

INVITATION FOR BIDS

**VILLAGES OF KAPOLEI -
LOWER DRAINAGE CHANNEL
MAINTENANCE**

Kapolei (Ewa), Oahu, Hawaii

HHFDC BID NO. 16-014-K85-S

May 2016

PREPARED BY:

**Hawaii Housing Finance and Development Corporation
State of Hawaii**

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NOTICE TO BIDDERS
(Chapter 103D, HRS)

Bids will be received online by the Hawaii Housing Finance and Development Corporation ("HHFDC") via the Hawaii State eProcurement system ("HlePRO") website (<https://hiepro.ehawaii.gov>) no later than 2:00 p.m. on Thursday, **June 23, 2016**, for HHFDC Job No. 16-014-K85-S, Villages of Kapolei – Lower Drainage Channel Maintenance, Kapolei, Oahu, Hawaii 96707.

Beginning Monday, May 17, 2016, the INVITATION FOR BIDS will be available on the HlePRO website and may be examined by vendors who have a valid registered account in HlePRO. Only registered users will be allowed to bid on this Project.

The scope of services consists of the cleaning and maintenance of the Villages of Kapolei – Lower Drainage Channel Maintenance as described in the INVITATION FOR BIDS. Scope of Services consists of quarterly maintenance of the lower drainage channel, inclusive of the cutting of scrub brush and tall weeds, mowing, weeding and applying herbicide to prevent weed growth, and removing sediment, trash and debris for disposal at an appropriate landfill.

There will be no pre-bid conference or site inspection. However, bidders are encouraged to visit the site where services will be performed to familiarize themselves with existing conditions and the extent of services required as stated in the General Requirements.

Bidders must possess a valid State of Hawaii General Excise Tax License to be eligible to bid. All bids shall include the State General Excise Tax and markup of 4.712%. The HHFDC may reject any and all bids and may waive any bid defects whenever HHFDC deems such action is in the best interest of HHFDC. The determination of the successful bidder will be made by HHFDC in its sole discretion.

Questions relating to this bid solicitation shall be submitted to the IFB Contact through HlePRO and all responses will be provided through HlePRO. Deadline for Questions or Clarification Requests is June 9, 2016.



Craig K. Hiral, Executive Director
Hawaii Housing Finance and Development Corporation

INSTRUCTIONS TO BIDDERS

(HlePRO)

Contractor shall comply with all requirements set forth in the IFB, including the Instructions to Bidders, Specifications, Special Provisions, and all related attachments and exhibits therein (hereinafter "bid documents"). The bid documents shall be incorporated by reference and made a part of the Contract for Goods & Services based on Competitive Sealed Bids (hereinafter "contract") upon award to the lowest responsive, responsible Bidder.

1.0 DEFINITIONS

- 1.1 AG: State of Hawaii Attorney General.
- 1.2 Bid Form: Form of Bid, which is used to submit pricing information.
- 1.3 Bidder or Offeror: Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
- 1.4 Bid Documents: IFB Instructions, Specifications, Special Provisions and applicable attachments.
- 1.5 Contract: Form AG-003 Contract for Goods and Services based on Competitive Sealed Bids.
- 1.6 Contract Documents: The Contract, amendments (which pertain to the Contract Documents), Contractor's bid documents (including appropriate accompanying bid documentation and post bid documentation) when attached as an exhibit to the contract, the Notice to Proceed, the Bonds, the bid documents, change orders, field orders, any written order for changes and interpretations and clarifications issued on or after the effective date of the contract.
- 1.7 Contractor: The Offeror that enters into a Contract with HHFDC as a result of this IFB.
- 1.8 GET: General Excise Tax.
- 1.9 HCE: Hawaii Compliance Express.
- 1.10 HHFDC: Hawaii Housing Finance & Development Corporation, 677 Queen Street, Suite 300, Honolulu, Hawaii 96813.
- 1.11 HAR: Hawaii Administrative Rules.
- 1.12 HRS: Hawaii Revised Statutes.
- 1.13 IFB: Invitation for Bids No. HHFDC Job. No. 16-014-K85-S.

- 1.14 STATE: State of Hawaii, HHFDC.
- 1.15 HOPA: Head of the Purchasing Agency (typically, the HHFDC Executive Director).
- 1.16 Procurement Officer: The HHFDC Executive Director or designee.

2.0 SOLICITATION SCHEDULE

The schedule provided below is tentative and subject to change at the discretion of HHFDC.

Date IFB Advertised	May 17, 2016
Deadline for Questions or Clarification Requests	June 9, 2016
Date of HHFDC Response to Questions or Clarifications	June 16, 2016
Bids Due	June 23, 2016
Notice of Intent to Award	TBD
Contract Start Date	TBD

3.0 AVAILABILITY OF BID DOCUMENTS; IFB CONTACT(S)

3.1 This solicitation is being conducted on the State of Hawaii eProcurement system (HlePRO).

- 3.1.1 Bidders must access the Bid Documents on the HlePRO website, located at <https://hiepro.ehawaii.gov/welcome.html>, and all responses to the IFB must be submitted on HlePRO.
- 3.1.2 To view the details of the solicitation and enter a response, bidders must be registered in HlePRO.
- 3.1.3 Once bidder is registered, bidder must login to respond to solicitation.
- 3.1.4 Only responses submitted on HlePRO will be accepted for this solicitation.

