

**STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS**

**BID OFFER FORM FOR**

**KEAUKAHA SEWER LINE IMPROVEMENTS DESHA AVENUE – PHASE 1**

**HILO, ISLAND OF HAWAII**

**TAX MAP KEY  
(3) 2-1-021:006 – 011, 029 – 033, 072, 108 (PORTION)**

**IFB No.: IFB-22-HHL-031**

Chairman  
Hawaiian Homes Commission  
Department of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-22-HHL-031. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. 22-HHL-031 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) Chapter 103, Part II, regarding public works and contracts.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, Standards of Conduct.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: \_\_\_\_\_

The undersigned represents that it is: **(Check ✓ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**  
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture    ☐ Other: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

Hawaii General Excise Tax ID No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-Mail Address.: \_\_\_\_\_

Payment address (other than street address below)

\_\_\_\_\_  
(Street Address, City, State, Zip Code)

Business address

\_\_\_\_\_  
(Street Address, City, State, Zip Code)

Respectfully submitted:

\_\_\_\_\_  
Authorized (Original) Signature

\_\_\_\_\_  
Name and Title (Please Type or Print)

\* \_\_\_\_\_  
**Exact Legal Name of Company (Offeror)**

\*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for IFB-22-HHL-031 to the Department of Hawaiian Home Lands.

Item No.	No. of Units	Description	Unit Price	Unit Total
<b>Base Bid</b>				
1	480	Lin. Ft., 8-inch PVC Sewer Line, as shown in the plans, in place complete	_____	\$ _____
2	1	L.S., Connection to Sewer Manhole in Andrews Avenue as shown in the plans, in place complete	Lump Sum	\$ _____
3	300	Lin. Ft., 6-inch PVC Sewer Laterals, as shown in the plans, in place complete	_____	\$ _____
4	3	Each, Sewer Manholes as shown in the plans, in place complete	_____	\$ _____
5	1	L.S. BMPs as shown in the plans, in place complete	Lump Sum	\$ _____
6	1	L.S., Temporary Traffic Control	Lump Sum	\$ _____
7	1	L.S., Project Sign, including Installation and Removal, in place complete	Lump Sum	\$ _____
8	1	L.S., Mob/Demob (Not to exceed 6% of base bid)	Lump Sum	\$ _____
9	1	Contingency		\$ <u>40,000.00</u>
<b>Total Base Bid (Items 1 through 9, inclusive)</b>				\$ _____
<b>Alternate Bid No. 1</b>				
10	1	L.S., Regrass area above sewer laterals and water laterals as needed, in place complete	Lump Sum	\$ _____
<b>Total Alternate Bid No. 1 (Items 10, inclusive)</b>				\$ _____
<b>TOTAL SUM BID (Base Bid + Alternate Bid No. 1)</b>				\$ _____
<b>Alternate Bid No. 2</b>				
11	1	L.S., Adjust water laterals, meter boxes, as needed, in place complete	Lump Sum	\$ _____
<b>Total Alternate Bid No. 2 (Items 11, inclusive)</b>				\$ _____

TOTAL SUM BID (Base Bid + Alternate Bid Nos. 1 & 2)		\$ _____
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TOTAL SUM BID = \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.**

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before One-Hundred Twenty (120) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

## HAWAII PRODUCTS PREFERENCE

In accordance with Hawaii Revised Statutes (HRS) § 103D-1002, the Hawai'i products preference is applicable to this solicitation. Hawai'i Products [are / may be] available for those items noted on the offer form. The Hawai'i products list is available on the State Procurement Office (SPO) webpage at <http://hawaii.gov/spo>, under For Vendors select *Hawaii Products Preferences* to view.

Offeror submitting a Hawai'i Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawai'i product preference shall have the product(s) certified and qualified if not currently on the Hawai'i products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference.

Persons desiring to qualify their product(s) not currently on the Hawai'i product list shall complete form SPO-038, *Certification for Hawaii Product Preference* and submit the form to the Procurement Officer issuing the solicitation (IFB or RFP), with all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. three products should have three separate forms completed). Form SPO-038 is available on the SPO webpage at <http://spo.hawaii.gov/all-forms/>. The manufacturers and producers must complete and submit SPO-038 to DHHL. The form must be received by DHHL no later than **2:00 p.m., July 8, 2022**. Submission by facsimile (808) 620-9299 is acceptable. If DHHL receives and approves SPO-038s relating to this solicitation, DHHL will issue an addendum listing the additional certified and qualified Hawai'i products by no later than eight (8) days prior to the bid opening.

