

STATE OF HAWAI'I

DEPARTMENT OF HAWAIIAN HOME LANDS

91-5420 Kapolei Parkway, Kapolei, HI. 96707

SECTION 4

SAMPLE FORMS

for

WEST O'AHU SEWER IMPROVEMENTS – WAI'ANAE SUBDIVISION

WAI'ANAE, O'AHU, HAWAI'I

T.M.K. (1) 8-5-30:52-54, 88-99, & 111-125

(1) 8-5-31:13-25, 32-34, & 69-72

(1) 8-5-32:37-38

(1) 8-5-033:1-3, 35, 113-117, & 130-134

IFB No.: IFB-22-HHL-001

November 2022



NOTICE OF INTENTION TO BID

		Date:
Mr. William J. Ailā, Jr., Chair Hawaiian Homes Commission DEPARTMENT OF HAWAII 91-5420 Kapolei Parkway Kapolei, Hawaiʻi, 96707		
	Okuda, Land Development Intention to Bid due at 2:0	
Administrative Rules 3-122-1	, it is the intention of the Improvements, Wai'anae,	awai'i Revised Statutes and Hawai'i undersigned to bid on IFB No. IFB- O'ahu, State of Hawai'i, for which
Name of Firm		Contractor's License No.
Address	H:	awai'i General Excise Tax No.
City, State and Zip C	le T	Celephone No. / Facsimile No.
		e-mail address
	Respectfully sul	bmitted,
		Signature
		Print Name and Title
	I	Date:
The Department of Hay your Notice of Intention to Bi		dges on this date above, receipt of
	Ms. Sara Okud Land Develope	la, Project Manager

CORPORATE RESOLUTION (Name of Corporation - Use Letterhead)

]	I,			, Sec	retary	of _								
Corpora	ation, a				_ corp	orati	ion, c	lo hereb	у се	rtify	that the fol	llowi	ing is a f	full,
true and	l correct c	opy of	a resolu	ition (luly ac	lopte	ed by	the Bo	ard o	f Dir	ectors of s	aid (Corporati	ion,
at its	meeting	duly									Corporat			
							lress)							,
on the	(day of						, 20	, &	ıt wh	ich a quor	um	was pres	sent
and acti	ng throug	hout; a	and that	said r	esoluti	on h	as no	ot been	modi	fied,	amended o	or re	scinded	and
continue	es in full f	orce a	nd effect	:										
	"R	ESOLV	ED that	any	individ	ual	at the	time h	oldir	g the	position o	of		
	Pre	esident	or Vice I	Preside	ent, be,	and	each	of them	hereb	y is,	authorized t	0.		
	exe	ecute of	n behalf	of the	Corpor	atior	any	bid, proj	osal	or co	ntract for th	ie		
	sal	sale or rental of the products of the Corporation or for services to be												
	pe	rformed	by the	Corpo	ration a	and t	o exe	cute any	y bon	d req	uired by an	ıy		
	suc	ch bid j	proposal	or cor	ntract v	ith t	he U	nited Sta	ates (Gover	nment or th	ıe		
	Sta	ate of F	Iawaii o	the C	City and	d Co	unty	of Hono	lulu,	or ar	y County o	or		
	Mı	Municipal Government of said State, or any department or subdivision of												
	an	y of the	m."											
	IN WITN	ESS W	HEREC	F, I l	nave h	ereu	nto se	et my h	and a	ind at	ffixed the	corpo	orate sea	l of
said								Cor	porat	ion 1	this		day	of
			,	20	•									
							Secr	etary					_	
(Names Preside	and Addı nt	esses (of:)											

CR-1

Vice President Secretary

SAMPLE

STATE OF HAWAII

STANDARD

QUALIFICATION QUESTIONNAIRE

FOR

OFFERORS

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

June 16, 2003

To be filed with the procurement officer calling for offers in accordance with Section 103D-310, HRS, as amended.

Submitted By	 	 	
Address			
Date			
Date			

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1.	The statements contained in this Questionnaire are being furnished for consideration the following project:	on in submittii	ng an offer for
	(a) Project Title		
	(b) Location		
	(c) Bid Opening Date		
2.	The Questionnaire is being submitted in behalf of:	П	A Composition
	(a) Name of Offeror	-	A Corporation A Partnership
			An Individual A Joint-Venture
	(b) Address		
	(c) Telephone No		
	(d) Date Submitted		
3.	If the bid is submitted by a joint venture, composed of two or more individual firm comprising the joint venture must submit all information listed on pages 3 through Questionnaire and, in addition, answer the following:		
	(a) Members of joint Venture		
	(b) Date of Joint Venture Agreement		
	(c) Is agreement between members comprising the joint venture joint and several If not, state the terms of agreement in this respect:	liability?	

