

**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) Hawaiian Homes Trust Fund

(Identify state sources)

or (2) Native American Housing Assistance and Self Determination Act of 1996

(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 Eight hundred fifty and 00/100 DOLLARS (\$ 850.00 ) 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)

Albert "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

Upon 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 \_\_\_\_\_



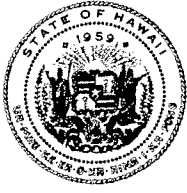
## STATE OF HAWAII

# SCOPE OF SERVICES

**Project:** East Kapolei II Development, Road E Extension  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-12-HHL-004 and in CONTRACTOR's proposal submitted June 1, 2012, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

- I. Road Construction (Items 1 to 30, inclusive)
- II. Drainage System (Items 31 to 64, inclusive)
- III. Sewer System (Items 65 to 80, inclusive)
- IV. Water System (Items 81 to 111, inclusive)
- V. Irrigation Water System (Items 112 to 123, inclusive)
- VI. Landscape Improvements (Items 124 to 132, inclusive)
- VII. Exterior Electrical Work (Items 133 to 167, inclusive)



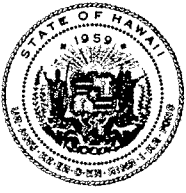
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

**Project:** East Kapolei II Development, Road E Extension  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** TBD

The State shall pay the CONTRACTOR a sum not to exceed \_\_\_\_\_ AND \_\_\_/100 AND 00/100 DOLLARS (\$\_\_\_\_\_) for the satisfactory completion of the work under this contract.

|       |  |    |
|-------|--|----|
| I.    | Road Construction (Items 1 to 30, inclusive)           | \$ |
| II.   | Drainage System (Items 31 to 64, inclusive)            | \$ |
| III.  | Sewer System (Items 65 to 80, inclusive)               | \$ |
| IV.   | Water System (Items 81 to 111, inclusive)              | \$ |
| V.    | Irrigation Water System (Items 112 to 123, inclusive)  | \$ |
| VI.   | Landscape Improvements (Items 124 to 132, inclusive)   | \$ |
| VII.  | Exterior Electrical Work (Items 133 to 167, inclusive) | \$ |
| TOTAL |  | \$ |



STATE OF HAWAII

TIME OF PERFORMANCE

**Project:** East Kapolei II Development, Road E Extension  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** TBD

1. The Time of Performance for this Contract shall be three hundred sixty (360) Calendar Days from the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
2. This Contract shall expire on the date on which the later of the following occurs: (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 Rev. 4/15/2009) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding or (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work.



## 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).

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(Signature)

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(Date)

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(Print Name)

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**Chairman, Hawaiian Homes Commission**

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(Print Title)

\* 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.

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(Signature)

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(Date)

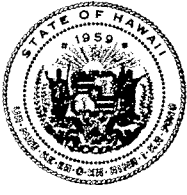
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(Print Name)

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





STATE OF HAWAII  
**SPECIAL CONDITIONS**

**Project:** East Kapolei II Development, Road E Extension  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** TBD

**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”.

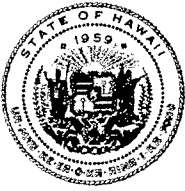
**SC-02 INSURANCE COVERAGE**

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:

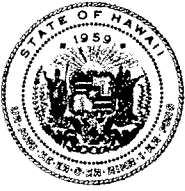
| <u>Coverage</u>  | <u>Limit</u>   |
|--|--|
| <b>General Liability Insurance</b><br>(occurrence form)  | Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate<br><br>Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate.                              |
| <b>Automobile Insurance</b> (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.<br><br>Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .   |
| <b>Workers Compensation</b><br>(statutory limit is required by laws of the State of Hawaii)<br>CONTRACTOR and all subcontractors | 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**

|  |                            |
|--|----------------------------|
| <b>Builder's Risk covering the CONTRACTOR and all subcontractors</b> | 100% Replacement Value     |
| <b>Fire and extended coverage</b>                                    | 100% Replacement Value     |
| <b>Malicious Mischief</b>  | 100% Replacement Value     |
| <b>Flood Insurance, if applicable</b>                                | Maximum Coverage available |

- 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 performed for 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 performed for the State of Hawaii. The CONTRACTOR shall be responsible to enforce its Subcontractors' compliance with these insurance requirements and CONTRACTOR



## STATE OF HAWAII

### SPECIAL CONDITIONS

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 three hundred sixty (360) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

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, \$850.00 per calendar day for each day that the project, in its entirety, remains incomplete.