Bidders may claim a Hawai'i product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-038, *Certification for Hawaii Product Preference*, form must be submitted in accordance with the procedures described above for the Bidder to claim a Hawai'i product preference for such Hawai'i products Bidder intends to use in this work.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting ten percent (10%) for the class I or fifteen percent (15%) for the class II HP items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawai'i product. In the event of any change that materially alters the offeror's ability to supply Hawai'i products, the offeror shall notify the procurement officer in writing no later than five working days from when the offeror knows of the change and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____

It is further understood by the Bidder that if upon being granted Hawaii Products, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

## **APPRENTICESHIP AGREEMENT PREFERENCE**

Hawaii Revised Statutes (HRS) § 103-55.6 provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of \$250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is \$250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.
  - a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.
  - b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.
  - c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.
  - d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement to qualify for the preference. (In the example, the bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.).
  - e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project (For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.).
2. State the trades the bidder will employ to perform the work;
3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

*APPRENTICESHIP PROGRAM UNDER ACT 17 (Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and
5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai'i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: <http://labor.hawaii.gov/wdd/>.

Upon receiving *Certification Form 1*, DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder's total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawai'i Products Preference), all applicable preferences shall be applied to the bid amount.

While the Hawai'i Apprenticeship Agreement Preference will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:



<u>LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED</u>	
<u>TRADE</u>	<u>APPRENTICESHIP PROGRAM SPONSOR</u>

(Add additional sheets if necessary)

**ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT**

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes (HRS), who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, HRS, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

## **METHOD OF AWARD**

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
  - a. It is in the best interest of the State;
  - b. Funds are available at time of the award; and
  - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

### **OTHER CONDITIONS**

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least twenty percent (20%) of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, HRS, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, HRS, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the State Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Bid Security in the amount of:\_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

as required by law, is enclosed herewith in the form of:

<input type="checkbox"/> Surety Bond (*1)	<input type="checkbox"/> Official Check (*3)
<input type="checkbox"/> Legal Tender (*2)	<input type="checkbox"/> Share Certificate (*3)
<input type="checkbox"/> Cashier's Check (*3)	<input type="checkbox"/> Teller's Check (*3)
<input type="checkbox"/> Certificate of Deposit (*3)	<input type="checkbox"/> Treasurer's Check (*3)
<input type="checkbox"/> Certified Check (*3)	

Respectfully submitted,

\_\_\_\_\_  
Name of Company, Joint Venture or Partnership

\_\_\_\_\_  
License No.

By \_\_\_\_\_  
Signature (\*4)

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_  
Telephone No.:\_\_\_\_\_

IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE.

THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

- \*1. Surety bond underwritten by a company licensed to issue bonds in this State;
- \*2. Legal tender; or
- \*3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
  - A. These instruments may be utilized only to a maximum of \$100,000.
  - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- \*4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- \*5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

## CERTIFICATE OF RESOLUTION

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, a Hawaii 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 \_\_\_\_\_, Hawaii, on \_\_\_\_\_ 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(s) of \_\_\_\_\_, 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 the 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 of Municipal Government of said State, or any department or subdivision of any of them.”

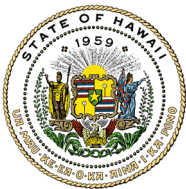
IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

END OF BID





**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ Department of Hawaiian Home Lands \_\_\_\_\_,  
(Insert name of state department, agency, board or commission)  
State of Hawaii ("STATE"), by its \_\_\_\_\_ Chairman, Hawaiian Homes Commission \_\_\_\_\_,  
(Insert title of person signing for State)  
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),  
whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707  
\_\_\_\_\_ and \_\_\_\_\_  
("CONTRACTOR"), a \_\_\_\_\_  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
under the laws of the State of \_\_\_\_\_, whose business address and federal  
and state taxpayer identification numbers are as follows: \_\_\_\_\_

**RECITALS**

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to \_\_\_\_\_ HHCA of 1920, as amended \_\_\_\_\_, the STATE  
(Legal authority to enter into this Contract)  
is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) Hawaiian Homes Trust Fund

