

**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-23-HHL-006 ("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)*

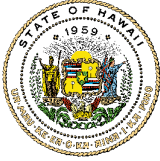
\_\_\_\_\_  
*(Date)*

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**

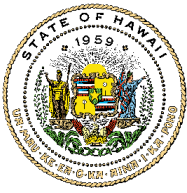
By \_\_\_\_\_  
(Signature)

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

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

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

Date \_\_\_\_\_



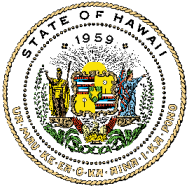
STATE OF HAWAII  
SCOPE OF SERVICES

**Project:** Site and Infrastructure Improvements for Hanapēpē Residential Lots, Phase 2  
**Location:** Hanapēpē, Waimea, Island of Kauaʻi  
**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-23-HHL-006 and in CONTRACTOR's proposal submitted on \_\_\_\_\_, 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.

The prices herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, including excavation and backfill, to install or to construct these items in place complete and in accordance with the plans and specifications.

- I Site Demolition (Items 1 to 3, inclusive)
- II Site Earthwork (Items 4 to 6, inclusive)
- III Site Improvements (Items 7 to 16 inclusive)
- IV Signage and Striping Improvements (Items 17 to 20, inclusive)
- V Water (Items 21 to 42, inclusive)
- VI Sewer (Items 43 to 56, inclusive)
- VII Drainage (Items 57 to 75, inclusive)
- VIII Basin (Items 76 to 83, inclusive)
- IX Erosion Control (Items 84 to 90, inclusive)
- X Electrical (Items 91 to 110, inclusive)
- XI Telecom/CATV (Items 111 to 130, inclusive)
- XII Miscellaneous Items (Items 131 to 139, inclusive)



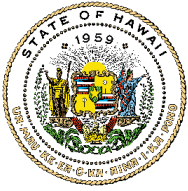
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: Site and Infrastructure Improvements for Hanapēpē Residential Lots, Phase 2
Location: Hanapēpē, Waimea, Island of Kaua‘i
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.

Table with 2 columns: Item Description and Amount. Items include Site Demolition, Site Earthwork, Site Improvements, Signage and Striping Improvements, Water, Sewer, Drainage, Basin, Erosion Control, Electrical, Telecom/CATV, and Miscellaneous Items. A TOTAL row is at the bottom.

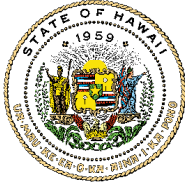


STATE OF HAWAII

**TIME OF PERFORMANCE**

**Project:** Site and Infrastructure Improvements for Hanapēpē Residential Lots, Phase 2  
**Location:** Hanapēpē, Waimea, Island of Kaua‘i  
**Contractor:** TBD

1. The Time of Performance for this Contract shall be Four Hundred and Fifty (450) 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.

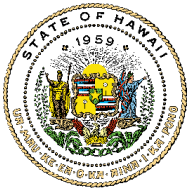
NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; 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)
(Print Name)
(Print Title, if designee of the Director of DHRD)

(Date)



STATE OF HAWAII  
SPECIAL CONDITIONS

**Project:** Site and Infrastructure Improvements for Hanapēpē Residential Subdivision, Phase 2  
**Location:** Hanapēpē, Waimea, Island of Kaua‘i  
**Contractor:** TBD

**SC-01 INTERCHANGEABLE TERMS**

The following terms are one and the same:

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

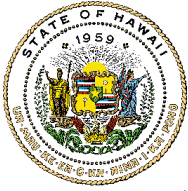
**SC-02 INSURANCE COVERAGE**

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

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

<u>Coverage</u>	<u>Limit</u>
<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
<b>Malicious Mischief</b>	100% Replacement Value
<b>Flood Insurance</b> , if applicable	Maximum Coverage available





STATE OF HAWAII

**SPECIAL CONDITIONS**

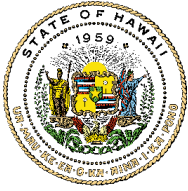
- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any subcontractor.

**SC-03**

**COMPLETION SCHEDULE AND LIQUIDATED DAMAGES**

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before [REDACTED] calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**SC-04 PROCESS THROUGH DHHL**

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale 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**

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**

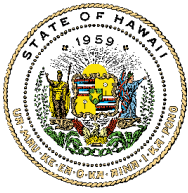
The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the \_\_\_\_\_

**SC-09 CONTRACTOR'S LICENSING**

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

**SC-10 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



STATE OF HAWAII

**SPECIAL CONDITIONS**

necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

**SC-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 the Department, designated Construction Inspector, the County of Kaua‘i, and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by the Department and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The CONTRACTOR shall therefore schedule the final inspection with the County of Kaua‘i, and notify the Department’s Project Manager one week prior to said inspection.

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

**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)

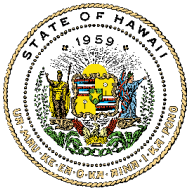
**SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

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 is unlawful if the contractors are paid with funds appropriated by a legislative body.

**SC- 15 CONTRACTOR’S DAILY REPORT**

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the Contractor
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed



## STATE OF HAWAII

**SPECIAL CONDITIONS**

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
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-16 STANDARD SPECIFICATIONS AND STANDARD DETAILS**

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

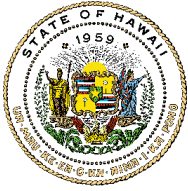
The work embraced herein shall be done in accordance with the DPW Standard Specifications and DPW Standard Details, insofar as they may apply.

**SC-17 STATE STANDARD SPECIFICATIONS**

The “Hawai‘i Standard Specifications for Road, Bridge and Public Works Construction,” Highways Division, Department of Transportation, State of Hawai‘i, 2005, as amended, and hereinafter referred to as the “State Standard Specifications” is by reference incorporated herein and made a part of these contract documents.

