

DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

MAY 25, 2016

ADDENDUM NO. 1

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

KANAKALOLOA CEMETERY IMPROVEMENTS


HOOLEHUA, MOLOKAI

IFB-16-HHL-011

NOTICE TO ALL PROSPECTIVE BIDDERS

This addendum is hereby made a part of the PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND for the KANAKALOLOA CEMETERY IMPROVEMENTS, HOOLEHUA, MOLOKAI, HAWAII, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:



Norman Sakamoto, LDD Acting Administrator
Department of Hawaiian Home Lands

Date: May 25, 2016

Please detach, execute, and return immediately, the receipt below, to the Department of Hawaiian Home Lands, Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii or transmit facsimile to (808) 620-9299.

Receipt of Addendum No. 1 for the KANAKALOLOA CEMETERY IMPROVEMENTS, HOOLEHUA, MOLOKAI, HAWAII, is hereby acknowledged.

Signed _____ Title _____

Firm _____ Date _____

ADDENDUM NO. 1

MAY 25, 2016

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PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

KANAKALOLOA CEMETERY IMPROVEMENTS

HOOLEHUA, MOLOKAI, HAWAII

IFB-16-HHL-011

ITEM NO. 1 PRE-BID SITE VISIT MINUTES AND SIGN IN SHEET

A Pre-bid conference and site visit was held at Kanakaloloa Cemetery, TMK: (2) 5-2-017:003 on May 11, 2016, the minutes and sign-in sheet is attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 2 GEOLABS SOILS REPORT

A soils report by GeoLabs is available and attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 3 BID OFFER FORM

Replace page 3 of the bid offer form with the revised page 3 attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 4 PLANS PAGE C203

Replace page C203 of the plans with the revised page C203 attached to **ADDENDUM NO 1 (May 25, 2016)**. Delete note 6 from the plans ~~"Bid additive item includes repaving Lihi Pali Avenue fronting the project site. Consisting of a grind and overlay of the existing pavement of a minimum of 2 inches, with an estimated area of 5,800 S.F."~~

ITEM NO. 5 SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

Replace Technical Specifications, Section 02740 – Asphalt Concrete Paving with Technical Specification, Section -2750 – Portland Cement Concrete Paving attached to **ADDENDUM NO 1 (May 25, 2016)**

ITEM NO. 6 SPECIAL CONDITIONS

Replace page 2, 3, 8, and 13 of the Special Conditions with page 2, 3, 8, and 13 attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 7 SAMPLE CONTRACT FOR GOODS OR SERVICES BASED ON COMPETITIVE SEALED BIDS

Replace page 2 of the Sample Contract with page 2 attached to **ADDENDUM No. 1 (May 25, 2016)**.

ITEM NO. 8 SAMPLE TIME OF PERFORMANCE

Replace the Sample Time of Performance with the Sample Time of Performance attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 9 LANDSCAPE SPECIFICATIONS

Insert Landscape Specifications attached to **ADDENDUM NO 1 (May 25, 2016)**.

ITEM NO. 10 SOLAR LIGHT PLANS & SPECIFICATIONS

Specifications and details are available, approved by DHHL Molokai District Office, for the SEPCO solar light assemblies noted on Sheets C202 and C204, and are attached to **ADDENDUM NO 1 (May 25, 2016)**

ITEM NO. 11 REVISED BID OPEN DATE

To accommodate **ADDENDUM NO 2 (May 25, 2016)** the bid open date has been changed from 2:00 pm, June 1, 2016 to 2:00 pm, June 3, 2016. The location for bid submittal stated in the IFB remains the same.

KANAKALOLOA CEMETERY IMPROVEMENTS
HOOLEHUA, MOLOKAI
IFB-16-HHL-011

MINUTES OF PRE-BID CONFERENCE AND SITE VISIT

Pre-bid Conference and Site Visit
9:00 a.m., Wednesday May 11, 2016
Kanakaloloa Cemetery
On Lihi Pali Avenue

LIST OF ATTENDEES

SEE ATTACHED SIGN IN SHEET

INTRODUCTIONS

Richard Speer, Department of Hawaiian Home Lands (DHHL) called the meeting to order, introduced the project team, and welcomed everyone to the pre-bid conference.

- Sign-up sheet was passed out (attached).
- Three interested contractors attended the meeting, arriving on-site around 9:00 am. (Sonny Vicks Paving, Tri-L Construction, and Maui Master Builders).
- Representatives from DHHL Molokai District Office (MDO), DHHL Public Works, and Group 70 (G70) International were also present.
- The Pre-Bid Meeting agendas were passed out, and Richard Speer discussed some of the general conditions that will be required:
 - Substitution requests must be equal at a minimum.
 - Contractors are required to submit compliance forms.
 - The project is subject to the Davis Bacon Act and to Chapter 104 HRS, Department of Labor and Industrial Relations (DLIR) prevailing wages and salaries. Contractors must pay prevailing wages. Wages must be verified with certified payrolls. DHHL will be conducting labor interviews throughout the duration of the project.
- An addendum will be issued to provide a revised and finalized invitation to bid with special conditions confirmed. Changes to the special conditions will include:
 - Time of performance confirmed at 120 days
 - Landscape warranty period of 90 days
 - Landscape maintenance period of 365 days following the warranty period
- The schedule for the bid process was discussed.
 - Request for substitutions are due May 18, 2016
 - Written questions are due May 19, 2016
 - Final bid addenda will be issued by May 24, 2016.
 - Bid opening is June 1, 2016.
- Richard Speer discussed the landscaping maintenance requirements with interested contractors.
 - DHHL will provide initial mowing of the project site.

- Contractor is responsible for providing 6 – 55 gallon trash cans on site, and provide adequate number of liners to DHHL (to cover the maintenance period).
- Contractor is fully responsible for irrigation, maintenance, and warranty of the project's landscaping for 90 days, following substantial completion.
- Contractor is then responsible for maintenance for 365 days following the warranty period of the cemetery's landscaping. Maintenance includes mowing the grass every two weeks. The height of the grass around the established cemetery area is 3" maximum. The height of the grass around the pavilion and beyond will be 4" -5" maximum.

PROJECT BID AND SCOPE QUESTIONS:

Questions were taken at the site during various times of the meeting. A summary of questions and verbal answers are provided below. Verbal answers by the Department or consultants, or summaries herein, are not binding, and must be provided in writing via addenda.

- **Where is the closest water source?**
A: DHHL will provide water for the project, but a submeter must be provided and will be tracked. If use is deemed excessive, DHHL reserves the right to suspend water service or bill for water usage at appropriate water usage rates. The closest water source is a DHHL-owned fire hydrant (silver painted) at the corner of Lihi Pali Ave. and Puu Kapele Ave. intersection.
- **Is there a soils report and what is the pavement section?**
A: A soils report by GeoLabs is available (attached), and pavement section is 2" AC over 6" base over 12" select borrow. Contractor is responsible for providing soils engineer for site preparation and inspections, compaction testing, etc. in conformance with the soils report. If areas require additional preparation based upon the soils inspector, contractor shall be responsible for all costs and requirements incurred.
- **Is a dust fence required?**
A: An erosion control plan is provided in the construction drawings set. Contractor is responsible to control fugitive dust by any means deemed necessary. A dust fence was not included in the plans, but may be provided near the adjacent tenant. DHHL will check with the tenant for requirements.
- **Where can excavated materials be stored?**
A: Excavated topsoil and other materials may be delivered to DHHL's baseyard in Hoolehua. Contractor is responsible for all transportation and equipment required to properly deliver and haul the material.
- **When do working hours begin each day for this project?**
A: Project must follow community noise ordinances, which are anticipated to be 8:00 am. DHHL will check with adjacent tenant (homestead property) to see if work may begin earlier. After discussion with the tenant, work starting at 7:00 am is acceptable.
- **When are submittals to be provided?**
A: A list of project submittals required for full performance of the contract is due within 1 week of Notice to Proceed (NTP). Contractor shall provide all submittals listed within 1 month of NTP. G70 noted that long lead items such as the solar

light assemblies and the metal signage shall be included in this submittal for fabrication within the project's allotted schedule.

- *Can concrete be used in lieu of asphalt paving?*

A: Yes, Concrete only will be used on-site in lieu of asphalt paving, pursuant to the geotechnical report of vehicular concrete.

Delete Note #6 on Page C-203 ~~"Bid Additive item includes repaving Lihi Pali Avenue fronting the project site, consisting of a grind and overlay of the existing pavement of a minimum of 2 inches, with an estimated area of 5,800 S.F."~~

- *If concrete is allowed on site, how will the Lihi Pali Ave. work be bid?*

A: The Invitation for Bidders (IFB) will be revised to provide specific scope items, however the Lihi Pali pavement work shall be deleted from the bid. Following scope items will be listed and a line item price shall be provided for each: 1) Demolition, clearing, grubbing, and erosion control for the project site, 2) Construction of on-site roadways, driveways "A" and "B", including gates and bollards, etc. 3) construction of on-site parking lot, including signage, striping, wheel stops, walkways, ADA parking stalls, and drainage improvements, 4) construction concrete pad and tie downs, and drainage improvements, 5) construction of a new water line and hose bibb, 6) construction of new stacked rock wall and signage requirements for the project. 7) allowance for dust fence and power washing to protect the adjacent tenant. Power washing will be required, at minimum, 9) Monthly Landscape maintenance for 12 months after construction, and 10) Allowance for as-needed items

- *Regarding time of performance, will there be any adjustments if reasonable requests are submitted?*

A: The Department will consider reasonable requests for time extensions for the following 1) Severe weather (hurricane, flooding, etc.), 2) inadvertent discovery of burials or other archeological significant items as determined by the archeological monitor, and 3) Extended delays due to funerals or internments, etc. DHHL will coordinate with the contractor if funerals are planned during the construction period, though they typically occur on weekends. The Contractor will be responsible for reasonable suspension of work which may disturb any services. Contractor shall also be responsible for providing adequate access to the cemetery and headstones, within reason, to the general public, as the cemetery must remain open for operation and visitation during construction. The contractor shall be responsible for all safety provisions.

SCOPE OF WORK

Group 70 provided a project description for the cemetery work, including brief descriptions on the following scope of work items:

- A. Construction on the cemetery site consists of the improvements indicated on plans, including and not limited to the new asphalt concrete roadways, surface parking lot, Americans With Disabilities Act (ADA) parking stalls and walkways / paths of travel, concrete pad for a future pavilion, tie downs for temporary tents,

wheel stops, cattle gates and bollards, utilities for hose bib, and other appurtenant construction

- B. Additional scope of work includes installation of solar lighting assemblies near the parking lot and the entrances. "Work will include the construction of a new rock wall and installation of metal signage – pin-mounted, near the entrance closest to the veteran's cemetery.
- C. A bid deductive scope of work for reconstructed asphalt paving on Lihi Pali Ave along the project's frontage is also included.
- D. An Archeological Monitoring Plan (AMP) has been prepared by Keala Pono and is required for monitoring during construction. Contractor is responsible for including monitoring and all required and incurred costs (except for potential remediation) into the bid.
- E. Grading work and a permit application has been approved, and is ready for contractor, for grading work on-site.
- F. A "Work to Perform" (WTP) permit for work in Lihi Pali Ave, has been applied for, and plan check is complete, but the application form itself must be signed by the utilities. Contractor is responsible for routing for final signatures. County Department of Public Works (DPW) will sign the title sheet last. There are two signatures on the title sheet, DHHL and County DPW for work within the public right of way.
- G. No National Pollutant Discharge Elimination System (NPDES) permit is required as the current project scope and limits are less than 1 acre in disturbed area. Contractor is responsible for any changes to the proposed limits of disturbed areas.
- H. No building permit is required for the scope of work indicated, as determined by Maui County.