#### **SC-04: PROCESS THROUGH DHHL**

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

#### **SC-05: 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."

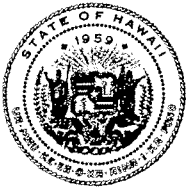
In addition, the following changes to the DHHL Interim General Conditions shall be in effect:

#### **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



## STATE OF HAWAII

### SPECIAL CONDITIONS

proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the second calendar day prior to the day designated for opening bids. If the second 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 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.

Section 2.1.2 TAX CLEARANCE (§103D-328 HRS) – delete in its entirety.

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.



## STATE OF HAWAII

### SPECIAL CONDITIONS

- 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 Prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE). If the prospective awardee is not a participant in HCE, the awardee shall submit the following compliance certificates within seven calendar days of notification by the department:
- (a) An original tax clearance certificate from the Department of Taxation and the Internal Revenue Service, current within six months of issuance date;
  - (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.

Failure to submit the documents will be considered as sufficient for the disqualification of the bidder and rejection of its proposal.

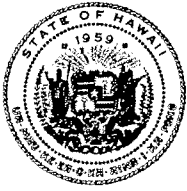
#### ARTICLE 4: SCOPE OF WORK

##### 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 %)]**
- In Section 4.5.1.4, replace: "Managing" with "engineering"

#### ARTICLE 5: CONTROL OF WORK

##### 5.2 – AUTHORITY OF THE PROJECT MANAGER



## STATE OF HAWAII

# SPECIAL CONDITIONS

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.”

### 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.

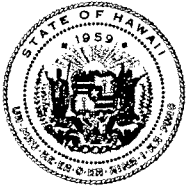
### 5.9.3 – MANAGERING WORK

- 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.”

### 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



## STATE OF HAWAII

# SPECIAL CONDITIONS

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."

### 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 Contact.

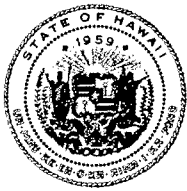
- a. General Liability insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION DOLLARS (\$2,000,000.00) in the aggregate.
- b. Automobile insurance providing coverage of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident."

#### 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:



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#### 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

- After Section 8.4.5 on page 79, insert the following new section:  
  
8.4.6 Final Payment Requirements (§3-122-112, HAR). Upon receipt of the Contractor's invoice for final payment, the Department shall verify compliance with Section 103D-328 HRS via Hawaii Compliance Express (HCE). If the Contractor is not a participant in HCE, Contractor will submit the following:
  - (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."





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#### **SC-06: ENGINEERING WORK**

The DHHL may engage the consultants for limited construction observations to supplement the inspections performed by the State and respective Counties. The Consultant's authority shall be as described in General Conditions 5.4.

#### **SC-07: SURVEYING SERVICES**

Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

Upon completion, the Contractor shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The as-built plan shall be incidental to the contract. No separate payment shall be made.

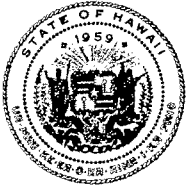
#### **SC-08: GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm will be retained by DHHL. The Contractor shall notify the Construction Manager whenever the geotechnical engineering firm's presence is needed at the site. The geotechnical engineer shall be present to observe site grading and other work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the geotechnical engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as select material or general fill material. The geotechnical engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the geotechnical work complies with the specifications and drawings.

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the "Report after Grading" as required by the Revised Ordinances of Honolulu (ROH), Section 14-15.1(n). As a minimum, six (6) copies of compaction data with 11"x17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a license engineer in the State of Hawaii) that the work was done in conformity to the specifications.

#### **SC-09: 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 Board of Water Supply (BWS), Hawaiian Electric Company (HECO), Sandwich Isles Communications (SIC), City and County of Honolulu, and the State Department of Transportation (DOT). The Contractor will be working in areas where



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other contractors will be working on various other projects, and shall not interfere with or cause damage to the work of other contractors.

