shall ensure:</p> <ul style="list-style-type: none"> <li>• The site is safe and free of job-site hazards</li> <li>• Proper PPE is being utilized and worn.</li> <li>• Safe work practices and processes are being followed.</li> <li>• Workers are familiar with the hazards covered in the respective AHA for that work activity.</li> <li>• All equipment and tools are in good condition and being used safely.</li> </ul> <p>The Government reserves the right to inspect and monitor Contractor operations for safety compliance. In general, the Government approach will be to conduct Performance Assessment on the quality and effectiveness of the Contractor’s safety program. The Government reserves the right to stop any work activity when it deems danger is imminent. Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the</p>

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		<p>Government. Contractor safety records shall be available to the KO upon request.</p> <p>Whenever the KO becomes aware of any safety noncompliance or any condition which poses a serious or imminent danger or hazard to the health or safety of the public or Government Personnel, the KO will notify the Contractor orally, with written confirmation, and request immediate corrective action. This notice, when delivered to the Contractor's representative or SSHO, shall be deemed sufficient notice of noncompliance and that corrective action is required. After receiving this notice, the Contractor shall immediately take corrective action. If the Contractor fails, delays, or refuses to promptly take corrective action, the KO may issue a stop work order for all or part of the services or work until satisfactory corrective action has been taken. Whenever such a stop work order has been issued, the Contractor shall waive all equitable adjustments to the contract related to the stop work ordered issued. The Contractor shall include this requirement in all of its subcontracts and vendor contracts in support of contract safety.</p> <p>The Contractor shall submit a copy of the Contractor Safety Inspection and Monitoring Report per Section F. The Contractor Safety Inspection and Monitoring Report shall include a narrative of significant events; a tabulated summary and results of the safety inspection and monitoring events performed; inspection-driven corrective actions taken and the results attained; and management process adjustments during the previous month.</p>
2.9.11	Safety Certification	<p>The Contractor shall submit copies of all the required Federal, state, county, city and industry Safety Certifications for work performed under this contract per Section F. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.</p>
2.9.12	Safety Apparel on Jobsites	<p>The Contractor personnel shall wear appropriate high-visibility safety apparel meeting ANSI/ISEA 107-2010 and DOT regulations for traffic control. Appropriate garment shall be based on the worker hazards and tasks, complexity of the work environment or background, and vehicular traffic and speed. As a minimum, the Contractor personnel shall wear ANSI/ISEA 107-2010 Class I compliant apparel.</p>
2.9.13	Emergency Medical Treatment	<p>Contractors will arrange for their own emergency medical treatment. The Government has no responsibility to provide emergency medical treatment.</p>
2.9.14	Excavations	<p>Soil classification must be performed by a competent person in accordance with 29 CFR 1926 and EM 385-1-1.</p> <p>The Contractor shall provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.</p> <p>The Contractor shall physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent work is expected to come within 3 feet of the underground system.</p> <p>Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever contract work involves chipping, saw cutting, or core drilling through</p>

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		concrete, bituminous asphalt or other impervious surfaces, the existing utility location shall be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of work. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.
2.10	Environmental Management and Sustainability	<p>The Contractor shall perform work under this contract consistent with the Installation’s Environmental Management System (EMS) goals and policy.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>• Reduce purchase and use of toxic and hazardous materials;</li> <li>• Expand purchase of green products and services; increase recycling;</li> <li>• Reduce energy and water use;</li> <li>• Increase use of alternative fuels and renewable energy;</li> <li>• Integrate green building concepts in major renovations and new construction;</li> <li>• Prevent pollution at the source; and</li> <li>• Continual improvement.</li> </ul> <p>Policy:</p> <ul style="list-style-type: none"> <li>• Protect public health and the environment by being an environmentally responsible member of the community;</li> <li>• Preserve our natural, historic and cultural resources;</li> <li>• Conserve natural resources by reducing what we discard, reusing items, and recycling materials, which includes purchasing products made from recycled materials;</li> <li>• Integrate sound environmental practices into all our operations and business decisions; Integrate environmental protection requirements and pollution prevention initiatives into the early planning, design and procurement of facilities, equipment and material, as well as the planning and implementation of military training activities;</li> <li>• Prevent or minimize pollution at its source as we seek out ways to eliminate or further minimize use of hazardous materials and generation of hazardous waste;</li> <li>• Maintain a sound partnership with regulatory agencies to sustain our compliance with existing and new environmental laws and regulations;</li> <li>• Enhance our program as we develop and implement an Environmental Management System; and</li> <li>• Adhere to this policy, remind one another to do so, and ensure that our entire community knows this is our policy by our actions as well as our words.</li> </ul> <p>The Contractor shall maintain monitoring and measurement information to address the EMS goals and policy and provide the EMS Goals and Policy Measurement Information to the KO per Section F. In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall take corrective actions, assume legal and financial liability for the noncompliance and take corrective action immediately to remedy the noncompliance. The Contractor shall ensure that its employees are aware of their roles and</p>

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		responsibilities under the EMS and how these EMS roles and responsibilities affect work performed under the contract.
2.10.1	Energy Management Program	<p>The Contractor shall comply with the installation's energy management program. The Contractor PM, or designee, shall represent the Contractor's interest at all meetings of the activity's Energy Management Board.</p> <p>The Contractor shall attend periodic meetings with the Installation Energy Manager, where energy and water efficiency goals and project status will be discussed to ensure that any Contractor work complements and optimizes efficiency efforts.</p>
2.10.1.1	Water Conservation Plan	The Contractor shall develop, submit and implement a Water Conservation Plan per Section F.
2.10.1.2	Energy Efficient Products	The Contractor shall use life-cycle cost analysis in making decisions about investments in products, services, construction and other projects to lower Federal Government's costs and reduce energy consumption. The Contractor shall elect lifecycle cost effective Energy Star and other energy-efficient products when acquiring energy-using products. For product groups where Energy Star labels are not yet available, select products that are in upper 25 percent of energy efficiency as designated by the Federal Energy Management Program. Use of high-energy consuming tools or equipment is subject to approval by the KO prior to use.
2.10.2	Environmental Protection	The Contractor shall comply with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements. All environmental protection matters shall be coordinated with the KO. Inspection of Contractor operated facilities may be conducted by the Installation Environmental Protection Coordinator or other authorized officials on a no-notice basis. The Contractor shall comply with the instructions of the cognizant Navy Medical Department with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health of military or civilian personnel. The Contractor is responsible for ensuring that its employees receive applicable environmental and occupational health and safety training, and are kept up to date on all required regulatory and specific training for the type of work to be conducted onsite. All on-site Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an impact to the environment shall be competent on the basis of appropriate education, training or experience. The Contractor shall develop, submit, and implement an Environmental Protection Plan per Section F.
2.10.2.1	Sampling, Testing and Laboratory Services	<p>The Contractor shall develop a written training plan and documentation of training for all sampling, testing, and laboratory personnel to demonstrate technical proficiency.</p> <p>The Contractor shall develop a written sampling plan for each sampling event and submit per Section F. The sampling plan shall summarize what will be sampled, the sampling equipment expected to be used and the number and location of samples expected to obtain a representative sample. The Contractor shall re-sample, test and obtain laboratory analysis upon request and submit results per Section F, at no additional cost to the Government.</p> <p>The Contractor shall provide collection and analytical testing of samples in accordance with the latest version of the test methods set forth in 40 CFR 261, 40 CFR 262 or Test Methods for evaluating Solid Waste,</p>

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		<p>Physical/Chemical Methods, EPA Publication SW0846 and State of Florida, Department of Environmental Protection Sampling SOPs.</p> <p>Laboratory shall be certified by the State of Florida Department of Health for the specific analytical procedure in accordance with all Federal and State regulations. Analytical reports shall be in the format described in the Florida Administrative Code (FAC) 62-160.</p>
2.10.2.2	ODS Requirements for Refrigerant Recycling	Not Applicable
2.10.2.3	Solid Waste Management and Recycling	<p>The Contractor shall comply with the installation’s Solid Waste Management Plan(s) and OPNAVINST 5090.1 series for Contractor generated waste. The Contractor shall submit Solid Waste Management Reports per Section F. The Solid Waste Management Reports Form is provided within the Forms in J-0200000-05.</p> <p>The Contractor shall recycle concrete, scrap metal, tires, wooden pallets, cardboard, asphalt, yard waste and submit quarterly reports with recycling weight ticket receipts per Section F.</p>
2.10.2.4	Non-Regulated Waste Disposal	<p>The Contractor shall dispose all wastes in accordance with all applicable Federal, state, and local laws, regulations, and executive orders, and with base-wide instructions, standards, and permit requirements.</p> <p>All non-regulated waste shall be disposed of in accordance with all applicable Federal, state, and local laws, regulations, and instructions.</p> <p>Disposal of all non-regulated debris and rubbish resulting from the work under this contract shall comply with the federal regulations in 40 CFR Part 258 (Subtitle D of RCRA), or equivalent state regulations and be disposed of at appropriate off installation waste handling facilities.</p> <p>The Contractor shall reimburse the Government for all waste disposed of via PMRF Kauai’s permitted Waste Management Facility, as described in Spec Item 2.10.2.6.</p>
2.10.2.5	Regulated Waste Disposal	<p>The Contractor shall dispose of regulated waste in accordance with the Resource Conservation and Recovery Act and all other applicable Federal, state and local laws, regulations and instructions.</p> <p>All regulated waste shall be disposed of through PMRF Kauai Waste Management Facility. The Contractor shall reimburse the Government for all waste disposed of via PMRF Kauai’s permitted Waste Management facility. The current rate for disposal of both regulated and non-regulated waste is \$0.13 per pound plus a 5.5% surcharge.</p> <p>Variations in Rate: Disposal rates are subject to change. Changes in the disposal rates shall not be basis for adjustment to the contract price or a claim unless the deviation from the quoted price exceeds 15%. When the disposal rates vary by more than 15%, the contract price will be adjusted to reflect the amount the actual charge exceeds the rate quoted; however, the Government will only be liable for the amount of cost exceeding 15% of the rate quoted. For example, if a quoted rate increases by 16%, the Government will only be liable for 1% of the rate increase. Vice versa if the quoted rate decreases by 16%.</p>

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		The Contractor shall provide waste stream determinations, per 40 CFR and complete Waste Stream Determination forms for each of the Contractor's processes that generates regulated waste. Waste Stream Determination forms shall be submitted per Section F.
2.10.2.6	Universal Waste	The Contractor shall collect and manage all Universal Waste generated under the performance of this contract in accordance with the applicable Federal, state and local laws, regulations and instructions, such as: 40 CFR, the installation's 5090.1 instruction, etc. Universal Waste shall be disposed of through the installation's Part B Facility. The Contractor shall reimburse the Government for all waste disposed of via the installation's permitted Part B Facility, as described in Spec Item 2.10.2.5.
2.10.2.7	Spill Prevention, Containment, and Clean-up	<p>The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans provided in J-0200000-12 at no additional cost to the Government.</p> <p>The Contractor shall report all fuel and hazardous substance spills on PMRF Kauai within 15 minutes of discovery to the Regional Dispatch Center by dialing 911 from a station landline. If calling from a device not connected to a station landline, notify the emergency dispatcher you are calling from PMRF Kauai and you will be transferred to the Regional Dispatch Center. The Contractor shall notify the KO as soon as possible but not more than 24 hours after spill. Spill reports shall be submitted within 48 hours per Section F.</p>
2.10.2.8	Hazardous Material Management	<p>The Contractor shall submit an Emergency Planning and Community Right to Know Act (EPCRA) Report and Contractor Hazardous Material Inventory Log per Section F following the format provided in J-0200000-05.</p> <p>The Contractor shall receive approval from the KO prior to bringing hazardous material on Government Property or prior to any other use in conjunction with this contract. For approval to use any hazardous material, allow a minimum of 10 working days for processing the request. The Contractor shall post Safety Data Sheets (SDS) at the worksite where the products are being used. Should the Government determine that a chemical the Contractor will use needs to be tracked, the Government may direct the Contractor to submit additional information in order to fulfill reporting requirements.</p> <p>The Contractor shall ensure that procedures are in place to deal with hazardous materials, pursuant to the FAR Clause 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.</p> <p>Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within fluorescent lighting fixtures are allowed as an exception without</p>

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		further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.
2.10.2.9	Protection of Endangered and Threatened Species (Flora and Fauna)	The Contractor shall not disturb endangered and threatened species and their habitat. The Contractor shall carefully protect in-place and report immediately to the KO endangered and threatened species discovered in the course of work. The Contractor shall stop work in the immediate area of the discovery until directed by the KO to resume work.
2.10.2.10	Noise Control	The Contractor shall comply with all applicable Federal, state and local laws, ordinances, and regulations relative to noise control.
2.10.2.11	Salvage	All material and equipment removed or disconnected that is sound and of value shall remain the property of the Government. The Contractor shall deliver this material and equipment at the Contractor's expense to a location as designated by the KO.
2.10.2.12	Asbestos Containing Material (ACM)	Asbestos containing insulation, flooring, and other building materials may be encountered by the Contractor during the performance of work under this contract, and the Contractor shall remain alert to this possibility. If ACM is encountered or suspected in the performance of work, the Contractor shall avoid removing, sanding, abrading, or disturbing the material. The Contractor shall verbally notify the KO within one hour and submit a written ACM Notification within 24 hours per Section F.
2.10.2.13	Air Quality	<p>The Contractor shall comply with CAA reporting requirements established by the Environmental Protection Agency, Title V Air Operation Permit for the Clean Air Act.</p> <p>The Contractor shall track all Hazardous Air Pollutants (HAPs) used in contract maintenance and repair operations. The Contractor shall provide HAP data monthly, including Subcontractors, for application of coatings, solvents (including stripping solvents), adhesives, and other volatile organic compounds and/or HAPs containing material to miscellaneous parts in booths, buildings, hangars, ships, and open air surface coating operations, per Section F. A sample HAP tracking form is provided within the Forms in J-0200000-05.</p> <p>The Contractor shall track Hazardous Air Pollutants on a monthly rolling average and submit semi-annual reports per Section F.</p>
2.10.3	Sustainable Procurement and Practices	<p>The Contractor shall develop, submit, and implement a Sustainable Procurement and Practices Plan per Section F. This plan shall identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including E.O. 13514, Installation Energy Management Program and Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ul style="list-style-type: none"> <li>• Recycled Contents Products</li> <li>• Energy/Water efficiency</li> <li>• Energy Efficient Tools and Equipment</li> <li>• Alternate Fuels and Alternate Fuel Vehicles</li> <li>• Biobased Products</li> <li>• Non-Ozone Depleting Products</li> <li>• Environmental Preferred Products and Services</li> <li>• Low/Non-Toxic and Hazardous Materials</li> </ul>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		The Contractor shall submit an annual Sustainable Delivery of Services Report per Section F.
2.10.3.1	Environmentally Preferable Products	The Contractor shall procure and use products that are energy-efficient (Energy Star or Federal Energy Management Program (FEMP)-designated), water efficient, bio-based, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT)-registered), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet performance requirements.
2.10.3.2	Use of Recovered Materials	<p>The Government has an affirmative procurement program to promote the purchase of products containing recovered materials. The intent is to reduce the solid waste stream and conserve natural resources by establishing markets for recycled content products and encouraging manufacturers to produce quality products containing recovered materials. Participate in this program by using, for Environmental Protection Agency (EPA) designated items, recovered materials to the maximum extent practicable without jeopardizing the intended end use of the item. The percentage of recovered materials content levels for use in the performance of this contract will be, at a minimum, the amount recommended in the EPA Comprehensive Procurement Guideline (CPG) Product Index website (<a href="http://www.epa.gov/epawaste/conservetools/cpg/index.htm">http://www.epa.gov/epawaste/conservetools/cpg/index.htm</a>).</p> <p>Use of EPA designated products is not required for products that are either not available within a reasonable period of time, are not available at a reasonable price, are not available from a sufficient number of sources to maintain a satisfactory level of competition, or fail to meet performance standards based on technical verification. EPA designation of products is an on-going process. Listings of EPA designated products containing recovered materials are found in 40 CFR 247. Make recommendation and submit Recovered Material Certification, per Section F, when a product containing recovered materials is equal to or better than the original and could be used for this contract. All changes of products must be accepted by the KO prior to its use.</p>
2.10.3.3	Use of Biobased Products	The Contractor shall make maximum use of biobased products in accordance with the FAR Clause 52.223-2 -- Affirmative Procurement of BIOBASED Products Under Service And Construction Contracts. Information about these products is available at <a href="http://www.usda.gov/biopreferred">http://www.usda.gov/biopreferred</a> .
2.11	Disaster Preparedness	The Contractor shall comply with the installation's Contingency Instruction contingency response plan. The Contractor shall support the installation contingency response plan as directed by the KO. The Contractor shall submit their Mission Essential Contractor Services Plan and a list of their Mission Critical/Mission Essential Personnel.
2.12	Technical Library	<p>Existing technical library contents, including facility drawings, operation &amp; maintenance manuals, warranties, Government publications, record drawings and other appropriate material, will be furnished by the Government.</p> <p>The Contractor shall continually update library material to ensure all data is current, complete, accurate and suitable for intended use. The Contractor shall monitor the use of the libraries to ensure materials are returned and data integrity is not compromised. The Contractor shall maintain the libraries until completion or termination of the contract and make the libraries available for inspection by prospective offerors for successive contracts. The technical library contents are the property of the Government and shall be</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		turned over to the KO upon completion or termination of the contract. The Contractor shall submit the Technical Library Table of Contents per Section F.
2.13	Warranty Management	Prior to performing repair work, the Contractor shall report to the KO any defect in workmanship, material, or parts, and any improper installation of equipment and components that are covered by a warranty. The Contractor is responsible for knowing which equipment and components are covered by the original warranty and the warranty duration. The KO will provide available warranty documents.
2.14	Recurring Work Procedures	
2.14.1	Recurring Work Preparation of Proposals	The Contractor shall price additions or deletions to the Recurring Work requirements using the unit prices bid by the Contractor for Non-Recurring Work Unit Priced Tasks (UPTs). If Non-Recurring Work does not include a corresponding UPT for a specific work requirement for addition or deletion to the Recurring Work requirements, the Contractor shall propose on that specific work requirement in accordance with the Non-recurring Work Preparation of Proposal requirements specified below. Additional markups shall not be included since the cost for these items were included in the unit prices bid by the Contractor for Non-Recurring Work. This may result in the Contractor's proposal consisting of UPT unit price(s), Unit Priced Labor (UPL) Hour(s), Material pricing, or a combination thereof. Recurring Work proposals, including detailed scopes of work and detailed estimates for modification to the Recurring Work requirements shall be submitted per Section F.
2.14.2	Notification to the Government for Work Above the Recurring Work Limitations	<p>The Contractor is fully responsible for work up to the recurring work limits. Recurring work limits are specified in subsequent annexes or sub-annexes. When work is expected to exceed the recurring work limits, the Contractor shall notify the KO and provide a rough order of magnitude (ROM) estimate for the work exceeding the Contractors recurring work limits of liability within two hours of identification for further direction. The Government may issue a service order in accordance with the recurring work provisions of this contract order work in accordance with the non-recurring work provisions of this contract detailed below or accomplish the work by means other than this contract.</p> <p>The Contractor shall provide a detailed scope of work and detailed estimate, per Section F, per the non-recurring work procedures in Spec Item 2.15 for any potential task orders resulting from work that exceeded a recurring work limit of liability in the contract. The estimate shall include the full scope of work and clearly show the deductions for the applicable recurring work limit of liability. The resultant proposed price shall be for the portion of the work exceeding the recurring work limit of liability. Further, the Contractor shall prepare and provide scopes of work and estimates in this manner to the KO when requesting a determination that a recurring work limit of liability has or will be exceeded.</p>
2.14.3	Recurring Work Exhibit Line Item Numbers (ELINs)	Recurring work Exhibit Line Item Numbers (ELINs) are provided in J-0200000-13 and J-0200000-14.
2.15	Non-recurring Work	Non-recurring work is identified in each applicable annex or sub-annex. Non-recurring work may consist of Unit Priced Task (UPT) Work (non-negotiated) and Unit Priced Labor (UPL) Work (negotiated). The Contractor shall perform all non-recurring task work as ordered by the KO per Section G

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		and DoD FedMall requirements. Non-recurring work will consist of Unit Priced Tasks and Unit Priced Labor Work which may be ordered by the Government as separate items or in combinations of items from the Non-recurring Work Exhibit Line Items (ELINs) provided in Section J on an as needed basis.
2.15.1	Unit Priced Task (UPT) Work (Non-Negotiated)	A UPT is defined as a non-recurring work item that includes all direct and indirect costs plus profit associated with the particular unit of work. All materials and equipment (rented, leased or Contractor-owned) required for the accomplishment of a UPT shall be included within the respective exhibit line item prices. The fixed price for the task order is determined by multiplying the exhibit line item unit prices by the quantities ordered. The Contractor is not required to submit cost estimates for UPTs.
2.15.1.1	Acceptance and Performance	<p>The Contractor shall offer indefinite quantity (IQ) pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government-wide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the Contractor shall provide the supplies and services at the offered price without additional markup or handling fee.</p> <p>The Contractor shall accept and process electronically submitted GCPC orders for IQ services, including those orders issued through the FedMall. FedMall is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GCPC users will receive approved accounts on FedMall to view and order IQ line items.</p> <p>The Contractor shall receive electronic IQ orders from FedMall using 128-bit encrypted email. The Contractor shall purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from FedMall. In addition, the DoD has established the External Certification Authority (ECA) program to support the issuance of DoD-approved certificates to Contractors. The ECA program is designed to provide the mechanism for Contractors to securely communicate with the DoD and authenticate to DoD Information Systems. The Contractor shall purchase, install, maintain and use a DoD-approved ECA certificate. Information on obtaining an ECA certificate can be found at <a href="https://public.cyber.mil/eca/">https://public.cyber.mil/eca/</a></p> <p>The Contractor shall post updates on order delivery schedule and performance to the FedMall in a timely manner.</p> <p>The Contractor shall track quantities and report total ordered quantity in FedMall and approved DD 1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month, per Section F. The Contractor must track and report when total dollar value of all orders from both GCPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.</p>
2.15.1.2	Invoicing and Receiving Payment	Payment for completed FedMall orders will be made using the Government wide Commercial Purchase Card (GCPC). Reference “payment by third party” clause FAR 52.232-36. The Contractor shall possess the capability to invoice and receive payment for non-recurring work via an electronic medium with supported command representatives utilizing their GCPC. No partial or advance payments will be provided.

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.15.2	Unit Priced Labor (UPL) Work (Negotiated)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order. UPL work is defined as non-recurring work that utilizes negotiated labor hours and materials to accomplish a task not required by the recurring work portion of the contract. UPL includes separately priced labor, material, and equipment exhibit line items. The Contractor shall prepare and furnish a detailed cost estimate identifying proposed labor, material, and equipment costs, which upon approval by the KO, becomes the fixed price for the task order.
2.15.2.1	Non-recurring Work Preparation of Proposals	The Contractor shall submit non-recurring work proposals to the KO, per Section F. Proposals shall include: 1) a complete list of all tasks necessary to perform the required scope of work, 2) the number of direct labor hours to perform each task and 3) the projected quantity and costs of materials and equipment to perform the required scope of work.
2.15.2.1.1	Labor Requirements	Accepted industry time standards published in R. S. Means Facility Maintenance and Repair Cost Data, industry organizations, and similar estimating sources shall be used for determining the number of direct labor hours required to complete the scope of work. If not provided in RS Means or a similar estimating source, labor hours may be based on quotes from at least three different commercial vendors. The total labor cost will be determined by totaling the number of direct labor hours and then multiplying by the UPL amount in the Non-Recurring Work Exhibit Line Items (ELINs) provided in Section J.  The Government retains the right to obtain additional quotes. The lowest quoted labor hours shall be used.
2.15.2.1.2	Direct Material and Construction Equipment Requirements	Direct material and construction equipment costs published in R. S. Means Facility Maintenance and Repair Cost Data, national material supplier catalogues, U.S. Army Corps of Engineers Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8), equipment rental catalogues, and similar estimating sources shall be used for determining customary and reasonable costs for the direct material and construction equipment estimate. If not provided in RS Means or a similar estimating source, direct material prices may be based on national material supplier catalogue pricing or quotes from at least three different commercial vendors. Projected direct material requirements shall include a list of materials establishing the size, quality, number of units, and unit prices. Pre-expended bin supplies and materials shall not be included in the list of direct materials since the cost for these items are to be included in the labor hour unit price. Direct material prices shall be the lowest price available considering the availability of materials and the time constraints of the job. The direct material price shall include all discounts and rebates for core value and salvage value that accrue to the Contractor and Contractor-furnished warehousing cost. Construction equipment costs shall include rental and lease costs, ownership costs where Contractor-owned, construction equipment mobilization, and tools, not priced under the recurring work portion of the contract. The direct material price will be multiplied by the Contractor's non-recurring work material fixed burden rate.  The Government retains the right to obtain additional quotes in questionable situations. The lowest price shall be used.
2.15.2.2	Issuance of Final Task Order	The KO will order unit priced labor by issuing to the Contractor a copy of the approved scope of work and a task order for the work described, in accordance with Section G. Task order completion times will be specified on each task order.

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2.15.3	Non-recurring work ELINS	Non-recurring Work Exhibit Line Item Numbers (ELINs) are provided in J-0200000-13 and J-0200000-14.

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<b>Spec Item</b>	<b>Title</b>
1	General Information
1.1	Outline of Services
2	Management and Administration
2.1	Definitions and Acronyms
2.2	Personnel
2.2.1	Certification, Training, and Licensing
2.3	Special Requirements
2.3.1	Work Coordination
2.3.2	Workmanship and Material Standards
2.3.3	Historical Preservation
2.4	References and Technical Documents
3	Recurring Work
3.1	Emergency, Urgent, and Routine (E/U/R) Work
3.1.1	Emergency
3.1.2	Urgent
3.1.3	Routine
3.2	Preventive Maintenance (PM) Program
3.2.1	Pump Operation and Maintenance
3.2.2	Kawai'ele Pump Station Infrastructure
3.2.3	Dry Ditch Flood Gate
3.2.4	Flap Gates
3.2.5	Electric Power Transmission Lines
3.2.6	Cathodic Protection Systems
3.3	National Pollutant Discharge Elimination System Permit (NPDES)
4	Non-Recurring Work

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
1	General Information	The Contractor shall provide all labor, management, supervision, tools, material, and equipment required to perform Facility Investment services for facilities at the PACIFIC MISSILE RANGE FACILITY (PMRF) AT KAUAI, HAWAII.
1.1	Outline of Services	<p>The intent of 1502000 Facility Investment is to specify the requirements for Sustainment, Restoration, and Modernization (SRM) sub-functions only. The Facility Investment requirements within this sub-annex primarily consist of infrastructure sustainment and minimal restoration and modernization work. Sustainment is the maintenance and repair necessary to keep an inventory of facilities and other assets in good working order. Restoration and modernization normally consist of major rehabilitation and capital improvements that is accomplished through other Navy programs. Some major repair, minor construction and stand-alone demolition may be accomplished as part of Facility Investment.</p> <p>The Contractor shall perform maintenance, repair, alteration, demolition, minor construction, and landscape repair for the following:</p> <p>Mechanical Equipment Structures</p> <ul style="list-style-type: none"> <li>-Pump Footing or Foundation</li> <li>-Structural Components</li> <li>-Cathodic Protection Systems</li> <li>-Pipelines</li> </ul> <p>Building Systems</p> <ul style="list-style-type: none"> <li>-Pump Station</li> <li>-Canals/Culverts and Ravines</li> <li>-Flood Gates, Flap Gates</li> <li>-Electrical Power Transmission Lines and Associated Hardware and Structures</li> <li>-Water Accumulation and Discharge areas (to include Wet Wells)</li> </ul>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-0200000-01.
2.2	Personnel	In additions to the Employee Requirements specified in Annex 02, the Contractor shall provide personnel with the qualifications specified below:
2.2.1	Certification, Training, and Licensing	<p>All maintenance and repair shall be performed by personnel trained and certified by the OEM.</p> <p>Personnel working with or on electrical or electronic equipment must be trained and certified per NAVFAC MO-200.</p> <p>Personnel performing work on transformers must be knowledgeable of proper procedures for handling and disposing of insulating fluid containing polychlorinated biphenyls (PCBs)</p> <p>Personnel performing work in HAZMAT/HAZWASTE must complete the HAZMAT/HAZWASTE handling course or have a minimum of one year of experience working with HAZMAT/HAZWASTE.</p> <p>Personnel performing work and obtaining test data on the cathodic protection system must be trained per UFC 3-570-06.</p> <p>All maintenance trade personnel certifying or inspecting repair or maintenance work that does not require an inspector certified by a governing directive shall be qualified at the journeyman level or higher.</p> <p>The Contractor shall submit proof of all certification, training, and licensing requirements per Section F.</p>
2.3	Special Requirements	
2.3.1	Work Coordination	During exceptional flooding periods, and when necessary, the Contractor shall coordinate all maintenance and repair work with the PMRF Public Works Office in a manner that minimizes the potential flooding at PMRF.
2.3.2	Workmanship and Material Standards	<p>The Contractor shall be responsible for maintaining all facilities, systems, and equipment, identified in this technical sub-annex, to a standard that prevents deterioration beyond that which results from normal wear and tear and corrects deficiencies in a timely manner to assure full life expectancy of the facilities, systems, and equipment. Best commercial practices shall be applied in the performance of work. All work shall be completed per approved and accepted industry and equipment manufacturers’ standards and shall comply with building and safety codes, applicable activity, local, state, and federal regulations, and other technical requirements identified within this technical sub-annex.</p> <p>Workmanship for maintenance and repair shall include all work necessary to complete facility and system restoration, including touch-up painting and operational checks. Upon completion of work, the Contractor shall ensure all facilities, systems, and equipment are free of missing components or defects which would affect the safety, appearance, or habitability of the facilities and structures or would prevent any electrical, mechanical, plumbing or structural system from functioning in accordance with design intent. Repairs shall be made in accordance with the manufacturers’ specifications and guidelines, and standard building codes. The quality of repairs shall meet the applicable standards and shall prevent any malfunction reoccurrences caused</p>

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<b>Spec Item</b>	<b>Title</b>	<b>Description</b>
		<p>by poor workmanship or other contractor inadequacies. The quality of the repaired areas shall be fully compatible with adjacent surfaces or equipment. Except where otherwise specified, replacements shall match existing in dimensions, finish, color, design, and functionality and shall have an appearance similar to the original finished appearance with only minor unobjectionable deterioration resulting from normal use.</p> <p>The Contractor shall not allow debris to spread unnecessarily into adjacent areas nor accumulate in the work area. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and at the end of each day work is in progress. Upon completion of work, any stains and other unsightly marks shall be removed.</p>
2.3.3	Historical Preservation	Buildings and facilities designated as historical sites shall be maintained in accordance with Federal, state, and local historical policies and regulations.
2.4	References and Technical Documents	References and Technical Documents are listed in J-0200000-03.

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
3	Recurring Work	The Contractor shall maintain, repair, and alter all facilities, installed equipment and systems as necessary to ensure they are fully functional and in normal working condition.	<p>The Contractor shall develop, implement, and execute a Maintenance Program and Other Recurring Service Program to maintain and repair facilities, ground structures, personal property equipment, and installed equipment and systems.</p> <p>The Contractor shall provide all necessary test instruments, equipment, and tools required to perform maintenance and repair.</p> <p>The location of Kawai’ele pump stations and other infrastructure is provided in J-1502000-01.</p> <p>Facilities and Equipment inventory is provided in J-1502000-02.</p> <p>The Fifth Amendment of the General Lease No. S-3852 is provided in J-1502000-06.</p> <p>The Contractor shall efficiently maintain the water level in the wet well of Kawaele pumping station in accordance with Attachment J-1502000-06 or as may be hereafter amended.</p>	<p>Facilities, ground structures, personal property equipment, and installed equipment and systems are in normal working condition and function properly in accordance with specified standards.</p> <p>Pump system maintained continuously to prevent flooding during heavy rains.</p>
3.1	Emergency, Urgent, and Routine (E/U/R) Work	The Contractor shall perform E/U/R work in a timely manner to ensure facilities, systems, ground structures and other assets are fully functional, in normal working condition and function properly in accordance with specified standards.	<p>The Contractor shall receive E/U/R work in accordance with the work reception requirements in Annex 2.</p> <p>The Contractor shall schedule and perform E/U/R work in a way that minimize disruptions to customers and Government operations.</p> <p>E/U/R work will include a wide variety of work Historical E/U/R work data associated with contracts prior to this solicitation may present data that may not be representative of requirements specified. The Government makes no warranty, express or implied, or assumes any legal liability or responsibility for the</p>	<p>E/U/R work is responded to and completed within the specified time.</p> <p>Facilities, systems, ground structures and other assets are fully functional, in normal working condition and function properly in accordance with OEM specifications, including recertification if applicable.</p> <p>When a work order is complete the</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>accuracy, completeness, or usefulness of the historical E/U/R work order data.</p> <p>The Contractor shall maintain sufficient materials and equipment on hand to support E/U/R work requirements. Lack of availability of material or equipment will not relieve the Contractor from the requirement to complete E/U/R work within the time limits specified.</p> <p>The Government may combine multiple requirements received for the same facility, system, ground structure or other asset at the same time into one work order.</p> <p>Unless otherwise specified, the Contractor has full responsibility for any work up to the work order limit of liability of 32 hours in direct labor and \$5,000 in direct material cost per work order. The Government will only pay for the portion of direct labor and/or direct material that exceeds the E/U/R work order limits of liability.</p> <p>The Contractor shall notify the KO upon identification that the work order will exceed the specified limits of liability in accordance with reporting requirements in Annex 2. If a non-recurring work is issued for the portion exceeding the specified E/U/R work order limits of liability, the Government will issue a task order for the portion of direct labor and/or direct material that exceeds the work order limits.</p> <p>Examples of work exceeding the E/U/R Work Order limits of liability:</p> <ul style="list-style-type: none"> <li>• If a work order requires 40 hours in direct labor and</li> </ul>	<p>facilities, systems, ground structures and other assets do not present danger to personnel or equipment.</p> <p>Work order properly documented in NAVFAC Maximo.</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>\$6,000 in direct material cost, the Government may issue a task order in accordance with the Non-recurring Work portion of the contract for the 8 hours in direct labor and \$1,000 in direct material cost that exceeds them work limit of liability.</p> <p>The Contractor shall submit a monthly summary of completed E/U/R work orders per Section F.</p>	
3.1.1	Emergency	The Contractor shall perform emergency work orders in a timely manner to ensure facilities, systems, ground structures and other assets are fully functional, in normal working condition and function properly in accordance with specified standards.	<p>The Contractor shall perform emergency work orders 24 hours a day, seven days a week throughout the contract period.</p> <p>The Contractor shall respond to emergency work orders with the appropriate service personnel and equipment to commence work immediately.</p> <p>The Contractor shall remain at the work site until the emergency has been arrested.</p> <p>If follow-up work is required (after the emergency condition is arrested) to complete the restoration and ensure facilities, systems, ground structures and other assets are fully functional and in normal working condition, the Contractor may request time extension equal to a Routine Work Order. The emergency mitigation and follow-up work shall be considered part of the original work order.</p> <p>Informational Note: Historically, approximately 2 emergency work orders originate after normal working hours each month.</p>	<p>Emergency work orders responded to within one hour of receipt of call.</p> <p>Work continues without interruption until emergent condition is arrested and damage to facilities, systems, ground structures, other assets and personnel is mitigated.</p>
3.1.2	Urgent	The Contractor shall perform urgent work orders	The Contractor shall perform urgent work orders without extended delay.	Urgent work orders are completed

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
		in a timely manner to ensure facilities, systems, ground structures and other assets are fully functional, in normal working condition and function properly in accordance with specified standards.		within five working days.
3.1.3	Routine	The Contractor shall perform routine work orders in a timely manner to ensure facilities, systems, ground structures and other assets are fully functional, in normal working condition and function properly in accordance with specified standards.	Performance of routine work orders is not required outside of Government regular working hours.	Routine work orders are completed within 30 calendar days.
3.2	Preventive Maintenance (PM) Program	The Contractor shall develop and implement a PM program for facilities, ground structures, personal property equipment, and installed equipment and systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall develop and submit a PM program per Section F. At a minimum, the PM program shall include:</p> <ul style="list-style-type: none"> <li>• PM management and technical approach</li> <li>• Procedures to evaluate equipment reliability and corrective actions.</li> <li>• Job plans tailored to the OEM technical documentation.</li> <li>• Qualification requirements of the maintenance personnel.</li> </ul> <p>The Contractor is fully responsible for and shall perform any incidental repairs, including replacement, discovered during scheduled maintenance work up to 32 hours of labor and \$2,500 per occurrence in direct material cost under the recurring work portion of the contract. Incidental repairs performed under maintenance are not considered E/U/R work.</p>	<p>Maintenance is accomplished in accordance with the Contractor's PM program and work schedule.</p> <p>PM is performed in accordance with manufacturers' recommended procedures and OEM standards.</p> <p>PM Work properly documented in NAVFAC Maximo.</p> <p>At minimum, the PM program addresses ongoing continuous preventive maintenance for portions of the pump system that</p>

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Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Notification of repair work exceeding the incidental repairs limit shall be submitted to the KO within two hours of identification. The Government may issue E/U/R work or non-recurring work for the portion of the repairs exceeding the incidental repairs limits of liability. The Government will only pay for the portion of direct labor and/or direct material that exceeds the specified limits of liability.</p> <p>The Contractor shall not use breakdown maintenance as part of the PM program.</p> <p>The PM program shall provide an economical approach to accomplish the manufacturers' recommended maintenance in accordance with OEM standards, and maintenance required to satisfy equipment warranties and keep facilities, ground structures, personal property equipment, and installed equipment and systems in normal working condition.</p> <p>Excessive or repeated system or equipment breakdowns or deficiencies may indicate the need to adjust or modify the Contractor's PM program. These changes will be made at no additional cost to the Government.</p> <p>The Contractor shall submit a monthly PM work schedule per Section F.</p>	<p>need more frequent maintenance.</p> <p>All repairs discovered during preventive maintenance work, up to the Recurring limits, are completed. The KO is notified, for repairs exceeding the Recurring limits, within two hours of identification by the Contractor.</p>
3.2.1	Pump Operation and Maintenance	The Contractor shall perform maintenance on pumps to ensure proper operation, to minimize breakdowns, and to maximize useful life.	The Contractor shall operate and maintain the three pumps at Kawaiie pumping station as necessary to lower the level of water at the wet well level in accordance with Attachment J-1502000-06 or as may be hereafter amended.	<p>Maintenance is performed in accordance with Contractor's PM program and work schedule.</p> <p>Meters are installed and functioning at</p>

1502000 – Facility Investment				
Spec Item	Title	Performance Objective	Related Information	Performance Standard
			<p>Pumps shall be cycled at least once per week. Each pump shall run for 20 minutes minimum. If cavitation becomes excessive, the pump shall be secured.</p> <p>Operation consists of weekly, monthly, quarterly, semiannual, and annual maintenance in accordance with the manufacturer’s maintenance manual.</p> <p>The Contractor shall maintain the pumping station at a minimum 95% operational uptime throughout the period of performance.</p> <p>Safe operation shall ensure that all pumps requiring operator attendance are staffed by qualified personnel at all times of operation. The KO shall be notified immediately if unsafe conditions are discovered.</p> <p>The average volume of water pumped is approximately 17 million gallons per day (MGD).</p> <p>The Contractor shall visit each pumping station at least 5 days per week (Monday-Friday, unless approved by KO and PMRF PWO). Maintenance tasks and visual observations are noted in the log book located at each pumping station.</p> <p>The Contractor shall perform repairs to the pumps for up to 32 hours of labor and \$2,000 in material, equipment, and parts per repair.</p> <p>The Contractor shall shutdown, restart, and perform operational checks on all equipment affected by both scheduled and unscheduled utility outages at no</p>	<p>all times.</p> <p>Water level at Kawaiele pumping stations are maintained to a water level in accordance with Attachment J-1502000-06 or as may be hereafter amended.</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			additional cost to the Government.	
3.2.2	Kawai'ele Pump Station Infrastructure	The Contractor shall perform maintenance on all infrastructure that supports the pumps at the Kawai'ele pumping station to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The infrastructure includes instrument shed, pipes, railings, cross walk etc. that requires periodic maintenance to deter deterioration. In particular are the sheet pilings. These pilings are crucial to maintain the wet well from collapsing and require constant monitoring and maintenance to deter any major deterioration to the point of potential collapse. (Refer to Attachment J-1502000-01)</p> <p>Maintenance shall include spot correction efforts to prevent more serious corrosion and deterioration.</p> <p>Wooden storage shed, wooden barricades, and platforms shall be maintained to prevent further deterioration.</p> <p>Maintenance shall include painting when required and minor repairs if necessary.</p> <p>Log all maintenance tasks in the log book at each pumping station.</p>	Maintenance is performed in accordance with Contractor's PM program, work schedule and trade standards.
3.2.3	Dry Ditch Flood Gate	The Contractor shall perform maintenance on the Dry Ditch Flood Gate to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall provide periodic maintenance to assure that the gate is operational at all times. The gate could be crucial during heavy rain.</p> <p>Maintenance should include other gate infrastructure such as support safety railings and the walkway. Flood gate shall be operated during times of heavy rainstorms to limit flooding to the canals.</p> <p>No major repair work is required other than periodic preventive maintenance.</p>	Maintenance is performed in accordance with Contractor's PM program and work schedule.
3.2.4	Flap Gates	The Contractor shall perform maintenance on the	The Contractor shall provide periodic maintenance to assure that the gates are operational at	Maintenance is performed in accordance with

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
		flap gates to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>all times. The gates are crucial during heavy rain.</p> <p>Flap gates shall be operated during times of heavy rainstorms to limit flooding in the canals.</p> <p>No major repair work is required other than periodic preventive maintenance.</p>	Contractor's PM program and work schedule.
3.2.5	Electric Power Transmission Lines	The Contractor shall perform maintenance on the electrical power lines to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall provide maintenance on the electrical power lines to ensure power loss to the pump stations are minimized.</p> <p>Maintenance of the power lines include pole transformers, guy wires, cross arms and insulators, and any other related items that make power transmission possible.</p> <p>The Contractor shall be responsible for tree trimming to prevent branches from contacting power lines.</p> <p>No major repair work is required other than periodic preventive maintenance.</p>	Maintenance is performed in accordance with Contractor's PM program and work schedule.
3.2.6	Cathodic Protection Systems	The Contractor shall perform maintenance on cathodic protection systems to ensure proper operation, to minimize breakdowns, and to maximize useful life.	<p>The Contractor shall maintain, inspect, and test cathodic protection systems in accordance with UFC 3-570-06 and instructions provided in Attachment 1502000-05, Cathodic Protection Operation and Maintenance Data.</p> <p>The cathodic protection system is installed to protect the sheet metal piping at the Kawai'ele Pump station.</p> <p>The Contractor shall perform maintenance on the cathodic protection system for up to 16 hours of labor and \$500 in material, equipment, and parts cost per year.</p>	<p>Maintenance is performed in accordance with Contractor's PM program and work schedule.</p> <p>The cathodic protection system is operational at all times.</p> <p>The Contractor is responsible for all repairs discovered during preventive maintenance work, up to the Recurring limits, are completed. The KO</p>

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
			<p>At a minimum, maintenance shall include troubleshooting procedures to correct loss of A.C. input, blown fuses, loose terminals, faulty meters, blown M.O.V. suppressors, open circuits, faulty cathodic load connections, and lightning damage. If the initial inspection should uncover a faulty rectifier, systematic isolation of the various rectifier component should be conducted to determine the cause of nonoperation by following the steps outlined in the manual (Attachment J-1502000-05).</p> <p>The cathodic protection system must be operational at all times.</p> <p>The Contractor shall notify the KO for all repairs exceeding the Recurring limits.</p>	is notified, for repairs exceeding the Recurring limits, within two hours of identification by the Contractor.
3.3	National Pollutant Discharge Elimination System Permit (NPDES)	The Contractor shall apply for and possess a valid NPDES permit as required under any settlement agreement, court approval or other applicable laws.	<p>The Contractor is required to apply for and obtain a NPDES permit as required under any settlement agreement, court approval or other applicable laws.</p> <p>Contractor's NPDES Permit shall be submitted to the KO within 30 Days after permit is obtained per Section F.</p>	Contractor has a valid NPDES permit for the duration of the contract to include all Option Years.

<b>1502000 – Facility Investment</b>				
<b>Spec Item</b>	<b>Title</b>	<b>Performance Objective</b>	<b>Related Information</b>	<b>Performance Standard</b>
4	Non-Recurring Work	Non-recurring work may be ordered utilizing DoD EMALL in accordance with Section H or on a task order in accordance with the PROCEDURES FOR ISSUING ORDERS clause in Section G. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.	Refer to non-recurring work ELINs for task listings, descriptions, and related requirements. All periods of performance are measured from issue date of order to acceptance of the work. Performance Standards for Non-recurring work will be the same as those in Spec Item 3 where applicable.	

