



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is _____ 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) DHHL Trust Funds

(Identify state sources)

or (2) HUD NAHASDA Block Grant

(Identify federal sources)

or both, in the following amounts: State \$ _____

Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-12-HHL-001 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

TBD

DOLLARS

(\$ TBD), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☒ is required to provide or ☐ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☒ a performance and payment bond in the amount of TBD DOLLARS (\$ TBD).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of ONE THOUSAND and 00/100 DOLLARS (\$ 1,000.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Alapaki Nahale-a

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

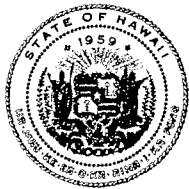
Notary Name: _____ Circuit _____

Doc. Description: Contract for Goods or Services Based on

Competitive Sealed Bids

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

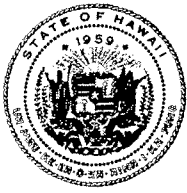
By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

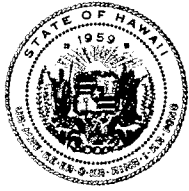
Date _____



STATE OF HAWAII
TIME OF PERFORMANCE

Project: Kakaina Subdivision
Location: Waimanalo, Oahu, Hawaii (TMK: 4-1-08: 10, 81 & 91)
Contractor:

The entire contract work shall be completed within two hundred seventy-five (275) calendar days after receiving a written notice to proceed, subject to extensions as may be granted at the sole discretion of the STATE.



STATE OF HAWAII

**CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Albert "Alapaki" Nahale-a

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

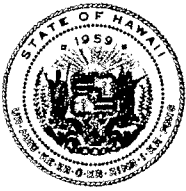
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

SPECIAL CONDITIONS

Project: Kakaina Subdivision
Location: Waimanalo, Oahu, Hawaii (TMK: 4-1-08: 10, 81 & 91)
Contractor:

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “DHHL” and “STATE”.
- c. “CONTRACTOR” and “Consultant”.

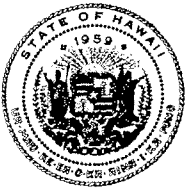
SC-02 INSURANCE COVERAGE

The Contractor shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Interim General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

INSURANCE REQUIREMENTS are as follows:

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate.
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-Contractor fails to provide adequate similar protection for all his employees, to all employees of sub-Contractors.



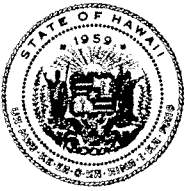
STATE OF HAWAII

SPECIAL CONDITIONS

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all Subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its Subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any Subcontractor.

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The Contractor shall complete all work as specified or indicated in the Contract Documents on or before two hundred seventy-five (275) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



STATE OF HAWAII

SPECIAL CONDITIONS

In case of failure on the part of the Contractor to complete the work within the time specified, the Contractor shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH CONSULTANT OF DHHL

Until Notice to Proceed is issued, any and all submittals, reports, requests, claims and notices under the contract;

Pertaining to work within and adjacent to Kakaina Subdivision, shall be processed through the Consultant of the Department, namely Akinaka and Associates Ltd., 3375 Koapaka Street, Suite B-206, Honolulu, HI 96819-1947, Phone No. 836-1900, Fax No. 836-8852.

After notice to proceed has been issued, any and all submittals, reports, requests, claims and notices under the contract that pertain to Kakaina Subdivision shall be processed through the Construction Manager (CM) with copies submitted to DHHL and the above Consultant as applicable. The CM contact person and number will be identified at the pre-construction meeting.

SC-05 SURVEYING SERVICES

Refer to DHHL Interim General Condition 5.9.3.

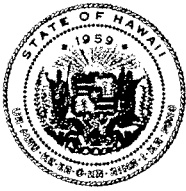
The Contractor shall submit the name of the surveyor, who shall be licensed in the State of Hawaii and will be doing this work for it throughout the course of the project, to DHHL prior to beginning work at the site.

Upon request, DHHL shall provide subdivision plat maps to the contractor to enable its surveyor to stake out the various work.

Property pins for the existing lots adjacent to the Kakaina Subdivision may remain intact and may be visible. However, DHHL makes no warranty that these existing pins are accurate or have not been disturbed.

The contractor shall not disturb any existing property pins and is solely responsible for their replacement. The contractor shall accurately replace any existing property pins disturbed or removed by it and shall certify that they have been re-installed in the correct locations at no cost to DHHL.

The Contractor and Contractor's Licensed Professional Land Surveyor shall provide a letter jointly certifying that all work, including the grading and installation of any drywells, were built to the lines and grades shown on the record drawings.



STATE OF HAWAII

SPECIAL CONDITIONS

Except where specifically provided for in the proposal, all work necessary for, or related to surveying services shall be considered incidental to the various contract items.

SC-06 ALLOWANCES

The proposal may contain payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-07 PERMITS AND FEES

Contractor shall apply and pay for all permits, inspection and other fees. The Contractor shall obtain separate work permits, including but not limited to building and grading permits, and make separate payment of fees,

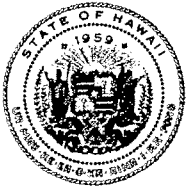
All work necessary to comply with this item will not be paid for separately but shall be considered incidental to the various contract items. No separate payment will be made.

SC-08 COORDINATION WITH OTHER PARTIES

The Contractor shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the to the Board of Water Supply (BWS), Hawaiian Electric Company (HECO), Sandwich Isles Communications (SIC), City and County of Honolulu.

The Contractor shall request, coordinate and schedule all inspections during construction, including but not limited to preliminary, pre-final, and final inspections, by all necessary government agencies having jurisdiction or vested interests over or in any and all elements of the project.

All work necessary to comply with this item shall be considered incidental to the various contract items. No separate payment will be made.



