STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway,
Kapolei, HI. 96707

SAMPLE FORMS
FOR
FURNISHING LABOR AND MATERIALS FOR

NANAKULI VALLEY TRAFFIC CALMNING PHASE 1
CITY AND COUNTY OF HONOLULU, ISLAND OF OAHU, HAWAII

IFB No.: IFB-22-HHL-016

AUGUST 2021
NOTICE OF INTENTION TO BID

Date: __________________________

Mr. William J. Aila Jr., Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Richard Speer, Land Development Division
Notice of Intention to Bid due August 30, 2021

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-22-HHL-016, NANAKULI VALLEY TRAFFIC CALMING MEASURES, PHASE 1, for which bids will be opened on 2:00 p.m., SEPTEMBER 9, 2021.

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<th>Name of Firm</th>
<th>Contractor's License No.</th>
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Respectfully submitted,

________________________________________
Signature

________________________________________
Print Name and Title

Date: __________________________

The Department of Hawaiian Home Lands acknowledges on this date above, receipt of your Notice of Intention to Bid on IFB-22-HHL-016.

______________________________
Richard Speer, Project Manager
Land Development Division
CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

I, __________________, Secretary of _______________________, a __________________ 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 located at ____________________________________________________________,

(address)

on the ______ 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20___, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect: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 of President or Vice President, 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 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 or Municipal Government of said State, or any department or subdivision of any of them."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said _______________________, a __________________ corporation this ________ day of ________________________, 20____.

______________________________
Secretary

(Name and Addresses of:)
President
Vice President
Secretary

CR-1
July 24, 2007

PROCUREMENT CIRCULAR NO. 2007-05

TO: Executive Department Heads

FROM: Aaron S. Fujioka

SUBJECT: Bid Security, Contract Performance and Payment Bonds

This circular is issued to:

1) Rescind Procurement Circular No. 1998-09, dated November 23, 1998; and

2) Reissue amended bond forms Exhibits B, D, F, and includes the bond and acknowledgment forms Exhibits A, C, E, G, H, I, J, which did not require any changes. The forms are as required by HAR Subchapter 24, Chapter 3-122, and in accordance with HRS §§103D-323 to 103D-328.

Bonds are to protect against the failure or refusal of the offeror to proceed with the performance of the contract, secure the faithful performance of contract requirements, and payment of suppliers or subcontractors. Exemptions on the use of these bond forms are allowed, with the prior approval of the Administrator.

Changes made to the bond forms, effective June 21, 2007, are as follows:

1) Exhibits B & D:

Page 1, 2nd paragraph, is amended to read: "WHEREAS, the above-bound Principal has [entered-into] signed a Contract with Obligee [dated] on ________ for the following project: ____________...

2) Exhibit F:

a. Page 1, 2nd paragraph, is amended to read: "WHEREAS: The Principal has by dated ___________ [entered-into] signed a contract with following Project: ________...

b. Page 2, 3rd paragraph, is amended to read: "...the performance of the Contract who has not been paid in full therefor after [two-months] ninety days from the completion..."

c. Page 3, 1st sentence, is amended to read: "The amount of this bond may be reduced in accordance with and subject to section [3-122-226] 3-122-225, Hawaii Administrative Rules."
3) Exhibits A, C, E, G, H, I, J: No changes were made to these exhibits.

Purchasing agencies shall utilize bond and acknowledgment forms as provided in the exhibits listed below.


EXHIBIT B: Surety contract performance bond titled "Performance Bond (Surety)", dated 6/21/07.

EXHIBIT C: Contract performance bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "Performance Bond", dated 11/17/98.

EXHIBIT D: Surety contract labor and material payment bond titled "Labor and Material Payment Bond (Surety)", dated 6/21/07.

EXHIBIT E: Contract labor and material payment bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "Labor and Material Payment Bond", dated 11/17/98.


EXHIBIT H: Contract performance bond for goods and services supplemental agreement for types of security pursuant to HAR §3-122-222(2) and (3), titled "Performance Bond for Supplemental Agreement for Goods and Services", dated 11/17/98.

EXHIBIT I: Contractor acknowledgement form for use with contract performance and payment bonds titled "Contractor Acknowledgment", dated 11/12/97.


