

**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:  
 General Obligation Bonds, Act 40, SLH 2019, Section 30, Item F-7, as amended by Act 6,  
 (1) SLH 2020, as amended by Act 9, SLH 2020  
*(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-22-HHL-017 ("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)*

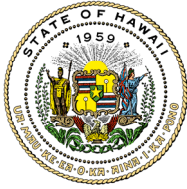
\_\_\_\_\_  
*(Date)*

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**  
**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:** East Kapolei II Development, Increment II-C  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** tbd

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-22-HHL-017 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.

**PART 1 - EAST KAPOLEI II DEVELOPMENT, INCREMENT IIC**

- GRADING (Items 1 to 3, inclusive)
- ROAD CONSTRUCTION (Items 4 to 33, inclusive)
- DRAINAGE SYSTEM (Items 34 to 88, inclusive)
- SEWER SYSTEM (Items 89 to 114, inclusive)
- WATER SYSTEM (Items 115 to 144, inclusive)
- IRRIGATION WATER SYSTEM (Items 145 to 154, inclusive)
- CATHODIC PROTECTION SYSTEM (Item 155)
- LANDSCAPE IMPROVEMENTS (Items 156 to 166, inclusive)
- EXTERIOR ELECTRICAL WORK AND TELECOMMUNICATIONS WORK (Items 167 to 207, inclusive)

**PART 2 – DETENTION BASIN WORK**

- MISCELLANEOUS ITEMS (Items 208 to 212, inclusive)
- DETENTION BASIN RESTORATION (Items 213 to 221, inclusive)



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: East Kapolei II Development, Increment II-C
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.

PART 1 - EAST KAPOLEI II DEVELOPMENT, INCREMENT IIC

Table with 2 columns: Description of work items (e.g., GRADING, ROAD CONSTRUCTION) and Amount in dollars (\$ \_\_\_\_\_).

PART 2 – DETENTION BASIN WORK

Table with 2 columns: Description of work items (e.g., MISCELLANEOUS ITEMS, DETENTION BASIN RESTORATION) and Amount in dollars (\$ \_\_\_\_\_). Includes a TOTAL row at the bottom.

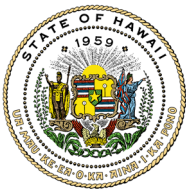


STATE OF HAWAII

**TIME OF PERFORMANCE**

**Project:** East Kapolei II Development, Increment II-C  
**Location:** Honouliuli, Ewa, Oahu  
**Contractor:** tbd

1. The Time of Performance for this Contract shall be five hundred forty-eight (548) 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.



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.

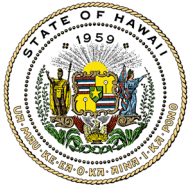
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**Project:** East Kapolei II Development, Increment II-C  
**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”.

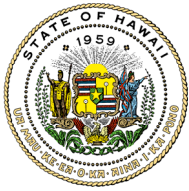
**SC-02 INSURANCE COVERAGE**

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>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate  Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence.  Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value
Malicious Mischief	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.

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.

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 five hundred forty-eight (548) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



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In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$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, or through its Construction Manager.

**SC-05:           ENGINEERING WORK**

DHHL may engage consultants for construction observations to supplement the inspections performed by the State and respective Counties. The Consultant's authority shall be as described in General Conditions 5.4.

**SC-06            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.

**SC-07            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-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 Honolulu Board of Water Supply, Hawaiian Electric Company, Spectrum, Hawaiian Telcom and/or Sandwich Isles Communications.

**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            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-11            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



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

during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

**SC-12      AGREEMENT COUNTERPARTS**

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**SC-13      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-14      GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm will be retained by the CONTRACTOR. The geotechnical engineer shall be present to observe site grading and other work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the geotechnical engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as select material or general fill material. The geotechnical engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the geotechnical work complies with the specifications and drawings. Work completed by the Contractor shall not be accepted until the Construction Manager is able to verify compliance through the geotechnical engineer's daily observations, test data, test results and recommendations. The geotechnical costs shall be incidental to the contract; no separate payment shall be made.