**SC-18 APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR’S RESPONSIBILITY**

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.
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*



STATE OF HAWAII

**SPECIAL CONDITIONS**

*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-19 COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

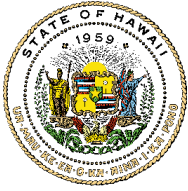
The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

**SC-20 ENERGY EFFICIENCY**

The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

**SC-21 ARCHAEOLOGICAL SITES**

The CONTRACTOR should be aware that archaeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Project Manager and the State Historic Preservation Division.



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**SC-22 WATER SYSTEM SPECIFICATIONS**

The “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Kaua‘i, 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 State of Hawai‘i Special Conditions.

The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” of the Department of Water Supply, County of Kaua‘i, dated 2002, and all subsequent amendments and additions.

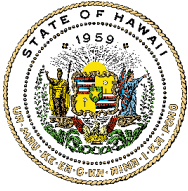
**SC-23 INADVERTENT DISCOVERY OF HUMAN BURIALS**

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 Project Manager, Office of Hawaiian Affairs and the Kaua‘i and Ni‘ihau Islands 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-24 GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm are anticipated. The CONTRACTOR shall engage the services of a geotechnical consultant per Proposal Item 137, Geotechnical Services. Any geotechnical costs shall be per the allotted allowance in the contract. No separate payment shall be made. In addition, Geotechnical services are subject to approval by DHHL or the CM.



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**SC-25 SOILS INVESTIGATION AND REPORT**

Subsurface soil investigations have been made at the subdivision site. A copy of the complete soils report entitled “DHHL Hanapēpē Residential Subdivision, Phase 2 Preliminary Geotechnical Recommendations for Design”, dated April 7, 2022, prepared by Geolabs, Inc. is available with these bid documents.

Contract specifications shall control over soils report on contradictory requirements.

**SC-26 FIRE PREVENTION PLAN**

The site is dry and subject to fires. As such, the CONTRACTOR shall prepare a Comprehensive Fire Prevention Plan, submit a copy to the Construction Manager, inform all workers, including subcontractor personnel assigned, post the regulations clearly at the site and enforce the plan.

**SC-27 EARTHWORK QUANTITIES**

Prior to any grading operations, the CONTRACTOR shall submit to the Project Manager a list of estimated quantities for excavation/embankment to complete the drainage grading work. The CONTRACTOR is responsible to dispose of all excavated material offsite unless otherwise approved by the Project Manager. Borrow material may be imported prior to completion of all excavation work; however, CONTRACTOR is responsible to ensure that the imported material meets the project specifications and testing results are provided to the Project Manager, then authorized by the Project Manager. CONTRACTOR is responsible to ensure that there is adequate site area to store imported materials. CONTRACTOR is responsible to restore the area used to store imported materials to similar or better condition.

**SC-28 ENGINEERING WORK**

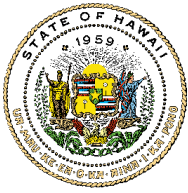
The DHHL may engage the Consultants for limited construction observations to supplement the inspections performed by the State and respective Counties. The Consultant’s authority shall be as described in the DHHL Interim General Conditions 5.4.

**SC-29 STATE GENERAL EXCISE TAX**

This project is exempt from the State of Hawai‘i General Excise Tax. The CONTRACTOR’s prices shall exclude the General Excise Tax for all work.

**SC-30 COORDINATION WITH LESSEES**

Due to the presence of Lessees living on properties contained within this project, CONTRACTOR is responsible for communicating with all responsible owners of the subject properties from the beginning to end of the project term.



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**SC-31 ACCEPTANCE**

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

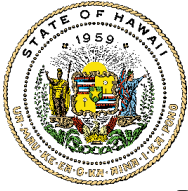
1. All labor has been performed and all materials supplied and incorporated into the work of improvement as provided in the Contract Documents in a good and workmanlike manner.
2. The project and the job site are in a "clean" condition completely free of all trash, rubbish, debris, dirt, smudges, etc., and all of Contractor's and subcontractors' tools and equipment, as well as any leftover materials and inventory, have been removed from the project and the job site.
3. All persons, firms and corporations, including all laborers, materialmen, suppliers and subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the construction, including, but not limited to, all persons who could file a claim of lien, have been paid in full and have submitted their final statements (Final Contractor's, Subcontractor's, and/or Materialmen's Voucher Release and Waiver of Lien) with a waiver of all rights to mechanic's lien, stop notice or recourse against the surety on the bond, if any, in form and substance acceptable to the Owner in its sole discretion.
4. Contractor submits to the Department an affidavit that such waiver of lien rights or releases includes all of the labor and materials for which any lien could be filed.
5. All work requiring inspection by any governmental authority has been duly inspected and written approval by such authority is received by the Construction Manager.
6. All requisite certificates of occupancy and other governmental approvals, letters of acceptance, licenses and permits have been issued and received by the Construction Manager.
7. The Department has received one complete set of "as-built" drawings and Contractor's certification.
8. The Department and/or Construction Manager have certified the completion of the project is in accordance with the plans and specifications.

**SC-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.





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Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

**SC-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

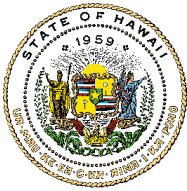
PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

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.

