

**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-20-HHL-010 ("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 ONE THOUSAND and 00/100 \_\_\_\_\_ DOLLARS (\$ 1,000.00 ) per day, in accordance with the terms of paragraph 9 of the General Conditions.

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

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

**STATE**

\_\_\_\_\_  
*(Signature)*

William J. Aila, Jr.

\_\_\_\_\_  
*(Print Name)*

Chairman, Hawaiian Homes Commission

\_\_\_\_\_  
*(Print Title)*

\_\_\_\_\_  
*(Date)*

**CONTRACTOR**

\_\_\_\_\_  
*(Name of Contractor)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title)*

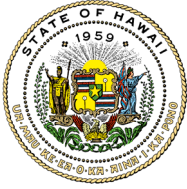
\_\_\_\_\_  
*(Date)*

CORPORATE SEAL  
(If available)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )
) SS.
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

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

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of \_\_\_\_\_
My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit \_\_\_\_\_

Doc. Description: Contract for Goods or Services Based Upon
Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY CERTIFICATION



**STATE OF HAWAII**  
**CONTRACTOR'S**  
**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

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

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

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

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

**CONTRACTOR**

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_



STATE OF HAWAII  
SCOPE OF SERVICES

**Project:** Kanehili Pedestrian Access  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** tbd

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services detailed in Invitation for Bids IFB-20-HHL-010 and in CONTRACTOR's proposal submitted on \_\_[date]\_\_, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

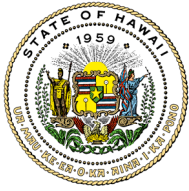


STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE**

**Project:** Kanehili Pedestrian Access  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** tbd

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



STATE OF HAWAII

**TIME OF PERFORMANCE**

Project: Kanehili Pedestrian Access  
Location: Honouliuli, Ewa, Oahu  
Contractor: TBD

1. The Time of Performance for this Contract shall be one hundred twenty (120) 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. 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.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.

SAMPLE



STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)

William J. Aila, Jr.

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

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

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

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

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

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

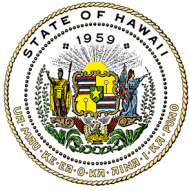
(Signature)

(Print Name)

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

(Date)





STATE OF HAWAII  
SPECIAL CONDITIONS

**Project:** Kanehili Pedestrian Access  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** TBD

**SC-01 INTERCHANGEABLE TERMS**

The following terms are one and the same:

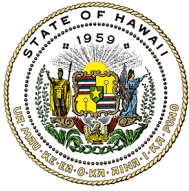
- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

**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>  |
|---|---|
| <b>General Liability Insurance</b><br>(occurrence form)                                     | Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate<br><br>Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate                              |
| <b>Automobile Insurance</b> (covering all owned, non-owned and hired automobiles)           | Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence.<br><br>Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .  |
| <b>Workers Compensation</b><br>(statutory limit is required by laws of the State of Hawaii) | 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. |
| <b>Builder’s Risk covering the CONTRACTOR and all subcontractors</b>                        | 100% Replacement Value  |
| <b>Fire and extended coverage</b>   | 100% Replacement Value  |
| <b>Malicious Mischief</b>   | 100% Replacement Value  |



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**Flood Insurance**, if applicable      Maximum Coverage available

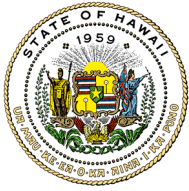
- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the 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 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 one hundred twenty (120) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time



STATE OF HAWAII  
**SPECIAL CONDITIONS**

specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

**SC-04 PROCESS THROUGH DHHL**

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalaniana'ole, 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 cost of the as-built plan shall be incidental to the contract. No separate payment shall be made.

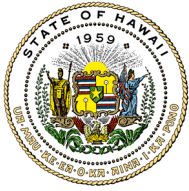
**SC-06 ALLOWANCES**

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

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

**SC-07 PERMITS AND FEES**

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



**STATE OF HAWAII**  
**SPECIAL CONDITIONS**

**SC-08            COORDINATION WITH OTHER PARTIES**

The Contractor shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the Board of Water Supply (BWS), Hawaiian Electric Company (HECO), Sandwich Isles Communications (SIC), City and County of Honolulu, and the State Department of Transportation (DOT). The Contractor will be working in areas where other contractors will be working on various other projects, and shall not interfere with or cause damage to the work of other contractors.

**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**

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

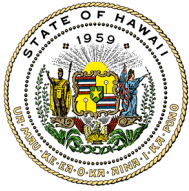
**SC-11            SOIL AND DUST CONTROL**

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

**SC-12            FINAL INSPECTION**

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the City and County of Honolulu, Department of Planning & Permitting 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 City and County of Honolulu, Department of Planning & Permitting and notify the Department's Project Manager one week prior to said inspection.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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 GENERAL CONDITIONS**

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)

**SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

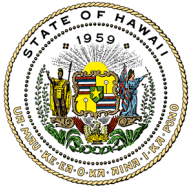
**SC-15 CONTRACTOR'S DAILY REPORT**

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the Contractor
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed
4. Activity at the site for subcontractors
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

**SC-16 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.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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

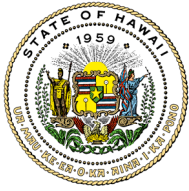
**SC-17 INADVERTENT DISCOVERY OF HUMAN BURIALS**

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, DHHL, Office of Hawaiian Affairs and the Maui - Lanai Islands Burial Council.

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

**SC-18 GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm are not anticipated; however, the CONTRACTOR may engage the services of a geotechnical consultant at its own cost. Any geotechnical costs shall be incidental to the contract. No separate payment shall be made.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-19 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-20 STATE GENERAL EXCISE TAX**

This project is exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall exclude the General Excise Tax for all work.

**SC-21 FINAL SETTLEMENT OF CONTRACT**

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

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

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

**SC-22 PROJECT SIGN**

A project sign is not required.