

DEPARTMENT OF HAWAIIAN HOME LANDS
STATE OF HAWAII

APRIL 19, 2016

ADDENDUM NO. 2

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

VILLAGES OF LAIOPUA BRUSH CLEARING & MAINTENANCE

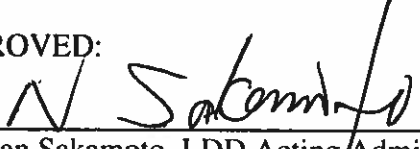
KEALAKEHE, NORTH KONA, HAWAII

IFB No.: IFB-16-HHL-010

NOTICE TO ALL PROSPECTIVE BIDDERS

This addendum is hereby made a part of the PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND for the VILLAGES OF LAIOPUA BRUSH CLEARING & MAINTENANCE, KEALAKEHE, NORTH KONA, 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: April 19, 2016

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

Receipt of Addendum No. 2 for the VILLAGE OF LAIOPUA BRUSH CLEARING & MAINTENANCE, KEALAKEHE, NORTH KONA, HAWAII, is hereby acknowledged.

Signed _____ Title _____

Firm _____ Date _____

ADDENDUM NO. 2

APRIL 19, 2016

TO

PLANS, BID FORM, SPECIFICATIONS, CONTRACT AND BOND

FOR

VILLAGES OF LAIOPUA BRUSH CLEARING & MAINTENANCE

KEALAKEHE, NORTH KONA, HAWAII

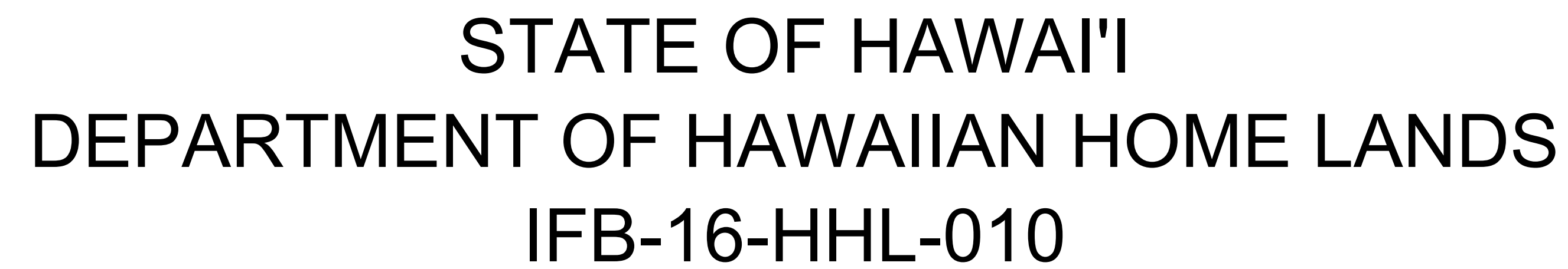
IFB No.: IFB-16-HHL-010

ITEM NO. 1 REVISED PLAN SET

Replace original plans in its entirety with the revised set of plans attached to **ADDENDUM NO. 2 (4-19-16)**.

ITEM NO. 2 REPLACE SHEET TS-1.2 SPECIAL CONDITION NOTES

Replace Drawing No. TS-1.2 Special Condition Notes with revised Drawing No. TS-1.2 Special Condition Notes Addendum 1 attached to **ADDENDUM NO. 2 (4-19-16)**.



VILLAGES OF LA'I 'ŌPUA

BRUSH CLEARING & MAINTENANCE

KEALAKEHE, NORTH KONA, HAWAII
T.M.K. (3) 7-4-021:005,006,010,011,012,015,016

CONSULTANTS:

b+k design group, llc
16-643 KIPIMANA STREET, SUITE 12, KEA'AU, HAWAII 96749
PHONE: 808.969.9533 / FAX: 808.969.9534
LANDSCAPE ARCHITECT

INDEX TO DRAWINGS:

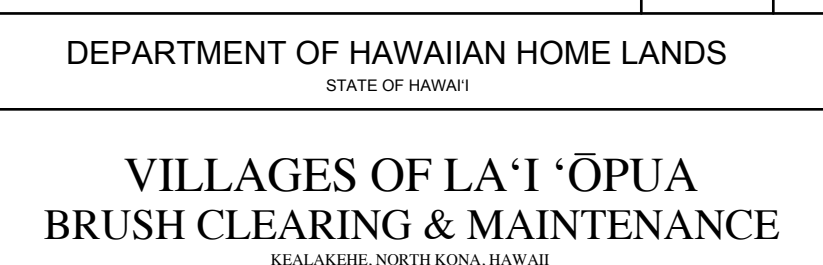
SHEET	SHEET TITLE
TS-1.1	TITLE SHEET & INDEX TO DRAWINGS
TS-1.2	SPECIAL CONDITIONS NOTES
L-1.1	BRUSH CLEARING PLAN - AUPAKA PRESERVE BOUNDARY
L-1.2	BRUSH CLEARING PLAN - UHIUHI PRESERVE & VILLAGE 2, 3, AND 4 BOUNDARIES
L-1.3	BRUSH CLEARING PLAN - VILLAGE 3 & PROPOSED VILLAGE 2 BOUNDARY
L-1.4	BRUSH CLEARING PLAN - VILLAGE 4 & UHIUHI PRESERVE BOUNDARY
L-1.5	BRUSH CLEARING PLAN - VILLAGE 5 & AUPAKA PRESERVE BOUNDARY

APPROVED:

CHAIRMAN, HAWAIIAN HOMES COMMISSION
STATE OF HAWAII

DATE _____

REVISION NO.	SYM.	DESCRIPTION	SHT. _____ OF _____ DATE



Title Sheet & Index To Drawings

b+k design group, llc
16-643 Kipimana St., Suite 12, Keeaau, Hawai'i 96749
Tel: (808) 969-9533 Fax: (808) 969-9534

PROJECT NO.	
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DRAWING NO.
S-1.1