STATE OF HAWAII

SPECIAL CONDITIONS

SC-09 CONTRACTOR'S LICENSING

It is each Contractor's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the Contractor does not hold all of the licenses required to perform a particular item of work on this project with its own workers, the bidder must list subcontractors that hold the appropriate licenses in its proposal.

Proposals from Contractors that fail to comply with these requirements shall be rejected per DHHL Interim General Condition 3.2.

SC-10 WATER CHARGES AND REQUIREMENTS

The Contractor shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

SC-11 SOIL AND DUST CONTROL

To control the dust during construction, the Contractor shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The Contractor shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

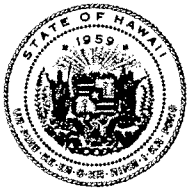
Dust fences shall be installed at locations specified and shown on the plan or as indicated by the Project Manager during construction.

Dust control measures shall be implemented whether or not a dust fence is installed, unless directed otherwise by the Project Manager. Refer also to DHHL Interim General Condition 7.14 and Technical Specification Section 01430, Part 3.05.

Pursuant to DHHL Interim General Conditions 7.17 and 7.19, the Contractor shall be solely responsible for all damages and claims resulting from dust generated by the construction of this project.

SC-12 COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.



STATE OF HAWAII

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SC-13 ENERGY EFFICIENCY

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State of Hawaii.

SC-14 REVISIONS TO DHHL INTERIM GENERAL CONDITIONS (DATED AUGUST 16, 2005)

Throughout the DHHL Interim General Conditions, replace the address: “1099 Alakea Street, Suite 2000, Honolulu, Hawaii 96813” with “Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707.”

In addition, the following changes to the DHHL Interim General Conditions shall be in effect:

ARTICLE 2: PROPOSAL REQUIREMENTS AND CONDITIONS

In section 2.1.1.2, delete the second sentence, “*The words, ‘INTENTION TO BID’ must be clearly written or typed on the face of the envelope containing the written notice of intention to bid.*”

Replace section 2.1.1.7 on page 11 in its entirety with the following:

2.1.1.7 The Chairman may, in accordance with Section 103D-310 Hawaii Revised Statutes, require the prospective Bidder to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS ON PUBLIC WORKS CONTRACTS, on the form provided by the Department, properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part, under any circumstances. If the information in the questionnaire proves satisfactory, the



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Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

In section 2.6.1, delete the third sentence, "*The face of the envelope containing the request must be clearly marked 'SUBSTITUTION REQUEST'.*".

Revise section 2.10 as follows:

DELIVERY OF PROPOSALS. The entire proposal shall be placed together with the bid security, in a sealed envelope ~~no smaller than 9 1/2" x 12" so marked as to indicate the identity of the project, the project number, the date of bid opening and the name and address of the Bidder and then~~ delivered as indicated in the Notice to Contractors. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. ~~The words "SEALED BID" must be clearly written or typed on the face of the sealed envelope containing the proposal and bid security.~~ The time designated by the time stamping device in DHHL shall be official.

Replace section 2.14, titled "PROTESTS," on page 18 in its entirety with the following:

2.14 PROTESTS

2.14.1 Protests shall be governed by Section 103D-701, Hawaii Revised Statutes, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, of the Hawaii Administrative Rules, and as amended hereafter.

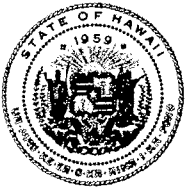
2.14.2 The Chairman is the Department's chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation.

ARTICLE 3: AWARD AND EXECUTION OF CONTRACT

After Section 3.4.4 on page 21, insert the following new sections:

3.4.5 Responsibility of Offerors (§103D-310(c), HRS, and §3-122-112, HAR). Upon award of the contract under this solicitation, Offeror shall provide:

- (a) An original tax clearance certificate from the Department of Taxation and the Internal Revenue Service, current within six months of issuance date;



STATE OF HAWAII

SPECIAL CONDITIONS

- (b) A certificate of compliance for Chapter 383 - Unemployment Insurance, Chapter 386 - Workers Compensation; Chapter 392 - Temporary Disability Insurance and Chapter 393 - Prepaid Health Care, from the Department of Labor and Industrial Relations, current within six months of issuance date (**Form LIR #27**); and
- (c) A certificate of good standing from the Business Registration Division of the Department of Commerce and Consumer Affairs, within six months of issuance date.

3.4.5.1 Tax Clearance. Refer to Section 2.1.2.

3.4.5.2 Unemployment Insurance (HRS Chapter 383), Workers' Compensation (HRS Chapter 386), Temporary Disability Insurance (HRS Chapter 392), and Prepaid Health Care (HRS Chapter 393). Successful Offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR Application for Certificate of Compliance with Section 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf>, or at neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the purchasing agency.

3.4.5.3 Certificate of Good Standing. Successful Offeror shall be required to submit one of the following as applicable:

- (a) Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, Offeror shall submit a Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG).
- (b) Sole Proprietorship. A Hawaii business that is a sole proprietorship, is not required to register with the BREG, and therefore not required to submit the certificate. An Offeror's status as sole proprietor or other business entity and its business street address indicated on the Bid Offer Form will be used to confirm that the Offeror is a Hawaii business.



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- (c) Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business” is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, Offeror shall submit a Certificate of Good Standing.

A Certificate of Good Standing may be obtained online at www.BusinessRegistrations.com, or by phone at (808) 586-2727 (M-F 7:45 to 4:30 HST). The “Certificate of Good Standing” is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. Offerors are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

- 3.4.5.4 Hawaii Compliance Express. Instead of separately applying for the abovementioned paper certificates at the various state/federal agencies, Offerors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register on-line at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>.

The HCE provides the vendor with a "Certificate of Vendor Compliance" with current status as of the issuance date, accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services are required to pay an annual fee of \$12.00.