EXPERIENCE QUESTIONNAIRE

Su	□ A Corporation ubmitted by □ A Partnership							
Рr	Principal Office							
		nis questionnaire guar		curacy of all statements and of all answers to				
1.	name?							
2.	How many year Contractor]	rs experience in [constru ; (B) as a [action]Sub-Contractor]	has your organization had: (A) as a [General				
3.	Show what [contabulation:	nstruction] projects your	organization has comple	eted in the past five (5) years in the following				
(Contract Amt.	Class of Work	When Completed	Name and Address of Owner				
4.	why?			If so, state when, where and				

nerefore
Ias any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his wn name? If so, state name of individual, name of Owner and reason therefore.
n what other lines of business are you financially interested?
for what corporations or individuals in the past five (5) years have you performed work, and to whom do you efer?
for what counties within the State of Hawaii have you performed work and to whom do you refer?
for what Bureaus or Departments of the State government have you performed work and to whom do you refer?
Iave you performed work for the U. S. Government? If so, when and to whom do you refer?

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Su	bmitted by	A Partnership					
Pr	incipal Office	□ An Individual 					
Th	the signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made						
1.	In what manner have you inspected this proposed work? Explain in detail.						
2.	Explain your plan or layout for performing the proposed work.						
3.	The work, if awarded to you, will have the personal supervision of whom?						
4.	Do you intend to do the hauling on the proposed work with your own force? and type of equipment to be used	If so, give amount					
5.	If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract, and, if known, the name and address of sub-contractor or agent, amount and financial responsibility	type of his equipment and					
(IC · · · · · · · · ·					
6.	Do you intend to do grading on the proposed work with your own forces?equipment to be used						

7.	contract	t, and, if known, the	grading or perform it through an a	ctor or agent,	amount and t	ype of his equipment and
8.	Do you contract financia	intend to sublet and, and, if known, the	y other portions of the work?e name and address of the sub-cor	ntractor, amou	If some of the second s	so, state -amount of sub- f his equipment and
9.	From w	hich sub-contractor	rs or agents do you expect to requ	ire a bond?		
10.	What ed	quipment do you ov	vn that is available for the propos	ed work?		
Qua	antity	Item	Description, Size, Capacity,	Condition	Years of	Present Location
			Etc.		Service	

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost
12. How and		ay for the equipment to be purchased?	
13. Do you and reas	propose to rent angons for renting	y equipment for this work?	If so, state type, quantity

FINANCIAL STATEMENT

Submitted by	☐ A Corporation ☐ A Partnership						
Principal Office	An Individual						
The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made							
BALANCE SH	HEET						
As of	, 20						
<u>Assets</u>							
Current assets: Cash and cash equivalents (1) Short-term investments (2) Accounts receivable, net (3) Inventories (4) Costs and estimated earnings in excess of billings on uncompleted contracts (5) Prepaid expenses and other (6) Sub-Total Current Assets Property and equipment: Land (7) Buildings (8) Vehicles, machinery and equipment (9) Furniture and fixtures (10) Less accumulated depreciation Sub-Total Net Property and Equipment							
Other assets: Cash surrender value of life insurance policies (11) Deposits and other (12) Sub-Total Other Assets							
Total Assets:	\$						

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:	
Current portion of long-term debt (1)	\$
Accounts payable (2)	
Billings in excess of costs and estimated earnings	
on uncompleted contracts (3)	
Accrued liabilities and other (4)	
Sub-Total Current Liabilities	
Long-term debt, net of current portion (5)	
Sub-Total Liabilities & Long-term Debt:	\$
Stockholder's equity:	
Capital stock (6)	
Additional paid-in capital (7)	
Retained earnings	
Treasury stock (8)	()
Sub-Total Stockholder's Equity	\$
Total Liabilities and Stockholder's Equity	\$