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the "Report after Grading" as required by the Revised Ordinances of Honolulu (ROH), Section 14-15.1(n). As a minimum, six (6) copies of compaction data with 11" x 17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a license engineer in the State of Hawaii) that the work was done in conformity to the specifications.

**SC-15      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,



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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-16 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-17 CONTINGENT ITEMS**

Depending upon the site and soil conditions, and other factors, the Project Manager may decide to delete the contingent items in its entirety. A Change Order may be issued to delete the work and the contract amount shall be reduced by subtracting the entire corresponding bid amount. If part of the work is done, or if the work exceeds the estimated quantities, payment shall be made on the actual number of units incorporated in the work at the unit price bid.

**SC-18 CONTRACTOR'S DAILY REPORT**

The Contractor shall submit a daily report electronically, for DHHL review. The report shall be submitted to the Project Manager and Construction Manager by 9AM the following work day. 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



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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-19 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR’S RESPONSIBILITY**

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.

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>

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.

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-20 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 to the satisfaction of the Project Manager or the designated Construction Manager. The CONTRACTOR shall institute an erosion control program and dust



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control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

**SC-21 FIRE PREVENTION PLAN**

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

Special care must be taken in the vicinity of the Abutilon Contingency Reserve Area (CRA), as these plants have been designated endangered species by the Federal government and any damage to them is subject to harsh penalties. Any penalties incurred shall be the responsibility of the Contractor.

**SC-22 FIELD OFFICE**

The Contractor shall provide a field office for exclusive use and entry of the Construction Manager and DHHL personnel, or their representatives, at a location approved by the Engineer within the Project limits. It shall be available within thirty (30) calendar days after the Notice to Proceed date of the Contract.

The field office shall:

1. Be separated by a soundproof wall if it adjoins the Contractor's office.
2. Have security measures (i. e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.
3. Be weatherproof.
4. Have a minimum gross floor area of 45 feet by 12 feet.
5. Have a monitored wireless security alarm system.
6. Have an aggregate window area not less than 10 percent of the floor area.
7. Have two exterior doors with a keyed cylinder type lock.
8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, electric lighting, one new 4-drawer (legal size) file cabinet, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).
9. Window-type air conditioning unit(s) capable of keeping the field office at 76°F. or cooler.
10. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. Contractor to pay for internet services.
11. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for the construction management personnel as approved by the Project Manager.
12. Be provided with electrical service and lighting.



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At the discretion of the Project Manager: 1) the field office may be located outside of the Project limits; and 2) the above requirements for the field office may be reduced.

The Contractor shall maintain the field office in good repair and clean and sanitary condition and shall provide disposable items (paper towels, toilet paper, paper cups, soap, etc.) to the satisfaction of the Engineer throughout the duration of the Project. Should the Project Manager, in his judgment, feel that the office is not being adequately maintained, operated or repaired, partial or full retention of the Contractor's monthly progress payment may be enforced until such inadequacies are corrected.

The field office and equipment shall be maintained in good repair and in a clean and sanitary condition by the Contractor until final payment or an earlier date as determined by the Project Manager. The ownership of the field office and equipment shall remain with the Contractor and shall not be removed until instructed by the Project Manager.

Payment for furnishing and maintaining the Project field office, equipment, furnishings, supplies, and all appurtenances shall be made at the lump sum price bid as provided for in the Proposal Schedule.

**SC-23                    STANDARD SPECIFICATIONS AND STANDARD DETAILS**

The "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986," of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and the "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984," of the Departments of Public Works, County of Kauai, City and County of Honolulu, County of Maui, and County of Hawaii, of the State of Hawaii, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these specifications. The term "DPW Standard Specifications" used hereinafter refers to "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986," and the term "DPW Standard Details" used hereinafter refers to "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984." Copies of the DPW Standard Specifications and DPW Standard Details may be purchased at the Division of Purchasing during regular business hours of the City.