The exhibit bond and related forms are available on the SPO homepage at www.spo.hawaii.gov, under the “Quick Links” section, click on “Forms for State Agencies”. To view the complete listing of all current Procurement Circulars, click on “Procurement Circulars”.

Questions may be directed to Justin Fo at 586-0577 or Colin Tanaka at 586-0556, or call me at 587-4700.
EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. __________

KNOW TO ALL BY THESE PRESENTS:

That we, ____________________________,
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and ____________________________,
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety
in the State of Hawaii, are held and firmly bound unto ____________________________,
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of ____________________________,

(Required Amount of Bid Security)

Dollars ($______________), lawful money of the United States of America, for the payment of
which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS:

The Principal has submitted an offer for ____________________________,

(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the
alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the
Owner in accordance with the terms of such offer, and give such bond or bonds as may be
specified in the solicitation or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof as specified in the solicitation then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed this _______ day of ________________, ______.

-1- EXHIBIT A
(Seal)

Name of Principal (Offeror)

__________________________
Signature

__________________________
Title

(Seal)

Name of Surety

__________________________
Signature

__________________________
Title
EXHIBIT B

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That ____________________________________________
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and ____________________________________________

__________________________________________
(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the _______________________
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of _______________________

DOLLARS ($____________________), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
______________________, for the following project: ____________________________________________
__________________________________________
__________________________________________
__________________________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.
Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this __________ day of __________________. ______.

(Seal)

_____________________________
Name of Principal (Contractor)

*

_____________________________
Signature

_____________________________
Title

(Seal)

_____________________________
Name of Surety

*

_____________________________
Signature

_____________________________
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT C

PERFORMANCE BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, ____________________________________________
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the
__________________________________________, its successors and assigns, as Obligee, hereinafter called
(State/County Entity)
Obligee, in the amount of ____________________________________________
(Dollar Amount of Contract)

DOLLARS ($__________), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

Description ____________________________________________
__________________________________________;

☐ Certificate of Deposit, No. ________________, dated _____________, issued by

__________________________________________,
drawn on ________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ____________________________________________;

☐ Cashier’s Check No. ______________________, dated ______________, issued

by ________________________________,
drawn on ________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ____________________________________________;
Teller’s Check No. _________________, dated ________________, issued by ________________________________, drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________:

Treasurer’s Check No. _________________, dated ________________, issued by ________________________________, drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________:

Official Check No. _________________, dated ________________, issued by ________________________________, drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________:

Certified Check No. _________________, dated ________________, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________:

WHEREAS:

The Contractor has by written agreement dated ________________ entered into a contract with Obligee for the following Project: ________________________________

______________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,
The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this ______ day of __________________. ______.

(Seal)

Name of Contractor

* Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That ____________________________________________,

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and ____________________________________________

(Name and Street Address of Bonding Company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the ____________________________,

(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of ________________

____________________ Dollars ($_________________), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed Contract with the Obligee on ____________________ for the following project: ____________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.
Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this ______ day of ______________. ______.

(Seal)

Name of Principal (Contractor)

*  
Signature

Title

(Seal)

Name of Surety

*  
Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, ____________________________

(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Contractor, is held and firmly bound unto the

__________________________, its successors and assigns, as Obligee, hereinafter called

(State/County Entity)

Obligee, in the amount of ____________________________

(Dollar Amount of Contract)

DOLLARS ($ ____________), lawful money of the United States of America, for the

payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its

heirs, executors, administrators, successors and assigns, firmly by these presents. Said

amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

Description ____________________________

__________________________;

☐ Certificate of Deposit, No. ____________, dated ____________, issued by

__________________________,

drawn on

__________________________,

a bank, savings institution or credit union insured by the Federal Deposit

Insurance Corporation or the National Credit Union Administration, payable at

sight or unconditionally assigned to ____________________________;

☐ Cashier's Check No. ____________, dated ____________, issued by

__________________________,

drawn on

__________________________,

a bank, savings institution or credit union insured by the Federal Deposit

Insurance Corporation or the National Credit Union Administration, payable at

sight or unconditionally assigned to ____________________________;

