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Governor

**SYLVIA LUKE**  
Lt. Governor



**WENDY L. GADY**  
Executive Director

STATE OF HAWAII  
**AGRIBUSINESS DEVELOPMENT CORPORATION**

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## SPECIFICATIONS

Land Clearing and Fire Mitigation, Oahu

October 8, 2024

### Scope of Work

The Contractor shall provide all labor, equipment, and other incidentals to satisfactorily complete the scope of work for land clearing of various parcels for security purposes and fire mitigation in Wahiawa and Waialua, Oahu, identified as Tax Map Keys 6-5-001-044 (por), 7-1-002:004 (por), 7-1-002:037, 7-1-002:041 (por), and 7-1-002:044, as described below.

1. Land Clearing TMKs 7-1-002:037 and 7-1-002:044 – 52 Acres.



Subject Area Highlighted in red – 52 Acres

- A. Contractor shall clear approximately 52 acres identified as TMKs 7-1-002:037 and 7-1-002:044. This includes removing all grass, trees, and shrubs entirely, including all tree stumps and roots.
- B. Contractor shall be responsible for clearing any vegetation and/or moving obstructions, such as boulders or logs to get their workers and equipment to the subject area.
- C. The associated green waste from cutting and grinding shall be finely chipped (3 inches or less) and left on site (on ADC property) where they will rot and decompose. No hauling of mulched green waste is required.
- D. Contractor shall be responsible for obtaining a grubbing permit from the City and County of Honolulu's Department of Planning and Permitting.
- E. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

Solid Waste Removal.

- F. Contractor shall remove all solid waste located within the subject area.
- G. Contractor shall be responsible for removing and disposing of the solid waste.
- H. Arrangements shall be made with a licensed landfill operator or recycling operator.
- I. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

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2. Land Clearing and Fire break TMK 6-5-001:044 – 13 Acres.

