



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

PLANS

FOR
FURNISHING LABOR AND MATERIALS FOR

LA'I 'ŌPUA BRUSH MAINTENANCE
KEALAKEHE, NORTH KONA, ISLAND OF HAWAI'I, HAWAI'I,

T.M.K. (3) 7-4-021:010,015; (3) 7-4-022:101,106; (3) 7-4-027:069,070,071; (3) 7-4-028:108

IFB No.: IFB-25-HHL-007

September 2024





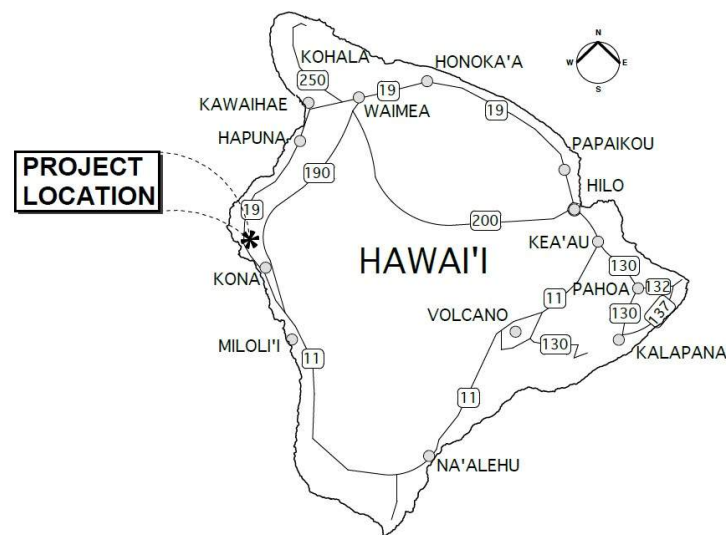
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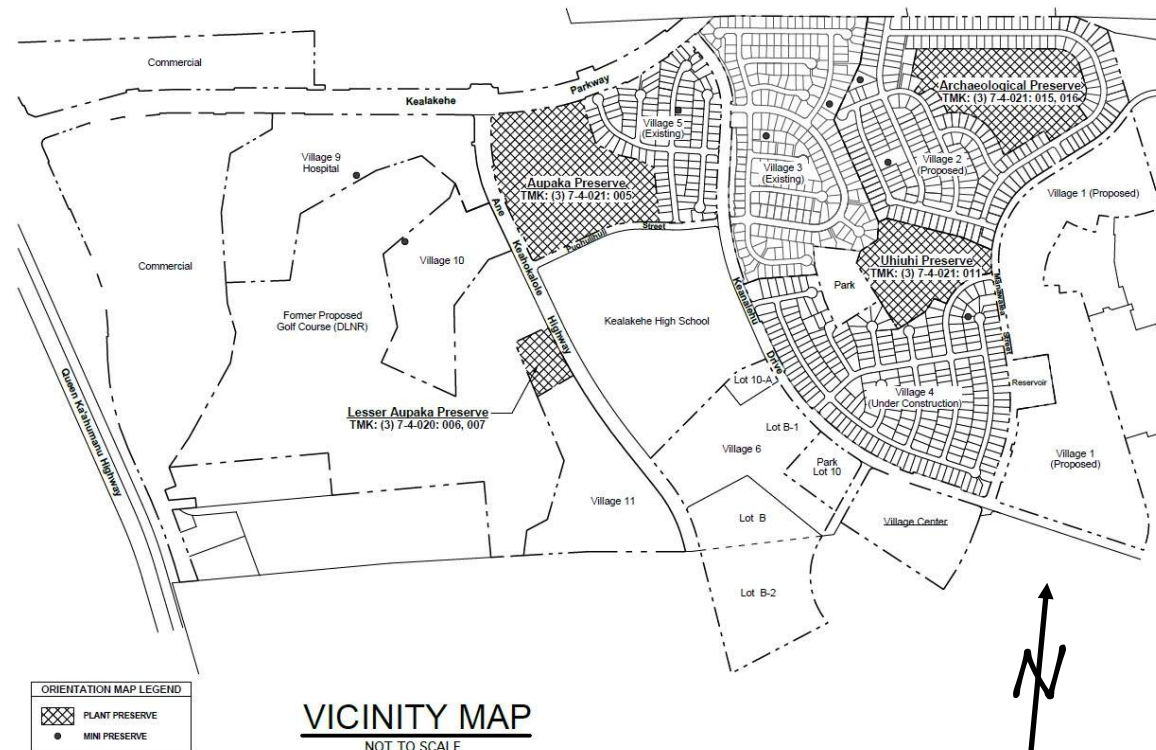
La'i 'Ōpua Brush Maintenance