DELIVERABLES						
Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.2.1.2	N/A	Request to Work Outside Government's Regular Working Hours	At least seven calendar days prior to requested day.	KO and COR	1	As required
0200000/ 2.3.1	N/A	Sign-in Sheets and Minutes for Review and Comments	Within two working days	KO, COR and all attendees	1	As Required
0200000/ 2.3.4	N/A	Permits and Licenses	Before work commences and as requested by the KO.	KO and COR	1	As specified
0200000/ 2.3.5	N/A	Certificate of Insurance	Within 15 calendar days prior to contract start.	KO and COR	1	As specified
0200000/ 2.6.8.2	N/A	Pipe Delimited Flat-File	By the end of each workday	KO or a representative designated by the KO	1	Daily
0200000/ 2.6.8.2	N/A	Sample Pipe Delimited Flat-File	Within 30 calendar days prior to contract start.	KO or a representative designated by the KO	1	As required to demonstrate the ability to properly format the flat-file
0200000/ 2.6.8.3	N/A	List of personnel requiring access to Government's Maximo	Within 30 calendar days prior to contract start.	KO and COR	1	As specified
0200000/ 2.6.9.1	N/A	Quality Management Plan	Within 15 calendar days prior to contract start.	KO and COR	1	As specified
0200000/ 2.6.9.2	N/A	QC Inspection File	Within five calendar days of completion/termination of the contract.	KO and COR	1	As specified
0200000/ 2.6.9.3	N/A	Contractor Quality Inspection and Surveillance Report	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.7.1	N/A	List of Key Personnel and Qualifications	Within 15 calendar days prior to contract start	KO and COR	1	As specified
0200000/ 2.7.1	N/A	Organizational Chart	Within 15 calendar days prior to contract start	KO and COR	1	As specified

DELIVERABLES						
Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.7.2.6	N/A	Proof of Legal Residency	Prior to be admitted to site of work.	KO and COR	1	As specified
0200000/ 2.7.3	N/A	Service Contract Reporting (SCR)	No later than 31 October	KO and COR	1	Annually for labor executed during the period of performance during each Government fiscal year (FY)
0200000/ 2.8.1	N/A	Employee List	Within 15 calendar days prior to contract start and within seven calendar days of changes.	KO and COR	1	As required
0200000/ 2.8.8	N/A	OF-306 Declaration for Federal Employment and Digital Fingerprints	Prior to commencement of work	KO, COR, and Security Manager	1	As required
0200000/ 2.8.9	N/A	List of personnel requiring access to and the justification for their access to Government IT, OT, and FRCS	Within 15 calendar days prior to contract start and within seven calendar days of changes.	KO, COR, and Security Manager	1	As required
0200000/ 2.9.2	N/A	Accident Prevention Plan	Within 15 calendar days prior to contract start and within seven calendar days of changes.	KO and COR	1	As specified
0200000/ 2.9.3	N/A	Activity Hazard Analysis	Together with the Accident Prevention Plan and within seven calendar days of and changes.	KO and COR	1	As specified
0200000/ 2.9.6	J-0200000-05	NAVFAC Contractor Incident Reporting System (CIRS)	Within five calendar days of accident.	KO and COR	1	As required

DELIVERABLES						
Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.9.6	J-0200000-05	Weight Handling Equipment Accident Report	Within 15 working days of accident.	KO and COR	1	As required
0200000/ 2.9.6	J-0200000-05	Crane and Rigging Gear Near Miss Report	Within 15 working days of accident.	KO and COR	1	As required
0200000/ 2.9.8	N/A	Monthly On-Site Labor Report	First work day of each month.	KO and COR	1	Monthly
0200000/ 2.9.9	N/A	OSHA Citations and Violations Corrective Action Report	Within 48 hours after receiving a citation.	KO and COR	1	As required
0200000/ 2.9.10	N/A	Safety Inspection and Monitoring Report	Upon request.	KO and COR	1	As required
0200000/ 2.9.11	N/A	Safety Certifications	Within 15 calendar days prior to contract start and as old certifications, expire.	KO and COR	1	As specified
0200000/ 2.10.1.1	N/A	Water Conservation Plan	Within 15 calendar days after award and for changes.	KO and COR	1	As specified
0200000/ 2.10.2	N/A	Environmental Protection Plan	Within 15 calendar days prior to contract start and within seven calendar days of changes.	KO and COR	1	As specified
0200000/ 2.10.2.1	N/A	Sampling Plan	Prior to Sampling	KO and COR	1	As required
0200000/ 2.10.2.1	N/A	Laboratory Analysis	Upon Request	KO and COR	1	As specified
0200000/ 2.10.2.3	J-0200000-05	Solid Waste Management and Recycling Reports	Within 15 calendar days after the end of each calendar year and at termination of the contract	KO and COR	1	Annually
0200000/ 2.10.2.3	J-0200000-05	Recycling Weight Ticket receipts	Once every 3 months	KO and COR	1	Quarterly
0200000/ 2.10.2.5	N/A	Waste Stream Determination	Within 30 calendar days prior to start of contract performance and within 14 days of identification of any new waste stream.	KO and COR	1	As required

DELIVERABLES						
Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.2.7	N/A	Spill Prevention, Containment, and Clean-up Report	<ol style="list-style-type: none"> <li>1. Within 15 minutes of discovery (RDC)</li> <li>2. Notification to KO as soon as possible but not more than 24 hours of discovery</li> <li>3. Report to KO and COR within 48 hours of discovery</li> </ol>	Regional Dispatch Center, KO, and COR	1	As required
0200000/ 2.10.2.8	N/A	Emergency Planning and Community Right-To-Know Act (EPCRA) Report	Within 15 calendar days prior to contract start and not less than 10 working days prior to planned use of hazardous material.	KO and COR	1	As specified
0200000/ 2.10.2.8	J-0200000-05	Contractor Hazardous Material Inventory Log	Within 15 calendar days after the end of each calendar year and at termination of the contract.	KO and COR	1	Annually
0200000/ 2.10.2.12	N/A	Asbestos Containing Material (ACM)	Verbally notify the KO and COR within one hour and follow-up with written Notification within 24 hours	KO and COR	1	As specified
0200000/ 2.10.2.13	J-1502000-05	Hazardous Air Pollutants Monthly Data	Once every 6 months	KO, COR, Installation Environmental Division	1	Semi-Annually
0200000/ 2.10.3	N/A	Sustainable Procurement and Practices Plan	Within 15 calendar days prior to contract start and within 15 calendar days after exercised option periods.	KO and COR	1	Annually
0200000/ 2.10.3	N/A	Sustainable Delivery of Services Report	Within five calendar days after each contract period.	KO and COR	1	Annually

DELIVERABLES						
Spec Item	Form Attachment Number	Deliverable Title	Date (s) of Submission	Distribution		Frequency
				Original	Copies (including original)	
0200000/ 2.10.3.2	N/A	Recovered Material Certification	As specified	KO and COR	1	When a product containing recovered materials is equal to or better than the original and could be used.
0200000/ 2.14.1		Recurring Work Proposals	Within five calendar days following receipt of request	KO and COR	1	As required
0200000/ 2.15.1.1	N/A	Non-Recurring Work Quantities Ordered via FedMall	By the fifth day of the following month	KO and COR	1	Monthly
0200000/ 2.15.2.1	N/A	Non-Recurring Work Proposals	Within two working days following receipt of request	KO	1	As required
1502000/ 2.2.1	N/A	Certification, Training, and Licensing	Within 15 days after award or as requested by the KO	KO and COR	1	Once for initial submittal, then as requested
1502000/ 3.1	N/A	E/U/R Work Order Summary Report	First work day of each month	KO and COR	1	Monthly
1502000/ 3.2	N/A	Preventive Maintenance (PM) Program	30 calendar days after contract award	KO and COR	1	Annually
1502000/ 3.2	N/A	PM Work Schedule	Five workdays prior to the beginning of each month	KO and COR	1	Monthly
1502000/ 3.3	N/A	NPDES Permit	Within 30 days after permit is obtained	KO and COR	1	As required
1502000/ 4	J-0200000-05	Final Inspection Form	Following completion of each task order	KO and COR	1	As required

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.2.1.2 – Request to Work Outside of Government’s Regular Working Hours	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is to notify the Government of work that will be accomplished outside of regular working hours for the Contractor’s convenience.  Submit a copy of the summary report via email to KO for Government review and comment.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.3.1 – Required Conferences and Meetings Sign-in Sheets and Minutes	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is to keep a record of all attending participants and a reference of meeting discussions.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.3.4 – Permits and Licenses	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Contractor shall obtain all required permits, licenses, and authorizations to perform work under this contract and comply with all the applicable Federal, State, local and installation laws and regulations. Provide evidence of such permits and licenses to the KO before work commences and at other times as requested by the KO.  NPDES permit – The Contractor shall submit as soon as permit is obtained	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.3.5 – Certificate of Insurance	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is to document that the Contractor has insurance coverage.  Submit original to KO	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.8.2 – Pipe-Delimited Flat File	
Form Attachment No.: J-0200000-10	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is for the Contractor to submit a pipe determined flat-file if they do not have access to NAVFAC Maximo at contract start.  Failures in processing flat-file shall be corrected and resubmitted.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.8.2 – Sample Pipe-Delimited Flat File	
Form Attachment No.: J-0200000-10	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is for the Contractor to demonstrate the ability to properly format the flat file.  The Contractor shall provide a Sample Pipe-Delimited Flat File prior to contract performance.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.8.2 – Sample Pipe-Delimited Flat File	
Form Attachment No.: J-0200000-10	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is for the Contractor to demonstrate the ability to properly format the flat file.  The Contractor shall provide a Sample Pipe-Delimited Flat File prior to contract performance.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.8.3 – List of personnel requiring access to Government’s Maximo	
Form Attachment No.: J-0200000-11	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is for the Contractor to submit a list of personnel requiring NAVFAC Maximo accounts.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.9.1 – Quality Management Plan	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<p><u>Instructions:</u></p> <p>The report shall be prepared using Microsoft Office® software.</p> <p>The QM Plan shall incorporate both Quality Control (QC) and Quality Assurance (QA) elements.</p> <p>The QC component shall include, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Contractor’s production procedures and work processes</li> <li>2. Quality checks conducted during production</li> <li>3. Methodology to adjust processes as indicated by the quality checks</li> </ol> <p>The QA component will include the evaluation approach and techniques to be used to determine whether the service or product meets the contract performance objectives and standards.</p> <p>The Contractor shall provide an up-to-date copy of the drawings and information at the mid-term of each contract period and similarly for every option period of the contract.</p>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.9.2 – QC Inspection File	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The purpose of this requirement is for the Contractor to submit a QC Inspection File within five calendar days after completion/termination of the contract.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.6.9.3 – Contractor Quality Inspection and Surveillance Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Quality Inspection and Surveillance Report shall be submitted as part of each month's invoice package when requesting payment for each month's work completion.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.7.1 – List of Key Personnel and Qualifications	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  Within 15 calendar days after award of the contract, or other than qualification requirements required to be submitted with the offer, the Contractor shall submit to the KO a list of key personnel and their qualifications and any additional information required by the KO to certify their qualification.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.7.1 – Organizational Chart	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Contractor shall submit an Organizational Chart per Section F showing lines of authority of the key personnel and on-site supervisor(s) for this contract. The chart shall include names of personnel and their position title in this contract. As a minimum, include the PM, Quality Manager, SSHO, and on-site supervisor(s) and who they will report directly to for this contract. The key personnel shall be revised as applicable for the contract.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.7.2.6 – Proof of Legal Residency	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Contractor shall submit proof of legal residency prior to admittance to the site of the work.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.7.3 – Service Contract Reporting (SCR)	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input type="checkbox"/> Electronic <input checked="" type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The purpose of this requirement is to report total number of contractor hours worked on this contract during the performance period.  Information should include sub-contractor labor hours if applicable.  See <a href="https://www.sam.gov">https://www.sam.gov</a> for instructions for data entry. Call the help desk at the web site for additional help if necessary.  Entry for the performance year must be completed by 31 Oct annually.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.8.1 – Employee List	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The report shall provide a current, up-to-date listing of all Contractor employees and their security clearances.  The report shall include, but is not limited to: a. Employee Names b. Position Titles c. Annex Assignment d. Level of security clearance (including all pending clearances)	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.8.8 – OF-306 Declaration for Federal Employment and Digital Fingerprints	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Contractor shall submit an OF-306 Declaration for Federal Employment to the Security Manager.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.8.8 – List of personnel requiring access to Government IT, OT, and FRCS systems	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office Word® software.  The Contractor shall submit a list of personnel requiring access to Government IT, OT, and FRCS systems.  Personnel require a Tier 3 investigation and shall also complete annual required training such as cyber assurance awareness, information security (INFOSEC) awareness, and operations security (OPSEC) awareness.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.2 – Accident Prevention Plan	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The APP shall be prepared by the Contractor's SSHO and shall be followed by all Contractor employees, subcontractors, and vendors at each service site. The APP shall follow the format and cover all topics as delineated in Appendix A of EM-385-1-1. The APP shall incorporate Activity Hazard Analyses (AHAs) and Situation Specific Safety Plans that are relevant to the site specific hazards and controls for each activity and type of work that may be encountered in the performance of this contract.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.3 – Activity Hazard Analysis	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The purpose of this requirement is to provide plans, actions or measures to manage hazards.</p> <p>AHA shall follow format of Figure 1.2 of EM 385-1-1 and shall explain the following:</p> <ul style="list-style-type: none"> <li>• the steps of the service process;</li> <li>• identify potential hazards that exist as a result of the Contractor’s service process within the environment;</li> <li>• measures or plans of actions to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• specific materials and equipment necessary to safely remove potential hazards away from people in and around the service process and environment;</li> <li>• inspection requirements to assure service activity is safe; and</li> <li>• training of service personnel to be aware of potential hazards and measures or plans of actions to be used to remove hazards from service environment.</li> </ul> <p>When plans of actions or measures are selected to manage hazards away from service site, the SSHO will coordinate such plans with competent person.</p> <ul style="list-style-type: none"> <li>• for combination recurring and non-recurring contracts: “the Contractor will submit an activity hazard analysis on task orders whenever the service environment is different from the recurring services.”</li> <li>• for construction or maintenance task orders placed on non-recurring portion of contract: “the Contractor will submit a separate activity hazard analysis for each task order.”</li> </ul>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.6 – NAVFAC Contractor Incident Reporting System (CIRS)	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The purpose of this requirement is to document all damages, accidents, mishaps, and near misses that occur on or related to Government property.</p> <p>At a minimum, the report shall include the following:</p> <ol style="list-style-type: none"> <li>a. General information (e.g., accident classification, accident involving)</li> <li>b. Personal information (e.g., Name of person involved, etc.)</li> <li>c. Witness information (e.g., Name of witness involved, etc.)</li> <li>d. Contract information (e.g., Name of contract, etc.)</li> <li>e. Accident description (e.g., Date/Time/Location of accident, details of accident, action taken to prevent re-occurrence, etc.)</li> <li>f. Injury/Illness/Fatality information (e.g., Severity of injury/illness, etc.)</li> <li>g. Estimated damage cost (for property, material or supply damage)</li> </ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.6 – Weight Handling Equipment Accident Report	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to notify the Government of any weight handling equipment accidents (including rigging gear accidents)  The Contractor shall conduct an accident investigation to establish the root cause(s) of the accident and comply with additional requirements and procedures for accidents in accordance with NAVFAC P-307, Section 12.  No crane operations are allowed to proceed until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.6 – Crane and Rigging Gear Near Miss Report	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to notify the Government of any near misses involving crane and rigging gear through submission of a Crane and Rigging Gear Near Miss Report.  The Contractor shall complete the NAVFAC Contractor Incident Reporting System and electronically submit via the NAVFAC Enterprise Safety Applications Management System (ESAMS)  The Contractor shall also be responsible for verbally reporting the incident(s) to the Contracting Officer	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.8 – Monthly On-Site Labor Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to report a compilation of employee-hours worked each month for all site workers, both prime and subcontractor.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.9 – OSHA Citations and Violations Corrective Action Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to notify the Government of all OSHA citations and violations and provide corrective action.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.10 – Safety Inspection and Monitoring Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The report shall include the following: <ol style="list-style-type: none"><li>a. Narrative of significant events</li><li>b. Tabulated summary and results of the safety inspection and monitoring events performed</li><li>c. Inspection-driven corrective actions taken and results attained</li><li>d. Management process adjustments during the previous month</li></ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.9.11 – Safety Certification	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to provide the Government with copies of all the required Federal, state, county, city and industry safety related Safety Certifications for work performed under this contract. These certifications shall be kept up to date by the Contractor. The Contractor shall submit new versions of certifications to the KO as the old certifications expire. No work, that requires a certification, shall start without a valid and approved certification.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.1.1 – Water Conservation Plan	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Submit Water Conservation Plan to the KO within fifteen (15) days of contract award.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2 – Environmental Protection Plan	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The Contractor shall develop, submit, and implement an Environmental Protection Plan.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.1 – Sampling Plan	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u> <ol style="list-style-type: none"><li>1. The report shall be prepared using Microsoft Office® software.</li><li>2. The Contractor shall develop and submit a sampling plan for each sampling event.</li><li>3. The plan shall include the following:<ol style="list-style-type: none"><li>a. Summary of what will be sampled</li><li>b. The sampling equipment expected to be used</li><li>c. Number and location of samples expected</li></ol></li></ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.1 – Laboratory Analysis	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall obtain a laboratory analysis upon request and submit the results.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.3 – Solid Waste Management and Recycling Reports	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall submit a Solid Waste Management Report within 15 calendar days after the end of each calendar year and at the termination of the contract.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.3 – Recycling Weight Ticket Receipts	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall submit weight ticket receipts once every 3 months.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.5 – Waste Stream Determination	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall submit Waste Stream Determination forms within 30 calendar days prior to start of contract performance and within 14 days of identification of any new waste stream.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.7 – Spill Prevention, Containment, and Clean-up Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The Contractor shall prevent, contain, clean up, and report all spills on Government property caused by the Contractor, in a manner that complies with applicable Federal, state, and local laws and regulations and with the Installation Hazardous Waste Management Plans; and Spill Prevention, Control, and Countermeasure Plans provided in Attachment 0200000-06 at no additional cost to the Government.</p> <p>The Contractor shall report all spills on PMRF, Kauai within 15 minutes of discovery to the Regional Dispatch Center by dialing 911 from a station landline.</p> <p>The Contractor shall also notify KO as soon as possible but not more than 24 hours of incident and submit a spill report within 48 hours.</p>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.8 – Emergency Planning and Community Right to Know (EPCRA) Report	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall submit report to KO within 15 calendar days prior to start of contract and not less than 10 working days prior to planned use of hazardous material.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.8 – Contractor Hazardous Material Inventory Log	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The purpose of this requirement is to notify Government of the types of hazardous material used throughout this contract.</p> <p>Approval for this log is not required. However, approval to use hazardous material on government property is and Contractor shall follow requirements of spec item 2.10.2.4.</p> <p>Log shall be submitted to the KO with copy to the PAR annually and at the end of the contract.</p>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.12 – Asbestos Containing Material (ACM)	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to provide the Government with written ACM notification within 24 hours.  The Contractor shall also be responsible for verbally notifying the Contracting Officer within one hour of encounter.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.13 – Hazardous Air Pollutants Monthly Data	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The Contractor shall track Hazardous Air Pollutants monthly and submit semi-annual reports.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.12 – Asbestos Containing Material (ACM)	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to provide the Government with written ACM notification within 24 hours.  The Contractor shall also be responsible for verbally notifying the Contracting Officer within one hour of encounter.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.3 – Sustainable Procurement and Practices Plan	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The purpose of this requirement is to provide the Government with a plan that will identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including Executive Order 13423, Installation Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ol style="list-style-type: none"> <li>a. Recycled contents products</li> <li>b. Energy/Water efficiency</li> <li>c. Alternate Fuels and Alternate Fuel Vehicles</li> <li>d. Bio-Based Products</li> <li>e. Non-Ozone Depleting Products</li> <li>f. Environmental Preferred Products and Services</li> <li>g. Low/Non-Toxic and Hazardous Materials</li> </ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.2.12 – Asbestos Containing Material (ACM)	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to provide the Government with written ACM notification within 24 hours.  The Contractor shall also be responsible for verbally notifying the Contracting Officer within one hour of encounter.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.3 – Sustainable Procurement and Practices Plan	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>The report shall be prepared using Microsoft Office® software.</p> <p>The purpose of this requirement is to provide the Government with a plan that will identify how the Contractor will comply with all applicable Federal, state and local laws and regulation, including Executive Order 13423, Installation Water Conservation Programs and energy reduction requirements. The plan shall specifically address the following components:</p> <ol style="list-style-type: none"> <li>i. Recycled contents products</li> <li>ii. Energy/Water efficiency</li> <li>iii. Alternate Fuels and Alternate Fuel Vehicles</li> <li>iv. Bio-Based Products</li> <li>v. Non-Ozone Depleting Products</li> <li>vi. Environmental Preferred Products and Services</li> <li>vii. Low/Non-Toxic and Hazardous Materials</li> </ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.3 – Sustainable Delivery of Services Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  Submit to KO a summary of services and practices that improved processes, saved time, effort, and any commercially available products or services that should be considered for implementation and improvement.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.10.3.2 – Recovered Materials Certification	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall make recommendations and submit a Recovered Material Certification when a product containing recovered materials is equal to or better than the original and could be used for this contract.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.14.1 – Recurring Work Proposals	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The purpose of this requirement is to provide the Government with recurring work proposals. The proposals shall include detailed scopes of work and detailed estimates for modification.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.15.1.1 – Non-Recurring Work Quantities Ordered via FedMall	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The report shall be due to the KO by the fifth day of the following month. The Contractor shall track quantities and report total ordered in Fedmall.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 0200000/2.15.2.1 – Non-Recurring Work Proposals	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. The proposal shall include: <ol style="list-style-type: none"><li>A complete list of all tasks necessary to perform the required scope of work,</li><li>The number of direct labor hours to perform each task and</li><li>The projected quantity and costs of materials and equipment to perform the required scope of work.</li></ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 1502000/3.1 – E/U/R Work Order Summary Report	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<ol style="list-style-type: none"> <li>1. The report shall be prepared using Microsoft Office software.</li> <li>2. Submit original to the KO with copies to the COR.</li> <li>3. The purpose of this requirement is to summarize all completed and outstanding work orders.</li> <li>4. The scope of the report shall include the following: <ol style="list-style-type: none"> <li>a. All work orders that were completed through the end of the month for the respective FY.</li> <li>b. All work orders that were not completed through the end of the month since the beginning of the contract.</li> </ol> </li> <li>5. The report shall include the following data for each work order completed and outstanding, at a minimum: <ol style="list-style-type: none"> <li>a. Location (building number or closest point of reference)</li> <li>b. Description of work order and service provided to resolve work order, including description, make, model, and serial number of equipment/system requiring service</li> <li>c. If calibration was performed, include: <ol style="list-style-type: none"> <li>i. Calibration instruments used to calibrate the equipment</li> <li>ii. Description of calibration methodology and certification that the calibration was completed as required</li> </ol> </li> <li>d. Quality control methodology</li> <li>e. Incidents experienced for all work performed on the equipment</li> <li>f. Observable non-normal behavior of any component</li> <li>g. Caller</li> <li>h. Type of work order, i.e. emergency or urgent.</li> <li>i. Date and time work order received</li> <li>j. Date and time work order approved</li> <li>k. Date and time work order responded to</li> <li>l. Work order response standard achieved? (Yes/No)</li> <li>m. Date and time work order completed</li> <li>n. Work order completion standard achieved? (Yes/No)</li> <li>o. Status</li> <li>p. Man-hours used or estimated to complete work</li> <li>q. Material cost, quantity, and description for materials used or estimated to complete work</li> </ol> </li> </ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 1502000/3.2 – Preventive Maintenance (PM) Program	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The Contractor shall develop and submit a PM Program.  At minimum, the PM program shall include: <ol style="list-style-type: none"><li>a. PM management and technical approach</li><li>b. Procedures to evaluate equipment reliability and corrective actions.</li><li>c. Job plans tailored to the OEM technical documentation.</li><li>d. Qualification requirements of the maintenance personnel.</li></ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 1502000/3.2 – PM Work Schedule	
Form Attachment No.: N/A	
Government Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software.  The purpose of this requirement is to detail the daily work schedule for the current month for maintenance on installed equipment and systems.  The schedule shall include all maintenance work that is scheduled through the end of the current month.  The schedule shall include, as a minimum: <ol style="list-style-type: none"><li>a. Job Title</li><li>b. Location of work</li><li>c. Estimated start and completion date</li><li>d. Estimated min-hours</li><li>e. Estimated labor, cost, material cost, and total cost</li></ol>	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 1502000/3.3 – NPDES Permit	
Form Attachment No.: N/A	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>  The report shall be prepared using Microsoft Office® software. Submit a copy of the NPDES permit within 30 days of permit was obtained.	

<b>Deliverables Form Preparation Instructions</b>	
Deliverable Title: 1502000/4 – Final Inspection Form	
Form Attachment No.: J-0200000-05	
Government Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Media: <input type="checkbox"/> Hard Copy <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Direct System Input	
<u>Instructions:</u>	
<p>Final Inspection Form will be provided by the Government to Contractor following completion of each task order for Contractor’s signature. A fully completed copy with authorized Government personnel signatures will be provided to the Contractor to submit with invoice in WAWF.</p>	
<p>Reference Attachment J-0200000-05 for Final Inspection Form.</p>	
<p>Submit to Contracting Officer and COR.</p>	
<p>Faxed copies not accepted unless pre-approved by the Contracting Officer.</p>	

Section J Documents, Exhibits, and other Attachments Table of Contents	
Attachment Number	Attachment Title
J-0200000-01	Definitions and Acronyms
J-0200000-02	Wage Determinations
J-0200000-03	Directives, Instructions, and References
J-0200000-04	Invoice Form
J-0200000-05	Forms
J-0200000-06	Service Provider Information
J-0200000-07	Asset Information
J-0200000-08	Specification Information
J-0200000-09	Characteristic Meter Readings Information
J-0200000-10	NAVFAC Maximo Data Reporting
J-0200000-11	NAVFAC Maximo System Access Procedures
J-0200000-12	NAVFAC Standard Work Type (WT) and Sub Work Type (SWT)
J-0200000-13	Exhibit Line Item Numbers (ELINs) Base
J-0200000-14	Exhibit Line Item Numbers (ELINs) Option to Extend Services
J-1502000-01	Canal Locations and Maps
J-1502000-02	Facilities and Equipment Inventory
J-1502000-03	Canal Measurements
J-1502000-04	Historical Data
J-1502000-05	Cathodic Protection of O&M Data
J-1502000-06	Fifth Amendment of General Lease No. S3852

Attachment J-020000-01 Definitions and Acronyms	
Definition	Description
Assessment	A general term referring to either a survey or inspection of a facility to determine condition.
Asset	A general term used to refer to an item, such as a component, system, building or facility, which is managed by an automated data management program.
Competent Person	A person who has the professional experience and training necessary to identify existing and predictable hazards at a work or service environment, and who has the authority to take prompt and corrective action to eliminate or remove dangers from the environment. One who can identify existing and predictable hazards in the working environment or working conditions that are dangerous to personnel and who has authorization to take prompt corrective measures to eliminate them.
Component Inventory Management Unit (CIMU)	An organization of like-kind real property into manageable maintenance units. CIMU is a building component, group of components or component assemblies, serving a specific purpose in a facility that can be expected to follow a common and predictable lifecycle behavior. This class of non-equipment will include items such as exterior walls, exterior windows, interior finish, and roofs. This class of equipment will include items such as fan coil units, air handling units, lighting, and water closets. CIMUs can include one or more items of installed equipment typically subject to routine scheduled maintenance.
Confined Work Space	A space that is large enough and so configured that a person may bodily enter a space (such as in tanks, vessels, silos, storage bins, hoppers, vaults, pits, and like spaces where there is limited means of entry) and is hindered or restricted from escaping during an emergency.
Construction Equipment	<p>Construction equipment refers to specialized heavy <a href="#">machinery</a> that covers one industry and is specifically designed for executing <a href="#">construction</a> work. Construction equipment requirements shall include a list of equipment establishing the size, quality, number of units, and unit prices. Construction equipment prices provided by the Contractor shall be the lowest price available considering the availability of equipment and the time constraints of the job. The direct equipment price shall be adjusted by all discounts and rebates that accrue to the Contractor.</p> <p>All indirect cost associated with construction equipment, such as: the Contractor's hourly composite trade wage, adjusted to allow for workforce productivity; sub-contractor cost, costs for pre-expended bin materials, shipping and handling, union agreements, crew sizes, hand tools, universal equipment (excluding construction equipment), mobilization, demobilization, payroll burdens and fringes, overtime, job (field) overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance, general and administrative (home office) overhead, profit, and all other associated markups shall not be included in the construction equipment price since the cost for these items were included in the labor hour unit price bid. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements shall not be included.</p>
Contracting Officer (KO)	That individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
Contracting Officer's Representative (COR)	The individual appointed by the KO responsible for monitoring the Contractor's technical compliance and progress, relative to assigned contract(s)/orders(s), based on the contract requirements specified in the PWS and in accordance with the PAP. The COR performs a variety of contract administration duties that includes oversight of PA, documenting and rating Contractor performance, reviewing invoices, and acceptance of work. Assignment as a COR is a collateral duty typically performed by the FSCM or SPAR.

Attachment J-0200000-01 Definitions and Acronyms	
Definition	Description
Contractor	That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award. The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall insure that subcontractors comply with the provision of this contract.
Contractor Representative	That individual appointed by the Contractor, either orally or in writing, who has been assigned responsibility for executing the requirements of this contract.
Crane, Category 1	Portal cranes, Hammerhead cranes, Locomotive cranes, Derricks, Floating cranes (YD), Tower cranes, Container cranes, Mobile cranes (except those indicated as category 4), including truck, cruiser, crawler, warehouse/industrial cranes, and cranes used for dragline, pile driving, clamshell, magnet, bucket work, and Aircraft crash cranes.
Crane, Category 2 & 3	Cranes with rated capacities of 20,000 pounds or greater are category 2. Examples are Overhead traveling cranes, Gantry cranes (rail mounted), Wall cranes, Jib cranes, Pillar cranes, Pillar jib cranes, Monorails and associated hoists, Fixed hoists including chain falls. Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities less than 2,000 pounds.
Crane, Category 4	Commercial truck mounted cranes, Truck mounted articulating boom cranes, Pedestal mounted commercial boom assemblies (fixed length, telescoping, and articulating types) attached to stake trucks, trailers, flatbeds, or railcars, or stationary mounted to piers, etc., with OEM rated capacities of 2,000 pounds and greater. Commercial truck mounted cranes and truck mounted articulating boom cranes with OEM capacities of 2,000 pounds and greater require a licensed operator even if the cranes are down rated below 2,000 pounds capacity for administrative purposes.
Direct Material Costs	<p>The actual vendor invoice charges for materials used for performance of work under this contract. Direct material costs shall include sales tax and transportation charges when such charges are included on the invoice by the vendor, as well as any discounts allowed for prompt payment and discounts or rebates for core value or salvage value that accrue to the Contractor. When questions arise concerning the cost of direct materials, direct material costs will be based on the lowest of quotes provided by the Contractor from at least three different commercial vendors for the direct material cost. The Government retains the right to obtain additional quotes in questionable situations. The lowest price will be used.</p> <p>All other cost such as sub-contractor cost, costs for pre-expended bin materials, shipping and handling, union agreements, crew sizes, hand tools, universal equipment, mobilization, demobilization, time for job preparation, safety standby personnel, payroll burdens and fringes, overtime, job (field) overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance, general and administrative (home office) overhead, profit, and all other associated markups shall not be included in the direct material price since the cost for these items are included in the UPL Hour unit price bid.</p>
Electronic Operation And Maintenance And Support Information (eOMSI)	A set of consultant-prepared data and document files that contain detailed, as-built technical information that describes the efficient, economical and safe operation, maintenance and repair of a facility, plant, equipment or system throughout its life cycle. Generally, it is prepared during construction and submitted upon completion of a new facility or major facility upgrade. eOMSI's typically include asset information, staffing and budgeting information, supply support including critical spare parts, operating procedures, troubleshooting and diagnostic guides, extended warranty data, maintenance task frequencies and documentation, technical data, repair procedures and manufacturer's product data. eOMSI data and document files are provided in electronic formats.

Attachment J-0200000-01 Definitions and Acronyms	
Definition	Description
Equipment	Tangible asset that is functionally complete for its intended purpose, durable, and non-expendable.
Facility	A building or structure designed and created to serve a particular function.
Fixed Burden Rate (FBR)	<p>The additional costs (expressed in percent of direct material cost) for ordering, handling, and stockpiling materials and repair parts. For example, if the offeror's Fixed Burden Rate for materials in the Base Period is 10% then:</p> $\$100,000.00 + (\$100,000.00 \times 10\%) = \$110,000.00$ <p>The Government will compensate the Contractor for the required parts and materials and not the total amount shown in Schedule of Indefinite Delivery Indefinite Quantity Work.</p>
Frequency Of Service	<p>Annual (A). Services performed once during each 12-month period of the contract at intervals of 335 to 395 days.</p> <p>Biennial (B). Services performed once during each 24-month period of the contract at intervals of 670 to 790 days.</p> <p>Daily (D5). Services performed once each calendar day, Monday through Friday, including holidays unless otherwise noted.</p> <p>Daily (D7). Services performed once each calendar day, seven days per week, including weekends and holidays.</p> <p>Monthly (M). Services performed 12 times during each 12-month period of the contract at intervals of 28 to 31 calendar days.</p> <p>Quarterly (Q). Services performed four times during each 12-month period of the contract at intervals of 80 to 100 calendar days.</p> <p>Semiannual (SA). Services performed twice during each 12-month period of the contract at intervals of 160 to 200 calendar days.</p> <p>Semimonthly (SM). Services performed 24 times during each 12-month period of the contract at intervals of 14 to 16 calendar days.</p> <p>Three times weekly (3W). Services performed three times a week, such as Monday, Wednesday, and Friday.</p> <p>Twice weekly (2W). Services performed twice a week, such as Monday and Thursday or Tuesday and Friday.</p> <p>Weekly (W). Services performed 52 times during each 12-month period of the contract at intervals of six to eight calendar days.</p>
Government Furnished Property (GFP)	Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government furnished property includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. Government furnished property also includes contractor acquired property if the contractor acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.
Hazardous Material (HM)	A material that because of its quality, concentration, physical, chemical or infectious nature may pose a threat to human health or the environment if released or spilled into the environment or any material designated by the Department of Transportation (DOT) or any materials that require a SDS form as posing a potential threat while being transported. Hazardous materials are listed in 49 CFR Part 172.
Hazardous Waste (HW)	Any discarded solid waste (liquid, semi-solid, solid, or gaseous) that meets the definition of a hazardous waste by USEPA, state authorities, or the Navy. In accordance with RCRA, a solid waste is a listed hazardous waste if it is specifically listed, or it is a characteristic hazardous waste if it exhibits the characteristics of ignitability, corrosivity, reactivity, or toxicity.
Hazardous Waste Management Plan	In accordance with OPNAVINST 5090.1C, every Navy shore activity that generates HW shall develop and use a Hazardous Waste Management Plan or a Hazardous Waste

Attachment J-0200000-01 Definitions and Acronyms	
Definition	Description
	<p>management component in its P2 Plan and EMS. A Hazardous Waste Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Identify applicable federal, state, and local regulations pertaining to the generation and management of hazardous waste.</li> <li>• Identify training requirements and describe procedures for obtaining training and maintaining training records.</li> <li>• Assign responsibilities for the generation, designation, handling, storage, treatment, disposal, and all documentation.</li> <li>• Describe all hazardous waste generation and management procedures.</li> <li>• Include or reference the hazardous waste minimization plan and goals.</li> <li>• Include or reference contingency plans and emergency response procedures.</li> </ul> <p>The plan shall be kept up to date to include changes in hazardous waste generation and management procedures, as well as changes in applicable federal, state, and local hazardous waste regulations. The plan shall include or reference minimization procedures sufficient to achieve DOD minimization goals. Tenant activities are covered by the host CO's Hazardous Waste Management Plan.</p>
Hazardous Waste Manifest	A hazardous waste manifest as defined in 40 CFR 260 is required for the transport of hazardous waste. The installation commanding officer (ICO) or the ICO's designated representative shall retain signature authority for hazardous waste manifests.
Infrastructure Condition Assessment Program (ICAP)	A Navy automated data management program that utilizes historical asset lifecycle data and a structured assessment process to evaluate the condition facilities and their components.
Inspection	A rigorous, detailed assessment of the condition of a facility performed to generate a fundable scope and cost estimate for prioritization and funding of maintenance and repair.
Integrated Maintenance Program (IMP)	IMP is a recurring state-of-the-art, reliability-centered inspection, testing, maintenance and repair program that determines best practices for managing the functions and consequences of failures of facilities equipment and system components. IMP encompasses accepted commercial practices, including reactive, preventive, predictive and proactive maintenance, into one optimal program. The IMP approach gives the Contractor full responsibility to maintain systems and equipment and perform repairs whenever necessary to ensure equipment and systems are operational and remain in a constant state of readiness. Service orders will not be issued for accomplishment of repairs on systems and equipment maintained under IMP.
Job or Work Order	An authorization for work that requires planning and estimating and has an individual line of accounting for financial and performance evaluation.
Life-Cycle Costs	A form of economic analysis that considers the total cost of owning, operating, and maintaining a building or system over its useful life.
Less-than-90-day Accumulation Areas or Storage Facilities	Temporary HW storage areas where HW may be stored for up to 90 days without a RCRA permit.
Maintenance and Repair	The preservation or restoration of a piece of equipment, system, or facility to such condition that it may be effectively used for its designated purposes. Maintenance/repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair.
Monthly On-Site Labor Report	A compilation of all Contractor and subcontractor employee-hours involved in delivering contract services on a Government property.
NAVFAC MAXIMO	A specially configured software version of MAXIMO®, a commercially available computerized maintenance management system (CMMS), adopted by NAVFAC for enterprise facility asset data management. The terms "MAXIMO", "NAVFAC

Attachment J-020000-01 Definitions and Acronyms	
Definition	Description
	MAXIMO” or “Government’s MAXIMO” shall be used interchangeably in the document.
Non-RCRA Regulated Waste	Waste that is not regulated as a hazardous waste under RCRA; however, is waste may be regulated by other federal, state or local regulations including but not limited to TSCA, Clean Air Act, Clean Water Act or other regulations and statues. Examples include Used Oil, Universal Waste, Oily Water, antifreeze, etc.  Non-RCRA regulated waste (while not meeting the definition of a Hazardous Waste) must be managed according to its applicable regulations and may not be discarded into the general trash.
Non-Regulated Solid Waste (Debris and Rubbish)	Waste not associated with an industrial process such as refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food. Non-hazardous construction and demolition wastes such as dimension and non-dimension lumber, plywood, chipboard, and hardboard are included.
Partnering	The terms “partnering” and “partnership” used herein shall mean a relationship of open communication and close cooperation that involves both Government and Contractor personnel working together for the purpose of establishing a mutually beneficial, proactive, cooperative environment within which to achieve contract objectives and resolve issues and implementing actions as required.
Performance Assessment	A method used by the Government to provide some measure of control over the quality of purchased goods and services received.
Performance Assessment Representative (PAR)	The individual(s) assigned as a Technical Point of Contact (TPOC) / Subject Matter Expert (SME) to the COR to perform duties as the on-site representative who assesses Contractor performance. The PAR periodically observes Contractor performance, reviews delivered services, reviews quality management corrective actions, periodically assesses and documents Contractor performance on PAWs and the MPAS, and communicates findings as necessary with the Contractor, SPAR, and COR.
Pre-Expended Bin Materials And Supplies	The minor materials and supplies that are incidental to the job, for which the total direct cost of any one material line item shown on the material estimate is \$10.00 or less. Examples of pre-expended bin materials and supplies include, but are not limited to, solder, lead, flux, electrical connectors, electrical tape, fuses, nails, screws, bolts, nuts, washers, spacers, masking tape, sand paper, solvent, cleaners, lubricants, grease, oil, rags, mops, glue, epoxy, spackling compound, joint tape, plumbers tape and compound, clips, welding rods, and touch up paint.
Preventive Maintenance (PM)	Maintenance designed to increase the availability of the facilities/equipment by reducing the number of unexpected breakdowns or service interruptions. It is any planned maintenance activity that improves equipment life and avoid any unplanned maintenance requirements. PM consists primarily of inspection, testing, cleaning, lubrication, adjustment, calibration, and minor part and component replacement (such as filters, batteries, belts, hoses, fluids, oil and grease) as required to verify proper system operation; minimize malfunction, breakdown, and deterioration of systems and equipment; and maximize useful life.
Property Administrator	An authorized representative of the Contracting Officer who is responsible for administering contract property requirements, terms and conditions of the contract
Property Management Program	A Government program established for the purpose of reviewing and approving the Contractor’s Property Management Plan and System through performance of a system analysis whenever government property is in the possession of the Contractor.
Quality Assurance (QA)	The planned and systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled.
Quality Control (QC)	The observation techniques and activities used to fulfill requirements for quality.

Attachment J-0200000-01 Definitions and Acronyms	
Definition	Description
R. S. Means	A data collection and organization system developed by R. S. Means Company which can be used to prepare accurate, dependable construction estimates and budgets in a variety of ways. The Contractor shall use the latest edition. Material prices are based on a national average and computed labor costs are based on a 30-city national average. An estimate prepared using this data is called a "Means estimate"; data may simply be referred to as "Means".
Real Property	Land and improvements to land (i.e., facilities). It includes equipment affixed and built into the facility as an integral part of the facility (such as heating systems), but not movable equipment (e.g., plant equipment, industrial equipment, buoys).
Real Property Inventory Equipment (RPIE)	A Government owned or leased individual pieces of equipment, apparatus, or fixture that are essential to the function of the real property (i.e. plumbing, electrical, heating, cooling and elevators). It is physically attached to, integrated into, and built in or on the property. Individual RPIE's can be combined to make a CIMU to facilitate facilities management. An individual RPIE can also be a CIMU if the equipment is complex enough to require its own management planning.
Regulated Waste	Any hazardous, non-hazardous, industrial process waste (aka special waste), e-waste, and/or off-specification HM, which because of its physical characteristics, chemical make-up or biological nature requires either special handling procedures and permitting, or poses an unusual threat to human health, equipment, property, or the environment. Examples include (but are not limited to) liquid sludge, pastes, and/or filter cakes, chemical compounds and/or petroleum products, fine powders or highly dusty materials, spent blast media and/or grit, demolition wastes from industrial facilities, debris and/or residues from spill cleanup work, underground storage tank remediation materials, pollution control wastes, ash from fires, furnaces, boilers or incinerators, off-specification products, other materials that have the potential to be a hazardous waste. All RW may be used or unused excess hazardous materials. Laboratory analysis may be required to verify the waste is not a RCRA-regulated hazardous waste.
Repair	Repair is the restoration of facilities or equipment to such a condition that it may be effectively utilized for its designated purposes by overhaul, reconstruction, or replacement of constituent parts or materials which have deteriorated by action of the elements or usage, and which have not been corrected through maintenance. This term also applies to replacement of the entire unit or system if beyond economical repair. The intent of repair is to have the equipment at normal working condition.
Replacement	Replacement, as a distinct work element, is confined to a program of planned replacement of a facility or its components. It may be further limited to major components such as air conditioning compressors, furnaces or hot water heaters. Replacement is performed when the equipment has reached the end of its useful life; when it no longer can perform due to degradation of its internal components and repair is no longer cost effective. Included under the replacement would be the major rebuilding of any component, since rebuilding also restores performance.
Response Time	The time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate personnel, tools, equipment, and materials, ready to perform the work required.
Restoration	Restoration of real property to such a condition that it can be used for its intended purpose. Includes repair or replacement work to restore facilities damaged by inadequate sustainment, excessive age, natural disaster, fire, accident or other causes.
Sampling Plan	Plan and procedures to conduct sampling, field testing and laboratory analysis for a defined testing objective.
Satellite Accumulation Areas	Designated approved areas, at or near the point of generation and under the control of the operator generating the waste, where no more than 55 gallons (cumulative total) of all

Attachment J-0200000-01 Definitions and Acronyms	
Definition	Description
	types of HW or 1 quart of acutely HW may be accumulated. The 55-gallon limit does not include non RCRA regulated waste, universal waste and used oil etc.
Spill Prevention Control and Countermeasure (SPCC) Plan	The SPCC Plan establishes engineering controls including procedures, methods, equipment and other requirements to prevent the discharge of oil into or upon navigable waters. The Plan includes procedures for oil spill prevention, measures to contain spills and an established spill drill exercises to ensure effective countermeasures in the event of oil spill.
Sustainment	Maintenance and repair activities necessary to keep a typical inventory of facilities in “normal working condition”. Sustainment includes regularly scheduled maintenance as well as cyclical major repairs or replacement of components that occur periodically over the expected service life of the facilities.
System	An assemblage of mechanically and/or electrically interlocked parts, equipment and/or components forming a unitary whole.
Unit Priced Labor (UPL) Hour	The fully burdened unit price bid by the Contractor to perform one hour of work-in-place. With the exception of direct material and construction equipment costs, the unit priced labor hour price shall include all indirect and direct costs associated with performing work, such as: the Contractor’s hourly composite trade wage, adjusted to allow for workforce productivity; sub-contractor cost, costs for pre-expended bin materials, shipping and handling, wage determinations, union agreements, crew sizes, hand tools, equipment, universal equipment (excluding construction equipment), mobilization, demobilization, payroll burdens and fringes, overtime, job (field) overhead, clerical support, supervision, inspection, fees, taxes, licenses, permits, and insurance, general and administrative (home office) overhead, profit, and all other associated markups. Any indirect cost or additional markups not allowed in the definition of direct materials shall be included in the UPL price. Additionally, time for job preparation, safety standby personnel, and similar indirect labor elements are included.
Uniformat Classification	A standard classification of building components established by the National Institute of Standards and Technology.
Universal Equipment	Universal equipment refers to equipment that can cover two or more industries and is commercially employed in execution of operation, maintenance, and repair work, such as: Aerial Work Platforms, Backhoes, Cranes, Dump Trucks, Excavators, Generators, Graders, Lifts, Loaders, Man Lifts, Monitoring and Test Equipment, Pumps, Tractors, Trailers, etc.
Universal Waste (UW)	Universal Waste (UW) (defined in 40 CFR Part 273) means batteries, fluorescent lamps, some pesticides, and mercury-containing equipment formally classified as a HW, but that are now subject to less stringent regulations, when recycled if recycling is available.
Utility Infrastructure Condition Assessment Program (UICAP)	A comprehensive assessment processes for planning, managing, and executing Navy utility infrastructure inspections.
Weight Handling Equipment (WHE)	Weight handling equipment consists of cranes (e.g., portal cranes, jib cranes), rigging gear (e.g., slings, shackles), and associated equipment (e.g., portable hoists, dynamometers).