DETAILS RELATIVE TO ASSETS

(1)	Cash and cash equivalents	:						
	Financial Institut							Amount
(2)	Short-term investments: Type of Security	<u>Co</u> \$	<u>st</u>				\$	Estimated Fair Value
		\$	\$		\$ _		\$	
(3)	Accounts receivable (list r	major debtors):						
	Completed contracts							
		Description		Completion Date		A 4	\$	Amount Receivable
			_		- - \$_			
	Other than completed con-	tracts						
	<u>Name</u>	<u>Description</u>			<u>Due</u>	<u>Date</u>	<u> </u>	Amount Receivable
	Less allowance for doub	tful accounts						()
(4)	Inventories							
	Description		\$_	Cost	<u>M</u> \$_	Tarket Value		Lower of Cost r Market Value
				_			\$	

DETAILS RELATIVE TO ASSETS (Continued)

(5)	<u>Name</u>	estimated earnings <u>Description</u>	Completion\$	Contract Amount	ompleted contra Costs and Estimated Earnings to Da \$	ate	Billings to Date	Costs and Estimated Earnings in Excess of Billings
(6)		penses and other		\$	\$			\$
					_		\$	Amount
(7)	Land							
		<u>Description</u>					\$	Amount
							<u> </u>	
(8)	Buildings						Ψ	
	<u>D</u>	Description						Amount
							<u> </u>	
(9)	Vehicles, r	nachinery and equ	ipment				7	
			Description	<u>on</u>			\$	Amount
							\$	
(10)	Furniture a	and fixtures	Description				\$	<u>Amount</u>

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of 1	ife insurance policies		D-:411.		
Key Employee	Insurance Company	Policy <u>Amount</u>	Paid-Up Additional Insurance \$	\$	CSV Amount
Less loans payable		\$	\$\$		(S
(12) Deposits and other					
	<u>Description</u>			\$	Amount
				<u>_</u> —	

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1)	Current portion	n of long-term debt (maturing	g within 12	months)			
	<u>Lender</u>	Description		Security Pledged		<u>Due Date</u>	_ \$_	Amount
(2)	Accounts paya	able (list major creditors)					\$ ₌	
	<u>Name</u>				\$_	Past Due <u>Amount</u>	\$	Amount
					\$ <u></u>		\$	
(3)	Billings in exc	ess of costs and estimated ea	rnings on u	ncomple	eted co	ntracts		
	<u>Name</u>		1	Contract Amount	Est	its and imated Billings to Date to D		Billings in excess of costs and Estimated Earnings
					\$	\$\$		\$
(4)	Accrued liabil	ities and other						
		Description	<u>on</u>				\$_	Amount
							- - \$_	
(5)	Long-term deb	ot, net of current portion						
	<u>Lender</u>	Description		Security <u>Pledged</u>		<u>Due Date</u>	_ \$_	Amount

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Ca	pital stock						
	Type of Stock	<u>Class</u>	No. of Shares <u>Authorized</u>	No. of Shares Issued and Outstanding	Par Val	ue	Amount \$
					_		
					_		\$
(7) Ac	lditional paid-in capi		<u>Description</u>				Amount
			<u>Description</u>			\$_	<u> 7 tinount</u>
						- \$ _	
(8) Tr	easury stock					_	
	Type of Stock		Class		lo. of hares	_ \$ _	<u>Cost</u>

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended	, 20	and 20	20	
	20	20		
Contract revenues	\$	\$		
Costs of contracts Gross income from contracts				
General and administrative expenses Income from operations				
Other income (expense) Income before income taxes				
Income taxes Net income				
Retained earnings, beginning of the year				
Retained earnings, end of the year	\$	\$		

If a corporation, answer this:	If a partnership, answer this:	
Capital paid in cash, \$	Date of organization	
When Incorporated		
In what State	State whether partnership is general or limited	d
Date registered in Hawaii		
President's name	Name and address of partners:	Age
Vice-President's name		
Secretary's name		
Treasurer's name		
		_
The undersigned hereby declares: that the fore partnership or corporation herein first named, as of the inducing the party to whom it is submitted to award therein named is hereby authorized to supply such party	the offeror a contract; and that any depository, vend	e express purpose of dor or other agency ent.
NOTE: A partnership must give firm name and signs of all partners. A corporation must give full corp name, signature of official, and affix corporate seal.		
Affi	davit for Individual	
STATE OF HAWAII		
COUNTY OF		
	being duly sworn, deposes and says	a that the foregoing
financial statement, taken from his books, is a true and acc answers to the foregoing interrogatories are true.	urate statement of his financial condition as of the date t	hereof and that the
Sworn to before me this	(Applicant must also sign	n here)
day of 20	-	
Notary P	ublic	
Affid	lavit for Partnership	
STATE OF HAWAII	•	
COUNTY OF		
member of the firm of	being duly sworn, deposes and	d says that he is a
member of the firm of with the books of the said firm showing its financial condifirm, is a true and accurate statement of the financial co foregoing interrogatories are true.	ition: that the foregoing financial statement, taken from indition of the said firm as of the date thereof and tha	the books of the said it the answers to the
Sworn to before me this	(Members of firm must a	lso sign here)
day of20		
	_	
Notary Public		
Affid	avit for Corporation	
STATE OF HAWAII	P	
COUNTY OF		
	om the books of the said corporation, is a true and accu	, the corporation showing its financial trate statement of the
Course to before we the	(000	
Sworn to before me this day of 20_	(Officer must also sign he	ere)
uay oi 20		
Notary Public		