The work embraced herein shall be done in accordance with the DPW Standard Specifications and DPW Standard Details, in so far as they may apply.

**SC-24                    WATER SYSTEM SPECIFICATIONS**

The "WATER SYSTEM STANDARDS," State of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the "WATER SYSTEM STANDARDS," and the various sections of the Special Conditions.



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

**SC-25 WATER QUALITY SPECIFICATIONS**

The “RULES RELATING TO WATER QUALITY,” City and County of Honolulu, Administrative Rules, Title 20, Department of Planning and Permitting, Chapter 3, adopted August 16, 2016, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the “RULES RELATING TO WATER QUALITY,” and the various sections of the Special Conditions.

The term “Rules Relating to Water Quality” used in these contract documents refers to the “RULES RELATING TO WATER QUALITY,” City and County of Honolulu, Administrative Rules, Title 20, Department of Planning and Permitting, Chapter 3, adopted August 16, 2016, and all subsequent amendments and additions.

**SC-26 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, and the Office of Hawaiian Affairs.

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-27 EARTHWORK QUANTITIES**

Prior to any grading operations, the Contractor shall submit to the Construction Manager a list of estimated quantities for excavation and embankment. The Contractor shall also estimate a reasonable percentage for loss/shrinkage and percentage of unsuitable excavated materials. The percentages shall be updated as the grading work progresses. The CONTRACTOR is responsible for disposal of all excavated material offsite. Borrow material shall not be imported until all excavation work is completed and authorized by the Project Manager.

**SC-28 EXISTING GROUND ELEVATIONS**

The existing ground elevations as shown on the plans shall be presumed as being correct prior to the grading work. The Contractor may, at his own expense, use a licensed surveyor to verify the existing grade are as shown on the plans. If a discrepancy between the ground elevations on the plans and the current site conditions verified by the Contractor’s licensed surveyor is greater than ten percent difference in volume, the Contractor shall bring it to the attention of DHHL prior to any grading operations.





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The Contractor's licensed surveyor shall surrender survey points and computer aided drafting files to DHHL for evaluation. DHHL may direct the Contractor to continue with work upon receipt of the files.

If the Contractor does not perform the survey or surrender the survey information prior to grading operations, the Contractor will have accepted existing ground elevations and further claim of discrepancy between the existing ground elevations on the plans and current site conditions shall be allowed.

No additional time will be granted to extend the overall contract for surveying work done by the Contractor's surveyor to confirm the existing ground elevations under this contract.

**SC-29 MEASUREMENT OF QUANTITIES**

All quantities expressed in the proposal are computed and will be paid based on the horizontal plane. The quantities are for bidding purposes only and not intended to represent actual quantity installed.

The Contractor shall record, on a daily basis, the graded stations, depths, widths and other data to accurately compute the quantities. The Contractor's surveyor shall furnish adequate reference points and stations to the satisfaction of the Construction Manager and to enable the Construction Manager to easily verify the stations. The Contractor shall submit three (3) copies of the report to the Construction Manager on a daily basis for record keeping and payment purposes.

**SC-30 CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

Contractor's staging area shall be located on the unused parcel west of Maweke Street and north of the Special Olympics Hawaii facilities.

Access to the project site will be as shown on plans.

**SC-31 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 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 and notify the Department's Project Manager one week prior to said inspection.

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of the Department.



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**SC-32: AS-BUILT AND RECORD DRAWINGS**

Field Posted As-Built Drawings, the intent of which is to record the actual in-place construction so that any future renovations or tie-ins can be anticipated accurately, shall be prepared and submitted by the Contractor. To accomplish this, the following procedure shall be followed by the Contractor.