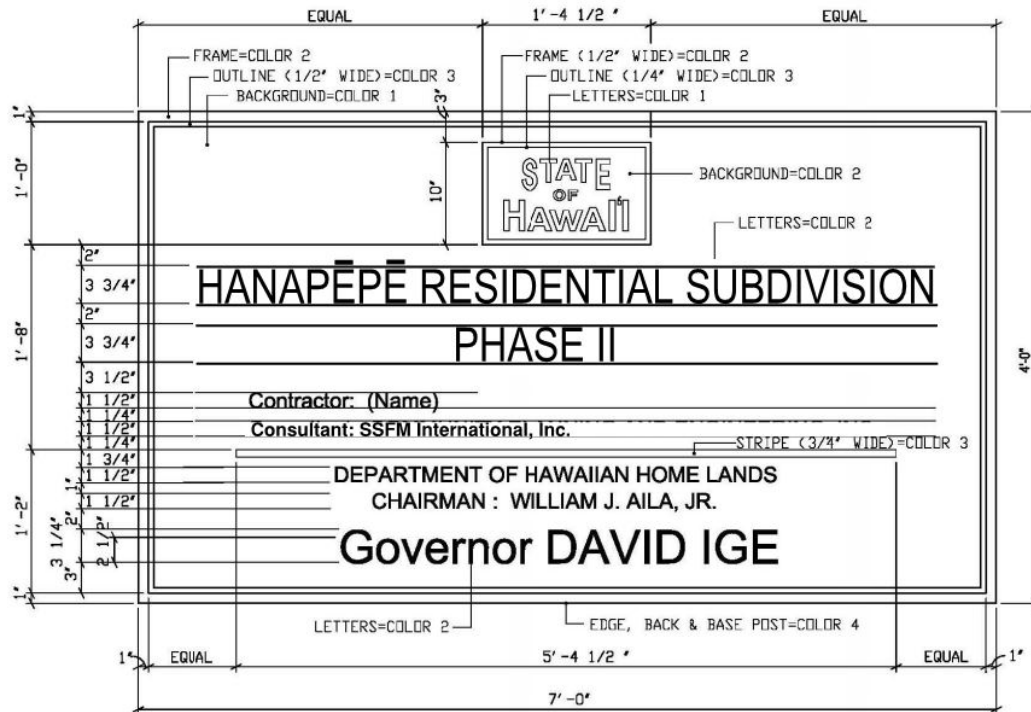
COLOR:

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



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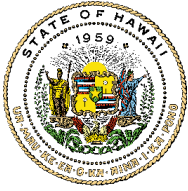
Project Signs  
01581-3



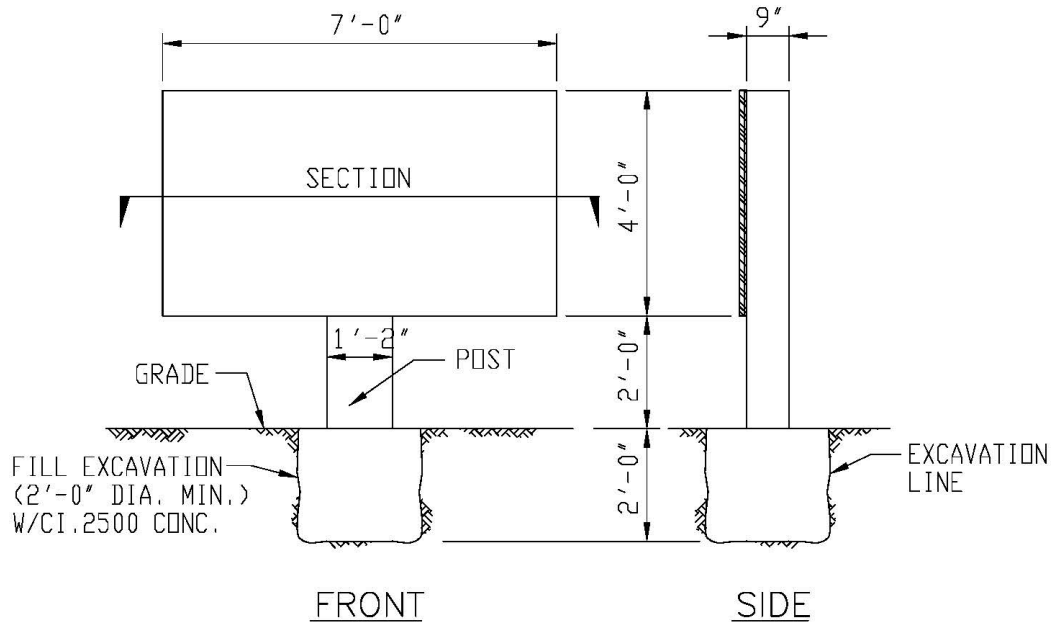
NOTE: Number of signs required 1

## SIGN LAYOUT DETAIL

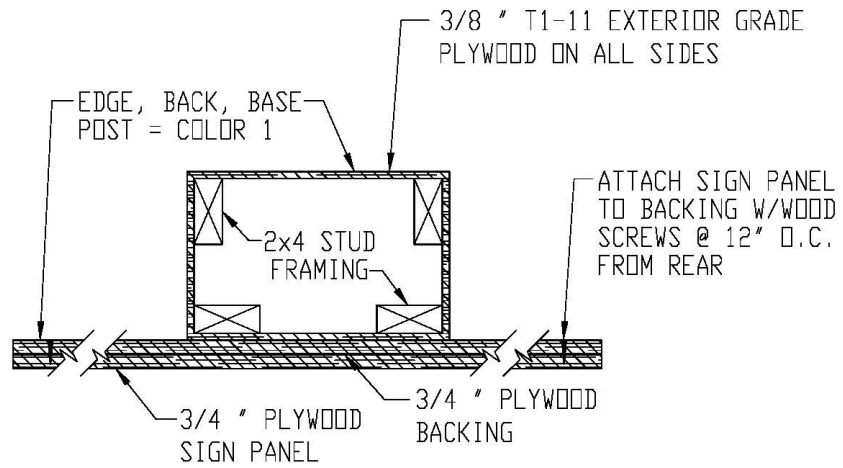
NOT TO SCALE



# STATE OF HAWAII SPECIAL CONDITIONS



ELEVATIONS  
NOT TO SCALE



SECTION  
NOT TO SCALE



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**SC-34            ENDANGERED SPECIES**

The CONTRACTOR shall abide by the Endangered Species Act of 1973. The Endangered Species Act is a national policy that is designed to protect critically imperiled species from extinction as a consequence of economic growth and development. The Act is administered by the U.S. Fish and Wildlife Service and the National Marine Fisheries Service.

