



STATE OF HAWAII  
SPECIAL CONDITIONS

**Project:** Princess Kahanu Estates Traffic Calming Measures  
**Location:** Nanakuli, Island of Oahu, Hawaii  
**Contractor:** TBD  
**IFB No.:** IFB-25-HHL-002

**SC-01 INTERCHANGEABLE TERMS**

The following terms are one and the same:

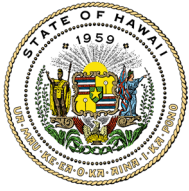
- a. “Contract” and “Agreement”
- b. “Department of Hawaiian Home Lands” and “DHHL”
- c. “STATE” and “State of Hawaii”

**SC-02 INSURANCE COVERAGE**

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

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

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

<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

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

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

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before ONE HUNDRED TWENTY (120) consecutive calendar days after



STATE OF HAWAII  
**SPECIAL CONDITIONS**

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, one thousand dollars (\$1,000.00) per calendar day for each day that the project, in its entirety, remains incomplete.

**SC-04 PROCESS THROUGH DHHL**

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at DHHL Hale Kaliananaole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

**SC-05 SURVEYING SERVICES**

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

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

**SC-06 ALLOWANCES**

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

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

**SC-07 PERMITS AND FEES**

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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

**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.

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

**SC-11 SOIL AND DUST CONTROL**

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

**SC-12 FINAL INSPECTION**

Throughout the construction period, the work may be subject to periodic inspection by DHHL, designated Construction Inspector, the City and County of Honolulu, Department of Planning and Permitting and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by DHHL and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The CONTRACTOR shall therefore schedule the final inspection with the City and County of Honolulu, Department of Planning and Permitting and notify DHHL's Project Manager one week prior to said inspection.

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

**SC-13 GENERAL CONDITIONS**



**STATE OF HAWAII**  
**SPECIAL 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 if the contractors are paid with funds appropriated by a legislative body.

**SC-15      AGREEMENT COUNTERPARTS**

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

**SC-16      CONTRACTOR'S DAILY REPORT**

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

1. Date
2. Weather
3. Activity at the site for the CONTRACTOR
  - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
  - b. Equipment
  - c. Materials delivered
  - d. Work performed
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-17      STATE GENERAL EXCISE TAX**

This project is not exempt from the State of Hawaii General Excise Tax. The



STATE OF HAWAII  
**SPECIAL CONDITIONS**

CONTRACTOR's prices shall include the General Excise Tax for all work.

**SC-18 AS-BUILT DRAWINGS**

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

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

The CONTRACTOR shall record the changes onto the field office plans using a red pencil. The CONTRACTOR shall stamp, sign and date each sheet of the field office plans. The stamp shall contain the words: "AS-BUILT DRAWINGS" and include a statement signed by the CONTRACTOR certifying that the drawings on the sheet accurately and completely reflect and show the actual as-built construction. The stamp format and wording shall be submitted to the Project Manager for prior approval.

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

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

**SC-19 RECORD DRAWINGS**

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

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

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

**SC-20 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



STATE OF HAWAII  
**SPECIAL CONDITIONS**

agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.

2. Signature, execution, and return of the “Record Drawing” Title tracings.

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

**SC-21 WARRANTY FOR WORK**

The contractor shall provide a 6-month warranty for the speed humps and related asphalt work.

SAMPLE