#### **SC-10: 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-11: PERMITS AND FEES**

Contractor shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

#### **SC-12: CONTRACTOR'S LICENSING**

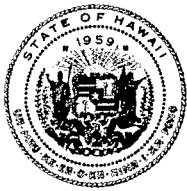
It is each Contractor's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the Contractor does not hold all of the licenses required to perform a particular item of work on this project with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

#### **SC-13: PLANS AND SPECIFICATIONS TO BE FURNISHED BY THE OWNER**

Owner shall furnish six (6) sets of approved plans and one (1) set of specifications to the Contractor upon award of contract. Additional sets of approved plans and specifications may be purchased by the Contractor at the cost for printing the plans and specifications. Upon Contractor's request, approved plans and specification originals will be sent to Contractor's choice of The Blue Print Company or HonBlue for printing and billed to the Contractor's account.

#### **SC-14: STATE GENERAL EXCISE TAX**

This project is exempt from the State of Hawaii General Excise Tax. The Contractor's bid shall not include the General Excise Tax for all work. Contractor shall submit Form G-37 for itself and all subcontractors to DHHL through the CM for processing and



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certification.

**SC-15: 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 from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

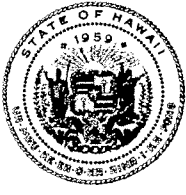
**SC-16: COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

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

**SC-17: 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.



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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 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



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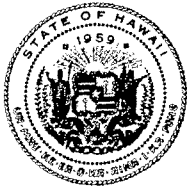
### SPECIAL CONDITIONS

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 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.
- 4. 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-18: **APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY**

- 1. For the duration of the contract awarded utilizing the Hawai'i Apprenticeship Preference, the Contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.
- 2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor's authorized official, and submitted by the Contractor with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>



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3. Should the Contractor fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the Contractor employs, the Contractor will be subject to the following sanctions:
  - a. Withholding of the requested payment until the required form(s) are submitted;
  - b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the Contractor; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
  - c. Proceed to debar pursuant to HRS §103D-702.
4. If events such as “acts of God,” acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the certification forms, the Contractor shall not be penalized as provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.

#### **SC-19: WATER CHARGES AND REQUIREMENTS**

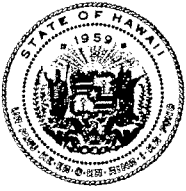
The Contractor shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the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

#### **SC-20: 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-21: 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.



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#### **SC-22: STANDARD SPECIFICATIONS AND STANDARD DETAILS**

The “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986,” of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and the “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984,” of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these specifications. The term “DPW Standard Specifications” used hereinafter refers to “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986,” and the term “DPW Standard Details” used hereinafter refers to “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984.” Copies of the DPW Standard Specifications and DPW Standard Details may be purchased at the Division of Purchasing during regular business hours of the City.

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

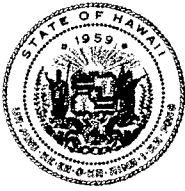
#### **SC-23: WATER SYSTEM SPECIFICATIONS**

The “WATER SYSTEM STANDARDS” of the Board of Water Supply, City and 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 “BWS Standards” and BWS Standard Details used in these contract documents refers to the “WATER SYSTEM STANDARDS” of the Board of Water Supply, City and County of Honolulu, dated 2002, 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.

#### **SC-24: STATE STANDARD SPECIFICATIONS**

The “Hawaii Standard Specifications for Road, Bridge and Public Works Construction,” Highways Division, Department of Transportation, State of Hawaii, 2005, as amended, and hereinafter referred to as the “State Standard Specifications” is by reference incorporated herein and made a part of these contract documents.



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#### **SC-25: EXISTING GROUND ELEVATIONS**

The existing ground elevations as shown on the plans shall be presumed as being correct prior to the grading work.

#### **SC-26: PROJECT SIGN**

The Contractor shall furnish, erect, maintain and remove one project sign.

The project signboard shall be 3/4 inch 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. Sign shall be painted with one prime coat and two finish coats.

Final layout shall be based upon sign plans submitted by the Contractor and approved by the DHHL.

The Project Sign shall be erected at a location directed by the DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the sign. The sign shall be maintained in good condition throughout the progress of the work until final completion of the project. The project sign shall be erected within five (5) days after approval of the sign layout. After the final approval of the construction work by the DHHL, the project sign shall be removed from the site and shall become the property of the Contractor.