Discussion: The Project will adhere to the regulations established by the Federal Endangered Species Act, and State and County regulations for the protection of endangered species. It is unlikely that the proposed Project will have a significant adverse impact on any plant species state or federally listed as threatened or endangered, candidate species for listing as endangered, species of concern, or rare native Hawaiian plant species. The Project area is highly disturbed, comprising of abandoned agricultural land now dominated by guinea grass grassland, residences, and an industrial lot, and with 96% of the flora being nonnative. It is recommended that, before any major vegetation clearing is conducted, the interior of the 357-acre parcel should be surveyed on foot during to confirm the presence or absence of any native plant species.

No native wildlife species were observed in the Project area at the time of the survey. However, the vast open grasslands in Mauka Site appear to provide suitable habitat for various species. The endangered Hawaiian petrel threatened Newell's shearwater, and wedge-tailed shearwater are seabird species known to occur on Kaua'i and transit through the Project area (SOS 2018, USFWS 2019). Furthermore, seabird diverters were observed on the utility wires along Kaumuali'i Highway near the southwestern end of the Project area suggests that seabirds frequent the Project area during the February-December seabird breeding season and tall overhead powerlines present a collision hazard to these birds in this area. Similarly, recent Save Our Shearwaters fallout records (SOS 2018) also indicate that fledgling seabirds are attracted to external lights in adjacent urban areas and external lights pose a light attraction hazard during the seabird fallout season from September 15 to December 15 in this area.

The Project will incorporate measures to avoid or minimize potential impacts, such as limiting the quantity, and shielding street lights, community park lighting, and external lights on buildings. Hawaiian hoary bats are known to occur on Kaua'i (Tomich 1986) and their presence in the Project area cannot be ruled out. Consequently, no trees greater than 15 feet tall should be trimmed or removed during the bat pupping season from June 1 to September 15.

**SC-35            SOLID WASTE DISPOSAL/RECYCLING**

The CONTRACTOR shall dispose of all solid waste generated during construction.



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**SC-36 CERTIFICATION**

The Contractor and the Contractor’s Licensed Professional Land Surveyor shall jointly certify that the road grading and lot grading and instillation of utilities, ditches, and swales were built to the lines and grades shown on the project plans.

**SC-37 RECORD DRAWINGS**

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

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

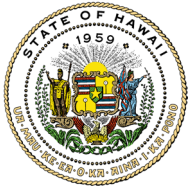
Additions	-	RED
Deletions	-	GREEN
Comments	-	BLUE
Dimensions	-	GRAPHITE*

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

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

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

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



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FIELD POSTED AS-BUILT

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

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

**SC-38 CONTINGENT ITEMS**

The quantity shown in the Bid Form for contingent items is approximate only and for the purpose of obtaining a unit price bid. The quantity may vary depending on the field conditions. Payment for contingent items shall be made by multiplying the number of units authorized by the Engineer of such contingent item incorporated in the work by the unit price for such item as set forth in the Bid Form. Adjustments in the total lump sum bid price shall be made accordingly.

**SC-39 POWER SYSTEM**

Electrical power will be provided by Kaua‘i Island Utility Cooperative (KIUC) via the existing overhead electrical distribution system running along Moi Road. Preliminary discussions with KIUC indicate there is existing capacity to support the Project. New KIUC underground infrastructure is anticipated and will likely follow the alignment of the new roadways within road right-of-way.



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**SC-40 CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

Contractor shall be responsible for determining the staging area and final route in and out of the project site in coordination with the DHHL and for obtaining right-of-entry from the DHHL.

**SC-41 AIR QUALITY AND NOISE**

Air quality in the Hanapēpē area is not rated on the Air Quality Index provided by the Hawai'i Department of Health, Environmental Health Division. However, the air quality in Hanapēpē is considered satisfactory and air pollution poses little to no risk. The Project area is surrounded by non-active agricultural areas and residential uses. Air quality in the vicinity of the Project is mostly affected by emissions from vehicular sources which emit carbon monoxide, nitrogen oxides, hydrocarbons and other air pollutants.

There are two potential types of air pollution emissions that could directly result in short-term air quality impacts during Project construction phases: (1) fugitive dust from soil excavation, aggregate processing and vehicle movement, and (2) exhaust emissions from on-site construction equipment. Indirectly, there also could be short-term air quality impacts from addition of construction vehicular traffic on Moi Road, from slow-moving construction equipment traveling to and from the Project site, and from a temporary increase in local traffic caused by commuting construction workers.

Fugitive dust emissions from construction activities are difficult to estimate accurately because of their elusive nature of emission and because the potential for dust generation varies greatly depending upon the type of soil at the construction site, the amount and type of dirt-disturbing activity taking place, the moisture content of exposed soil in work areas, and the wind speed.

On-site mobile and stationary construction equipment also will emit air pollutants from engine exhausts. The largest of this equipment is usually diesel-powered. Nitrogen oxide emissions from diesel engines can be relatively high compared to gasoline powered equipment, but the standards for nitrogen dioxide are set on an annual basis and are not likely to be violated by short-term construction equipment emissions. Indirectly, slow-moving construction vehicles on roadways leading to and from the Project site could obstruct the normal flow of traffic to such an extent that overall vehicular emissions increase.

