



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

**Project:** OPERATION AND MAINTENANCE FOR KAKAINA “UNDERGROUND” DETENTION BASIN  
**Location:** WAIMANALO, ISLAND OF OAHU, HAWAII  
**Contractor:** TBD  
**RFQ No.:** RFQ-21-LDD-004

**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  |



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**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 within thirty-six (36) months after receiving written Notice to Proceed, subject to extensions, as may be granted.



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**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 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-06 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-07 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-08 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.

THE END