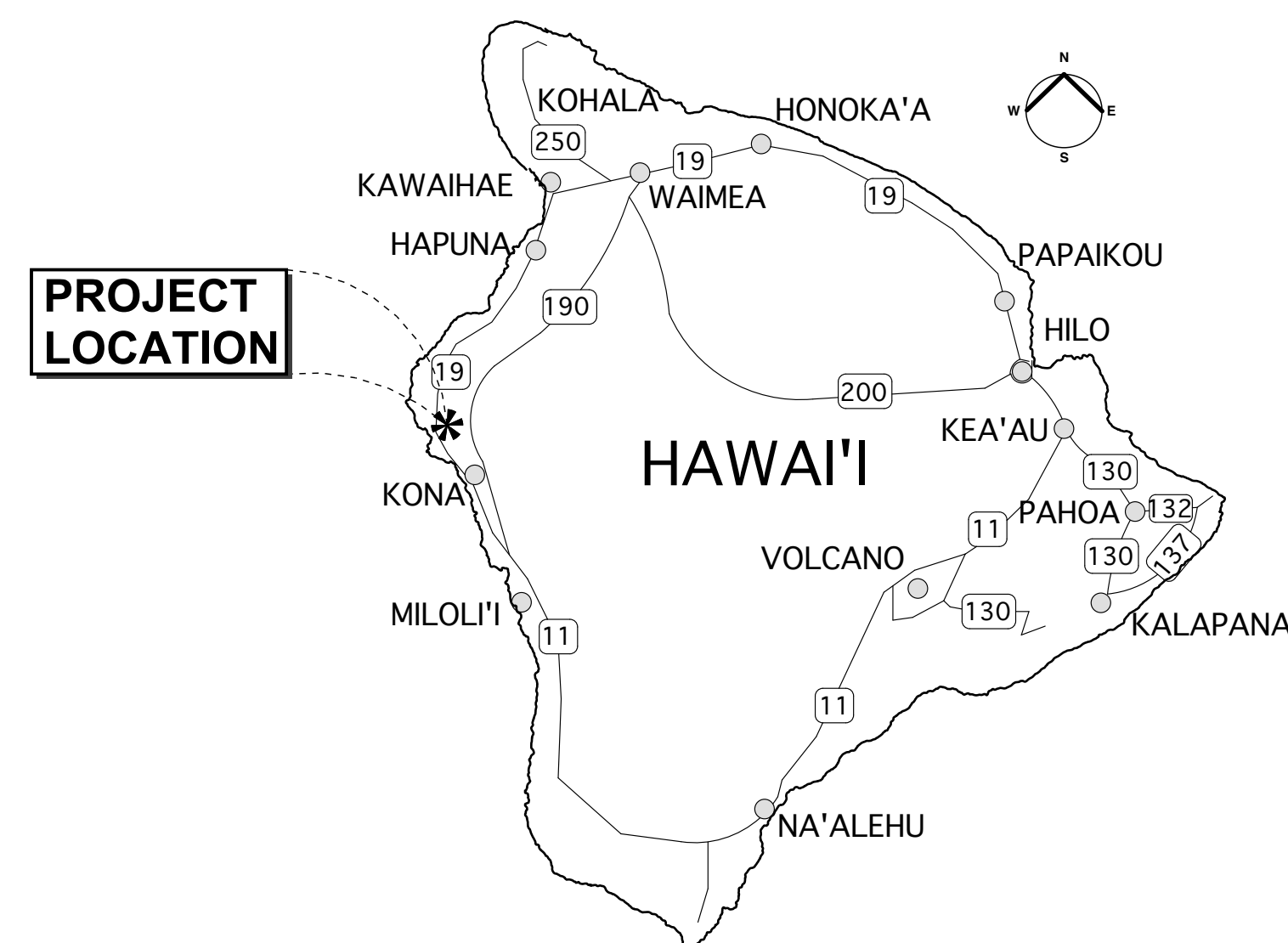
DESIGNED BY:
LTB

DRAWN BY:
LTB/MMT

CHECKED BY:	LTB
APPROVED BY:	LTB

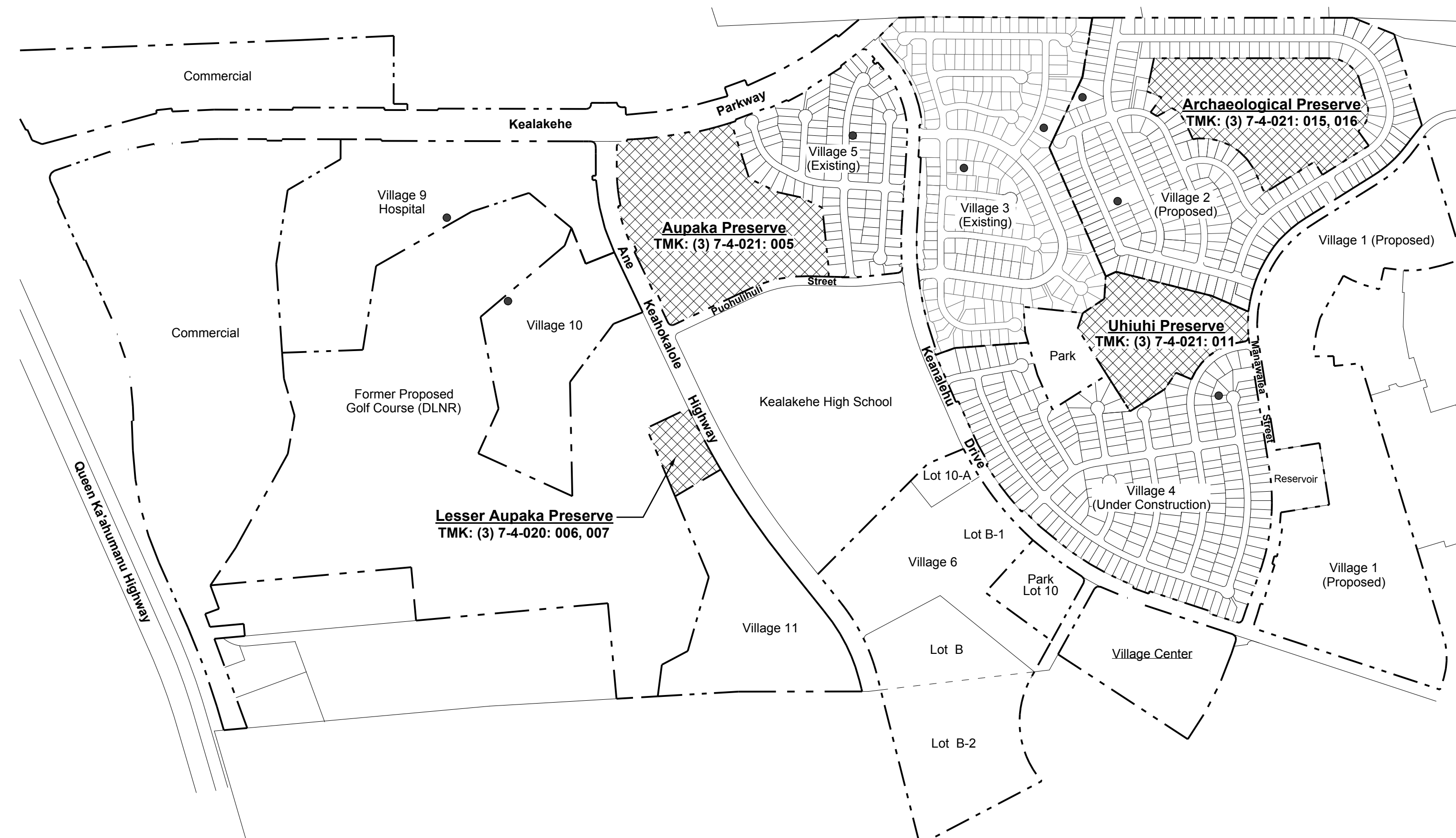
DATE
February,
2016

SHEET
1
7 SHTS




ISLAND OF HAWAII


NOT TO SCALE



VICINITY MAP
NOT TO SCALE

ORIENTATION MAP LEGEND

 **PLANT PRESERVE**

 **MINI PRESERVE**

SPECIAL CONDITIONS NOTES

SC-1: Access to Work Sites:

1.

The "Preserves" include four (4) distinct and separate locations. The Aupaka Preserve: TMK (3) 7-4-21:05, Lot 13, the Lesser Aupaka Preserve: TMK (3) 7-4-8:07 and the Uhiuhi Preserve: TMK (3) 7-4-21:011, Lot 19. All of the Preserves harbor endangered plant species, which are protected under State and Federal laws. Damaging or destroying these plants will result in State and Federal criminal prosecution. This scope of work also includes one mini preserve, the Mini Uhiuhi Preserve which is located on Lot No. 108 within Village 4 (Akau). The Archaeological Preserve: TMK 7-4-21:016, Lot 24 does not contain endangered plant species, however, the protocols for working in or around this preserve will be the same as for the all others.
2.

Except to assist in fire suppression, the Contractor shall not enter the Preserves and shall notify its personnel and sub-contractors not to either, except where expressly indicated or while accompanied by an authorized representative of DHHL.
3.

DHHL and/or an authorized representative will hold a briefing to inform the Contractor of special requirements that it must comply with while doing work in or around these areas, before DHHL will allow any work around the Preserves. Attendance at this briefing, by the Contractor and any personnel who will be working around the Preserves, shall be mandatory.
4.

Authorized Representatives include the following:

a.

Jeffrey Fujimoto, Department of Hawaiian Home Lands, DHHL Project Engineer (808) 620-9274

b.

Leonard Bisel, b+k design group, llc - Consulting Landscape Architect (808) 969-9533
5.

Site Manager:

a.

Jill Wagner (Future Forest Nursery) - Hawaii Forest Industry Association (HFIA) Site Manager (808) 325-2377

SC-2: Fire Contingency Plan:

1.

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

a.

Communication System: Prior to any on-site actions the Contractor shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times. Communication linkages must be maintained with all emergency services until completion and acceptance of the Work covered by this Contract.

b.

Development of a Firefighting Plan: The Contractor will be responsible to maintain fire control at all times. The Contractor shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:

i.

Provide each person working on brush clearing and maintenance work with a dedicated 5 gallon poly tank backpack, which is specifically designed for fire suppression. Tanks shall be fitted with a pistol grip and nozzle capable of providing a 35' spray/flow (*Indian M100 Poly Tank* by FireEnd Fire Services Products (800-759- 3473 or approved equal).

•

Personnel shall be given work assignments that always place them in the immediate area of work and with immediate access to a (full) fire suppression backpack upon notice of suspicion of fire.