1. A full-size set of field posted as-built drawings shall be neatly maintained at the job site. All changes made by addenda, submittals, shop drawings, change orders, or field adjustments to alignments, elevations and dimensions stipulated on the drawings and authorizations by the Project Manager shall be clearly and accurately recorded by the Contractor on this set of field posted as-built drawings.
2. Changes shall be recorded immediately after they are constructed in place to ensure they are not forgotten. Record the changes using erasable colored pencil and refer to the authorizing document (RFI, Shop Drawing, Field Modification) or Change Order. The following color codes shall be used to document these changes on the drawings:

Additions	-	RED
Deletions	-	GREEN
Comments	-	BLUE
Dimensions	-	GRAPHITE*

\* Legibly mark to record actual depths, horizontal and vertical location of utilities and structures relative to permanent surface improvements.

The field posted as-built drawings shall be made available to the Construction Manager and Project Manager during normal working hours at the Contractor's field office so that its clarity and accuracy can be monitored.

A monthly log of all the record changes shall be submitted with each progress payment request. The Contractor shall not be entitled to any progress payment until he has provided a completed log which accurately reflects the work that was done. The log shall identify each revision by drawing number and a description of the revision. The Contractor and Construction Manager shall schedule a day each month to meet and review the log and drawings together.

3. The words "FIELD POSTED AS-BUILT" shall be labeled on the title sheet and certified by the Contractor as to accuracy and completeness as shown below:

FIELD POSTED AS BUILT

Certified By: \_\_\_\_\_ Date \_\_\_\_\_  
Contractor (Include name and company)

4. The words "FIELD POSTED AS-BUILT" shall be labeled on all sheets in the marginspace to the right of the sheet number written from the bottom upward.



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5. The Index to Drawings shall be revised with the label "FIELD POSTED AS-BUILT" for each sheet. The index shall conclude with the following note: "A COMPLETE SET CONTAINS \_\_\_\_\_ SHEETS" with the total number of sheets comprising the set to be placed in the blank.
6. Any "FIELD POSTED AS-BUILT" drawing which the Construction Manager or Project Manager determines does not accurately record the deviation, or is not legible, will be rejected and returned to the Contractor for corrections. Drawings that are torn or have excessive eraser marks from changes shall be replaced with a clean set of drawings.
7. Submit the set of approved "FIELD POSTED AS-BUILT" drawings to the Construction Manager no later than five (5) calendar days prior to the date of final inspection.
8. "RECORD DRAWINGS" will be prepared by the design consultant using the "FIELD POSTED AS-BUILT." Both sets of drawings will be sent to the Contractor for review and approval. The Contractor will have one (1) week to review and approve the drawings. After the Contractor is satisfied the Record Drawings are correct, the Contractor shall certify changes by signing the tracings.

**SC-33: ACCEPTANCE**

The term "acceptance" as used in the Contract Documents means that the work of improvement is acceptable to Owner and shall occur when each and all of the following events have been accomplished:

1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of Contractor's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.
3. All persons, firms and corporations, including all laborers, materialmen, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the construction, including, but not limited to, all persons who could file a claim of lien, have been paid in full and submitted their final statements, (Final Contractor's, Subcontractor's, and/or Materialmen's Voucher Release and Waiver of Lien) with a waiver of all rights to mechanic's lien, stop notice or recourse against the surety of bond, if any, in form and substance acceptable to the Owner in its sole discretion.
4. Contractor submits to the Department an affidavit that such waiver of lien rights or releases includes all the labor and materials for which any lien could be filed.



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5. All work requiring inspection by any governmental authority has been duly inspected and written approval by such authority is received by the Construction Manager.
6. All requisite certificates of occupancy and other governmental approvals, letters of acceptance, licenses and permits have been issued and received by the Construction Manager.
7. The Department has received one complete set of "as-built" drawings and Contractor's certification.
8. The Department and/or Construction Manager have certified the completion of the project is in accordance with the plans and specifications.

**SC-34 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-35 PROJECT SIGN**

The Contractor shall furnish, erect, maintain and remove one project sign.

The project signboard shall be 3/4 inch thick, "AC" exterior grade fir plywood, 4 feet in height and 7 feet long each. All lettering type and size and color selection shall be as specified by DHHL (refer to Exhibit 1).