LINDA LINGLE GOVERNOR



PROCUREMENT POLICY BOARD

LESLIE S. CHINEN DARYLE ANN HO GREGORY L. KING RUSS K. SAITO PAMELA A. TORRES

AARON S. FUJIOKA ADMINISTRATOR

STATE OF HAWAII STATE PROCUREMENT OFFICE

P.O. Box 119 Honolulu, Hawaii 96810-0119 Tel: (808) 587-4700 Fax: (808) 587-4703 www.spo.hawaii.gov

July 24, 2007

PROCUREMENT CIRCULAR NO. 2007-05

TO:	Executive Department Heads
FROM:	Aaron S. Fujioka Ollino S. Jujio
SUBJECT:	Bid Security, Contract Performance and Payment Bonds

This circular is issued to:

- 1) Rescind Procurement Circular No. 1998-09, dated November 23, 1998; and
- 2) Reissue amended bond forms Exhibits B, D, F, and includes the bond and acknowledgment forms Exhibits A, C, E, G, H, I, J, which did not require any changes. The forms are as required by HAR Subchapter 24, Chapter 3-122, and in accordance with HRS §§103D-323 to 103D-328.

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

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

1)	Exhibits B & D:
	Page 1, 2 nd paragraph, is amended to read: "WHEREAS, the above-bound Principal has [entered into] signed a Contract with Obligee [dated] on for the following project:"
2)	Exhibit F:
	a. Page 1, 2 nd paragraph, is amended to read: "WHEREAS: The Principal has by ble for use in solicitations [entered into] signed a contract with project:"
	b. Page 2, 5 th paragraph, is amended to read: "the performance of the Contract who has not been paid in full therefor after [two months] ninety days from the completion"
	c. Page 3, 1 st sentence, is amended to read: "The amount of this bond may be reduced in accordance with and subject to section [3-122-226] <u>3-122-225</u> , Hawaii Administrative Rules."

3) Exhibits A, C, E, G, H, I, J: No changes were made to these exhibits.

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

EXHIBIT A: Surety bid security titled "Surety [Bid] [Proposal] Bond", dated 11/17/98.

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

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

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

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

EXHIBIT F: Surety combination contract performance and p Not available for use in solicitations

Performance and Payment Bond*, dated 6/21/0 (Procurement Circular 2014-08)

EXHIBIT G: Surety contract performance bond for goods and services supplemental agreement titled "Performance Bond (Surety) for Supplemental Agreement for Goods and Services", dated 11/17/98.

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

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

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

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

Questions may be directed to Justin Fo at 586-0577 or Colin Tanaka at 586-0558, or call me at 587-4700.

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND

(11/17/98)

Bond No
KNOW TO ALL BY THESE PRESENTS:
That we,,
(Full Name or Legal Title of Offeror)
as Offeror, hereinafter called Principal, and, (Name of Bonding Company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Suret
in the State of Hawai'i, are held and firmly bound unto, (State/County Entity) as Owner, hereinafter called Owner, in the penal sum of
(Required Amount of Bid Security)
Dollars (\$), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS:
The Principal has submitted an offer for
(Project by Number and Brief Description)

NOW, THEREFORE:

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

-1- EXHIBIT A

Signed this	day of		·
		(Seal)	Name of Principal (Offeror)
			Signature
		(Seal)	Name of Surety
			Signature
			 Title

EXHIBIT B

PERFORMANCE BOND (SURETY)

(6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawai'i, are held and firmly bound unto the, (State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of
DOLLARS (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed a Contract with Obligee on
, for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