COORDINATION WITH DHHL AND OTHER ENTITIES

Following discussion with the adjacent tenant at the top of the cemetery, DHHL and the tenant have agreed to the following, which must be included in the contractor's bid for full performance of the project.

- Contractor agrees to commence work no earlier than 7:00 am each day.
- Contractor will provide a dust fence along the property line of the tenant's lot IF deemed necessary to control dust.
- Contractor will be responsible for power washing the tenant's permanent and semi-permanent structures on their lot, including and not limited to their house, garage / carport, and storage sheds, and the conclusion of the project.
- Contractor to coordinate with DHHL prior to communication with the adjacent homestead property. DHHL and its construction manager will coordinate any work to be performed off of the cemetery property.
- Contractor to coordinate with DHHL and its construction manager on work during any internments, funerals, and to ensure access is provided to the general public to the burials as needed.
- Contractor to coordinate with DHHL and its construction manager on off-site disposal of excavated materials.

DEADLINES:

KANAKALOLOA CEMETERY IMPROVEMENTS
HOOLEHUA, MOLOKAI

IFB-16-HHL-011

Submittals and Deadlines Table

SUBMITTAL	DEADLINE
Request for Substitutions	4:00 pm, May 18, 2016
Written questions	4:00 pm, May 19, 2016
Issuance of Final Addenda <ul style="list-style-type: none">Interested bidders are required to check DHHL website for any Addenda issued.	4:00 pm, May 24, 2016
Notice of Intent to Bid	2:00 pm, May 20, 2016
Standard Qualification Questionnaire <ul style="list-style-type: none">SQQ submittals for previous projects <u>not</u> valid	4:00 pm, May 20, 2016
Bid Opening <ul style="list-style-type: none">DHHL Hale Kalanianaʻole 91-5420 Kapolei Parkway Kapolei, HI 96707	2:00 pm, June 1, 2016
Award of contract will be made to the lowest responsible and responsive “Total Sum Bid”, approximately two weeks following bid opening and after certification of the bid tabulation.	

Kanakaloloa Cemetery Improvements
Pre-Bid Meeting & Site Visit
Wednesday, May 11, 2016

	NAME	COMPANY	TITLE	PHONE	EMAIL
1	RICHARD SPEER	DHHL PUBLIC WORKS	PUBLIC WORKS MANAGER	808 469-1973	richard.a.speer@hawaii.gov
2	RYAN CHAR	GROUP 70 INT.	PROJECT MANAGER	808 441 2174	rchar@group70int.com
3	David Bush	DHHL	General Labor	808 658 2016	
4	MYRON POEPE	DHHL	OPERATOR III	808-336-1813	
5	CLORENCE TAVARES	SONNY VICKS PAVING	OWNER	808-877-7110	OFFICE @ SONNYVICKS.COM
6	DARRY LEER	TRI-L Const	MGR	808-553-3915	RME@TRI-L-INC.COM
7	E. Halealoha Ayau	DHHL MDO	Acting District Engineer	500-6105	e.halealoha.ayau@hawaii.gov
8	Ken / Alcon	MMB	Island Manager	336-0263	kcmk@kcmkservices.net
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GEOLABS, INC.

Geotechnical Engineering and Drilling Services

October 22, 2015
W.O. 7266-00

Mr. Ryan M. K. Char, P.E., LEED AP
Group 70 International
925 Bethel Street, 5th floor
Honolulu HI 96813-4398

**GEOTECHNICAL ENGINEERING CONSULTATION
KANAKALOLOA CEMETERY IMPROVEMENTS
HO'OLEHUA, MOLOKAI, HAWAII**

Dear **Mr. Char:**

We are pleased to provide our geotechnical engineering evaluation in support of the design of the Kanakaloloa Cemetery Improvements project on the Island of Molokai, Hawaii. The project location and general vicinity are shown on the Project Location Map, Plate 1.

This report summarizes our general findings and geotechnical engineering recommendations based on our field reconnaissance and limited field DCP exploration. These findings and geotechnical recommendations are intended for the preliminary design of foundations, slab-on-grade, site grading, and pavements only. The findings and recommendations presented herein are subject to the limitations noted at the end of this report.

PROJECT CONSIDERATIONS

The project is located at the existing Kanakaloloa Cemetery, designated as TMK (2) 5-2-017:003, along Lihi Pali Avenue at Ho'olehua on the Island of Molokai, Hawaii.

Based on the available plans provided, we understand that the project will involve paving Driveways A and B, including the section of Lihi Pali Avenue fronting the cemetery, with asphaltic concrete (AC) pavement. In addition, a covered pavilion with a 14-stall parking lot is planned to the north of Driveway A inside the cemetery. We envision that the planned 58-foot by 33-foot building pad for the covered pavilion will consist of a concrete slab-on-grade with thickened edges or spread footings for roof support.

We anticipate the pavements will be subject to light vehicular traffic with occasional small maintenance/equipment vehicles. A fence wall of Concrete Rubble Masonry (CRM) construction is also planned along the property line adjacent to Lihi Pali Avenue.

We anticipate the subsurface soil conditions may range from stiff to very stiff within Driveways A and B and soft to medium stiff within the proposed pavilion building pad. Based on the existing topography at the project site, we envision site grading work will consist of minor cuts and fills on the order of about 1 to 2 feet thick.

PURPOSE AND SCOPE

The purpose of our geotechnical engineering consultation was to obtain subsurface information at the site and provide geotechnical engineering recommendations in support of the design and construction of the new pavilion, rock wall, and pavements. Based on the above scope of work, our exploration program generally included the following tasks and work items:

1. Probing at three selected locations across the project site using a Dynamic Cone Penetrometer (DCP) to evaluate the shallow subsurface soil conditions underlying the site.
2. Coordination of the field exploration and logging of the DCP probes by our engineer and field assistant.
3. Analyses of the field Dynamic Cone Penetration data to formulate geotechnical recommendations for the design of foundations and pavements for the proposed project.
4. Preparation of this letter report summarizing our work on the project and presenting our findings and recommendations.
5. Coordination of our overall work on the project by our senior engineer.
6. Quality assurance of our work by our principal engineer.
7. Miscellaneous work efforts, such as drafting, word processing, and clerical support.

REGIONAL GEOLOGY

The Island of Molokai was built by the extrusion of basaltic lava flows from two shield volcanoes during the early to middle Pleistocene Epoch. The two shield volcanoes comprising the Island of Molokai are known as East Molokai Mountain and

West Molokai Mountain. The project site is on the northeastern flank of the West Molokai Mountain.

The East Molokai Mountain was originally a typical elongated basaltic/andesitic shield-shaped dome. It was built over the northwest and east-trending rifts, with a steep slope on the north side where the lava flows plunged into deep water, and a gentle slope on the west side where the lava flows banked against the West Molokai dome.

During the Pleistocene Epoch (Ice Age), many sea level changes occurred as a result of widespread glaciations in the continental areas of the world. As the great continental glaciers advanced and accumulated, the level of the ocean fell due to a lower quantity of water available to fill the oceanic basins. Conversely, as the glaciers receded, or melted, global sea levels rose because of the increase in available water. The land mass of the Island of Molokai remained essentially stable during these changes, and the fluctuations were ecstatic in nature. These glacio-eustatic fluctuations resulted in stands of the sea that were both higher and lower relative to the present sea level on Molokai.

The processes of erosion and deposition were affected by these glacio-eustatic sea level fluctuations. When the sea level was low, the erosion base level was correspondingly lower, and valleys were carved to depths below the present sea level. When the sea level was high, the erosion base level was raised such that sediments accumulated at higher elevations.

In the mountainous regions of the Island of Molokai, the erosion processes are dominated by detachment of soil and rock masses from the valley walls that are transported down slope toward the axis of a valley primarily by gravity as colluviums. Once these materials reach the stream in the central portion of a valley, alluvial processes become dominant, and the sediments are transported and deposited as alluvium.

In general, stream flows are intermittent and flashy, such that the stream flows transmit large volumes of water for very short duration. Because of this, transport of sediments is intermittent, and the bulk of the stream's hydraulic load consists of a poorly-sorted mixture of boulders, cobbles, gravel, sands, and fines. When the erosion base levels change, these sediment loads are left as deposits.

When deposits are left in place for long periods of time, chemical processes begin to alter the materials simultaneously causing a breakdown or weathering of the material. Chemical processes also cause induration, or cementation, of the coarse-grained portion of the sediment resulting in a poorly consolidated sedimentary rock, or conglomerate. Simultaneously, erosion continues in the areas above the valley floors and upstream in headwaters. This continued erosion generates materials, which are transported down slope, covering the older alluvial deposits.

Depending on the local base level and rate of transport, these newer sediments are generally transient in terms of geologic time. In addition, their consistency and density are generally less than those of the older, partially consolidated deposits.

EXISTING SITE CONDITIONS

The project is at the existing Kanakaloloa Cemetery, designated as TMK (2) 5-2-017: 003, along Lihi Pali Avenue at Ho'olehua on the Island of Molokai, Hawaii. The site is generally overgrown with grass including Driveways A and B.

The project area generally grades from slightly sloping (1.33 to 1.75%) near Lihi Pali Avenue to moderately sloping (about 10%) at the middle segment of Driveway A to relatively steep (17%) near the turnaround at the upper west end of the driveway. Existing ground surface elevations generally range from about +96 feet Mean Sea Level (MSL) at Lihi Pali Avenue to about +131 feet MSL at the west end of Driveway A.

SURFACE SOIL CONDITIONS

The surface and near-surface conditions were visually explored and probed with the use of Dynamic Cone Penetrometer (DCP) to a depth of approximately 3 feet below the existing ground surface for indicative soil strength determination. The approximate locations of the three DCP probes, designated as DCP-1 through DCP-3, are shown on the Site Plan, Plate 2.

The surface soils generally appeared to be alluvium consisting of silty clays with some gravel observed along Driveways A and B. Based on the DCP probe test results, the near-surface soils within Driveway A indicate a stiff consistency in comparison to the area within the proposed building pad for the pavilion, which appeared to be of soft to medium stiff consistency. We did not encounter groundwater within the shallow probes in our limited DCP exploration. However, groundwater levels may change due to seasonal precipitation, surface water runoff, and other factors.

SEISMIC DESIGN CONSIDERATION

Based on the International Building Code (2006 Edition), the project site may be subject to seismic activity that can impact the planned improvements, and seismic design considerations may need to be addressed.

Based on the geotechnical data obtained from our limited field exploration and our literature review of the geologic setting in the project vicinity, we envision the project site is likely underlain by stiff alluvial clays overlying basalt rock formation at greater depths. Based on the anticipated subsurface conditions, we believe the project site may be classified from a seismic analysis standpoint as being a "Stiff Soil Profile" site corresponding to a Site Class D soil profile type based on the International Building Code

(Table No. 1613.5.2), 2006 Edition. Based on Site Class D, the following seismic design parameters were estimated and may be used for seismic analysis for this project.