Payment will be made for one project sign painted, with lettering specified by DHHL, in place complete (see attachment). Payment for sign removal shall be incidental to said item.

#### **SP-27: FIELD OFFICE AND FIELD TELEPHONE**

A field office for exclusive use of DHHL personnel or their representatives is not required. Contractor may provide a field office at their own expense.

The Contractor shall provide a field office for exclusive use and entry of the Construction Manager and DHHL personnel, or their representatives, at a location approved by the Engineer within the Project limits. It shall be available within thirty (30) calendar days after the Notice to Proceed date of the Contract.





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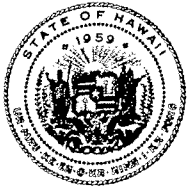
# SPECIAL CONDITIONS

The field office shall:

1. Be separated by a soundproof wall if it adjoins the Contractor's office.
2. Have security measures (i. e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.
3. Be weatherproof.
4. Have a minimum gross floor area of 45 feet by 12 feet.
5. Have a monitored wireless security alarm system.
6. Have an aggregate window area not less than 10 percent of the floor area.
7. Have two exterior doors with a keyed cylinder type lock.
8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, telephone service, electric lighting, one new 4-drawer (legal size) file cabinet, one facsimile machine with automatic document feeder, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).
9. Window-type air conditioning unit(s) capable of keeping the field office at 76°F. or cooler.
10. Have three telephone exchange lines to the field office. One line shall be dedicated for a facsimile machine. One exchange line for telephone, complete with 2-line handsets with touch-tone and call forwarding capability. The third telephone exchange line shall be dedicated to modem/e-mail.
11. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. Contractor to pay for internet services.
12. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for the construction management personnel as approved by the Engineer.
13. Be provided with electrical service and lighting.

At the discretion of the Engineer: 1) the field office may be located outside of the Project limits; and 2) the above requirements for the field office may be reduced.

The Contractor shall maintain the field office in good repair and clean and sanitary condition and shall provide disposable items (paper towels, toilet paper, paper cups, soap, etc.) to the satisfaction of the Engineer throughout the duration of the Project. Should the Engineer, in his judgment, feel that the office is not being adequately maintained,



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operated or repaired, partial or full retention of the Contractor's monthly progress payment may be enforced until such inadequacies are corrected.

The field office, equipment, and telephone shall be maintained in good repair and in a clean and sanitary condition by the Contractor until final payment or an earlier date as determined by the Engineer. The ownership of the field office and equipment shall remain with the Contractor and shall not be removed until instructed by the Engineer.

Payment for furnishing and maintaining the Project field office, equipment, furnishings, supplies, and all appurtenances shall be made at the lump sum price bid as provided for in the Proposal Schedule.

#### **SC-28: MEASUREMENT OF QUANTITIES**

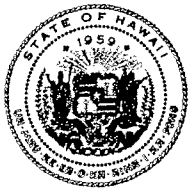
All quantities expressed in the proposal are computed and will be paid based on the horizontal plane. The quantities are for bidding purposes only and not intended to represent actual quantity installed.

The Contractor shall record, on a daily basis, the graded stations, depths, widths and other data to accurately compute the quantities. The Contractor's surveyor shall furnish adequate reference points and stations to the satisfaction of the Construction Manager and to enable the Construction Manager to easily verify the stations. The Contractor shall submit three (3) copies of the report to the Construction Manager on a daily basis for record keeping and payment purposes.

#### **SC-29: CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

Contractor's staging area may be located on a portion of Lot 4 or Lot 2-A, as approved by the Construction Manager. Should the staging area measure more than 1 acre, the Contractor will be responsible to apply for and obtain a National General Permit Coverage (NGPC) for Stormwater Associated with Construction Activities from the State Department of Health, Clean Water Branch, including associated fees, before starting any work.

Access to the project site will be from North-South Road (Kualaka'i Parkway)/East-West Road/Road "E." However, should the Contractor desire to access from Farrington Highway/Palehua Road, the Contractor shall be responsible for obtaining a right-of-entry from the respective landowner(s).