-1- EXHIBIT B

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

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

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

Signed this	_ day of	·
	(Seal)	Name of Principal (Contractor)
		* Signature
		Title
	(Seal)	Name of Surety
		* Signature
		Title

-2- EXHIBIT B

^{*}ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

EXHIBIT C

PERFORMANCE BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That	t we,,	
	(Full Legal Name and Street Address of Contractor)	
as Contracto	tor, hereinafter called Contractor, is held and firmly bound unto the	
	, its successors and assigns, as Obligee, hereinafter called county Entity) the amount of	
-		
	(Dollar Amount of Contract)	
payment of heirs, execu	(\$), lawful money of the United States of America, for the f which to the said Obligee, well and truly to be made, Contractor binds itself, utors, administrators, successors and assigns, firmly by these presents. Said evidenced by:	its
	Legal tender;	
	Share Certificate unconditionally assigned to or made payable at sight to	
	Description;	
	Certificate of Deposit, No, dated, issued by	У
	drawn on, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payab sight or unconditionally assigned to;	le at
	Cashier's Check No, dated, issued by	/
	drawn on, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payab sight or unconditionally assigned to	le at

-1- EXHIBIT C

	Teller's Check No	, dated	, issued by
	drawn on a bank, savings institution or o Insurance Corporation or the I sight or unconditionally assign	credit union insured by the National Credit Union Adm	Federal Deposit ninistration, payable at
	Treasurer's Check No	, dated	•
	drawn on		
	a bank, savings institution or of Insurance Corporation or the I sight or unconditionally assign	credit union insured by the National Credit Union Adm	Federal Deposit ninistration, payable at
	Official Check No		
	drawn on		
	a bank, savings institution or or Insurance Corporation or the I sight or unconditionally assign	credit union insured by the National Credit Union Adm	Federal Deposit ninistration, payable at
	Certified Check No. bank, savings institution or cre Insurance Corporation or the I	edit union insured by the F National Credit Union Adm	ederal Deposit ninistration, payable at
	sight or unconditionally assign	ied	
WHEREAS:			
	Contractor has by written agreen h Obligee for the following Proje		entered into a
h oroin off a	called Contract which Contract is	incorporated basels by the	foronce and made a
nereinaπer o part hereof.	called Contract, which Contract is	s incorporated nerein by re	rerence and made a

NOW, THEREFORE,

-2- EXHIBIT C

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

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

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

Signed this	day of	·	
	(Seal)	Name of Contractor	
		* Signature	
		 Title	

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT C

EXHIBIT D

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

KNOW TO ALL BY THESE PRESENTS:

That,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
, (Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawai'i, are held and firmly bound unto the(State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of
Dollars (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed Contract with the Obligee on for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

-1- EXHIBIT D

of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

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

Signed this	day of	
	(Saal)	
	(Seal)	Name of Principal (Contractor)
		* Signature
		Title
	(Seal)	Name of Surety
		* Signature
		Title

-2- EXHIBIT D

^{*}ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That	t we,		
	(Full Legal Name and Stre	et Address of Contracto	r)
as Contract	or, hereinafter called Contractor, is h	eld and firmly bound ur	nto the
	, its successors and	assigns, as Obligee, he	reinafter called
(State/Co	ounty Entity)		
Obligee, in	the amount of		
	(Dollar Amour	nt of Contract)	
payment of heirs, execu	\$), lawful money f which to the said Obligee, well and utors, administrators, successors and evidenced by:	truly to be made, Contra	actor binds itself, its
	Legal tender;		
	Share Certificate unconditionally	assigned to or made pa	yable at sight to
	Description		
	·		;
	Certificate of Deposit, No	, dated	, issued by
	drawn on a bank, savings institution or cred	dit union insured by the	, Federal Deposit
	Insurance Corporation or the Nat	ional Credit Union Admi	inistration, payable a
	sight or unconditionally assigned	to	
			;
П	Cashiar's Chack No	dated	issued by