Noise levels in the area are fairly low and are primarily associated with vehicles traveling along the highway and Moi Road.

**Potential Impacts and Mitigation Measures**

The proposed Project will have short-term construction related impacts on noise and air quality, but impacts will be mitigated through best management practices, including



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applicable measures to control fugitive dust found in Hawai‘i State Department of Health, Clean Air Branch’s Standard Comments for Land Use Reviews.

Mitigating construction noise at the source is the most effective form of noise control and most construction equipment will follow appropriate noise control. Construction will be mitigated by best management practices in accordance with State Department of Health and County of Kaua‘i construction permit conditions. During Project construction, the dominant noise sources will likely be earth moving equipment, such as bulldozers and diesel-powered trucks.

Short-term impacts on air quality are anticipated to result from fugitive dust during Project construction phases. Because of this, an effective dust control plan for the period of construction should be prepared and implemented. After construction, any long-term impacts on air quality from motor vehicle traffic related to this Project will likely be negligible.

Adequate fugitive dust control can usually be accomplished by the establishment of a frequent watering program to keep bare-dirt surfaces in active construction areas from becoming significant sources of dust. Control regulations will further stipulate that open-bodied trucks be covered at all times when in motion if they are transporting materials likely to give rise to airborne dust. Haul trucks tracking dirt onto paved streets from unpaved areas are oftentimes a significant source of dust in construction areas. Some means to alleviate this problem, such as tire washing or road cleaning, may be appropriate. Dust monitoring will be considered as a means to quantitatively evaluate the effectiveness of dust control measures.

On-site mobile and stationary construction equipment air pollutant impacts will be mitigated by moving heavy construction equipment during periods of lower traffic volume. Likewise, the schedules of commuting construction workers may be adjusted as needed to avoid peak hours in the Project vicinity.

After the period of construction, long-term impacts on air quality from motor vehicle exhausts can potentially occur at or near any location that attracts large volumes of motor vehicle traffic. Carbon monoxide emissions are usually the primary issue, and public areas near traffic-congested intersections are the main concern. The Project’s traffic impact analysis indicates that the existing traffic level of service at these intersections is reasonably good, and in the future condition, it was found that with construction of the Project this would continue to be the case. Considering the small Project-related traffic volumes that are expected and the reasonably good traffic level of service that is forecast, traffic from the proposed Project should have no measurable long-term impacts on air pollution levels in the Project area.

### **SC-42 FLORA AND FAUNA**

A team of biologists from H.T. Harvey and Associates conducted a flora and fauna survey of the Project area on March 4, 2019.





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Most of the inaccessible interior of the Project area can be described as grassland habitat. Because this area has a long history of intensive cultivation, there are almost no traces of original vegetation at the site today. It is covered with dense, monotypic stands of dead guinea grass (*Megathyrsus maximus*) with scattered haole koa trees (*Leucaena leucocephala*). Unlike in the aerial photographs of the Project area, the Kukamahu Gulch habitat could not be distinguished when scanning the interior of the Project area from the eastern and southern borders. However, limited access to the southernmost portion of the gulch which runs parallel to the Highway revealed that the gulch was dry. The gulch constitutes a sharp drop of about 30 ft. from the edge of the Highway right-of-way. The western end of the gulch is comprised of large ‘opiuma trees (*Pithecellobium dulce*) with hardly any understory vegetation.

A total of 53 plant species were observed in the surveyed parts of the Project area. Fifty-one (96%) of these are either cultivated or naturalized and two species (4%): hoary abutilon (*Abutilon incanum*) and ‘uhaloa (*Waltheria indica*) are believed to be indigenous to the Hawaiian Islands (Wagner et al., 1999). No plant species state- or federally-listed as threatened or endangered, or candidates for listing, and no rare native Hawaiian plant species were observed in the accessible parts of the Project area. The Project area does not contain proposed or designated critical habitat for threatened or endangered plant species. The main vegetation types observed are provided in Table 2.

Fourteen (14) bird species, all nonnative introduced species were seen during the survey of the Project area. Seven (7) of these species are designated as injurious species on the state list of injurious wildlife (DLNR, 2015) and are known to be harmful to agriculture, aquaculture, or indigenous wildlife or plants or to constitute a nuisance or health hazard: cattle egret (*Bubulcus ibis*), zebra dove (*Geopelia striata*), spotted dove (*Streptopelia chinensis*), Japanese white-eye (*Zosterops japonicus*), chestnut munia (*Lonchura atricapilla*), white-rumped shama (*Copsychus malabaricus*), and rose-ringed parakeet (*Psittacula krameri*). The first four of these species were either abundant or commonly found on the Project site, while the latter three were uncommon and rare, respectively, on the site. The other common and abundant urban bird species observed during the course of the survey were all nonnative introduced species typically seen in lowland areas. These included the common myna (*Acridotheres tristis*), northern cardinal (*Cardinalis cardinalis*), house finch (*Carpodacus mexicanus*), domestic pigeon or rock dove (*Paroaria coronata*), red-crested cardinal (*Paroaria coronata*), and domestic chicken (*Gallus domesticus*). Hawaii’s only native land mammal is the ‘Ōpe‘ape‘a, the endangered Hawaiian hoary bat (*Lasiurus cinereus semotus*), which can be found throughout Kaua‘i, Maui, Oahu, and Hawai‘i islands. They roost in native and non-native trees alike, and often forage in area like the borders between forest and pasture lands, forest road corridors, streams, bays and inlets.