(Identify state sources)

or (2) \_\_\_\_\_

(Identify federal sources)

or both, in the following amounts: State \$ \_\_\_\_\_

Federal \$ \_\_\_\_\_

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the

Invitation for Bids number IFB-22-HHL-031 ("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 \_\_\_\_\_

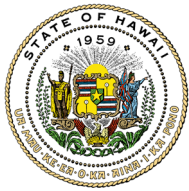
(Signature)

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

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

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

Date \_\_\_\_\_



## STATE OF HAWAII

# SCOPE OF SERVICES

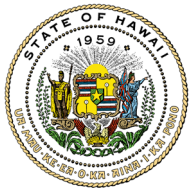
**Project: Keaukaha Sewer Line Improvements Desha Avenue – Phase 1**

**Location: Keaukaha Homestead Subdivision**

**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-031 and in CONTRACTOR's proposal submitted on July 22, 2022, 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.

- I 480 Linear Feet of 8" PVC Sewer Line, in place complete
- II Connection to Sewer Manhole on Andrews Ave, in place complete
- III 300 Linear Feet of 6" PVC Sewer Laterals, in place complete
- IV 3 Each, Sewer Manholes, in place complete
- V BMP's as required, in place complete
- VI Temporary Traffic Control, in place complete
- VII Project Sign, include Installation and Removal
- VIII Mobilization / Demobilization (not to exceed 6% of base bid)
- IX Contingency (unforeseen items)
- X Alt. 1 - Regrass as needed, in place complete
- XI Alt. 2 - Adjust water laterals, meter boxes, in place complete



## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE****Project: Keaukaha Sewer Improvements Desha Avenue – Phase 1****Location: Keaukaha Homestead Subdivision****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.

I	480 Linear Feet of 8” PVC Sewer Line, in place complete	\$ _____
II	Connection to Sewer Manhole on Andrews Ave, in place complete	\$ _____
III	300 Linear Feet of 6” PVC Sewer Laterals, in place complete	\$ _____
IV	3 Each, Sewer Manholes, in place complete	\$ _____
V	BMP’s as required, in place complete	\$ _____
VI	Temporary Traffic Control, in place complete	\$ _____
VII	Project Sign, include Installation and Removal	\$ _____
VIII	Mobilization / Demobilization (not to exceed 6% of base bid)	\$ _____
IX	Contingency (unforeseen items)	\$ <u>40,000.00</u>
X	Alt. 1 - Regrass as needed, in place complete	\$ _____
XI	Alt. 2 – Adjust Water Laterals, Meter Boxes, in place complete	\$ _____



STATE OF HAWAII

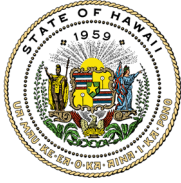
**TIME OF PERFORMANCE**

Project: Keaukaha Sewer Improvements Desha Avenue – Phase 1

Location: Keaukaha Homestead Subdivision

Contractor: TBD

1. The Time of Performance for this Contract shall be One-Hundred Twenty (120) Calendar Days from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
2. This Contract shall expire on the date on which the later of the following occurs:
  - (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
  - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.



## 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.**

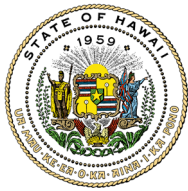
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

(Signature)

(Date)

(Print Name)

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**Project: Keaukaha Sewer Line Improvements Desha Avenue – Phase 1**  
**Location: Keaukaha Homestead Subdivision**  
**Contractor: TBD**

**SC-01 INTERCHANGEABLE TERMS**

The following terms are one and the same:

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

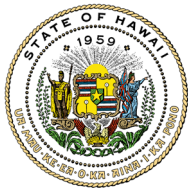
**SC-02 INSURANCE COVERAGE**

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 and shall be considered incidental to the various contract items.

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

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





## STATE OF HAWAII

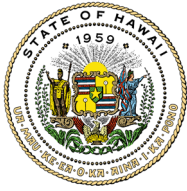
### SPECIAL CONDITIONS

**Malicious Mischief** 100% Replacement Value  
**Flood Insurance**, if applicable Maximum Coverage available

- a. The STATE, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured parties 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 DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self-insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the STATE shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured parties 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. The CONTRACTOR shall, upon request, provide DHHL a copy of the policy or policies of insurance for any subcontractor.

#### SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before **One-Hundred Twenty (120)** calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



## STATE OF HAWAII

### SPECIAL CONDITIONS

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, one thousand dollars (\$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 DHHL Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

#### **SC-05 SURVEYING SERVICES**

Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

Upon completion, the CONTRACTOR shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The cost of the as-built plan shall be incidental to the contract. No separate payment shall be made.

#### **SC-06 ALLOWANCES**

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

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

#### **SC-07 PERMITS AND FEES**

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

#### **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 County of Hawaii – Department of Public Works.

#### **SC-09 CONTRACTOR'S LICENSING**



## STATE OF HAWAII

# SPECIAL CONDITIONS

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

### **SC-10 WATER CHARGES AND REQUIREMENTS**

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

### **SC-11 SOIL AND DUST CONTROL**

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

### **SC-12 FINAL INSPECTION**

Throughout the construction period, the work may be subject to periodic inspection by DHHL, designated Construction Inspector, the County of Hawaii, Department of Public Works and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by DHHL 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 County of Hawaii, Department of Public Works and notify DHHL'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 DHHL's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of DHHL.

### **SC-13 GENERAL CONDITIONS**

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



## STATE OF HAWAII

# SPECIAL CONDITIONS

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

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

### SC-15 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.

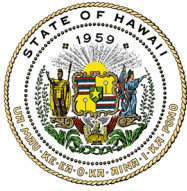
### SC-16 CONTRACTOR'S DAILY REPORT

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include, but not limited to, all items listed below:

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 with photos
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 with photos
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-17 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY [include if preference was applied in bid]

1. For the duration of the contract awarded utilizing the Hawai'i Apprenticeship Preference, the CONTRACTOR shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.



## STATE OF HAWAII

### SPECIAL CONDITIONS

2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor's authorized official, and submitted by the Contractor with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: <http://hawaii.gov/labor/wdd>
3. Should the Contractor fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the Contractor employs, the Contractor will be subject to the following sanctions:
  - a. Withholding of the requested payment until the required form(s) are submitted;
  - b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the Contractor; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or
  - c. Proceed to debar pursuant to HRS §103D-702.
4. If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the Contractor from submitting the certification forms, the Contractor shall not be penalized as provided herein, provided the Contractor completely and expeditiously complies with the certification process when the event is over.

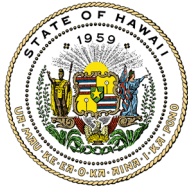
#### SC-18 INADVERTENT DISCOVERY OF HUMAN BURIALS

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

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

#### SC-19 CERTIFICATION

The CONTRACTOR and CONTRACTOR's Hawaii Licensed Professional Land Surveyor shall jointly certify the finish elevation of the new sewer line and sewer manhole referenced to mean sea level.



## STATE OF HAWAII

# SPECIAL CONDITIONS

### **SC-20 GEOTECHNICAL ENGINEER**

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

### **SC-21 FIELD OFFICE**

A field office for exclusive use of DHHL personnel or their representatives is not required. CONTRACTOR may provide a field office at their own expense.

### **SC-22 STANDARD SPECIFICATIONS**

The “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, September 1986,” as amended of the Department of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is 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 “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION,” and the various sections of the Special Conditions.

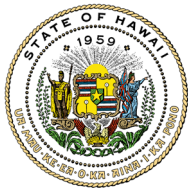
The “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005,” State of Hawaii and all applicable updates is by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005,” and the various sections of the Special Conditions.

The term “Standard Specifications” used in these contract documents refers to the “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, September 1986,” as amended of the Department of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii. Copies of the Standard Details are on file and may be inspected at the Division of Purchasing during regular business hours of the City and County of Honolulu. The term “DOT Standard Specifications” used in these contract documents refers to the “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005,” State of Hawaii and all applicable updates. Copies of the DOT Standard Specifications are available for purchase from State of Hawaii, Department of Transportation, Highways Division.

The work embraced herein shall be done in accordance with the Standard Specifications and DOT Standard Specifications insofar as they may apply.

### **SC-23 STANDARD DETAILS**





## STATE OF HAWAII

# SPECIAL CONDITIONS

The “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984,” as amended of the Department of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is 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 “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION,” and the various sections of the Special Conditions.

The term “Standard Details” used in these contract documents refers to the “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984,” as amended of the Department of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii. Copies of the Standard Details are on file and may be inspected at the Division of Purchasing during regular business hours of the City and County of Honolulu.