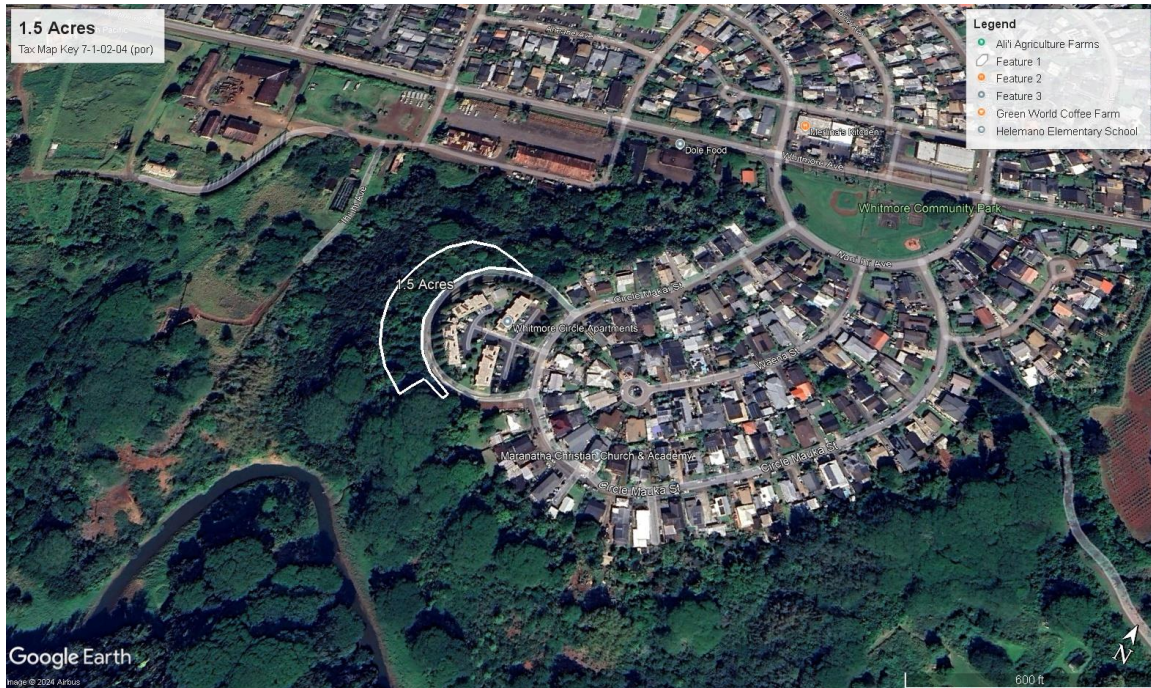


Subject Area Highlighted in red – 13 Acres

- A. Contractor shall clear approximately 13 acres identified as TMK 6-5-001:044 to establish a fire break. The grass, trees, and shrubs shall be cut low to the ground. Tree and shrub stumps shall be treated with a growth inhibitor/herbicide such as Garlon, or equivalent.
- B. The work may be done with a mower and/or excavator with an attachment such as a fecon, brush cutter, or equivalent for cutting and mulching, in place.
- C. The associated green waste from cutting and grinding shall be left on site (on ADC property) where they will rot and decompose. No hauling of mulched green waste is required.
- D. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

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3. Land Clearing and Solid Waste Removal, TMK 7-1-002:004 (por) – 1.5 Acres.



Subject Area Highlighted in red – 1.5 Acres

- A. Contractor shall clear approximately 1.5 acres identified as TMK 7-1-002:004 (por). The grass, trees, and shrubs shall be cut low to the ground. Tree and shrub stumps shall be treated with a growth inhibitor/herbicide such as Garlon, or equivalent.
- B. The work may be done with an excavator with an attachment such as a fecon, brush cutter, or equivalent for cutting and mulching, in place.
- C. The associated green waste from cutting and grinding shall be left on site (on ADC property) where they will rot and decompose. No hauling of mulched green waste is required.
- E. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

Solid Waste Removal.

- F. Contractor shall remove all solid waste located within the subject area.

- G. Contractor shall be responsible for removing and disposing of the solid waste.
  - H. Arrangements shall be made with a licensed landfill operator or recycling operator.
  - I. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.
4. Land Clearing and Fire break TMK 7-1-002:041 (por) – 0.3 Acres.



Subject Area Highlighted in red – 0.3 Acres

- A. Contractor clear approximately 0.3 acres identified as TMK 7-1-002:041 (por) to establish a fire break. The grass, trees, and shrubs shall be cut low to the ground. Tree and shrub stumps shall be treated with a growth inhibitor/herbicide such as Garlon, or equivalent.
- B. The work may be done with an excavator with an attachment such as a fecon, brush cutter, or equivalent for cutting and mulching, in place.

- C. The associated green waste from cutting and grinding shall be left on site (on ADC property) where they will rot and decompose. No hauling of mulched green waste is required.
- D. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

Safety. The Contractor shall provide its employees with appropriate personal protective equipment as required by HIOSH or as recommended by the manufacturer of the machinery and equipment used in the Removal Work.

The Contractor shall take all precautions to protect its employees and the general public from impending danger during the course of this Removal Work.

The Contractor shall be responsible for any damages caused by negligent performance of this Removal Work.

3. Liability Insurance. The Contractor shall maintain in full force and effect during the life of this project, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this project, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the project, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

**Coverage**

Commercial General Liability  
(Occurrence Form)

Automobile Liability

**Limits**

\$1,000,000 combined single limit  
per occurrence for bodily injury  
and property damage  
\$2,000,000 general aggregate

\$1,000,000 combined single limit  
per occurrence  
\$1,000,000 bodily injury per  
person and per accident

\$1,000,000 property damage per  
accident

Each insurance policy required by the project, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after 30 days written notice has been given to the State of Hawaii, Agribusiness Development Corporation 235 S. Beretania St., Ste. 205, Honolulu, HI 96813.
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the project, including supplemental agreements.

Upon issuance of a purchase order for this project, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this project have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this project, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this project, entitling the State to exercise any or all of the remedies for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this project. 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 project.

**Upon award of a contract or purchase order under this solicitation, Contractor shall provide the required Certificate(s) of Insurance to the ADC prior to being given a Notice to Proceed.**

4. Additional Work. Should unforeseen structures in addition to towing, hauling, and proper disposal be deemed necessary **by the ADC**, the Contractor shall submit a cost proposal to the ADC, not to exceed 5% of the Total Purchase

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Order or Contract amount. This cost is included as a Contingency in the Lump Sum Quote but shall be payable to the Contractor only upon written agreement by the ADC.