All paints used shall be exterior enamel paints manufactured either by Ameritone-Devoe, Boysen, DuPont, Dutch Boy Fuller-O'Brien, Glidden, Pittsburg, Sherwin-Williams, Sinclair, or approved equal, and made primarily for the purpose for which they are used, and shall be prepared and applied strictly in accordance with the manufacturer's directions. Signs shall be painted with one prime coat and two finish coats.

Final layout shall be based upon sign plans submitted by the Contractor and approved by the DHHL.

The Project Sign shall be erected at a location directed by the DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the signs. The



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sign shall be maintained in good condition throughout the progress of the work until final completion of the project. The project sign shall be erected within five (5) days after approval of the sign layout. After the final approval of the construction work by the DHHL, the project sign shall be removed from the site and shall become the property of the Contractor.

Payment will be made for one project sign painted, with lettering specified by DHHL, in place complete. Payment for sign removal shall be incidental to said item.



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EXHIBIT 1 (SC-35: PROJECT SIGN)

PROJECT SIGN SPECIFICATIONS

LETTER STYLE

COPY IS CENTERED AND SET IN ADOBE TYPE FUTURA HEAVY. IF THIS SPECIFIC TYPE IS NOT AVAILABLE, FUTURA DEMI BOLD MAY BE SUBSTITUTED. COPY SHOULD BE SET AND SPACED BY A PROFESSIONAL TYPESETTER AND ENLARGED PHOTOGRAPHICALLY FOR PHOTO STENCIL SCREEN PROCESS.

ART WORK

CONSTANT ELEMENTS OF THE SIGN LAYOUTS -- FRAME, OUTLINE, STRIPE, AND OFFICIAL STATE INFORMATION -- MAY BE DUPLICATED FOLLOWING WORKING DRAWING MEASUREMENTS OR BE REPRODUCED AND ENLARGED PHOTOGRAPHICALLY USING A LAYOUT TEMPLATE IF PROVIDED. THE STATE OF HAWAII" MASTHEAD SHOULD BE REPRODUCED AND ENLARGED AS INDICATED USING THE ARTWORK PROVIDED.

TITLES

THE SPECIFIC MAJOR WORK OF THE PROJECT UNDER CONSTRUCTION IS EMPHASIZED BY USING 3-3/4" TYPE (OR AS SPECIFIED BY DHHL), ALL CAPITALS. SECONDARY INFORMATION SUCH AS LOCATIONS OR BUILDING USES 2-1/4" TYPE, ALL CAPITALS. OTHER RELATED INFORMATION OF LESSER IMPORTANCE USES 2-1/4" (CAPITAL HEIGHT) TYPE IN LOWER CASE LETTERS. ALL LINES OF TYPE SHOULD NOT EXCEED THE WIDTH OF THE 6'—2" STRIPE.

MATERIALS

PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

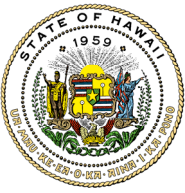
PAINT AND INKS

SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

- |        |    |                       |
|--------|----|-----------------------|
| COLOR: | 1. | 1BL10A BOHEMIAN BLUE  |
|        | 2. | 2H16P SOFTLY (WHITE)  |
|        | 3. | 2VR2A HOT TANGO (RED) |
|        | 4. | 1M52E TOKAY (GRAY)    |