☐ Teller's Check No. ____________, dated ____________, issued by

__________________________,

drawn on

__________________________.
a bank, savings institution or credit union insured by the Federal Deposit 
Insurance Corporation or the National Credit Union Administration, payable at 
sight or unconditionally assigned to ________________________________:

☐ Treasurer's Check No. ____________________, dated ______________, issued by 
drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit 
Insurance Corporation or the National Credit Union Administration, payable at 
sight or unconditionally assigned to ________________________________:

☐ Official Check No. ____________________, dated ______________, issued by 
drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit 
Insurance Corporation or the National Credit Union Administration, payable at 
sight or unconditionally assigned to ________________________________:

☐ Certified Check No. ____________________, dated ______________, accepted 
by a bank, savings institution or credit union insured by the Federal Deposit 
Insurance Corporation or the National Credit Union Administration, payable at 
sight or unconditionally assigned to ________________________________:

WHEREAS:

The Contractor has by written agreement dated __________________ entered into a 
contract with Obligee for the following Project: ________________________________

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part 
hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully 
perform the Contract in accordance with, in all respects, the stipulations, agreements, 
covenants and conditions of the Contract as it now exists or may be modified according to its 
terms, free from all liens and claims and without further cost, expense or charge to the Obligee, 
its officers, agents, successors or assigns, free and harmless from all suits or actions of every
nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ day of ________________, ______.

(Seal)

Name of Contractor

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That we, ____________________________,
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and ____________________________

(Name and Street Address of Bonding Company)

as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a

surety in the State of Hawaii, are held and firmly bound unto the ____________________________,
(State/County Entity)

its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of

______________________________
(Twice the Dollar Amount of Contract)

DOLLARS ($__________) (being ____________________________)
DOLLARS as performance bond and
DOLLARS as payment bond, each in the amount of one hundred percent of the contract price
as required by 103D-324, Haw. Rev. Stat., lawful money of the United States of America, for
the payment of which to the said Obligee, well and truly to be made, Contractor and Surety bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS:

The Principal has by written agreement dated _____________ signed a contract with
Obligee for the following Project: ____________________________

______________________________

______________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW, THEREFORE,
The condition of this obligation is such that, if Principal shall fail to perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Principal or its agents or servants or the improper performance of the Contract by the Principal or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to the claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject to section 3-122-228, Hawaii Administrative Rules.

Signed this _____ day of ________________________.
EXHIBIT G

PERFORMANCE BOND (SURETY) FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES (11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That __________________________.
(Full Legal Name and Street Address of Contractor)

as Contractor, hereinafter called Principal, and __________________________

(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the __________________________
(State/County Entity)

its successors and assigns, hereinafter called Obligee, in the amount of

DOLLARS ($_________), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated __________________________

and entered into Supplemental Agreement No. _______, dated ____________ for the period __________________________;

hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time, then this obligation shall be void; otherwise to remain in full force and effect.

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this ______ day of ___________________ ______.

(Seal)

________________________________
Name of Principal (Contractor)

*  
Signature

_______________________________
Title

(Seal)

________________________________
Name of Surety

*  
Signature

_______________________________
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
EXHIBIT H

PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, ____________________________________________,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the

__________________________, its successors and assigns, as Obligee, hereinafter called Obligee,
(State/County Entity)
in the amount of ________________________________
(Dollar Amount of Contract)

DOLLARS ($__________________), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

______________________________________________________________:
Description ____________________________________________________________________________;

☐ Certificate of Deposit, No. ______________________, dated _____________ issued
by ______________________________________________________________, drawn on
______________________________________________________________, a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ______________________________________________________;

☐ Cashier's Check No. ______________________, dated _____________, drawn
on ______________________________________________________________, a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ______________________________________________________;

☐ Teller's Check No. ______________________, dated _____________, drawn
on ______________________________________________________________, a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ______________________________________________________;
Treasurer's Check No. ____________________________, dated ________________, drawn on __________________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to __________________________________________.

Official Check No. ________________________________, dated ________________, drawn on __________________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to __________________________________________.

Certified Check No. ________________________________, dated ________________, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to __________________________________________.

WHEREAS:

The Contractor has by written agreement dated ______________________ entered into a contract with Oblige for the following Project: __________________________________________

and entered into Supplemental Agreement No. ______, dated ___________ for the period __________________________________________; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Oblige, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Oblige, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Oblige, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.
The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this ______ day of ________________, ______.