•

A reserve tank (100 gallon min. capacity) for re-filling fire suppression backpacks) shall be kept full to capacity at all times and within immediate access of active brush clearing and firebreak maintenance Work. Reserve tank shall be fitted with a high flow manual valve and a flexible hose to allow fire suppression backpack(s) to be filled quickly.

ii.

Ensuring that all personnel that will be working on brush clearing and firebreak maintenance work receive, and certify in the Fire Contingency Plan that they have received the following:

•

Training in operation of fire suppression backpack;

•

Instruction in priority contact with Hawaii County Fire Department, the Contractor's job supervisor, the Hawaii County Office of Civil Defense, DLNR-DOFAW (Hilo Office) and the Project Manager;

•

Certification that they have been taught basic brush firefighting techniques, if provided, by the Hawaii County Fire Department;

•

Identification and knowledge of the location(s) of nearest water source(s) for filling tanker;

•

Training in the recognition, prevention and correction of fire hazards.

The Contractor shall not commence with any clearing and grubbing until DHHL has accepted the Fire Contingency Plan and notified the Contractor that he/she may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall not be paid for separately, but shall be included in the various contract items.

SC-3: Definition of Limit of Work Boundaries:

1.

Prior to the start of any clearing, grubbing or construction, the Contractor (under the direct observation of a DHHL Authorized Representative) shall clearly mark the ground surface, along the base of the entire length of the Limit of Work Boundary. The Limit of Work boundary shall be spray painted with a minimum 2-inch wide dashed line using fluorescent paint, either orange or pink, with 12-inch minimum lengths at maximum 2-feet on center.

a.

The Limits of Work for the brush clearing and maintenance shall be either 25'-0" or 55'-0" setback from the property/ preserve boundary as indicated on the construction drawings (Sheets L-1.1, L-1.2, L-1.3, L-1.4, and L-1.5), unless indicated otherwise or approved by a DHHL Authorized Representative.

2.

Marking shall not be required if existing, permanent barbed wire, hog wire, chain link fencing, or preserve barriers are already in place which (at the discretion of the DHHL Authorized Representative) will serve the purpose of defining the Limit of Work between the Preserve interior and the proposed brush clearing and maintenance Work.

SC-4: Initial Inspection

1.

After the Limit of Work marking has been completed, and prior to any brush clearing and maintenance Work, the Contractor shall contact a DHHL Authorized Representative and the Site Manager to inspect and provide a determination as to which if any native plants growing within the Limits of Work should remain. The Contractor shall provide at least ten (10) working days in advance notice of the inspection to the DHHL Authorized Representative.