Kealakehe, North Kona, Island of Hawai'i

T.M.K (3) 7-4-021:010,015; (3) 7-4-022:101,106; (3) 7-4-027:069,070,071; (3) 7-4-028:108



ISLAND OF HAWAII
 NOT TO SCALE



VICINITY MAP
 NOT TO SCALE

General Note

Project consist of periodic clearing and maintaining of brush and vegetative growth in the Village of La'i 'Ōpua, consisting of cutting, mowing, and trimming vegetative ground cover, and properly disposing of green waste and debris off-site from vacant lots, sidewalk planting strips, drainage ditches, drainable culverts, easements, and other common areas.

Special Conditions Notes

SC-1: Access to Work Sites:

1. The "Preserves" include four (4) distinct and separate locations. The Aupaka Preserve: TMK (3) 7-4-21:05, Lot 13, the Lesser Aupaka Preserve: TMK (3) 7-4-8:07, and the Uhiuhi Preserve: TMK (3) 7-4-21:011, Lot 19. All of the Preserves harbor endangered plant species, which are protected under State and Federal laws. Damaging or destroying these plants will result in State and Federal criminal prosecution. This scope of work also includes one mini preserve, the Mini Uhiuhi Preserve which is located on Lot No. 108 within Village 4 (Akau). The Archaeological Preserve: TMK 7-4-21:016, Lot 24 does not contain endangered plant species, however, the protocols for working in or around this preserve will be the same as for all the others.
2. Except to assist in fire suppression, the Contractor shall not enter Preserves and shall notify its personnel and sub-contractors not to either, except where expressly indicated or while accompanied by an authorized representative of the DHHL.
3. The DHHL and/or an authorized representative will hold a briefing to inform the Contractor of special requirements that is much comply with while doing work in or around these areas, before the DHHL will allow any work around the Preserves. Attendance at this briefing, by the Contractor and any personnel who will be working around the Preserves, shall be mandatory.

SC-2 Fire Contingency Plan:

Prior to the start of any work, the Contractor shall prepare and file a written Fire Contingency Plan with the Project Manager for review and acceptance. The Fire Contingency Plan shall incorporate the following features as a minimum:

1. Communication System: Prior to any on-site actions the Contractor shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times. Communication linkages must be maintained with all emergency services until completion and acceptance of the work covered by this Contract.
2. Development of a Firefighting Plan: The Contractor will be responsible to maintain fire control at all times. The Contractor shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:
 - A. Provide each person working on a brush clearing and maintenance work with a dedicated 5 gallon poly tank backpack, which is specifically designed for fire suppression. Thanks shall be fitted with a pistol grip and nozzle capable of providing as 35' spray/flow (*Indian M100 Poly Tank* by FireEnd Fire Services Products 800-759-3473 or approved equal).
 - Personnel shall be given work assignments that always place them in the immediate area of work and with immediate access to a (full) fire suppression backpack upon notice of suspicion of fire.
 - A reserve tank (100 gallon min. capacity) for re-filling fire suppression backpacks, shall be kept full to capacity at all time and within immediate access of active brush clearing and firebreak maintenance work. Reserve tank shall be fitted with a high flow manual valve and a flexible hose to allow fire suppression backpack(s) to be filled quickly.

B. Ensuring that all personnel that will be working on brush clearing and firebreak maintenance work receive, and certify in the Fire Contingency Plan that they have received the following:

- Training in operation of fire suppression backpack;
- Instruction in priority contact with Hawaii County Fire Department, the Contractor's job supervisor, the Hawaii County Office of Civil Defense, DLNR-DOFAW (Hilo Office) and the Project Manager.
- Certification that they have been taught basic brush firefighting techniques, if provided by the Hawaii County Fire Department.
- Identification and knowledge of the location(s) of nearest water source(s) for filling tanker.
- Training in the recognition, prevention, and correction of fire hazards.