Attachment J-020000-01 Definitions and Acronyms	
Acronym	Title
ACO	Administrative Contracting Officer
AFFF	Aqueous Film Forming Foam
BFR	Basic Facility Requirements
BW	Biweekly
CBMM	Condition Based Maintenance Management Program
CDR	Contract Discrepancy Report
CIA	Controlled Industrial Area
CIMU	Component Inventory Management Unit
CMMS	Computerized Maintenance Management System
CNSSI	Committee on National Security Systems Instruction
COR	Contracting Officer Representative
COR	Condition of Readiness
DBH	Diameter at Breast Height
DCR	Direct Condition Rating
DoD	Department of Defense
DoDI	Department of Defense Instruction
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FIFRA	Federal Insecticide, Fungicide, and Rodenticide Act
FSC	Facility Support Contract
FSCM	Facility Support Contract Manager
GIS	Geospatial Information System
GFE	Government-furnished Equipment
GFF	Government-furnished Facilities
GFM	Government-furnished Materials
HCA	Head Contracting Agency
ICAP	Infrastructure Condition Assessment Program
ICP	Integrated Contingency Plan
IDIQ	Indefinite Delivery Indefinite Quantity
iNFADS	Internet Navy Facilities Asst Data Store
IPM	Integrated Pest Management
IPMIS	Integrated Pest Management Information System
IPMP	Integrated Pest Management Plan
KIUC	Kauai Island Utility Co-op
KO	Contracting Officer
LAN	Local Area Network
M	Monthly
MAP	Maintenance Action Plan
MDI	Mission Dependency Index
MEP	Mechanical, Electrical and Plumbing
MGD	Million Gallons per Day
MILCON	Military Construction
MPAS	Monthly Performance Assessment Summary
MRI	Mission Readiness Index
MSDS	Material Safety Data Sheets
MSL	Main Sea Level
NAVFAC	Naval Facilities Engineering Command

Attachment J-0200000-01 Definitions and Acronyms	
Acronym	Title
NFPA	National Fire Prevention Association
NIST	National Institute of Standards and Technology
NIST SP	National Institute of Standards and Technology Special Publication
NMCI	Navy Marine Corps Intranet
NOSC	Navy-On-Scene Coordinator
NPDES	National Pollutant Discharge Elimination System
PAP	Performance Assessment Plan
PAR	Performance Assessment Representative
PAW	Performance Assessment Worksheet
PEO	Program Executive Officer
PM	Project Manager
PM	Planned Maintenance or Preventative Maintenance
POAM	Plan of Action and Milestones
PRCSP	Permit Required Confined Space Program
PWS	Performance Work Statement
PWO	Public Works Officer
Q	Quarterly
QC	Quality Control
RSIP	Regional Shore Infrastructure Plan
RPIE	Real Property Inventory Equipment
RSL	Remaining Service Life
SC	Security Clearances
SM	Semimonthly
SPAR	Senior Performance Assessment Representative
SRM	Sustainment, Restoration, and Modernization
TE	Technical Exhibit
VIQ	Variation in Quantity
WBS	Work Breakdown Structure

Attachment J-0200000-02  
Wage Determination

The following attachment specifies the minimum wages and fringe benefits to be paid under this contract:

- a. Wage Determination (Service Contract Labor Standards)
- b. General Decision (applicable to Construction Wage Rate Requirements)

It is suggested that the contractor use the Price Adjustment Calculation Tool (PACT) when submitting their wage adjustment request. See <https://www.secnav.navy.mil/rda/OneSource/Pages/PACT/PACT.aspx>

Attachment J-020000-03 Directives, Instructions, and References	
Reference	Title
ANSI A10.32, Z3591.1, A10.34	American National Standards Institute
ASME B30	American Society of Mechanical Engineers
CNSSI 1253	Security Categorization and Control Selection for National Security Systems
DoD Directive 5200.2	DoD Personnel Security Program (PSP)
DoDI 8582.01	Security of Unclassified DoD Information on Non-DoD Information Systems
DODD 6055.9	DoD Explosives Safety Management and the DoD Explosives Safety Board
EM 385-1-1	U.S. Army Corps of Engineers Safety and Health Requirements
HAR 11-451	Hawaii Administrative Rules
HRS 342F Title 11, Chapter 42	Hawaii Revised Statues
ISEA 107-2004	International Safety Equipment Association
NAVFACINST 4161.1	Accountability, Tracking, and Management of Government-Furnished Property
NAVFACINST 11010.45	Regional Planning Instruction (Site Approval Process)
NAVFAC P-78	Real Property Inventory Procedures Manual
NIST SP 800-171 Revision 1	Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations
NIST SP 800-53	Security and Privacy Controls for Federal Information Systems and Organizations
OPNAVINST 11000.16	Command Responsibility for Shore Activity Land and Facilities
OPNAVINST 11010.20	Navy Facilities Projects
OPNAVINST 11011.10	Utilization of Navy Real Property
P.L. 91-596	Occupational Safety and Health Act
SECNAVINST 11011.47	Acquisition, Management, and Disposal of Real Property and Real Property Interests by the Department of the Navy
UFC 2-000-5N	Facility Planning Criteria for Navy/Marine Corps Shore Installations
UFC 3-560-01	Operation and Maintenance: Electrical Safety
29 CFR 1910, 1926.59, 1904	Code of Federal Regulations

Attachment J-0200000-04  
Invoice Form

NAVAL FACILITIES ENGINEERING COMMAND, HAWAII  
CONTRACTOR'S INVOICE

INVOICE DATE \_\_\_\_\_

INVOICE NUMBER \_\_\_\_\_

INVOICE PERIOD \_\_\_\_\_

FROM:

TO: NAVFAC HAWAII  
FSC MANAGEMENT & FACILITIES SERVICES  
(FMFS) BR, FSC ACQ SECTION (CON32)  
400 MARSHALL ROAD  
PEARL HARBOR, HAWAII 96860-3139

1. Below is a statement of performance under Contract N62478-\_\_\_\_\_  
(Project Title) \_\_\_\_\_

The enclosure provides a breakdown of this statement of performance.

	<u>Recurring Work Price</u>	<u>Non-Recurring Work Price</u>
A. Total value of contract through change (Mod No.) _____	\$ _____	\$ _____
B. Value of completed performance	\$ _____	\$ _____
C. Less: Total of prior invoices	\$ _____	\$ _____
D. Amount of this invoice	\$ _____	\$ _____
	Grand Total:	\$ _____

Company's Authorized Signature and Title: \_\_\_\_\_

Attachment 0200000-05 Forms
• Contractor Incident Reporting System (CIRS)
• Solid Waste Management Report
• Contractor Hazardous Material Inventory Log (EPRCA)
• VOC/HAP Tracking Form
• Final Inspection Report for all Task Order's and IDIQ

**Contractor Incident Report System (CIRS)**

<b>Report Type (REQUIRED)</b>			
Injured	Property	Injured & Property	Near Miss
<b>1. Contract Information</b>		<b>Incident Information</b>	
Prime Contractor:		Cage Code:	
Contract Number:		Occurred On Base: <b>Yes</b> <b>No</b>	
Task Order #:			
<b>Contractor Contact Information</b>			
Last Name		First Name	Phone #:
Email Address:		Date Notified: <small>Ex: MM/DD/YYYY</small>	
<b>2. Incident Type (REQUIRED)</b>		<b>(Please Check All That Apply)</b>	
Assault/Violent Act	Extreme Environmental Exposure	Man over the side (No water entry)	
Diving	Falls, slip, trip, or bodily exertion	Man Overboard - Water Entry	
Electrical Shock/Burns	Fires - All Types	Material Handling Equipment	
Equipment Installation/Repair	Hazardous Material (any type)	Ordnance-Related (Explosive)	
Explosion, Non-Ordnance	<b>Industrial (Select Additional Below)</b>	Vehicle (Government or Private)	
<b>Industrial Incident Additional Information</b>		<b>(Please Check All That Apply)</b>	
Confined Space	Hand and Power Tools	Work Platforms and Scaffolding	
Demolition/Renovation	Rigging	Underground Construction, Shafts, and Caissons	
Trenching/Entrapment	Cranes and Hoisting Equipment	Concrete, Masonry, Steel Erection and Residential Construction	
Traffic Control	Floating Plant and Marine Activities	Tree Maintenance and Removal	
Welding and Cutting	Pressurized Equipment and System	Airfield and Aircraft Operations	
Control of Hazardous Energy	Fall Protection		

3. General Information		Incident Information	
<b>Date of Incident:</b> Ex: MM/DD/YYYY		<b>Time of Incident:</b> :	
<b>Describe the incident in detail in your words:</b>			
<b>Exact Location of Incident:</b>			
<b>Was Hazardous Material(s) Involved:</b> Yes            No If Yes, Explain What Hazardous Materials Were Involved and Why:			
<b>Activity at Time of Incident:</b>			
<b>Personal Protective Equipment:</b>			
<input type="checkbox"/> Available and used		<input type="checkbox"/> Available and not used	
<input type="checkbox"/> Not related to Mishap		<input type="checkbox"/> Wrong PPE for job	
		<input type="checkbox"/> Not Required	
		<input type="checkbox"/> List PPE	
<b>List PPE Used:</b> (required only if List PPE checked)			
<b>Who Provided Cleanup?</b>		<input type="checkbox"/> Onsite <input type="checkbox"/> Base <input type="checkbox"/> Public	

4. Fully Explain What Allowed or Caused the Incident					Incident Information	
<b>Direct Cause:</b>						
<b>Indirect Cause:</b>						
<b>Additional Action Taken:</b> (Please Include a Begin Date and Est. End Date in Description)						
5. Contributing Factors						
<b>Was Visibility Restricted?</b> Yes      No				<b>Distance Visibility was restricted:</b>		
<b>Unit of Measure:</b>		Feet	Yards	Meters	Miles	Nautical Miles
<b>Visibility Restricted By:</b>						
Fog	Smoke		Rain		Sleet	Snow
Mist	Dust	<input type="checkbox"/>	Sandstorm	<input type="checkbox"/>	Unknown Object	Other:
<b>Lighting Conditions at Incident Site:</b>		<b>Was Noise Level a Factor:</b>		<b>Was Carbon Monoxide (CO) a Factor:</b>		
Adequate	Inadequate	Yes	No	Yes	No	
Unknown		Unknown		<b>If Yes, CO Alarm Manufacturer:</b>		
<b>Other Contributing Factors:</b>						

1. Injured Data		Person (if applicable)		
<b>Age:</b>	<b>Gender:</b> Male      Female		<b>Subcontractor Company Name:</b>	
2. General Information				
<b>Drug or Alcohol Involved:</b>				
None	Unknown	Alcohol	Drugs	Alcohol and Drugs
<b>Who Provided First Aid?</b>				
	Onsite	Base	Public	
<b>Was Ergonomics a Factor:</b>				
	Yes	No		
<b>Type of Ergonomic Injury:</b>				
Lifting	Equipment Placement Office	Repetitive Motion		Positioning
Bending	Equipment Placement Industrial	Impact Strain		
3. Injury Illness/Fatality Information				
<b>Severity of Injury/Illness:</b>				
Fatality		Lost Workday Case Involving Days Away From Work		
Permanent Total Disability		Light/Limited Duty or Restricted Work (No Lost Work Days)		
Permanent Partial Disability		Other Reportable & Medical Treatment/No Lost Time		
First Aid Treatment Only/First Aid Case				
<b>Were There Days Lost:</b>		<b>Were There Days Hospitalized:</b>		<b>Were There Days Restricted Duty:</b>
Yes	No	Yes	No	Yes      No
<b>Part of Body Affected:</b>				
<b>Nature of Injury or Illness:</b>				
<b>Event or Exposure:</b>				
<b>Source of Injury or Illness:</b>				
<b>Injury Activity Code:</b>				

<b>4. License</b>			<b>Person (if applicable)</b>		
<b>Are Appropriate License and Certification/Medical Current:</b>			Yes	No	
If yes, explain:					

<b>5. Training</b>				
<b>Was all the contract-required training provided to the employee:</b>			Yes	No
If yes, explain:				

<b>1. Involved Person Data</b>			<b>(if applicable) Property Damage</b>		
<b>Age:</b>		<b>Gender:</b>		<b>Subcontractor Company Name:</b>	
		Male	Female		

<b>3. Property Damaged</b>					
<b>Was Anyone Injured:</b>			<b>Was A Government Motor Vehicle Involved:</b>		
Yes	No		Yes	No	

Property Type	Property ID #	Detailed Description	Owned By	Est. Cost USD	Lost Use Days

**4. License** (if applicable) **Property Damage**

**Are Appropriate License and Certification/Medical Current:** Yes No

If yes, explain:

**5. Training**

**Was all the contract-required training provided to the employee?** Yes No

If yes, explain:

<b>Solid Waste Management Report</b>			
<b>Solid Waste Recycled</b>			
<b>Description</b>	<b>Amount (lbs./tons)</b>	<b>Cost</b>	<b>Revenue</b>
Glass			
Metal (aluminum, circuit boards, steel)			
Paper & Paper Board			
Plastic			
Food (cooking grease & oil, discarded food)			
Wood (packaging, pallets, plywood)			
Yard/Green Waste (mulch, trees, trimmings)			
Concrete			
Asphalt			
<b>Select Waste</b>			
<b>Description</b>	<b>Amount (lbs./tons)</b>	<b>Cost</b>	<b>Revenue</b>
Construction and Demolition Debris			
Used Oil			
Ethylene Glycol Antifreeze			
Lead-Acid Batteries			
<b>Other Waste</b>			
<b>Description</b>	<b>Amount (lbs./tons)</b>	<b>Cost</b>	<b>Revenue</b>
Sewage Sludge (land applied)			
Sewage Sludge (disposed)			
Oil Water Separator Liquids			
OWWO Oil			
OWWO Sludge			
Lift Station Grease			
Other Waste (SPECIFY)			



VOC/HAP Tracking Form  
Emission Data

CONTRACTOR:				REPORTING PERIOD (Month):					
Product Name (Manufacturer's Name & Product Identification on Name Or Number)	Product Type (I.E. Paint, Solvent, Adhesive) & Usage (I.E. Surface)	AUL Unique Identifier Number	Quantity Used (Gal)	Product Density (Lb./Gal.)	VOC Content (lb./gal.)	Total VOC Weight (lbs.)	HAP Name (NONE if none present in product)	% Weight of HAP in Product	Weight of HAP (lbs.) (N/A if NONE present)
<b>Totals:</b>									

# FINAL INSPECTION REPORT FOR ALL TASK ORDER'S & IDIQ:

Contract Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Location: \_\_\_\_\_

Contracting Officer: \_\_\_\_\_ Tel: \_\_\_\_\_

Building Rep: \_\_\_\_\_ Tel: \_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

SUMMARY \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>Discrepancies Found</u>	<u>Date Corrected</u>	<u>Accepted By Inspector</u>

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
**Contractor Representative**

\_\_\_\_\_  
**Customer Representative or FMS**

\_\_\_\_\_  
**NAVFAC Representative SPAR/COR/PAR**

ATTACHMENT J-0200000-06  
SERVICE PROVIDER INFORMATION

**Interface: Service Provider**

**VERSION #:** V1  
**Current as of:** 7/7/2013

**Version History**

---

V1 - Updated to reflect current interface in MAXIMO

**TABS**

1-Service Provider Info	This Sheet
2-Service Provider Field List	Service Provider Template Data Format Information
3-Service Provider - Template	Sample Excel Format

ATTACHMENT J-0200000-06  
SERVICE PROVIDER INFORMATION

Interface: Service Provider

VERSION #: V1

Current as of: 7/7/2013

Service Provider (BOSC1) is a pipe delimited file.

Position	Name	Required	Length Limit	Data Format Note	Field Definition	Content Notes	NAVFAC MAXIMO_FIELD
1	Approved Date	N	10	MM/DD/YYYY hh:mm:ss	The Date on which the Work Order was last approved. If the file contains an Approved Date, then this date will be pulled over to the record. <i>If the Approved Date in the file is null, then the Reported Date plus one minute will be displayed in the record.</i>		APPROVEDDATE
2	Work Type	Y	15	Must match Value List in Maximo. <b>(Cross-walked field.). Must match Crosswalk</b>	Identifies the work order's type. Example types are: preventive maintenance, corrective maintenance, emergency maintenance, capital project, and event report.	Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract the following are valid work types: CLIN XXXXXX use "XXXX"	WORKTYPE
3	Customer Reference Number	Y	10		Contractors internal work order tracking number. Will update Record if Value is found in Maximo otherwise new record (Work order) will be created.		SERVPRVREFCODE
4	Description	Y	150		Describes the work order. <i>If the Description is null, in the inbound file, then this field is defaulted to CROSSWALK value.</i>		DESCRIPTION
5	Location	Y	30	Must match Value List in Maximo	Identifies the work order's location. This is not necessarily the asset's location, however, if an asset is entered, its location will default here. - If the Location is null, in the inbound file, then this field is defaulted to the site's base location.	Value list in REFERENCE SPREADSHEET	LOCATION
6	Reported By	N	62	Must match Value List in Maximo	Identifies the person reporting the work order.	Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract: - use the following identifier "XXXX"	REPORTEDBY
7	Master System	N	N/A	Not used			N/A
8	Status	Y	16	(Cross-walked field.) Must match Crosswalk	Status of the work order, for example, in progress, waiting on material, waiting for approval, completed, or closed.	Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract: - use the following identifier "XXXX"	STATUS
9	Status Date	Y	10	MM/DD/YYYY hh:mm:ss			STATUSDATE
10	Priority	Y	12	(Cross-walked field.) Must match Crosswalk	Identifies the importance of the work order, from 0-999, where 0 is the lowest priority and 999 is the highest. If the Priority is null, in the inbound file, then this field is defaulted.	Value list in REFERENCE SPREADSHEET	WOPRIORITY
11	Actual Start	N	10	MM/DD/YYYY hh:mm:ss			ACTSTART
12	Actual Finish	N	10	MM/DD/YYYY hh:mm:ss			ACTFINISH
13	Supervisor	N	30	Must match Value List in Maximo		Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract: - use the following identifier "XXXX"	SUPERVISOR

ATTACHMENT J-0200000-06  
SERVICE PROVIDER INFORMATION

Interface: Service Provider

VERSION #: V1

Current as of: 7/7/2013

Service Provider (BOSC1) is a pipe delimited file.

Position	Name	Required	Length Limit	Data Format Note	Field Definition	Content Notes	NAVFAC MAXIMO_FIELD
14	Labor Hours(Actual)	Y	8	Number (2 decimal places)			ACTLABHRS
15	Labor Cost(Actual)	Y	10	Number (2 decimal places)			ACTLABCOST
16	Material Cost(Actual)	Y	10	Number (2 decimal places)			ACTMATCOST
17	Duration	N	8	Number (2 decimal places)	Estimated remaining number of hours needed to complete the work.		ESTDUR
18	Asset	N	25	Must match an existing ASSETNUM in Maximo	The asset number used must exist in NAVFAC MAXIMO prior to submission, or the record will be rejected.	Value list in REFERENCE SPREADSHEET	ASSETNUM
19	Target Finish	N	10	MM/DD/YYYY hh:mm:ss			TARGCOMPDATE
20	Target Start	N	10	MM/DD/YYYY hh:mm:ss			TARGSTARTDATE
21	Reported Date	Y	10	MM/DD/YYYY hh:mm:ss			REPORTDATE
22	Lead	N	30	Must match Value List in Maximo	Lead person responsible for the work.	Value list in REFERENCE SPREADSHEET	LEAD
23	Scheduled Start	N	10	MM/DD/YYYY hh:mm:ss			SCHEDSTART
24	Scheduled Finish	N	10	MM/DD/YYYY hh:mm:ss			SCHEDFINISH
25	Modified Date	Y	10	LEAVE BLANK	Leave blank/Do Not Use	Leave blank/Do Not Use	CHANGEDATE
26	Modified By	Y	30	LEAVE BLANK	Leave blank/Do Not Use	Leave blank/Do Not Use	CHANGEBY
27	PMNEXTDUE DATE	N	4	MM/DD/YYYY hh:mm:ss			PMNEXTDUE DATE
28	Is Task?	Y	1		Yes or No		ISTASK
29	Parent WO	N	10	Length Limit: 250	Must exist in NAVFAC MAXIMO prior to submission or the record will be rejected.	Must exist in NAVFAC MAXIMO prior to submission or the record will be rejected.	PARENT
30	Work Order	N	10	Must match Value List in Maximo	Used in updating record status on existing records.		WONUM
31	Detail Location	N	250				DETAILLOC
32	CLIN	N	30		Contract Line Item Number		CLIN
33	Customer Ref Code	N	8	Must match Value List in Maximo		Value list in REFERENCE SPREADSHEET	CUSTOMERCODE
34	Sub Work Type	N	15	(Cross-walked field). Must match Crosswalk	Defaulted field based on the value of worktype		SUBWORKTYPE
35	Work Center	N	8	Must match Value List in Maximo		Value list in REFERENCE SPREADSHEET -or- For this contract: - use the following identifier "XXXX"	PERSONGROUP

ATTACHMENT J-020000-06  
SERVICE PROVIDER INFORMATION

Interface: Service Provider  
VERSION #: V1  
Current as of: 7/7/2013

Position	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
Name	Approved Date	Work Type	Customer Reference Number	Description	Location	Reported By	Master System	Status	Status Date	Priority	Actual Start	Actual Finish	Supervisor	Labor Hours (Actual)	Labor Cost (Actual)	Material Cost (Actual)	Duration	Asset	Target Finish	Target Start	Reported Date	Lead	Scheduled Start	Scheduled Finish	Modified Date	Modified By	PMNEXTDUPLICATE	Is Task?	Parent WO	Work Order	Detail Location	CLIN	Customer Ref Code	Sub Work Type	Work Center	
Required Field(s)	N	Y	Y	Y	Y	N	N	Y	Y	Y	N	N	N	Y	Y	Y	N	N	N	N	Y	N	N	N	Y	Y	N	Y	N	N	N	N	N	N	N	N

**NOTES:**

- ONLY COLUMNS 1-35, and rows containing data should be included in the FLAT-FILE SUBMISSION;
- Pipe Delimited (.txt) - | (Pipe is at the end of the column. Must have 35 PIPES per row.)

**Interface: Asset File**

**VERSION #:** V2  
**Current as of:** 26 April 2017

**Version History**

---

V1 - Updated to reflect current interface in MAXIMO  
V2 - Added 3 additional fields (OPT): Asset Comment, PM Program & PM Plan

**TABS**

1-Asset File Info	This Sheet
2-Asset File Field List	Asset Template Data Format Information
3-Asset File - Template	Sample Excel Format

ATTACHMENT J-0200000-07  
ASSET INFORMATION

Interface: Asset File  
VERSION #:V2  
Current as of: 26 April 2017

Position	Name	Required	Length Limit	Data Format Note	Content Notes	MAXIMO Field Name
1	AssetNum	Y	25			ASSETNUM
2	Changed Date	N		MM/DD/YYYY		CHANGEDATE
3	Description	Y	100			DESCRIPTION
4	Long Description	N	1,000			LONGDESCRIPTION
5	Master System	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET. POSITIONs 5,6,and 7 should not only be on the value list but be related in the UNIFORMAT Hierarchy: D30, D3010, D3010100 etc...	MASTERSYSTEM
6	System	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET. POSITIONs 5,6,and 7 should not only be on the value list but be related in the UNIFORMAT Hierarchy: D30, D3010, D3010100 etc...	SYSTEM
7	Sub-System	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET. POSITIONs 5,6,and 7 should not only be on the value list but be related in the UNIFORMAT Hierarchy: D30, D3010, D3010100 etc...	SUBSYSTEM
8	Location	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	LOCATION
9	Site ID	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract only: <b>XXXXX</b>	SITEID
10	Work Center (Person Group)	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET <b>-or-</b> For this contract: - use the following identifier " <b>XXXX</b> "	PERSONGROUP
11	Asset Type	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	ASSETTYPE
12	Asset Quantity	N		Integer		QUANTITY
13	Inventory Category	Y		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	INVENTORYCATEGORY
14	Purchase Price	N		Integer		PURCHASEPRICE
15	Budgeted Cost	N		Integer		BUDGETCOST
16	Replacement Cost	Y		Integer		REPLACECOST
17	Meter Group	N		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	GROUPNAME
18	Belongs To (Parent)	N		Must match an <b>existing</b> ASSETNUM in Maximo.	Asset Number of Parent. The asset and its parent can't be created in the same file	PARENT
19	Contract Number	N	25			Appended to LONGDESCRIPTION

ATTACHMENT J-0200000-07  
ASSET INFORMATION

Interface: Asset File  
VERSION #:V2  
Current as of: 26 April 2017

Position	Name	Required	Length Limit	Data Format Note	Content Notes	MAXIMO Field Name
20	Task/Delivery Order Number	N	25			Appended to LONGDESCRIPTION
21	Drawing Reference ID	N	25			Appended to LONGDESCRIPTION
22	Warranty Expiration Date	N		MM/DD/YYYY		Appended to LONGDESCRIPTION
23	Status Date	N		<b>LEAVE BLANK</b>	Leave blank/Do Not Use	STATUSDATE
24	Installation Date	Y		MM/DD/YYYY		INSTALLDATE
25	Asset Status	N		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET -or- "Operating" for NEW and "Decommissioned or DEA" for removed equipment	STATUS
26	CLASSSTRUCTUREID	N		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	CLASSSTRUCTUREID
27	Job Plan Code	N	25			Appended to LONGDESCRIPTION
28	Equipment Tag Number	N	25			Appended to LONGDESCRIPTION
29	Additional Loc Info	N	250			ADDLOCINFO
30	Manufacturer	N		Must match Value List in Maximo	Value list in REFERENCE SPREADSHEET	MANUFACTURER
31	Model Number	N	25			MODEL
32	Serial Number	N	25			SERIALNUM
33	Asset Comment	N	100			ASSETCOMMENT
34	Standard Eval Results (PM Plan)	N	15	Values Depend on Asset Type (i.e. UTILITIES, FACILITIES)	Not required, but will default to N/A or NTE if left blank. Valid values determined by Asset Type (Position 11)	STANDARDEVAL
35	PM Standard Applies (PM Program)	N	15	Values Depend on Asset Type (i.e. UTILITIES, FACILITIES)	Not required, but will default to N/A or NTE if left blank. Valid values determined by Asset Type (Position 11)	PMSTANDARD
N/A						

ATTACHMENT J-020000-07  
ASSET INFORMATION

Interface: Asset File  
VERSION #: V2  
Current as of: 26 April 2017

Position  
Name

Required Field(s)  
(on new Asset)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	
AssetNum	Changed Date	Description	Long Description	Master System	System	Sub-System	Location	Site ID	Work Center (Person Group)	Asset Type	Asset Quantity	Inventory Category	Purchase Price	Budgeted Cost	Replacement Cost	Meter Group	Belongs To (Parent)	Contract Number	Task/Delivery Order Number	Drawing Reference ID	Warranty Expiration Date	Status Date	Installation Date	Asset Status	CLASSSTR UCTURED	Job Plan Code	Equipment Tag Number	Additional Loc Info	Manufacturer	Model	Serial #	Asset Comment	PM Plan	PM Program	
Y	N	Y	N	Y	Y	Y	Y	Y	Y	Y	N	Y	N	N	Y	N	N	N	N	N	N	N	Y	N	N	N	N	N	N	N	N	N	N	N	N

**NOTES:**

- ONLY COLUMNS 1-35, and rows containing data should be included in the FLAT-FILE SUBMISSION;
- Pipe Delimited (.txt) - | (Pipe is at the end of the column, before the return. Must have 35 PIPES per row.)
- New assets & asset updates (to different assets) can be completed at the same time. An asset can't be created and updated at the same time.

**Interface: Asset Specification**

**VERSION #:** v1  
**Current as of:** 17 May 2012

**Version History**

---

v1 - Updated to reflect current interface in MAXIMO

**TABS**

1-Asset Specification Info	This Sheet
2-Asset Specification Field List	Asset Specification Template Data Format Information
3-Asset Specification - Template	Sample Excel Format

Interface: Asset Specification  
 VERSION #: v1  
 Current as of: 17 May 2012

Position	Name	Required	Length Limit	Field Definition	Content Notes	NAVFAC MAXIMO_FIELD (ASSETSPEC.)
1	Asset	Y	25	Asset identification number. Must match an existing value in Maximo.		ASSETNUM
2	SITEID	Y	8	FEC ID. Must match existing value list	If all work is done at a single FEC, recommend the correct SITEID be provided in the templay.	ASSETATTRID
3	CLASSTRUCTUREID	Y	20	Key Value used in Maximo to identify the speciifcaiton/attribute record. Value is not shown on the front end (visable to a user). Must match existing value in Maximo (example data a "1616" is an Electric Meter)		CLASSTRUCTUREID
4	Attribute	Y	300	Attribute Name (example data - the PTRATIO is attribute being set)		ASSETATTRID
5	Numeric Value	N	40	Specifitation value with numeric value only.- only one value can be pased Numeric or AlphaNumeric; must match domain list if one exists.		NUMVALUE
6	Alphanumeric	N	254	Specifitation value with mixed (alpha and numeric) content. Only one value can be pased Numeric or AlphaNumeric; must match domain list if one exists.		ALNVALUE
7	Unit of Measure	N	8	must match domain		MEASUREUNITID
N/A	Changed By			Value is inserted by the System User that is running the interface	<b>Values are not included in the template.</b> information provided to explain the source of the the value created by Maximo.	CHANGEBY
N/A	Change Date			System Date	<b>Values are not included in the template.</b> information provided to explain the source of the the value created by Maximo.	CHANGEDATE

ATTACHMENT J-0200000-08  
ASSET SPECIFICATION

Interface: Asset Specification  
 VERSION #: v1  
 Current as of: 17 May 2012

Position	1	2	3	4	5	6	7
Name	Asset	SITEID	CLASSTRUCTUREID	Attribute	Numeric Value	Alphanumeric	Unit of Measure
Required Field(s)	Y	Y	Y	Y	N	N	N

**NOTES:**

- ONLY POSITION/COLUMN 1-7, and rows containing data should be included in the FLAT-FILE SUBMISSION;
- Pipe Delimited (.txt) - | (Pipe is at the end of the column. Must have 7 PIPEs per row.)
  - If the column to the right of the last column is selected when saving

Sample Data (provide in a TXT file extension)

3-440-EPN-007|11001|1616|UAMETERDEVICEID||A1234||

3-440-EPN-007|11001|1616|AMRINDICATOR||No||

3-440-EPN-007|11001|1616|PTRATIO|36||BA|

Position	Name	Required	Length Limit	Data Format Note	Field Definition	Content Notes	NAVFAC MAXIMO_FIELD (MEASUREMENT / ASSETMETER) <i>See Note Below</i>
1	Site	Y	8	UPPER	Must match Value List in Maximo		SITEID / SITEID
2	Asset	Y	25	Must match an existing ASSETNUM in Maximo	The asset number used must exist in NAVFAC MAXIMO prior to submission, or the record will be rejected.		ASSETNUM / ASSETNUM
3	Meter	Y	15	UPPER	The value listed in the third position must be an existing, valid Maximo DCR or UCR meter.		METER NAME / METER NAME
4	Observation	Y	254	ALN	Last Reading/Observation value. Must be a valid value in MAXIMO		OBSERVATION / LASTREADING
5	Measurement Date	Y	10	MM/DD/YYYY hh:mm:ss	Date Observation was recorded		MEASUREDATE / LASTREADINGDATE
6	Inspector	Y	30	Must match Value List in Maximo	Identifies the person reporting the observation		INSPECTOR / LASTREADINGINSPCTR

**NOTE** (NAVFAC MAXIMO/FIELD):

The observation information is filed in one of two locations. If the observation is the MOST CURRENT reading (by Measurement Date) - it is filed in the MEASUREMENT Table. If the data when received is not the most current, it is filed in the ASSETMETER Table. The filing location is irrelevant to the interface use, but this information is provided to prevent confusion when reviewing the data in Maximo.

When reviewing the data in Maximo (after processing) - If the meter reading being imported is newer than the last reading applied to the Assets record, a new meter reading entry will also be added to the Assets record's Meter tab. If the imported record is older than the last reading, it will only be visible in the (Select Action) "Manager Meter Reading History" dialog box, "Characteristic Meter Readings" tab.

ATTACHMENT J-0200000-09  
CHARACTERISTIC METER READING INFORMATION

### OBSERVATION VALUES

#### FACILITIES (DCR): Only Amber, Green, & Red

G	(Green) - Good Condition
A	(Amber) - Fair Condition
R	(Red) - Poor Condition

#### UTILITIES (UCR): N.A

1	(Best/Highest CI Ranking)
2	
3	
4	
5	(Worst/Lowest CI Ranking)

Attachment J-0200000-10  
NAVFAC MAXIMO DATA REPORTING

## PURPOSE AND OVERVIEW

The purpose of this attachment is to provide guidance on how data is to be recorded and provided by the Contractor in reporting Work Order, Asset, Specification, and Characteristic Meter Reading Information for NAVFAC MAXIMO. This document outlines the methods that must be utilized by the Contractor and associated NAVFAC business process and procedures for how data is to be entered into Maximo.

## GENERAL TYPES OF DATA

### **Work Order Data**

Work order data includes all necessary information for the documentation of all completed work orders, including, but not limited to, service orders, preventive maintenance (as performed under the PM program, and work issued as IDIQ. Specific NAVFAC MAXIMO fields required for work order data are to be inputted via direct entry utilizing the minimum requirements to input new work into Maximo with an addition to include Labor Hours (Actual) and Material Cost (Actual).

### **Asset Data**

Asset data includes the specific details necessary for proper identification and tracking of assets. Asset data must be updated for all completed work orders where an asset is repaired, replaced, installed, or otherwise affected. Asset data must be provided via direct entry. FMD will be notified of each update to assets in NAVFAC Maximo. For Utilities assets must be approved prior to any changes PWD. IF replacing existing assets, the Contractor shall inform FMD prior for approval and asset update and creation of new asset in NAVFAC Maximo.

### **Condition Assessment Data**

Condition assessment data includes all necessary information for the accurate condition rating of all assets in support of the Infrastructure Condition Assessment Program (ICAP/UICAP).

## METHODS FOR DATA SUBMISSION

The Contractor shall provide work order, asset, specification, and condition assessment data using the methods as specified in Section C. Additional details are provided below for submission of data via DIRECT ENTRY.

### **Direct Data Entry**

In this method a Contractor obtains authorized access as specified in Section C and directly enters data into NAVFAC MAXIMO. Detailed guidance on NAVFAC MAXIMO System Access Procedures is provided in J-0200000-12. All reference value verification is provided by NAVFAC MAXIMO.

All Contractors who obtain authorized access will be granted entry only within the applicable NAVFAC MAXIMO screens necessary to enter work order, asset, specification, and condition assessment data. Contractors are only authorized to view, edit, report or otherwise access data related to their work. Any unauthorized attempt to do otherwise may be grounds for removal of access privileges. Contractors will be assigned a specific work center code for their work and shall utilize this code for all such data entry and retrieval.

### ***Maximo Data Accuracy***

Maximo data should reflect existing site conditions. Updating Maximo information should be coordinated with FMD.

Attachment J-020000-11 NAVFAC MAXIMO SYSTEM ACCESS PROCEDURES

### Purpose and Overview

In order to obtain access to NAVFAC MAXIMO for direct entry, Contractor personnel must obtain a Common Access Card (CAC) with DoD PKI certificates for the access to Government Information Systems (IS) and must have an account established within NAVFAC MAXIMO.

### CAC Application Procedures

Once the Contractor has provided the list of personnel requiring MAXIMO accounts, the Government Trusted Agent (TA) will sponsor the Contractor personnel initiating the process to obtain a CAC. Contractor personnel must submit an application for the CAC within the Trusted Associate Sponsorship System (TASS). Contractor personnel must log into TASS within seven days of the application's approval and must complete the application for a CAC within 30 days of the initial login. Refer to Attachment J-020000-10a NAVFAC SW Contractor CAC SOP, and <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/> for additional information.

After approval in TASS, the Contractor personnel must go to a Real-Time Automated Personnel Identification System (RAPIDS) site for final verification and issuance of the CAC with associated DoD PKI certificates.

### NCMI Access Procedures

The Contractor shall provide all necessary computer equipment and Internet Service Provider (ISP) accounts to access MAXIMO for Direct Entry of required data as outlined in Annex 020000 C, Spec Item 2.8.9, Access to Navy Marine Corps Intranet (NMCI).

### NAVFAC MAXIMO Account Requests

The Contractor shall submit a request for establishing a NAVFAC MAXIMO account to the Contracting Officer using the System Access Authorization Request – Navy (SAAR-N) form (OPNAV 5239/14), and indicate the role the user will have and the specific account privileges desired. Refer to Attachment J-020000-10b to find a fillable SAAR-N form.

Account requests SHALL NOT be submitted prior to having received a CAC.

Specific steps for requesting account access include:

- Complete Information Assurance (IA) training
  - Cyber Awareness Challenge version 3.0 (current requirement, subject to change based on policy)
  - Annual IA training is required to maintain access to Government IS
- Submit a complete and digitally signed SAAR form detailing the following required access:
  - Requesting a NITC portal SSO account
  - Requesting a STS account
  - Request a NAVFAC Maximo account
- After the SSO/STS accounts are created, submit a STS ticket requesting a new Maximo account.
- The local NAVFAC Business Office will determine level of access and restrictions for users by configuring NAVFAC MAXIMO Work Center access. The Contractor will receive notification that the NAVFAC MAXIMO account has been created and NAVFAC MAXIMO access URL details.

Attachment J-0200000-12  
 NAVFAC Standard Work Type (WT) and Sub Work Type (SWT)  
 Effective: 1 OCT 2019

E-2

Work Type (WT)	Sub Work Type (SWT)	Definition
EMERGENCY	FACILITIES	Facilities related EMERGENCY as defined in BMS B-15.6, to ARREST the condition. Separate follow up service call or PROJECT/FOLLOWUP should be created to fully repair/restore operation. Work Center will indicate if SHOPS, BOSC, FSC
EMERGENCY	UTILITIES	Utilities related EMERGENCY as defined in BMS B-5.2.24, to ARREST the condition. Separate follow up service call or PROJECT/FOLLOWUP should be created to fully repair/restore operation. Work Center will indicate if SHOPS, BOSC, FSC
URGENT	FACILITIES	Facilities related URGENT as defined in BMS B-15.6, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC
URGENT	UTILITIES	Utilities related URGENT as defined in BMS B-5.2.24, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC
ROUTINE	FACILITIES	Facilities related ROUTINE, as defined in BMS B-15.6, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC
ROUTINE	UTILITIES	Utilities related ROUTINE as defined in BMS B-5.2.24, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC
RECURRING	SNOW	Snow Removal Service
RECURRING	SHIP_CONNECT	Ship to Shore Connection and other Pierside Support
RECURRING	OPCHK	Operational Check, to record activity to test equipment operation, when NOT part of another planned maintenance activity.
RECURRING	PLANTOPS	Labor and effort to operate or produce utility commodity
REWORK	FACILITIES	Facilities related REWORK as defined in BMS B-15.8, required to correct previously incomplete work. Shall be related to original, incomplete work order. Work Center will indicate if SHOPS, BOSC, FSC.
REWORK	UTILITIES	Utilities related REWORK as defined in BMS B-15.8, required to correct previously incomplete work. Shall be related to original, incomplete work order. Work Center will indicate if SHOPS, BOSC, FSC.
PM	FACILITIES	Facilities related Planned Maintenance of Equipment
PM	UTILITIES	Utilities related Planned Maintenance of Equipment as defined in BMS B-5.2.24
PM	CERTIFICATION	Certification, including all related inspection of specialized equipment
PM	INSPECTION	Inspection only, but not certification, of specialized equipment
MNTENGR	STUDY	Study/Related technical maintenance engineering support
MNTENGR	MAINTSUPRT	Field/Related maintenance engineering support
MNTENGR	TECH	Engineering/Technical Assistance, including request for CI Support
PROJECTDEV	PROJECT	Master Project record used to organize requirements/execution task from Planning to Sustainment per P-510 (not inductable)
REQUIREMENT	ENERGY	Energy reduction or resiliency requirement (not inductable)
REQUIREMENT	SAFETY	Life, health, or safety requirement (not inductable), normally received from CNIC eSAMS
REQUIREMENT	REVIEW	Requirement requires a FMS/RBH secondary review for ultimate classification (not inductable). Use shall be documented by FEC Policy.
REQUIREMENT	REQUIREMENT	SMS-generated or other ad-hoc sustainment requirement (not inductable)

Work Type (WT)	Sub Work Type (SWT)	Definition
PROJECT	FOLLOWUP	Residual work to complete a full E/U/R/PM service call. Intended to have a higher execution priority than all other projects. Shall be related to original service call which is in Completed Out of Score (COMP-OS) status
PROJECT	DESIGN	Design Development for Category of Work 1 or 2 (CAT I/II) project
PROJECT	SCOPE	Scope Development (Creation/Development or Refinement)
PROJECT	PLANEST	Planning and Estimating
PROJECT	ECR_PO	Electronic Contract Request (ECR) Launch or Purchase Order Support
PROJECT	OTGSUPRT	Coordinate/execute a planned utility interruption. GOVT or KTR requested
PROJECT	EXEC_SUPRT	Project Execution Support (PCAS, POS)
PROJECT	FPCT	Contractor work performed under Fixed Price Contract Threshold
PROJECT	FACILITIES	Facilities PROJECT execution as defined in BMS B-15.6, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC.
PROJECT	UTILITIES	Utilities PROJECT execution as defined in BMS B-5.2.24, to return to an operating status. Work Center will indicate if SHOPS, BOSC, FSC.
PLANNING	PLANNING	Installation master planning and facility planning primarily performed by AM (1391, Site Approval, etc.)
FSC	TECH	Technical Development
FSC	PROJMGMT	Project Management (BOSC)
FSC	PA	Performance Assessment Work
FSC	ISWM	Integrated Solid Waste Management
FMS	FACMGMT	Facilities Management
FMS	CBM	Work Planning and Inventory Condition Assessments
FMS	REQMGMT	Requirements Management
FMS	FINMGMT	Financial Management
FMS	CUSTCARE	Representing PWD/Command
ENVIRONMENTAL	BILGE_WTR	Bilge Water Treatment Services
ENVIRONMENTAL	BIOREMED	Composting and oily waste remediation services
ENVIRONMENTAL	BOOMING	Oil boom placement
ENVIRONMENTAL	HW_MGMT	Hazardous waste management plans and compliance
ENVIRONMENTAL	HW_COLLECT	Hazardous waste collection and disposal
ENVIRONMENTAL	SW_MGMT	Solid waste management plans and compliance
ENVIRONMENTAL	SW_COLLECT	Solid waste collection and disposal
ENVIRONMENTAL	OILYWASTE	Oily waste collection and disposal
ENVIRONMENTAL	INFECTWASTE	Infectious waste collection and disposal
ENVIRONMENTAL	NEPA	NEPA, CATX, SHPO, EA and Environmental Impact Statements
ENVIRONMENTAL	LAB_SRVC	Laboratory services

Work Type (WT)	Sub Work Type (SWT)	Definition
BSVE_MAINT	ABUSE	Repair of damage due to Neglect/Improper Use
BSVE_MAINT	ACCIDENT	Repair of damage due to Accident (SF91)
BSVE_MAINT	BREAKDOWN	Service Call outside the Maintenance Facility
BSVE_MAINT	CERTIFICATION	Test and Certification, Non-WHE Equipment
BSVE_MAINT	GENERAL_MAINT	Unscheduled Maintenance
BSVE_MAINT	PM	Planned Maintenance of Equipment
BSVE_OPS	ASPHALT	Asphalt Repairs
BSVE_OPS	EEO	Engineering Equipment Operator
BSVE_OPS	FUEL	Fueling Operations
BSVE_OPS	LABOR	Labor Only
BSVE_OPS	MVO	Motor Vehicle Operator
BSVE_OPS	REFUSE_CTNS	Refuse Container Collection
BSVE_OPS	RAIL	Rail Operator
BSVE_OPS	TRAINING	Operator Training & Licensing
BSVE_RENTAL	LONG_TERM	Long term rental (B-Rental)
BSVE_RENTAL	SHORT_TERM	Short term rental (C-Rental)
BSVE_WHE	FACILITY_SUPRT	Support of Facility Building Cranes Operations
BSVE_WHE	AVIATION_SUPRT	Support of Aviation Operations
BSVE_WHE	INSP_CERT	Inspection and/or Certification of WHE Equipment
BSVE_WHE	KTR_SUPRT	Support of Contractor Crane Operations
BSVE_WHE	LOAD_STORES	Load/Unload of Stores
BSVE_WHE	ORDNANCE	Load/Unload of Ordnance
BSVE_WHE	RIGGING	Rigging in support of crane operations
BSVE_WHE	SHIP_MAINT_SUPRT	Support of Ship Maintenance
BSVE_WHE	SHIP_MOVEMENT	Support of Ship Movement
BSVE_WHE	TRANS_SUPRT	Support of Transportation Operations
BSVE_WHE	WF_MAINT_SUPRT	Support of Waterfront Maintenance
REFUSE	04CY CONTAINER	4 Cubic Yard Refuse Container Collection
REFUSE	08CY CONTAINER	8 Cubic Yard Refuse Container Collection
REFUSE	10CY CONTAINER	10 Cubic Yard Refuse Container Collection
REFUSE	20CY CONTAINER	20 Cubic Yard Refuse Container Collection
REFUSE	30CY CONTAINER	30 Cubic Yard Refuse Container Collection
REFUSE	40CY CONTAINER	40 Cubic Yard Refuse Container Collection
REFUSE	35CY COMP CONT	35 Cubic Yard Refuse Container Collection
REFUSE	75CY COMP CONT	75 Cubic Yard Refuse Container Collection

**General Notes:**

- (1) ALL FECs will have the same list of Work Type (WT) and Sub Work Type (SWT) values starting FY20.
- (2) ALL inducted OPEN Work Orders (WO) and SRs to eProjects must be updated as part of FY19 EOY. FECs will be responsible to provide by item mapping to the new value using existing EOY/SOY coordination process.
- (3) FECs will no longer have the ability to add new Sub Work Types (SWT) starting in FY20 in Maximo.
- (4) Requests for additional WT and SWT must be submitted to the HQ PWBL for approval. As part of the review by HQ, they will be socialized at the Maximo User Group (MUG). Additional guidance on the request process is under development.
- (5) For SWT the term "**related**" in the definition means to use Maximo to LINK the original work order to the FOLLOWUP, REWORK or other SWT. The practice of just notes/description is the followup WO is not adequate.
- (6) The Maximo Work Center (Person Group) will be used to indicate if the WC is - 100% SHOPS(GOV), BOSC or FSC. All metrics and other reporting will use this value in FY20. It is the FEC responsibility to maintain field.