ARTICLE 4: SCOPE OF WORK

4.5 - ALLOWANCES FOR OVERHEAD AND PROFIT (3-125-13-HAR)

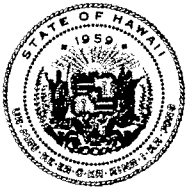
- In both Sections 4.5.1.1 and Section 4.5.1.2, replace: “fifteen percent (15%)” with **[twenty percent (20%)]**
- In Section 4.5.1.3, replace: “seven percent (7%)” with **[ten percent (10 %)]**

ARTICLE 5: CONTROL OF WORK

5.2 – AUTHORITY OF THE PROJECT MANAGER

Under Section 5.2, Authority of the Project Manager, add the following sentence at the end of the paragraph:

“The Administrator of the Land Development Division of the Department, or his designee, shall also have authority to act on behalf of the Department on all matters regarding the contract that are not reserved for the Chairman.”



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5.5 - SHOP DRAWINGS AND OTHER SUBMITTALS

In the second and fourth sentences of Section 5.5.1(c), replace “licensed professional Manager” with “licensed professional Engineer.”

5.6 – COORDINATION OF CONTRACT DOCUMENTS

After Section 5.6.4.1, insert the following new section:

5.6.4.2: In the event of a conflict between Form AG-008 (4/15/09) (the “General Conditions”) and the DHHL Interim General Conditions (August 16, 2005), the requirements of the “DHHL Interim General Conditions (August 16, 2005)” will apply to the extent provided by and as allowed under law.

5.9.3 – MANAGERING WORK

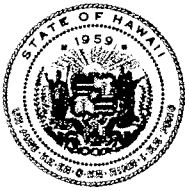
- Replace the word: “Managering” in this section title with “Engineering.”
- In the first, second, and fourth sentences of this section, replace the words “Managering” with “engineering.”
- In Section 5.9.3.4 – Replace the phrase “Civil Manager” with “Civil Engineer.”

1. 5.12 – VALUE MANAGERING INCENTIVE

- Replace the word: “Managering” in this section title with “Engineering.”
- In Sections 5.12.1 and 5.12.2, replace the word “Managering” with “Engineering.”
- In Section 5.12.4, replace the word “Manager” in this section title with “Engineer” and replace the phrase “professional architect or Manager” with “professional architect or engineer.”

5.13 – SUBCONTRACTS

In Section 5.13.6 SUBCONTRACTING, add the following at the end: “For the purposes of this section, the Contractor’s work is defined as: direct cost labor for contractor’s forces; direct cost materials installed by the contractor’s direct cost labor force; direct cost equipment, either owned or leased, used by the contractor’s direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.”



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ARTICLE 7: PROSECUTION AND PROGRESS

Modify the following subsection on page 45 under:

7.2 – COMMENCEMENT REQUIREMENTS

After Section 7.2.1 on page 45, add the following new section:

7.2.1.1 Identification of the surveyor who shall be licensed in the State of Hawaii and will work for it throughout the course of the project per DHHL Interim General Condition 5.9.3.4.

7.3 – INSURANCE REQUIREMENTS

Delete the limits of liability insurance specified in items 7.3.7.2. and insert the following section:

“General Liability and Automobile Insurance. CONTRACTOR shall maintain, at its own expense, the minimum insurance coverage specified below throughout the term of this Contract.

- a. General Liability insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
- b. Automobile insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.”

7.4 – PERMITS AND LICENSES

Edit the first sentence in section 7.4.1 as follows: The Department or its representatives may process Federal (e.g. Corps of ~~Managers~~ Engineers), State and county permit applications.

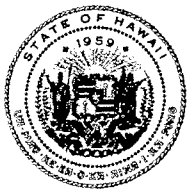
ARTICLE 8: MEASUREMENT AND PAYMENT

Modify the following subsections:

8.1 – MEASUREMENT OF QUANTITIES

- Under Section 8.1.2 on page 74, delete the following phrase: "except where slope exceeds ten percent (10%)."

8.4 – PROGRESS AND/OR PARTIAL PAYMENTS



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- After Section 8.4.5 on page 79, insert the following new section:

8.4.6 Final Payment Requirements (§3-122-112, HAR). Contractor will submit the following with its invoice for final payment on the contract:

- (a) An original tax clearance certificate, not over two months old.
- (b) An original “Certification of Compliance for Final Payment” (SPO Form-22).

8.6 – RETAINAGE

- In Section 8.6.1. delete the second and third sentences and replace with the following new sentences:

“After fifty percent (50%) of the work is completed and progress is satisfactory, no additional sum will be withheld. If progress is not satisfactory, the Department may continue to withhold retainage sums not exceeding five percent (5%) of the amount due the Contractor.”

- After Section 8.6.1, add the following new sections:

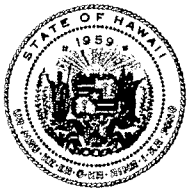
8.6.1.1. Contractor may withhold from amounts due its subcontractors, only the same percentage of retainage as that of the Contractor, and only if its subcontractors have provided valid performance and payments bonds or other bond or collateral acceptable to the Contractor.

8.6.1.2. Contractor or Subcontractor may negotiate with, and retain from its respective subcontractors, a different retainage percentage which cannot exceed ten percent (10%).

- Insert at the beginning of Section 8.6.3 on page 80: “Subject to approval by the Chairman, and at the Chairman’s sole discretion.”

SC-15 FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the City & County of Honolulu, and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by the Department and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.



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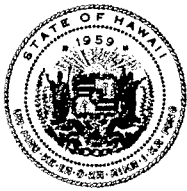
The Contractor shall therefore schedule the final inspection with the Department of Public Works of the City & County of Honolulu and notify the Department's Project Manager one week prior to said inspection.

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require Contractor to complete all unfinished or defective work to the satisfaction of the Department.