The work embraced herein shall be in accordance with the Standard Details insofar as they may apply.

### **SC-24 WATER QUALITY SPECIFICATIONS**

The “RULES RELATING TO WATER QUALITY,” County of Hawaii, 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,” County of Hawaii, Administrative Rules, Title 20, Department of Planning and Permitting, Chapter 3, adopted August 16, 2016, and all subsequent amendments and additions.

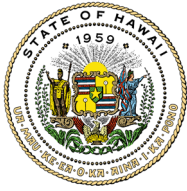
### **SC-25 WATER SYSTEM SPECIFICATIONS**

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.

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-26 CONTINGENT ITEMS**

Depending upon the site and soil conditions, and other factors, the Project Manager may



## STATE OF HAWAII

### SPECIAL CONDITIONS

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-27 CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

The CONTRACTOR's staging area may be located on Lot 59 or 131, as approved by the Construction Manager. Should the staging area measure more than one (1) acre, the CONTRACTOR will be responsible to apply for and obtain a National General Permit Coverage (NGPC) for Stormwater Associated with Construction Activities from the State Department of Health, Clean Water Branch, including associated fees, before starting any work.

Access to the project site will be from Desha Avenue.

#### **SC-28 COUNTY OF HAWAII INSPECTION**

All work within the proposed project site and any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the County of Hawaii. The CONTRACTOR shall make arrangements directly with the appropriate agencies to arrange for inspection of work. All work and/or fees necessary to comply with this item shall be considered incidental to the various contract items. No separate payment shall be made.

#### **SC-29 STATE GENERAL EXCISE TAX**

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.

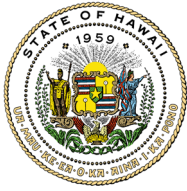
#### **SC-30 AS-BUILT DRAWINGS**

The CONTRACTOR shall provide as-built drawings. The As-Built drawings shall show the actual construction so that any future installments or tie-ins can be anticipated accurately.

The CONTRACTOR shall record all deviations from the drawings that were authorized by the Project Manager onto the copy of the field plans. The changes shall be recorded immediately after they have been constructed in place to assure they are recorded before they are forgotten.

The CONTRACTOR shall record the changes onto the field office plans using a red pencil. The CONTRACTOR shall stamp, sign and date each sheet of the field office plans. The stamp shall contain the words: "AS-BUILT DRAWINGS" and include a statement signed by the CONTRACTOR certifying that the drawings on the sheet accurately and completely





## STATE OF HAWAII

# SPECIAL CONDITIONS

reflect and show the actual as-built construction. The stamp format and wording shall be submitted to the Project Manager for prior approval.

The CONTRACTOR shall submit the marked-up field office plans for the project, stamped, signed and dated, to the Project manager after the improvements for each respective portion of the project have been completed.

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.

### **SC-31 RECORD DRAWINGS**

All changes shown on the As-Built drawings will be recorded on the original tracings, which will then become the record drawings. The Consultant(s) shall be responsible for preparing the Record Drawings. The Consultant(s) shall stamp, sign and date the Title Sheet tracing of the Record Drawings. The stamp shall contain the words "Record Drawings."

The CONTRACTOR shall review the changes made and certify the Record Drawings by signing and dating the Record Drawing Title Sheet tracing where indicated. Any deviations from the plans determined by the Project Manager to be missing from, incomplete, or inaccurately drawn on the As-Built Drawings shall be corrected on the Record Drawing tracings by the State and the CONTRACTOR shall be charged for the services. The State will keep a record of the associated cost impacts and deduct them from the Contract price.

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.

### **SC-32 FINAL SETTLEMENT OF CONTRACT**

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

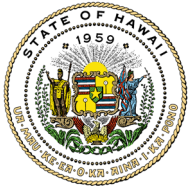
1. The CONTRACTOR shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be 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 and shall be considered incidental to the various contract items.

### **SC-33 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 A).



## STATE OF HAWAII

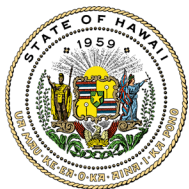
# SPECIAL CONDITIONS

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 DHHL.

The Project Sign shall be erected at a location directed by DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the signs. The 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 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 (see attachment). Payment for sign removal shall be incidental to said item.