ATTACHMENT J-0200000-13  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT #N62478-26-R-2424  
 EXHIBIT A

OFFEROR  
 PROPOSED UNIT PRICE  
 Enter proposed unit price in  
 this column. Price will  
 automatically copy to the  
 UNIT PRICE cell rounded to  
 two decimal places.  
 Total Amount is Annual Price

Line Item 0001 Recurring - Base Period  
 PROVIDE PRICES TO MAINTAIN PUMPS AND OTHER INFRASTRUCTURE RECURRING WORK IN ACCORDANCE WITH 1502000, SPEC ITEM 3  
 ELIN(s) A001

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
<b>A001</b>	<b>Pacific Missile Range Facility (PMRF) - Spec Item 3</b>					
A001AA	Emergency Work Orders, Spec Item 3.1.1	12	MO			
A001AB	Urgent Work Orders, Spec Item 3.1.2	12	MO			
A001AC	Routine Work Orders, Spec Item 3.1.3	12	MO			
A001AD	Pump Operation and Maintenance <sup>(1)</sup> , Spec Item 3.2.1	12	MO			
A001AE	Pump Station Infrastructure Maintenance, Spec Item 3.2.2	12	MO			
A001AF	Dry Ditch Flood Gate Maintenance/Operation, Spec Item 3.2.3	12	MO			
A001AG	Flap Gate Maintenance/Operation, Spec Item 3.2.4	12	MO			
A001AH	Electric Power Transmission Lines Maintenance, Spec Item 3.2.5	12	MO			
A001AI	Cathodic Protection Maintenance, Spec Item 3.2.6	12	MO			
A001AJ	NPDES Permit, Spec Item 3.3	1	EA			
	<b>TOTAL RECURRING BASE YEAR - A001</b>				\$ -	

(1) Canal Maintenance is not part of the Recurring portion of the contract. Attachments J-1502000-01 through J-1502000-03 are provided for informational purposes only.

ATTACHMENT J-0200000-13 EXHIBIT LINE ITEM NUMBERS SOLICITATION/CONTRACT #N62478-26-R-2424 EXHIBIT A								OFFEROR PROPOSED UNIT PRICE Enter proposed unit price in this column. Price will automatically copy to the UNIT PRICE cell rounded to four decimal places. Total Amount is Annual Price.
ELIN	Short Description	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price	IMAP CAC	
Line Item 0002 Non-Recurring - Base Period PROVIDE PRICES TO MAINTAIN CANALS, PUMPS AND OTHER INFRASTRUCTURE ELINs A700 through A705								
<b>Pump Repair and Infrastructure Work</b>								
A700	Unit Priced Labor Work - (NEGOTIATED)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order.  Refer to: Section C, Annex 0200000 Managment and Administration, Specification Items 2.15.2 Unit Priced Labor (UPL)Work (Negotiated) for description of UPL Work and 2.15.2.1.1 Labor Requirements.  Refer to: Section J, Annex 0200000 Managment and Administration, Attachment J-0200000-01 Definitions and Acronyms for description of Unit Priced Labor (UPL) Hour.  Task order completion times will be specified on each task order.	300	HR	\$ -	\$ -		
A701	Unit Priced Labor Overtime Work - (NEGOTIATED)	Provide labor to perform all Unit Priced Labor work outside of Government's regular working hours. This includes Service Contract Labor Standards and Construction Wage Rate Requirements.	100	HR	\$ -	\$ -		
A702	Direct Materials and Construction Equipment - (NEGOTIATED)	Parts and Material for work performed under ELINs A700 through A701 <sup>(1)</sup>	100,000	DO	\$ 1.00	\$ 100,000.00		
<b>Rain Storm Recovery and Other Canal Work</b>								
A703	Unit Price Labor Work - (NEGOTIATED)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order.  Refer to: Section C, Annex 0200000 Managment and Administration, Specification Items 2.15.2 Unit Priced Labor (UPL)Work (Negotiated) for description of UPL Work and 2.15.2.1.1 Labor Requirements.  Refer to: Section J, Annex 0200000 Managment and Administration, Attachment J-0200000-01 Definitions and Acronyms for description of Unit Priced Labor (UPL) Hour.  Task order completion times will be specified on each task order.	450	HR	\$ -	\$ -		
A704	Unit Priced Labor Overtime Work - (NEGOTIATED)	Provide labor to perform all Unit Priced Labor work outside of Government's regular working hours. This includes Service Contract Labor Standards and Construction Wage Rate Requirements.	200	HR	\$ -	\$ -		
A705	Direct Materials and Construction Equipment - (NEGOTIATED)	Parts and Materials for work performed under ELINs A703 through A704 <sup>(1)</sup>	100,000	DO	\$ 1.00	\$ 100,000.00		
						<b>TOTAL NON-RECURRING BASE YEAR - A700 THROUGH A705</b>	\$ 200,000.00	

(1) The Government will compensate the Contractor for the direct cost of materials and equipment and not necessarily the amount shown in this schedule.

DO Dollar  
 HR Hours  
 EA Each  
 MO Month

ATTACHMENT J-0200000-14  
 EXHIBIT LINE ITEM NUMBERS  
 SOLICITATION/CONTRACT #N62478-26-R-2424  
 EXHIBIT B

OFFEROR  
 PROPOSED UNIT PRICE  
 Enter proposed unit price in  
 this column. Price will  
 automatically copy to the  
 UNIT PRICE cell rounded to  
 two decimal places.  
 Total Amount is Annual Price

Line Item 0003 Recurring - Option to Extend Services  
 PROVIDE PRICES TO MAINTAIN PUMPS AND OTHER INFRASTRUCTURE RECURRING WORK IN ACCORDANCE WITH 1502000, SPEC ITEM 3  
 ELIN(s) B001

ELIN /Sub ELIN	Description	Quantity	Unit of Issue	Unit Price	Total	CAC
<b>B001</b>	<b>Pacific Missile Range Facility (PMRF) - Spec Item 3</b>					
B001AA	Emergency Work Orders, Spec Item 3.1.1	6	MO			
B001AB	Urgent Work Orders, Spec Item 3.1.2	6	MO			
B001AC	Routine Work Orders, Spec Item 3.1.3	6	MO			
B001AD	Pump Operation and Maintenance <sup>(1)</sup> , Spec Item 3.2.1	6	MO			
B001AE	Pump Station Infrastructure Maintenance, Spec Item 3.2.2	6	MO			
B001AF	Dry Ditch Flood Gate Maintenance/Operation, Spec Item 3.2.3	6	MO			
B001AG	Flap Gate Maintenance/Operation, Spec Item 3.2.4	6	MO			
B001AH	Electric Power Transmission Lines Maintenance, Spec Item 3.2.5	6	MO			
B001AI	Cathodic Protection Maintenance, Spec Item 3.2.6	6	MO			
B001AJ	NPDES Permit, Spec Item 3.3	1	EA			
	<b>TOTAL RECURRING Option to Extend Services - B001</b>				\$ -	

(1) Canal Maintenance is not part of the Recurring portion of the contract. Attachments J-1502000-01 through J-1502000-03 are provided for informational purposes only.

ATTACHMENT J-0200000-14 EXHIBIT LINE ITEM NUMBERS SOLICITATION/CONTRACT #N62478-26-R-2424 EXHIBIT B								OFFEROR PROPOSED UNIT PRICE Enter proposed unit price in this column. Price will automatically copy to the UNIT PRICE cell rounded to four decimal places. Total Amount is Annual Price.
ELIN	Short Description	Description Extended	Estimated Quantity	Unit of Issue	Unit Price	Extended Price	IMAP CAC	
Line Item 0004 Non-Recurring - Option to Extend Services PROVIDE PRICES TO MAINTAIN CANALS, PUMPS AND OTHER INFRASTRUCTURE ELINs B700 through B705								
<b>Pump Repair and Infrastructure Work</b>								
B700	Unit Priced Labor Work - (NEGOTIATED)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order.  Refer to: Section C, Annex 0200000 Managment and Administration, Specification Items 2.15.2 Unit Priced Labor (UPL)Work (Negotiated) for description of UPL Work and 2.15.2.1.1 Labor Requirements.  Refer to: Section J, Annex 0200000 Managment and Administration, Attachment J-0200000-XX Definitions and Acronyms for description of Unit Priced Labor (UPL) Hour.  Task order completion times will be specified on each task order.	150	HR	\$ -	\$ -		
B701	Unit Priced Labor Overtime Work - (NEGOTIATED)	Provide labor to perform all Unit Priced Labor work outside of Government's regular working hours. This includes Service Contract Labor Standards and Construction Wage Rate Requirements.	50	HR	\$ -	\$ -		
B702	Direct Materials and Construction Equipment - (NEGOTIATED)	Parts and Material for work performed under ELINs B700 through B701 <sup>(1)</sup>	50,000	DO	\$ 1.00	\$ 50,000.00		
<b>Rain Storm Recovery and Other Canal Work</b>								
B703	Unit Price Labor Work - (NEGOTIATED)	The Contractor shall perform all UPL work in accordance with the scope and delivery schedule negotiated per each task order.  Refer to: Section C, Annex 0200000 Managment and Administration, Specification Items 2.15.2 Unit Priced Labor (UPL)Work (Negotiated) for description of UPL Work and 2.15.2.1.1 Labor Requirements.  Refer to: Section J, Annex 0200000 Managment and Administration, Attachment J-0200000-XX Definitions and Acronyms for description of Unit Priced Labor (UPL) Hour.  Task order completion times will be specified on each task order.	225	HR	\$ -	\$ -		
B704	Unit Priced Labor Overtime Work - (NEGOTIATED)	Provide labor to perform all Unit Priced Labor work outside of Government's regular working hours. This includes Service Contract Labor Standards and Construction Wage Rate Requirements.	100	HR	\$ -	\$ -		
B705	Direct Materials and Construction Equipment - (NEGOTIATED)	Parts and Materials for work performed under ELINs B703 through B704 <sup>(1)</sup>	50,000	DO	\$ 1.00	\$ 50,000.00		
TOTAL NON-RECURRING Option to Extend - B700 THROUGH B705						\$ 100,000.00		

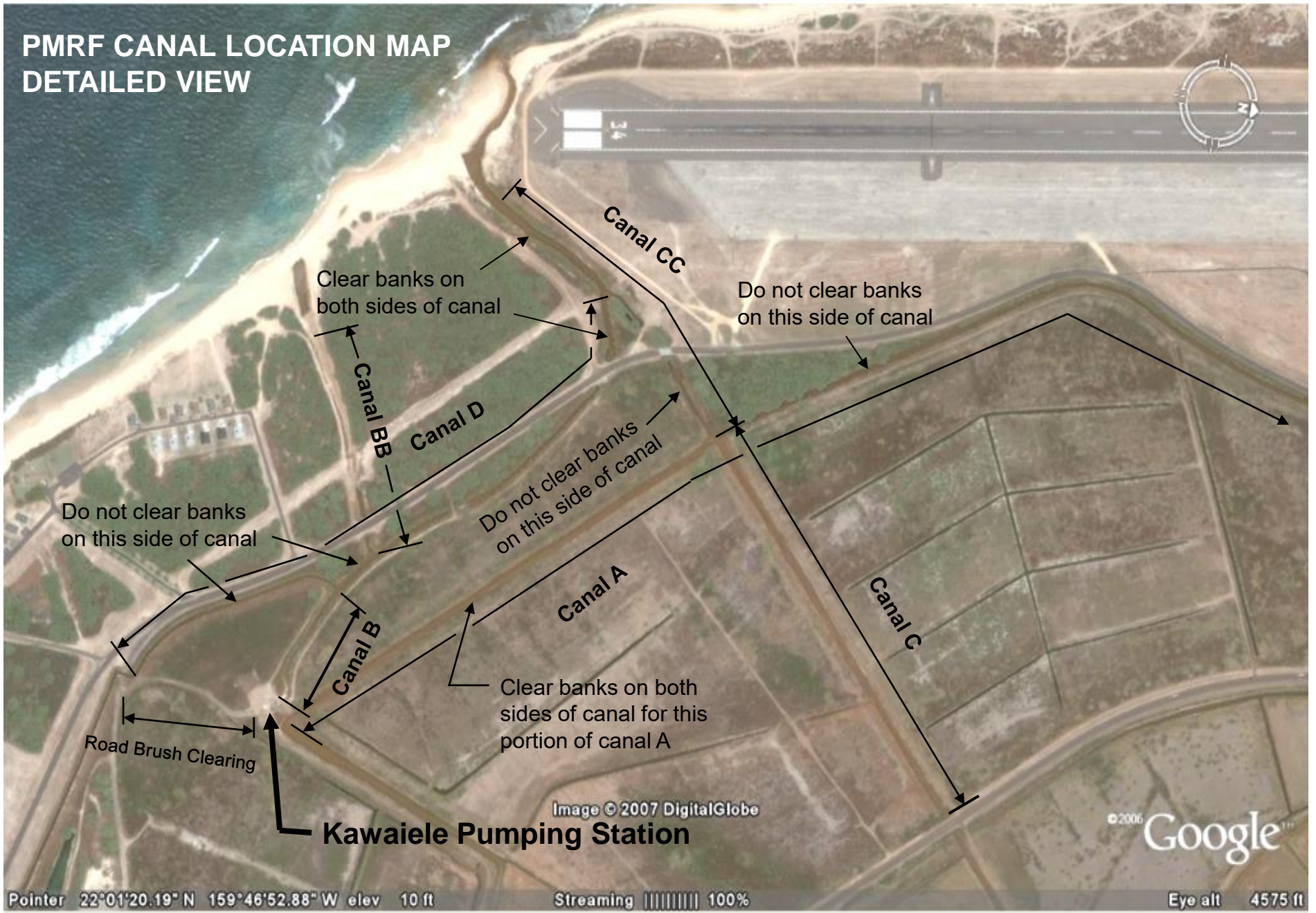
(1) The Government will compensate the Contractor for the direct cost of materials and equipment and not necessarily the amount shown in this schedule.

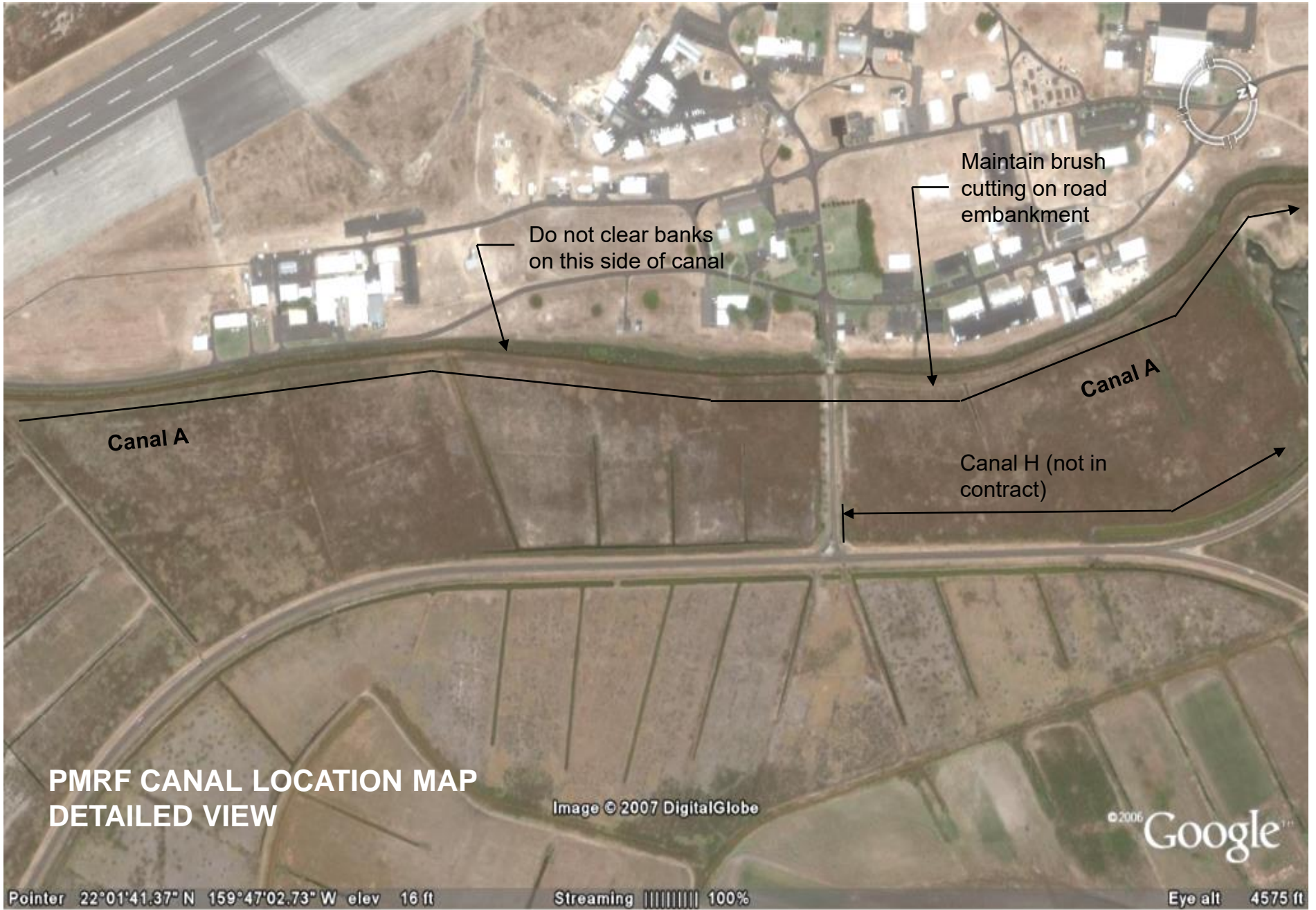
DO Dollar  
 HR Hours  
 EA Each  
 MO Month

# PMRF CANAL LOCATION MAP – OVERALL VIEW



# PMRF CANAL LOCATION MAP DETAILED VIEW





**PMRF CANAL LOCATION MAP  
DETAILED VIEW**

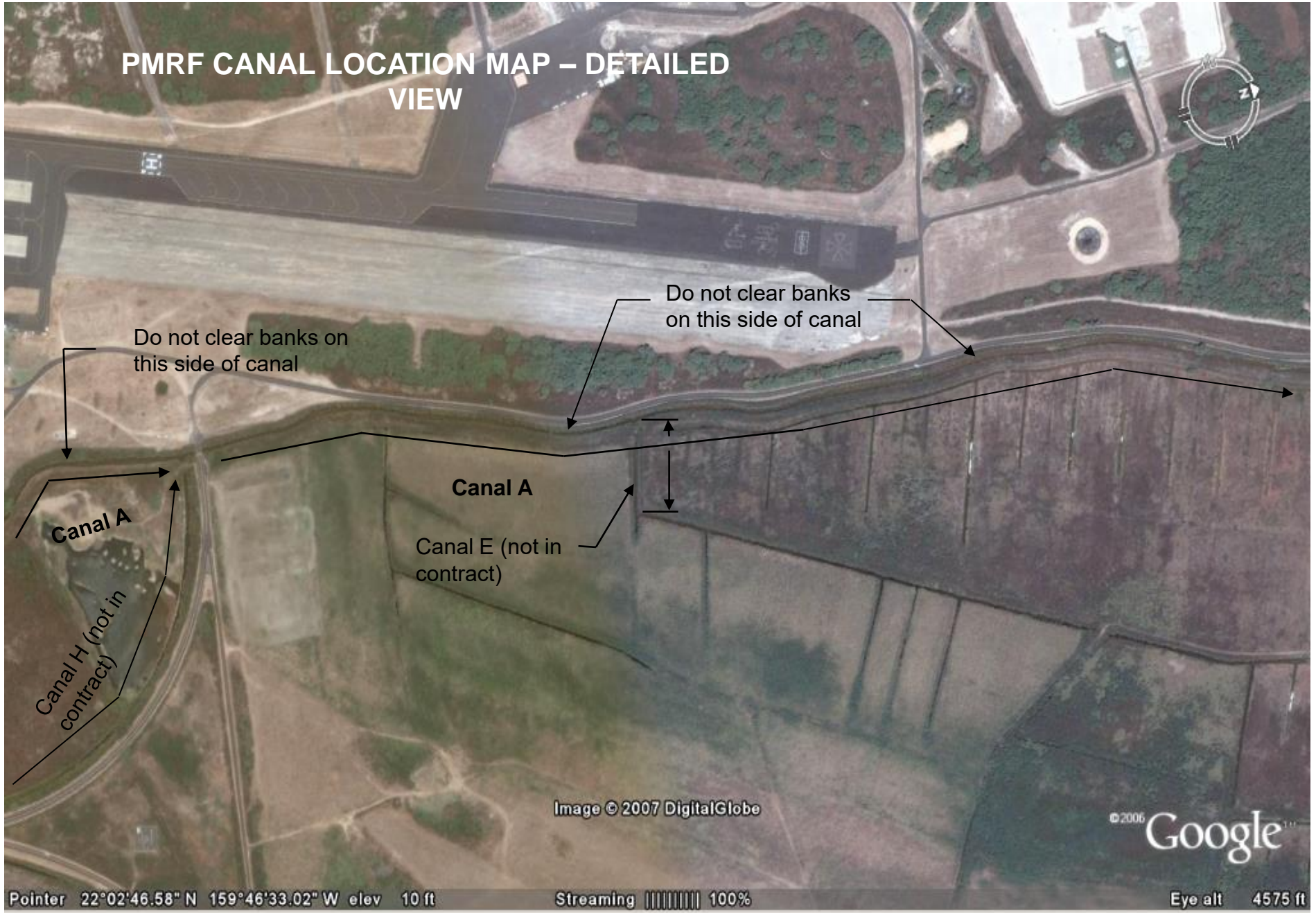
Image © 2007 DigitalGlobe

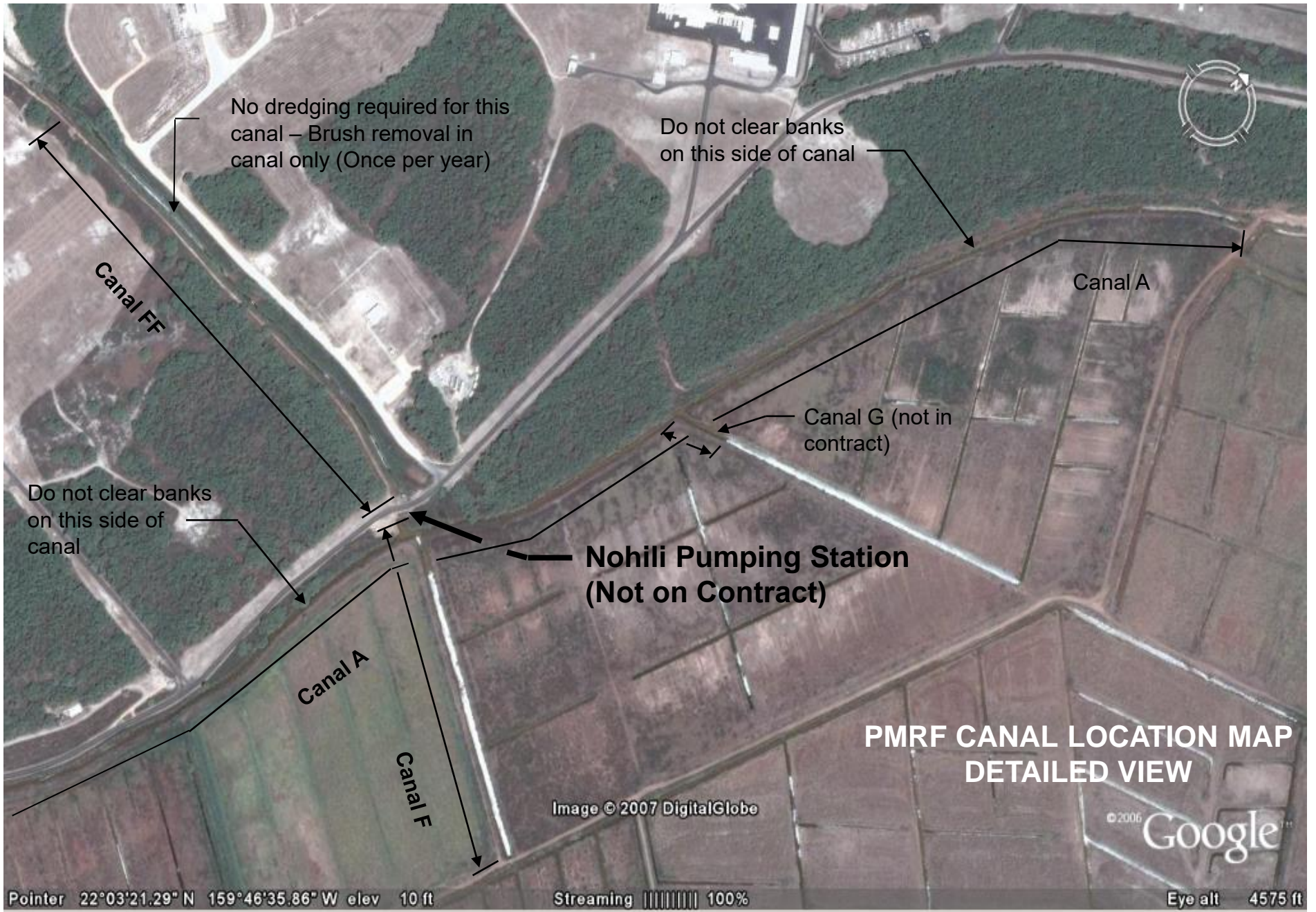
© 2006 Google™

Pointer 22°01'41.37" N 159°47'02.73" W elev 16 ft

Streaming ||||| 100%

Eye alt 4575 ft





ATTACHMENT J-1502000-02  
Facilities and Equipment Inventory

1. Kawai'ele pump station: 2 – 200 HP pumps, 1 – 100 HP pumps, 142 linear ft of sheet piling
2. 32,077 linear ft of canals
3. 5 culverts
4. 20 power poles and 6 pole transformers
5. 26,320 ft of access road
6. One Dry Ditch Food Gate
7. Two Flap Gates
8. Pump Stations infrastructure items: 142 linear ft of sheet piling, one cross walk with railings, two instrument sheds, two debris grill and approximately 20 ft of 3" diameter steel conduits.

Note:

The sheet piling maintenance includes a visual observation and notation of condition in the logbook. Notify the KO when the sheet piling needs repair.

Attachment J-1502000-03  
Canal Measurements

CANAL LENGTH, WIDTH, AND DEPTH BY SECTION (SEE J-1502000-01 MAPS FOR LOCATION AND LAYOUT)

	<u>Canal Identification</u>	<u>Length (FT)</u>	<u>Average Width (FT)</u>	<u>Approximate Depth (FT)</u>
1	Canal A	21,750	25	-4
2	Canal B	1,500	20	-4
3	Canal C	2,407	30	-3
4	Canal CC	1,093	30	-3
5	Canal D	2,000	20	-2
6	Canal E	-	20	Not on Contract
7	Canal F	1,092	20	-1
8	Canal FF	2,235	60	No dredging – brush rem 1x per year
9	Canal G	-	20	Not on Contract
10	Canal H	-	20	Not on Contract
	Total	32,077		

**Related Information for Canals**

- Canal A – See maps for portions of Canal A that have no clearing of banks on one side of canal (buffer zone.)
- Canal B – Clear banks on both sides of canal
- Canal C – Clear banks on both sides of canal
- Canal CC – See maps for portion of Canal CC that have no clearing of banks on one side of canal (buffer zone.)
- Canal D – See maps for portions of Canal D that have no clearing of banks on one side of canal (buffer zone)
- Canal E – Not on contract
- Canal F – The portion of canal near the ocean is a restricted for sea turtles. DO NOT CUT brush beyond area shown.
- Canal FF – No dredging work; only brush clearing is required (min. 1x per year)
- Canal G – Not on contract
- Canal H – Not on contract

Attachment J-1502000-04  
Historical Data

Historically there were two very heavy rainstorms (above 5 inches of rain in any one day) per year.  
One pump repair per year.



## **IMPORTANT!**

# **READ ALL OF THESE INSTRUCTIONS**

To assure the best performance from your Corrpower Cathodic Protection Rectifier, please give special attention to all **WARNING, INSTALLATION** and **OPERATING** instructions supplied with this unit.

### **WARNING! ELECTRICAL EQUIPMENT**

Direct all installation and servicing to properly trained and qualified personnel. Failure to correctly install or service this electrical equipment may expose you to dangerous voltage points or other risks resulting in injury or death.

Refer to the manual for further instructions.

### **INSTALLATION INSTRUCTIONS**

#### **INSPECTION**

Inspect the packaging as well as the inside and outside of the rectifier for shipping damage. DO NOT attempt to install or operate damaged equipment.

Inspect and tighten any hardware or wiring that may have come loose during shipment.

#### **INSTALLATION - THE ENCLOSURE MUST BE PROPERLY GROUNDED**

Be sure AC voltage and phase correspond to the AC rating of the unit. That rating is on the serial number label on the inside of the front door. If the rectifier has dual ratings, be sure the Hi/Low voltage change buss bar is set for the input voltage.

Anodes should be wired to the (+) terminal; Structure to the (-) terminal.

Set voltage taps on the lowest settings (A-1), 3-phase models must have each phase set to the same coarse and fine position. For start-up of Automatic rectifiers, see manual.

If oil cooled, be sure oil is to the cold fill line and that VOLT-ESSO 35 or equivalent NEMA grade 10C uninhibited oil is used.

If air cooled, be sure there are no obstructions blocking the air vents, louvers, or screen.

#### **START-UP**

Turn the AC breaker to "ON" and check the output via DC meters. If the breaker trips or if overheating is observed, turn the breaker off and refer to the users manual for troubleshooting.

Adjust taps up one step at a time until desired DC current or voltage is obtained.

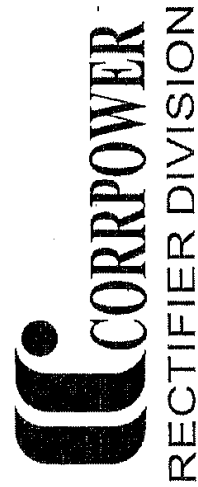
**DO NOT EXCEED RATED OUTPUT OF RECTIFIER!**

For further information, refer to the enclosed manual.



### ONE YEAR GUARANTEE ON ALL CORRPOWER CATHODIC PROTECTION RECTIFIERS

Unless otherwise specified, all products designed and manufactured by the CORRPOWER Rectifier Division are guaranteed against defects in material and/or workmanship for a period of one (1) year, from date of purchase by the original purchaser. The obligation of the CORRPOWER Rectifier Division under this guarantee is limited to repair, adjustment or replacement at our factory of any rectifier, or parts thereof, which may, after being returned with transportation charges prepaid, be found defective in material and/or workmanship upon detailed examination. CORRPOWER reserves the right to make any change in design or specification that it deems an improvement, with no liability to make same changes on existing equipment. This guarantee is in lieu of all other guarantees or warranties, expressed or implied, which might otherwise exist. The purchaser is relying only upon this guarantee and not upon any representations not herein expressed. This warranty is void if any damage is caused by vandalism, misuse, incorrect installation, or any alterations to the product by un-authorized personnel. This warranty does not cover damage caused by lightning, flooding, or any other acts of God. Any materials being returned to the factory must first have a return materials authorization number (RMA) from the CORRPOWER Rectifier Division repair department, for an RMA number please contact (780) 447-4565 extension 381.



**CORRPOWER**  
**RECTIFIER DIVISION**

**OPERATING MANUAL**

**FOR**

**MANUAL CONSTANT VOLTAGE**  
**CATHODIC PROTECTION**  
**RECTIFIERS**

## CORRPOWER RECTIFIER DIVISION

### WARRANTY STATEMENT

#### CORRPOWER DESIGNS

##### **CORRPOWER POLICY**

- CORRPOWER extends a one-year guarantee on all rectifier units designed by CORRPOWER engineering staff.
- CORRPOWER reserves the right to make any change in design or specification that it deems an improvement, with no liability to make same changes on existing equipment.
- This guarantee is in lieu of all other guarantees or warranties, expressed or implied, which might otherwise exist. The purchaser is relying only upon this guarantee and not upon any representations not herein expressed.
- Any materials being returned to factory must first have return authorization from the CORRPOWER Rectifier Division.

##### **ONE YEAR GUARANTEE ON ALL CORRPOWER CATHODIC PROTECTION RECTIFIERS**

Unless otherwise specified, all products designed and manufactured by the CORRPOWER Rectifier Division are guaranteed against defective material and/or workmanship for a period of one (1) year, from date of purchase by the original purchaser. The obligation of the CORRPOWER Rectifier Division under this guarantee is limited to repair, adjustment or replacement at our factory of any rectifier, or parts thereof, which may, after being returned with transportation charges prepaid, be found defective in material and/or workmanship upon detailed examination.

#### CUSTOMER DESIGNS

##### **CORRPOWER POLICY**

- It is recognized that many of our customers prefer to purchase rectifiers manufactured to their own design and/or specification due to special job requirements. As such, the CORRPOWER Rectifier Division has manufactured many rectifiers to customer specific designs, if economically feasible, and will continue to follow this practice.
- This guarantee is in lieu of all other guarantees or warranties, expressed or implied, which might otherwise exist. The purchaser is relying only upon this guarantee and not upon any representations not herein expressed.
- Any materials being returned to factory must first have return authorization from the CORRPOWER Rectifier Division.

##### **ONE YEAR GUARANTEE ON ALL CORRPOWER SPECIAL CATHODIC PROTECTION RECTIFIERS MANUFACTURED TO CUSTOMER SPECIFICATIONS**

Unless otherwise specified, the guarantee on products manufactured by, but not designed by, the CORRPOWER Rectifier Division, will be limited to a guarantee against defective material and/or workmanship only, and not performance or electrical characteristics, for a period of one (1) year from date of purchase by the original purchaser. The obligation of the CORRPOWER Rectifier Division under this guarantee is limited to repair, adjustment or replacement at our factory of any rectifier, or parts thereof, which may, after being returned with transportation charges prepaid, be found defective in material and/or workmanship upon detailed examination.

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OPTIONAL FEATURES, IF APPLICABLE ARE LOCATED IN BACK OF MANUAL

## A. INTRODUCTION

This Operation Manual has been prepared for the specific rectifier as identified by the serial number on the unit. It is recommended that it be kept inside the rectifier enclosure for quick reference. Store it in the space provided. Do not place it so that it will impede air flow through the enclosure.

CORRPOWER Rectifiers are built by skilled personnel and are designed by an engineering staff with years of experience. Every effort has been made to use the latest in reliable components, so that these rectifiers are of the highest quality consistent with reasonable costs.

CORRPOWER maintains a file on every rectifier by serial number only. Therefore, the **SERIAL NUMBER** must be specified when requesting information, or ordering parts, for this rectifier unit.

## B. DELIVERY INSPECTION

If damage has occurred during shipment, **FILE A CLAIM WITH THE CARRIER IMMEDIATELY**. Even if the rectifier unit is not being installed at the field site immediately, the rectifier should still be removed from the carton and inspected for shipping damage prior to storage of the unit. If it is necessary to contact your supplier or the manufacturer concerning damaged or missing components, be sure to include all information such as Serial Number, Purchase Order Number and Invoice Number. This will ensure that you obtain proper and expeditious service.

## C. STORAGE

If units are to be stored prior to use for extended periods of time, it is recommended that they be stored in a dry area, preferably indoors. However, if this is not possible, cardboard wrapping should be removed from around enclosures designed for outdoor use to prevent holding rain or snow moistened packing against the enclosure. Indoor designed enclosures should have, at least, the benefit of some overhanging protection or be covered with a moisture-proof material.

## D. INSTALLATION

Proper rectifier installation procedures are necessary to ensure the integrity of the cathodic protection system. These procedures are as follows:

1. Check all electrical connections to make sure they are tight. Though this is done at the factory, it is a good idea to re-tighten all connections, especially those that carry electrical current.

CORRPOWER RECTIFIER DIVISION

MANUAL CONSTANT VOLTAGE RECTIFIER

2. Select the mounting site for the rectifier; paying special attention to accessibility, proper ventilation, shielding from sources of high ambient temperatures, and most importantly, convenience to A.C. and cathodic protection connections.
3. Mount rectifier securely on mounting pad, wall or post (as applicable).
4. Have a qualified electrician make electrical connections, following the electrical and local codes. A disconnect switch is required ahead of the A.C. input to the rectifier. We do not recommend connecting the rectifier to the same AC circuit as other large pieces of equipment (such as a pump-jack motor) that may cause the AC power input to fluctuate.
5. **BEFORE ENERGIZING**, double check to ensure the rectifier is appropriately sized for the A.C. input being applied.
6. **ENSURE CORRECT POLARITY ON D.C. CONNECTIONS**, connecting negative to the structure being protected and positive to the anode leads.
7. **BEFORE** turning on the input breaker, ensure the taps are at the lowest setting: **COARSE "A" & FINE "1"**. Tap adjustments should always be made from the lowest setting to prevent damage to the rectifier or prematurely blowing the rectifier fuse. For variable transformer adjusted units, ensure the adjustment knob is at the "0" setting.
8. On three phase units, ensure that all three sets of adjustment taps are set alike.
9. Initially set the rectifier to approximately half of the required output current by moving the tap bars, or variable transformer adjustment knob, as required. Increase the **COARSE** adjustment bar position by one step (from A to B), energize the unit, and check the rectifier output (as displayed on the panel meters). Repeat as required until the rectifier output current is close to half the required output. The rectifier should be left energized for several minutes to allow for examination. If operation appears normal, the **COARSE & FINE** adjustment bar can then be further increased until the required rectifier output current has been achieved.
10. The rectifier should be operated at the required D.C. output current for about one hour to determine that there are no defects in the connections. Shut the A.C. power **OFF** at the disconnect switch and immediately feel all current carrying connections to see that none of them are overheating. Connections may be warm, but should not feel excessively hot.

CORRPOWER RECTIFIER DIVISION

MANUAL CONSTANT VOLTAGE RECTIFIER

11. Air-cooled rectifiers utilize natural air convection for cooling and are typically manufactured with screened openings on the top and bottom of the enclosure. Ensure these vents are not obstructed by plugged screens or by placing the rectifier manual over the bottom vent.
12. Periodically monitor the rectifier, re-adjusting as necessary to maintain the level of cathodic protection current required.

**E. MAINTENANCE**

C.P. rectifiers rarely have moving parts other than the indicating meter movements and therefore, maintenance is largely of a preventative nature. Bear in mind there are primarily three conditions that will affect the life of a C.P. rectifier:

1. Excessive component temperatures.
2. Voltage surges and lightning.
3. Excessive current output.

Maintenance can be the best deterrent against rectifier failure due to excessive temperatures. Regular checks for blocked venting and/or heat from a man-made source should be undertaken. Periodic re-tightening of electrical connections is good insurance against future trouble.

**CAUTION:** Hazardous voltages are present within the rectifier. **ALWAYS** interrupt the A.C. power at the nearby disconnect. The rectifier A.C. breaker **DOES NOT** totally remove all incoming A.C. power from the rectifier.

If excessive heating of rectifier components and/or wiring is suspected, a temperature probe is a very useful maintenance tool. The following is a guide for maximum temperatures. These temperatures are based on a 45°C ambient. The difference between 45°C and the ambient temperature at time of testing should be subtracted from the readings in this table:

**COMPONENT TEMPERATURE TABLE**

COMPONENT	MEASUREMENT POINT	MAX. TEMPERATURE
Moulded Bridge	Moulded Body	110°C
Silicon Diode	Body	115°C
Main Transformer	Primary Winding	160°C
Filter Inductor (Choke)	Winding	160°C
Filter Capacitor	Case	80°C
Secondary / Output Fuse	Metal End Cap	130°C

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MANUAL CONSTANT VOLTAGE RECTIFIER

Current Shunt	Center Element	75°C (See Note 1)
Electrical Connections	Bolt Body	90°C
Electrical Wiring	Wire Harness	90°C

(Note 1: Based on a typical vented, air-cooled type rectifier unit.)

Maintenance against voltage surges is largely one of ensuring the lightning and surge protection supplied with the unit is intact. Keep large motor driven equipment (such as pump-jack motor) or similar surge producing electrical equipment from being attached to the same A.C. power line as the rectifier, whenever possible. Lightning rods may prove invaluable in excessive lightning areas.

Maintenance against excessive current output requires monitoring of rectifier output and logging the data to enable the operator to predict when an over current situation may occur. If a protective device (input breaker or rectifier fuse) has operated, it is an indication of overload or component failure. If a fuse has operated, always replace it with the rating and type as indicated on the rectifier Specification / Parts Listing (included with this manual) or as shown on the damaged fuse itself. Prior to re-energizing the unit, the rectifier diode bridge should be tested (as per Step 7 of the Troubleshooting section) to ensure that if there were a shorted diode in the bridge, it would be found and replaced prior to damaging the newly installed fuse.