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#### **SC-30: FIRE PREVENTION PLAN**

The site is dry and subject to fires. As such, the Contractor shall prepare a Comprehensive Fire Prevention Plan, submit a copy to the Construction Manager, inform all workers, including subcontractor personnel assigned, post the regulations on the walls of the field office or home office, and enforce the plan.

Special care must be taken in the vicinity of the Abutilon Contingency Reserve Area (CRA), as these plants have been designated endangered species by the Federal government and any damage to them is subject to harsh penalties.

#### **SC-31: ARCHAEOLOGICAL SITES**

The Contractor should be aware that archaeological sites may be encountered during the construction of this project. If the Contractor encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Construction Manager.

#### **SC-32: 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 Construction Manager, the Consultant, the Office of Hawaiian Affairs.

DHHL shall provide the Contractor with a Supplemental Agreement for additional time added to the Contractor's performance schedule for the mitigation of any inadvertent discovery of human remains.

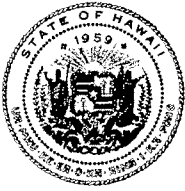
#### **SC-33: EARTHWORK QUANTITIES**

Prior to any grading operations, the Contractor shall submit to the Engineer a list of estimated quantities for excavation and embankment. The Contractor shall also estimate a reasonable percentage for loss/shrinkage and percentage of unsuitable excavated materials. The percentages shall be updated as the grading work progresses.

#### **SC-34: RECORD DRAWINGS**

Field Posted As-Built Drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be prepared and submitted by the Contractor. To accomplish this, the following procedure shall be followed by the Contractor:

1. A full-size set of field posted as-built drawings shall be neatly maintained at the



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job site. All changes made by addenda, submittals, shop drawings, change orders, or field adjustments to alignments, elevations and dimensions stipulated on the drawings and authorizations by the Engineer shall be clearly and accurately recorded by the Contractor on this set of field posted as-built drawings.

2. Changes shall be recorded immediately after they are constructed in place to assure they are not forgotten. Record the changes using erasable colored pencil and refer to the authorizing document (RFI, Shop Drawing, Field Modification) or Change Order. The following color codes shall be used to document these changes on the drawings:

|            |   |           |
|------------|---|-----------|
| Additions  | - | RED       |
| Deletions  | - | GREEN     |
| Comments   | - | BLUE      |
| Dimensions | - | GRAPHITE* |

\* Legibly mark to record actual depths, horizontal and vertical location of utilities and structures relative to permanent surface improvements.

The field posted as-built drawings shall be made available to the Construction Manager and Engineer during normal working hours at the Contractor's field office so that its clarity and accuracy can be monitored.

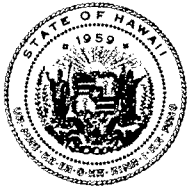
A monthly log of all the record changes shall be submitted with each progress payment request. The Contractor shall not be entitled to any progress payment until he has provided a completed log which accurately reflects the work that was done. The log shall identify each revision by drawing number and a description of the revision. The Contractor and Construction Manager shall schedule a day each month to meet and review the log and drawings together.

3. The words "FIELD POSTED AS-BUILT" shall be labeled on the title sheet and certified by the Contractor as to accuracy and completeness as shown below:

#### FIELD POSTED AS-BUILT

Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor (Include name and company)

4. The words "FIELD POSTED AS-BUILT" shall be labeled on all sheets in the margin space to the right of the sheet number written from the bottom upward.
5. The Index to Drawings shall be revised with the label "FIELD POSTED AS-BUILT" for each sheet. The index shall conclude with the following note: "A



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COMPLETE SET CONTAINS \_\_\_\_ SHEETS” with the total number of sheets comprising the set to be placed in the blank.

6. Any “FIELD POSTED AS-BUILT” drawing which the Construction Manager or Engineer determines does not accurately record the deviation, or is not legible, will be rejected and returned to the Contractor for corrections. Drawings that are ripped or has excessive eraser marks from changes shall be replaced with a clean set of drawings.
7. Submit the set of approved “FIELD POSTED AS-BUILT” drawings to the Engineer no later than five (5) calendar days prior to the date of final inspection.
8. “RECORD DRAWINGS” will be prepared by the design consultant using the “FIELD POSTED AS-BUILT.” Both sets of drawings will be sent to the Contractor for review and approval. The Contractor will have one (1) week to review and approve the drawings. After the Contractor is satisfied the Record Drawings are correct, the Contractor shall certify changes by signing the tracings.