SEISMIC DESIGN PARAMETERS	
Parameter	Value
Mapped MCE Spectral Response Acceleration, $S_S =$	0.788g
Mapped MCE Spectral Response Acceleration, $S_1 =$	0.09g
Site Class =	"D"
Site Coefficient, $F_a =$	1.185
Site Coefficient, $F_v =$	1.983
Adjusted MCE Spectral Response Acceleration, $S_{MS} =$	0.933g
Adjusted MCE Spectral Response Acceleration, $S_{M1} =$	0.414g
Design Spectral Response Acceleration, $S_{DS} =$	0.622g
Design Spectral Response Acceleration, $S_{D1} =$	0.276g
Peak Bedrock Acceleration, PBA (Site Class B) =	0.314g
Peak Ground Acceleration, PGA (Site Class D) =	0.248g

DYNAMIC CONE PENETRATION TESTING

We performed Dynamic Cone Penetration (DCP) tests in the proximity of the proposed pavilion building pad and along Driveway A to obtain indicative soil strength parameters for our preliminary foundation and pavement evaluation and analyses. The Dynamic Cone Penetration (DCP) test measures a material's in-situ resistance to penetration. The test is performed by driving a metal cone into the ground by repeatedly striking it with a 17.6-lb (8-kg) weight dropped from a distance of 22.6 inches (575 mm). The penetration of the cone is measured after each blow and is recorded to provide a continuous measure of shear resistance until refusal or to the maximum depth tested at 3 feet (36 inches) below existing grade. The DCP tests were generally conducted at 1-inch (25.4-mm) discrete depth intervals. The DCP test data obtained from our limited field exploration are presented in Plates 3.1 through 3.3 of this report for reference.

The DCP test data can be correlated to California Bearing Ratio values. The test data can also be used to evaluate the in-situ density, resilient modulus, and bearing capacity of the tested soils. Several authors have investigated the relationship between the DCP Penetration Index (PI) and the California Bearing Ratio (CBR) value. Based on these studies, we have estimated the CBR value based on the penetration index obtained from the DCP testing. The correlations of Penetration Index, California Bearing Ratio (CBR) and bearing capacity are presented in Plates 3.1 through 3.3 of this report. Based on our field observations and the DCP test results obtained, we have adopted a design allowable

bearing capacity value of 2,000 pounds per square foot (psf) for the foundation design and a subgrade CBR value of 8 for the pavement design.

DISCUSSION AND RECOMMENDATIONS

Based on the soil conditions encountered at the site and the relatively light loads anticipated, we believe that the proposed pavilion may be supported on a shallow foundation system. An allowable bearing pressure of up to 2,000 psf may be used for the design of the shallow foundations bearing on the recompacted in-situ alluvial clay soils. Detailed discussions and recommendations for the design of foundations, site grading, and pavements are presented in the following sections.

Pavilion Foundations

Based on the anticipated subsoil conditions, we believe the proposed pavilion may be supported on a shallow foundation system consisting of spread and/or continuous footings. Alternatively, the new building may also be supported on a slab-on-grade with thickened-edge footings. An allowable bearing pressure of up to 2,000 psf may be used for the design of the shallow foundations bearing on the recompacted in-situ clayey soils. This bearing value is for dead-plus-live loads and may be increased by one-third for transient loads, such as those caused by wind or seismic forces.

In general, the bottom of the footing foundations should be embedded a minimum of 18 inches below the lowest adjacent finished grade. Footings constructed on sloping ground should be embedded deep enough to provide a minimum horizontal setback distance of 6 feet measured from the outside edge of the footings to the face of the slope.

Soft and/or loose materials encountered at the bottom of footing excavations should be over-excavated down to stiff/dense materials or to a maximum of 2 feet deep in the footing excavation. The over-excavation should be backfilled with non-expansive select granular fill materials, moisture-conditioned to above the optimum moisture content, and compacted to a minimum of 90 percent relative compaction.

Footings next to utility trenches or easements should be embedded below a 45-degree imaginary plane extending upward from the bottom edge of the utility trench or as deep as the inverts of the utility lines. This requirement is necessary to avoid surcharging adjacent below-grade structures with additional structural loads and to reduce the potential for appreciable foundation settlement.

If foundations are designed and constructed in accordance with the recommendations presented herein, total settlement of foundations is estimated to be less than an inch with differential settlements on the order of less than half an inch.

Lateral loads acting on the structure may be resisted by friction between the base of the foundation and the bearing materials and by passive earth pressure developed against the near-vertical faces of the embedded portion of foundations. A coefficient of friction of 0.3 may be used for foundations bearing on the compacted subgrade. Resistance to lateral loads due to passive earth pressure may be calculated using an equivalent fluid pressure of 300 pounds per square foot per foot of depth (pcf) for foundations embedded in the compacted subgrade or structural fill materials. These values assume that the soils around the foundations are well compacted. Unless covered by pavements or slabs, the passive resistance in the upper 12 inches below the finished grade should be neglected.

A Geolabs representative should monitor footing excavations prior to the placement of reinforcing steel and concrete to confirm the foundation bearing conditions and the required embedment depths, and observe backfill placement to evaluate the compaction quality of the fill material.

Slabs-On-Grade

We envision that concrete slab-on-grade will be used for the new pavilion. Based on our field exploration results, the project site is generally underlain by near-surface silty clays that are potentially expansive when subjected to moisture-fluctuations. To reduce the potential for future distress to the lightly loaded slabs-on-grade resulting from shrinking and swelling of the clayey soils due to changes in the moisture content, we recommend capping the on-site clayey soils with a minimum of 12 inches of non-expansive select granular fill (capping fill) material below the slab cushion.

Prior to placement of the capping fill, we recommend scarifying the subgrade soils to a depth of about 8 inches, moisture-conditioning to at least 2 percent above the optimum moisture, and compacting to a minimum of 90 percent relative compaction. It should be noted that proper moisture-conditioning and preparation of the clayey subgrade soils is critical to the performance of the foundation and slab system.

The underlying subgrade soils should be wetted and kept moist until the final placement of slab concrete. Where shrinkage cracks are observed after compaction of the subgrade, we recommend preparing the soils again as recommended. Saturation and subsequent yielding of the exposed subgrade due to inclement weather and poor drainage may require over-excavation of the soft areas and replacement with well-compacted fill.

A cushion fill consisting of a minimum 4-inch thick layer of No. 3 Fine gravel (ASTM C33, No. 67 gradation) should be placed below the slab. The open-graded gravel cushion fill would provide uniform support of the slab and would serve as a capillary moisture break. To reduce the potential for future moisture infiltration through the slab and subsequent damage to floor coverings, an impervious moisture barrier is recommended on top of the No. 3 Fine gravel cushion fill layer. Flexible floor coverings,

such as carpet or sheet vinyl, should be considered since they can better mask minor slab cracking.

The bottom of the thickened edges of slabs adjacent to unpaved areas should be embedded at least 12 inches below the lowest adjacent finished grade. Areas adjacent to the slab should be backfilled tightly against the slab with the on-site soil and graded to divert water away from the slab to reduce the potential for water ponding around the slabs.

CRM Wall Foundation

Based on the preliminary plans provided, a CRM fence wall will be constructed along the property line adjacent to Lihi Pali Avenue. The following general guidelines may be used in the design of the wall foundation.

In general, we believe that the CRM wall foundations may be designed with an allowable bearing pressure of up to 2,000 psf bearing on 12 inches of select borrow material compacted to a minimum of 90 percent relative compaction. The select borrow material would provide a more competent bearing surface over the in-situ soils. This bearing value is for dead-plus-live loads and may be increased by one-third ($1/3$) for transient loads, such as those caused by wind or seismic forces. In addition, the select borrow should extend a minimum of 2 feet beyond the edges of the wall footing.

The in-situ soils below the 12-inch select borrow material should be scarified to a depth of about 8 inches, moisture-conditioned to about 2 percent above the optimum moisture content, and compacted to a minimum of 90 percent relative compaction. If soft and/or loose materials are encountered at the bottom of the select borrow layer, the soft/loose materials should be over-excavated to expose the underlying firm materials. The over-excavation should be backfilled with imported select granular fill material or select borrow compacted to a minimum of 90 percent relative compaction.

Lateral loads acting on the wall structure may be resisted by friction developed between the bottom of the foundation and the bearing soil and by passive earth pressure acting against the near-vertical faces of the foundation system. A coefficient of friction of 0.40 may be used for footings bearing on the compacted select borrow material. Resistance due to passive earth pressure may be estimated using an equivalent fluid pressure of 300 pounds per square foot per foot of depth (pcf). This assumes that the soil around footings is well-compacted. Unless covered by a pavement or slab, the passive resistance in the upper 12 inches of soil should be neglected.

Wall footings should have a minimum width of 18 inches. In addition, the bottom of the wall foundations should be embedded a minimum depth of 24 inches below the lowest adjacent finished grade. For sloping ground conditions, the footing should extend deeper to obtain a minimum 8-foot setback distance measured horizontally from

the outside edge of the footing to the face of the slope. Wall footings oriented parallel to the direction of the slope should be constructed in steps.

Wall footings next to utility trenches or easements should be embedded below a 45-degree imaginary plane extending upward from the bottom edge of the utility trench or as deep as the inverts of the utility lines. This requirement is necessary to avoid surcharging adjacent below-grade structures with additional structural loads and to reduce the potential for appreciable foundation settlement.

If the foundations are designed and constructed in accordance with our recommendations, we estimate that total settlements of footings bearing on the 12-inch select borrow over the in-situ soils to be on the order of about 1 inch. We estimate that differential settlement along the wall footings to be on the order of about 0.5 inches.

A Geolabs representative should observe foundation excavations prior to placement of the select borrow and the reinforcing steel or concrete to confirm the foundation bearing conditions and the required embedment depths.

Site Grading

Based on the preliminary plans provided, we anticipate that site grading work for the project will involve cuts and fills on the order of 1 to 2 feet thick. In general, a Geolabs representative should monitor the site preparation to confirm whether the exposed soil/rock conditions during excavation are similar to those anticipated and/or encountered in our field exploration. The following recommendations are intended to provide guidelines for the design of site preparation work.

At the on-set of earthwork, areas within the contract grading limits should be thoroughly cleared and grubbed. Vegetation, debris, deleterious materials, and other unsuitable materials should be removed and disposed of properly off-site to reduce the potential for contamination of the excavated materials to be used as embankment fill materials.

In general, the on-site materials generated from the excavations may be re-used as a source of general fill and backfill materials, provided that the materials are screened of over-sized materials (greater than 6 inches in maximum dimension) and are free of deleterious materials. Where used as fill and backfill materials, the on-site soils should be moisture-conditioned properly to at least 2 percent above the optimum moisture content, placed in level lifts not exceeding 8 inches in loose thickness, and compacted to a minimum of 90 percent relative compaction.

Non-expansive select granular material should consist of crushed basalt or coral. The material should be well graded from coarse to fine with particles no larger than 3 inches in largest dimension and should contain between 10 and 30 percent particles passing the No. 200 sieve. The material should have a laboratory CBR value of 20 or more and should have a maximum swell of 1 percent or less. The non-expansive select

granular fill should be moisture-conditioned to above the optimum moisture, placed in level lifts not exceeding 8 inches in loose thickness, and compacted to a minimum of 90 percent relative compaction. Geolabs should test imported fill material for conformance with these recommendations prior to delivery to the project site for its intended use.

Areas to receive fill should be scarified to a depth of 8 inches, moisture conditioned to about 2 percent above the optimum moisture and compacted to at least 90 percent relative compaction. Relative compaction refers to the in-place dry density of soil expressed as a percentage of the maximum dry density of the same soil established in accordance with ASTM D1557. Optimum moisture is the water content (percentage by weight) corresponding to the maximum dry density.