Meter readings should be verified with an external Digital Voltmeter. A quick calibration for ammeter accuracy can be made by measuring the millivolt drop across the shunt. This should be done with a high input impedance meter set to the "mV" range. The actual reading is given by:

$$I \text{ (DC)} = \frac{V \times I \text{ (SHUNT)}}{50}$$

Where:  $I \text{ (DC)}$  = Actual D.C. Current Output (amperes)  
 $V$  = Voltage Reading Across Shunt Element (millivolts)  
 $I \text{ (SHUNT)}$  = Shunt Current Rating

Meter accuracy should be within 2% of the full-scale deflection of the meter combined with an allowance for temperature of 0.85% per 10°C for temperatures other than 25°C.

A periodic check of rectifier conversion efficiency will also indicate if the rectifier is functioning properly. If a portable A.C. wattmeter is unavailable, the utility pole mounted watt-hour meter could be used. This, of course, is if no other electrical loads are drawing power when the A.C. draw is being determined.

$$\text{A.C. Power (Watts)} = \frac{3600 \text{ KN}}{\text{T}}$$

Where: K = Watt-hour meter constant (shown on meter face)  
N = Number of revolutions of watt-hour meter disk  
T = Time in seconds for the number of revolutions

D.C. Power is the product of the measured D.C. Voltage X D.C. Amperage

Rectifier conversion efficiency will be:

$$\frac{\text{D.C. Power Out} \times 100}{\text{A.C. Power In}} = \% \text{ conversion efficiency}$$

For manual, constant voltage, full-wave silicon diode bridge rectifiers, conversion efficiencies of approximately 75% for single phase will indicate a properly functioning rectifier.

#### F. TROUBLE SHOOTING

Although quality construction and preventative maintenance will reduce rectifier down time, failures will occasionally occur. A good knowledge of rectifier operation will enable a potential problem to be quickly traced and repaired.

#### RECTIFIER TEST EQUIPMENT:

The following equipment is essential for basic rectifier trouble-shooting.

1. Electronic Multi-Meter: preferably with a 750 VAC and a diode check range. (Fluke 70 or 20 series)
2. Clamp-on A.C. Ammeter: must have low current D.C. measurement capability. (Fluke or Amprobe recommended)
3. Resistive Load: 2-5 ohms with a 1000 Watt. capacity recommended.
4. Misc. Hand Tools: 1/4" - 3/4" S.A.E. combination wrenches; 1/4" - 1/2" S.A.E. nut-drivers; 3/16", 1/4" and 5/16" blade screwdrivers; #1, #2 and #2 long socket screwdrivers; 3/8" drive S.A.E. socket set with deep sockets.

5. Temperature probe: (Optional) must have a range of -50° to +150° C. (Fluke 80T-150U)

### TROUBLE SHOOTING PROCEDURE:

The majority of rectifier faults are easy to diagnose. They include loss of A.C. input, blown fuses, loose terminals, faulty meters, blown M.O.V. suppressors, open circuits, faulty cathodic load connections, and lightning damage. Visual inspection and smell can be very useful for the initial examination of a faulty rectifier for the above faults.

The initial inspection should be followed by a systematic isolation of various rectifier components to determine the cause of non-operation. This should be conducted as follows (refer to the schematic for test point locations).

**CAUTION:** Beware of hazardous electrical voltages and where they are present in the rectifier. If doing any work on a rectifier other than taking voltage or current measurements, **DISCONNECT THE A.C. POWER**, preferably at the rectifier disconnect, not just using the rectifier circuit breaker.

1. Check whether A.C. voltage is present at the rectifier input terminals and that it is the correct level for the rectifier input rating. Provided the input breaker has not tripped **OFF**, this voltage check should be done with the rectifier **ON**. This will eliminate any static voltage reading such as might be experienced if only one A.C. line entering the rectifier is broken.
2. If the input breaker continues to trip **OFF** when energized, this usually indicates a short circuit within the rectifier. Proceed as follows;
  - a) Remove both tap bars (shown by Coarse & Fine taps on schematic) to isolate the bridge. Again, energize the breaker. If the breaker now holds, the problem is a shorted diode(s) in the bridge assembly. Check the bridge assembly and replace defective diode(s). (See #7 below)
  - b) With the rectifier disconnected from the A.C. supply, do an ohmmeter check between ground lug and the load side(s) of the input breaker (right side of CB1 on schematic). Any detectable resistance will indicate a primary to ground breakdown. A "Megger" test instrument is preferred for this test if available. Any fault will necessitate replacement of the transformer.
  - c) Visually inspect the transformer for any signs of burned or shorted windings.

- d) Check for shorted A.C. lightning arrestors.
3. An intermittent voltage reading nearly always indicates a loose or burned connection.
4. Verify there is transformer secondary voltage. A measurement of the voltage across **COARSE 'E' to FINE '5'** should be 1.35 to 1.6 times the D.C. output voltage rating of the rectifier.
5. Verify the **COARSE** steps as being approximately 20% of the measurement (item 4 above) and that the **FINE** steps are approximately 20% of the voltage of each **COARSE** step.
6. Measure the A.C. voltage at the diode bridge assembly (same as connection points of MOV1 on schematic). It should be the same as measured across the tap bars, otherwise the fuse has operated or the wire is burned or broken.
7. Conduct a diode check of the bridge assembly as follows:
  - a) Disconnect power from the rectifier and remove the tap bars.
  - b) With the multimeter set to the diode check range, place the **POSITIVE** (Red) lead on the bridge negative terminal (negative side of shunt on the schematic) and touch the **NEGATIVE** (Black) lead to the bridge A.C. terminals (same as connection points of MOV1 on schematic). A good diode will measure between 0.3 & 0.6 and the Fluke meter will give a single BEEP. This will check diodes D3 and D4. An open (OL with no beep) or short circuit (0.0 with a continuous beep) reading will indicate a faulty diode.
  - c) Similarly, place the **NEGATIVE** meter lead on the bridge positive terminal (connection point between D1 & D2 on schematic) and now touch the other lead to the bridge A.C. terminals. This will check diodes D1 and D2.
  - d) Replace faulty diodes with the same type and polarity. Do not over-tighten stud mount diodes. Recommended torque is 30 inch-pounds for a ¼" Stud device.

8. Check for the presence of voltage at the D.C. positive and negative terminals of the bridge and at the rectifier D.C. output lugs. If the voltage is present at the stack but not at the terminals, check for open circuits in the wiring (or a blown D.C. fuse).

NOTE: With no load, a sensitive electronic meter may read a static potential which is much higher than the actual D.C. voltage. It may be necessary to place a small test load across the rectifier output lugs that will eliminate the false reading of the electronic voltmeter.

9. If the correct D.C. voltage is measured at the rectifier D.C. output terminals but no D.C. output current is measured, there is an open circuit in the D.C. output circuit. This open circuit could be either in the cables leading to the C.P. load or in the connection to the C.P. load.
10. Ensure to verify rectifier panel meter readings with an external Digital Voltmeter (DVM). Rectifier meters may indicate a rectifier fault when no actual fault exists.
11. Meter switches are often a source of meter reading faults, especially in corrosive or H<sub>2</sub>S environments. If the rectifier switches are a continuous problem, environmentally sealed switches should be used to replace normal types. The added cost for these may save future repair work and rectifier troubleshooting time. Jumpers carefully placed across the closed contacts of a suspect switch will reveal any high resistance contact problems that may exist.
12. Lightning and surge suppressors can be checked for shorts by removing their connections from the rectifier circuit and checking them with an ohmmeter. Normally these should exhibit an open circuit (infinite resistance).

If you require any assistance when troubleshooting the rectifier, please contact the local Corpro office or the factory for technical assistance. A few minutes of technical help can, in many cases, save many hundreds of dollars in on-site time or repair freight charges.

## G. SAFETY

Cathodic protection rectifiers do present electrical shock hazards to personnel unfamiliar with the operation and/or components of a rectifier unit. Electrical safety can be enhanced by following a few guidelines:

CORRPOWER RECTIFIER DIVISION

MANUAL CONSTANT VOLTAGE RECTIFIER

1. When approaching a rectifier to inspect or repair, always remember to touch the case latch with the **BACK** of your hand first. If you feel any voltage 'Tingle' **DO NOT** grab the lock or latch with your hand as you may not be able to let go. You should turn off the A.C. power at the external disconnects and call an electrician.
2. Understand where potential hazards exist so as not to contact them bodily or with tools.
3. When working on energized equipment, use a rubber mat to stand on and, if possible, work in pairs.
4. When taking readings use only one hand, if possible.
5. Lock out the supply disconnect or circuit breaker to prevent accidental re-energizing of the circuit.
6. Wear safety glasses when soldering any connection.
8. When in doubt on a particular test procedure, contact an experienced technician or the factory.



# RECTIFIER SPECIFICATION SHEET

CUSTOMER : RTS001 (CORRPOWER) P.O. : STOCK DATE : MAY 8, 2003  
 MODEL No. : CAYSE 40-28 CRD PART No.: CE-4028-00  
 S.N. : C-031859 M.S.O.: 51232  
 A.C. VOLTS :115 / 230 D.C. VOLTS : 40 PH. : 1 FREQUENCY: 60 INPUT V.A. : 1,755  
 A.C. AMPS :15.2 / 7.6 D.C. AMPS : 28 O/P CCTS. : SINGLE TYPE : TAP-ADJUST

QTY.	ITEM	CRD P/N	DESCRIPTION
1	A-2 ENCLOSURE	62-A-0020	12 GAUGE MILL GALVANIZED STEEL, WHITE
1	A-2 FRAME, LEFT	62-A-0170	12 GAUGE MILL GALVANIZED STEEL, WHITE
1	A-2 FRAME, RIGHT	62-A-0180	12 GAUGE MILL GALVANIZED STEEL, WHITE
1	A-2 FRONT PANEL	AP-A-0200	NEMA "XX", 1/4" x 13.125" x 16.25"
1	A-2 AC INPUT PANEL	AP-A-0210E	NEMA "XX", 1/4" x 10.75" x 3.00"
1	A-2 STACK PANEL	AP-A-0220	17-40 AMPERE STACK PANEL
1	TRANSFORMER	A1-T-4028-E	115/230 VAC; 25 STEPS; 5-COARSE & 5-FINE TAPS
1	VOLTMETER	41-C-0020	0 - 50 VOLTS F.S.D., / 40V RED LINE
1	AMMETER	41-C-0020	0 - 35 AMPERES F.S.D., / 28A RED LINE
2	DIODE FORWARD	00-P-0010	40 AMPERE, 400 VOLTS PIV
2	DIODE REVERSE	00-P-0020	40 AMPERE, 400 VOLTS PIV
2	HEATSINK	75-P-0010	ALUMINUM, ANODIZED
1	AC BREAKER	32-H-0110	20.0 AMPERE, 480 VAC, 1-POLE
1	AC BREAKER	32-H-0090	10.0 AMPERE, 480 VAC, 1-POLE
1	SHUNT	43-B-5035	35 AMPERE, 50 mV TYPE "SW"
1	A.C. SURGE	08-L-7001	120/240 VAC, 1-PHASE, 3-WIRE
1	D.C. SURGE	08-L-8100	60 VOLTS, 2-TERMINAL
1	SECONDARY SURGE	07-S-3130	MOV, 130 VOLTS, 74 JOULE
2	FUSE CLIP C-11	38-C-0060	PLATED, FOR 11/16" DIAMETER FUSE
2	AC SECONDARY FUSE	36-A-0070	35 AMPERE, 130 VOLTS AC
2	DC LUGS	89-C-0030	XT 1/O-6, PLATED, (1) POSITIVE (1) NEGATIVE

**NOTES:**

1.) RECTIFIER EQUIPPED WITH SINGLE DC OUTPUT CIRCUIT.

AC WIRE SIZE : #14 TEW

AC SEC. / DC WIRE SIZE : #12 TEW





WHEREAS, the lease was further amended to provide for one additional parcel of land and two roadways, and utility, communication cable, and water pipeline right-of-way, by Amendment to State General Lease No. S-3852 dated May 31, 1973, recorded in the Bureau of Conveyances of the State of Hawaii in liber 9221, page 407; and

WHEREAS, the lease was further amended to include an area of 14.372 acres by unrecorded Amendment of General Lease No. S-3852 dated August 28, 2000; and

WHEREAS, the lease was further amended to allow subletting by unrecorded Amendment of General Lease No. S-3852 dated March 5, 2003; and

WHEREAS, the Government desires that the general lease be further amended; and

WHEREAS, the Board of Land and Natural Resources, at its meetings held on May 24, 2004 and December 8, 2006, has approved the amendment to General Lease No. S-3852, adding an additional area of 215.685 acres to its operation for purposes of:

1. compliance with Federal Anti-Terrorism/Force Protection ("ATFP") guidelines regarding setback distance around military bases,
2. relocating the existing guard shack and Pass and ID Office to comply with ATFP guidelines,
3. facilitating the operation and maintenance of the ditches and drainage pumps to protect the Pacific Missile Range Facility ("PMRF") from flooding.

NOW, THEREFORE, the Lessor and the Government covenant and agree that:

A. Paragraph 2 of page 1, of General Lease No. S-3852, is hereby amended to add:

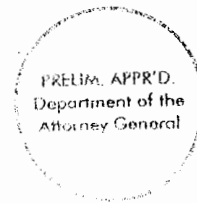
"2b. The Lessor hereby leases to the Government an additional area of 215.685 acres, situate at Kekaha, Waimea, Kauai, Hawaii, being identified as follows:

"Portion of the Government (Crown) Land of Waimea, Lot A-1," containing an area of 176.160 acres, subject, however, to

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DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
P.O. BOX 621  
HONOLULU, HAWAII 96809



Portion of Non-Exclusive Easement "B", Non-Exclusive Easement F, and Perpetual Non-Exclusive Roadway Easement B-6, and Reserving to the State of Hawaii, its successor and assigns, Non-Exclusive Roadway Easement, Easements B-1 and B-2, Non-Exclusive Easements B-3 and B-4 for Drainage Purposes, and Non-Exclusive Access and Drainage Easement, Easement 3, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,330 and dated September 27, 2006;

"Portion of the Government (Crown) Land of Waimea, Lot 3," containing an area of 0.232 acre, more particularly described in Exhibit "C" and delineated on Exhibit "D," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,332 and dated September 27, 2006;

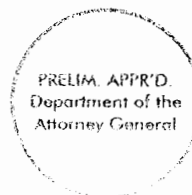
"Portions of the Government (Crown) Land of Waimea, Lots 7 and B," Lot 7, being also all of Access Road, containing an area of 1.618 acres, and Lot B containing an area of 32.070 acres, more particularly described in Exhibit "E" and delineated on Exhibit "F," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,333 and dated September 27, 2006; and

"Portions of the Government (Crown) Land of Waimea, Lots 10 and 13," Lot 10, containing an area of 5.171 acres, Subject, however, to Perpetual Non-Exclusive Roadway Easement B-5, and Reserving to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2, and Lot 13 containing an area of 0.434 acres, Subject, however, to Portion of Non-Exclusive Easement "B" and Reserving to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2, more particularly described in Exhibit "G" and delineated on Exhibit "H," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated C.S.F. No. 24,335 and dated September 27, 2006;

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DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
P.O. BOX 621  
HONOLULU, HAWAII 96809



for purposes of:

1. compliance with Federal ATFP guidelines regarding setback distance around military bases,
2. relocating the existing guard shack and Pass and ID Office to comply with ATFP guidelines, and
3. facilitating the operation and maintenance of the ditches and drainage pumps to protect PMRF from flooding."

B. New paragraph 31 shall be added into General Lease No. S-3852 as follows:

"31. Operation and Maintenance Fees for Drainage Pumps, Ditches and Related Infrastructure Within the Leased Premises. The Government has a safety and security interest in maintaining the water levels in the canals (drainage ditches) located within the leased premises to a level of -2.0 feet Mean Sea Level (MSL), as determined by the Government, but not to a level below that. Therefore, the Government agrees to be responsible for the operation and maintenance of said canals, including the pumps and infrastructure associated therewith, needed to maintain the water level at -2.0 feet MSL, as determined by the Government, but not to a level below -2.0 feet MSL."

C. New paragraph 32 shall be added into General Lease No. S-3852 as follows:

"32. Compliance with laws. The Government shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the premises, now in force or which may be in force."

IN CONSIDERATION THEREOF, the Lessor and the Government further agree that this Fifth Amendment of Lease Agreement is subject to all the covenants and conditions in the General Lease No. S-3852, and the amendments as above-referenced, except as herein provided.

This Fifth Amendment, read in conjunction with the General Lease No. S-3852 and the amendments as above-referenced, sets forth the entire agreement between the Lessor and Government; and the general lease as amended and modified hereby shall not be altered or modified in any particular except by a memorandum in writing signed by the Lessor and Government.

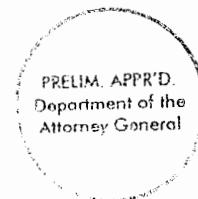
144370\_2.DOC

- 4 -

DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
P.O. BOX 621  
HONOLULU, HAWAII 96809

14-26-2424

J-1502000-06, Page 4 of 24

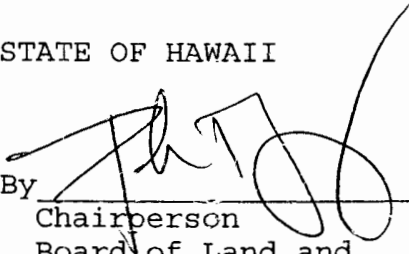


200

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month, and year first above written.

Approved by the Board of Land and Natural Resources at its meetings held on May 24, 2004 and December 8, 2006.

STATE OF HAWAII


By   
Chairperson  
Board of Land and  
Natural Resources

 LESSOR

UNITED STATES OF AMERICA

By   
Its DENNIS PACTH  
Realty Operations Officer  
Naval Facilities Engineering Command, Pacific  
Real Estate Contracting Officer GOVERNMENT

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: 12/20/06





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

**C.S.F. No. 24,330**

**September 27, 2006**

**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

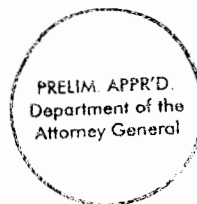
**LOT A-1**

**Kekaha, Waimea, Kauai, Hawaii**

Beginning at the northeasterly corner of this parcel of land, at the southeast corner of Lot 7 of the Government (Crown) Land of Waimea and on the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,466.52 feet North and 37,700.87 feet West, thence running by azimuths measured clockwise from True South:-

1. 16° 01'                      1313.23 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1);
2. Thence along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1) on a curve to the left with a radius of 2050.51 feet, the chord azimuth and distance being:  
347° 22' 30"                      1965.74 feet;

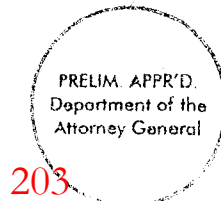
**EXHIBIT A**



C.S.F. No. 24,330

September 27, 2006

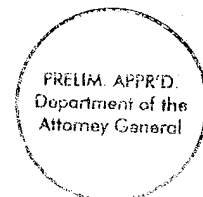
3. 349° 51' 3122.61 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
4. 34° 58' 150.21 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
5. 304° 58' 75.00 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
6. 34° 58' 60.20 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;;
7. 124° 58' 196.71 feet along Grant 8891 to Rokuichiro Gotanda;
8. 63° 22' 288.60 feet along Grant 8891 to Rokuichiro Gotanda;
9. 333° 22' 161.50 feet along Grant 8891 to Rokuichiro Gotanda;
10. 301° 38' 402.20 feet along Grant 8891 to Rokuichiro Gotanda;
11. 277° 55' 15" 234.87 feet along Lot A-2 of the Government (Crown)  
Land of Waimea;
12. Thence along Lot 14 of the Government (Crown) Land of Waimea on a curve to  
the right with a radius of 517.50 feet,  
the chord azimuth and distance being:  
112° 53' 25" 676.95 feet;
13. 63° 44' 20" 37.50 feet along Lots 13 and 10 of the Government  
(Crown) Land of Waimea;
14. 333° 44' 20" 73.89 feet along Lot 10 of the Government  
(Crown) Land of Waimea;
15. 63° 44' 20" 20.67 feet along Lot 10 of the Government  
(Crown) Land of Waimea;
16. 137° 30' 20" 2123.85 feet along Bonham Air Base (Formerly Mana  
Airport Military Reservation), Part 1,  
Governor's Executive Order 945;
17. 205° 10' 30.64 feet along Bonham Air Base, Tract E-2;



C.S.F. No. 24,330

September 27, 2006

18. 226° 20' 587.33 feet along Bonham Air Base, Tract E-2;
19. 149° 11' 1451.33 feet along Bonham Air Base, Tract E-2;
20. 164° 12' 143.83 feet along Bonham Air Base, Tract E-2;
21. 182° 29' 158.62 feet along Bonham Air Base, Tract E-2;
22. 201° 11' 30" 426.37 feet along Bonham Air Base, Tract E-2;
23. 197° 59' 193.71 feet along Bonham Air Base, Tract E-2;
24. 192° 36' 232.73 feet along Bonham Air Base, Tract E-2;
25. 188° 48' 30" 203.04 feet along Bonham Air Base, Tract E-2;
26. 187° 25' 30" 423.32 feet along Bonham Air Base, Tract E-2;
27. 192° 21' 676.47 feet along Bonham Air Base, Tract E-2;
28. 203° 04' 1090.37 feet along Bonham Air Base, Tract E-2;
29. 195° 50' 30" 359.19 feet along Bonham Air Base, Tract E-2;
30. 286° 01' 561.88 feet along Lot 7 of the Government (Crown)  
Land of Waimea;
31. Thence along Lot 7 of the Government (Crown) Land of Waimea on a curve to  
the right with a radius of 100.00 feet,  
the chord azimuth and distance being:  
331° 01' 141.42 feet to  
the point of beginning and containing an  
AREA OF 176.160 ACRES.

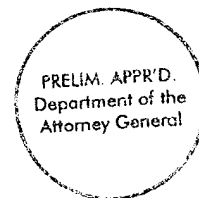


C.S.F. No. 24,330

September 27, 2006

SUBJECT, however, to the following easements as shown on plan attached hereto and made a part hereof:

1. Portion of Non-Exclusive Easement "B" (25.00 ft. wide) for Roadway and Utilities Purposes covered by General Lease S-3882 issued to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407.
2. Non-Exclusive Easement F (10.00 ft. wide) for Communication Cable Line Purposes covered by Amendment to General Lease S-3852 issued to the United States of America dated May 31, 1973 and recorded in Liber 9221, Page 407.
3. Perpetual Non-Exclusive Roadway Easement B-6 covered by Grant of Easement: State of Hawaii to United States of America (Dept. of Navy) dated October 29, 1979 and recorded in Liber 14504, Page 63 (Land Office Deed S-27079).



C.S.F. No. 24,330

September 27, 2006

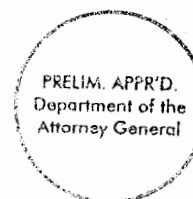
Reserving to the State of Hawaii, its successors and assigns, the following easements as shown on plan attached hereto and made a part hereof:

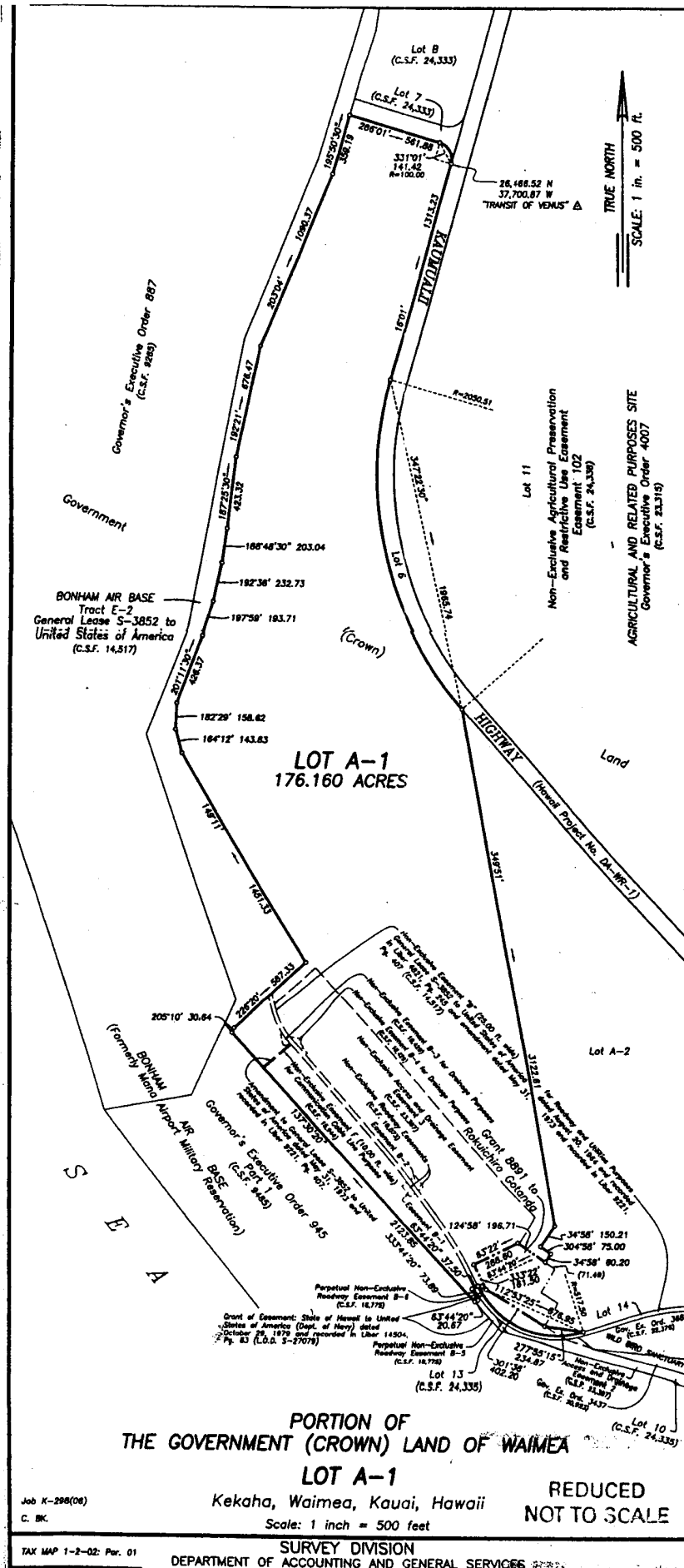
1. Non-Exclusive Roadway Easement, Easements B-1 and B-2.
2. Non-Exclusive Easements B-3 and B-4 for Drainage Purposes.
3. Non-Exclusive Access and Drainage Easement, Easement 3.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey Division.





PRELIM. APPR'D.  
 Department of the  
 Attorney General

**EXHIBIT B**



**STATE OF HAWAII**  
**SURVEY DIVISION**  
**DEPT. OF ACCOUNTING AND GENERAL SERVICES**  
**HONOLULU**

C.S.F. No 24,332

September 27, 2006

**PORTION OF**  
**THE GOVERNMENT (CROWN) LAND OF WAIMEA**

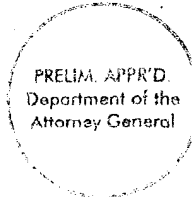
**LOT 3**

**Kekaha, Waimea, Kauai, Hawaii**

Being also a portion of Kaumualii Highway (Kao Road).

Beginning at the southeast corner of this parcel of land and at the northwest corner of Lot 2 of the Government (Crown) Land of Waimea, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 29,131.07 feet North and 38,165.96 feet West, thence running by azimuths measured clockwise from True South:-

- 1. 99° 58' 30"                      105.23 feet along Lot 1 of the Government (Crown) Land of Waimea;
- 2. 189° 58' 30"                    100.00 feet along Lot 1 of the Government (Crown) Land of Waimea;
- 3. 279° 58' 30"                    97.22 feet along Lot 1 of the Government (Crown) Land of Waimea;



**EXHIBIT C**

C.S.F. No. 24,332

September 27, 2006

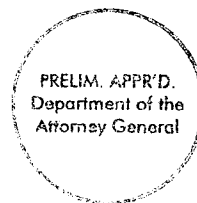
4. 5° 24'

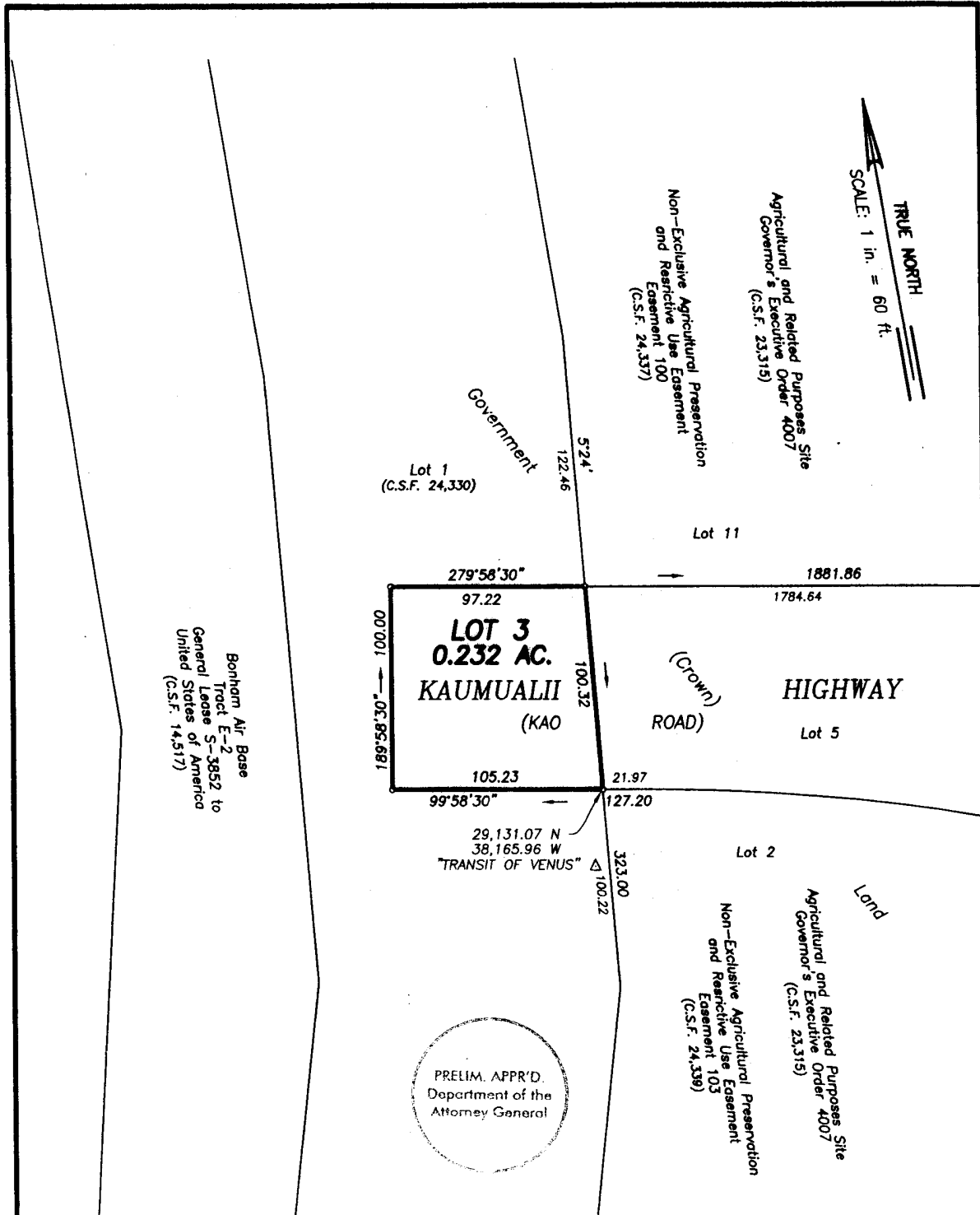
100.32 feet across Kaumualii Highway (Kao Road)  
to the point of beginning and containing  
an AREA OF 0.232 ACRE.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc.  
furn. by ControlPoint Surveying, Inc.  
Said map and desc. have been examined  
and checked as to form and mathematical  
correctness but not on the ground by  
the Survey Division.





**PORTION OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA  
LOT 3**

Kekaha, Waimea, Kauai, Hawaii

REDUCED  
NOT TO SCALE

Job K-298(06)  
C. BK.

Scale: 1 inch = 60 feet

TAX MAP 1-2-02: Por. 01

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

**EXHIBIT D**

C.S.F. NO. 24,332

JGL September 27, 2006

14-26-2424

210



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

C.S.F. No. 24,333

September 27, 2006

**PORTIONS OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

**LOTS 7 AND B**

**Kekaha, Waimea, Kauai, Hawaii**

**LOT 7**

Being also all of Access Road.

Beginning at the northeast corner of this parcel of land, at the southeast corner of Lot B of the Government (Crown) Land of Waimea and on the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1), the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 26,754.88 feet North and 37,618.10 feet West, thence running by azimuths measured clockwise from True South:-

1. 16° 01' 300.00 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1);

**EXHIBIT E**

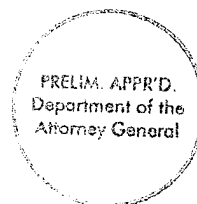
PRELIM. APPR'D.  
Department of the  
Attorney General



C.S.F. No. 24,333

September 27, 2006

1. Along Lot 7 of the Government (Crown) Land of Waimea on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:  
61° 01' 141.42 feet;
2. 106° 01' 562.18 feet along the Lot 7 of the Government (Crown) Land of Waimea;
3. 195° 50' 30" 145.29 feet along Bonham Air Base, Tract E-2;
4. 199° 00' 30" 265.05 feet along Bonham Air Base, Tract E-2;
5. 188° 37' 184.64 feet along Bonham Air Base, Tract E-2;
6. 177° 09' 30" 518.90 feet along Bonham Air Base, Tract E-2;
7. 164° 15' 335.36 feet along Bonham Air Base, Tract E-2;
8. 149° 50' 160.58 feet along Bonham Air Base, Tract E-2;
9. 140° 35' 14.94 feet along Bonham Air Base, Tract E-2;
10. 259° 10' 50" 953.89 feet along Lot 1 of the Government (Crown) Land of Waimea and Agricultural and Related Purposes Site, Governor's Executive Order 4007;
11. Thence along the westerly side of Kaumualii Highway (Lio Road) on a curve to the right with a radius of 1049.89 feet, the chord azimuth and distance being:  
354° 02' 54" 785.52 feet;



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September 27, 2006

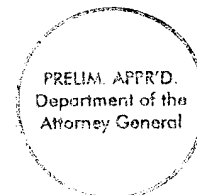
12. 16° 01'

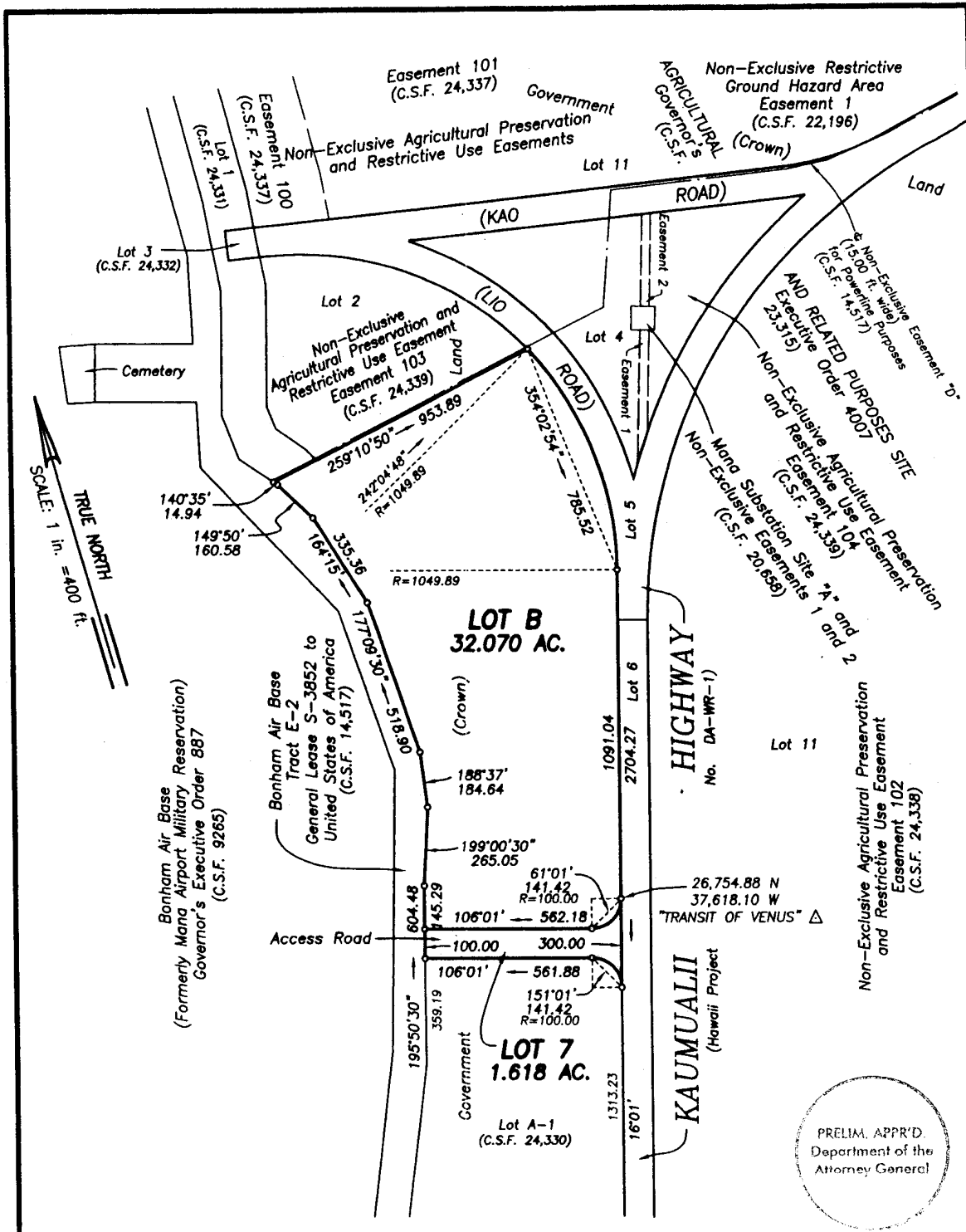
1091.04 feet along the westerly side of Kaumualii Highway (Hawaii Project No. DA-WR-1) to the point of beginning and containing an AREA OF 32.070 ACRES.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: *Glenn J. Kodani*  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc. furn.  
by ControlPoint Surveying, Inc.  
Said map and desc. have been  
examined and checked as to form  
and mathematical correctness but  
not on the ground by the Survey  
Division.





**PORTIONS OF  
 THE GOVERNMENT (CROWN) LAND OF WAIMEA  
 LOTS 7 AND B**

Kekaha, Waimea, Kauai, Hawaii

Job K-298(06)  
 C. BK.

Scale: 1 inch = 400 feet

REDUCED  
 NOT TO SCALE

TAX MAP 1-2-02: Para. 01

SURVEY DIVISION  
 DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
**STATE OF HAWAII**

**EXHIBIT F**

C.S.F. NO. 24.333

JGL September 27, 2006



**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES**

**HONOLULU**

C.S.F. No. 24,335

September 27, 2006

**PORTIONS OF  
THE GOVERNMENT (CROWN) LAND OF WAIMEA**

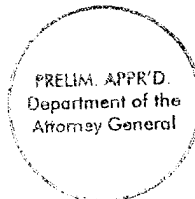
**LOTS 10 AND 13**

**Kekaha, Waimea, Kauai, Hawaii**

**LOT 10**

Beginning at the northeast corner of this parcel of land, at the northwest corner of Lot 9 of the Government (Crown) Land of Waimea and at the southeast corner of Wild Bird Sanctuary, Governor's Executive Order 3437, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 18,591.39 feet North and 33,678.91 feet West, thence running by azimuths measured clockwise from True South:-

1. 36° 00'                      76.93 feet along Lot 9 of the Government (Crown) Land of Waimea;
2. 146° 56' 40"              20.60 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;



**EXHIBIT G**

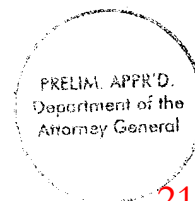
C.S.F. No. 24,335

September 27, 2006

3. 105° 55' 08"            3810.13' feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
4. 137° 30' 20"            233.74 feet along Bonham Air Base (Formerly Mana Airport Military Reservation), Part 1, Governor's Executive Order 945;
5. 243° 44' 20"            20.67 feet along Lot A-1 of the Government (Crown) Land of Waimea;
6. 153° 44' 20"            73.89 feet along Lot A-1 of the Government (Crown) Land of Waimea;
7. 243° 44' 20"            12.50 feet along Lot A-1 of the Government (Crown) Land of Waimea;
8. Thence along the Lot 13 of the Government (Crown) Land of Waimea on a curve to the left with a radius of 542.50 feet, the chord azimuth and distance being:  
295° 07' 14"            677.18 feet;
9. 303° 58' 40"            108.23 feet along Wild Bird Sanctuary, Governor's Executive Order 3685;
10. 285° 54'                3304.90 feet along Wild Bird Sanctuary, Governor's Executive Order 3437 to the point of beginning and containing an AREA OF 5.171 ACRES.

SUBJECT, however, to Perpetual Non-Exclusive Roadway Easement B-5 covered by Grant of Easement: State of Hawaii to United States of America (Dept. of Navy) dated October 29, 1979 and recorded in Liber 14504, Page 63 (Land Office Deed S-27079) as shown on plan attached hereto and made a part hereof.

RESERVING to the State of Hawaii, its successor and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2 as shown on plan attached hereto and made a part hereof.



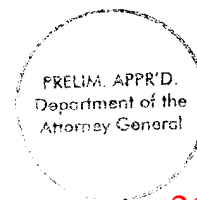
C.S.F. No. 24,335

September 27, 2006

LOT 13

Beginning at the southeasterly corner of this parcel of land, at the southwesterly corner of Lot 14 of the Government (Crown) Land of Waimea and on the northerly boundary of Wild Bird Sanctuary, Governor's Executive Order 3685, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TRANSIT OF VENUS" being 19,568.73 feet North and 36,906.48 feet West, thence running by azimuths measured clockwise from True South:-

1. Along Wild Bird Sanctuary, Governor's Executive Order 3685 on a curve to the right with a radius of 542.50 feet, the chord azimuth and distance being:  
74° 16' 19"                      42.22 feet;
2. Thence along Lot 10 of the Government (Crown) Land of Waimea on a curve to the right with a radius of 542.50 feet, the chord azimuth and distance being:  
115° 07' 14"                      677.18 feet;
3. 243° 44' 20"                      25.00 feet along Lot A-1 of the Government (Crown) Land of Waimea;
4. Thence along Lot A-1 of the Government (Crown) Land of Waimea on a curve to the left with a radius of 517.50 feet, the chord azimuth and distance being:  
292° 53' 25"                      676.95 feet;
5. 342° 02' 30"                      25.00 feet along Lot 14 of the Government (Crown) Land of Waimea to the point of beginning and containing an AREA OF 0.434 ACRE.



C.S.F. No. 24,335

September 27, 2006

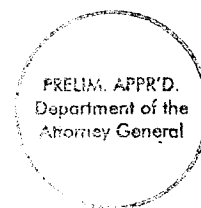
SUBJECT, however, to Portion of Non-Exclusive Easement "B" (25.00 ft. wide) for Roadway and Utilities Purposes covered by General Lease S-3852 to the United States of America dated August 20, 1964 and recorded in Liber 4821, Page 245 and amendment dated May 31, 1973 and recorded in Liber 9221, Page 407 as shown on plan attached hereto and made a part of hereof.

RESERVING to the State of Hawaii, its successors and assigns, Portion of Non-Exclusive Access and Drainage Easement, Easement 2 as shown on plan attached hereto and made a part hereof.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor ml

Compiled from map and desc. furn.  
by ControlPoint Surveying, Inc.  
Said map and desc. have been examined  
and checked as to form and mathematical  
correctness but not on the ground by  
the Survey Division.







April 27, 2026

**Via Electronic Mail**

Agribusiness Development Corporation  
 State of Hawai'i  
[dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov)

**Re: Agenda Item E-2. To direct the Executive Director to enter into formal negotiations and execute a long-term Intergovernmental Support Agreement (IGSA) or Memorandum of Understanding (MOU) with the United States Navy at the Pacific Missile Range Facility (PMRF) for the long-term management, execution, and operation of the Kawai'ele pump station and related drainage infrastructure; provided that such agreement establishes a sustainable framework for long-term flood mitigation and explicitly stipulates that the United States Navy shall be responsible for and remit payment to the Agribusiness Development Corporation (ADC) for any and all costs associated with the operation, maintenance, and administrative oversight of said pump stations. Subject infrastructure situated at Kekaha, District of Waimea, County of Kaua'i, State of Hawai'i, at or approximate to Tax Map Key Nos. (4) 1-2-002:001 (portion); :012.**

Dear Chair Watts, Vice Chair Okuhama, and Board Members,

Nā Kia'i Kai and Surfrider Foundation, through their counsel Earthjustice, hereby submit written testimony on Agenda Item E-2, to direct the Executive Director of the Agribusiness Development Corporation, State of Hawai'i, to negotiate and execute an agreement with the U.S. Department of the Navy ("Navy") for operation of the Kawai'ele Pump Station, located in Kekaha, Kaua'i.