2.

The Contractor shall accompany the DHHL Authorized Representative and the Site Manager during the inspection and immediately fence any plant(s) that the DHHL Authorized Representative and/or Site Manager designates to remain during the inspection by installing temporary orange plastic construction fencing at least 5-feet from and completely encircling each plant.

3.

Any adjustments to the brush clearing and firebreak maintenance Work resulting from the need to save an existing native plant will be made in the field and shall be documented with a Field Order.

4.

Upon completion, and DHHL acceptance, of the above Work, DHHL will notify the Contractor that he/she may proceed with the brush clearing and maintenance work.

SC-5: Brush Clearing and Maintenance

1.

After the Limit of Work marking has been completed and a DHHL Authorized Representative and Site Manager has conducted an Initial Inspection of the areas designated for brush clearing and maintenance to designate existing plants to remain, the Contractor shall then remove all other vegetation and dispose of it off-site.

2.

Upon completion of the brush clearing and maintenance, the Contractor shall notify DHHL in writing that the work has been completed and request inspection. DHHL will schedule an inspection by its representative no sooner than ten (10) working days after receipt of the request. If DHHL finds that all vegetation not designated to remain has been removed and the brush clearing and fire break completed to its satisfaction, DHHL will notify the Contractor in writing that the work has been accepted and the Contractor may continue with the application of herbicide to the areas within the Limits of Work.

The Contractor should complete the brush clearing within forty (40) working days of the issuance of Notice to Proceed for the Contract.

3.

Herbicide Application:

No sooner than fifteen (15) working days after DHHL notification that the Brush Clearing and Maintenance Period can begin – but no later than the twenty (20) working days – the Contractor shall apply herbicide per the manufacturer's specifications to the areas within the Limits of Work, except within 20-feet of any plant designated to remain by DHHL.

a.

Woody plants such as *Leucaena leucocephala* Haole Koa shall be cut flush with the ground and treated with a brush-specific herbicide such as *Garlon 4* (or approved equal). Herbicide forgrasses such as *Pennisetum setaceum* Fountain Grass shall be treated with herbicide such as Round-Up (or approved equal).

b.

Contractor shall be aware of wind speeds and ensure that herbicide drift does not result in the death of Federally listed plants. Herbicide shall not be sprayed near the Preserve(s) during windy weather conditions and application shall be manually controlled. Low volume spray equipment (such as back packs) should be utilized, using low pressure in applying herbicides. Drift reduction nozzle tips and drift retardant add-mixtures should also be used. Mechanically controlled and/or high volume spray equipment shall not be used to apply herbicide near Preserves.

c.

Submit the herbicide Manufacturer Safety Data Sheets (MSDS) and proposed method of application to DHHL for acceptance prior to use. Contractor shall adhere to specified wind speeds identified in the label requirements when applying herbicides.

d.

Special Condition-6 (see following section) will govern areas outside of the Limit of Work and Fire Break killed-off by fire , or unauthorized spraying, herbicide drift, clearing, grubbing, or grading in the Preserves. The Contractor will be subject to applicable penalties under State and Federal Endangered Species laws for any endangered plants destroyed by herbicide drift.

SC-6: Fire or Unauthorized Spraying, Clearing, Grubbing, Grading In Preserves:

1.

The Contractor shall not spray herbicide, clear, grub, or grade beyond the Limits of Work boundaries established adjacent to the Preserves under SC-3 above. If there is drift from herbicide, or any other encroachment, and it causes the death of a Threatened and Endangered species, it must be reported to the US Fish and Wildlife Service. Contact Office of Law Enforcement, Hilo (808) 933-6964. Take of an endangered species is prohibited under the Endangered Species Act and the State of Hawai'i endangered species law, codified in Hawai'i Revised Statutes, Chapter 195D. Failure to report could result in further liability.

a.

A minimum fine of \$250.00 will be assessed to the Contractor for the death of each non-Threatened and Endangered native plant species. A minimum fine of \$500.00 will be assessed to the Contractor for the death of each Threatened and Endangered species. These minimum fines are in addition to any fines or penalties that might be assessed per Federal or State law.

b.

The fines described above will be assessed by deducting from the contract the amount.

Preserves:SC-7 Additional Work Procedures

1.

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

a.

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

i.

One (1) 5 gallon fire suppression backpack for each crew member, as described in SC-2.

ii.

Reserve tank (100 gallon min.) for re-filling fire suppression backpacks) as described in SC-2.

iii.

Approved protective clothing;

iv.

Cellular telephone for each crew member.

b.

The Contractor shall implement the following work procedures:

i.

Maintaining poly tank backpack(s) and reserve tank(s) water level at a maximum with daily checks;

ii.

Weekly inspection of all construction activities, which could increase fire and site pollution risk;

iii.

Weekly inspection to ensure the integrity of Fire Breaks;

iv.

Prohibit the presence of glass containers on site at all times

v.

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

c.

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

d.

The Contractor shall provide on-site training to all personnel as to the presence of endangered plant species, purposes of mitigative actions to insure their protection, and fire and pollution prevention purposes and actions. New personnel of the Contractor, and those of subcontractors, shall be given complete orientation when first reporting to the site.

e.

Construction equipment and vehicles shall not be parked uphill of the Preserves.

f.

Construction equipment and vehicles shall not be idled within 500-feet upwind of the Preserves.

g.

Fueling points shall not be located uphill, irrespective of the distance, of the Preserve.

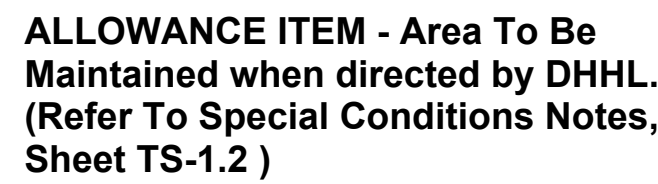
h.