-1- EXHIBIT E

drawn on		
bank, savings institution or cr	edit union insured by the	Federal Deposit
Insurance Corporation or the	National Credit Union Adr	ninistration, pay
sight or unconditionally assig	ned to	
		;
Teller's Check No		
drawn on a bank, savings institution or Insurance Corporation or the	•	e Federal Depos
sight or unconditionally assig	ned to	
Treasurer's Check No	, dated	
drawn on		
drawn on a bank, savings institution or	credit union insured by th	e Federal Depos
drawn on a bank, savings institution or Insurance Corporation or the	credit union insured by th National Credit Union Adr	e Federal Depos ninistration, pay
drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig	credit union insured by th National Credit Union Adr Ined to	e Federal Depos ministration, pay
drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig Official Check No	credit union insured by th National Credit Union Adr ned to, dated	e Federal Depos
drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig Official Check No drawn on a bank, savings institution or	credit union insured by th National Credit Union Adr ned to, dated credit union insured by th	e Federal Depos
drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig Official Check No drawn on a bank, savings institution or Insurance Corporation or the	credit union insured by th National Credit Union Adr ned to, dated credit union insured by th National Credit Union Adr	e Federal Depos ministration, pay, issued b e Federal Depos ministration, pay
drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig Official Check No drawn on a bank, savings institution or Insurance Corporation or the sight or unconditionally assig	credit union insured by th National Credit Union Adr ned to, dated credit union insured by th National Credit Union Adr	e Federal Depos ministration, pay, issued b e Federal Depos ministration, pay

-2- EXHIBIT E

sight or unconditionally assigned to
;
HEREAS:
The Contractor has by written agreement dated entered into a
entract with Obligee for the following Project:
preinafter called Contract, which Contract is incorporated herein by reference and made a

NOW, THEREFORE,

part hereof.

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

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

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

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which

-3- EXHIBIT E

may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this	day of		·	
		(Seal)	Name of Contractor	
			* Signature	

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-4- EXHIBIT E

EXHIBIT G

PERFORMANCE BOND (SURETY) FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That,
(Full Legal Name and Street Address of Contractor)
Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company)
Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a rety in the State of Hawaii, are held and firmly bound unto the, (State/County Entity)
successors and assigns, hereinafter called Obligee, in the amount of
DLLARS (\$), to which payment Principal and Surety bind themselves, eir heirs, executors, administrators, successors and assigns, jointly and severally, firmly these presents.
WHEREAS, the above-bound Principal has entered into a Contract with Obligee ted for
d entered into Supplemental Agreement No, dated for the
riod; reinafter collectively called Contract, which Contract is incorporated herein by ference and made a part hereof

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

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

-1- EXHIBIT G

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

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

Signed this	day of _		·
		(Seal)	Name of Principal (Contractor)
			* Signature Title
		(Seal)	Name of Surety
			* Signature
			Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-2- EXHIBIT G

EXHIBIT H

PERFORMANCE BOND FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That	we,		,
	(Full Legal Name and Str	reet Address of Contractor)	,,
as Contracto	or, hereinafter called Contractor, is	held and firmly bound unto the	
	, its successors and	Lassians as Obligos horoinaftor o	allod Obligoo
(State/Coun	tv Entity)	rassigns, as Obligee, hereinalter C	alled Obligee,
in the amour	nt of		
	(Dollar Amou	ınt of Contract)	
DOLLARS (S	\$), lawful mo	ney of the United States of Americ	a, for the
payment of v	which to the said Obligee, well and	truly to be made, Contractor binds	itself, its
heirs, execu	tors, administrators, successors an	d assigns, firmly by these presents	. Said
amount is ev	videnced by:		
	Legal tender;		
	Chara Cartificata una anditionally		abt to
	•	assigned to or made payable at si	
			······································
	Description		, , , , , , , , , , , , , , , , , , , ,
	Certificate of Deposit. No.	, dated	issued
	by		
	•		······································
		dit union insured by the Federal De	
	• • • • • • • • • • • • • • • • • • •	tional Credit Union Administration,	
	sight or unconditionally assigned	l to	
	Cashior's Chock No	, dated	drawn
	on	, ualeu	, urawii
	a bank savings institution or cre	dit union insured by the Federal De	enosit
	Insurance Corporation or the Na	tional Credit Union Administration,	pavable at
		l to	
	Teller's Check No	, dated	, drawn
	on		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		dit union insured by the Federal De	
	• • • • • • • • • • • • • • • • • • •	tional Credit Union Administration,	
	signt of unconditionally assigned	l to	

-1- EXHIBIT H

	Treasurer's Check No.	, dated	, drawn
	on a bank, savings institution or cred Insurance Corporation or the Nationally assigned to	onal Credit Union Admin	istration, payable at
	Official Check No on a bank, savings institution or cred		
	a bank, savings institution or cred Insurance Corporation or the Nationally assigned to	onal Credit Union Admin	iistration, payable at
	Certified Check Noaccepted by a bank, savings instit Deposit Insurance Corporation or payable at sight or unconditionally	ution or credit union insu the National Credit Unio	ured by the Federal on Administration,
WHEREAS:			
	Contractor has by written agreement Obligee for the following Project: _		
and entered	into Supplemental Agreement No	, dated; hereinafter colle	for the period ectively called Contract,
which Contra	act is incorporated herein by reference	ce and made a part here	of.