Nā Kia'i Kai and Surfrider Foundation take no position on this agenda item and instead submit comments based on statements made in the April 15, 2026, ADC staff presentation and submittal suggesting that not entering another agreement with the Navy would somehow absolve ADC of its legal obligation to maintain a National Pollutant Discharge Elimination System ("NPDES") permit for discharges from the Mānā Plain Drainage Ditch System ("System"). Such an interpretation would contradict the federal district court's prior ruling on this matter – which ADC did not appeal – and related case law. We submit these comments so that ADC may render a decision based on a correct understanding of the law, and to prevent opening yet another round of litigation rereading issues that the court has already settled twice in litigation spanning the past decade.

Agribusiness Development Corporation

April 27, 2026

Page 2

## I. Background

The Mānā Plain Drainage Ditch System (or “System”), located on Kauaʻi’s west side, consists of forty miles of open, unlined, earthen drainage ditches, two pumping stations (Kawaiʻele and Nōhili), and at least seven ocean outfalls: Kikīaola Harbor Drain, Cox Drain, First Ditch, Second Ditch, Dry Ditch, Kawaiʻele Outlet, and Nōhili Outlet. These seven ocean outfalls discharge untreated drainage waters to the ocean along the West Kauaʻi coastline from Kikīaola Harbor to Barking Sands Beach.

The Mānā Plain was once a thriving wetland ecosystem that provided water storage and filtration for water flowing through the region. This was all destroyed when the sugar company constructed the System in the 1920s to lower the Mānā Plain’s natural water table below the root zone to allow for sugar cultivation. The sugar company also constructed an expansive irrigation ditch system to dewater the adjacent Waimea River and its tributaries and supply irrigation water to the Plain.

After the sugar plantation closed in the early 2000s, ADC took over operation and management of the Mānā Plain agricultural lands and related infrastructure, including the System. ADC continues to operate ditches and infrastructure relating to at least six of the System’s outfalls, *i.e.*, Kawaiʻele Outlet, Dry Ditch, Nōhili Outlet, First Ditch, Second Ditch, and Cox Drain, and the County of Kauaʻi (“County”) now operates ditches and infrastructure relating to the Kikīaola Harbor Drain. The Kawaiʻele Outlet discharges continuously using a pumping station, with an average flow of 19.5 mgd. The Nōhili Outlet is not in operation but historically discharged an average of 8 mgd via a pumping station. All other outfalls are opened intermittently during heavy rainfall events purportedly to prevent flooding of adjacent lands. These outfalls open either naturally or manually using mechanical equipment.

The Hawaiʻi Department of Health (“DOH”) regulated discharges from the System under an NPDES permit until 2015, when ADC withdrew its permit renewal application. Shortly thereafter, Nā Kiaʻi Kai and Surfrider Foundation filed suit in federal court to enforce the Clean Water Act and to ensure that all discharges from the System would once again be regulated under an NPDES permit. Nā Kiaʻi Kai and Surfrider Foundation prevailed in two separate lawsuits. *See Nā Kiaʻi Kai v. Nakatani*, 401 F. Supp. 3d 1097 (D. Haw. 2019) (“*NKK I*”); *See Nā Kiaʻi Kai v. Cnty. of Kauaʻi*, Case No. 22-cv-00304-DKW-KJM, 2023 WL 3981422 (D. Haw. June 13, 2023) (“*NKK II*”).

In the first round of litigation, the federal district court held in July 2019 that ADC’s discharges from the System without an NPDES permit violate the Clean Water Act. *NKK I*, 401 F. Supp. 3d at 1110. The parties (including Nā Kiaʻi Kai, Surfrider Foundation, and ADC) then entered into a court-ordered settlement on remedy, whereby ADC agreed to, in exchange for the ability to continue discharging from the System, apply for an NPDES permit by June 17,

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2020, and to conduct limited water quality monitoring and best management practices in the interim until DOH issued a final NPDES permit.

After the County assumed responsibility for the Kīkīaola Harbor Drain and DOH refused to issue an NPDES permit for *any* of the System's outfalls, Nā Kia'i Kai and Surfrider Foundation returned to federal court, which reaffirmed in June 2023 that discharges from the Kīkīaola Harbor Drain without an NPDES permit violate the Clean Water Act. *NKK II*, 2023 WL 3981422, at \*4. The parties—this time Nā Kia'i Kai, Surfrider Foundation, the County, and DOH—entered into a court-ordered settlement on remedy, which set an August 25, 2025 deadline for DOH to issue one or more final permits for all the System's outfalls.

Prompted by Nā Kia'i Kai and Surfrider Foundation's successful litigation to enforce the Clean Water Act, DOH issued a draft NPDES permit for ADC's and the County's discharges for all seven of the System's outfalls on October 29, 2024, a revised draft permit on April 11, 2025, and a final permit on August 22, 2025. The final permit went into effect on October 1, 2025 after 10 years of unpermitted discharges. Nā Kia'i Kai and Surfrider Foundation have challenged the final permit seeking to strengthen the permit terms, while permittees ADC and the County, as well as the Kekaha Agriculture Association ("KAA"), have challenged the final permit seeking to weaken the permit terms. This contested case proceeding remains pending before the DOH hearings officer.

On March 12, 2026, the hearings officer denied ADC's, the County's, and KAA's requests to stay the final permit during the contested case's pendency and remanded the final permit to DOH without vacating it. *See* Attachment. This means that the final permit will remain in place for the contested case's duration and while DOH further responds to prior comments on the permit and possibly amends it.

## **II. ADC Must Maintain An NPDES Permit For The Mānā Plain Drainage Ditch System, Even If It No Longer Operates The Kawai'ele Pump Station.**

Although Nā Kia'i Kai and Surfrider Foundation take no position on whether ADC continues to operate the Kawai'ele Pump Station, we reject any notion that declining to enter a contract with the Navy would somehow excuse ADC from its obligation to maintain an NPDES permit. For example, slide 18 of the ADC staff presentation on this matter—previously agendized as "discussion" Item F-3 on the April 15, 2026 agenda, incorrectly states that "'cost recovery' is moot if we're *not responsible for operation [of the Kawai'ele Pump Station] and therefore [are] no longer under the permit.*" ADC Board Package, Agenda Item F-3, Bates No. 587 (emphasis added). This statement raises major red flags and suggests that ADC has considered another pathway to avoid its obligations under the Clean Water Act after a decade of lawsuits and proceedings before DOH—all aimed at securing regulation under a permit.

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The federal district court has made clear that the entire Mānā Plain Drainage Ditch System—which includes forty miles of drainage ditches, two pumping stations (Kawai’ele and Nōhili), and several ocean outfalls—constitutes a point source whose discharges require an NPDES permit. *NKK I*, 401 F. Supp. 3d at 1105-07. The court held that ADC’s focus on the pumping stations missed the forest for the trees and did not provide grounds to exempt the entire System from the Clean Water Act. *See id.* at 1108-09 (“The pumps focused on by the State have no water to draw, move, or ultimately discharge without the ditches purposefully built to first collect that water. . . . [T]he entire System represents the water transfer activity, not the pumps studied in isolation.”). Thus, any entity that operates the System or any portion of it must obtain an NPDES permit to comply with the Clean Water Act.

Under this legal backdrop, ADC staff’s suggestion that disclaiming responsibility for the Kawai’ele Pump Station would allow ADC to avoid its obligations and liabilities under the Clean Water Act fails for two reasons:

**First**, ADC would still be responsible for operating the many miles of ditches that feed into the Kawai’ele Pump Station, meaning that it would continue to bear responsibility for maintaining and complying with the terms of an NPDES permit for discharges from the Kawai’ele Outlet via the Kawai’ele Pump Station. After all, there would be no need for the Kawai’ele Pump Station to operate or for the Kawai’ele Outlet to discharge without ADC’s ditches, which were “purposefully built to first collect th[e] water.” *NKK I*, 401 F. Supp. 3d at 1109.

**Second**, ADC would still be responsible for operating the ditches that feed into the System’s other outfalls (including First Ditch, Second Ditch, Cox Drain, Dry Ditch, and the Nōhili Outlet via the Nōhili Pump Station), which discharge directly to the ocean. ADC would, therefore, continue to be responsible for discharges from these outfalls, which have discharged to the ocean during and after recent storm events (see photos, below). These discharges must be covered by an NPDES permit regardless of whether sand berms that normally separate the outfalls from the ocean are breached naturally or manually by ADC or some other entity.<sup>1</sup>

Thus, because ADC continues to operate many miles of unlined, earthen drainage ditches that are part of the Mānā Plain Drainage Ditch System and that channel polluted water

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<sup>1</sup> *See, e.g., Concerned Area Residents for Env’t v. Southview Farm*, 34 F.3d 114, 118 (2d Cir. 1994) (holding that manure discharges from a swale that were conveyed through a pipe and channeled to a ditch that ran off of the operator’s property and into a stream, followed by a river, constituted a point source under the Clean Water Act).

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to the System's pump stations and outfalls, it must comply with the Clean Water Act and the court's prior order mandating an NPDES permit.

**Second Ditch, March 13, 2026 (left), April 9, 2026 (right)**



**Cox Drain, March 13, 2026 (left), April 9, 2026 (right)**



**III. ADC May Require The Navy To Share In The Costs Of Permit Compliance.**

Because ADC would be responsible for maintaining and complying with an NPDES permit for discharges of the System regardless of whether it continues its contractual obligation to operate the Kawai'ele Pump Station, ADC should focus instead on ensuring that the Navy pays its fair share for permit compliance. As mentioned above, the final permit for discharges from the System took effect on October 1, 2025, and that permit will remain in place pending the contested case hearing and further proceedings before DOH. For the Kawai'ele Outlet, ADC has already violated the final permit's effluent limits for ammonia nitrogen, total nitrogen, total

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phosphorous, turbidity, and enterococcus.<sup>2</sup> Yet, to our knowledge, ADC has not implemented any measures (*e.g.*, treatment, retention basins, constructed wetlands, filtration) to bring discharges from the Kawai'ele Outlet into compliance with the final permit's terms. Given that discharges from the Kawai'ele Outlet serve the Navy's interests, ADC should seek fair compensation from the Navy for permit compliance.

#### IV. Conclusion

ADC must maintain an NPDES permit for discharges from the Mānā Plain Drainage Ditch System regardless of whether ADC continues to operate the Kawai'ele Pump Station. Surfrider and Nā Kia'i Kai urge ADC to take this into account in its decision on whether and under what conditions it should continue to operate this infrastructure. Any contrary understanding could open up yet another round of litigation, taking time and money away from tangible solutions to reduce pollution and protect West Kaua'i residents.

Mahalo for your consideration of this important matter. Please don't hesitate to contact us to discuss this matter further.

Respectfully Submitted,

/s/ Kylie Wager Cruz

Kylie Wager Cruz

Harley M. Broyles

EARTHJUSTICE

Attachment

cc:

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<sup>2</sup> EPA ECHO, Detailed Facility Report for Outfalls of the Mana Plain Drainage Ditch System, <https://echo.epa.gov/detailed-facility-report?fid=110072073116> (last visited Apr. 23, 2026).

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**GRANTING IN PART AND DENYING IN PART MOTIONS FOR  
PARTIAL SUMMARY JUDGMENT, DENYING MOTIONS TO STAY,  
AND REMANDING WITHOUT VACATUR**

County of Kauai et al. v DOH

Docket No. 2025-NPDES-1

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## I. BACKGROUND

The Parties to this docket are: (1) County of Kauai (“Kauai”); (2) State of Hawaii Agribusiness Development Corporation (“State Agribusiness”); (3) Kekaha Agriculture Association (“Kekaha Agriculture”); (4) Nā Kia’i Kai and Surfrider Foundation (together “Community Complainants”); (5) E Ola Kākou Hawai’i (Waiwaiole) and Malama:Cummings ‘Ohana God Trust© (“E Ola Kākou”); and (6) the Department of Health (“Department”).<sup>1</sup>

On August 22, 2025, the Department issued National Pollutant Discharge Elimination System (“NPDES”) permit number HI 0021952 (“Permit”), which has Kauai and State Agribusiness as co-permittees. The Permit took effect on October 1, 2025.

On September 19, 2025, State Agribusiness filed a request for a contested case hearing regarding the Permit, including State Agribusiness’ motion to stay the some of the Permit’s terms.

On September 22, 2025, E Ola Kākou filed its affidavit, verified declaration and memorandum of law requesting a stay of the Permit as to outfalls 001-003 and 005-008.

On September 30, 2025, Kekaha Agriculture filed its motion to stay the Permit conditions relating to outfalls 001-003 and 005-008 as they apply to Kauai.

On October 3, 2025, Kauai filed its motion to stay certain contested case conditions.

On October 14, 2025, the Community Complainants filed a statement of no position on Kauai’s motion to stay.

On October 21, 2025, the Department filed its opposition to Kekaha Agriculture’s and Kauai’s motions to stay.

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<sup>1</sup> In effort to make this opinion at least somewhat readable, I’ll try to minimize the use of acronyms, calling the Department of Health “the Department”, not DOH, State of Hawaii Agribusiness Development Corporation “State Agribusiness” and not ADC, Kekaha Agriculture Association “Kekaha Agriculture” and not KAA, and so on. See *Conn. Fund for Env’t, Inc. v. EPA*, 696 F.2d 169, 172 (2d Cir. 1982). Given the acronym laden field of environmental litigation, I won’t be perfect. See *Louisiana Pac. Corp. v. Beazer Materials & Servs., Inc.*, 842 F. Supp. 1243, 1246 n.1 (E.D. Cal. 1994).

On November 14, 2025, Kekaha Agriculture filed a supplemental memorandum in support of its motion to stay.

Also on November 14, 2025, State Agribusiness filed its motion for partial summary judgment and memorandum in support of its motion to stay (“State Agribusiness Motion”).

Also on November 14, 2025, Kauai filed its motion for partial summary judgment (“Kauai Motion”).

On December 5, 2025, Kekaha Agriculture filed its joinder and response in support of State Agribusiness’ motions to stay and for partial summary judgment, and Kauai’s motions to stay and for partial summary judgment.

Also on December 5, 2025, the Community Complainants filed their combined memorandum in opposition to: (1) State Agribusiness’ motions to stay and for partial summary judgment; (2) Kekaha Agriculture’s motion to stay; and (3) Kauai’s motion for partial summary judgment (“Community Complainants Opposition”).

Also on December 5, 2025, the Department filed its supplemental opposition to the motions to stay and motions for partial summary judgment (“Department Response”).

Also on December 5, 2025, Kekaha Agriculture filed its joinder and response in support of Kauai’s and State Agribusiness’ motions (“Joinder and Response”).

On December 9, 2025, the Community Complainants filed a motion to strike Part I.A.2 of the Joinder and Response. I hereby grant that motion as follows. To the extent that the Joinder and Response provides notice that Kekaha Agriculture joins Kauai’s and State Agribusiness’ arguments, it is permitted. I strike any all parts of the Joinder and Response that offer new arguments, including Part I.A.2, because those new arguments were filed after the approved deadline, which all Parties agreed to.

On December 17, 2025, I held a hearing on all pending motions for partial summary judgment and motions to stay. All Parties were present. The Department and E Ola Kākou declined their opportunity to make oral make arguments at that hearing.

## II. POSITIONS OF THE PARTIES

### A. State Agribusiness

#### 1. Partial Summary Judgment

State Agribusiness argues that the Department failed to consider all comments, in violation of Title 40 of the Code of Federal Regulations (“CFR”) part 124.11, and didn’t respond to its significant comments, in violation 40 CFR 124.17(a). In its motion for a contested case hearing, State Agribusiness also argued that the Department’s failure to make a tape recording or written transcript of the hearing available to the public violates 40 C.F.R. § 124.12(d).

#### 2. Stay

State Agribusiness also requests a stay to protect its due process rights and prevent premature enforcement of the following Permit terms, which State Agribusiness claims to be unlawful: A.1.a, A.2.a, A.3.a, A.4.a, (relating to effluent limitations and monitoring requirements) A.7 (prohibition related to potential constituents of discharge), and B (Whole Effluent Toxicity requirements).

### B. Kauai

#### 1. Partial Summary Judgment

Kauai moves for partial summary judgment on the grounds that the Department failed to respond to its significant comments, in violation 40 CFR 124.17(a).

#### 2. Stay

Kauai seeks a stay of only the Permit terms relating to Outfall Serial Nos. 001-003, and 005-008 as they apply to Kauai. Kauai argues that holding it responsible for discharge from outfalls it neither owns nor operates is arbitrary and capricious.

### C. Kekaha Agriculture

#### 1. Stay

Kekaha Agriculture does not move for partial summary judgment but instead joins the motions of State Agribusiness and Kauai. Kekaha Agriculture seeks a stay of the Permit’s contested conditions, i.e., (1) the co-permittee approach; (2) using NPDES to regulate nonpoint source discharges; (3) that the Permit covers runoff from non-permittee land; (4) the Permit’s monitoring, sampling and reporting requirements; and (5) the Permit’s

lack of a compliance schedule. Kekaha Agriculture argues that there is good cause for a stay to prevent irreparable harm in the form of civil penalties that could cripple farmers' ability to produce food and conduct vital research, pushing Hawaii further away from its food security goals.

Kekaha Agriculture also argues that if it were subject to an injunction based on the Permit, that would limit its members' ability to maintain ditches, waterways and risk catastrophic flooding. Kekaha Agriculture also argues that the public interest supports a stay because a stay will prevent wasting public resources on seeking compliance with a presumptively invalid permit. Kekaha Agriculture requests that a stay not apply to any authorization to discharge.

### **D. Community Complainants**

#### **1. Partial Summary Judgment**

The Community Complainants argue that the Department responded to all significant comments and the comments the Department did not respond to were not significant. The Community Complainants therefore oppose granting the motions for partial summary judgment.

#### **2. Stay**

The Community Complainants argue that under either the standard in the Hawaii Rules of Civil Procedure Rule 72, or under any other standards, no party has shown good cause to stay the Permit in its entirety. The Community Complaints state that they don't oppose staying the Permit terms that make Kauai responsible for discharges from Outfall Serial No. 001-003, and 005-008.

### **E. The Department**

#### **1. Partial Summary Judgment**

The Department opposes State Agribusiness' and Kauai's motions for partial summary judgment.

#### **2. Stay**

The Department opposes State Agribusiness', Kauai's, and Kekaha Agriculture's motions to stay.

## F. E Ola Kākou

### 1. Stay

E Ola Kākou did not state a position on the motions for partial summary judgment. E Ola Kākou requests a stay of the Permit as to outfalls 001-003 and 005-008 until: (1) a lawful Functional Equivalent of Direct Discharge analysis is completed, (2) all responsible polluting entities are joined; (3) infeasible numeric effluent limits are replaced with best management practices; and (4) a lawful compliance schedule is issued. E Ola Kākou did not further explain its reasons for this request in its original filing, in subsequent written filings, or at the hearing.

## III. STANDARDS OF REVIEW

### A. Summary Judgment

Rule 56(c) of the Hawaii Rules of Civil Procedure states that summary judgment must be rendered when it is clear “that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Rule 56(e) of the Hawaii Rules of Civil Procedure states that “an adverse party may not rest upon the mere allegations or denials” and instead “must set forth specific facts showing that there is a genuine issue for trial.” If it does not, “summary judgment, if appropriate, shall be entered against the adverse party.” In ruling on a motion for summary judgment, all evidence and inferences must be viewed in the light most favorable to the non-moving party.<sup>2</sup> “Only when the moving party satisfies its initial burden of production does the burden shift to the non-moving party to respond to the motion for summary judgment and demonstrate specific facts, as opposed to general allegations, that present a genuine issue worthy of trial.”<sup>3</sup>

### B. Public Hearing Requirements

40 CFR § 124.12(d) states “A tape recording or written transcript of the [public] hearing shall be made available to the public.” HAR § 11-55-13, Hawaii’s equivalent rule on public hearings, does not contain such a requirement.

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<sup>2</sup> See *French v. Hawaii Pizza Hut, Inc.*, 105 Haw. 462, 466, 99 P.3d 1046, 1050 (2004) (hereinafter “French”).

<sup>3</sup> *French*, 105 Haw. at 470.

### C. Comments

40 CFR § 124.11 states “All comments shall be considered in making the final decision and shall be answered as provided in § 124.17.” HAR § 11-55-09(b) states “[a]ll written comments submitted during the thirty-day comment period shall be retained by the director and considered in the formulation of the director's final determination with respect to the NPDES permit application.”

40 CFR 124.17(a)(2) states that the agency response to comments must “[b]riefly describe and respond to all significant comments on the draft permit raised during the public comment period, or during any hearing.” HAR § 11-55-09(b) states “[t]he director shall respond to comments, at a minimum, when and as required by 40 CFR §§ 124.17(a) and (c).”

#### 1. Standard for Significance

“[C]omments must be significant enough to step over a threshold requirement of materiality before any lack of agency response or consideration becomes of concern. The comment cannot merely state that a particular mistake was made . . . ; it must show why the mistake was of possible significance in the results . . . . Indeed, administrative proceedings should not be a game or a forum to engage in unjustified obstructionism by making cryptic and obscure reference to matters that ‘ought to be’ considered and then, after failing to do more to bring the matter to the agency's attention, seeking to have that agency determination vacated on the grounds that the agency failed to consider matters ‘forcefully presented.’”<sup>4</sup> This threshold of materiality standard is satisfied when comments are presented in a way which could reasonably have permitted the agency to examine those contentions.<sup>5</sup>

#### 2. Standard for Sufficiency

A response to a comment is sufficient if that response succinctly addresses the essence of and adequately encompasses the issue the commenter raised.<sup>6</sup>

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<sup>4</sup> *Vermont Yankee Nuclear Power Corp. v. Nat. Res. Def. Council, Inc.*, 435 U.S. 519, 553-554, 98 S. Ct. 1197, 1216-1217 (1978).

<sup>5</sup> *Adams v. U.S. EPA*, 38 F.3d 43, 51 (1st Cir. 1994).

<sup>6</sup> See *In Re Circle T Feedlot, Inc., Morgan Feedlot LLC, Sebade Feedyard, & Stanek Brothers*, 2010 WL 3295104, at \*23 (hereinafter “*Circle T Feedlot*”).

### 3. Burdens of Proof

All persons, including applicants, who believe any condition of a draft permit is inappropriate or that the Director's tentative decision to deny an application, terminate a permit, or prepare a draft permit is inappropriate, must raise all reasonably ascertainable issues and submit all reasonably available arguments supporting their position by the close of the public comment period (including any public hearing) under 40 CFR § 124.10.<sup>7</sup>

Permit issuers “are not expected to be prescient in their understanding of vague or imprecise comments;” rather, “commenters must present issues with sufficient specificity to apprise the permit issuing authority of the issues being raised.”<sup>8</sup> Hawaii Revised Statutes (“HRS”) § 91-10(5) provides that: “Except as otherwise provided by law, the party initiating the proceeding shall have the burden of proof, including the burden of producing evidence as well as the burden of persuasion. The degree or quantum of proof shall be a preponderance of the evidence.”

#### D. Motions to Stay

Neither HRS Chapter 342D nor Hawaii Administrative Rules (“HAR”) Chapters 11-1, 11-5 or 11-54 provide a standard for granting stays in contested case proceedings. Although HRS § 342D-6 grants the “the director [of health] or an environmental court” discretion to stay a permit, a motion to stay is a motion not to be decided by inclination, but by judgment guided by sound legal principles.<sup>9</sup> I believe those sound legal principles are found in HRS § 91-14(c) and HRS § 91-10(5).

HRS § 91-14(c) provides a standard for judicial review of contested cases, and specifically whether a reviewing court may issue a stay. That standard binds reviewing courts. I see no reason to use a different standard than the one a court reviewing this Order would have to use. I will modify HRS § 91-14(c)'s standard slightly to account for

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<sup>7</sup> See 40 CFR § 124.14 (emphasis added).

<sup>8</sup> *In Re Penneco Environmental Solutions, LLC*, 2024 WL 4920607, at \*11 (hereinafter “*Penneco*”).

<sup>9</sup> See *Nken v. Holder*, 556 U.S. 418, at 434, (quoting *United States v. Burr*, 25 F. Cas. 30, 35 (C.C.D. Va. 1807)).

the fact that the pending motions to stay are before an administrative tribunal as part of a contested case proceeding, and not yet before a reviewing court, as follows.

Consistent with HRS § 91-14(c), I will grant a stay if the movant can show: (1) There is likelihood that the movant will prevail on the merits of its contested case; (2) Irreparable damage to the movant will result if a stay is not ordered; (3) No irreparable damage to the public will result from the stay order; and (4) Public interest will be served by the stay order.<sup>10</sup>

## IV. DISCUSSION

### A. Partial Summary Judgment

Most of the arguments around summary judgment, both at the hearing and in briefs, focus on whether the Department sufficiently responded to significant comments. That is, did the Department's responses comply with 40 CFR § 124.17(a)(2)? But State Agribusiness raises two separate arguments for summary judgment: (1) that the Department failed to consider all comments, violating 40 CFR § 124.11; and (2) that the Department failed to make available to the public a recording or written transcript of the hearing, violating 40 CFR § 124.12(d). I'll address those two arguments first. I'll then proceed to the significance and sufficiency arguments, where I'll evaluate each disputed comment to determine if it is significant. For every significant comment, I'll determine if the Department's response is sufficient.

Because these arguments come in motions for partial summary judgment, I will view all evidence in the light most favorable to the non-moving party, i.e., the Department. But, as Kauai correctly points out, if the movants have met their initial burden of production, then the burden shifts to the Department to set forth specific facts showing that there is a genuine issue of fact.

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<sup>10</sup> This standard closely mirrors the federal standard, which considers "(1) whether the stay applicant has made a strong showing that he is likely to succeed on the merits; (2) whether the applicant will be irreparably injured absent a stay; (3) whether issuance of the stay will substantially injure the other parties interested in the proceeding; and (4) where the public interest lies." *Nken*, 556 U.S. at 434 (quoting *Hilton v. Braunskill*, 481 U.S. 770, 776 (1987)).

### 1. Did the Department Fail to Consider all Comments?

40 CFR § 124.11 states “All comments shall be considered in making the final decision and shall be answered as provided in § 124.17.” State Agribusiness alleges that DOH didn’t consider all comments on the revised draft permit (also referred to as the updated proposed permit). State Agribusiness bases its argument on DOH’s statement in “Response to May 12, 2025 Public Hearing Written Comments Received on the revised Draft NPDES Permit” which is attached as Exhibit 4 (“Exhibit 4”) of State Agribusiness’ motion.

State Agribusiness’ argument comes in three parts. First, in Exhibit 4 the Department provided a list of “all public comments received, reviewed, and considered on the revised Draft Permit when issuing the Final Permit.” Second, that list of public comments in Exhibit 4 does not include State Agribusiness’ public comments filed on May 9, 2025. Third, this absence is an admission by the Department that it did not consider State Agribusiness’ May 9, 2025 comments in making its final decision. Those three things add up to the Department failing to comply with 40 CFR § 124.11, which requires it to consider all comments in making its final decision. This evidence satisfies State Agribusiness’ burden of production in the summary judgment framework, thereby shifting the burden to the Department to set forth specific facts showing that there is a genuine issue for trial.

The Department’s brief does not address State Agribusiness’ argument. Nor does the Community Complainants’ brief in opposition to the motions for partial summary judgment. Neither the Department nor the Community Complainants opposed this argument at the hearing on these motions. In other words, the Department did not carry its burden to set forth specific facts.

Even viewing the available evidence in the light most favorable to the Department, I see no evidence or argument that the Department considered State Agribusiness’ May 9, 2025, comments. I agree with State Agribusiness that the absence of its comments from Exhibit 4 is tantamount to an admission by the Department that it did not consider those comments. This does not comply with 40 CFR § 124.11. Therefore, I find that State Agribusiness is entitled to summary judgment as a matter of law on this argument.

### 2. Did the Department Fail to Provide a Recording or Transcript?

State Agribusiness alleges that the Department held a public hearing on May 12, 2025, but did not record or transcribe the hearing, and thus did not make a transcription or recording available to the public. In its request for a contested case hearing, State

Agribusiness claims that this failure violates 40 CFR § 124.12(d). In its memorandum in support of its motion for partial summary judgment, State Agribusiness restates the claim but not the argument that the failure to make a transcription or recording available violates 40 CFR § 124.12(d). The Department's brief does not address this issue.

The Community Complainants' brief in opposition to the motions for partial summary judgment, in footnote 4, explains that 40 CFR § 124.12(d) does not apply to the Department because it is clearly excluded by 40 CFR § 123.25(a).

40 CFR § 123.25(a) states:

All State Programs under this part must have legal authority to implement each of the following provisions and must be administered in conformance with each, except that States are not precluded from omitting or modifying any provisions to impose more stringent requirements: . . . (30) § 123.12(a) – (Public hearings)[.]

In 40 CFR § 123.25(a)'s long list of federal provisions that apply to State Programs, 40 CFR § 124.12(d) does not appear. Its absence means that federal regulations do not require State Programs to implement 40 CFR § 124.12(d). Hawaii has apparently chosen not to adopt a similar requirement to record or transcribe public hearings in the relevant rules, HAR § 11-55-13.

Therefore, to the extent that State Agribusiness maintains its 40 CFR § 124.12(d) argument as part of its motion for partial summary judgment, I find that State Agribusiness has failed to carry its burden and is not entitled to summary judgment on this issue.

### 3. Did the Department Respond Sufficiently to Significant Comments?

To analyze whether the Department responded sufficiently to significant comments, I must first determine if a comment is significant. If a comment is not significant my inquiry ends. If I determine that a comment is significant, then I must determine if the response was sufficient.

This process will again follow the burden shifting analysis in *French*. The analysis can go three ways: (1) I find that a comment is not significant, which means the movant has not carried its burden and so is not entitled to summary judgment; (2) I find that a comment is significant and then find the Department's response is sufficient, which means that both the movant and the Department carried their respective burdens and the movant is not entitled to summary judgment; and (3) I find that a comment is significant and the

Department's response is not sufficient, which means that the movant has carried its burden and the Department has not and the movant is entitled to summary judgment.

State Agribusiness asserts that the Department did not sufficiently respond to the following comments: (1) the co-permittee approach and outfall responsibility; (2) exempted discharges; (3) effluent data; and (4) expansive effluent limit parameters.

Kauai asserts that Department did not sufficiently respond to the following comments: (1) the co-permittee approach (2) outfall responsibility; (3) flow rates and penalty calculations; (4) failure to promulgate rules; (5) technology-based effluent limitations; (6) procedural irregularities; (7) best management practices; and (8) various factual and legal inaccuracies in the permit.

#### 4. Which Comments Are Significant?

Co-permittee Approach and Outfall Responsibility, State Agribusiness. According to State Agribusiness, its comments explained to the Department that the co-permittee approach makes it responsible for discharges from outfalls that it neither owns nor operates. State Agribusiness argues that its comments told Department that it failed to identify the effluent limitations or other permit conditions that apply to each operator, in violation of 40 CFR 122.26(a)(6)(iii). State Agribusiness argues that the Department failed to respond to these significant comments in any way.

I find this comment to be significant because it suggested a different approach – two separate permits – instead of the Department's chosen one permit with two co-permittees. If the Department agreed with this comment, then it would have issued two separate permits, which would obviously change the outcome, i.e., one permit. Because this comment raised an issue that could change the final permit, I find this comment to be significant.

Exempted Discharges. According to State Agribusiness, its comments argue that the Department could not regulate discharges from agricultural stormwater and irrigation return flows because they are not point sources under 33 United States Code ("USC") § 1362. A comment suggesting that a draft permit regulated discharges without the legal authority to do so could surely impact the final permit by making it comply with federal law. Because this comment raised an issue – i.e., which discharges the permit regulates – that could change the final permit – by specifying or changing discharges the permit regulates – I find this comment to be significant.

Effluent Data. State Agribusiness argues that there is no discussion of this extensive set of effluent data State Agribusiness provided in its Final Response to Comments. This data set is included as an exhibit to State Agribusiness's motion as Exhibit 5 – a cover letter that accompanied the data) and Exhibit 5-2 – twenty data files that comprise over 4,000 pages of data, and a table that summarizes and organizes that data by location of where samples were taken, when they were taken what levels of various contaminants were found, 30 measurement types and weather conditions when the approximately 297 samples were taken.

It's hard to imagine that such copious data had no potential to change the outcome of the final permit. It seems obviously material. But when viewing the data in the context of the comment that accompanied it, that materiality vanishes. The comment that accompanied the data stated “[t]he following documents are included on the electronic storage device enclosed.” In simpler words: here are some data files. There is no suggestion about how the Department should use the data, or how the data might require the Department to change the draft permit.

As 40 C.F.R. § 124.13 and *Penneco* make clear, the burden is on the commenter to tell the Department what it wants. A mountain of data, on its own, does not clear the threshold of materiality, no matter how useful the data might be. If State Agribusiness wanted the Department to do something specific with that data, all it had to do was say so. For example, if State Agribusiness' cover letter had said: “please use this data to conduct a reasonable potential analysis,” this comment would have been significant. But because the effluent data was filed without any instruction, request, or argument about what to do with it, I find that it is not a significant comment.

Expansive Effluent Limit Parameters. State Agribusiness argues that “it is unclear why the Permit establishes “excessive and unnecessary” effluent limits and monitoring requirements without any quantitative reasonable potential analysis. State Agribusiness' comments further explain its belief that the monitoring requirements must be limited to ensuring compliance, and so must clearly specify what action the permittee must take or not take to comply.

It is clear to see that these comments are significant because they propose changing the Permit's effluent limits and monitoring requirements, which could dramatically affect what the permittees must do to comply. Because these comments seek major changes to the Permit, I find them to be significant.

Co-permittee Approach, Kauai. Like State Agribusiness, Kauai submitted comments on the Permit's co-permittee approach. Kauai argues that its ditch system – the Kikiaola Harbor Drain System – is distinct from State Agribusiness' Mānā Plain Drainage Ditch System, and therefore requires its own unique NPDES permit. By suggesting a different approach – two separate permits instead of one permit with two co-permittees – Kauai proposed a different approach that, had the Department agreed with it, would have resulted in two separate permits instead of one. This would obviously change the Permit. Because this comment raised an issue that could change the Permit, I find this comment to be significant.

Outfall Responsibility. According to Kauai, its comments argue that the Department should treat Kauai's outfalls as part of a "chain of point sources" or "multiple, linked point sources" that could but not necessarily would be the "functional equivalent of a direct discharge." Kauai argues that these comments are significant because discharge of county waters into certain outfalls would only be indirect – via overtopping and then travel through other owners' ditch systems – and therefore would not be the functional equivalent of direct discharge, meaning there would be no basis for holding Kauai responsible for the total discharge from outfalls that it could only contribute to indirectly. The theme of this comment – that Kauai shouldn't be responsible for outfalls it does not control – shows up in other comments, including those related to direct discharges from numerous polluting operations that take place on or adjacent to State Agribusiness' property, and the Department's decision not to include certain State and non-State entities as co-permittees. Because each of these comments could affect the final outcome, including changing who the permittees are and who is responsible for various discharges, I find these comments to be significant.

Flow Rates and Penalty Calculations. In its comments, Kauai argues that the Department did not respond to concerns about how it would account for previously reported flow rates when imposing penalties. Kauai's concern is that it employed a different methodology for determining flow rates that State Agribusiness, and that flow rates for all outfalls should be calculated the same way to ensure that any penalties would be calculated consistently. The Community Complainants argue that these comments are not significant because the methodology for estimating flow rates is not relevant to any limitations in the Permit. Kauai understands that the Revised Permit contains no flow limits.<sup>11</sup>

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<sup>11</sup> Kauai Motion, Exhibit 1 at 50, Comment 22, stating "The County understands that the Revised Permit contains no flow limits and agrees that imposing flow limits would be impractical."

If flow rates affect how penalties are calculated, then this comment would surely be significant. But as Kauai admits, the Revised Permit contains no flow limits. If the Permit doesn't contain flow limits, it's hard to see how the Department could use flow limits to calculate any penalties for unpermitted discharges. Moreover, because no enforcement actions have yet been taken, the reasonableness of any hypothetical penalties is purely speculative. This is all far away from the question at hand: whether Kauai's comments and questions about flow rates are significant. Because there is no basis in the Permit to calculate penalties based on flow rates, I find that they are not.

Failure to Promulgate Rules. In its comments, Kauai argues that the Department may not employ its co-permittee approach without promulgating administrative rules that define: (1) when to make NPDES permit applicants co-permittees; (2) when to make an entity subject to an NPDES permit it did not apply for; (3) when to make an entity subject to an NPDES permit for a facility it does not own or operate; and (4) when to make an entity responsible for outfall when there is no substantial evidence that the entity's discharge actually reaches the outfall.

These comments do not suggest a change to the Permit. They suggest that the Department must promulgate rules that would be separate from (but would govern) the Permit. This is basically another avenue for Kauai to advance its argument against the Department's co-permittee approach. But instead of suggesting a direct change to the Permit, these comments suggest that the Permit itself is not valid absent accompanying administrative rules. Because they suggest the Permit is not valid, I find these comments are significant.

Technology-Based Effluent Limitations. Kauai's comments state that technology-based effluent limitations are mandatory under 33 USC § 1311(b)(1) and 40 CFR § 122.44(a)(1) and that the Permit should use them for that reason, and also to guide permittees regarding compliance. This comment is clearly significant because it asks the Department to amend the Permit.

Procedural Irregularities. Kauai questioned the procedures the Department used during the comment period, and the legal basis for doing so. Kauai also asks why the Department didn't make certain comments available on its public website. Kauai also used its comments to share its concern that the Department was acting in an arbitrary and capricious manner. These comments are all directed at the procedure used to issue and finalize the Permit, and that they may undermine the Permit. Although none of them suggest anything that might change the Permit's terms or substance, they put the Department on notice that the Permit's legal foundation may not be sturdy. If Kauai is

correct, then the Permit might be invalid. That is a material concern, and I therefore find these comments significant.

Best Management Practices. Kauai questioned why the Department did not employ best management practices to control or abate pollutant discharge when numerical limits are infeasible. Kauai argues that the Permit's limits for enterococcus and turbidity are infeasible. Kauai requests that the Department replace infeasible numeric limitations in the Permit with best management practices, as allowed by 40 CFR § 122.44(k)(3). These comments are significant because they ask the Department to amend the Permit to replace numeric limitations with best management practices.

Factual and Legal Inaccuracies in the Fact Sheet. Kauai's comments allege a number of factual or legal inaccuracies in the Permit's Fact Sheet. For convenience I will identify each comment with the same number that Kauai uses in its Motion and Exhibit 1 to its Motion.

Comment 1 alleges that a factual inaccuracy in Permit's Fact Sheet could create a false impression about facility ownership. Kauai proposes a change to the Fact Sheet to correct the inaccuracy. Because this comment proposes a specific change to the Permit's Fact Sheet, I find the comment significant.

Comment 2 also alleges that a factual inaccuracy in Permit's Fact Sheet could create a false impression about facility ownership. Kauai proposes a change to the Fact Sheet to correct the inaccuracy.

Comment 3 alleges a factual inaccuracy in the Permit regarding how Kauai came to own a certain parcel of land and proposes specific language to correct the Permit. Although Kauai does not state how this alleged inaccuracy could affect the Permit, Kauai proposes a specific change to the Permit. I find this comment to be significant.

Comment 5 argues that the Department did not cite any legal authority to support the co-permittee approach and requests the addition of explanatory language to the Permit. Because this comment proposes a specific change to the Permit's language, I find the comment significant. Because the change relates to Kauai's larger concerns about the co-permittee approach, I will look to the Department's responses to this issue as a whole to determine if the response is sufficient.

Comment 6 argues that the Permit's Fact Sheet creates false impression regarding who is responsible for certain activities that could result in regulated discharge. Because this

comment proposes a specific change to the Permit's Fact Sheet, I find the comment significant. Because the change relates to Kauai's larger concerns about not being held responsible for outfalls it doesn't control, I will look to the Department's responses to this issue as a whole to determine if the response is sufficient.

Comment 9 argues that footnote 8 in Table F-6 on pages 10-11 of the Permit's revised Fact Sheet should only apply to Kauai's discharge figures, and not to State Agribusiness' discharges from First Ditch and Second Ditch. It also requests that the Department correct an error in footnote 5 in Table F-6. Because this comment proposes specific changes to the Permit's revised Fact Sheet, I find the comment significant.

Comment 10 argues that Table F-6 of the Permit's revised Fact Sheet must include the quantity of discharge for Nohili Outlet, Cox Drain, and Mill Drain, as required by 40 CFR § 124.8(b)(2). Because this comment proposes a specific change to the Permit's Fact Sheet, and because it argues that the Permit does not meet a legal requirement, I find the comment significant.

Comment 11 argues that Table F-6 must state the "rate or frequency of proposed discharge" for Mill Drain, as required by HAR 11-55-10(b)(2). Because this comment proposes a specific change to the Permit's Fact Sheet, I find the comment significant.

Comment 12 argues that if the Department had no discharge data for Nohili Outlet, Cox Drain, and Mill Drain, it should have required such information from the owners and operators of these outfalls. This comment does not propose a specific change to the Permit. But it raises a clear concern about the process of finalizing the Permit, I find this comment is significant. Because it relates closely to Comment 10, I will consider this comment as part of the Department's response to Comment 10.

Comment 13 argues that if the Department makes any changes to the Fact Sheet that report flow rates for Nohili Outlet, Cox Drain, and Mill Drain, those changes must specify the methodology used including calculations, inputs, and assumptions, to make it clear that the methodology was different than what was used to calculate flow rates from other outfalls. This comment proposes a specific change to the Permit, albeit a change that is contingent upon other changes that haven't been made. I find it is significant, and because it relates closely to Comment 10, I will consider this comment as part of the Department's response to Comment 10.

Comment 15 argues that page 11 of the revised Fact Sheet gives the false impression that Kauai manages serial outfalls that it does not, and requests changes to the revised

Fact Sheet to more clearly state Kauai's actual responsibilities. Because this comment proposes a specific change to the revised Fact Sheet, I find the comment significant.

Comment 16 argues that no court decisions require an NPDES permit for Dry Ditch, but the Permit does at page 18. Kauai argues that the Permit should omit Dry Ditch. Because this comment proposes a specific change to the revised Fact Sheet, I find the comment significant.

Comment 17 argues, essentially in the alternative to Comment 16's argument, that if the Department doesn't omit Dry Ditch, it should add language to the Permit that explains the legal authority and factual basis for doing so. Because Comment 17 requests a change to the Permit I find this comment significant. Because it relates closely to Comment 16, I will review the Department's response in context of its response to Comment 16.

Comment 18 makes the same arguments about Mill Drain as Comments 16 and 17 make about Dry Ditch. Although this comment does not propose a specific change to the Permit, it relates closely to Comment 16, which does. I therefore find this comment significant and will review the Department's response in context of its response to Comment 16.

Comment 19 argues that the revised Fact Sheet gives a false impression that the Federal District Court made determinations about co-mingling discharges and suggested alternative language. Because this comment proposes a specific change to the Revised Fact Sheet, I find the comment significant.

### 5. Are the Department's Responses Sufficient?

Having determined which comments are significant, I will now determine if the Department's response to each significant comment is sufficient. As discussed above, my finding that a comment is significant shifts the burden to the Department, or other non-moving party to set forth specific facts. Consistent with *Circle T Feedlot*, these facts must show that the Department's response succinctly addresses the essence of and adequately encompasses the issue raised.

Co-permittee Approach, State Agribusiness. The Department extensively explained its co-permittee approach in its Response to Public Comments on the Draft NPDES Permit and Fact Sheet for the Mānā Plain Discharge Permit (HI 0021940/0021945) ("Department Response") attached as Exhibit M ("Exhibit M") to the Community Complainants' Brief. Section 11 of the Department Response explains that the Permit applies to a broad set

of conditions, including storm events where berms could be overtopped, which could cause stormwater from State Agribusiness and Kauai to commingle and discharge through an outfall owned and operated by either co-permittee. In contrast to State Agribusiness' and Kauai's suggested approach that they each should only be responsible for the outfall(s) they own and operate; the Department focused instead on the co-permittee's commingled stormwater that could discharge through any outfall. The Department also emphasizes that neither State Agribusiness nor Kauai states that it only ever discharges to outfalls they individually own and operate, nor do they state that they never, under any circumstances, discharge to outfalls that they don't own and operate.