(Seal)

________________________________________
Name of Contractor

* 

________________________________________
Signature

________________________________________
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED  
BY A NOTARY PUBLIC
CONTRACTOR ACKNOWLEDGMENT:

STATE OF _______________________________
_________________________ SS.
_________________________ COUNTY OF _____________

On this ________ day of _____________________, 20____, 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 in behalf of the Contractor, and acknowledges that he/she/they executed said instrument as the free act and deed of the Contractor.

(Notary Seal)

________________________________________
Notary Public

State of _______________________________

My commission expires: ________________
SURETY ACKNOWLEDGMENT:

STATE OF ____________________________

: SS.

_________ COUNTY OF ________________

On this ______ day of __________________, 20____, before me personally came
_______________________________ to me known to be the person described
in and, who, being by me, did depose and say that _______ resides in ________________;
that _______ is the Attorney-in-Fact of ________________________________ the corporation
described in and which executed the attached instrument; that _______ knows corporate seal of
the said corporation; that the seal affixed to the said instrument is such corporate seal; and that
it was so affixed by order of the Board of Directors of the said corporation; and that _______
signed _________ name thereto by like order.

(Notary Seal)  

Notary Public

State of ____________________________

My commission expires: ______________
EXHIBIT A

SURETY [BID] [PROPOSAL] BOND
(11/17/98)

Bond No. __________

KNOW TO ALL BY THESE PRESENTS:

That we, ________________________________________________________________,
(Full Name or Legal Title of Offeror)

as Offeror, hereinafter called Principal, and __________________________________________,
(Name of Bonding Company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety

in the State of Hawaii, are held and firmly bound unto _________________
(State/County Entity)

as Owner, hereinafter called Owner, in the penal sum of _________________________________
(Required Amount of Bid Security)

Dollars ($______________), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for __________________________________________
(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.
Signed this _____ day of _______________, _______.

(Seal) ____________________________________
Name of Principal (Offeror)

__________________________
Signature

__________________________
Title

(Seal) ____________________________________
Name of Surety

__________________________
Signature

__________________________
Title
EXHIBIT B

PERFORMANCE BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____________________________________________ ____________________,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and ______________________________________
____________________________________________________________________________
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the ______________________,
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of __________________

DOLLARS ($__________________), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on
_______________________, for the following project:

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in
strict accordance with the terms of the Contract as said Contract may be modified or amended
from time to time; then this obligation shall be void; otherwise to remain in full force and effect.
Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this ________ day of __________________, ______.

(Seal) ___________________________________

Name of Principal (Contractor)

* _________________________________

Signature

_______________________________

Title

(Seal) ___________________________________

Name of Surety

* _________________________________

Signature

_______________________________

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT C

PERFORMANCE BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _________________________________________ _____________________,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the

_________________________, its successors and assigns, as Obligee, hereinafter called
(State/County Entity)
Obligee, in the amount of ______________________________________________________
____________________________________________________________________________
(Dollar Amount of Contract)

DOLLARS ($_________________), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

 Description _____________________________________________________________;

☐ Certificate of Deposit, No. ________________, dated ______________, issued by
 drawn on _____________________________________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _______________________________________;

☐ Cashier’s Check No. ________________, dated ______________, issued
by _____________________________________________________________,
drawn on _____________________________________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to _______________________________________;
Teller's Check No. _____________________, dated __ _____________, issued by _____________________________________________________________, drawn on ________________________________________ ________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____________________________________________________________;

Treasurer's Check No. _____________________, dated __ ____________, issued by _____________________________________________________________, drawn on ________________________________________ ________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____________________________________________________________;

Official Check No. ____________________, dated ___ _____________, issued by _____________________________________________________________, drawn on ________________________________________ ________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____________________________________________________________;

Certified Check No. ___________________, dated __ ___________, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to _____________________________________________________________;

WHEREAS:

The Contractor has by written agreement dated _________________ entered into a contract with Obligee for the following Project:  ______________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,
The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this ________ day of _______________, _______.