The Contractor shall not commence with any clearing and grubbing until the DHHL has accepted the Fire Contingency Plan and notified the Contractor that he/she may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall not be paid for separately, but shall be included in the various contract items.

SC-3: Definition of Limit of Work Boundaries:

1. Prior to the start of any clearing, grubbing, or construction, the Contractor (under the direct observation of a DHHL Authorized Representative) shall clearly mark the ground surface, along the base of the entire length of the Limit of Work Boundary. The Limit of Work boundary shall be spray painted with a minimum 2-inch wide dashed line using florescent paint, either orange or pink, with 12-inch minimum lengths at maximum 2-feet on center.
 - The Limits of Work for the brush clearing and maintenance shall be either 25'-0" or 55'-0" setback from the property/preserve boundary as indicated on the construction drawings, unless indicated otherwise by a DHHL Authorized Representative.
2. Marking shall not be required if existing, permanent barded wire, hog wire, chainlink fencing, or preserve barriers are already in place which (at the direction of the DHHL Authorized Representative) will serve the purpose of defining the Limit of Work between the Preserve interior and the proposed brush clearing and maintenance work.

SC-4: Initial Inspection:

1. After the Limit of Work marking has been completed, but prior to any brush clearing and maintenance work, Contractor shall contact a DHHL Authorized Representative and Site Manager to inspect and provide a determination as to which if any native plants growing within the Limits of Work should remain. The Contractor shall provide at least ten (10) working days in advance notice of the inspection to the DHHL Authorized Representative.
2. The Contractor shall accompany the DHHL Authorized Representative and the Site Manager during the inspection and immediately fence any plant(s) that the DHHL Authorized Representative and/or Site Manager designates to remain during the inspection by installing temporary orange plastic construction fencing at least 5-feet from and completely encircling each plant.
3. Any adjustments to the brush clearing and firebreak maintenance work resulting from the need to save an existing native plant will be made in the field and shall be documented with a Field Order.
4. Upon completion, and DHHL acceptance, of the above work, the DHHL will notify the Contractor that he/she may proceed with the brush clearing and maintenance work.

SC-5: Brush Clearing and Maintenance

1. After the Limit of Work marking has been completed and a DHHL Authorized Representative and Site Manager has conducted an Initial Inspection of the areas designated for brush clearing and maintenance to designate existing plants to remain, the Contractor shall then remove all other vegetation and dispose of it off-site.
2. Upon completion of the brush clearing and maintenance, the Contractor shall notify the DHHL in writing that the work has been completed and request inspection. The DHHL will schedule an inspection by its representative.
3. **Herbicide Application:** No spraying of Roundup or any herbicide containing isopropyl amine salt of glyphosate within homestead communities.
 - Contractor shall submit the herbicide Manufacturer Safety Data Sheets (MSDS) and proposed application to the DHHL for acceptance prior to use. Contractor shall adhere to specified wind speeds identified in the label requirements when spraying herbicides.
 - No spraying if winds are steadily in excess of five miles per hour.
 - Proper notification and advisories shall be posted, and dye markers used in spraying areas.
 - No spraying within a 100-foot buffer from existing homestead communities, weedwhackers, not chemical sprays used for weed control when working within 100 feet of any dwelling.
 - Special Condition—6 (see following) will govern areas outside of the Limit of Work and firebreak killed-off by fire, or unauthorized spraying, herbicide drift, clearing, grubbing, or grading in the Preserves. The Contractor will be subject to applicable penalties under State and Federal Endangered Species laws for any endangered plants destroyed by herbicide drift.