I find the Department's reasoning to be clear, and that it succinctly addresses and adequately encompasses the issues raised. Therefore, I find the Department's response to this comment to be sufficient. Because the Department carried its burden, State Agribusiness is not entitled to summary judgment on this issue.

Exempted Discharges. The Department explains why it chose to regulate discharges under an NPDES permit, despite State Agribusiness' argument that it doing so is inconsistent with 33 U.S.C. § 1362. The Department's reason is clear and simple. It is regulating the discharges under an NPDES permit because a Federal Court ordered it to do so. Whether that Federal Court order is consistent with 33 U.S.C. § 1362 is an interesting question, but it is one that I have no authority to answer. Thankfully, I don't need to. All I need to do here is look at the Department's response, and I find that it succinctly addresses and adequately encompasses the issue raised. Therefore, I find the Department's response to this comment is sufficient, and State Agribusiness is not entitled to summary judgment on this issue.

Effluent Limit Parameters. To explain why it required certain effluent limits, and why it required certain monitoring requirements, the Department says the Fact Sheet describes its rationale. The Department did not cite to any particular section of the Fact Sheet. This answer forces the reader to confront the Fact Sheet's 49 single spaced pages, appendices excluded, in search of details. Although this task seems daunting, at first, the Fact Sheet, provided as Exhibit 8 to State Agribusiness' Motion, is helpfully organized with a table of contents and clearly labeled subject headings.

Section D is titled Rationale for Effluent Limitations and Discharge Specifications. Although it took some effort, I was able to find the Department's rationale for its effluent limits in Section D. 4, on page 30. The Department explains that due to the wide variety of activities on and abutting the Facilities, and the proven presence of various pollutants

associated with discharges from those activities, it found a reasonable potential for the discharges to cause or contribute to an exceedance of water quality standards for a variety of pollutants. In short, the Department based its effluent limitations on its reasonable potential analysis.

Section E is titled Rationale for Monitoring and Reporting. In Section E 1.a., the Department States this monitoring for discharges with limits in the Permit will generate compliance data that will help ensure compliance with limits set, and to perform reasonable potential analysis for future permit renewals. In Section E 1.b., the Department explains its rationale for monitoring for discharges without limits in the Permit. Flow requirements will be used to characterize effluent and determine maximum discharge rates, and duration requirements will determine the approximate volume discharged during flood conditions.

Now that wasn't so bad. Could the Department have made finding its responses to these comments a bit easier? Surely. Did the Department sufficiently respond to these comments? Clearly. Because I find the Department's response to these comments is sufficient, State Agribusiness is not entitled to summary judgment on this issue.

Co-permittee Approach and Outfall Responsibility, Kauai. Although Kauai makes distinct comments on the co-permittee approach and outfall responsibility, while State Agribusiness' comments on both subjects are commingled, Kauai's and State Agribusiness' comments share a common essence. As discussed above, the Department's response to State Agribusiness' comments on this subject is sufficient. For those same reasons, I find the Department's response to Kauai's comments on this subject is sufficient. Therefore, Kauai is not entitled to summary judgment on this issue.

Failure to Promulgate Rules. Kauai's argument here is, essentially, that the co-permittee approach is illegal without accompanying administrative rules. Because the comment is significant, it requires the Department to explain how its approach is legal, absent administrative rules. I searched the record but could not find the Department's response. It is possible the Department issued a response that succinctly addresses the essence of and adequately encompasses the issue raised in these comments. But at this stage of summary judgment, it's the Department's burden to show how its response is sufficient. Perhaps the Department could have done so at the hearing on these motions, but it elected not to make an argument. The Department could have filed its own version of the Community Complainants' Table 1 to help guide me. It did not. If it had done either, the result here might be different.

I could not find a response to these comments that addresses their essence or encompasses their issues. So, I must find the Department failed to carry its burden to show that it sufficiently responded to them. Therefore, Kauai is entitled to summary judgment on this issue.

Technology-Based Effluent Limitations. Kauai's comment has two parts: (1) federal law requires technology-based effluent limitations and (2) such specific limitations would help permittees understand how to comply with the Permit. The Department's response to these comments is in part 44 of Exhibit M. It says, basically, that the Permit identifies specific numeric limits for every pollutant that has an applicable water quality criterion in HAR 11-54, and those numeric limits are more stringent than technology-based ones. According to the Department, the Permit therefore complies with applicable state and federal requirements, and a court order.

Could the Department have more thoroughly explained its interpretation of federal law? Yes. But in the context of summary judgment, it is not my job to determine whose interpretation of federal law is correct. My job is to determine if the Department's response succinctly addresses the essence of and adequately encompasses the issue raised. I find that it does because it offers an alternative interpretation of federal law and points to the desired numeric limitations. Because the Department has carried its burden, I find that Kauai is not entitled to summary judgment on this issue.

Procedural Irregularities.

Kauai's comments here ask the Department to explain the comment procedures it used during the public comment period, and how those procedures are legal. Although I searched, I could find nothing in the Department's responses that speaks to these specific concerns. Again, a sufficient response could exist somewhere in the record, but it's the Department's burden to tell me where to find it. It did not. Therefore, I find that Kauai has carried its burden, the Department has not, and Kauai is entitled to summary judgment on this issue.

Best Management Practices. Kauai's comments say, basically, the Permit's turbidity and enterococcus limits are infeasible, and therefore the Department should use best management practices instead.<sup>12</sup> I struggled to find the Department's response to these comments.

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<sup>12</sup> See Kauai Motion Exhibit 1, Comments 58, 59, and 61.

First, I looked to the Community Complainants Opposition indispensable Table 1. I then searched the Exhibits M and Q of the Community Complainants Opposition. I found ample response to the comments on technology-based limitations, but nothing about how the enterococcus and turbidity limits are feasible, or why best management practices are not appropriate. I also dove into Exhibits 4 and 8 of the State Agribusiness Motion but came up empty-handed. The closest thing I could find was discussion of how the Department arrived at its specific effluent limits. I suppose I could squint at this discussion and surmise the Department's response to be, essentially, we explained how we arrived at the effluent limits, so that means, ipso facto, that those limits are feasible. Even if I were inclined to do that, I'm not confident I could say that such a response is sufficient.

It is possible the Department issued a response that succinctly addresses the essence of and adequately encompasses the issue raised in these comments. Perhaps a truly perspicacious reader could find that response somewhere in "the train of responses spanning years" that comprise "the voluminous record[.]"<sup>13</sup> But at this stage of summary judgment, it's the Department's burden to locate that putative response. It did not.

I could not find a response to these comments that addresses their essence or encompasses their issues. So, I must find the Department failed to carry its burden to show that it sufficiently responded to them. Therefore, Kauai is entitled to summary judgment on this issue.

Factual and Legal Inaccuracies in the Fact Sheet. For convenience I will again identify each comment with the same number that Kauai uses in its brief and Exhibit 1 to its brief. Comment 1. Kauai asks the Department to not list Kauai and State Agribusiness on the same line in Table F-2 as "Facility owners" and proposes alternative language. The final Fact Sheet, attached as Exhibit 8 to State Agribusiness' Motion, makes clear that the Department did not adopt Kauai's requested changes. The only mention I could find of the Department making a change to Table F-2 references inserting the NAICS Code 111998 and is unrelated to this comment.<sup>14</sup> Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

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13 Department Response at 3.

14 See Exhibit M at PDF page 129, response 145.

Comment 2. Kauai asks the Department to change Table F-2 to separate “Public Municipal” ownership into separate rows, one for Public State/Public Federal owners, and another for Public Municipal owners. The final Fact Sheet makes clear that the Department did not adopt Kauai’s requested changes. As discussed above, the only mention I could find of the Department making a change to Table F-2 references inserting “NAICS Code 111998” and is unrelated to this comment. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 3. Kauai asks the Department to clarify how the Waimea 400 property was transferred to correct an inaccurate statement. The final Fact Sheet makes clear that the Department did not adopt Kauai’s requested changes. The Department responded to this comment in its response to Comments 52 and 58, saying “[t]he DOH acknowledges this comment.”<sup>15</sup> This acknowledgement might be helpful to support a claim that the Department considered these comments. But mere acknowledgement is not a response. A sufficient response would either explain what changes the Department made as a result of the comment, or explain why the Department made no changes. I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 5. Kauai asks the Department to provide language in the Permit that demonstrates the legal authority for the co-permittee approach. As discussed above, the Department responded extensively to Kauai’s concerns about the co-permittee approach and its legality.<sup>16</sup> I therefore find that the Department carried its burden to show that it sufficiently responded to this comment. Kauai is not entitled to summary judgment on this issue.

Comment 6. Kauai asks the Department to remove the term “in the area of the Facilities” on page 7 of the Permit’s revised Fact Sheet, because it finds the term vague and potentially confusing. The final Fact Sheet makes clear that the Department did not adopt Kauai’s requested changes. I could find no response or explanation from the Department. Because I could find no response to this comment, I find the Department failed to carry

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15 Exhibit M PDF pages 49-50, response 52, and PDF page 55, response 58.

16 See Exhibit M PDF pages 10-16, responses 11 and 12.

its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 9. Kauai asks the Department to make changes to two footnotes in the revised Fact Sheet's Table F-6. Kauai argues that: (1) footnote 8 should only apply to Kauai's discharge figures; and (2) footnote 5 should be revised. The final Fact Sheet makes clear that the Department did not adopt Kauai's requested changes. I could find no response or explanation from the Department. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue. This finding only applies to the Department's failure to either adopt the proposed footnote changes or explain why it did not. It does not apply to the larger set of comments regarding flow rates, which as discussed above, the Department responded to sufficiently.

Comment 10. Kauai asks the Department to revise Table F-6 of the revised Fact Sheet to include the quantity of discharge for Nohili Outlet, Cox Drain, and Mill Drain. The Department did not make Kauai's requested changes. I could find no response or explanation of why not. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 11. Kauai asks the Department to revise Table F-6 of the revised Fact Sheet to state the "rate or frequency of proposed discharge" for Mill Drain. The Department did not make Kauai's requested change. I could find no response or explanation of why not. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 12. Kauai asks the Department to acquire discharge data for Nohili Outlet, Cox Drain, and Mill Drain. As explained above, this comment is significant, and the response to it will likely relate to the response to Comment 10. If the Department explains, in responding to Comment 10, that it did not have the discharge data, then it must also explain why it did not acquire it. If instead, the Department's responds to Comment 10 explaining that such data was not necessary, then the Department needs not further explain why it did not acquire this data.

Comment 13. Kauai asks that if the Department revises Table F-6 to include the flow rates for Nohili Outlet, Cox Drain, and Mill Drain that includes explanations of how those flow rates were determined, and how that is different from how flow rates for other outfalls. As

explained above, this comment is not significant on its own and doesn't require further response. But, if the Department adds flow rates, in responding to Comment 10, then it must also either include the methodology for these added flow rates or explain why it does not.

Comment 15. Kauai asks the Department to revise Page 11 the revised Fact Sheet to more clearly state Kauai's responsibilities. The Department did not make Kauai's requested change. I could find no response or explanation of why not. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 16. Kauai asks the Department to revise page 18 of the Permit to omit Dry Ditch. The Department did not make Kauai's requested change. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

Comment 17. If Dry Ditch remains in the Permit, then Kauai asks the Department to explain its legal and factual authority to do so. The Department did not make Kauai's requested change. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue. The Department may respond to Comment 17 in its response to Comment 16.

Comment 18. Kauai asks the Department to make the same changes for Mill Drain that it requests for Dry Ditch in Comments 16 and 17. The Department did not make Kauai's requested changes. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue. The Department may respond to Comment 18 in its response to Comment 16.

Comment 19. Kauai asks the Department to incorporate alternative language about commingled discharges into the Permit, which, Kauai argues, does not accurately reflect the opinions of the Federal District Court. The Department did not make Kauai's requested change. Because I could find no response to this comment, I find the Department failed to carry its burden to show that it sufficiently responded to it. Therefore, Kauai is entitled to summary judgment on this issue.

## 6. Summary of Findings

The Department failed to consider State Agribusiness' May 9, 2025, public comments, in violation of 40 CFR § 124.11 and HAR § 11-55-09(b).

The Department did not sufficiently respond Kauai's comments on: (1) failure to promulgate rules; (2) procedural irregularities; (3) best management practices and infeasibility of numeric limits; and (4) the following comments regarding factual and legal inaccuracies: Comment 1; Comment 2; Comment 3; Comment 6; Comment 9 (footnote changes only); Comment 10 (together with Comments 11; 12; and 13); Comment 15; Comment 16 (together with Comments 17 and 18); and Comment 19. This violates 40 CFR § 124.17(a) and HAR § 11-55-09(b).

I therefore find that State Agribusiness and Kauai are entitled to partial summary judgment, as a matter of law, limited to the specific violations listed in this section. I further find that Department carried its burden to sufficiently respond to all other significant comments, and the movants are not entitled to summary judgment related to those comments. Accordingly, I grant in part and deny in part the motions for partial summary judgment.

### **B. Motions to Stay**

To prevail on their motions, Kauai, Kekaha Agriculture, E Ola Kākou, and State Agribusiness must show that: (1) they likely to prevail on the merits of their contested case; (2) they will suffer irreparable damage if their motions are not granted; (3) the public will not suffer irreparable damage if their motions are granted; and (4) granting their motions will serve the public interest. As discussed below, Kauai, Kekaha Agriculture, E Ola Kākou, and State Agribusiness have proven none of the four required elements.

#### 1. Success on the Merits

The facts alleged are complicated and may involve scientific and technical evidence to prove. The Permit itself is complicated, with its two co-permittee approach, and extensive legal history. The Parties are diverse, with some arguing that the Permit is too strict, others arguing that it is too lenient, and others focusing on whether the Department discharged its constitutional obligations in issuing it. With such a complicated and disputed case, and without the benefit of adversarial examination, I cannot confidently conclude anything about any Party's likelihood of success on the merits. Nothing in Kauai's, Kekaha Agriculture's, or State Agribusiness' motions to stay persuades me to

do so. That's why I find that neither Kauai, Kekaha Agriculture, E Ola Kākou, nor State Agribusiness has carried its burden to show that it is likely to succeed on the merits.

## 2. Irreparable Damage

It is undisputed that the co-permittees may be exposed to significant monetary damages if they don't comply with the Permit. But that exposure does not constitute irreparable damage for two reasons. First, the Permit going into effect does not destine polluters for enforcement. Second, damages that are purely monetary and easy to calculate do not meet the legal definition of irreparable because they can be adequately compensated with a sum of money that's easy to calculate.<sup>17</sup> Moreover, the Permit allows some pollution without risk of penalty. If the Permit is stayed, polluters risk even greater penalties because any pollution without a permit is illegal and subject to enforcement. That's why I find that neither Kauai, Kekaha Agriculture, E Ola Kākou, nor State Agribusiness has carried its burden to show that failing to stay the Permit will cause them irreparable damage.

## 3. Irreparable Damage to the Public

Kekaha Agriculture alleges non-monetary damages that would likely be irreparable if they came to pass. These alleged damages include flooding of Kekaha Town and the end of agricultural activity on the Mānā Plain. According to Kekaha Agriculture, the Permit would bring needlessly expensive monitoring activities and exposure civil penalties. Kekaha Argues that this expense would severely limit or potentially eliminate its members' ability to maintain farmland, ditches, and waterways. Kekaha Agriculture explains that this maintenance helps protect Kekaha Town from flooding. Kekaha further argues that the Permit's required monitoring would be so expensive that it would put farmers at risk of having to stop farming entirely, which would harm them and also hinder the State's food security goals.

While these harms are grave, they are unrelated to the Permit. Again, in absence of the Permit any pollution is illegal and subject to enforcement. This creates an essentially unlimited risk for polluters. Yet this risk has apparently not caused Kekaha Agriculture's members to cease operations. If it had, surely Kekaha Agriculture would have said so. If the unlimited risk did not cause Kekaha Agriculture's members to stop farming or maintaining farmland, ditches, and waterways, it's hard to see how a reduced risk of civil

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<sup>17</sup> See *Klausmeyer v. Makaha Valley Farms, Ltd.*, 41 Haw. 287, 340 (1956).

penalties would. Kekaha Agriculture evidently understands this because its motion to stay specifically requests that a stay not apply to any authorization to discharge.

Moreover, the Permit went into effect on October 1, 2025, nearly six months ago. If the monitoring activities that the Permit requires were so onerous that they actually put farmers out of business, I think Kekaha Agriculture would have offered specific examples in its November 14, 2025 memorandum, or its December 17, 2025 oral arguments. Even if I were persuaded that this irreparable harm was guaranteed without a stay, and I'm not, that still would mean that Kekaha Agriculture had proved only one of the four required elements for a stay. As discussed above and below, they have not proved any other.

For these reasons I find that neither Kauai, Kekaha Agriculture, E Ola Kākou, nor State Agribusiness has carried its burden to show that staying the Permit will not cause the public irreparable damage.

#### 4. Public Interest

If Kekaha Agriculture's concerns about flooding and the end of farming came true, both would clearly harm the public interest. But as discussed above, I think those harms are less likely with the Permit in effect than without.

Although it is the subject of a yet-unresolved factual dispute, the Community Complainants offer at least a plausible public-interest reason to deny the motions to stay: not staying the Permit may encourage the co-permittees to begin taking steps toward compliance, which could benefit the public by reducing pollutant discharge. This is far from guaranteed, and the facts supporting it remain in dispute. But the argument shows how denying the motions to stay could promote the public interest.

Without any evidence that denying a stay would harm the public interest, and with a plausible reason that denying a stay would promote the public interest, I find that neither Kauai, Kekaha Agriculture, E Ola Kākou, nor State Agribusiness has carried its burden to show that failing to stay the Permit will harm the public interest.

#### 5. Summary of Findings

The movants have failed to carry their burden on any of the required elements for a stay. I therefore deny all pending motions to stay.

### C. Coordination with 2025-NPDES-1-A

Docket No. 2025-NPDES-1-A is a companion to this docket. The focus of that docket is E Ola Kākou's claims that the Department did not satisfy its obligations under the Hawai'i Constitution in issuing the Permit. Specifically, that the Department did not satisfy: (1) its public trust duty under Section XI; and (2) its duty to protect traditional and customary native Hawaiian rights under Section XII § 7. That docket and this one share the same Parties.

On January 14, 2026, all Parties attended a hearing in Docket No. 2025-NPDES-1-A. At that hearing, E Ola Kākou argued that I may not make any "dispositive statutory rulings" in this docket before first ruling on its Hawai'i Constitution claims in Docket No. 2025-NPDES-1-A. I set a schedule to allow the Parties to present arguments on this question.

On January 28, 2026, State Agribusiness filed its statement, arguing that I am not required to stay my ruling in this docket pending the outcome of Docket No. 2025-NPDES-1-A. Kekaha Agriculture, Kauai, the Department joined State Agribusiness' position.

Also on January 28, 2026, the Community Complainants filed their statement, arguing that I am not required to stay my ruling in this docket pending the outcome of Docket No. 2025-NPDES-1-A, so long as I deny Kauai's and State Agribusiness' motions to stay. The Community Complainants further argue that if I intend to stay the Permit's protective terms, then I may not do so before first resolving the constitutional claims in Docket No. 2025-NPDES-1-A.

On February 5, 2026, E Ola Kākou filed its responses to these arguments. Chief among E Ola Kākou's arguments is that "constitutional and trust compliance must be addressed before, or at minimum contemporaneously with, dispositive statutory rulings."<sup>18</sup>

The rulings I reach in this Order are not dispositive. None of them dispose of the Permit nor the other work that I must do in this docket. They simply identify correctable procedural errors that the Department made in issuing the Permit and require the Department to correct those errors. Once the Department has done so, I will continue to review the Permit in this docket and intend to issue a final ruling on the Permit itself, not just the procedure that led to it.

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18 Rebuttal to Complainant ADC's January 28, 2026 Brief on Sequence of Rulings at 10, 11.

On February 16, 2026, in Docket No. 2025-NPDES-1-A, all Parties except E Ola Kākou filed their positions on E Ola Kākou’s constitutional claims. E Ola Kākou’s response is due by March 17, 2026. I intend to rule on those claims after as soon as reasonably practicable, after reviewing E Ola Kākou’s response, in an order to be filed in Docket No. 2025-NPDES-1-A.

## D. Remedy

### 1. Remand

I believe State Agribusiness is correct that remand is the appropriate remedy when public comments were not considered,<sup>19</sup> and when the response to significant comments is not sufficient.<sup>20</sup> Despite the Community Complainants’ arguments that remand at this early stage is inappropriate and lets Kauai and State Agribusiness skip the line and have their concerns heard before others, I believe remand is appropriate here given Hawaii Supreme Court precedents showing that procedural defects cannot be cured after the fact and can be remedied upon remand.<sup>21</sup> I also hope that a brief remand will ultimately save time by: (1) focusing the contested case on the substance of the Permit; and (2) by reducing the likelihood of an appeal premised on procedural defects.

### 2. Vacatur

“Whether agency action should be vacated depends on how serious the agency’s errors are and the disruptive consequences of an interim change that may itself be changed.”<sup>22</sup> As discussed below, I find the Department’s errors are not so serious as to require vacatur, and the potential environmental harms that vacatur could cause are the sort of disruptive consequences that suggest vacatur is not appropriate.

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<sup>19</sup> *In re RockGen*, 8 E.A.D. 536, 555-58 (1999).

<sup>20</sup> *In Re: Washington Aqueduct Water Supply System*, 11 E.A.D. 565, 567 (2004).

<sup>21</sup> See e.g., *Korean Buddhist Dae Won Sa Temple of Hawaii v. Sullivan*, 87 Haw. 217, 229, 953 P.2d 1315, 1327 (1998); *Kauai Springs, Inc. v. Plan. Comm’n of Cnty. of Kauai*, 133 Haw. 141, 181, 324 P.3d 951, 991 (2014); *Pub. Access Shoreline Hawaii by Rothstein v. Hawai’i Cnty. Plan. Comm’n by Fujimoto*, 79 Haw. 425, 429, 903 P.2d 1246, 1250 (1995).

<sup>22</sup> *Nat’l Fam. Farm Coal. v. U.S. Env’t Prot. Agency*, 966 F.3d 893, 929 (9th Cir. 2020) (citation and quotation omitted)(emphasis added).

Seriousness of Errors. If it is likely that the agency will be able to better substantiate its original decision upon remand, it is likely that the agency's errors are not serious, and vacatur may not be necessary.<sup>23</sup> Of the significant comments that the Department failed to sufficiently respond to, the only one that looks like it could change the Permit's substance are Kauai's comments on best management practices and infeasibility of numeric limits. I think it is possible that, upon remand, the Department could more clearly explain and substantiate its decisions and not need to change the Permit. The Department's response to Kauai's factual and legal inaccuracy comments could make for a more accurate and precise permit, but don't look like they will change the Permit's substance. This suggests that the Department could adopt a substantially similar permit, but with significantly clearer reasons. I therefore find that the Department's errors were not serious.

Disruptive Consequences. Potential environmental harms are disruptive consequences that suggest vacatur is not appropriate.<sup>24</sup> Although it is a matter of some dispute among the Parties, I think that keeping the Permit's protective terms in place could help reduce environmental harm by encouraging the co-permittees to take steps towards compliance and discouraging any pollution that could be ongoing. Even though the absence of a permit comes with risk of significantly greater penalties than would be allowed under the Permit – again, the Permit allows some discharges that would otherwise be illegal and subject to enforcement – no Party has argued that vacating the permit would protect Kauai's environment. I also think that the Permit grants the co-permittees some protection they didn't enjoy without it. I see the removal of that protection, unwanted though it may be, as another unnecessary disruption. I therefore find that vacating the Permit on remand would have disruptive consequences.

Because the Department's errors were not particularly serious, and because vacating the Permit would have disruptive consequences, including potential environmental harms, I find that vacatur is not appropriate.

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<sup>23</sup> See *Ctr. for Food Safety v. Regan*, 56 F.4th 648, 663-665 (9th Cir. 2022).

<sup>24</sup> See *Pollinator Stewardship Council v. U.S. E.P.A.*, 806 F.3d 520, 532 (9th Cir. 2015), citing *Idaho Farm Bureau Fed'n*, 58 F.3d 1399, 1405–06 (choosing not to vacate because setting aside listing of snail species as endangered would risk potential extinction of that species); and *Cal. Cmities. Against Toxics*, 688 F.3d 989 at 994 (remanding without vacating because vacating could lead to air pollution, undermining the goals of the Clean Air Act).

**V. ORDER**

1. State Agribusiness' motion for partial summary judgment is GRANTED IN PART, on the grounds that the Department did not consider all comments it filed, as required by 40 CFR § 124.11 and HAR § 11-55-09(b). On all other grounds that motion is DENIED.
2. Kauai's motion for partial summary judgment is GRANTED IN PART, on the grounds that the Department did not sufficiently respond to many of Kauai's significant comments, as required by 40 CFR 124.17(a)(2) and HAR § 11-55-09(b). On all other grounds that motion is DENIED.
3. E Ola Kākou's, Kekaha Agriculture's, Kauai's and State Agribusiness' motions to stay are all DENIED.
4. The Permit is remanded to the Department, without vacatur.
5. During remand, the Department shall:
  - A. Consider all comments it received;
  - B. For each comment the Department considers for the first time pursuant to ordering paragraph 5.A., including State Agribusiness' May 9, 2025 comments, independently determine if that comment is significant; and
  - C. Sufficiently respond to all significant comments, including both those newly considered comments that the Department determines to be significant pursuant to ordering paragraph 5.B., and all significant comments that lack a sufficient response as deemed by this Order.
6. Once it completes all steps required by ordering paragraph 5, above, the Department shall file in this docket:
  - A. A brief statement confirming that the Department considered all comments it received, including an updated list of all comments it considered;
  - B. A list of any newly considered comments that the Department determines is significant; and
  - C. Sufficient responses to each significant comment as required by ordering paragraph 5.C.

7. If, after considering all comments and responding to all significant comments, the Department finds it necessary to make any changes to the Permit, it shall file an amended version of the Permit in this docket that clearly identifies any added and removed language, along with a separate document that briefly explains what changes were made, why, and provides page references for each change in the amended Permit.

8. Although this Order does not require the Department to solicit an additional round of public comments, the Department may do so if the Department determines one is necessary.

9. Although I expect and urge the Department to move promptly on remand,<sup>25</sup> I will not yet set a deadline for the Department to make the filings required by ordering paragraphs 6-7, above. There are claims pending in Docket No. 2025-NPDES-1-A, and I expect to receive the final brief in that docket by March 17, 2026. If I find any constitutional problems in that docket, I will direct the Department to remedy them during this same remand period. If so, I will direct the Department to do so by order in that docket with specific instructions and a deadline for the remand period.

10. After I receive the filings required by ordering paragraphs 6-7, above, I will issue a notice in this docket that I am ready to proceed to the remaining claims. I expect to schedule a status conference shortly thereafter so that the Parties can discuss any changes to the procedural schedule that may be necessary.

DATED and SERVED: Honolulu, Hawaii, March 12, 2026.



Mike S. Wallerstein  
Hearings Officer  
For the Director of Health

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<sup>25</sup> See *Nat'l Fam. Farm Coal.*, 966 F.3d at 930.

**CERTIFICATE OF ELECTRONIC SERVICE**

I certify that on March 12, 2026, I served a copy of the foregoing Notice of Prehearing Scheduling Conference of Maui’s Motion, together with this Certificate of Electronic Service, by email, to all Parties to this proceeding, and to all other addresses as requested by the Parties, as follows:

For the County of Kauai

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Tyler Saito	tsaito@kauai.gov

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Meaghan Boyd	meaghan.boyd@alston.com
Ke “Kim” Zhang	kim.zhang@alston.com
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Michele Makainai	mmakainai@schlackito.com
Lei Wells	lwells@schlackito.com
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DATED and SERVED: Honolulu, Hawaii, March 12, 2026.



Mike S. Wallerstein  
Hearings Officer

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

**E-3**

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
April 30, 2026

**Subject:** Request to delegate authority to the Executive Director to complete negotiations in the best interest of the State and execute that certain Purchase and Sale Agreement with Grove Farm Company, Inc. for approximately 1040 gross acres, more or less, of land, situated east of Maalo Road at Hanamā‘ulu, Līhu‘e, County of Kaua‘i, State of Hawai‘i, Tax Map Key No. (4) 3-8-018:001 (portion), including discussion and decision regarding final acreage to be included in the agreement.

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(6), Hawaii Revised Statutes (HRS)

**Area:** 1040 gross acres, more or less<sup>1</sup>

**Tax Map Key:** (4) 3-8-018:001 (por.) (Property)

**Land Status:** Held in fee by Grove Farm Company, Inc.

**Trust Land Status:** Section \_\_\_ lands of the Hawaii Admission Act<sup>2</sup>  
Yes  No   
Formerly cultivated sugarcane lands pursuant to Article XII of the Hawai‘i State Constitution?  
Yes  No

**Zoning:** SLUD: Agricultural  
CZO: Agricultural

<sup>1</sup> Final acreage pending determination by the Board.

<sup>2</sup> Final trust status determination pending completion of due diligence process.

*Request to delegate authority to the Executive Director to complete negotiations in the best interest of the State and execute that certain Purchase and Sale Agreement with Grove Farm Company, Inc. for approximately 1040 gross acres, more or less, of land, situated east of Maalo Road at Hanamā‘ulu, Līhu‘e, County of Kaua‘i, State of Hawai‘i, Tax Map Key No. (4) 3-8-018:001 (portion), including discussion and decision regarding final acreage to be included in the agreement.*

April 30, 2026

**BACKGROUND:**

At the meeting of the Agribusiness Development Corporation (ADC) Board of Directors (Board) held on October 16, 2025, the Board approved staff’s request to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest of real property, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition of approximately 1,040 gross acre of agricultural land currently owned by Grove Farm Company, Incorporated (Grove).

At the December 18, 2025 meeting, the Board amended their prior approval to provide clarity that the property under acquisition included 1,000 gross acres, more or less, for ADC, and 40 gross acres, more or less for the Hawai‘i Department of Corrections and Rehabilitation (DCR).

In the interim, ADC and Grove have been working towards agreement on the terms of the Purchase and Sale Agreement (PSA).

**REQUEST:**

Request that the Board of Directors (i) delegate authority to the Executive Director to complete negotiations in the best interest of the State and execute that certain Purchase and Sale Agreement (see Exhibit “A”); and (ii) determine the number of acres ADC is willing to accept (Request).

**CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:**

Under section 343-5(a), HRS, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” This action involves the use of state funds and is subject to the requirements of the chapter. However, the action is de minimis and therefore exempt from the preparation of an environmental assessment under §11-200.1-15(c)(8), Hawai‘i Administrative Rules (HAR), “Continuing administrative activities.”

**PUBLIC TRUST ANALYSIS:**

N/A

**REMARKS & DISCUSSION:**

As the Board is aware, in the absence of intervening factors or legislative directive, ADC generally structures Board participation for real property acquisition in the following manner: (i) seek approval to issue a letter of intent, conduct an appraisal, and conduct informal due diligence (i.e. that is generally due diligence that *does not* involve significant expense of funds), and to negotiate a purchase and sale agreement; (ii) seek approval to execute the purchase and sale agreement and conduct formal due diligence (i.e. that due diligence that *does* involve significant expense of funds); (iii) report the due diligence findings to the Board; and (iv) as appropriate, seek approval from the Board to execute a corporate authorization to purchase, and all other manner of activity to complete and complete and close the transaction in accordance with the terms of the purchase and sale agreement.

As of this writing, there remains some uncertainty regarding the number of acres to be purchased by ADC and/or DCR, which the Board has currently authorized for 1,040 gross acres, more or less, with an approximately 40-acre parcel to be transferred to DCR. This issue will be discussed more fully by staff at the Board meeting pending further discussion with Grove. Subdivision of the property is in progress, pending acreage determination by the Board.

*Request to delegate authority to the Executive Director to complete negotiations in the best interest of the State and execute that certain Purchase and Sale Agreement with Grove Farm Company, Inc. for approximately 1040 gross acres, more or less, of land, situated east of Maalo Road at Hanamā'ulu, Līhu'e, County of Kaua'i, State of Hawai'i, Tax Map Key No. (4) 3-8-018:001 (portion), including discussion and decision regarding final acreage to be included in the agreement.*

April 30, 2026

Following the execution of the PSA, staff will commence with the formal due diligence of the property including preliminary title report<sup>3</sup>, phase 1 and possibly phase 2 environmental site assessment<sup>4</sup>, survey and encroachment review, and such other miscellaneous due diligence requests that staff might identify.

**RECOMMENDATION(S):**

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
  - a. Staff will present their due diligence findings to the Board prior to seeking final approval to complete and close the acquisition.
2. Declare that pursuant to §11-200.1-15(c)(8), HAR, the Request is de minimis and is therefore exempt from the preparation of an environmental assessment.

Respectfully Submitted,

*Lyle Roe*

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Asset Manager

*Approved for Submittal:*

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Wendy Gady  
Executive Director

**Attachment(s):**

Exhibit A      Purchase and Sale Agreement (Draft) (includes map)

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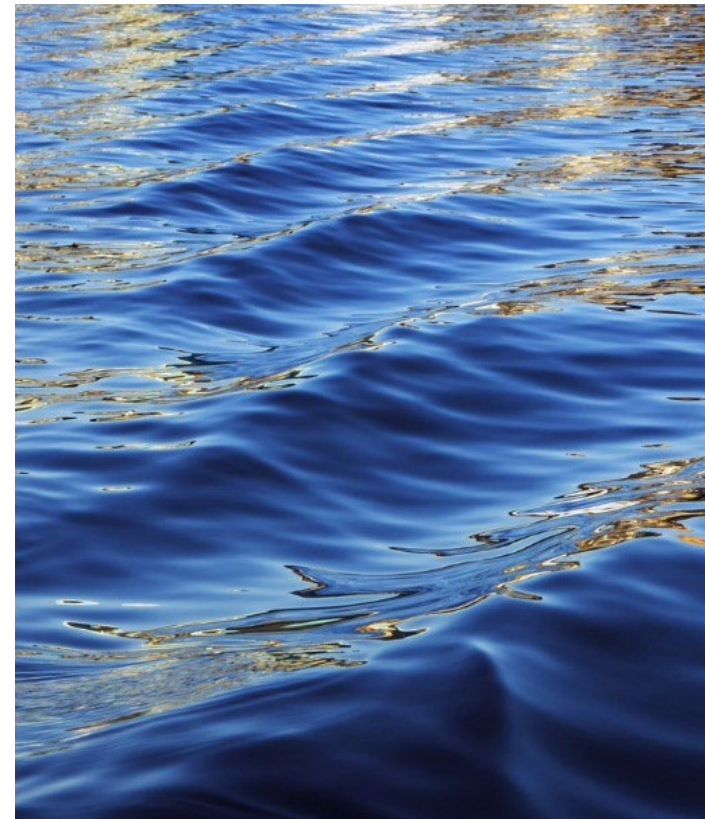
<sup>3</sup> PTR is pending approval of property subdivision by County of Kaua'i.

<sup>4</sup> ESA services have been procured and issuance of notice-to-proceed is pending execution of the PSA.



# ADC of Purchase of Grove Farm Land

April 30, 2026



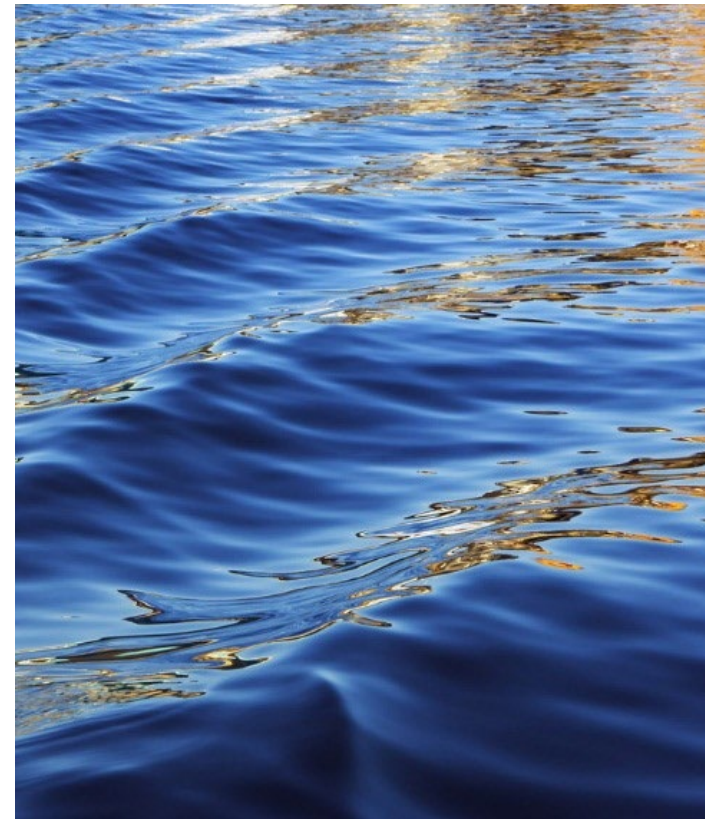
# Overview

- Location of Grove Land
- Acreage Discussion
- Budget
- Q & A/Decision

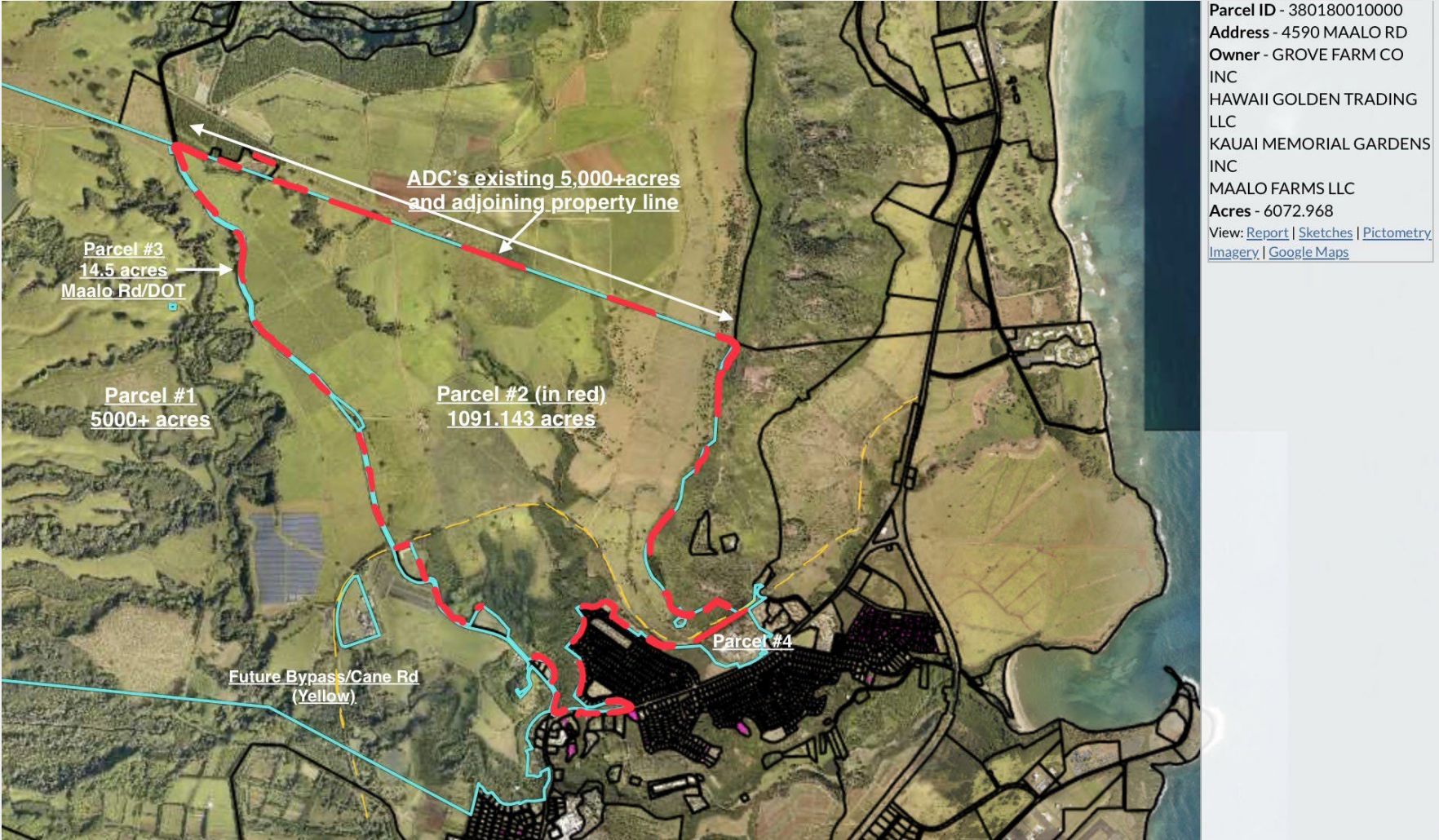




# Location/Highlights



# Location: Adjacent to ADC Land by Lihue



# Highlights

- \$39,000/acre Asking Price
- \$35,267/acre Appraisal Price - \$3,733/acre savings
- High Quality Soil- all lands zoned ag (no industrial land is included)
- Immediately adjacent to ADC's Kalepa property
- Infrastructure is Present
  - Centrally located, near Kuhio Hwy as well as near the airport and port.
  - KIUC's power plant is also nearby
  - Major Water Treatment plant is nearby
  - Potable Water Line along Maalo Road
  - Future bypass road is nearby
- Agricultural tenants currently active on the property



# Acreage Options



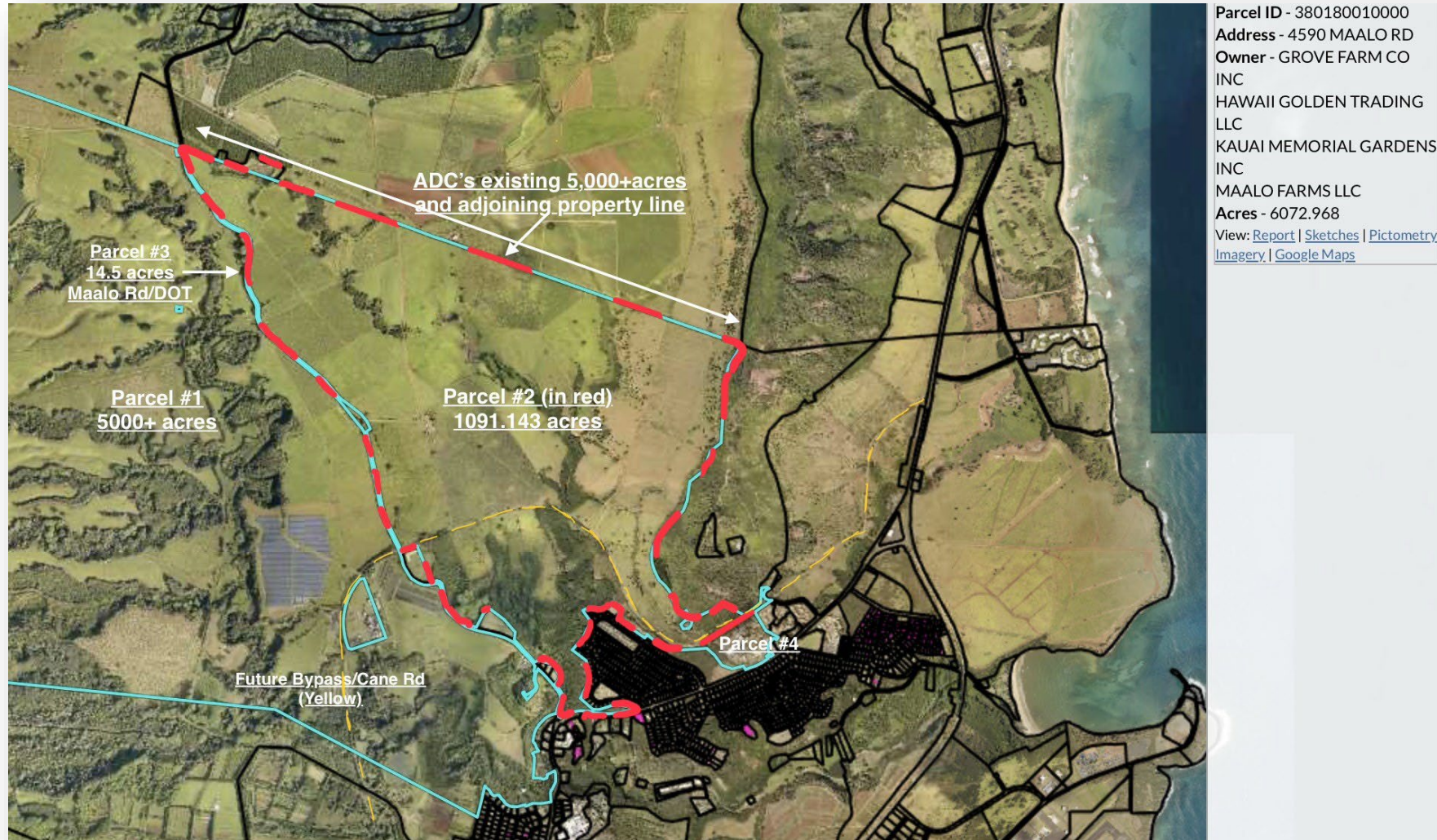
# 1040 acres – Grove retains 51 acres



# 1076 Acres

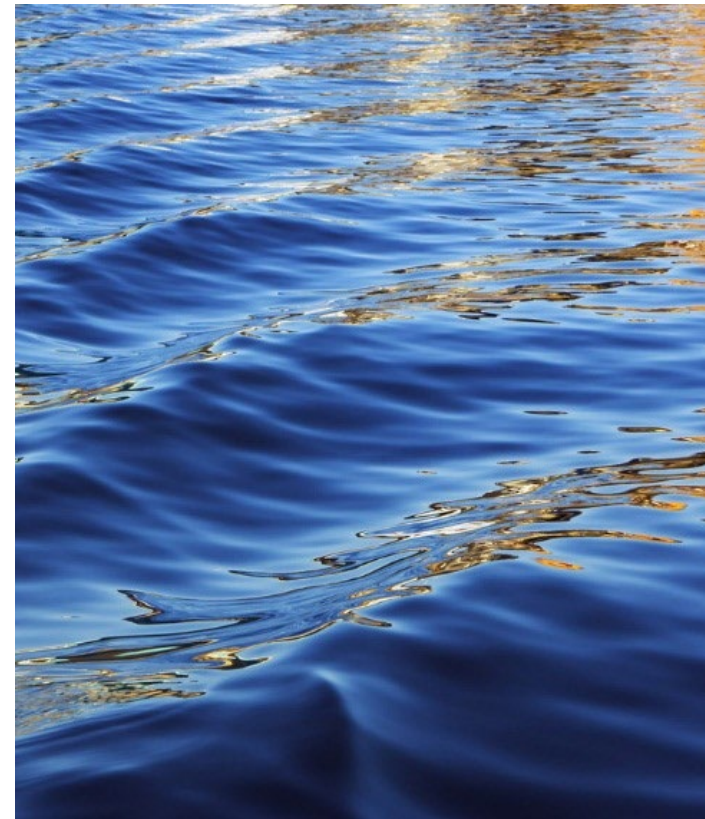


# 1091 Acres





# Budget



# Budget

## Committed:

- +\$39,000,000: Appropriated for Land Purchase
- \$200,000: Board-approved SDAG
- \$192,000: Phase 1 ESA
- =Remaining: \$38,608,000