(Seal) ___________________________________

Name of Contractor

* ___________________________________

Signature

* ___________________________________

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY)
(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That _____________________________________________ ____________________,

(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and ______________________________________
___________________________________________________________________________,
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety
in the State of Hawaii, are held and firmly bound unto the ______________________,
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of _________________

Dollars ($______________), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the above-bound Principal has signed Contract with the Obligee on

for the following project:

hereinafter called Contract, which Contract is incorporated herein by reference and made a part
hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor and materials
supplied to the Principal for use in the performance of the Contract, then this obligation shall be
void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of
time, alterations, or additions to the terms of the Contract, including the work to be performed
thereunder, and the specifications or drawings accompanying same, shall in any way affect its
obligation on this bond, and it does hereby waive notice of any such changes, extensions of
time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials
to the Principal for the work provided in the Contract.
Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee’s priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this _______ day of ______________, _______.

(Seal) ___________________________________
Name of Principal (Contractor)

*  ___________________________________
Signature

__________________________________
Title

(Seal) ___________________________________
Name of Surety

*  ___________________________________
Signature

__________________________________
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, _________________________________________ _____________________,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the
___________________________, its successors and assigns, as Obligee, hereinafter called
(State/County Entity)

Obligee, in the amount of _______________________________________________________

____________________________________________________________________________

(Dollar Amount of Contract)

DOLLARS ($___________________), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

_________________________________________________ _______________

Description _____________________________________ __________________

_________________________________________________ _______________;

☐ Certificate of Deposit, No. ________________, dated ____________, issued by

___________________________, drawn on ________________________________________ ________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ____________________________________

_________________________________________________ _______________;

☐ Cashier's Check No. ___________________, dated __ ____________, issued by

________________________________________________________________,

drawn on ________________________________________ ________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to ____________________________________

_________________________________________________ _______________;

☐ Teller's Check No. _____________________, dated __ ____________, issued by

_____________________________________________________________,
drawn on ________________________________________ ________________,
a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________

☐ Treasurer's Check No. __________________, dated __ ___________, issued by ________________________________, drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________.

☐ Official Check No. ____________________, dated __ ___________, issued by ________________________________, drawn on ________________________________, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________.

☐ Certified Check No. ____________________, dated __ ___________, accepted by a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to ________________________________.

WHEREAS:

The Contractor has by written agreement dated __ ___________ entered into a contract with Obligee for the following Project: ____________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every
nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this ______ day of ________________, _______.

(Seal) ___________________________________
Name of Contractor

* ___________________________________
Signature

___________________________________
Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT G

PERFORMANCE BOND (SURETY)
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That ________________________________________________
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and ______________________________________
_____________________________________________________
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the ____________________________,
(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of

DOLLARS ($______________), to which payment Principal and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee
dated ________________ for ________________________________________________
_____________________________________________________
_____________________________________________________
and entered into Supplemental Agreement No. _____, dated ________________ for the
period ____________________________;
hereinafter collectively called Contract, which Contract is incorporated herein by
reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the
Contract in strict accordance with the terms of the Contract as said Contract may be
modified or amended from time to time; then this obligation shall be void; otherwise to
remain in full force and effect.
Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this _____ day of ______________, _____.

(Signature)

____________________________
Name of Principal (Contractor)

* _________________________
Signature

____________________________
Title

(Signature)

____________________________
Name of Surety

* _________________________
Signature

____________________________
Title
*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
EXHIBIT H

PERFORMANCE BOND
FOR SUPPLEMENTAL AGREEMENT
FOR GOODS AND SERVICES
(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That we, ______________________________________________________________________,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Contractor, is held and firmly bound unto the
__________________________________________________________________________________
(State/County Entity)
in the amount of ____________________________________________________________________
(Dollar Amount of Contract)
DOLLARS ($__________________), lawful money of the United States of America, for the
payment of which to the said Obligee, well and truly to be made, Contractor binds itself, its
heirs, executors, administrators, successors and assigns, firmly by these presents. Said
amount is evidenced by:

☐ Legal tender;

☐ Share Certificate unconditionally assigned to or made payable at sight to

Description ____________________________________________________________________________;

☐ Certificate of Deposit, No. ________________, dated _______________ issued
by ____________________________________________________________________________________,
drawn on __________________________________________________________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to __________________________________________________________________;

☐ Cashier's Check No. ________________, dated _______________, drawn
on ____________________________________________________________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to __________________________________________________________________;

☐ Teller's Check No. ________________, dated _______________, drawn
on ____________________________________________________________________________________,
a bank, savings institution or credit union insured by the Federal Deposit
Insurance Corporation or the National Credit Union Administration, payable at
sight or unconditionally assigned to __________________________________________________________________;
WHEREAS:

The Contractor has by written agreement dated ______________ entered into a contract with Obligee for the following Project: __________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
and entered into Supplemental Agreement No. ______, dated ______________ for the period _______________________________; hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.
The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this ______ day of ________________, ______.