SC-16 COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) CHAPTER 103B AS AMENDED BY ACT 192, SLH 2011 - EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS

The Contractor shall comply with the requirements of Hawaii Revised Statutes (HRS) Chapter 103B as amended by Act 192, SLH 2011, Employment of State Residents on Construction Procurement Contracts, as follows:

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
 - a. "Contract" means contracts for construction under chapter 103D, HRS.
 - b. "Contractor" has the same meaning as in section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.
 - c. "Construction" has the same meaning as in section 103D-104, HRS.
 - d. "General Contractor" means any person having a construction contract with a governmental body.
 - e. "Procurement Officer" has the same meaning as in section 103D-104, HRS.
 - f. "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.
 - g. "Shortage trade" means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.
2. HRS Chapter 103B as amended by Act 192, SLH 2011 – Employment of State Residents Requirements:
 - a. A contractor awarded a contract shall ensure that Hawaii residents comprise not

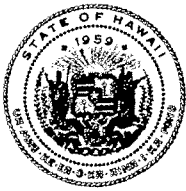


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less than eighty per cent of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

- b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor; that is, such Subcontractors must also ensure that Hawaii residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment.
 - 2) The certification of compliance shall be made in writing under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.
 - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and numbers of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after



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the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
- 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
 - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawaii Revised Statutes §103D-702.
 3. Conflict with Federal Law: This section shall not apply if the application of this chapter is in conflict with any federal law, or if the application of this chapter will disqualify any state or county agency from receiving federal funds or aid.

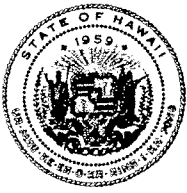
SC-17 GEOTECHNICAL ENGINEERING

Subsurface soil investigations have been made at specific selected locations within both of the project sites. A copy of the complete soils report is included with the bid documents.

Contract specifications shall control over the soils report on contradictory requirements.

The services of a geotechnical engineering firm will be retained by the DHHL. A representative of the geotechnical engineer shall be present at the site to observe site grading, road construction, trenching and backfilling work, and other work, and to take field density tests. Also, the geotechnical engineer will perform laboratory testing of Contractor-submitted soils to determine their acceptability for use as base course, subbase and fill materials. The geotechnical engineer shall also perform compaction tests for embankments, subbase, base course and trench and structural backfill. The Geotechnical Engineer's authority shall be as described in DHHL Interim General Condition 5.4.

The Contractor shall request compaction tests a minimum of 48-hours in advance. Sufficient time shall be allotted to perform field and laboratory tests prior to the placement of material. Resultant delays shall be governed by Section 7.21 of the DHHL Interim General Conditions.



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The Contractor shall be held responsible for the following geotechnical testing costs:

1. All compaction tests performed in the same area where a test has previously been performed.
2. Delay(s) to the Geotechnical Engineer caused by missing or delaying a scheduled soils test.

The Contractor shall compensate DHHL for all costs associated with any or all of the above situations.

The Geotechnical Engineer will keep a record of the associated cost impacts. These cost impacts will be deducted from the contract price by change order(s).

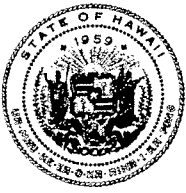
The density test results will be transmitted to the Contractor and to the Project Manager. Where low density test results are noted, the area shall be reworked by the Contractor and retested by the geotechnical engineer. No additional material shall be placed until the required compaction is attained.

If the field observations and test results, in the opinion of the geotechnical engineer, indicate that the earthwork, road construction, trenching and backfilling work, and other work are not in general conformance to the intent of the plans and geotechnical engineering report (if available), the discrepancy will be reported to the Contractor and the Project Manager for corrective action. The Contractor shall remove and replace the material at the Contractor's own expense and no additional compensation shall be made to the Contractor by the Department.

SC-18 COMPENSATION FOR REMOVAL OF ABANDONED VEHICLES, TRASH OR DUMPED ITEMS

Any and all abandoned vehicles, boats or other means of transportation and all appliances and discards of every description found within 5-feet of the actual work limits during the duration of this contract shall be promptly and totally removed from the site. The cost shall be considered incidental to Kakaina Subdivision Proposal Item 1: "Clearing and Grubbing."

The Contractor is solely responsible for taking precautions to prevent unauthorized access during working and non-working hours to eliminate illegal dumping within these areas during the entire duration of the project. Refer to DHHL Interim General Conditions 4.9.1.2, 7.30 and 7.34.



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SC-19 ARCHEOLOGICAL SITES

An archeological assessment of the project areas was completed and no archeological sites were found within the project limits. The Contractor should be aware that archeological sites may be encountered during the construction of this project. If the Contractor encounters a potential archeological site during construction, he shall immediately cease all operations in the area and contact the Project Manager.

SC-20 INADVERTENT DISCOVERY OF HUMAN BURIALS

Although not expected, in the event human burials are inadvertently discovered, the Contractor shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, the Project Manager, the Consultant, the Office of Hawaiian Affairs, Hui Malama I Na Kupuna 'O Hawai'i Nei, and the Hawaii Island Burial Council.

The burial and the area in its vicinity shall be protected until DHHL has been advised of the proper Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) process for burial treatment to undertake and until the selected NAGPRA process has been concluded.

SC-21 DELETED ITEMS

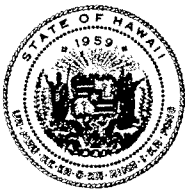
Depending on the site and soil conditions and other factors, the Project Manager may decide to delete a portion or all of a Proposal item in its entirety. A change order shall be issued to delete the work and the contract amount shall be reduced by subtracting the corresponding proposal item amount.

No claim shall be filed for anticipated profit or loss resulting from the deletion of all or part of the proposal item except as indicated in DHHL Interim General Condition 4.6. Refer also to DHHL Interim General Condition 2.2.