Although no Hawaiian seabirds were observed, there was evidence of the presence of seabirds in the area. The electrical transmission lines along Kaunualū‘i Highway near the southwest corner of the property have bird diverters attached, which function to visually warn seabirds transiting the area of the presence of power lines. A check of the Kaua‘i Humane Society’s Save Our Shearwaters (SOS) Program seabird fallout records indicate



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that Hanapēpē and ‘Ele‘ele areas experience fallout of the threatened Newell’s shearwater (*Puffinus newelli*), Hawaiian petrel (*Pterodroma sandwichensis*), and wedge-tailed shearwater (*Puffinus pacificus*) on an annual basis. The fallout records in close proximity to the Project site indicate that these species fly near or over the Project site on an annual basis. The main faunal types observed are provided in Table 3.

**TABLE 2: MAIN VEGETATION TYPES OBSERVED IN HANAPĒPĒ**

AREA	DOMINANT VEGETATION
6-acre industrial parcel	Mixed-scrub vegetation, ornamental plants, variety of trees and shrubs (haole koa, monkeypod, ‘opiuma), ‘uhaloa
Hanapēpē Road	Haole koa shrubland, guinea grass, buffel grass, creeping indigo
Project Area interior	Grassland habits, dead guinea grass, scattered haole koa trees
Kukamahu Gulch	‘Opiuma trees, castor bean shrubs, haole koa, guinea grass

**TABLE 3: MAIN FAUNAL TYPES OBSERVED IN HANAPĒPĒ**

TYPE OF FAUNA	OBSERVATION/DESCRIPTION
Non-native birds	Cattle egret, zebra dove, spotted dove, Japanese white eye, chestnut Munia, rose-ringed parakeet, common myna, domestic pigeon, domestic chicken
Native birds/ mammals	None
Non-native mammals	domestic and feral cats, domestic horses

**Potential impacts and mitigation measures**

It is unlikely that the proposed Project will have a significant adverse impact on any plant species state or federally listed as threatened or endangered, candidate species for listing as endangered, species of concern, or rare native Hawaiian plant species. The Project area is highly disturbed, comprised of abandoned agricultural land now dominated by guinea grass grassland, residences, and an industrial lot, and with 96% of the flora being nonnative. The two indigenous plant species found in the Project area commonly occur on Kaua‘i and the other Main Hawaiian Islands. However, it should be noted that the vast majority of the Mauka Site could not be surveyed on foot and was only able to be scanned using binoculars. It is possible that since agricultural practices were abandoned, some native plant species recruited and found refuge in suitable pockets of the Project area not invaded by the surrounding weedy vegetation (e.g. near the gulch habitat). Therefore, it



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is recommended that, before any major vegetation clearing is conducted, the interior of the 357-acre parcel should be surveyed on foot to confirm the presence or absence of any native plant species.

No native wildlife species were observed in the Project area at the time of the survey. However, the vast open grasslands of the Mauka Site appear to provide suitable habitat for Hawaiian short-eared owl (*Asio flammeus sandwichensis*) or pueo. This area also likely provides habitat for non-native barn owl (*Tyto alba*) and introduced game birds such as ring-necked pheasant (*Phasianus colchicus*), gray francolin (*Francolinus pondicerianus*); black francolin (*Francolinus francolinus*); and Erckel's francolin (*Francolinus erckelii*) (DLNR, 2019). These species are relatively common and distributed throughout the State and have open grassland habitat available in adjacent fallow agricultural land and pasture areas. On-foot surveys for seabirds were not conducted. However, the endangered Hawaiian petrel, threatened Newell's shearwater, and wedge-tailed shearwater are seabird species known to occur on Kaua'i and transit through the Project area (SOS 2018, USFWS 2019). Furthermore, seabird diverters were observed on the utility wires along Kaunuaui Highway near the southwestern end of the Project area suggests that seabirds frequent the Project area during the February-December seabird breeding season and tall overhead powerlines present a collision hazard to these birds in this area. Similarly, recent Save Our Shearwaters fallout records (SOS 2018) also indicate that fledgling seabirds are attracted to external lights in adjacent urban areas and external lights pose a light attraction hazard during the seabird fallout season from September 15 to December 15 in this area.

The further development of powerlines and external artificial lighting present an additional risk to seabirds, if not minimized or avoided (KIUC 2011). It is recommended that the Project incorporate measures to avoid or minimize potential impacts, such as limiting the quantity of, and shielding street lights, community park lighting, and external lights on buildings. Nighttime work that requires outdoor lighting would need to be avoided during the seabird fledging season from September 15 through December 15.

Hawaiian hoary bats are known to occur on Kaua'i (Tomich 1986) and their presence in the Project area cannot be ruled out. No trees greater than 15 feet tall should be trimmed or removed during the bat pupping season from June 1 to September 15.

State listed waterbirds have the potential to occur in the vicinity of the Project. If any of the waterbird species are present during construction, then all activities within 100 feet should cease and the bird(s) should not be approached. Work may continue after the bird leaves the area of its own accord. If a nest is discovered at any point, the Kaua'i Division of Forestry and Wildlife (DOFAW) office should be contacted.

In their comments submitted on the Draft EA, DOFAW noted concerns about attracting vulnerable birds to areas that may host nonnative predators such as cats, rodents, and mongoose, and recommended actions to minimize predator presence; remove cats, place bait stations for rodents and mongoose, and provide covered trash receptacles. DOFAW recommended minimizing the movement of plant or soil material between worksites, such



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as in fill. Soil and plant material may contain invasive fungal pathogens (e.g. Rapid 'Ohi 'a Death), vertebrate and invertebrate pests, or invasive plant parts that could harm our native species and ecosystems and consulting the Kaua'i Invasive Species Committee in planning, design, and construction of the project to learn of any high-risk invasive species in the area and ways to mitigate spread. In addition, the following minimization measures would be followed:

1. All equipment, materials, and personnel should be cleaned of excess soil and debris to minimize the risk of spreading invasive species. Gear that may contain soil, such as work boots and vehicles, should be thoroughly cleaned with water and sprayed with 70% alcohol solution to prevent the spread of Rapid 'Ohi'a Death and other harmful fungal pathogens; and
2. Use of native plant species for landscaping if appropriate for the area (i.e. climate conditions are suitable for the plants to thrive, historically occurred there, etc.).