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

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

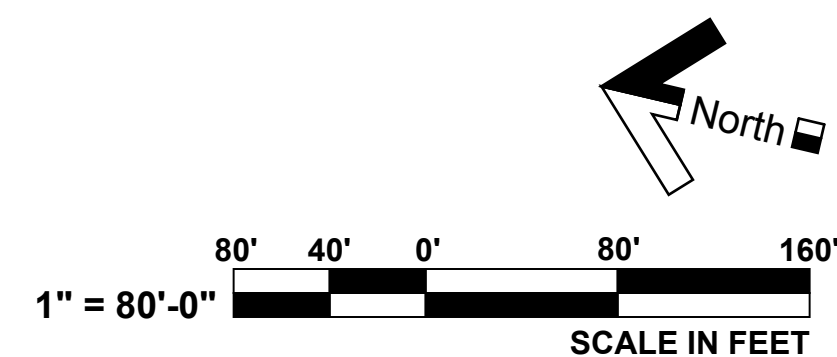
Payment for any work necessary to comply with the requirements of this section shall not be paid for separately, but shall be included in the various contract items.



REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE		
<div><div><div>LEONARD T. BISEL</div><div>LICENSED PROFESSIONAL LANDSCAPE ARCHITECT No. 8364</div><div>HAWAII, U.S.A.</div></div><div><div>THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION</div><div><div><div></div><div>DATE: 4/10/16</div></div></div></div></div>		DEPARTMENT OF HAWAIIAN HOME LANDS <small>STATE OF HAWAII</small>				
		VILLAGES OF LA'I 'ŌPUA BRUSH CLEARING & MAINTENANCE <small>KEALAKUHE, NORTH KONA, HAWAII</small>				
		Special Conditions Notes				
		b+k design group, llc 16-643 Kipimana St., Suite 12, Keauau, Hawai'i 96749 Tel: (808) 969-9533 Fax: (808) 969-9534		PROJECT NO.	DRAWING NO. TS-1.2	
		DESIGNED BY: LTB	CHECKED BY: LTB	DATE February, 2016	SHEET 2 OF 7 SHTS	
DRAWN BY: LTB		APPROVED BY: LTB	FILE.....DRAWER.....FOLDER.....			



Condition "E": Herbicide after clearing to extend maintenance intervals in easy to access areas using truck-mounted high capacity tank and gas powered sprayer with longer throw. Assume water is available on-site. (in addition to Conditions A, B, or C).
Herbicide mix shall consist of 2% Roundup (or approved equal), 2% Garlon 4 (or approved equal), and .125% surfactant

Proposed Village 10
Lot 5
TMK (3) 7-4-020:005



REVISION NO.	SYM	DESCRIPTION	SHT. OF	DATE			
<div></div> <p>THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION</p> <div> Expires 4/30/16</div>			DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII				
			VILLAGES OF LA'I 'ŌPUA BRUSH CLEARING & MAINTENANCE KEALAKEHE, NORTH KONA, HAWAII				
			Brush Clearing Plan Aupaka Preserve Boundary				
			b+k design group, llc 16-643 Kipimana St., Suite 12, Keaua, Hawai'i 96749 Tel: (808) 969-9533 Fax: (808) 969-9534		PROJECT NO.	DRAWING NO.	
			DESIGNED BY: LTB	CHECKED BY: LTB	DATE February, 2016	SHEET 3 OF 7SHTS	
DRAWN BY: LTB	APPROVED BY: LTB						
FILE.....DRAWER.....FOLDER.....							



BRUSH CLEARING PLAN LEGEND

- - - - - APPROXIMATE LIMITS OF WORK
- [Cross-hatched box] AREA TO BE CLEARED AND MAINTAINED: Refer to Sheet TS-1.2 for Special Conditions Notes. (Approx. 68,833 Square Feet Total Condition "C", This Sheet and Approx. 68,833 Square Feet Total Condition "D", This Sheet)
- [Diagonal-hatched box] EXISTING 20'-0" WIDE FIREBREAK
- [Dotted box] ADJACENT DEVELOPED PARCEL

BRUSH CLEARING/HERBICIDE APPLICATION DESCRIPTIONS

Condition "A": Tractor mowing of previously cleared/grubbed areas, such as roadways and house pads.

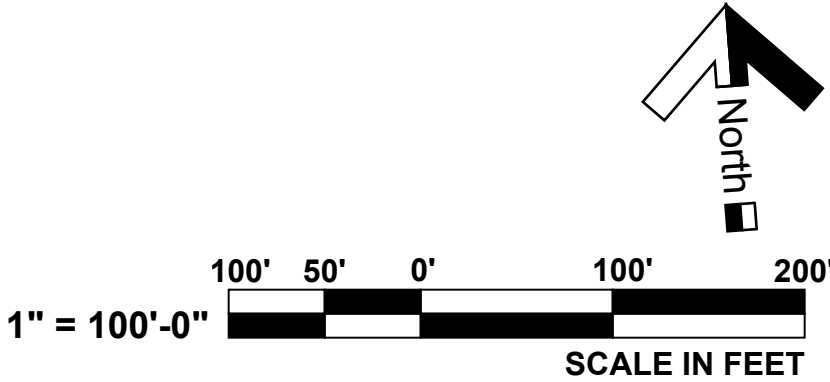
Condition "B": No tractor access. Entire maintenance to be performed by hand, includes the use of gas powered trimmers and hand tools on previously cleared grubbed areas.

Condition "C": Same as Condition "B" described above, but on undisturbed terrain.

Condition "D": Herbicide after clearing to extend maintenance intervals in hard to access or sensitive areas using backpack sprayers (in addition to Conditions A, B, or C). Herbicide mix shall consist of 2% *Roundup* (or approved equal), 2% *Garlon 4* (or approved equal), and .125% surfactant

Condition "E": Herbicide after clearing to extend maintenance intervals in easy to access areas using truck-mounted high capacity tank and gas powered sprayer with longer throw. Assume water is available on-site. (in addition to Conditions A, B, or C). Herbicide mix shall consist of 2% *Roundup* (or approved equal), 2% *Garlon 4* (or approved equal), and .125% surfactant