SC-22 RESTORATION OF DHHL PROPERTY

Any areas cleared or graded by the Contractor for field office(s), staging or storage operations located in DHHL lots shall be backfilled to the original (or finished) elevations, slopes and grades (shown on the plans) and/or graded to provide proper drainage prior to the completion of the project. The backfilled areas shall be covered with a 2-inch layer of topsoil and immediately grassed.

The backfilling and grassing shall be conducted in accordance with the applicable sections of the contract. Fill material required to backfill these areas, placement and compaction thereof, provision of topsoil and its placement, and grassing will not be paid



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for separately but shall be incidental to the various contract items. Reference is made to DHHL Interim General Conditions 5.11, 7.29, and 7.30.

SC-23 AS-BUILT DRAWINGS/RECORD DRAWINGS

As-Built Drawings:

The Contractor shall provide as-Built drawings. The As-Built drawings shall show the actual construction so that any future renovations or tie-ins can be anticipated accurately.

The Contractor shall record all deviations from the drawings that were authorized by the Project Manager onto the copy of the field plans. The changes shall be recorded immediately after they have been constructed in place to assure they are recorded before they are forgotten.

The Contractor shall record the changes onto the field office plans using a red pencil. The Contractor shall stamp, sign and date each sheet of the field office plans. The stamp shall contain the words "As-Built Drawings" and include a statement signed by the Contractor certifying that the drawings on the sheet accurately and completely reflect and show the actual as-built construction. The stamp format and wording shall be submitted to the Project Manager for prior approval.

The Contractor shall submit the marked up field office plans for the project, stamped, signed and dated, to the Project Manager after the improvements for each respective portion of the project have been completed.

Record Drawings:

All changes shown on the As-Built drawings will be recorded on the original tracings, which will then become the record drawings. The Consultant(s) shall be responsible for preparing the record drawings. The Consultant(s) shall stamp, sign and date the title sheet tracing of the record drawings. The stamp shall contain the words "Record Drawings."

The Contractor shall review the changes made and certify the record drawings by signing and dating the record drawing title sheet tracing where indicated. Any deviations from the plans determined by the Project Manager to be missing from, incomplete, or inaccurately drawn on the As-Built drawings shall be corrected on the record drawing tracings by the State and the Contractor shall be charged for the services. The State will keep a record of the associated cost impacts and deduct them from the contract price.



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Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

SC-24 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Interim General Condition 7.33:

1. The contractor shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project, Kumuhau Subdivision, has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

SC-25 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Interim General Conditions shall govern over Form AG2-GC (12/04)

SC-26 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State of County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

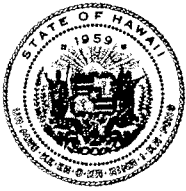
SC-27 CONSTRUCTION MANAGER AND ENGINEER INSPECTION

The DHHL will engage the Engineer and a Construction Manager (CM) for limited construction or full observation to supplement the inspections performed by the State and respective Counties.

CM's and Engineer's authority shall be as described in DHHL Interim General Condition 5.4.

SC-28 EXISTING OCCUPIED LOTS

The Contractor shall provide and maintain continuous vehicular access and utility service (water, telephone and electrical) to the various occupied lots within and surrounding the project for the duration of construction and to the satisfaction of the Project Manager.



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The Contractor shall identify, locate and protect all utility services to these lots prior to any construction activity. Refer to DHHL Interim General Condition 2.5.

The Contractor shall provide safe and convenient access to these lots at all times to the satisfaction of the Project Manager. The Contractor shall also coordinate any temporary utility services with the proper utility companies. The Contractor shall pay all utility installation charges and fees to any utility company for any temporary utility connections.

The Contractor shall notify the lot owners and Project Manager in writing two (2) weeks prior to commencing any work affecting access and/or utility service. Copies of all notifications shall be provided to the Project Manager.

The Department will consider the requirements imposed by this subsection and work done by the Contractor to comply with this subsection incidental to the various contract items. The Department will not make separate or additional payment.

Delays which concern, and arise from the residents of, or the requirements of providing continuous access to, or performing construction activities around and adjoining, the private and DHHL lots will be governed by Section 7.21.5 of the DHHL Interim General Conditions.

SC-29: PROJECT SIGN

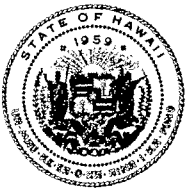
The Contractor shall furnish, erect, maintain and remove a project signs at a location to be designated by the Project Manager.

The project signboards shall be 3/4" thick, "AC" exterior grade fir plywood, 4 feet in height and 7 feet long. All lettering type and size and color selection shall be as specified by DHHL.

All paints used shall be exterior enamel paints manufactured either by Ameritone-Devoe, Boysen, DuPont, Dutch Boy, Fuller-O'Brien, Glidden, Pittsburg, Sherwin-Williams, Sinclair, or approved equal, and made primarily for the purpose for which they are used, and shall be prepared and applied strictly in accordance with the manufacturer's directions. Signs shall be painted with one prime coat and two finish coats.

For bidding purposes only, samples of the project sign are attached to these special Conditions. Final layouts shall be based upon sign plans submitted by the Contractor and approved by the DHHL.

The Project Signs shall be erected at locations directed by the DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the signs. The signs shall be maintained in good condition, throughout the progress of the work until final completion of the respective portions of the project. The project signs shall be



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erected within five (5) days after approval of the sign layout. After the final approval of the construction work by the DHHL, the project signs shall be removed from the site and shall become the property of the Contractor.

The project signs shall not be removed without prior approval from DHHL.

Payment will be made for the number of signs indicated in the proposal, painted, with lettering specified by DHHL, in place complete (see enclosed details) and payment for sign removal shall be incidental to these items.