NOW, THEREFORE,

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

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

-2- EXHIBIT H

The amount of payments made in goo	_	ed by and to the extent of any payment or
Signed this	day of	,
	(Seal)	Name of Contractor
		* Signature
		 Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT H

EXHIBIT I

CONTRACTOR ACKNOWLEDGMENT

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS] (11/12/97)

CONTRACTOR ACKNOV	<u>VLEDGMENT:</u>		
STATE OF) : SS.		
COUNTY OI	=)		
On this	day of	, 19	, before me appeared
	a	nd	
to me known to be the p			y me duly sworn, did say
that he/she/they is/are _		and	of
the Contractor named in to sign said instrument i executed said instrumer	n behalf of the Con	tractor, and acknowle	•
(Notary Seal)		Notary Public State of	

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS] (11/12/97)

SURETY ACKNOWLEDGMENT:	
STATE OF	
COUNTY OF)
On this day of	, 19, before me personally came
	to me known to be the person described
in and, who, being by me, did depose a	and say that resides in
that is the Attorney-in-Fact of _	the corporation
described in and which executed the at	tached instrument; that knows corporate
seal of the said corporation; that the se	al affixed to the said instrument is such corporate
seal; and that it was so affixed by order	of the Board of Directors of the said corporation;
and that signed _	name thereto by like order.
(Notary Seal)	Notary Public
	State of
	My commission expires:

FORM 1

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

I.	Bidder's Identifying Information								
	A. Legal Business Name:								
	B. Project Bid Title & Reference No.:								
	C. Contact Person's Name:								
	1. Phone No.:	2. E-Mail:							
II.	Apprenticeable Trades To Be Employed*	B. Apprenticeship Sponsor* (One Sponsor Per Form)	C. No. Enrolled (# of apprentices currently enrolled as of	D. No. Completed (# of apprentices who completed the apprenticeship program in the 12 months					
	A. (List)	(One Sponsor Per Form)	bidder's request date)	prior to request date)					
	1.								
	2.								
	3.								
	4.								
	5.								
	6.								
III.	Bidder's Certification		•						
	I certify that the above information is accurate to the best of m result in criminal action. I give permission for outside sources								
	A. Name (Type) B. Title								
	A. Name (1996)								
	C. Signature (original signature required)	<u> </u>	D. Date						
IV.	Apprenticeship Sponsor's Contact Information								
	A. Training Coordinator's Name:								
	B. Address:								
	C. Phone No.:	D. E-Mail:	E. Fa	ax No:					
٧.									
	I certify that the above information is accurate to the best of m								
	in criminal action. I give permission for outside sources to be	contacted and for them to disclose any information nece	essary to verify the bidder's preferenc	e unaer Act 17.					
	A. Name of Authorized Official		B. Title						
	C. Signature (original signature required)		D. Date						

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

FORM 2

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

Γ.			1						
I. Contractor's Identifying Information				II. Reporting Period					
	A. Legal Business Name:			A. Month:	B.	Year:			
	B. Project Contract Title & Reference No.:								
	C. Contact Person's Name:								
	1. Phone No.: 2. E-Mail:								
III.	II. Apprenticeship Program (Complete a separate form for each apprenticeship program in which workers are employed on the project.)								
	A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name.)*	B. Was the contracto	r a pa	rty to the program during t	he <i>ent</i>	<i>'ire</i> report month?			
		1. Yes							
		2. No 🗌	f NO, s	tate applicable period and why	may be	subject to sanctions.)			
IV.	Contractor's Certification								
	I certify that the above information is accurate to the best of my knowledge. I understand the					nder Act 17 and may			
	result in criminal action. I give permission for outside sources to be contacted and for them	to disclose any information	necessa	ary to verify the bidder's prefere	nce.				
	A. Name (Type)		B. Titl	e					
	C. Signature (original signature required)		D. Da	ie					
٧.	Apprenticeship Sponsor's Contact Information								
	A. Training Coordinator's Name:								
	B. Address:								
	C. Phone No.: D. E-Mail:			E. Fax No:					
VI.	Apprenticeship Program Sponsor's Certification								
	I certify that the above information is accurate to the best of my knowledge. I understand the in criminal action. I give permission for outside sources to be contacted and for them to dis	nat my willful misstatement of close any information necess	facts n	nay cause forfeiture of the bidde verify the bidder's preference ur	r's prefe	erence and may result 17.			
	A. Name of Authorized Official		B. Titl	е					
	C. Signature (original signature required)	 -	D. Da	te					