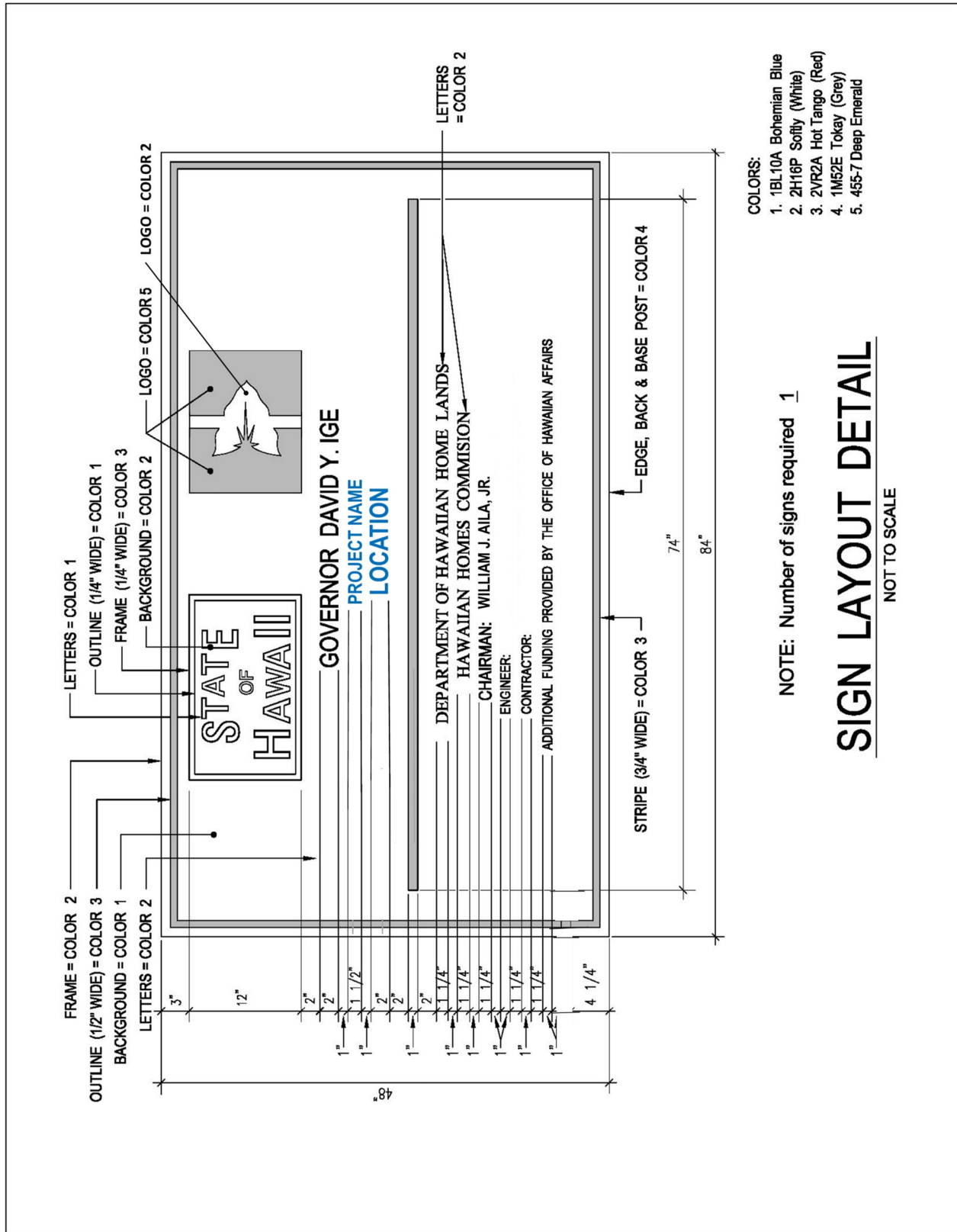
REFERENCE TO PPG COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

- |        |    |                    |
|--------|----|--------------------|
| COLOR: | 5. | 455-7 DEEP EMERALD |
|--------|----|--------------------|



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SCOPE OF SERVICES



- COLORS:**
1. 1BL10A Bohemian Blue
  2. 2H16P Softly (White)
  3. 2VR2A Hot Tango (Red)
  4. 1M52E Tokay (Grey)
  5. 455-7 Deep Emerald

NOTE: Number of signs required 1

**SIGN LAYOUT DETAIL**

NOT TO SCALE