DHHL Villages of La'i 'Ōpua
Proposed Village 1
Lot 22
TMK 7-4-21:14

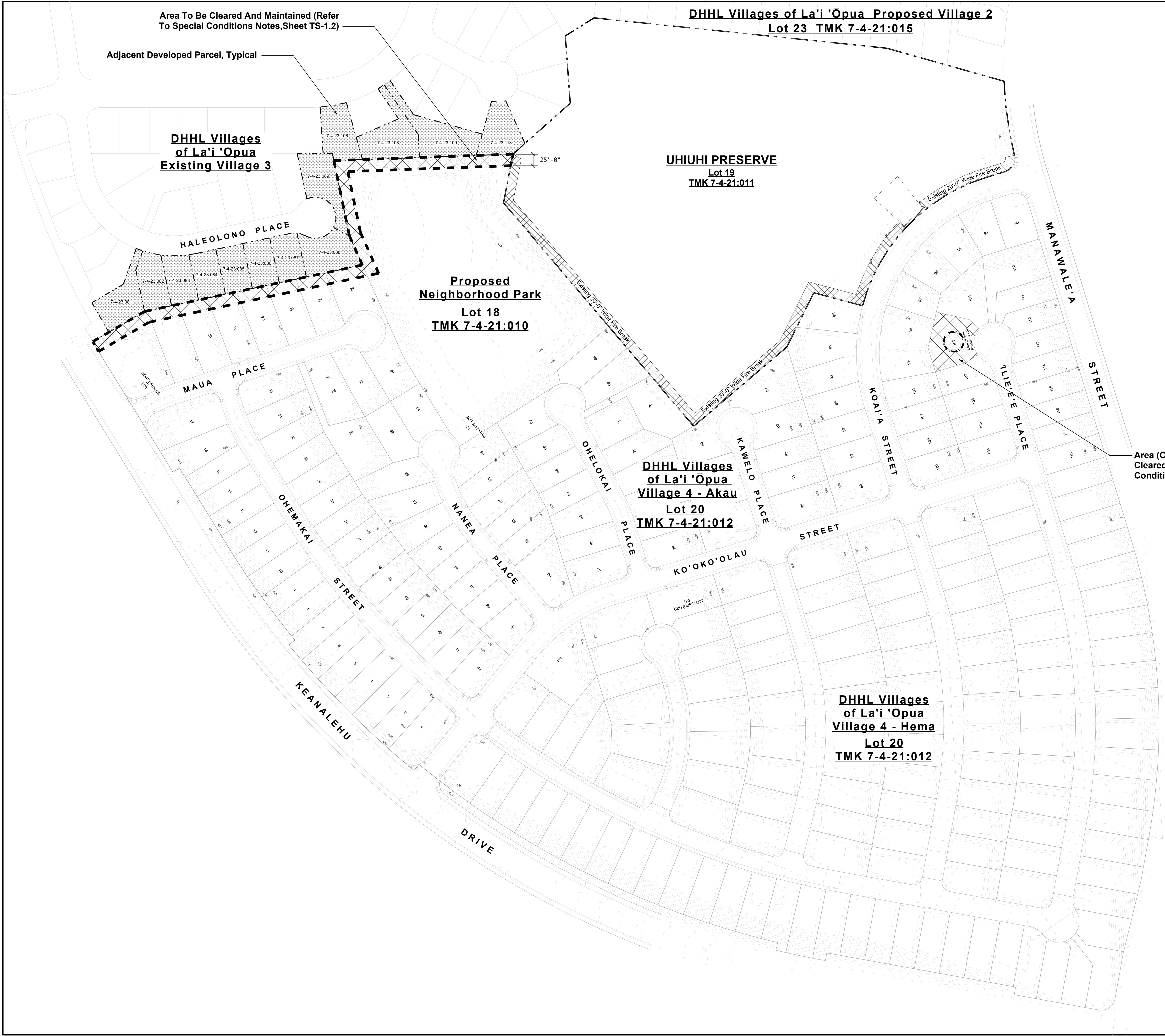


DHHL Villages of La'i 'Ōpua
Existing Village 3

DHHL Villages of La'i 'Ōpua
Proposed Village 2
Lot 23
TMK 7-4-21:15

Uhiuhi Preserve
Lot 19
TMK 7-4-21:011

REVISION NO.		SYM.	DESCRIPTION	SHT. _____ OF _____	DATE
DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII					
VILLAGES OF LA'I 'ŌPUA BRUSH CLEARING & MAINTENANCE KĀLAKEHE, NORTH KONA, HAWAII					
Brush Clearing Plan Village 3 and Proposed Village 2 Boundary					
b+k design group, llc 16-643 Kipipana St., Suite 12, Kapaʻau, Hawaii 96749 Tel: (808) 969-9533 Fax: (808) 969-9534			PROJECT NO.	DRAWING NO. L-1.3	
DESIGNED BY: LTB	CHECKED BY: LTB	DATE February, 2016		SHEET 5 OF 7 SHEETS	
DRAWN BY: LTB	APPROVED BY: LTB	FILE: _____ DRAWER: _____ FOLDER: _____			



BRUSH CLEARING PLAN LEGEND

APPROXIMATE LIMITS OF WORK

AREA TO BE CLEARED AND MAINTAINED: Refer to Sheet TS-1.2 for Special Conditions Notes. (Approx. 39,474 Square Feet Total Condition "B", This Sheet and Approx. 39,474 Square Feet Total Condition "E", This Sheet)

EXISTING 20'-0" WIDE FIREBREAK

ADJACENT DEVELOPED PARCEL

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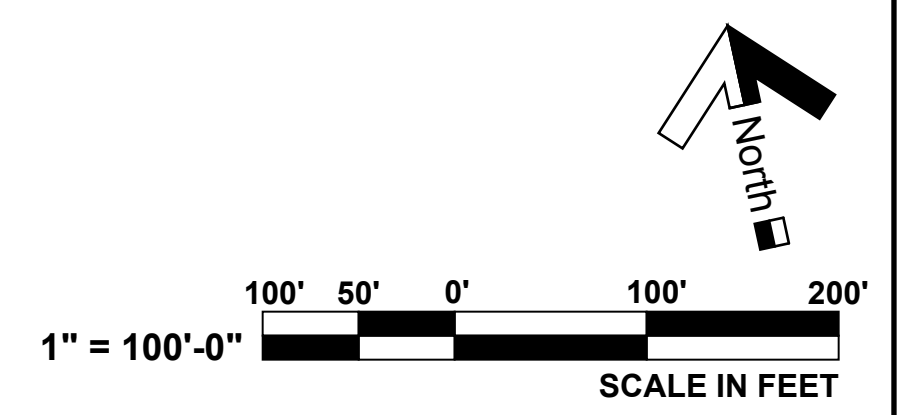
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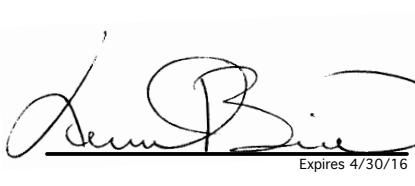
Condition "C": Same as Condition "B" described above, but on undisturbed terrain.