Pavement Design

We understand that flexible pavements are planned for Driveways A and B, the new parking lot fronting the planned pavilion, and the section of Lihi Pali Avenue adjacent to the cemetery. In general, we anticipate the vehicle loading for the parking lot to consist primarily of passenger vehicles and light pick-up trucks. Vehicle loading for the access driveways will generally be the same with occasional small excavators and other equipment necessary for the operation and maintenance of the cemetery. We have assumed that the pavement subgrade soils will be similar to the clayey soils generally observed during our field exploration. Based on the above assumptions, we recommend using the following flexible and rigid pavement sections for preliminary design purposes:

Driveways A, B, and Parking Area

2.0-Inch Asphaltic Concrete
6.0-Inch Aggregate Base Course (95 Percent Relative Compaction)
12.0-Inch Select Borrow Subbase (95 Percent Relative Compaction)
20.0-Inch Total Pavement Thickness on Moist Compacted Subgrade

Driveway A, 17% Grade Segment (Sta. 3+50 to Sta. 4+50)

6.0-Inch Portland Cement Concrete
12.0-Inch Select Borrow Subbase
18.0-Inch Total Pavement Thickness on Moist Compacted Subgrade

Lihi Pali Avenue

4.0-Inch Asphaltic Concrete
6.0-Inch Aggregate Base Course (95 Percent Relative Compaction)
12.0-Inch Select Borrow Subbase (95 Percent Relative Compaction)
22.0-Inch Total Pavement Thickness on Moist Compacted Subgrade

The pavement subgrade soils should be scarified to a minimum depth of about 8 inches, moisture-conditioned to at least 2 percent above the optimum moisture content, and compacted to no less than 90 percent relative compaction. The aggregate base course and select borrow subbase materials should consist of crushed basaltic aggregates compacted to no less than 95 percent relative compaction. The subgrade soils should be thoroughly moistened and kept moist until covered by the pavement structural section. We recommend performing CBR and density tests on the actual subgrade soils encountered during pavement construction to confirm the adequacy of the above sections.

In addition, paved areas should be sloped, and drainage gradients should be maintained to carry surface water off-site. Surface water ponding should not be allowed on-site during or after construction. Where concrete curbs are used to isolate landscaping in or adjacent to the pavement areas, we recommend extending the curbs a minimum of 2 inches into the soils below the select borrow subbase to reduce the potential for migration of appreciable landscape water into the pavement section. Alternatively, a subdrain system could be constructed to collect the excess water from landscaping irrigation. For long-term performance, we recommend constructing a subdrain system adjacent to the paved/landscaped areas.

Drainage

The finished grades within the improvements should be sloped to shed water away from the foundations and to reduce the potential for ponding. In addition, drainage swales should be provided as soon as possible and maintained to drain surface water runoff away from the foundations and slabs.

These drainage requirements are essential for the proper performance of the above foundation and pavement recommendations since ponded water could cause subsurface soil saturation and subsequent loss of strength and/or heaving of the near-surface soils. The foundation excavations should be properly backfilled against the footings immediately after setting of the concrete to reduce the potential for water infiltration.

Utility Trenches

Water and other subsurface utility lines may be needed for the project. Good construction practices should be utilized for the excavation and backfilling of the trenches for the underground utilities. The excavations should comply with the applicable federal, state, and local safety requirements. The contractor should be responsible for trench shoring design and installation.

In general, we recommend using granular bedding consisting of 6 inches of No. 3B Fine gravel (ASTM C33, No. 67 gradation) for support under the pipes. Free-draining granular materials, such as No. 3B Fine gravel (ASTM C33, No. 67 gradation), should also be used for the initial trench backfill up to about 12 inches above

the pipes to provide adequate support around the pipes. It is critical to use this free-draining material to reduce the potential for formation of voids below the haunches of pipes and to provide adequate support for the sides of the pipes. Improper trench backfill could result in backfill settlement and pipe damage.

The upper portion of the trench backfill from a level of 12 inches above the pipes to the top of the subgrade or finished grade should consist of on-site soils (with a maximum particle size of 6 inches) or select granular fill material. The backfill should be placed in maximum 8-inch loose level lifts and mechanically compacted to no less than 90 percent relative compaction to reduce the potential for appreciable future ground subsidence. Where trenches are located below pavement areas, the upper 3 feet of the trench backfill below the pavement finished grade should be compacted to a minimum of 95 percent relative compaction.

Design Review

Drawings and specifications for the proposed construction should be forwarded to Geolabs for review and written comments prior to bid advertisement. This review is necessary to evaluate adherence of the plans and specifications to the intent of the foundation and earthwork recommendations provided herein. If this review is not made, Geolabs cannot assume responsibility for misinterpretation of the recommendations presented.

Construction Monitoring

Geolabs should be retained to provide geotechnical engineering services during construction. The following are critical items of construction monitoring that require "Special Inspection":

- Observation of the foundation excavation
- Observation of fill placement and compaction
- Observation of utility trench excavation and compaction

A Geolabs representative should also monitor other aspects of earthwork construction to confirm compliance with the intent of the design concepts, specifications, and/or recommendations, and to expedite suggestions for design changes that may be required in the event that subsurface conditions differ from those anticipated at the time this report was prepared. The recommendations presented herein are contingent upon such observations. If the actual exposed soil/rock conditions encountered during construction differ from those assumed or considered in this report, Geolabs should be contacted to review and/or revise the geotechnical engineering recommendations presented herein.

LIMITATIONS

The analyses and recommendations submitted herein are based, in part, upon information obtained from field observations and limited DCP tests of surface and near-surface soils. Variations of subsoil conditions may occur, and the nature and extent of these variations may not become evident until construction is underway. If variations then appear evident, it will be necessary to re-evaluate the recommendations provided herein.

The field DCP test locations indicated herein were measured with reference to the features shown on the General Plan by Group 70 International dated August 13, 2015. The physical locations of the DCP field tests and elevations should be considered accurate only to the degree implied by the method used.

This report has been prepared for the exclusive use of Group 70 International and their consultants for specific application to the Kanakaloloa Cemetery Improvements project in accordance with generally accepted geotechnical engineering principles and practices. No warranty is expressed or implied.

This report has been prepared solely for the purpose of assisting the design engineers in the design of the proposed project. Therefore, this report may not contain sufficient data or the proper information to serve as the basis for construction cost estimates nor for bidding purposes. A contractor wishing to bid on this project should retain a competent geotechnical engineer to assist in the interpretation of this report and/or in the performance of additional site specific exploration for bid estimating purposes.

The owner/client should be aware that unanticipated soil conditions are commonly encountered. Unforeseen soil conditions, such as perched groundwater, soft deposits, hard layers or cavities, may occur in localized areas and may require additional probing or corrections in the field (which may result in construction delays) to attain a properly constructed project. Therefore, a sufficient contingency fund is recommended to accommodate these possible extra costs.

This geotechnical engineering evaluation conducted at the project site was not intended to investigate the potential presence of hazardous materials and/or archeological features existing at the site. It should be noted that the equipment, techniques, and personnel used to conduct a geo-environmental exploration differ substantially from those applied in geotechnical engineering.

CLOSURE

We appreciate the opportunity to be of service to you on this project. If you have questions or need additional information, please contact our office.

Respectfully submitted,

GEOLABS, INC.

By *Teddys T Kwok*
Teddy S.T. Kwok, P.E.
Senior Project Engineer



THIS WORK WAS PREPARED BY
ME OR UNDER MY SUPERVISION.

Teddys T Kwok 4-30-16
SIGNATURE EXPIRATION DATE
OF THE LICENSE

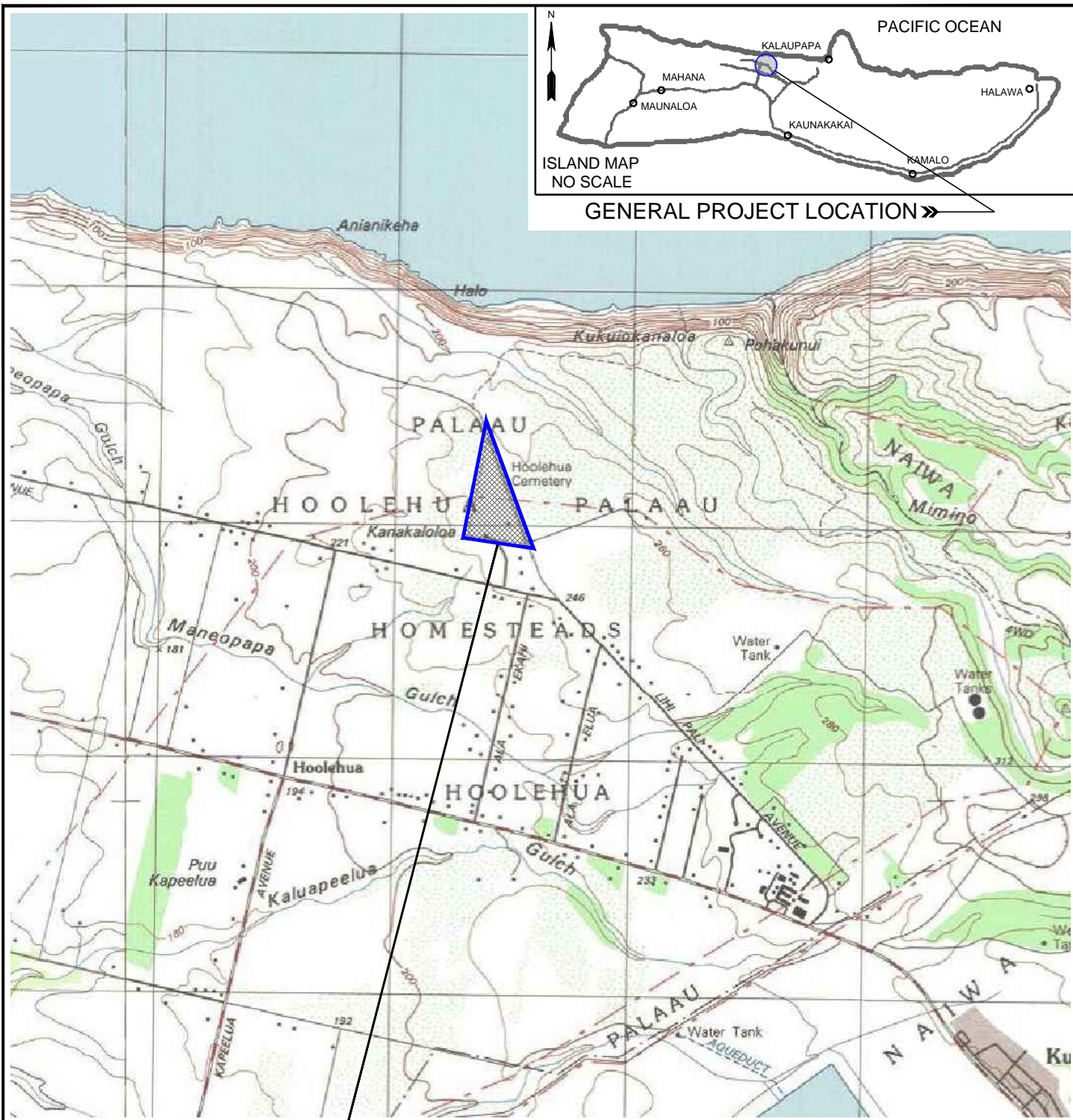
TK:MN:mj *[initials]*

Attachments: Project Location Map, Plate 1
Site Plan, Plate 2
Dynamic Cone Penetrometer Test Data, Plates 3.1 thru 3.3

(2 Copies to Addressee)

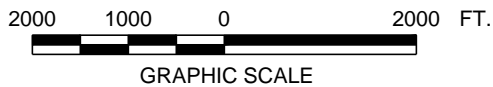
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Plotter: DWG To PDF.pc3 Plot Style: GEO-No-Dithering-Blue-Boring.ctb



PROJECT LOCATION»

PROJECT LOCATION MAP
KANAKALOLOA CEMETERY IMPROVEMENTS
HO'OLEHUA, MOLOKAI, HAWAII



GRAPHIC SCALE

NOTE: CONTOURS ARE IN METERS.