SC-30 CLEARING AND GRUBBING LIMITS

The Contractor shall clear and grub only the areas to be graded (limits indicated on grading plan). All areas of the site outside the areas to be cleared and grubbed shall be left intact unless authorized by the Construction Manager.

SC-31 ADDITIONAL WORK PROCEDURES

The Contractor shall comply with the following measures for the duration of the contract:

The Contractor shall maintain on the site at all times and in good condition the following equipment:

- A water tanker able to negotiate rough-cut roads with tank capacity of 2,200-gallons. The tanker shall be equipped with a pump capable of delivering 65-70 gallons per minute (gpm) with a stream of at least 50 feet through and from the end of 200 feet of reel mounted 1-1/2 inch internal diameter hard rubber-lined fire hose
- Approved protective clothing;
- Cellular telephone for tanker crew.

The Contractor shall implement the following work procedures:

- Maintaining tanker water level at maximum with daily checks;
- Weekly inspection of all construction activities which could increase fire and site pollution risk;
- Weekly inspection of buffer zones (indicated in SC-35) to ensure integrity of fire breaks;
- Prohibit the presence of glass containers on site at all times;



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- Ensure that all vehicles have fire control apparatus as required by Federal and State law.

The Contractor shall not burn any material on-site for the duration of the contract. All flammable rubbish, refuse, plant material from grubbing and clearing, packing materials, crating or any other combustibles shall be removed from the site, and disposed of offsite or in a manner approved by the Project Manager.

All spilled fuels shall be immediately processed with an approved nitrogen compound to counteract leaching.

The requirements indicated in this section, except for those pertaining to tanker maintenance and operation, shall be made a part of any of the agreements between the Contractor and any subcontractors retained by it.

Payment for any work necessary to comply with the requirements of this section shall not be made separately but shall be included under the lump sum item for "Preparation, submittal, processing for DHHL acceptance, and implementation of all elements contained and described in, a Fire Contingency Plan."

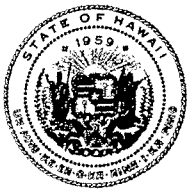
SC-32 FIRE CONTINGENCY PLAN

Prior to the start of any work, the Contractor shall prepare and file a written fire contingency plan with the Project Manager for review and acceptance. The Fire Contingency Plan shall incorporate the following features as a minimum:

1. Communication System. Prior to any on-site actions the contractor shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times. Communications linkages must be maintained with all emergency services until completion and acceptance of the work covered by this contract.
2. Development of a Firefighting Plan. The Contractor will be responsible to maintain fire control at all times. The Contractor shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:

Providing two trained personnel to operate a water tanker. These personnel will be given work assignments that always place them in the immediate area of construction and with immediate access to the tanker upon notice of suspicion of fire.

Ensuring that the tanker personnel receive, and certify in the Fire Contingency Plan that they have received, the following:



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- Training in Tanker operation
- Instruction in priority contact with City & County of Honolulu Fire Department, the Contractor's job supervisor, the City & County of Honolulu Office of Civil Defense, and the Project Manager
- Certification that they have been taught Basic brush firefighting techniques by the City & County of Honolulu Fire Department
- Identification and knowledge of the location(s) of nearest water source(s) for filling tanker
- Training in the recognition, prevention and correction of fire hazards

The Contractor shall not commence with any clearing and grubbing until DHHL has accepted the Fire Contingency Plan and notified the Contractor that he may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall be paid for under the lump sum item indicated in the proposal.

SC-33 PLAN APPROVALS

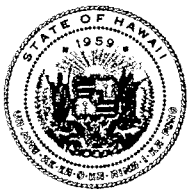
Plans included in this bid package have not been approved by all City and County agencies and are subject to change. In order that there is no misunderstanding as to the work being bid, the successful bidder shall retain one set of "bid set" documents for their record.

DHHL will not issue Notice to Proceed on the contract until the plans have been approved.

All other conditions that pertain to the issuance of Notice to Proceed as specified under DHHL Interim General Condition 3.10 shall remain unchanged.

SC-34 PROJECT CASHFLOW DRAWDOWN SCHEDULE

The Contractor shall submit a project cashflow drawdown schedule within seven (7) working days of the formal Notice to Proceed date. The project cashflow drawdown schedule shall show for each line item on the Bid Recapitulation of the bid proposal the amount of the item, and the projected monthly cashflow draw down for the item over the anticipated duration of the project. The extended total of each line item shall equal the sum bid for that line item and the total of all line items shall equal the total sum bid for the project. The project cashflow draw down schedule is a "one-time only" submittal and need not be updated with and submitted with each request for payment.



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A sample is attached at the back of the Special Provisions for the contractor's use.

Payment for this item will not be made separately but shall be considered incidental to the various contract items.

SC-35 CONTRACTOR'S BONDS

The Contractor shall obtain bonds for the work pertaining to the project in accordance with DHHL Interim General Conditions, Section 3.7. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

SC-36 NPDES PERMITS

DHHL will submit an NPDES Permit application to the Department of Health for the work within Kakaina Subdivision. Authorization to proceed with clearing, grubbing or grading work will not be granted until the permit is approved.

The contractor agrees to schedule and sequence his operations to take all of the foregoing into account along with the requirements of SP-01 and that DHHL Interim General Condition 7.21.5 shall govern in the event of any delay(s) in DHHL obtaining approvals for these NPDES permits.

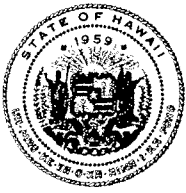
Contractor shall provide the Consultant with the additional pertinent information required for preparation of the site-specific Best Management Practices (BMPs) Plan, and the Solid Waste Disclosure Form for Construction Sites for this project.