Condition "D": Herbicide after clearing to extend maintenance intervals in hard to access or sensitive areas using backpack sprayers (in addition to Conditions A, B, or C). Herbicide mix shall consist of 2% *Roundup* (or approved equal), 2% *Garlon 4* (or approved equal), and .125% surfactant

Condition "E": Herbicide after clearing to extend maintenance intervals in easy to access areas using truck-mounted high capacity tank and gas powered sprayer with longer throw. Assume water is available on-site. (in addition to Conditions A, B, or C). Herbicide mix shall consist of 2% *Roundup* (or approved equal), 2% *Garlon 4* (or approved equal), and .125% surfactant

**DHHL Villages of La'i 'Ōpua
Proposed Village 1
Lot 22
TMK 7-4-21:014**



REVISION NO.		SYM.		DESCRIPTION		SHT. _____ OF _____		DATE											
<div><div><div><div>LEGEND T. BIEL</div><div>LICENSED PROFESSIONAL LANDSCAPE ARCHITECT</div><div>No. 8364</div><div>HAWAII, U.S.A.</div></div><div><div>THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION</div><div></div><div>Expires 4/30/16</div></div></div></div>										<div>DEPARTMENT OF HAWAIIAN HOME LANDS STATE OF HAWAII</div> <div>VILLAGES OF LA'I 'ŌPUA BRUSH CLEARING & MAINTENANCE <small>KEALAKUHI, NORTH KONA, HAWAII</small></div> <div>Brush Clearing Plan Village 4 and Uhiuhi Preserve Boundary</div> <div><div>b+k design group, llc 16-643 Kipimama St., Suite 112, Kapaau, Hawaii 96749 Tel: (808) 969-9533 Fax: (808) 969-9534</div><div>PROJECT NO. DRAWING NO. L-1.4</div></div> <div><div>DESIGNED BY: LTB</div><div>CHECKED BY: LTB</div><div>DATE: February, 2016</div><div>DRAWN BY: LTB</div><div>APPROVED BY: LTB</div><div>SHEET: 6 OF 7 SHEETS</div></div>									
FILE: _____ DRAWER: _____ FOLDER: _____																			

Kealakehe High School
Lot 12
TMK (3) 7-4-021:004

SPECIAL CONDITIONS NOTES

SC-1: Access to Work Sites:

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 - Leonard Bisel, b+k design group, llc - Consulting Landscape Architect (808) 969-9533

SC-2: Fire Contingency Plan:

- Prior to the start of any Work, the Contractor shall prepare and file a written Fire Contingency Plan with the Project Manager for review and acceptance. The Fire Contingency Plan shall incorporate the following features as a minimum:
 - Communication System: Prior to any on-site actions the Contractor shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times. Communication linkages must be maintained with all emergency services until completion and acceptance of the Work covered by this Contract.
 - Development of a Firefighting Plan: The Contractor will be responsible to maintain fire control at all times. The Contractor shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:
 - Provide each person working on brush clearing and maintenance work with a dedicated 5 gallon poly tank backpack, which is specifically designed for fire suppression. Tanks shall be fitted with a pistol grip and nozzle capable of providing a 35' spray/flow (*Indian M100 Poly Tank* by FireEnd Fire Services Products (800-759- 3473 or approved equal).
 - Personnel shall be given work assignments that always place them in the immediate area of work and with immediate access to a (full) fire suppression backpack upon notice of suspicion of fire.
 - A reserve tank (100 gallon min. capacity) for re-filling fire suppression backpacks) shall be kept full to capacity at all times and within immediate access of active brush clearing and firebreak maintenance Work. Reserve tank shall be fitted with a high flow manual valve and a flexible hose to allow fire suppression backpack(s) to be filled quickly.
 - Ensuring that all personnel that will be working on brush clearing and firebreak maintenance work receive, and certify in the Fire Contingency Plan that they have received the following:
 - Training in operation of fire suppression backpack;
 - Instruction in priority contact with Hawaii County Fire Department, the Contractor's job supervisor, the Hawaii County Office of Civil Defense, DLNR-DOFAW (Hilo Office) and the Project Manager;
 - Certification that they have been taught basic brush firefighting techniques, if provided, by the Hawaii County Fire Department;
 - Identification and knowledge of the location(s) of nearest water source(s) for filling tanker;
 - Training in the recognition, prevention and correction of fire hazards.

The Contractor shall not commence with any clearing and grubbing until DHHL has accepted the Fire Contingency Plan and notified the Contractor that he/she may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall not be paid for separately, but shall be included in the various contract items.

SC-3: Definition of Limit of Work Boundaries:

- Prior to the start of any clearing, grubbing or construction, the Contractor (under the direct observation of a DHHL Authorized Representative) shall clearly mark the ground surface, along the base of the entire length of the Limit of Work Boundary. The Limit of Work boundary shall be spray painted with a minimum 2-inch wide dashed line using fluorescent paint, either orange or pink, with 12-inch minimum lengths at maximum 2-feet on center.
 - The Limits of Work for the brush clearing and maintenance shall be either 25'-0" or 55'-0" setback from the property/ preserve boundary as indicated on the construction drawings (Sheets L-1.1, L-1.2, L-1.3, L-1.4, and L-1.5), unless indicated otherwise or approved by a DHHL Authorized Representative.
- Marking shall not be required if existing, permanent barbed wire, hog wire, chain link fencing, or preserve barriers are already in place which (at the discretion of the DHHL Authorized Representative) will serve the purpose of defining the Limit of Work between the Preserve interior and the proposed brush clearing and maintenance Work.

SC-4: Initial Inspection

- After the Limit of Work marking has been completed, and prior to any brush clearing and maintenance Work, the Contractor shall contact a DHHL Authorized Representative and the Site Manager to inspect and provide a determination as to which if any native plants growing within the Limits of Work should remain. The Contractor shall provide at least ten (10) working days in advance notice of the inspection to the DHHL Authorized Representative.
- The Contractor shall accompany the DHHL Authorized Representative and the Site Manager during the inspection and immediately fence any plant(s) that the DHHL Authorized Representative and/or Site Manager designates to remain during the inspection by installing temporary orange plastic construction fencing at least 5-feet from and completely encircling each plant.
- Any adjustments to the brush clearing and firebreak maintenance Work resulting from the need to save an existing native plant will be made in the field and shall be documented with a Field Order.
- Upon completion, and DHHL acceptance, of the above Work, DHHL will notify the Contractor that he/she may proceed with the brush clearing and maintenance work.