## Purchase Options

### Option 1: 1040 acres

Cost: \$36,677,680  
Balance: \$2,322,320\*

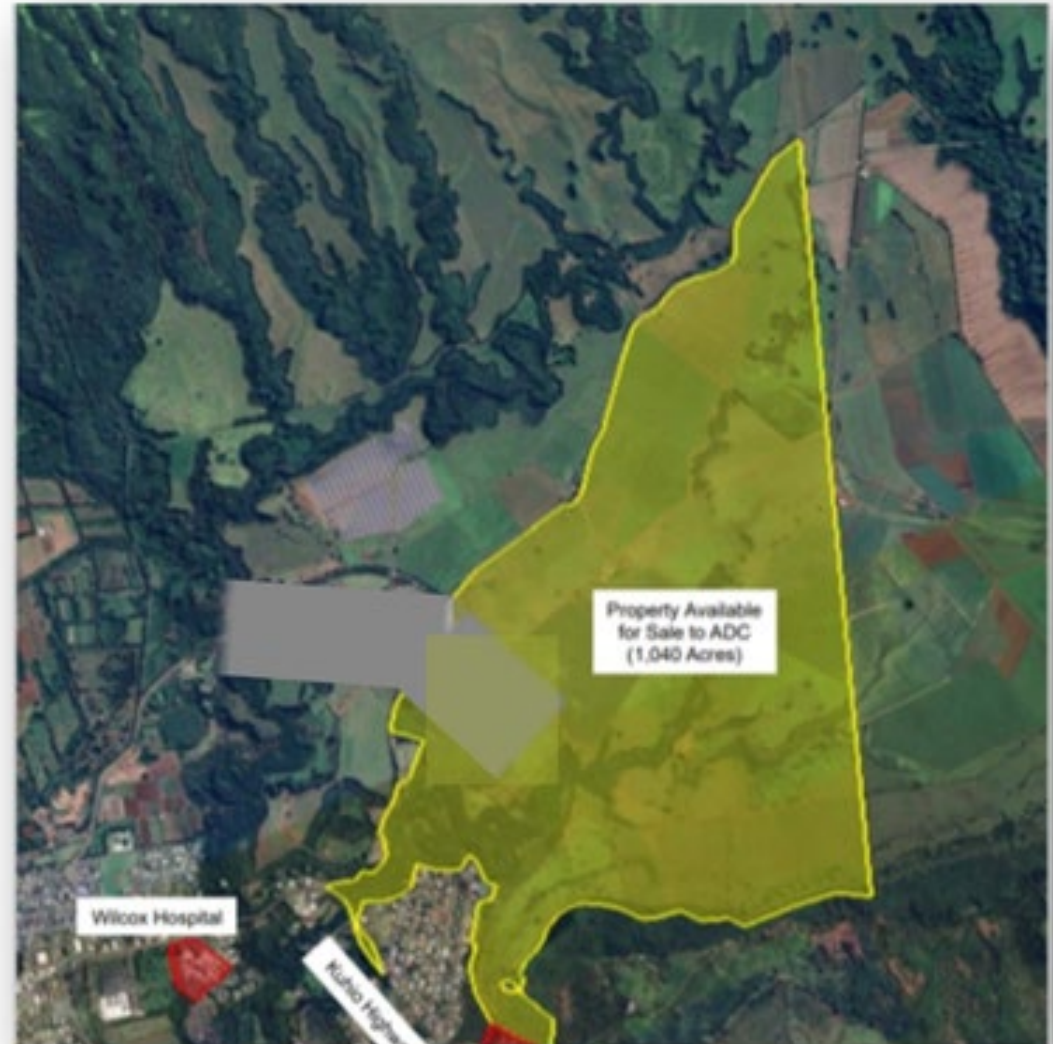
### Option 2: 1076 acres

Cost: \$37,950,000  
Balance: \$1,000,000\*

### Option 3: 1091 acres

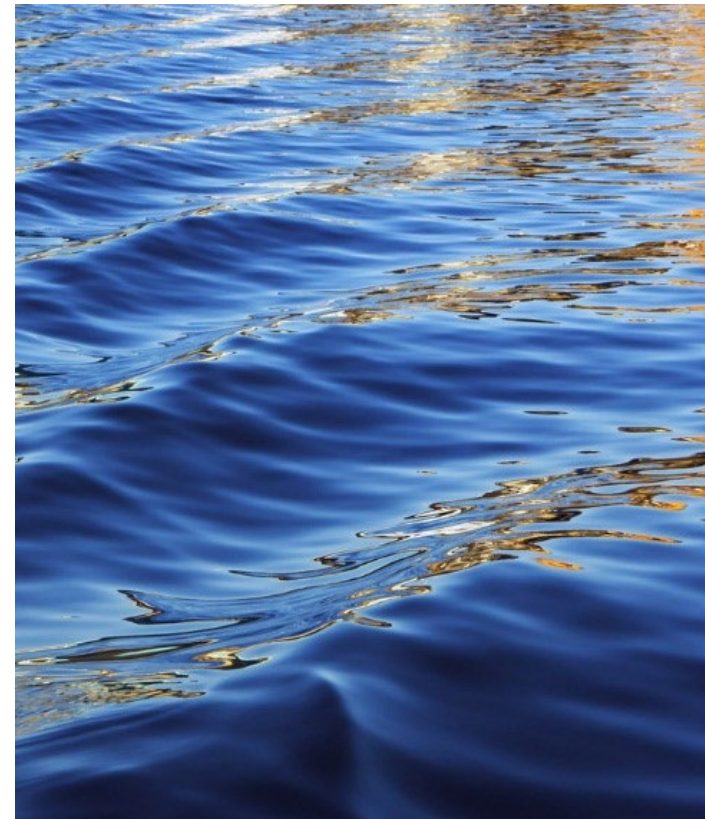
Cost: \$38,476  
Balance: \$500,000\*

\* soft costs include survey and encroachment work, further due diligence, closing costs, possible phase 2 ESA





# Questions/Decision



STATE OF HAWAI'I  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
April 30, 2026

**Subject:** Request to delegate authority to the executive director to negotiate terms in the best interest of the State and execute that certain Wahiawa Irrigation System Transfer Agreement for the acquisition of the Helemano 6 Reservoir (State ID: OA-0023) and the Kemoo 5 Reservoir (State ID: OA-0021) owned by Dole Food Company, Inc. and the Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key No. (1) 6-4-003:022; (1) 6-5-001:057. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*

**Seller:** Dole Food Company, Inc., a North Carolina Corporation (“Dole”)

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(6), Hawai‘i Revised Statutes (HRS)  
2023 Haw. Sess. Laws Act 218

**Tax Map Key:** (1) 6-4-003:022; (1) 6-5-001:057; various easements (Property)

**Land Status:** TMK (1)6-5-001:057; Held in fee by Agribusiness Development Corporation and TMK (1)6-4-003:022; Dole Food Company, Inc. (Dole)

**Trust Status<sup>1</sup>:** Land Section \_\_\_ lands of the Hawaii Admission Act  
Yes  No   
DHHL 30% entitlement lands pursuant to the Hawai‘i State Constitution?  
Yes  No

**Zoning:** SLUD: Agricultural  
CZO: AG-1

**Character of Use:** Part of the larger Wahiawa Irrigation System

**Consideration:** Gratis

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<sup>1</sup> Trust land status to be determined pending due diligence process.

*Request to delegate authority to the executive director to negotiate terms in the best interest of the State and execute that certain Wahiawa Irrigation System Transfer Agreement for the acquisition of the Helemano 6 Reservoir (State ID: OA-0023) and the Kemoo 5 Reservoir (State ID: OA-0021) owned by Dole Food Company, Inc. and the Wahiawa Water Company, Inc., situated in central O'ahu, City and County of Honolulu, State of Hawai'i, including Tax Map Key No. (1) 6-4-003:022; (1) 6-5-001:057. and various easements.*

April 30, 2026

## **BACKGROUND:**

Wahiawā Irrigation System (WIS) was constructed in 1906 as a source of irrigation water for the Waialua Sugar Company. The WIS is owned by Dole Food Company Hawai'i (Dole).

The WIS contains three reservoirs and dams, Wahiawa Reservoir and Dam, Helemano 6 Reservoir and Dam, and Kemoo 5 Reservoir and Dam. The acquisition of the Wahiawa Irrigation System, Act 218 HLS 2023 did not include Helemano 6 Reservoir and Dam and the Kemoo 5 Reservoir and Dam.

The purpose of the request is to preserve the components of the WIS system to support agricultural activities in the region. The Agribusiness Development Corporation (ADC) would acquire the two reservoir and dams to continue to manage and provide access to agricultural water for the region. The plans ADC to own, manage, and operate the reservoirs and dams as part of the WIS.

### **Helemano 6 Reservoir.** (See attached Exhibit A: Helemano 6 Reservoir and Dam)

- a. Dam: 38 feet high, 250 feet long
- b. Reservoir: 21,400,000 gallons
- c. Built in 1924, Reservoir and Dam: Satisfactory to Fair/Poor
- d. The Helemano 6 Reservoir Dam is an earthen embankment dam classified as small size with a significant hazard potential (USACOE and DLNR, 2006c). The hazard potential is based on no urban development and no more than a small number of inhabitable structures downstream of the dam, and potentially appreciable economic loss to notable agriculture, industry, or structures. There are two inlets feeding the reservoir, one from Dole's Helemano 16 Reservoir and the other from the Wahiawa Reservoir. The inflow works have the ability to be manually shut off or diverted away from the reservoir during periods of heavy rain. The intake works, reservoir, dam crest, and outlet works all appeared to be in satisfactory condition, and no corrective actions were recommended, although the report suggested that a staff gage or some method of quantifying the level in the reservoir be provided. The upstream and downstream slopes of the dam appeared to be in fair to poor condition: the slopes were very steep, around 1 to 1, and further study is required to verify the slope stability; the slopes also need to be protected from erosion with low lying grass; and rut and/or gully erosion running parallel to the slope was observed which requires maintenance and/or repair, with the downstream slope in need of immediate repair. The abutments/toe of the dam appeared to be in fair to poor condition and require corrective action consisting of providing grass for slope protection, maintaining and/or repairing ruts and gullies, and clearing high grass and bush vegetation and maintaining to enable easy visual inspection. The spillway also appeared to be in fair to poor condition and requires corrective action consisting of providing slope protection against erosion, maintaining and/or repairing severe scour erosion, repairing a headcut that was observed downstream of the spillway to prevent it from moving upstream,

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April 30, 2026

verifying if the spillway has the capacity to pass the probable maximum flood and taking corrective action as required, and monitoring dry erosion.

- e. Need to verify stability of dam slopes and repair erosion; repair erosion and clear vegetation on dam abutments/toe; repair erosion on spillway and verify capacity; install gage.

**Kemoo 5 Reservoir.** (See attached Exhibit A: reservoir )

- a. Dam: 21 feet high, 650 feet long
- b. Reservoir: 20,600,000 gallons
- c. Built in 1920, Reservoir and Dam: Satisfactory to Fair/Poor
- d. The Kemoo 5 Reservoir Dam is an earthen embankment dam classified as small size with a significant hazard potential (USACOE and DLNR, 2006d). The hazard potential is based on no urban development and no more than a small number of inhabitable structures downstream of the dam, and potentially appreciable economic loss to notable agriculture, industry, or structures. The intake or inlets feeding the reservoir have the ability to be manually shut off or diverted away from the reservoir during periods of heavy rain. The intake works, reservoir, upstream slope, and dam crest all appeared to be in satisfactory condition, and no corrective actions were recommended, although the report suggested that a staff gage or some method of quantifying the level in the reservoir be provided and that an analysis of the upstream slope should be performed to determine the stability of the slope in its present condition. The downstream slope of the dam appeared to be in fair to poor condition and requires corrective action: the slope was very steep, around 1 to 1, and further study is required to verify the slope stability; high grass and bush vegetation should be cleared and maintained to enable easy visual inspection; and trees on the slope should be removed and any damaged embankment sections should be repaired and routinely monitored for signs of settlement and seepage. The abutments/toe of the dam appeared to be in fair to poor condition and require corrective action consisting of clearing high grass and bush vegetation and maintaining to enable easy visual inspection. The report stated that no spillway is present at this dam which is an unsatisfactory condition requiring urgent corrective action. Even with controlled inflow works, a spillway with adequate capacity or other mitigative action is required to be designed and constructed to prevent overtopping.
- e. Verify stability of dam slopes and clear vegetation; clear vegetation on dam abutments/toe; install spillway or equivalent to prevent overtopping; install gage, prepare EAP & O&M manual
  - a. Initial investigation and repair, and preparation of EAP & O&M manual: est. \$125,000  
Dole is in the process of doing this work, Dole located spillway (more repair may be needed)

**REQUEST:**

Request to delegate authority to the executive director to negotiate terms in the best interest of the State and execute that certain Wahiawa Irrigation System Transfer Agreement for the acquisition of the Helemano 6 Reservoir (State ID: OA-0023) and the Kemoo 5 Reservoir (State ID: OA-0021) owned by

*Request to delegate authority to the executive director to negotiate terms in the best interest of the State and execute that certain Wahiawa Irrigation System Transfer Agreement for the acquisition of the Helemano 6 Reservoir (State ID: OA-0023) and the Kemoo 5 Reservoir (State ID: OA-0021) owned by Dole Food Company, Inc. and the Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key No. (1) 6-4-003:022; (1) 6-5-001:057. and various easements.*

April 30, 2026

Dole Food Company, Inc. and the Wahiawa Water Company, Inc., situated in central O‘ahu, City and County of Honolulu, State of Hawai‘i, including Tax Map Key No. (1) 6-4-003:022; (1) 6-5-001:057.

#### CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:

The proposed acquisition does not involve any actions defined under section 343-5, HRS and the chapter is therefore not applicable.

#### REMARKS:

To ensure the long-term protection, management, and productive use of this critical water resource, the Agribusiness Development Corporation (ADC) should acquire the Helemano 6 reservoir and dam, and the Kemoo 5 reservoir and dam. The reservoirs play a central role in supporting agricultural viability and infrastructure resilience in the region.

Pursuant to Chapter 163D, Hawai‘i Revised Statutes, ADC is tasked with facilitating the development of agriculture and agribusiness, including the management and operation of irrigation systems that provide reliable water to agricultural lands. Acquisition of the Wahiawā Irrigation System directly advances this statutory mandate by securing a critical irrigation asset necessary to support existing farming operations, expand agricultural production, and keep agricultural lands actively in use.

Maintaining lands in active agricultural production also contributes to broader public benefits, including the reduction of unmanaged vegetation and associated fuel loads that can increase wildfire risk. Reliable irrigation infrastructure supports vegetation management and productive land use, helping to mitigate fire hazards in central O‘ahu.

In addition, continued reliance on surface water from the Wahiawā Irrigation System reduces pressure on groundwater resources, thereby helping to protect O‘ahu’s drinking water aquifer. By maximizing the use of available surface water for irrigation, ADC can support sustainable water resource management while safeguarding potable water supplies for current and future generations.

As climate variability and water demands continue to increase, maintaining dependable irrigation infrastructure is essential to sustaining agricultural productivity, supporting local food systems, and ensuring efficient water resource utilization. ADC’s control of the system would allow for coordinated management, operational improvements, and long-term planning aligned with the needs of the agricultural community.

Furthermore, acquisition would strengthen oversight of critical infrastructure, including the dam, reservoir, and ditch system. These facilities require ongoing inspection, maintenance, and capital improvements to meet applicable safety and operational standards. ADC ownership would enable a more integrated and proactive approach to infrastructure management, ensuring continued service delivery to agricultural users.

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April 30, 2026

While the Wahiawā reservoir also provides ancillary community benefits, ADC’s primary interest is in preserving and enhancing its function as a reliable irrigation system that supports agricultural production and agribusiness development across central and north O‘ahu.

Based on the foregoing, staff supports the request to execute the Transfer Agreement for the Helemano 6 reservoir and dam, and the Kemoo 5 reservoir and dam as functioning parts of the Wahiawā Irrigation System as it advances ADC’s statutory responsibilities to promote agriculture, maintain irrigation infrastructure, reduce wildfire risk through active land management, and protect critical water resources necessary for a viable and sustainable agricultural sector.

DISCUSSION:

ADC staff will be performing due diligence and return to the Board to present the due diligence findings and, as appropriate, request final purchase authorization. Absent transfer the ADC will have difficulty managing the delivery of agricultural water via the WIS.

RECOMMENDATION(S):

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following condition(s):
  - a. Staff shall report the due diligence findings to the Board and, as appropriate, seek corporate authorization to transfer or otherwise acquire the Property; and
2. Declare that the Request is not an action defined under section 343-5, HRS.

Respectfully Submitted,

*MARK H. TAKEMOTO*

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Senior Executive Assistant to the  
Executive Director

*Approved for Submittal:*

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Wendy Gady  
Executive Director

Attachments

Exhibit A      Reservoir diagram



STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT CORPORATION**

**E-5**

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS  
April 30, 2026

**Subject:** Request for Approval to Issue a Right of Entry to the Central Oahu Chief Petty Officer Association for Parking Access for the 49<sup>th</sup> Annual Wahiawa Pineapple 10k Run in Wahiawa, Oahu, Hawaii, Tax Map Key (1) 7-1-002:037, :044 (por.)

**Applicant:** Central Oahu Chief Petty Officer Association on behalf of the 46<sup>th</sup> Annual Wahiawa Pineapple 10k Run (Applicant)

**Authority:** 163D-4(a)(5), Hawaii Revised Statutes.

**BACKGROUND:**

The 49<sup>th</sup> Annual Wahiawa Pineapple 10k Run (Run) is an annual race hosted and presented by the Central Oahu Chief Petty Officer Association (Association) and has been an annual tradition for over 49 years. This year the Association expects to host over 1,500 participants.

**REQUEST:**

Applicant requests a short-term right of entry for access to an open area (parking site) for parking purposes (Exhibit A) for the 49<sup>th</sup> Annual Wahiawa Pineapple 10k Run to be held on May 2, 2026. Right of entry will be effective May 1-2 to allow appropriate setup and cleanup (Request).

**OPERATIONAL PLAN:**

Applicant will have volunteers and members in place at the entrance and in the parking area to guide the vehicles and to maintain an orderly process. The Run will commence at Ka'ala Elementary School in Wahiawa and proceed north of town, returning to the elementary school. Applicant will provide transportation to participants from the parking site to the elementary school.

**CONSERVATION PLAN:**

N/A

**DISCUSSION:**

In prior years, the Run has been successfully executed with few issues. Applicant will be required to provide evidence of appropriate types and amounts of insurance covering the event which shall include ADC as additional insured.

**RECOMMENDATION:**

Based on the foregoing, staff recommends that the Board approve the Request noted above, subject to the following conditions:

1. Applicant shall be required to provide adequate commercial general liability insurance or special event insurance which includes ADC and ADC property as additional insured; and
2. Applicant shall provide volunteers to ensure the safe and orderly use of the premises; and
3. All other standard terms and conditions of the right-of-entry shall apply.

Request for Approval to Issue a Right of Entry to the Central Oahu Chief Petty Officer Association for Parking Access for the 49<sup>th</sup> Annual Wahiawa Pineapple 10k Run in Wahiawa, Oahu, Hawaii, Tax Map Key (1) 7-1-002:037, :044 (por.)  
April 30, 2026

Respectfully Submitted,

*/s/ Anela Akana*

Food and Product Innovation Network  
Manager

*Approved for Submittal:*

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Wendy Gady  
Executive Director

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Request for Approval to Issue a Right of Entry to the Central Oahu Chief Petty Officer Association for Parking Access for the 49<sup>th</sup> Annual Wahiawa Pineapple 10k Run in Wahiawa, Oahu, Hawaii, Tax Map Key (1) 7-1-002:037, :044 (por.)  
April 30, 2026

**EXHIBIT A**

*(Insert Map of designated parking area)*



JOSH GREEN, M.D.  
GOVERNOR

SYLVIA LUKE  
LT. GOVERNOR



WENDY GADY  
EXECUTIVE DIRECTOR

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT CORPORATION**  
HUI HO'OU LU AINA MAHIAI

**DA:** April 24, 2026

**TO:** ADC Board of Directors

**FR:** Wendy Gady, Executive Director

**SUBJECT:** Status Update on Grant Update

### **I. Purpose**

To provide the Board with an updated report regarding current grant awards, active grant pursuits, phased federal applications, and pending external funding opportunities supporting ADC priorities in agricultural infrastructure, food systems capacity, wildfire mitigation, and statewide resilience.

### **II. Executive Summary**

ADC continues to pursue outside funding to leverage state resources and accelerate strategic initiatives. Current active funding totals \$125,000, while pending grant opportunities exceed \$50 million in potential project funding.

Current active awards include:

1. Ulupono Initiative – \$75,000
2. ETIPP Technical Assistance – \$50,000

Pending major opportunities include:

- Defense Community Infrastructure Program (DCIP) – Kekaha Bridges
- FEMA / HIEMA Wildfire Mitigation Project – O'ahu
- Cold and Frozen Storage – Hilo Shipman Parcel
- Cold and Frozen Storage – Central O'ahu
- Vegetation Fuel Reduction Projects

### III. Current Grant Funding Status

#### A. Ulupono Initiative – \$75,000

Use Category	Amount	Status
Strategic Plan Update through UHCDC	\$35,000	Active
Board Minutes / Administrative Support	\$40,000	Candidate Screening

One selected candidate was unable to continue due to injury. Replacement candidates were provided and one finalist is currently under screening.

Estimated Start Date: May 1, 2026

#### B. ETIPP Technical Assistance – \$50,000

Supports feasibility analysis for hydroelectric opportunities associated with Wahiawā Dam and irrigation infrastructure.

### IV. Major Pending and Active Applications

#### A. Defense Community Infrastructure Program (DCIP) – Kekaha Bridges

ADC previously applied for bridge repairs supporting access to the Pacific Missile Range Facility.

Item	Detail
Maximum Grant	\$20,000,000
Match Requirement	None
Status	Program reopened

ADC has contacted PMRF and the Hawai'i Department of Transportation regarding support and coordination.

## B. FEMA / HIEMA Wildfire Mitigation Project – O‘ahu

### Project Background

This wildfire mitigation project is a phased project designed to reduce wildfire risk on ADC lands in Central O‘ahu and surrounding agricultural communities.

ADC submitted approximately 900 acres for consideration.

### Project Structure

#### Phase 1 – Planning & Predevelopment

Phase 1 would complete all required planning activities, including:

- Environmental and technical studies
- Risk assessments
- Mapping and project boundary refinement
- Determination of exact treatment acreage and priority zones
- Final scope of work development
- Implementation planning

#### Phase 2 – Construction / Implementation

Phase 2 would include on-the-ground wildfire mitigation activities such as:

- Vegetation clearing
- Fuel break establishment
- Access improvements
- Site hardening
- Additional mitigation infrastructure

### Funding Mechanics

ADC would initially fund eligible expenses and then seek reimbursement for 75% federal share through FEMA administered via Hawai‘i Emergency Management Agency (HIEMA).

Quarterly reimbursement requests are recommended once project implementation begins.

### Estimated Award Timing

Award decisions are likely still several months away. ADC would need to ensure Phase 1 local share funding is available upon award.

### Budget Summary

Component	Federal Share	ADC Share	Total Cost
Phase 1	\$428,625	\$142,875	\$571,500
Phase 2	\$8,989,500	\$2,853,625	\$11,843,125
Total Project	\$9,418,125	\$2,996,500	\$12,414,625

*Note: Amounts reflect submitted estimates and may be refined during grant negotiations.*

### Delegation Outreach

Submitted to:

- Brian Schatz
- Mazie Hirono
- Jill Tokuda

Representative Tokuda has previously advanced wildfire-related requests.

### C. Hilo Cold Storage Project – Shipman Parcel

ADC-owned Shipman parcel project for chiller and freezer capacity.

Confirmed eligible by United States Department of Agriculture Rural Development.

Scenario	Federal Request	ADC Match	Total
Maximum	\$1,750,000	\$583,333	\$2,333,333
Minimum	\$950,000	\$237,500	\$1,187,500

#### **D. Central O'ahu Cold and Frozen Storage**

Regional food resilience project supporting institutional procurement and producer growth.

Estimated Grant ADC Match

\$2,000,000      \$500,000

#### **E. Whitmore Wildfire Fuel Reduction**

Vegetation management and hazard reduction surrounding Whitmore Village.

Estimated ADC Match

\$400,000

#### **V. Strategic Considerations**

These grant opportunities directly support ADC's statutory mission under Chapter 163D, Hawai'i Revised Statutes, by:

- Expanding food security infrastructure
- Reducing wildfire risk to communities and farms
- Preserving strategic transportation assets
- Leveraging federal dollars for state priorities
- Activating ADC lands productively
- Supporting resilience and economic diversification

## **VI. Requested Board Guidance**

Staff respectfully request guidance regarding:

1. Match funding priorities
2. Use of revolving/CIP resources for Phase 1 commitments
3. Sequencing of multi-phase wildfire projects
4. Continued pursuit of overlapping legislative and grant opportunities
5. Federal delegation engagement priorities

## **VII. Recommendation**

Receive the report and provide directions as deemed appropriate.

JOSH GREEN, M.D.  
GOVERNOR

SYLVIA LUKE  
LT. GOVERNOR



WENDY GADY  
EXECUTIVE DIRECTOR

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT CORPORATION**  
HUI HO'OU LU AINA MAHIAI

**DA:** April 24, 2026

**TO:** ADC Board of Directors

**FR:** Wendy Gady, Executive Director

**SUBJECT:** Status Update on Capital Improvement and Operating Funds at Risk of Lapsing

**I. Purpose**

To provide the Board with a status update on existing appropriations currently at risk of lapsing and the actions underway to preserve funding and advance implementation of critical ADC projects.

**II. Executive Summary**

ADC has identified three funding items requiring immediate administrative, procurement, and approval actions to avoid lapse at fiscal year-end. These projects support core ADC statutory responsibilities involving agricultural infrastructure, land activation, and operational security.

Items currently at risk include:

1. Kekaha Bridge Improvements – \$2,500,000
2. Kekaha Agricultural Processing Facility – \$2,000,000
3. Security Funding – \$801,000

Staff are actively coordinating with DBEDT, Budget & Finance, contractors, and partner agencies to meet encumbrance and approval deadlines.

**III. Project Status Summary**

<b>Project</b>	<b>Amount</b>	<b>Risk Factor</b>	<b>Current Status</b>	<b>Critical Deadline</b>
Kekaha Bridge	\$2,500,000	Procurement method change	Design awarded to SSFM	June 30, 2026

<b>Project</b>	<b>Amount</b>	<b>Risk Factor</b>	<b>Current Status</b>	<b>Critical Deadline</b>
Kekaha Agricultural Processing	\$2,000,000	Design contract delays	Contract ready for execution	June 30, 2026
Security Funding	\$801,000	MOU contracting delays	Awaiting draft MOU from DLE	May 29, 2026

#### **IV. Detailed Status Reports**

##### **1. Kekaha Bridge Improvements**

**Amount:** \$2,500,000

**Reason Funds Are at Risk:**

Project delivery was modified from Design-Build to Design-Bid-Build, requiring redesign of procurement sequencing and additional processing time.

**Current Status:**

Design contract awarded to SSFM. ADC has now received a design contract package.

**Next Steps:**

- **4/23/26** – Expected receipt of design contract (**Completed**)
- **4/24/26** – Submit to DBEDT for processing
- **4/27/26 – 5/1/26** – Submit to B&F for routing to Governor, ADC, and DBEDT
- **6/14/26** – Bids must be in place to support encumbrance
- **6/30/26** – Blanket encumber \$2.5M balance if needed

##### **2. Kekaha Agricultural Processing Facility**

**Amount:** \$2,000,000

**Reason Funds Are at Risk:**

Delay in receiving finalized design contract from consultant.

**Current Status:**

Contract reviewed internally. Consultant is Engineering Partners. Equipment scope coordination underway.

### Next Steps:

- **4/23/26** – Ken to confer with Mike Faye regarding equipment purchases integrated with design (**Completed**)
- **4/24/26** – Execute design contract
- **4/27/26 – 5/1/26** – Submit to B&F for routing to Governor, ADC, and DBEDT
- **6/14/26** – Bids must be in place to support encumbrance
- **6/30/26** – Blanket encumber remaining balance as appropriate

### 3. Security Funding

**Amount:** \$801,000

#### **Reason Funds Are at Risk:**

Delays in establishing interagency contracting mechanism for security services.

#### **Current Status:**

Request for Memorandum of Understanding submitted to the Hawai'i Department of Law Enforcement for Central O'ahu services.

### Next Steps:

- **4/24/26** – Follow up with Director Lambert and Deputy Director, DLE (**Completed discussion; draft MOU expected by 5/1/26**)
- **4/24/26** – Request Hawai'i Department of the Attorney General assistance to draft an MOU modeled after HCDA agreement structure
- **5/7/26** – Board submittal deadline for May Board meeting
- **5/21/26** – Board action to authorize execution of MOU and transfer of funds
- **5/22/26 – 5/29/26** – Execute Journal Voucher transfer

### V. Strategic Importance

These funds support ADC's mission under Chapter 163D, Hawai'i Revised Statutes, including:

- Maintaining critical agricultural transportation infrastructure
- Expanding food processing and value-added manufacturing capacity
- Protecting agricultural assets and tenants through enhanced security

- Advancing productive use of state agricultural lands
- Preserving prior legislative investments

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">GM606</a>	Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, DAVID HINAZUMI, for a term to expire 06-30-2028.			EDT	(S)4/20/2026-One Day Notice 04-21-26.		
<a href="#">GM607</a>	Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, JAYSON WATTS, for a term to expire 06-30-2029.			EDT	(S)4/20/2026-One Day Notice 04-21-26.		
<a href="#">GM682</a>	Submitting for consideration and confirmation to the Board of Directors of the Agribusiness Development Corporation, Gubernatorial Nominee, JOSHUA UYEHARA, for a term to expire 06-30-2030.			EDT	(S)4/20/2026-One Day Notice 04-21-26.		
<a href="#">HB1800 HD1 SD1</a>	RELATING TO THE STATE BUDGET.	Adjusts and requests appropriations for fiscal biennium 2025 2027 funding requirements for operations and capital improvement projects of Executive Branch agencies and programs. (SD1)	NAKAMURA (Introduced by request of another party)	WAM	(H)4/17/2026- Received notice of Senate conferees (Sen. Com. No. 712).	DBEDT will coordinate testimony with input from all programs. Attached agencies should prepare own testimony as well.	SB2500

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB2169 SD1</a> <a href="#">HD1</a>	RELATING TO THE AGRIBUSINESS DEVELOPMENT CORPORATION.	Authorizes the Agribusiness Development Corporation to acquire by condemnation any real property or interest in real property, except public lands, under certain conditions. Prohibits any real property acquired by the Corporation by condemnation from subsequently being transferred or taken for any other public use without the Corporation's consent. Effective 7/1/3000. (HD1)	RICHARDS, CHANG, KIDANI	AGR, JHA	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).		
<a href="#">SB2320 SD1</a> <a href="#">HD1</a>	RELATING TO AGRICULTURE.	Establishes the Kuleana AgTech Pathways Program to create career pipelines in the fields of agriculture and agricultural technology. Requires the University of Hawaii to collaborate with the Department of Education, Department of Agriculture and Biosecurity, Agribusiness Development Corporation, Department of Labor and Industrial Relations, and appropriate community organizations to develop and administer the program. Requires reports to the Legislature. Appropriates funds. Effective 7/1/3000. (HD1)	GABBARD, CHANG, HASHIMOTO, KANUHA, MCKELVEY, RICHARDS, SAN BUENAVENTURA	AGR, HED, FIN	(H)4/16/2026- Received notice of disagreement (Sen. Com. No. 710).	UH: \$ TBD general funds in FY27 for agtech pathways program (HD1)	

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB2360 SD1</a> <a href="#">HD2</a>	RELATING TO STATE ENTERPRISE ZONES.	Amends the definition of "eligible business activity" for the purposes of the Enterprise Zone Program to include certain retail sales of tangible personal property, processing of certain value-added agricultural products, the Hawaii food and product innovation network, and the provision of certain professional services by health care professionals. For taxable years beginning after 12/31/2026, extends the eligibility period of the state business tax credit for qualified businesses within state enterprise zones. Beginning 1/1/2028, extends the eligibility period of the general excise tax exemption for qualified businesses within state enterprise zones. Applies to qualified businesses who join the Enterprise Zone Program on or after a specific date. Effective 7/1/3000. (HD1)	DECOITE, CHANG, FUKUNAGA, GABBARD, HASHIMOTO, KIDANI, LAMOSAO, MCKELVEY, RICHARDS, Elefante, Wakai	ECD, AGR, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).		
<a href="#">SB2405 SD1</a> <a href="#">HD2</a>	RELATING TO AGRICULTURAL WORKFORCE HOUSING.	Establishes an Agricultural Workforce Housing Working Group within the Department of Agriculture and Biosecurity to address the shortage and challenges of agricultural workforce housing in the State. Requires reports to the Legislature. Appropriates funds. Effective 7/1/3000. (HD2)	RICHARDS, CHANG, GABBARD, KANUHA, KIDANI, SAN BUENAVENTURA, Hashimoto, Wakai	AGR, HSG, WAL	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).	DAB: \$ TBD general funds in FY27 for Ag Workforce Housing Working Group (HD2). Orig bill noted \$250K.	HB1604

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB2407 SD2 HD1</a>	RELATING TO AGRICULTURAL LAND.	Establishes one full-time equivalent (1.0 FTE) Hawaii Island Property Manager position within the Agribusiness Development Corporation. Effective 7/1/3000. (HD1)	RICHARDS, FEVELLA, KANUHA, KIDANI, Wakai	AGR, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).	ADC: \$ TBD general funds and 1.00 FTE in FY27 for Hawaii Island Property Manager (HD1)	
<a href="#">SB2595 SD1 HD1</a>	RELATING TO THE AGRIBUSINESS DEVELOPMENT CORPORATION.	Requires payments to the Agribusiness Development Corporation for letting, licensing, or renting of its properties to be at appraised market value rates or higher, except where the lessees, licensees, and tenants grow, raise, and harvest fresh local agricultural products for the Department of Education or are partner members of the Food and Product Innovation Network. Effective 7/1/3000. (HD1)	DELA CRUZ, HASHIMOTO, KIDANI, Moriwaki	AGR, FIN	(H)4/16/2026- Received notice of disagreement (Sen. Com. No. 710).		
<a href="#">SB2598 HD1</a>	RELATING TO NON-GENERAL FUNDS.	Authorizes the use of moneys in certain special and revolving funds for operation and administration costs of the programs. Effective 7/1/3000. (HD1)	DELA CRUZ	FIN	(H)4/16/2026- Received notice of disagreement (Sen. Com. No. 710).		
<a href="#">SB2800 SD1 HD1</a>	RELATING TO IRRIGATION SYSTEMS.	Appropriates funds to the Department of Agriculture and Biosecurity, Department of Land and Natural Resources, and Agribusiness Development Corporation to acquire, repair, and maintain irrigation systems in the State. Effective 7/1/3000. (HD1)	DELA CRUZ, CHANG, ELEFANTE, HASHIMOTO, KIDANI, Wakai	AGR, WAL, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).	\$ TBD general funds in FY27 for irrigation systems (HD1). Committee report notes DAB \$65M, DLNR \$14M, and ADC \$350M.	

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB2805 SD2</a> <a href="#">HD1</a>	RELATING TO AGRICULTURE.	Establishes a nonrefundable income tax credit to incentivize significant investment in agricultural production and support the expansion of agricultural crops that take longer to become productive. Applies to taxable years beginning after 12/31/2026. Sunsets 1/1/2031. Effective 7/1/3000. (HD1)	DELA CRUZ, KIDANI, LAMOSAO, LEE, C., Elefante	AGR, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).		
<a href="#">SB2907 SD1</a> <a href="#">HD3</a>	RELATING TO MARINE AFFAIRS.	Declares that the State is an ocean cluster. Establishes the Office of Marine Affairs and Marine Affairs Governing Board within the Hawaii Technology Development Corporation. Establishes and appropriates funds for the Marine Affairs Coordinator position. Repeals the powers and duties of the Department of Business, Economic Development, and Tourism over marine affairs. Transfers the employees and functions of the Governor's Advisory Committee on Marine Affairs to the Office of Marine Affairs. Effective 7/1/3000. (HD3)	WAKAI, CHANG	ECD, WAL, FIN	(H)4/16/2026- Received notice of disagreement (Sen. Com. No. 710).	*TRANSFERS EXISTING BUDGET AND STAFF TO HTDC + \$TBD general funds in FY27 for 1.00 Marine Affairs Coordinator (HD3)	HB1829
<a href="#">SB2921 SD1</a> <a href="#">HD1</a>	RELATING TO STATE FUNDS.	Transfers to the general fund the excess balances of various non-general funds and programs. Effective 7/1/3000. (HD1)	DELA CRUZ	FIN	(H)4/16/2026- Received notice of disagreement (Sen. Com. No. 710).	*SPECIAL FUND SWEEP* HD1 has no dollar amounts.	

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB3063 SD1</a> <a href="#">HD1</a>	RELATING TO DEPARTMENT OF EDUCATION PROCUREMENT.	Exempts from the Hawaii Public Procurement Code procurements by the Department of Education of any amount of local edible produce and packaged food products that do not cost more than five per cent of non-local alternatives. Effective 7/1/3000. (HD1)	DELA CRUZ, CHANG, HASHIMOTO, KIDANI, Elefante, Wakai	EDN, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).		
<a href="#">SB3233 SD1</a> <a href="#">HD2</a>	RELATING TO AGRICULTURAL WORKFORCE HOUSING.	Requires state agencies that administer agricultural leases, licenses, development programs, or procurement involving agricultural products to award points or preferences to agricultural projects incorporating agricultural workforce housing. Requires the Department of Agriculture and Biosecurity to submit a report to the Legislature. Effective 7/1/3000. (HD2)	DELA CRUZ, KIDANI	AGR, HSG, FIN	(H)4/10/2026- Received notice of disagreement (Sen. Com. No. 564).		HB2495

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SB3320 SD1 HD1</a>	RELATING TO THE FOOD AND PRODUCT INNOVATION NETWORK.	Requires the Food and Product Innovation Network to integrate a coordinated food safety and regulatory framework. Requires the Agribusiness Development Corporation to establish key performance indicators for the Food and Product Innovation Network, develop a market access strategy, align and harmonize state branding initiatives, and report certain data to the Legislature. Requires the Department of Business, Economic Development, and Tourism to evaluate or adapt enterprise zone incentives in all counties to better support the Food and Product Innovation Network. Appropriates funds. Effective 7/1/3000. (HD1)	GABBARD, CHANG, FEVELLA, MCKELVEY, RICHARDS	AGR, ECD, FIN	(H)4/16/2026-Received notice of disagreement (Sen. Com. No. 710).		HB2459
<a href="#">SB3332 SD1 HD1</a>	RELATING TO STATE-FUNDED TRAVEL.	Requires reports on travel taken by certain state agencies and for the reports to be submitted to the money committees of the Legislature. Sunsets 6/30/2028. Effective 7/1/3000. (HD1)	KIM, FEVELLA, GABBARD, HASHIMOTO, San Buenaventura	LAB, FIN	(H)4/16/2026-Received notice of disagreement (Sen. Com. No. 710).		
<a href="#">HCR24 HD1</a>		REQUESTING THE DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM TO CONDUCT A STUDY ON HAWAII'S FOOD MANUFACTURING STRENGTHS AND STRATEGIC MARKETS.	KAHALOA, GEDEON, KITAGAWA, KUSCH, LOWEN, MARTEN, PERRUSO, REYES ODA, SHIMIZU, TAKAYAMA	EDT	(S)4/10/2026-Referred to EDT.		HR23, SCR49

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">HR100</a>		REQUESTING THE DEPARTMENT OF EDUCATION TO SUBMIT A REPORT TO THE LEGISLATURE DETAILING FARM-TO-SCHOOL IMPLEMENTATION, LOCAL FOOD PROCUREMENT, REGIONAL KITCHEN ALIGNMENT, AND FEDERAL FARM-TO-SCHOOL GRANT PARTICIPATION.	CHUN	EDN, AGR	(H)3/18/2026- Referred to EDN, AGR, referral sheet 19		HCR108, SR106
<a href="#">HCR144 HD2</a>		REQUESTING THE DEPARTMENT OF AGRICULTURE AND BIOSECURITY TO COLLABORATE WITH STATE AND COUNTY AGENCIES AND COMMUNITY-BASED ORGANIZATIONS TO DEVELOP A COMPREHENSIVE STATEWIDE FOOD SECURITY STRATEGY.	GRANDINETTI, AMATO, BELATTI, IWAMOTO, KUSCH, MARTEN, PERRUSO, POEPOE	GVO/AEN	(S)4/17/2026-The committee(s) on AEN recommend(s) that the measure be PASSED, UNAMENDED. The votes in AEN were as follows: 3 Aye(s): Senator(s) Gabbard, Rhoads, Awa; Aye(s) with reservations: none ; 0 No(es): none; and 2 Excused: Senator(s) Richards, DeCoite.		HR136, SCR41
<a href="#">HCR188</a>		REQUESTING THE HAWAII TOURISM AUTHORITY TO ESTABLISH AN AGRICULTURAL TOURISM WORKING GROUP TO EXAMINE EXISTING LAWS AND ORDINANCES RELATING TO AGRICULTURAL TOURISM AND PROVIDE RECOMMENDATIONS TO ENCOURAGE THE GROWTH OF AGRICULTURAL TOURISM IN HAWAII.	KAHALOA, LOWEN, PERRUSO, POEPOE, TAM	EDT/AEN	(S)4/10/2026- Referred to EDT/AEN.		HR178

Measure	Title	Description	Introducer	Referral	Status	Appn Amt/Funding	Companion
<a href="#">SCR126</a>	ADC; North Kohala; Agriculture; Agricultural Development;	REQUESTING THE AGRIBUSINESS DEVELOPMENT CORPORATION TO COMPLETE THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE HALAULA AGRICULTURAL PARCEL IDENTIFIED AS TAX MAP KEY: (3) 5-3-7:15.	RICHARDS, MCKELVEY, Wakai	EDT, WAM	(S)3/19/2026- Referred to EDT, WAM.		SR118