SC-6: Fire or Unauthorized Spraying, Clearing, Grubbing, Grading in Preserves:

The Contractor shall not spray herbicide, clear, grub, or grade beyond the Limits of Work boundaries established adjacent to Preserves under SC-3. If there is drift from herbicide, or any other encroachment, and it causes the death of a Threatened and Endangered species, it must be reported to the US Fish and Wildlife Service. Contact Office of Law Enforcement, Hilo (808) 933-6964. Take of an endangered species is prohibited under the Endangered Species Act and the State of Hawaii endangered species law, codified in Hawaii Revised Statutes, Chapter 195D. Failure to report could result in further liability.

1. A minimum fine of \$250.00, will be assessed to the Contractor for the death of each non-Threatened and Endangered native plant species. A minimum fine of \$500.00, will be assessed to the Contractor for the death of each Threatened and Endangered species. These minimum fines are in addition to any fines or penalties that might be assessed per Federal or State law.
2. The fines described above will be assessed by deducting from the contract amount.

SC-7: Additional Work Procedures:

The Contractor shall comply with the following measures for the duration of the contract:

1. The Contractor shall maintain at the site at all times and in good condition the following equipment:
 - A. One (1) 5-gallon fire suppression backpack for each crew member, as described in SC-2.
 - B. Reserve tank (100 gallon min. for re-filling fire suppression backpacks) as described in SC-2.
 - C. Approved protective clothing.
 - D. Cellular telephone for each crew member.

2. The Contractor shall implement the following work procedures:

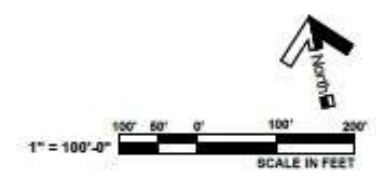
- A. Maintain poly tank backpack(s) and reserve tank(s) water level at a maximum with daily checks.
 - B. Weekly inspection of all construction activities, which could increase fire and site pollution risk.
 - C. Weekly inspection to ensure the integrity of firebreaks.
 - D. Prohibit the presence of glass containers on site at all times.
 - E. Ensure that all vehicles have fire control apparatus as required by Federal and State law.
3. The Contractor shall not burn any material on-site for the duration of the Contract. All flammable rubbish, refuse, plant material from grubbing and clearing, packing materials, crating or other combustibles shall be removed from the site, and disposed of off-site in a manner approved by the Project Manager.
 4. The Contractor shall provide on-site training to all personnel as to the presence of endangered plant species, purposes of mitigative actions to insure their protection, and fire and pollution prevention purposes and actions. New personnel of the Contractor, and those of subcontractors, shall be given complete orientation when first reporting to the site.
 5. Construction equipment and vehicles shall not be parked uphill of the Preserves.
 6. Construction equipment and vehicles shall not be idled within 500-foot up-wind of Preserves.
 7. Fueling points shall not be located uphill, irrespective of the distance, of the Preserve.
 8. All spilled fuels shall be immediately processed with an approved nitrogen compound to counteract leaching.