REFERENCE: MAP CREATED WITH TOPO!® ©2010 NATIONAL
GEOGRAPHIC; ©2007 TELE ATLAS, REL. 1/2007.

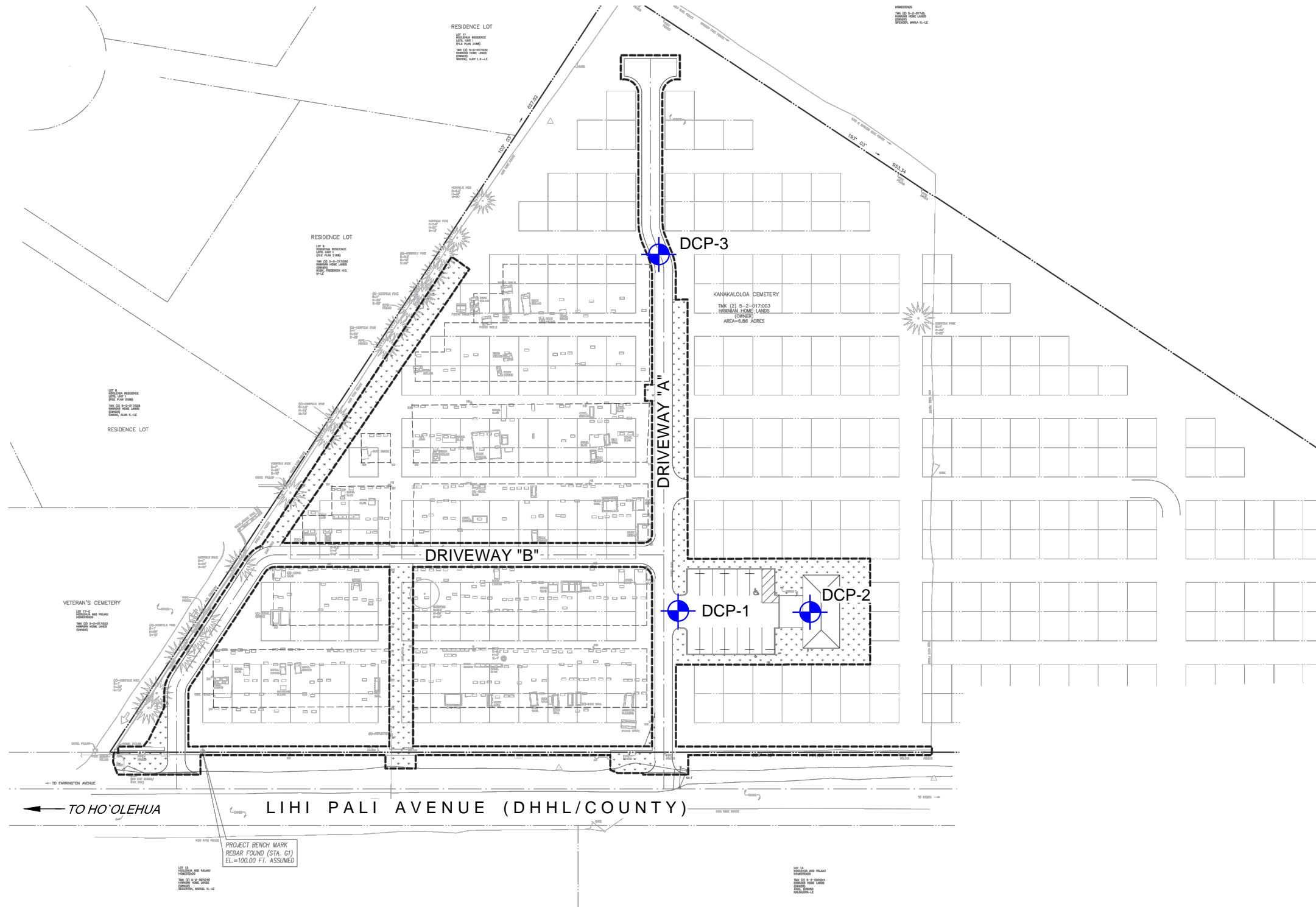


GEOLABS, INC.

Geotechnical Engineering

DATE	DRAWN BY	PLATE 1
OCTOBER 2015	KHN	
SCALE	W.O.	
1" = 2,000'	7266-00	

CAD User: KIM File Last Updated: October 15, 2015 10:45:02am Plot Date: October 22, 2015 - 5:31:04pm
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Plotter: DWG To PDF.pc3 PlotStyle: GEO-No-Dithering-Blue-Boring.ctb




LEGEND:

 APPROXIMATE DCP TEST LOCATION

REFERENCE: GENERAL SITE PLAN TRANSMITTED BY GROUP 70
INTERNATIONAL ON OCTOBER 5, 2015.





SITE PLAN

KANAKALOLOA CEMETERY IMPROVEMENTS
HO'OLEHUA, MOLOKAI, HAWAII

GEOLABS, INC.

Geotechnical Engineering

DATE OCTOBER 2015	DRAWN BY KHN	PLATE 2
SCALE 1" = 80'	W.O. 7266-00	

DYNAMIC CONE PENETRATION TEST DATA (ASTM D6951)						
Project:	Kanakaloloa Cemetery		W.O.: 7266-00	Date: Sept. 17, 2015		
Location:	Driveway A STA 1+ 21.15		Test No.: DCP-1	Soil Type: Silty Clay		
No. of Blows	Cumulative Penetration (mm)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	Approximate Bearing Value (psf)
0	0					
5	25	25	5	1	47	
3	51	25	8	1	27	
4	76	25	6	1	37	
4	102	25	6	1	37	
4	127	25	6	1	37	
4	152	25	6	1	37	6,300
4	178	25	6	1	37	
3	203	25	8	1	27	
4	229	25	6	1	37	
3	254	25	8	1	27	
4	279	25	6	1	37	
4	305	25	6	1	37	6,300
4	330	25	6	1	37	
4	356	25	6	1	37	
4	381	25	6	1	37	
4	406	25	6	1	37	
4	432	25	6	1	37	
4	457	25	6	1	37	6,300
6	483	25	4	1	58	
5	508	25	5	1	47	
5	533	25	5	1	47	
5	559	25	5	1	47	
5	584	25	5	1	47	
5	610	25	5	1	47	7,000
5	635	25	5	1	47	
5	660	25	5	1	47	
5	686	25	5	1	47	
4	711	25	6	1	37	
4	737	25	6	1	37	
4	762	25	6	1	37	6,300
3	787	25	8	1	27	
4	813	25	6	1	37	
3	838	25	8	1	27	
5	864	25	5	1	47	
5	889	25	5	1	47	
5	914	25	10	2	22	

DYNAMIC CONE PENETRATION TEST DATA (ASTM D6951)						
Project: Kanakaloloa Cemetery		W.O. : 7266-00		Date: Sept. 17, 2015		
Location: Pavilion Building Pad Center		Test No.: DCP-2		Soil Type: Silty Clay		
No. of Blows	Cumulative Penetration (mm)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	Approximate Bearing Value (psf)
0	0					
1	25	25	25	1	8	
1	51	25	25	1	8	
2	76	25	13	1	17	
5	102	25	5	1	47	
3	127	25	8	1	27	
2	152	25	13	1	17	3,800
1	178	25	25	1	8	
2	203	25	13	1	17	
1	229	25	25	1	8	
1	254	25	25	1	8	
1	279	25	25	1	8	
1	305	25	25	1	8	2,400
1	330	25	25	1	8	
1	356	25	25	1	8	
1	381	25	25	1	8	
1	406	25	25	1	8	
1	432	25	25	1	8	
1	457	25	25	1	8	2,400
1	483	25	25	1	8	
1	508	25	25	1	8	
1	533	25	25	1	8	
1	559	25	25	1	8	
1	584	25	25	1	8	
1	610	25	25	1	8	2,400
1	635	25	25	1	8	
1	660	25	25	1	8	
1	686	25	25	1	8	
1	711	25	25	1	8	
1	737	25	25	1	8	
1	762	25	25	1	8	2,400
1	787	25	25	1	8	
1	813	25	25	1	8	
1	838	25	25	1	8	
1	864	25	25	1	8	
1	889	25	25	1	8	

DYNAMIC CONE PENETRATION TEST DATA (ASTM D6951)						
Project:	Kanakaloloa Cemetery		W.O. : 7266-00	Date: Sept. 17, 2015		
Location:	Driveway A STA 3+ 75		Test No.: DCP-3	Soil Type: Silty Clay		
No. of Blows	Cumulative Penetration (mm)	Penetration per Blow Set (mm)	Penetration per Blow (mm)	Hammer Blow Factor	CBR (%)	Approximate Bearing Value (psf)
0	0					
5	25	25	5	1	47	
3	51	25	8	1	27	
4	76	25	6	1	37	
4	102	25	6	1	37	
4	127	25	6	1	37	
4	152	25	6	1	37	6,300
4	178	25	6	1	37	
3	203	25	8	1	27	
4	229	25	6	1	37	
3	254	25	8	1	27	
4	279	25	6	1	37	
4	305	25	6	1	37	6,300
4	330	25	6	1	37	
4	356	25	6	1	37	
4	381	25	6	1	37	
4	406	25	6	1	37	
4	432	25	6	1	37	
4	457	25	6	1	37	6,300
6	483	25	4	1	58	
5	508	25	5	1	47	
5	533	25	5	1	47	
5	559	25	5	1	47	
5	584	25	5	1	47	
5	610	25	5	1	47	7,000
5	635	25	5	1	47	
5	660	25	5	1	47	
5	686	25	5	1	47	
4	711	25	6	1	37	
4	737	25	6	1	37	
4	762	25	6	1	37	6,300
3	787	25	8	1	27	
4	813	25	6	1	37	
3	838	25	8	1	27	
5	864	25	5	1	47	
5	889	25	5	1	47	
5	914	25	5	1	47	7,000

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

**KANAKALOLOA CEMETERY IMPROVEMENTS,
Hoolehua, County of Maui,
Island of Molokai, State of Hawaii**

T.M.K. (2) 5-2-017:003

IFB No.: IFB-16-HHL-011

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-16-HHL-011. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: (**Check ☐ one only**)

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for Kanakaloloa Cemetery Improvements to the Department of Hawaiian Home Lands.

Item No.	Description	Unit	Unit Price	Amount
1	Demolition, clearing, grubbing, and erosion control for the project site	Lump Sum		\$ _____
2	Construction of on-site roadways, driveways "A" and "B", including gates and bollards, etc.	Lump Sum		\$ _____
3	Construction of on-site parking lot, including signage, striping, wheel stops, walkways, ADA parking stalls, and drainage improvements.	Lump Sum		\$ _____
4	Construction of concrete pad and tie downs, and drainage improvements.	Lump Sum		\$ _____
5	Construction of a new water line and hose bibb.	Lump Sum		\$ _____
6	Construction of new stacked rock wall and signage requirements for the project. To include installation of cattle gates.	Lump Sum		\$ _____
7	Cost for dust fence and power washing to protect the adjacent tenant. Power washing will be required at minimum.	Lump Sum		\$ _____
8	Monthly Landscape Maintenance	12 months	\$ _____/month	\$ _____
9	Archeological Monitoring	Lump Sum		\$ _____
10	On-site Lighting Improvements	Lump Sum		\$ _____
11	Project Entry Sign	Lump Sum		\$ _____
12	Allowance	Lump Sum		\$ <u>50,000.00</u>
13	TOTAL SUM BID			\$ _____

TOTAL SUM BID (Item 1 through 12) _____ Dollars (\$ _____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

HAWAII PRODUCTS PREFERENCE

In accordance with HRS §103D-1002, the Hawaii products preference is applicable to this solicitation. Hawaii Products [are / may be] available for those items noted on the offer form. The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, under Toolbox/QuickLinks click on Goods, Services and Construction, then click on Goods, Services and Construction for Vendors, Contractors and Service Providers, under Preferences, click on Preferences pursuant to HRS 103D Part X including Hawaii Products, then click on Preference for Hawaii Products, and select *Hawaii Products List* to view.