### SC-43 NATURAL HAZARDS

Kaua'i island is subject to various natural hazards. Flooding, wildfires, and tsunamis are the main risks. The vulnerability of the Project site to these hazards is described below.

#### a. Flood Hazard Risk

The Project area is designated as an area of minimal flood hazard, Flood Zone X, on the Federal Emergency Management Agency Flood Insurance Rate Maps. Zone X is determined to be outside the 500-year flood zone, with minimal risk of flooding.

#### b. Wildfire Hazard Risk

The State Department of Land and Natural Resources Division of Forestry and Wildlife identified the Mauka Site as in the "N/A" zone for risk to wildfire hazards. However, due to drier weather, hotter temperatures and stoppage of agricultural uses on the Project site, the risk of wildfire is high, and development of the site would help to mitigate the risk of wildfire substantially, with appropriate firebreaks provided between developed and open areas. Based on community concerns, DHHL Land Management Division recently (in 2019) cleared the area behind the existing residential homestead lots to create a fire break as a safety measure in the event of wild fire.

#### c. Tsunami Risk

The Pacific Disaster Center has identified the Makai Site as being within the Tsunami Evacuation Zone. The larger Mauka Site is determined to be outside the Tsunami Evacuation Zone.

#### d. Flooding & Sea Level Rise

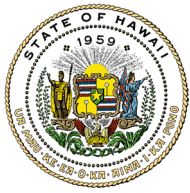


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Both the Makai and Mauka Sites are designated as Flood Zone X on the Federal Emergency Management Agency Flood Insurance Rate Maps. Flood Zone X is determined to be outside the 500-year flood zone, with minimal risk of flooding. Both sites are located outside of the 3.2-foot Sea Level Rise Exposure Area (SLR-XA) from the Hawai'i Sea Level Rise Vulnerability and Adaptation Report. The Makai Site is located adjacent to but outside of the 3.2-foot Sea Level Rise Exposure Area SLR-XA. See Figure 8.

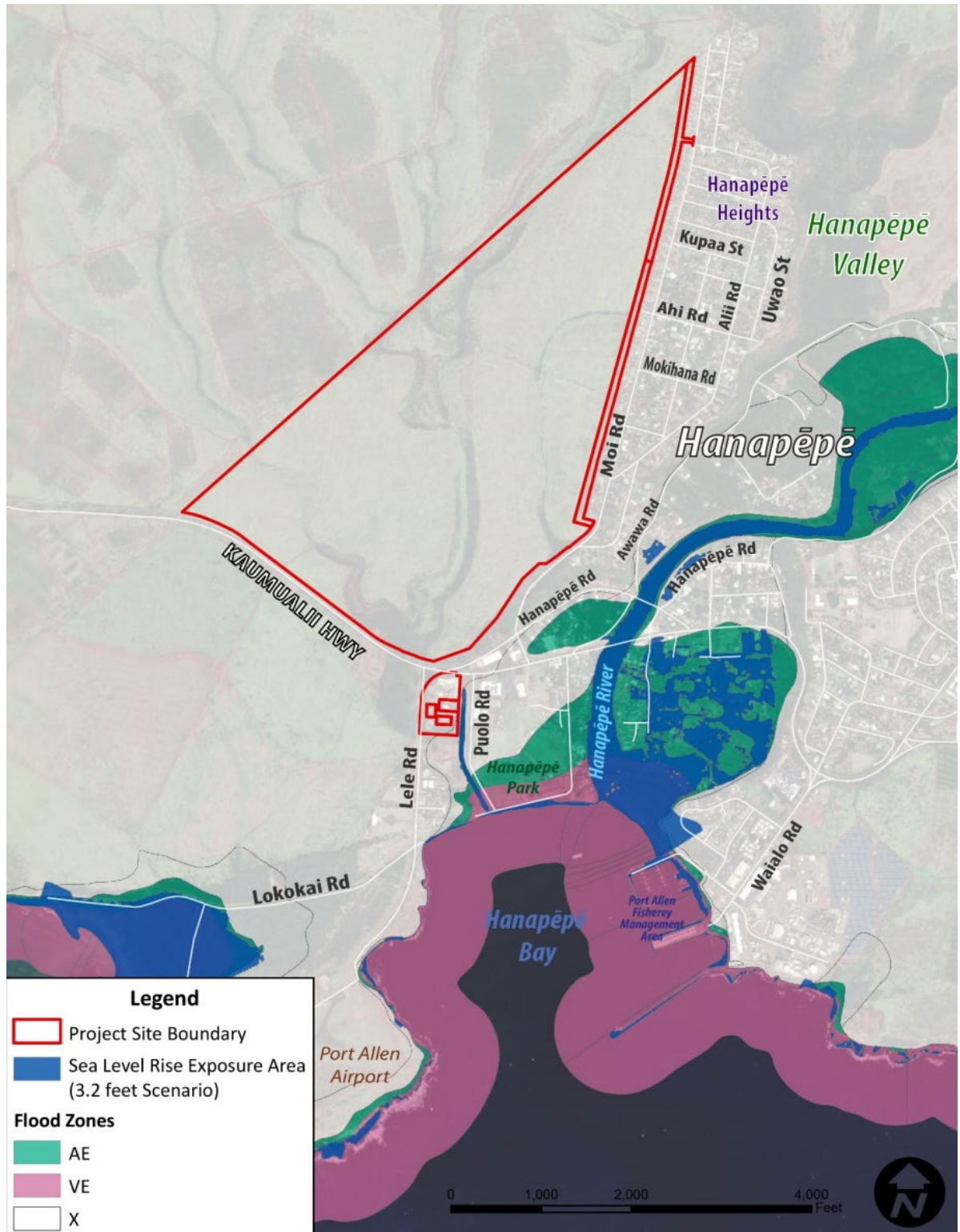
**e. Potential Impacts and Mitigation Measures**