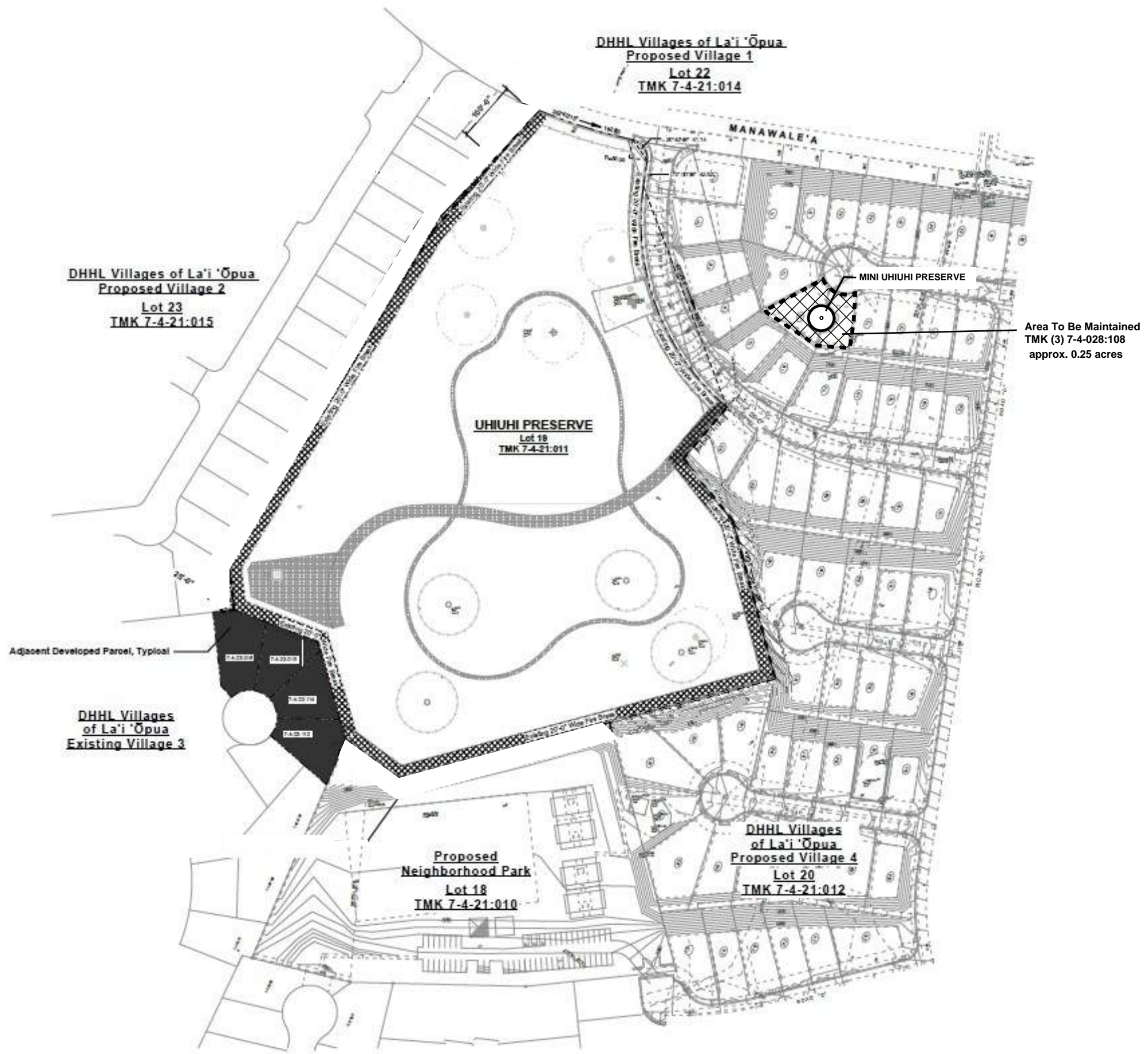
The requirements indicated in this section except for those pertaining to tanker maintenance and operation shall be made part of any of the agreements between the Contractor and any subcontractors retain by it.

Payment for any work necessary to comply with the requirements of this section shall not be paid for separately, but shall be included in the various contract items.

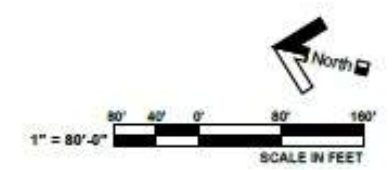


BRUSH CLEARING PLAN LEGEND	
■ ■ ■ ■	APPROXIMATE LIMITS OF WORK
▨	AREA TO BE MAINTAINED
▩	EXISTING 20'-0" WIDE FIREBREAK
▧	ADJACENT DEVELOPED PARCEL