SC-37 STANDARD SPECIFICATIONS

The "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION, 1994" of the Departments of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is by reference incorporated herein and made a part of these specifications. The term "Standard Specifications" used hereinafter refers to this "STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION, 1994." Copies of the Standard Specifications are on file and may be inspected at the Division of Purchasing during regular business hours of the City.

SC-38 STANDARD DETAILS

The "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984", as amended of the Departments of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is by reference incorporated herein and made a part of these specifications. The term



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“Standard Details” used hereinafter refers to this “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984.” Copies of the Standard Details are on file and may be inspected at the Division of Purchasing during regular business hours of the City.

The work embraced herein shall be done in accordance with the Standard Details insofar as they may apply.

SC-39 STANDARD DETAILS

The “WATER SYSTEM STANDARDS” of the Board of Water Supply, City & County of Honolulu, dated 2002 and the “WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS,” Volume 3, of the Board of Water Supply, City and county of Honolulu dated 1991, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the Contractor in accordance with the “WATER SYSTEM STANDARDS” the “WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS,” Volume 3, and the various sections of the Special Provisions.

The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” of the Board of Water Supply, City & County of Honolulu, dated 2002 and the “WATER SYSTEM EXTERNAL CORROSION CONTROL STANDARDS,” Volume 3, of the Board of Water Supply, City and county of Honolulu dated 1991, and all subsequent amendments and additions.

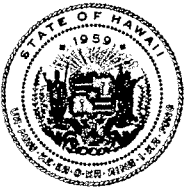
The Contractor shall notify the Board of Water Supply and the Engineer in writing one week prior to commencing work on the water system.

SC-40 FIELD OFFICE

The Contractor shall provide a field office with desk and chair for DHHL and Consultant use. The office may be part of the Contractor’s field office.

The field office shall be trailer mounted with air conditioning and proper lighting and shall be ready for use prior to commencement of work. After approval by the DHHL, the field office shall be removed from the site and shall become the property of the Contractor.

Payment will be made for one (1) field office in place complete. Payment for field office removal shall be incidental to said item.



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SC-41 DOCUMENTATION OF EXISTING IMPROVEMENTS

The Contractor shall compile a documentation and record of the existence and condition of any significant existing improvements adjacent to the project site immediately before he begins work.

“Immediately before”, in this case only, shall be defined as no more than twelve (12) hours, and no less than one (1) hour, before beginning any construction activity, including but not limited to clearing, grubbing, or earthwork, occurs.

Improvements, which shall be documented, shall include, but not be limited to;

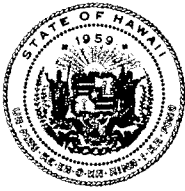
1. Improvements that could be directly affected by dust nuisance, silt damage from heavy rain, or weakening of foundations of supporting earth by earthmoving operations or machinery vibration.
2. Significant improvements within 25-feet of the work area limits such as existing houses, sheds, structures, fences, posts, walls, trees, shrubs, lawns landscaping, gardens and driveways.
3. Existing roads approaching or adjoining any work area.

Documentation shall be done by the Contractor on the day work commences and shall be done by photographs.

All photographs taken shall be color, dated and numbered. A reference site map shall be prepared by the Contractor indicating the approximate locations, and directions, that the photographs were taken from by referencing the photograph numbers to an appropriate number, and arrow, on the site map.

A copy of all materials; the photographs and accompanying reference site map shall be submitted to, and become the property of DHHL within (7) working days after documentation occurs. Photographs shall be mounted and bound for submittal. Laser copied or mounted photographs in a binder or photograph album will be acceptable. Loose photographs are not acceptable. A letter identifying the materials, their date of recordation, the time(s), and person(s) involved in the recordation, and a statement to the effect that the materials being submitted are a record of existing visible conditions observed immediately prior to the start of construction shall also be provided. Submittal of the photographs, maps and descriptions in digital format on a compact disk (CD) is also acceptable.

The Contractor shall keep their own copy of the materials for their files.



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The Department will also compile their own separate independent documentation on the existence and condition of the existing improvements. Therefore it is imperative that the Contractor adhere to the requirements of Section 7.1 of the DHHL Interim General Conditions regarding notification prior to beginning any work.

The Department will consider the requirements imposed by this subsection and work done by the Contractor to comply with this subsection incidental to the various contract items. The Department will not make separate or additional payment.

SC-42 PRE-CONSTRUCTION/POST-CONSTRUCTION SITE CRACK AND PHOTO SURVEY:

The Contractor shall prepare a pre-construction site crack and photo survey of the existing properties prior to the start of any work associated with Drain Line “B”. The Contractor shall submit four (4) copies of the report to the Construction Manager (CM). The CM will retain one (1) copy and distribute two (2) copies to the Department of Hawaiian Home Lands and one (1) copy to the Engineer.

The Contractor shall be responsible for a visual survey of the existing properties along with photo documentation with associated dates and captions of the visual survey to document the existence and non-existence of cracks or damage that exists on adjacent properties.

Upon completion of all work associated with Drain Line “B”, the Contractor shall prepare a post-construction site crack and photo survey of the existing properties. The Contractor shall submit four (4) copies of the report to the Construction Manager (CM). The CM will retain one (1) copy and distribute two (2) copies to the Department of Hawaiian Home Lands and one (1) copy to the Engineer.

SC-43 GEOTECHNICAL INVESTIGATION ASSOCIATED WITH DRAIN LINE “B”:

Soil conditions in the area of the Drain Line “B” construction are currently unknown. Due to the general nature of the soils material found on the Kakaina Subdivision site as mentioned in the Fewell Geotechnical Engineers, Ltd. Soils report entitled “Subsurface Investigation Report Kakaina Subdivision, Waimanalo, Oahu, Hawaii” dated July 9, 2007, the Contractor shall retain the services of a geotechnical engineer to determine the existing soil conditions and the appropriate measures necessary to mitigate any damage to existing structures.