The chance of flooding is minimal. The National Flood Insurance Program (NFIP) does not regulate developments within Zone X of the Flood Insurance Rate Maps and the entirety of the Project is located within Zone X. In the event of an extreme tsunami, residents, employees and visitors will be able to take shelter in portions of Hanapēpē or community use facilities in the future. Wildfires were noted as a concern in consultation with current lessees and neighboring landowners. It was noted that firebreaks should be maintained between residential areas and open areas including gulches and grasslands to minimize wildfire risk. The Project area is located outside the 3.2-foot Sea Level Rise Exposure Area (SLR-XA) identified in the Hawai'i Sea Level Rise Vulnerability and Adaptation Report (2017).



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Figure 8: FEMA FLOOD ZONE AND SLR-XA MAP





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**SC-44      ARCHAEOLOGICAL ASSESSMENT**

An Archaeological Field Inspection Report of the project area was completed and no archaeological sites were found within the project limits. The CONTRACTOR should be aware that archaeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archaeological site during construction, he shall immediately cease all operations in the area and contact the Engineer.

A copy of the archaeological field assessment, dated April 2019 is attached. CONTRACTOR shall comply with the recommendations in the report as part of the construction method.

**SC-45      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 Kaua‘i and Ni‘ihau Islands 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-46      CERTIFICATION**

The CONTRACTOR and CONTRACTOR’s Hawaii Licensed Professional Land Surveyor shall jointly certify the finish elevation of the new well head and concrete slab referenced to mean sea level.

**SC-47      GEOTECHNICAL ENGINEER**

The services of a geotechnical engineering firm will be retained by DHHL. The Contractor shall notify the Construction Manager whenever the geotechnical engineering firm’s presence is needed at the site. The geotechnical engineer shall be present to observe site grading and other work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the geotechnical engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as select material or general fill material. The geotechnical engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the geotechnical work complies with the specifications and drawings.

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the “Report after Grading” as required by the Revised



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Ordinances of Honolulu (ROH), Section 14-15.1(n). As a minimum, six (6) copies of compaction data with 11"x17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a license engineer in the State of Hawaii) that the work was done in conformity to the specifications.

**SC-48 FIRE PREVENTION PLAN**

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

**SC-49 FIELD OFFICE**

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

The field office shall:

1. Be separated by a soundproof wall if it adjoins the Contractor's office.
2. Have security measures (i. e., window bars) to discourage illegal entry into the field office and theft and vandalism of the contents.
3. Be weatherproof.
4. Have a minimum gross floor area of 45 feet by 12 feet.
5. Have a monitored wireless security alarm system.
6. Have an aggregate window area not less than 10 percent of the floor area.
7. Have two exterior doors with a keyed cylinder type lock.
8. Be furnished with a conference room table with sufficient chairs, one plan rack holding a minimum of 10 sets of plans, two new executive desks of minimum 36 inch x 72 inch size, two new executive type black chairs, one new 3-tier shelf with each tier a minimum of 13 inches high and 12 inches deep, one broom, telephone service, electric lighting, one new 4-drawer (legal size) file cabinet, one facsimile machine with automatic document feeder, hot/cold bottled drinking water dispenser unit, bottled water delivery service, and sewer system (as necessary).
9. Window-type air conditioning unit(s) capable of keeping the field office at 76°F. or cooler.
10. Have three telephone exchange lines to the field office. One line shall be dedicated for a facsimile machine. One exchange line for telephone, complete with 2-line handsets with touch-tone and call forwarding capability. The third telephone exchange line shall be dedicated to modem/e-mail.





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11. Have a high-speed cable or DSL modem with wireless capability compatible with the internet service account. Contractor to pay for internet services.
12. Be provided with potable water service, water closet, lavatory, paper towels, toilet paper, paper cups, and soap. If the office cannot be equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for the construction management personnel as approved by the Engineer.
13. Be provided with electrical service and lighting.

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

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

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

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

**SC-50 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-51 CONTINGENT ITEMS**

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



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at the unit price bid.

**SC-52 EARTHWORK QUANTITIES**

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

**SC-53 CONSTRUCTION YARD AND RIGHT-OF-ENTRY**

Contractor's staging area may be located on-site, as approved by the Construction Manager. Should the staging area measure more than 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 Moi Road.

**SC-54 COUNTY OF KAUA'I INSPECTION**

All work within the proposed well site and any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the County of Kaua'i. 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-55 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-56 FINAL SETTLEMENT OF CONTRACT**

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

1. The contractor shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.
2. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.



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**SC-57 Equal Employment Opportunity**

For federally assisted construction contracts, during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SC -58      DAVIS-BACON ACT**

For construction contracts in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor Regulations at 29 CFR Part 3.

**SC -59      CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).



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**SC -60 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

For contracts in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

**SC -61 ENERGY EFFICIENCY.**

Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.

**SC -62 DEBARMENT AND SUSPENSION.**

Contractor certifies that it is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180, as supplemented by 2 CFR part 2424, "Nonprocurement Debarment and Suspension." In addition, Contractor shall not enter into lower tier contracts with parties listed on the government wide exclusions in SAM.

**SC -63 BYRD ANTI-LOBBYING AMENDMENT.**

For contracts in excess of \$100,000, the Contractor and each tier of its subcontractors shall file the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Contractor and each tier of its subcontractors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**SC -64 PROCUREMENT OF RECOVERED MATERIALS.**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.