Offeror submitting a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit to the Procurement Officer issuing the solicitation (IFB or RFP), and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **2:00 p.m., May 16, 2016**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum listing the additional certified and qualified Hawaii products by **4:00 p.m., May 19, 2016**.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
 - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
 - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
 - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
 - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.
 - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1) verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(Add additional sheets if necessary)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. 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.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of

this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 3	_____
Addendum No. 2	_____	Addendum No. 4	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of: _____
_____ DOLLARS (\$ _____)

as required by law, is enclosed herewith in the form of:

<input type="checkbox"/> Surety Bond (*1)	<input type="checkbox"/> Official Check (*3)
<input type="checkbox"/> Legal Tender (*2)	<input type="checkbox"/> Share Certificate (*3)
<input type="checkbox"/> Cashier's Check (*3)	<input type="checkbox"/> Teller's Check (*3)
<input type="checkbox"/> Certificate of Deposit (*3)	<input type="checkbox"/> Treasurer's Check (*3)
<input type="checkbox"/> Certified Check (*3)	

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID

FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR
CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION
GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT
BIDS ON BEHALF OF THE COMPANY.

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

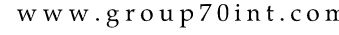
“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 20____.

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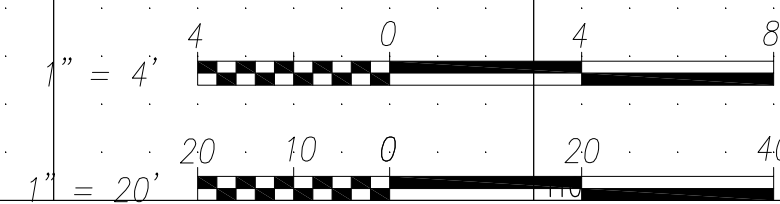
Secretary

END OF BID



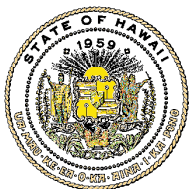
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

(OBSERVATION OF CONSTRUCTION AS DEFINED IN SECTION 16-115-2 OF THE STATE OF HAWAII, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS, AND LANDSCAPE ARCHITECTS 8/29/94).



SHEET 8 OF 15 SHEETS

FILE	POCKET	FOLDER	NO.



STATE OF HAWAII
SPECIAL CONDITIONS

Project: Kanakaloloa Cemetery Improvements
Location: Hoolehua, Molokai, County of Maui, State of Hawaii
IFB No. IFB-16-HHL-011, Addendum No. 1
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

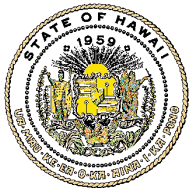
- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction 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.

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 subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value



STATE OF HAWAII

SPECIAL CONDITIONS

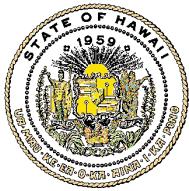
Fire and extended coverage	100% Replacement Value
Malicious Mischief	100% Replacement Value
Flood Insurance , if applicable	Maximum Coverage available

- 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, 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 in 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 ~~seven hundred thirty (730)~~ one hundred twenty (120)



STATE OF HAWAII

SPECIAL CONDITIONS

consecutive calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted for justification reasons

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, ~~\$200.00~~ \$1,000.00 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 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.

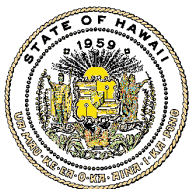
Upon completion, the Contractor shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The as-built plan shall be incidental to the contract.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

Finished grades shall include as a minimum the following;

1. Concrete pad elevation for the future pavilion
2. Parking lot corners
3. American's with Disabilities Act (ADA) accessible parking stalls to ensure that slopes do not exceed 2% in any direction.
4. Concrete sidewalk connecting the parking lot and the concrete pad along the ADA accessible path.
5. Roadway intersections

SC-06 ALLOWANCES

The proposal may contain payment items designated as allowances (i.e. mitigation of any inadvertent discovery of human remains). 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,



STATE OF HAWAII

SPECIAL CONDITIONS

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. An Allowance is made for inadvertent discovery of burials.

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 and inspection fees as required by all governmental agencies having jurisdiction over this project. No time extension will be approved without written justifications from governmental agencies for permitting delays.

SC-08 COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for maintaining water service to include disruption or restriction to water service, temporary utility services, permanent service and appurtenances with the Project Manager and appropriate agencies, including but not limited to DHHL for potable water, and the Molokai Fire Department for fire protection.

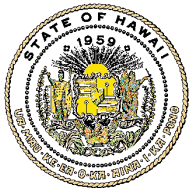
The CONTRACTOR shall coordinate all necessary work for maintaining access to portions of the cemetery to the public, coordinating closures and restrictions to certain portions of the cemetery, temporary accesses for vehicles and/or pedestrians, and proper security for the project site with the Project Manager and appropriate agencies.

SC-09 CONTRACTOR'S LICENSING

It is the 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, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-10 WATER CHARGES AND REQUIREMENTS

DHHL will make reasonable quantities of potable water available for the CONTRACTOR use at no cost to the CONTRACTOR. CONTRACTOR shall coordinate and obtain authorization for the water supply point(s) and amounts of water required with the Project Manager. Contractor shall furnish, install, and maintain a temporary flow meter at the supply point as accepted by the Project Manager. Flow meter shall be calibrated as accepted by the Project Manager. Contractor shall provide weekly reports of water usage to the Project Manager.



STATE OF HAWAII

SPECIAL CONDITIONS

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.

SC-12 FINAL INSPECTION

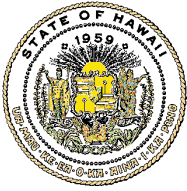
Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the County of Maui, and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by the Department and Construction 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 County of Maui 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-13 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>
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 apprentice able trade the Contractor employs, the Contractor will be subject to the following sanctions:



STATE OF HAWAII

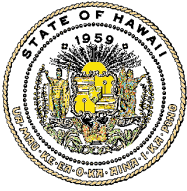
SPECIAL CONDITIONS

- 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-14: COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) CHAPTER 103B - EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS

The CONTRACTOR shall comply with the requirements of Hawaii Revised Statutes (HRS) Chapter 103B, Employment of State Residents on Construction Procurement Contracts, as follows:

1. Definitions for terms used in HRS Chapter 103B:
 - 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. “Procurement Officer” has the same meaning as in section 103D-104, HRS.
 - e. “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.
 - f. “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.

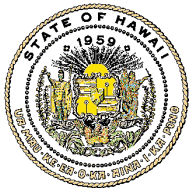


STATE OF HAWAII

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2. HRS Chapter 103B– 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.
- 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.
 - 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. The Contractor and



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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.
 - 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-15 GENERAL CONDITIONS

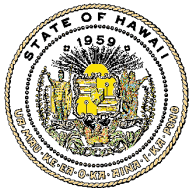
In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions shall govern over AG-008 103D General Conditions.

SC-16 INADVERTENT DISCOVERY OF HUMAN BURIALS

In the event human burials are 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, DHHL, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council. The discovery of human remains should not prevent the contractor from working on other areas at the work site.

DHHL may provide the CONTRACTOR with additional time for the mitigation of any inadvertent discovery of human remains per the DHHL Construction General Conditions, sections 7.21.5 through 7.21.5.4.

The allowance item in the bid form shall be used for required mitigation of inadvertent discovery of human burials or other unforeseen items, and will be based on Contractor's time and materials as needed. 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



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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.

Contractor shall provide unit cost prices for the mitigation work, and time and materials will be negotiated when the scope of work is determined. No work shall be performed by the contractor without prior written authorization from DHHL. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-17**ARCHEOLOGICAL MONITORING PLAN, ARCHEOLOGICAL MONITOR, AND ARCHEOLOGICAL MONITORING REPORT**

Due to the location and sensitivity of the project, within Kanakaloloa Cemetery, DHHL has secured Keala Pono Archeology Consultants to prepare an Archeological Monitoring Plan (AMP) to be implemented, referenced, and enforced during construction activities. DHHL will provide the CONTRACTOR with a copy of the plan.

The CONTRACTOR is responsible for implementing the plan, conducting all work in accordance with the AMP. The CONTRACTOR shall also be responsible for contracting with an approved and licensed/certified archeological consulting firm to conduct the fieldwork and monitoring required as part of the plan. Such firm will fulfill the role of the Archeological Monitor as required by the AMP. The Archeological Monitor shall have the ability and authority to halt work if necessary, should the presence of human burials be discovered or may be reasonably expected or anticipated by the Archeological Monitor. Work shall not resume until conditions are satisfactory to the Archeological Monitor, if human burials are sufficiently avoided or protected.

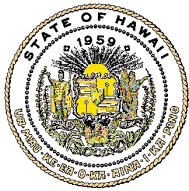
The Contractor, however, will be completely responsible for their own, and their subcontractor's, work, and ensure that the requests of the Archeological Monitor are met in a timely and efficient manner.

The CONTRACTOR is also responsible for ensuring that the Archeological Monitor prepares and submits an Archeological Monitoring Report (AMR) to DHHL and the appropriate agencies, including but not limited to State Historic Preservation Division, the Office of Hawaiian Affairs, and the Maui - Lanai Islands Burial Council. The AMR will be prepared to the satisfaction of DHHL and the other approving agencies.

The cost for the Archeological Monitor to perform the required fieldwork and monitoring, as well as the cost to prepare, submit, and process the AMR, will be the responsibility of the CONTRACTOR and will be considered incidental to the contract cost and scope of work. This cost shall be in the contract bid amount. No separate payment shall be made.

SC-18**GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm will be retained by the CONTRACTOR. The Contractor shall notify the Project Manager whenever the geotechnical engineering



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firm's presence occurs at the project sites. 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) or as accepted by the Project Manager. 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.

Soils and pavement testing includes that required for work within the Maui Department of Public Works jurisdictions at Lihi Pali Ave., as called for on the drawings and in accordance with the requirements of the Maui District Engineer.

Cost for this work shall be considered included in the contract bid amount. No separate payment shall be made.

SC-19 SAMPLING AND TESTING

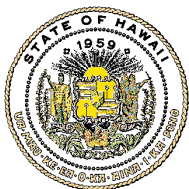
The CONTRACTOR shall retain the services of a geotechnical engineering firm and/or certified testing laboratory to perform sampling and testing as called for by this contract. Testing for water quality shall be by a State Department of Health certified laboratory. Sampling and testing shall include materials testing and field testing as required. Sampling and testing shall be as required by the CONTRACT to include but not limited to the following:

1. Concrete compressive strength and slump in laboratory and field tests per the Water System Standards
2. Microbiological tests for pipeline and tank disinfection

Cost for this work shall be considered included in the contract bid amount. No separate payment shall be made.

SC-20 FIRE PREVENTION PLAN

The site, and adjacent areas, can be dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, post the regulations clearly at the site and enforce the plan.



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SC-21 FIELD OFFICE

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.

SC-22 WATER SYSTEM SPECIFICATIONS

The “WATER SYSTEM STANDARDS,” State of Hawaii, dated 2002, 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,” and the various sections of the Special Conditions. Requirements of the Department of Water Supply, County of Maui, shall apply unless otherwise indicated by the contract documents.