#### **SC-35: FINAL INSPECTION**

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the City and 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.

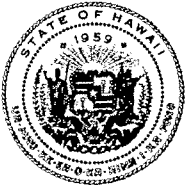
The Contractor shall therefore schedule the final inspection with the Department of Public Works of the City and County of Honolulu and notify the Department’s Project Manager one week prior to said inspection.

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-36: ACCEPTANCE**

The term “acceptance” as used in the Contract Documents means that the work of improvement is acceptable to Owner and shall occur when each and all of the following events have been accomplished:

1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.



## STATE OF HAWAII

### SPECIAL CONDITIONS

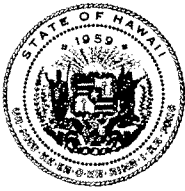
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of Contractor's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.
3. All persons, firms and corporations, including all laborers, materialmen, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the construction, including, but not limited to, all persons who could file a claim of lien, have been paid in full and have submitted their final statements (Final Contractor's, Subcontractor's, and/or Materialmen's Voucher Release and Waiver of Lien) with a waiver of all rights to mechanic's lien, stop notice or recourse against the surety on the bond, if any, in form and substance acceptable to the Owner in its sole discretion.
4. Contractor submits to the Department an affidavit that such waiver of lien rights or releases includes all of the labor and materials for which any lien could be filed.
5. All work requiring inspection by any governmental authority has been duly inspected and written approval by such authority is received by the Construction Manager.
6. All requisite certificates of occupancy and other governmental approvals, letters of acceptance, licenses and permits have been issued and received by the Construction Manager.
7. The Department has received one complete set of "as-built" drawings and Contractor's certification.
8. The Department and/or Construction Manager have certified the completion of the project is in accordance with the plans and specifications.

#### SC-37 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.



## STATE OF HAWAII

### SPECIAL CONDITIONS

#### ATTACHMENT 1 (SC-29: PROJECT SIGN)

##### PROJECT SIGN SPECIFICATIONS

##### LETTER STYLE

COPY IS CENTERED AND SET IN ADOBE TYPE FUTURA HEAVY. IF THIS SPECIFIC TYPE IS NOT AVAILABLE, FUTURA DEMI BOLD MAY BE SUBSTITUTED. COPY SHOULD BE SET AND SPACED BY A PROFESSIONAL TYPESETTER AND ENLARGED PHOTOGRAPHICALLY FOR PHOTO STENCIL SCREEN PROCESS.

##### ART WORK

CONSTANT ELEMENTS OF THE SIGN LAYOUTS -- FRAME, OUTLINE, STRIPE, AND OFFICIAL STATE INFORMATION -- MAY BE DUPLICATED FOLLOWING WORKING DRAWING MEASUREMENTS OR BE REPRODUCED AND ENLARGED PHOTOGRAPHICALLY USING A LAYOUT TEMPLATE IF PROVIDED. THE STATE OF HAWAII" MASTHEAD SHOULD BE REPRODUCED AND ENLARGED AS INDICATED USING THE ARTWORK PROVIDED.

##### TITLES

THE SPECIFIC MAJOR WORK OF THE PROJECT UNDER CONSTRUCTION IS EMPHASIZED BY USING 3-3/4" TYPE (OR AS SPECIFIED BY DHHL), ALL CAPITALS. SECONDARY INFORMATION SUCH AS LOCATIONS OR BUILDING USES 2-1/4" TYPE, ALL CAPITALS. OTHER RELATED INFORMATION OF LESSER IMPORTANCE USES 2-1/4" (CAPITAL HEIGHT) TYPE IN LOWER CASE LETTERS. ALL LINES OF TYPE SHOULD NOT EXCEED THE WIDTH OF THE 6"—2" STRIPE.