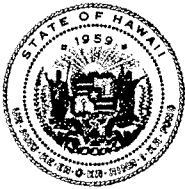


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SC-44 PROTECTIVE MEASURE NECESSARY TO MITIGATE EXISTING BUILDING DAMAGE:

The Contractor shall submit to the construction manager (CM) for approval, a design and plans for the proposed measures, such as trench shoring, underpinning, etc. necessary to mitigate any damage to the existing structures surrounding the construction of Drain Line “B”. The design and plans shall be prepared by a professional structural engineer licensed in the State of Hawaii. Along with the design and plan, the Contractor shall submit any findings as reported by his geotechnical engineer.

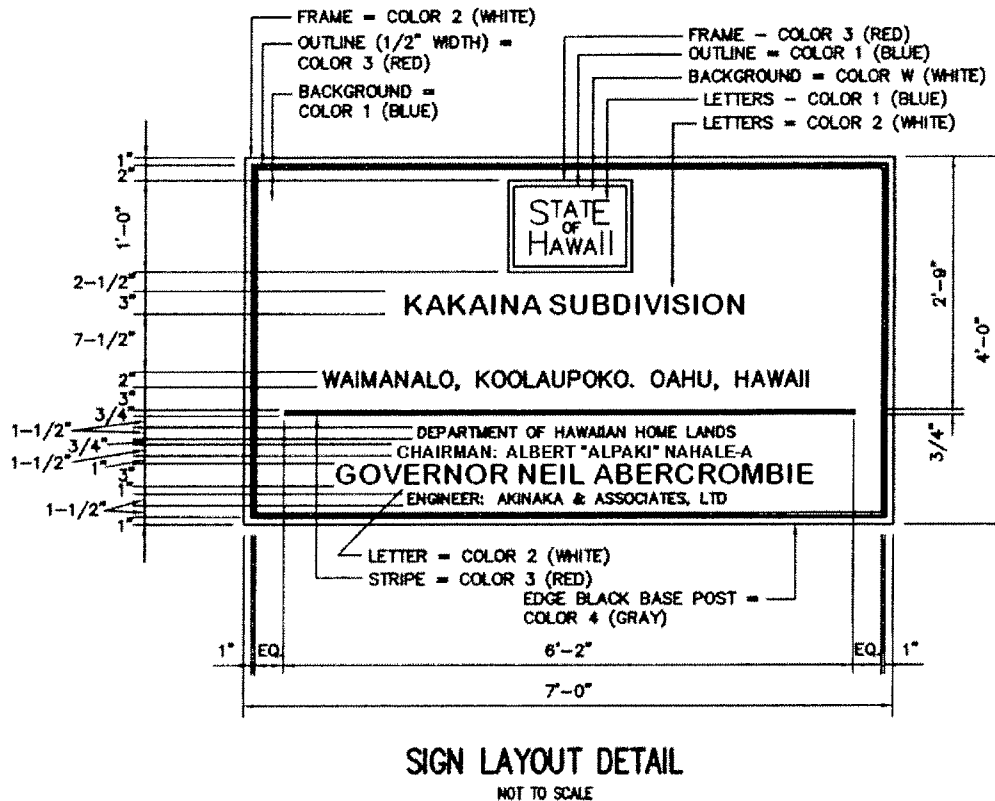
The submittal shall be handled as a construction submittal as defined in the technical specifications Section 01340 – Drawings to be Furnished by Contractor and in accordance with Section 5.5 – Shop Drawings and Other Submittals of the General Conditions.



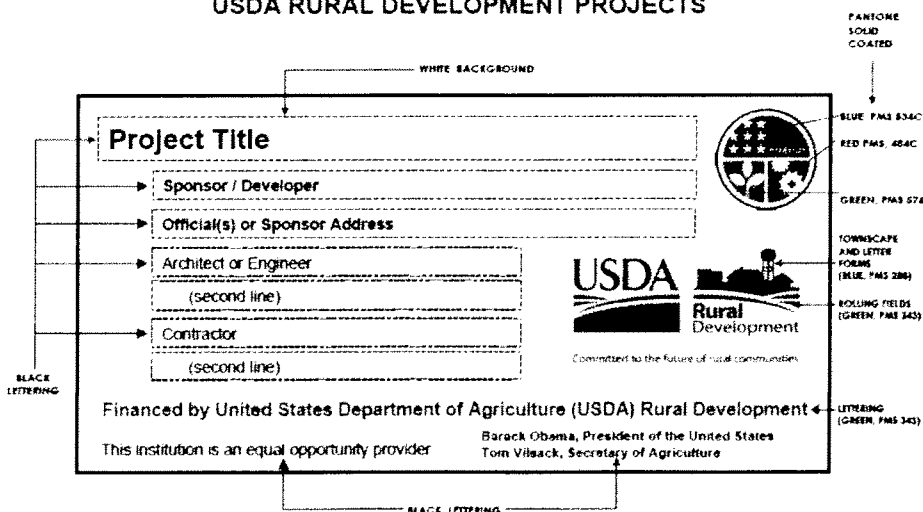
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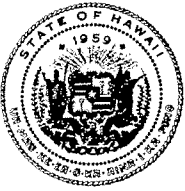
ATTACHMENT 1 (SC-29: PROJECT SIGN)



AMERICAN RECOVERY AND REINVESTMENT ACT TEMPORARY CONSTRUCTION SIGN FOR USDA RURAL DEVELOPMENT PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE-EXTERIOR)



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ATTACHMENT 2 (SC-34 PROJECT CASHFLOW DRAWDOWN SCHEDULE)

		Estimated Expenditures						
	Contract Amount	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Total
Mass Grading								
Roadways								
Drainage System								
Traffic								
Landscaping								
Electrical								
Water Main Relocation								
Project Total								