SC-5: Brush Clearing and Maintenance

- After the Limit of Work marking has been completed and a DHHL Authorized Representative and Site Manager has conducted an Initial Inspection of the areas designated for brush clearing and maintenance to designate existing plants to remain, the Contractor shall then remove all other vegetation and dispose of it off-site.
- Upon completion of the brush clearing and maintenance, the Contractor shall notify DHHL in writing that the work has been completed and request inspection. DHHL will schedule an inspection by its representative no sooner than ten (10) working days after receipt of the request. If DHHL finds that all vegetation not designated to remain has been removed and the brush clearing and fire break completed to its satisfaction, DHHL will notify the Contractor in writing that the work has been accepted and the Contractor may continue with the application of herbicide to the areas within the Limits of Work.

The Contractor should complete the brush clearing within forty (40) working days of the issuance of Notice to Proceed for the Contract.
- Herbicide Application: No sooner than fifteen (15) working days after DHHL notification that the Brush Clearing and Maintenance Period can begin – but no later the twenty (20) working days – the Contractor shall apply herbicide per the manufacturer's specifications to the areas within the Limits of Work, except within 20-feet of any plant designated to remain by DHHL.

 - Woody plants such as *Leucaena leucocephala* Haole Koa shall be cut flush with the ground and treated with a brush-specific herbicide such as *Garlon 4* (or approved equal). Herbicide forgrasses such as *Pennisetum setaceum*/ Fountain Grass shall be treated with herbicide such as Round-Up (or approved equal).
 - Contractor shall be aware of wind speeds and ensure that herbicide drift does not result in the death of Federally listed plants. Herbicide shall not be sprayed near the Preserve(s) during windy weather conditions and application shall be manually controlled. Low volume spray equipment (such as back packs) should be utilized, using low pressure in applying herbicides. Drift reduction nozzle tips and drift retardant add-mixtures should also be used. Mechanically controlled and/or high volume spray equipment shall not be used to apply herbicide near Preserves.
 - Submit the herbicide Manufacturer Safety Data Sheets (MSDS) and proposed method of application to DHHL for acceptance prior to use. Contractor shall adhere to specified wind speeds identified in the label requirements when applying herbicides.
 - Special Condition-6 (see following section) will govern areas outside of the Limit of Work and Fire Break killed-off by fire , or unauthorized spraying, herbicide drift, clearing, grubbing, or grading in the Preserves. The Contractor will be subject to applicable penalties under State and Federal Endangered Species laws for any endangered plants destroyed by herbicide drift.

SC-6: Fire or Unauthorized Spraying, Clearing, Grubbing, Grading In Preserves:




- The Contractor shall not spray herbicide, clear, grub, or grade beyond the Limits of Work boundaries established adjacent to the Preserves under SC-3 above. If there is drift from herbicide, or any other encroachment, and it causes the death of a Threatened and Endangered species, it must be reported to the US Fish and Wildlife Service. Contact Office of Law Enforcement, Hilo (808) 933-6964. Take of an endangered species is prohibited under the Endangered Species Act and the State of Hawai'i endangered species law, codified in Hawai'i Revised Statutes, Chapter 195D. Failure to report could result in further liability.
 - A minimum fine of \$250.00 will be assessed to the Contractor for the death of each non-Threatened and Endangered native plant species. A minimum fine of \$500.00 will be assessed to the Contractor for the death of each Threatened and Endangered species. These minimum fines are in addition to any fines or penalties that might be assessed per Federal or State law.
 - The fines described above will be assessed by deducting from the contract the amount.

Preserves:SC-7 Additional Work Procedures

- The Contractor shall comply with the following measures for the duration of the Contract:
 - The Contractor shall maintain at the site at all times and in good condition the follow equipment:
 - One (1) 5 gallon fire suppression backpack for each crew member, as described in SC-2.
 - Reserve tank (100 gallon min.) for re-filling fire suppression backpacks) as described in SC-2.
 - Approved protective clothing;
 - Cellular telephone for each crew member.
 - The Contractor shall implement the following work procedures:
 - Maintaining poly tank backpack(s) and reserve tank(s) water level at a maximum with daily checks;
 - Weekly inspection of all construction activities, which could increase fire and site pollution risk;
 - Weekly inspection to ensure the integrity of Fire Breaks;
 - Prohibit the presence of glass containers on site at all times
 - Ensure that all vehicles have fire control apparatus as required by Federal and State law.
 - The Contractor shall not burn any material on-site for the duration of the Contract. All flammable rubbish, refuse, plant material from grubbing and clearing, packing materials, crating or other combustibles shall be removed from the site, and disposed of off-site in a manner approved by the Project Manager.
 - The Contractor shall provide on-site training to all personnel as to the presence of endangered plant species, purposes of mitigative actions to insure their protection, and fire and pollution prevention purposes and actions. New personnel of the Contractor, and those of subcontractors, shall be given complete orientation when first reporting to the site.
 - Construction equipment and vehicles shall not be parked uphill of the Preserves.
 - Construction equipment and vehicles shall not be idled within 500-feet upwind of the Preserves.
 - Fueling points shall not be located uphill, irrespective of the distance, of the Preserve.
 - All spilled fuels shall be immediately processed with an approved nitrogen compound to counteract leaching.

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

Payment for any work necessary to comply with the requirements of this section shall not be paid for separately, but shall be included in the various contract items.

		Addendum 1	SHT. <u>2</u> OF <u>7</u>	4-14-16	
REVISION NO.	SYM.	DESCRIPTION	SHT. OF	DATE	
 <p>THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION</p> 		DEPARTMENT OF HAWAIIAN HOME LANDS <small>(STATE OF HAWAII)</small>			
		VILLAGES OF LA'I 'ŌPUA BRUSH CLEARING & MAINTENANCE <small>KEALAKUHE, NORTH KONA, HAWAII</small>			
		Special Conditions Notes			
		b+k design group, llc 16-643 Kipimana St., Suite 12, Keaau, Hawai'i 96749 Tel: (808) 969-9533 Fax: (808) 969-9534		PROJECT NO.	DRAWING NO. TS-1.2
		DESIGNED BY: LTB	CHECKED BY: LTB	DATE February, 2016	SHEET 2 OF <u>7</u> SHEETS
DRAWN BY: LTB	APPROVED BY: LTB				
FILE.....DRAWER.....FOLDER.....					