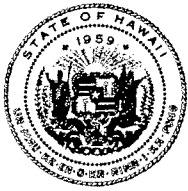
##### MATERIALS

PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

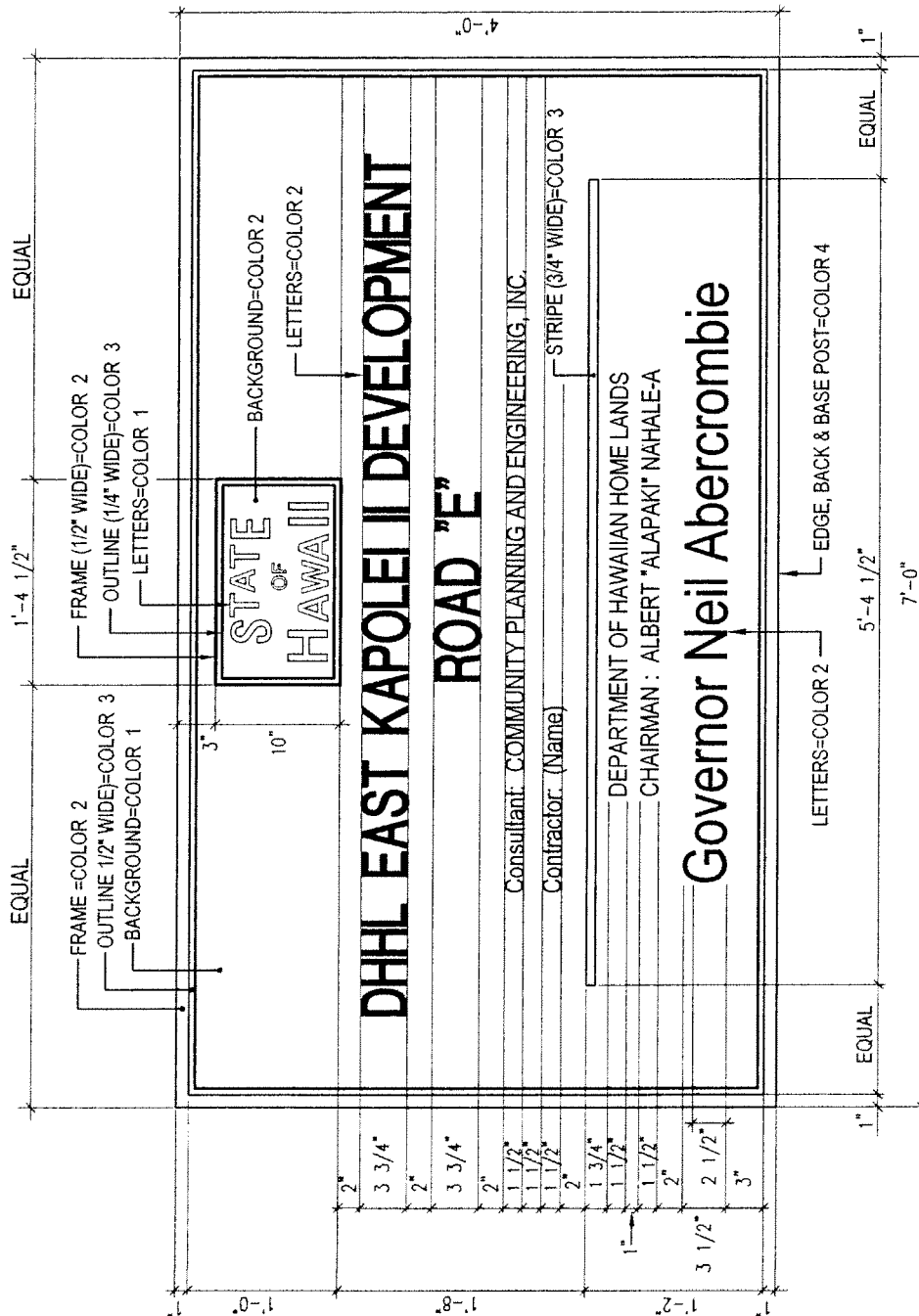
##### PAINT AND INKS

SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

- |        |    |                       |
|--------|----|-----------------------|
| COLOR: | 1. | 1BL10A BOHEMIAN BLUE  |
|        | 2. | 2H16P SOFTLY (WHITE)  |
|        | 3. | 2VR2A HOT TANGO (RED) |
|        | 4. | 1M52E TOKAY (GRAY)    |



STATE OF HAWAII  
SPECIAL CONDITIONS



NOTE: Number of signs required 1

**SIGN LAYOUT DETAIL**  
NOT TO SCALE