## STATE OF HAWAII

# SPECIAL CONDITIONS

### EXHIBIT A (SC-33: 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.

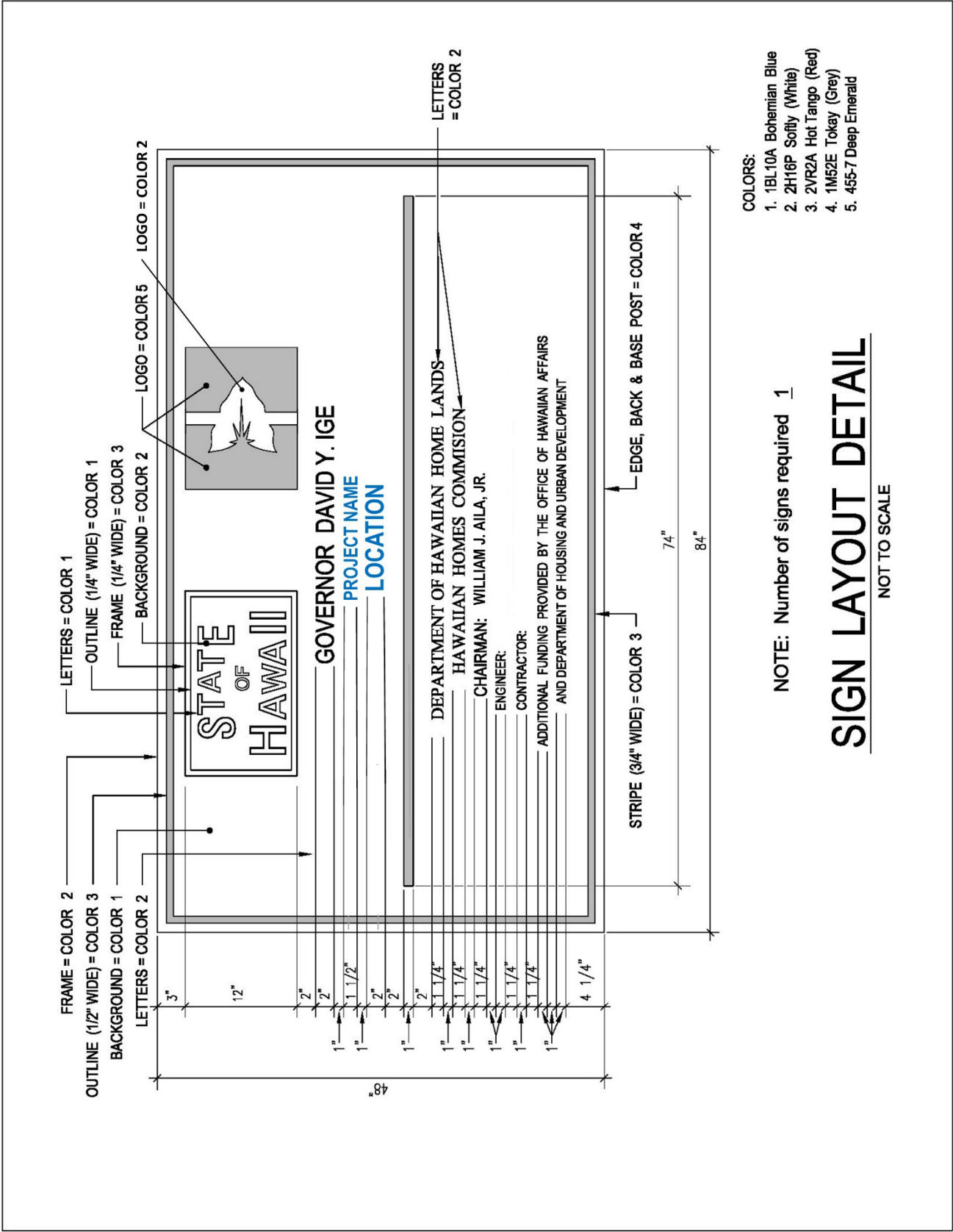
- |        |    |                       |
|--------|----|-----------------------|
| COLOR: | 1. | 1BL10A BOHEMIAN BLUE  |
|        | 2. | 2H16P SOFTLY (WHITE)  |
|        | 3. | 2VR2A HOT TANGO (RED) |
|        | 4. | 1M52E TOKAY (GRAY)    |

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

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



STATE OF HAWAII  
SPECIAL CONDITIONS



- COLORS:
- 1. 1BL10A Bohemian Blue
  - 2. 2H10P 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