(Seal)

Name of Contractor

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC
CONTRACTOR ACKNOWLEDGMENT:

STATE OF ______________________)

: SS.

___________ COUNTY OF _________)

On this _________ day of ___________________, 19_____, 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 __________________________________________________________________________ of ____________________________ the Contractor named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument in behalf of the Contractor, and acknowledges that he/she/they executed said instrument as the free act and deed of the Contractor.

(Notary Seal) Notary Public

State of ____________________________

My commission expires: ______________
SURETY ACKNOWLEDGMENT:

STATE OF __________________________)
__________________________________) SS.
___________ COUNTY OF _____________)

On this ______ day of _______________, 19_____, before me personally came
___________________________________________ to me known to be the person described
in and, who, being by me, did depose and say that ______ resides in ____________________;
that ______ is the Attorney-in-Fact of _________________________________ the corporation
described in and which executed the attached instrument; that _____ knows corporate seal of
the said corporation; that the seal affixed to the said instrument is such corporate seal; and that
it was so affixed by order of the Board of Directors of the said corporation; and that ______
signed __________ name thereto by like order.

(Notary Seal) Notary Public

State of ____________________________

My commission expires: ______________
## Certification for Hawaii Product Preference

1. **Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii**
   - Requester: ____

2. **dba:** ____

3. **Hawaii General Excise Tax Number:**

4. **Address**

5. **Email Address**

6. **Contact Person**

7. **Phone**

Submit one (1) form for each product.

8. **Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):**

9. **Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.):**

10. **Product available on:**
   - [ ] Oahu
   - [ ] Maui
   - [ ] Hawaii
   - [ ] Lanai
   - [ ] Kauai
   - [ ] Molokai

11. **Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.**
   - [ ] Yes
   - [ ] No

12. **Definition:** "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii.

   Fill in every line in columns A, B, & C

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Hawaii Input</td>
<td>Non-Hawaii input</td>
<td>Total A + B</td>
</tr>
<tr>
<td>b</td>
<td>The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.</td>
<td>$_____ per unit</td>
<td>$_____ per unit</td>
</tr>
<tr>
<td>c</td>
<td>Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii</td>
<td>$_____ per unit</td>
<td>$_____ per unit</td>
</tr>
<tr>
<td>d</td>
<td>Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.</td>
<td>$_____ per unit</td>
<td>$_____ per unit</td>
</tr>
<tr>
<td>e</td>
<td>Totals</td>
<td>$_____ per unit</td>
<td>$_____ per unit</td>
</tr>
</tbody>
</table>

13. **Percent of Hawaii Input _____ %**

   (12e. Column A Total ÷ Column C Total)

14. **Failure to adequately verify, deliver, or supply Hawaii products.** A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, Hawaii products, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

   Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

   In the event of any change that materially alters the offeror’s ability to supply the certified Hawaii products, the offeror shall notify in writing the procurement officer within five (5) working days of knowing of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

   Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3) on government records, exception’s to general rule.

   **I certify, under penalties set forth in HRS §103D-1002, on Hawaii products, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.**

   Signature of Authorized Representative: ________________________________ Date: ________________

   Print Name of Authorized Representative: ________________________________ Title: ________________________________

---

**GOVERNMENT USE ONLY**

[ ] APPROVED  [ ] DISAPPROVED

Procurement Officer Signature: ________________________________ Government Agency: ________________________________
CERTIFICATION OF BIDDER’S PARTICIPATION
IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I. Bidder’s Identifying Information
   A. Legal Business Name:
   B. Project Bid Title & Reference No.:
   C. Contact Person’s Name:
      1. Phone No.:
      2. E-Mail:

II. Apprenticeable Trades To Be Employed*
    A. (List)
    B. Apprenticeship Sponsor* (One Sponsor Per Form)
    C. No. Enrolled
       (# of apprentices currently enrolled as of bidder’s request date)
    D. No. Completed
       (# of apprentices who completed the apprenticeship program in the 12 months prior to request date)

III. Bidder’s Certification
     I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder’s preference.

     A. Name (Type)
     B. Title
     C. Signature (original signature required)
     D. Date

IV. Apprenticeship Sponsor’s Contact Information
    A. Training Coordinator’s Name:
    B. Address:
    C. Phone No.:
    D. E-Mail:
    E. Fax No:

V. Apprenticeship Program Sponsor’s Certification
    I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder’s preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder’s preference under Act 17.

     A. Name of Authorized Official
     B. Title
     C. Signature (original signature required)
     D. Date

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

(Rev. 08/25/2010)
**FORM 2**

**MONTHLY REPORT OF CONTRACTOR’S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17**

<table>
<thead>
<tr>
<th>I. Contractor’s Identifying Information</th>
<th>II. Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Legal Business Name:</td>
<td>A. Month:</td>
</tr>
<tr>
<td>B. Project Contract Title &amp; Reference No.:</td>
<td>B. Year:</td>
</tr>
<tr>
<td>C. Contact Person’s Name:</td>
<td></td>
</tr>
<tr>
<td>1. Phone No.:</td>
<td></td>
</tr>
<tr>
<td>2.  E-Mail:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>III. Apprenticeship Program (Complete a separate form for each apprenticeship program in which workers are employed on the project.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Contractor was a party to an apprenticeship program or programs with the following sponsor:  (Give sponsor’s name.)*</td>
</tr>
<tr>
<td>B. Was the contractor a party to the program during the entire report month?</td>
</tr>
</tbody>
</table>
| 1. Yes [ ]  
| 2. No [ ]  |
| If NO, state applicable period and why (may be subject to sanctions.) |

<table>
<thead>
<tr>
<th>IV. Contractor’s Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder’s preference.</td>
</tr>
<tr>
<td>A. Name (Type)</td>
</tr>
<tr>
<td>C. Signature (original signature required)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>V. Apprenticeship Sponsor’s Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Training Coordinator’s Name:</td>
</tr>
<tr>
<td>B. Address:</td>
</tr>
<tr>
<td>C. Phone No.:</td>
</tr>
<tr>
<td>D. E-Mail:</td>
</tr>
<tr>
<td>E. Fax No:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VI. Apprenticeship Program Sponsor’s Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder’s preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder’s preference under Act 17.</td>
</tr>
<tr>
<td>A. Name of Authorized Official</td>
</tr>
<tr>
<td>C. Signature (original signature required)</td>
</tr>
</tbody>
</table>

* Name of Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

(Rev. 08/25/2010)
CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011

Project Title: ____________________________________________________________

Agency Project No: _______________________________________________________

Contract No.: ___________________________________________________________

As required by Hawai‘i Revised Statutes Chapter103B, as amended by Act 192, Session Laws of Hawaii 2011—Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of __________________________ and
(Name of Contractor or Subcontractor Company)

for the Project Contract indicated above, __________________________ was in
(Name of Contractor or Subcontractor Company)

compliance with HRS Chapter 103B, as amended by Act 192, SLH 2011, by employing a workforce of which not less than eighty percent are Hawai‘i residents, as calculated according to the formula in the solicitation, to perform this Contract.

☐ I am an officer of the Contractor for this contract.

☐ I am an officer of a Subcontractor for this contract.

CORPORATE SEAL

________________________________________________________________________
(Name of Company)

________________________________________________________________________
(Signature)

________________________________________________________________________
(Print Name)

________________________________________________________________________
(Print Title)

Subscribed and sworn to me before this _____ day of ________________, 2011.

Doc. Date: ______________ # of Pages _______ 1st Circuit
Notary Name: ___________________________________________________________
Doc. Description: _______________________________________________________

________________________________________________________________________
Notary Public, 1st Circuit, State of Hawai‘i
My commission expires: ______________

Notary Signature ___________________________ Date ___________________________

NOTARY CERTIFICATION

EXHIBIT 2