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

CERTIFICATION OF COMPLIANCE FOR

EMPLOYMENT OF STATE RESIDENTS HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011

Project Title:	
Agency Project No:	
Contract No.:	
of Hawaii 2011-Employment of State hereby certify under oath, that I am an for the Project Contract indicated above compliance with HRS Chapter 103B, a	(Name of Contractor or Subcontractor Company) 7e,was in (Name of Contractor or Subcontractor Company) as amended by Act 192, SLH 2011, by employing a y percent are Hawai'i residents, as calculated according
	☐ I am an officer of the Contractor for this contract.
CORPORATE SEAL	☐ I am an officer of a Subcontractor for this contract.
	(Name of Company)
	(Signature)
	(Print Name)
	(Print Title)
Subscribed and sworn to me before this	Doc. Date: # of Pages1st Circuit
day of, 2011.	Notary Name: Doc. Description:
Notary Public, 1 st Circuit, State of Hawai'i My commission expires:	
	Notary Signature Date NOTARY CERTIFICATION

STATE OF HAWAII DEPARTMENT OF HAWAIIAN HOME LANDS LAND DEVELOPMENT DIVISION

DAILY PROJECT REPORT

			D.	AILY PROJ	ECI	REPOR	1				
PROJECT:								REPOI	RT NO.:		
									DATE:		
IFB / RFQ N	O.:								DAY		
CONTRA						SITE II	NSPECTOR:				
SUPERINTEN	NDANT:						PROJECT				
WE A THED							MANAGER:				
WEATHER:		LOUDY	DAINI	WINDY	CO	ONDITIC		MD	MIDI	N/	DUCTY
			RAIN	WINDY		DRY	DF	MP	MUDI) Y	DUSTY
WORKERS (ON THE	E PROJEC	<u>CT</u>								
TRADE:											
ENVIRONM	ENTAL	STRUC	T. STEEL	CARPENT	RY - RC	ЭН	DRYWA	LL	I I F	LECTRIC	AL - EXT
LANDSCAP		MASON		CARPENT			HARD T			LECTRIC	
GRADING		SPECIA	LIST	ROOFING			FLOORI		F	IRE SYST	EM
FOUNDATIO	ON I	OPERA'	TODE	WATERPF	OOE		CARPET			OL AD HC	T WATER
PILE		OPEKA	IOKS	WATERPR	тоог		CEILING	ı		OLAK HC	OI WAIEK
FOUNDATIO	ON -	LABOR	ERS	PAINTERS	3		AIR CO	ND / VENT	P	HOTOVO	LTAIC
REG REINF. STEI	EL	JANITO	PRS	GLASS / G	LAZIEI	RS	PLUMB	ER	S	НЕЕТМЕ	ΓAL
CLASSIFICATI	ION:	Foreman / C)nerator	•		NO. OF			TOTAL		
	<u> </u>	Laborers	perator			PEOPLE			HOURS		
WORK IN P	ı										l
, void ii vi	TO GILL										
ODCEDVED	DEFEC	TIVE / C	ODDECT	IVE WODI.							
OBSERVED	OBSERVED DEFECTIVE / CORRECTIVE WORK:										
OBSERVED	FOLID	MENT ON	I CITE.								
OBSERVED	EQUIP	VIENT OF	<u> </u>								
MATERIAL	C DEL IX	ZEDED TO	OD AN								
MATERIALS	S DELIV	ERED TO	<u>ODAY:</u>								
	ONE TO	ND 437									
TESTING DO	ONE IC	<u>DDAY:</u>									
QUESTIONS	OR PR	OBLEMS	<u>5:</u>								
DEMARKS											
<u>REMARKS:</u>	REMARKS:										

Daily Photos

Start of day	Main activity
Material, Equipment & Truck	Misc. activity
Testing / Inspectors	Weather
Sub's activity	Sub's personnel
Site / Clean-up	End of day
Prepared By	Reviewed and Accepted
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Signature and Date	Signature and Date