The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” State of Hawaii, dated 2002, and all subsequent amendments and additions.

SC-23 COUNTY OF MAUI INSPECTIONS

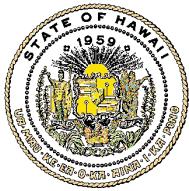
All work within any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the County of Maui. The CONTRACTOR shall make arrangements directly with the appropriate agencies to arrange for inspection of work. All work and/or fees necessary to comply with this item shall be considered incidental to the various contract items. No separate payment shall be made.

SC-24 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR’s prices shall include the General Excise Tax for all work.

SC-25 CONSTRUCTION PHASING

Contractor shall prepare and submit to the Project Manager, prior to start of field construction work, a construction phasing plan that outlines and describes the work scope and sequence in order to maintain public access to portions of the cemetery with minimal interruption and restriction to usage. Plan shall describe all planned phases of work to include estimated times and durations, and allow for public access to grave sites and headstones as reasonably able. Measures to maintain access may include and are not limited to: creating separate areas of work and sequencing and phasing work on specific



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areas in lieu of closing off the entire site, construction fencing and adequate protections to allow access to sites both uphill and downhill of the proposed asphalt driveways, etc.

Contractor is required to amend a new construction phasing plan, if there are delays or time extension to ensure the project is completed on time.

Notification to include lead times for notification to public and governmental service agencies shall be identified and scheduled.

The CONTRACTOR shall preform all excavation, earthwork, demolition and clearing or grubbing, or any other land disturbing activities within a 3 week continuous period to be identified by the CONTRACTOR and approved by the Project Manager. Limiting the timeframe of the land disturbing activities will assist with limiting the cost associated with the Archeological Monitor and the required fieldwork and reporting requirements.

Should land disturbing activities require additional time, the CONTRACTOR shall be responsible for any additional costs incurred for the Archeological Monitor, fieldwork and reporting for the AMR. This cost shall be considered part of the contract bid amount. No separate payment shall be made.

DHHL will not provide additional time to the CONTRACTOR or the CONTRACTOR's performance schedule should land disturbing activities exceed the time duration identified in this condition.

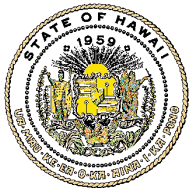
Information is available from the DHHL District Office as well as the Project Manager on the Kanakaloloa Cemetery, its history, layout, and operational conditions. Contractor shall coordinate the construction plans as well as the development of the construction phasing plan with the Project Manager.

The Contractor shall ensure that all materials, equipment, labor and incidentals are on-site as needed to ensure rapid and continuous work to minimize restrictions to access and usage of the cemetery, as well as to minimize or avoid water service disruptions to the DHHL water system and its service customers.

SC – 26 FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Conditions, Section 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 has been granted to DHHL. Copies of the letters shall be submitted to DHHL.



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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-27

~~ADDITIONAL PAVEMENT FOR LIHI PALI AVENUE~~

~~Bid item includes repaving Lihi Pali Avenue fronting the project site, consisting of a grind and overlay of the existing pavement of a minimum of 2 inches.~~

~~Contractor shall provide lump sum bid amount to complete the work as shown on construction plans. However, the contractor shall also include unit cost price per square foot of repavement of Lihi Pali Avenue. The construction work and materials may be negotiated if there is a change in scope of work. No work shall be performed by the contractor without prior written authorization from DHHL.~~

SC-28

SHOP DRAWINGS AND OTHER SUBMITTALS

The Contractor is required to submit a complete list of shop drawings and other submittals to the construction manager, for DHHL and the consultant team’s review, by one week after the notice to proceed (NTP) is given, or at the pre-construction meeting, whichever comes first.

The Contractor is then required to submit all submittals and shop drawings that are listed within ONE MONTH after the notice to proceed is given. The Contractor will not be given schedule or cost considerations for delay of materials if shop drawings or submittals are not submitted by this time.

NOTE: NO PROGRESS PAYMENT WILL BE PAID UNTIL ALL REQUIRED SUBMITTALS ARE SUBMITTED IN THE REQUIRED TIME.

SC-29

SOLAR ELECTRIC LIGHTING SYSTEM

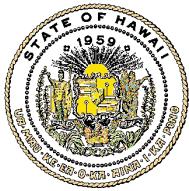
The Contractor shall submit plans for Electrical permit review prior to construction. See attachments for installations requirements.

SC-30

CONTRACTOR’S DAILY REPORT

The Contractor shall provide a daily report electronically, for DHHL review. The report should show:

- 1) Date
- 2) Weather
- 3) Activity at the site for the Contractor
 - a. Labor – who and what class, ie, carpenter, supervisor, labor
 - b. Equipment
 - c. Material Delivered



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- d. Work Performed
- 4) Activity at the site for the Subcontractor
 - a. Labor – who and what class, ie, carpenter, supervisor, labor
 - b. Equipment
 - c. Material Delivered
 - d. Work Performed
- 5) Who visited – Construction Manager, Inspector, etc.
- 6) Problems or Questions
- 7) Suggested resolution – if any
- 8) Safety report status
- 9) Quality Control report status

SC-31 EXTRA AND FORCE ACCOUNT WORK

109.04 Extra and Force Account Work (Hawaii Standard Specifications for Road and Bridges Construction 2005, Also see Addendum)

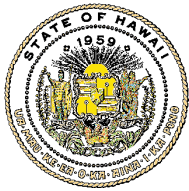
Force Account Provisions and Compensation. The contract documents may provide that certain work be compensated by force account method, or the Contractor may be directed to provide changes compensable under the price adjustment provision of paragraph (5) of Subsection 104.09 – Methods of Price Adjustment. When performing force account work, the Contractor and its subcontractor(s) shall comply with the provisions of this section. Compensation by force account will not alter any rights, duties, and obligations under the contract. The Contractor shall follow these procedures:

(A) The Contractor's Duties; Engineer's Authority. The Contractor has the duty to perform the work payable under this provision efficiently and economically. When the Engineer determines the Contractor is working inefficiently or uneconomically, the Engineer may direct the Contractor to stop, modify its means and methods, or the Engineer may specifically direct means and methods of doing the force account work. The Engineer will not pay for work that is unacceptable or for the cost of correcting work that fails to conform to contract requirements.

(B) Records. The Contractor shall maintain accurate daily records of all allowable costs. The records, as well as all work and costs are subject to review, audit, and approval by the Engineer.

The Contractor shall use the State's Force Account Form and obtain the Inspector's signature thereon each day the Contractor performs force account work. As the condition of payment of the force account work, the Contractor shall submit any original and two copies of the force account records, together with invoices, receipts and other backup data to the Engineer.

(C) Allowable Costs. Allowable cost include labor, equipment and machinery, trucks, insurance, taxes and bonds, overhead, profit, and reimbursable expenses all as



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described herein. Other costs or items not covered under this section are subject to the Engineer's written approval.

- (D) Labor.** Allowable cost include Contractor and subcontractor(s) costs for hourly worker wages, and fringe benefits required by employment contracts, plus overhead and profit markup. The Contractor shall provide the information on the force account form regarding each worker and supervisor.

Overtime compensation, per diem costs and other reimbursable costs are not allowed unless approved in writing by the Engineer prior to incurring the expense. Overhead and profit markup will not be allowed for such cost. Cost and time for employees' to travel to and from the project site are not allowed unless approved in writing by the Engineer prior to performing the work.

- (E) Materials.** Contractor and subcontractor(s) are allowed the actual cost of materials (excluding financing cost) delivered and incorporated into the work plus overhead and markup. The Contractor shall provide descriptions and quantities of materials, prices and extensions, and costs to transport materials if not included in the prices for the materials.

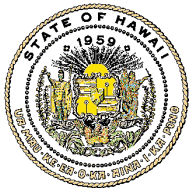
The Contractor shall provide legible receipts and invoices for all materials used and transportation charges. The Contractor shall promptly inform the Engineer of any early payment discounts that are available, as well as scheduled or anticipated price increases.

If materials used are not specifically purchased for the force account work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall certify that the material were taken from the stock and that the amount claimed represents the actual cost to the Contractor.

- (F) Equipment and Machinery.** For equipment and machinery necessary and actually used (other than small tools defined under Subsection 109.04(I) – Small Tools) that are owned or leased or rented, the Contractor is allowed costs for use of equipment or machinery at a per hour rate.

Hourly rates shall include costs for fuel, oil lubricants, supplies, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and other incidentals. The allowable hourly rates shall be the Contractor's actual customary charges e.g., shop rates or yard rates, or rental cost as verified by Contractor's records or invoices, provided that the maximum rate shall not exceed the current rates published in the Blue Book, effective at the time of equipment use. Blue Book hourly rates are calculated based upon the following formula:

Hourly Rates = [(Blue Book Monthly Rate ÷ 176) x (Regional Adjustment Factor) x (Rate Adjustment Table Factor) + Hourly Operation Cost



STATE OF HAWAII

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Equipment and machinery costs are not subject to any additional overhead and profit markup.

Equipment and machinery shall be in good condition and suitable for the purpose for which the equipment and machinery are to be used.

For equipment and machinery that is not listed in the Blue Book the Contractor shall obtain the Engineer's written approval of the monthly and hourly rates prior to using the equipment or machinery. If there is no agreement on the rates, the Engineer will set the rate. Engineer may, prior the use of rental equipment, approve in writing rates that are higher than the published rates, if justified by special circumstance.

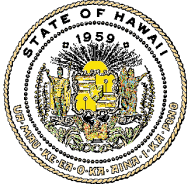
(G) Equipment Charges. The rental period for equipment and machinery brought to the work site specifically for the force account work, begins when the equipment or machinery reaches the work site, and continues each day the equipment or machinery is at the site and terminates at the end of the day when the equipment or machinery is no longer needed for the forced account work, or when the equipment or machinery leaves the project site, whichever comes first.

Rental times for all other equipment and machinery used for force account are paid for the time actually used. Prior to the performance of work, the Engineer must approve any hours or operation in excess of 8 hours in any one day. No additional premium beyond the normal rates used will be paid for equipment or machinery over 8 hours per day or 40 hours per week.

The total of all force account rental charges minus the operating cost accrued over the duration of the contract for a specific item of equipment or machinery (same make, model or kind of equipment or machinery doing the same kind of force account work) shall not exceed the replacement cost of that equipment. The Contractor shall provide the cost of replacement to the Engineer prior to using the equipment or machinery. If the Engineer does not agree with the replacement cost provided by the Contractor or if the Contractor does not provide the replacement cost, the Engineer shall set the replacement cost by the Engineer in accordance with Subsection 105.18 – Disputes and Claims. The Engineer will pay only the hourly operating cost should the replacement cost be reached. This provision shall not apply to the accrued rental charges by barricades and other traffic control devices, or while undergoing maintenance.

Rental times are not allowed or credited for any time during which equipment or machinery is inoperative due to its breakdown.

END OF SECTION



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) _____

(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-16-HHL-011 ("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

* and summarized in Attachment S-1

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. And generally described in Attachment S-2.

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 each in the amount of _____ DOLLARS (\$ _____).

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, Construction 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, Construction 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 ~~Two Hundred~~ **One Thousand** and 00/100 _____ DOLLARS (\$ ~~200.00~~ **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)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

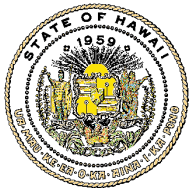
(Print Title)

(Date)

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

TIME OF PERFORMANCE

Project: Kanakaloloa Cemetery Improvements
Location: Hoolehua, Molokai, County of Maui, State of Hawaii
IFB No. IFB-16-HHL-011, Addendum No. 1
Contractor: TBD

1. The Time of Performance for the Cemetery Improvements shall be ~~730~~ 120 Consecutive Calendar Days from the effective date specified in 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. Once the Improvements have been inspected and accepted a twelve month maintenance period shall follow.
3. 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 103D General Conditions) 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.
4. 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, or with any continuing obligations on the part of the CONTRACTOR.