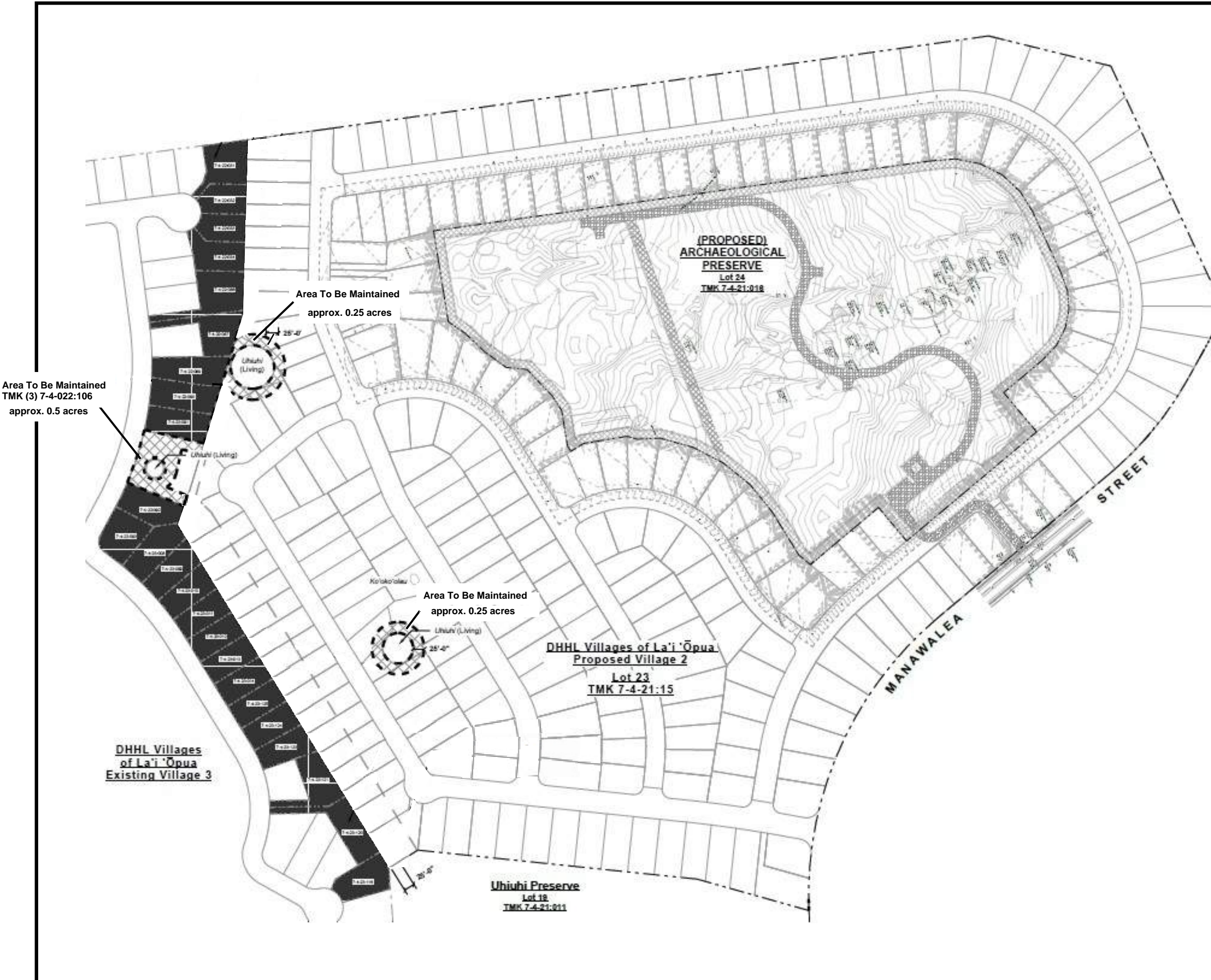




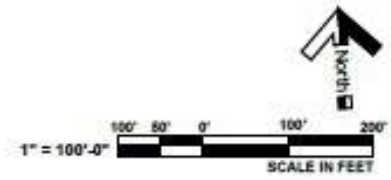
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DHH Villages of La'i 'Ōpua
 Proposed Village 1
 Lot 22
 TMK 7-4-21:14



BRUSH CLEARING PLAN LEGEND	
■ ■ ■ ■	APPROXIMATE LIMITS OF WORK
▨	AREA TO BE MAINTAINED
▩	EXISTING 20'-0" WIDE FIREBREAK
■	DEVELOPED PARCEL



Area To Be Maintained
 TMKs (3) 7-4-027-069,070,071
 approx. 0.5 acres total

DHL Villages
 of La'i 'Ōpua
 Existing Village 3

AUPAKA PRESERVE
 Lot 13
 TMK (3) 7-4-021-006

Kealakehe High School
 Lot 12
 TMK (3) 7-4-021-004