LANDSCAPE SPECIFICATIONS

1.01 SCOPE OF WORK

The Contractor shall provide grounds maintenance servicing at the KANAKALOLOA CEMETERY IMPROVEMENTS Kanakaloloa, Hoolehua, Island of Molokai, County of Maui, State of Hawaii, T.M.K. (2) 5-2-017:003, The Contractor shall provide all labor, equipment, tools and materials required to perform the work in accordance with the specifications herein.

1.02 LIMITS OF WORK

Limits of grounds maintenance servicing all areas of the cemetery boundary.

1.03 GENERAL

1. The Contractor shall provide grounds maintenance servicing, as indicated herein and as directed by the DHHL Project Manager, to fulfill the requirements of the Contract.
2. All work shall be performed in accordance with applicable Federal, State and County rules and regulations. The Contractor shall obtain all necessary permits to perform the work.
3. The Contractor shall be solely responsible for the satisfactory completion of all of the work performed. The Contractor shall be solely responsible for maintaining the quality of the existing site amenities.
4. The Contractor shall exercise care in operating grounds maintenance equipment in the Contract area. At no time shall vehicles, heavy equipment and/or trailers be permitted on the lawns, other planting areas and sidewalks. Obtain authorization from the DHHL Molokai Acting District Supervisor to park vehicles in the facility parking lot during the work day.
5. While performing grounds maintenance servicing, the Contractor shall exercise care and take all necessary action to prevent damage and/or injury to buildings, structures, vehicles, landscape irrigation system, plants and planting areas, and any other items in the Contract area and adjoining properties.

Any damages and/or injuries shall be repaired and/or replaced by the Contractor at his own expense and to the complete satisfaction of the DHHL Molokai Acting District Supervisor and any other injured parties.

6. The Contractor shall protect his employees, cemetery staff, and the general public from any unsafe conditions during the performance of maintenance services. The Contractor shall provide and use safety

devices such as barricades, cones, barriers and the like to prevent access of unauthorized personnel into work areas.

7. Adverse conditions requiring major field changes not stated in the Contract must be reported to the DHHL Project Manager prior to commencement or continuation of work.

1.04 SERVICE DAYS

The Contractor shall be ready, willing and able to provide full services every day of the week; including weekends and holidays.

1.05 WORK SCHEDULE

1. Grounds maintenance work will commence on the date of the construction acceptance date and end 12 months thereafter. Work shall not start earlier than the official start date on the Notice to Proceed for the maintenance period.
2. Servicing shall be provided weekly with all servicing for the week performed on the same day. Servicing shall be performed during daylight hours, starting no earlier than 7:00 a.m. and being completed by 4:30 p.m.

Servicing shall be provided only on week days unless approved by DHHL Project Manager and the DHHL Molokai Acting District Supervisor

1.06 QUALITY OF THE EXISTING SITE AMENITIES

1. The existing site amenities are defined as the landscape irrigation system and the plantings.

On the date of the Notice to Proceed, all irrigation systems are operational and provide appropriate coverage.

On the date of the Notice to Proceed, all plants and planting areas are thriving, weed, other pest and disease free.

2. The Contractor shall inspect the Cemetery grounds to confirm the quality of the existing site amenities. The Contractor shall notify the DHHL Project Manager and the DHHL Molokai Acting District Supervisor of any discrepancies in the existing site amenities within ten days after the Notice to Proceed. If the Contractor does not notify the DHHL Project Manager and the DHHL Molokai Acting District Supervisor of discrepancies in the existing site amenities, within ten days after the Notice to Proceed, the Contractor acknowledges the quality of the existing site amenities is as indicated in the Specifications.

1.07 EXPECTED LEVEL OF SERVICES

1. All plants shall grow and thrive during the Contract period.
2. The plants and planting areas shall be weed, other pest and disease free during the Contract period.
3. The planted areas, paved areas and walls shall be maintained in neat and attractive order during the Contract period.

1.08 GENERAL GROUNDS MAINTENANCE REQUIREMENTS

1. The Contractor shall use best horticultural practices to perform all grounds maintenance operations.
2. Maintenance shall include mowing, trimming of lawns and groundcovers, trimming of hedges and shrubs, policing, watering by automatic and/or manual means, fertilizing, weed and other pest control and related operations to maintain plants in thriving condition and to keep all areas in neat and attractive order.

1.09 MOWING AND RELATED SERVICES

1. Lawns shall be mowed with reel, and/or rotary gasoline engine powered mowers. Edgers shall be used to edge lawns at paving, headers, and where appropriate. Weed eaters may be used to trim and edge lawn areas where mowers and edgers cannot be used. All lawn trimmings shall be bagged and completely removed from the site on the same day of service. At no time shall trimmings be allowed on paved areas. Lawns shall be mowed weekly on days of complete service.
2. Lawns shall be mowed to heights directed by the DHHL Molokai Acting District Supervisor.
3. Lawn mowing and related operations shall be performed weekly.

1.10 TRIMMING GROUNDCOVER AND RELATED

1. Ground covers shall be serviced by continuously removing dead, dying and excessive growth. At no time shall there be growth on paving, walls, headers and curbs.
2. Groundcovers, planted below shrubs and hedges, shall be trimmed routinely. At no time shall groundcovers be allowed to grow within the shrub and/or hedge canopy. Exercise care while trimming groundcover to prevent injuring plant stems and trunks. If girdling occurs, the Contractor shall replace the plant; same type and size as was existing.
3. All groundcover shall be maintained at the heights directed by the DHHL

Molokai Acting District Supervisor.

4. Groundcover servicing shall be performed weekly.

1.11 HEDGE AND SHRUB CARE

1. All hedges and shrubs shall be maintained continuously to remove dead, dying, and excessive branches; leaves, flowers and fruits.
2. The hedges in the parking lot have not grown to the desired heights. The Contractor shall allow the hedge to grow to the desired height. After this desired height is achieved, the hedges shall be routinely and evenly trimmed so at no time will new growth be allowed to exceed six (6) inch beyond the vertical and horizontal planes of the plants.
3. The Contractor shall maintain all hedges and shrubs in shapes and forms directed by the DHHL Molokai Acting District Supervisor.

1.12 POLICING

1. Policing is defined as the complete collection by vacuum, blower and broom of all trimming and related debris generated by Contractor's operations. It also includes the collection of any and all other debris existing within the limits of the facility. Debris shall include, but not be limited to rubbish, such as cigarette butts, paper plates and cups, cans and the like; plant matter such as leaves, branches, flowers, fruits and the like; and soil, urine and feces of any origin. Every day of service at the facility requires policing. On the day of service, all areas, including the lawn areas, groundcover beds, planter boxes, paved areas and walls shall be completely policed.
2. Policing includes the complete collection of vegetative and any other debris in drainage inlets. Remove cover to access inlet as required. Replace cover properly when done.
3. Rubbish cans, anywhere outside the building, shall be emptied and relined with appropriately sized plastic bags on every day of service.

1.13 IRRIGATION SYSTEM AND WATERING

1. The facility has an automatic irrigation system. The Contractor shall schedule the irrigation cycle as necessary to ensure appropriate watering. Watering shall be scheduled for the night, with final watering ending by 5:30 a.m.
2. The Contractor is responsible for the proper operation of the irrigation systems and all of its components. The irrigation systems shall be

inspected for proper operation every two weeks, at a minimum. Inspection of the irrigation systems shall be by operating control valves by controller.

Any malfunctions and/or damage to the irrigation system shall be reported to the DHHL Molokai Acting District Supervisor no later than the next work day.

Any malfunctions and/or damage to the irrigation system due to the Contractor's operations shall be repaired by the Contractor at no additional cost to the State.

Any malfunctions and/or damage to the irrigation system not attributable to the Contractor's operations shall be repaired by the Contractor and the State shall assume all repair costs, provided the Contractor is able to furnish evidence to the State's satisfaction of Contractor's non-responsibility for damages and/or malfunctions. The Contractor shall submit a cost estimate for repairs for approval by the DHHL Project Manager & DHHL Molokai Acting District Supervisor prior to doing any repair work.

3. During the period the irrigation system is not properly functioning, the Contractor shall employ other means of watering, including but not limited to manual watering, until the irrigation system is properly functioning.

1.14 FERTILIZING

1. The Contractor shall fertilize all plantings. The Contractor shall determine by soil analysis, plant type, and other means, the appropriate fertilizers, with major and minor elements, to apply. The Contractor shall determine the appropriate quantities to apply and frequencies (quarterly minimum) for these applications during the contract period. Provide the State with a written report of the type, quantities, and frequencies of fertilizers to apply to the different types of plants.
2. First fertilizing shall begin 30 days after the construction acceptance date.
3. Start and complete fertilization in the first week of the scheduled month.

1.15 WEED AND PEST CONTROL IN PLANTED AREAS

The Contractor shall routinely inspect the plants for weed, other pest and disease infestation. The Contractor shall identify the weed, other pest and disease infestation. The Contractor may employ chemical pesticides to control the weed, other pest and disease infestation. The Contractor shall follow label instructions. The Contractor shall at no time place the public in any hazardous situation while performing this service. Inform the DHHL Project Manager & DHHL Molokai Acting District Supervisor of the pest control measures the Contractor is

employing.

1.16 REMOVAL AND DISPOSAL OF REFUSE

All refuse generated by the Contractor's operations and from grounds rubbish receptacles shall be bagged and removed from the site on the same day of service. The Contractor shall properly dispose of refuse at an off-site location.

1.17 INSPECTION BY THE CONTRACTOR

The Contractor shall conduct routine inspections of the Contract area. By these inspections, the Contractor shall confirm the quality of the grounds is maintained and the work performed is satisfactorily completed. Any deficiencies noticed shall be corrected.

1.18 INSPECTIONS BY THE STATE

The Contract Administrator shall conduct periodic inspections of the grounds to determine if performance of work is in accordance with the intent and requirements of this Contract and to ensure that the quality of plantings is maintained at the standard established at the start of the contract. The DHHL Project Manager or DHHL Molokai Acting District Supervisor may require the Contractor's presence at the inspection. If required, the DHHL Project Manager or DHHL Molokai Acting District Supervisor will make arrangements with the Contractor.

1.19 DECLINE AND/OR DEATH OF PLANTINGS

If any plantings should decline and/or die during the contract period, the Contractor shall take immediate action to correct the situation. Immediate action shall be the replacement of plants in the same type, quality and size as the original plant. The work shall be performed to the full satisfaction of and at no additional cost to the State,

1.20 NON-PERFORMANCE OF WORK ON SCHEDULED WORKDAYS

In the event the Contractor does not, for any reason, perform any or all of the services on the scheduled day of services, the Contractor shall notify the DHHL Project Manager & DHHL Molokai Acting District Supervisor. The DHHL Project Manager and or DHHL Molokai Acting District Supervisor shall inform the Contractor to:

- a) provide the services on a non-scheduled, agreeable with the DHHL Project Manager & DHHL Molokai Acting District Supervisor, day during the same week.

Or;

- b) not provide the services during the work week and not be compensated for work not performed in an amount equal to the pro-rated cost based on the bid price. For work not performed during the work week, the Contractor shall perform those services during the scheduled day of the next work week with no additional cost to the State.