3.2 The IFB Contact(s) for this solicitation are:

Leo Domingo, Project Coordinator, (808) 587-3170
 Email: leonell.a.domingo@hawaii.gov
 Fax: (808) 587-0600

4.0 BID REQUIREMENTS

4.1 Bidder shall complete, sign, and submit the forms and items listed below. All forms shall be submitted to HHFDC **through HlePRO** on or before the Bids Due date in Section 2.0 above, as amended by any addenda to the IFB. **Any bidder**

failing to meet this requirement shall be deemed non-responsive and will not be considered for award. Refer to the MANDATORY SUBMITTALS on Page A-1 for a list of forms required to be submitted as part of the solicitation and contract process.

- Form of Bid (P-1 to P-9)
- Form of Non-Default Affidavit
- Form of Non-Collusive Affidavit
- Form of Non-Gratuity Affidavit
- Statement of Bidders Experience

4.2 Reserved.

4.3 **Form of Bid (P-1 to P-9).** Bidder shall complete, sign and submit the Form of Bid using Bidder's exact legal name as registered with the DCCA, as applicable. By submitting a completed and signed Form of Bid, Bidder attests as follows:

- 4.3.1 Bidder shall sign the bid form in ink and upload a scanned copy to the HlePRO website. If unsigned, the bid will be automatically rejected unless accompanied by other material containing a signature indicating the Bidder's intent to be bound. If bidder's offer is the lowest responsive bid, the bidder must submit the complete original offer, with the original bid bond, within five (5) working days from the notification of intent to award.
- 4.3.2 Bidder is registered and/or licensed to do business in the State of Hawaii and will pay such taxes on all sales made to the State of Hawaii.
- 4.3.3 The information provided is accurate to the best of bidder's knowledge and the contracting office is authorized to contact and confirm the stated information.
- 4.3.4 Failure to complete and provide all information requested on the Form of Bid may result in automatic bid rejection.
- 4.3.5 **Wage Certificate (P-8).** Bidder shall comply with the provisions of Sections 103-55 and 103-55.5, HRS, and Chapter 104, HRS, and shall indicate its acceptance to comply with these sections by reviewing and signing the Wage Certificate form, P-8, in the Form of Bid.

The information provided shall indicate bidder has included the applicable wage rates into the bid to compensate employees for work performed under the awarded contract.

5.0 BIDDER QUALIFICATION

5.1 License. Bidder must possess and have a valid General Excise tax (GET) license from the State of Hawaii, Department of Taxation and a general contractor's Type "A" license or a specialty contractor's Type "C-27" license from the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA). Award shall not be made to any Bidder failing to meet this qualification requirement.

5.1.1 Performance Capability. Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty five thousand dollars) or more.

5.1.2 Disqualification. Any persons, firm or corporation where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently on any previous contract with the HHFDC, may be disqualified.

5.2 Permanent Office Location. Bidder shall have a permanent office location from where he/she conducts business and where he/she will be accessible to telephone calls regarding this contract. An answering service is acceptable provided a response is made within four (4) hours of the initial call from the Contract Administrator.

5.3 Equipment and Personnel. Bidder shall have adequate equipment and number of employees to perform and complete the work specified herein within the period specified.

5.4 Responsibility of Bidder

5.4.1 Pursuant to Chapter 103D-310(b), HRS, whether or not an intention to bid is required, the procurement officer shall determine whether the prospective bidder has the financial ability, resources, skills, capability, and business integrity necessary to perform the work.

5.4.1.1 Bidder must be capable of performing the work for which bids are invited.

5.4.1.2 If the procurement officer requires additional information, the bidder or prospective bidder may be required to provide follow-up information requested by HHFDC.

5.4.1.2.1 The requested information shall be furnished upon request within two working days or longer, as determined by the procurement officer.

5.4.1.2.2 Failure to furnish the requested information within the time allowed may be grounds for determination of non-responsibility.

5.4.1.3 Whenever it appears that the prospective bidder is not fully qualified and able to perform the intended work, a written determination of non-responsibility of a bidder shall be made by the head of the purchasing agency.

5.4.2 Bidder is advised that if notified of an intent to award a contract for a job, bidder shall furnish proof of compliance with the requirements of Chapter 103D-310(c), HRS, no later than 10-days from date of notice of intent to award.

5.4.2.1 Pursuant to HRS Chapter 103D-310(c), the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

5.4.2.2 As proof of compliance, Bidders must furnish to the Hawaii Housing Finance and Development Corporation (HHFDC) a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The State shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

5.4.2.3 Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. *Bidders should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer.* The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.

5.4.2.4 Timely Registration on HCE. Bidders are advised to register on HCE soon as possible.

5.4.2.5 Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

6.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

6.1 It is the responsibility of each Bidder before submitting a Bid:

- 6.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bid Documents.
- 6.1.2 To attend any scheduled pre-bid conference and visit the site to become familiar with and satisfy Bidder as to the work requirements and general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.1.3 To consider federal, state and local Laws, and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 6.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
- 6.1.5 To promptly notify HHFDC of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents.

7.0 PRE-BID CONFERENCE

7.1 There will be no pre-bid conference or site inspection for this IFB. However, an independent site visit is recommended.

8.0 INTERPRETATIONS AND ADDENDA

8.1 All questions about the meaning or intent of the Bid Documents are to be submitted in writing on HlePRO using **the HlePRO Questions & Answer section** by the Deadline for Questions or Clarification Requests specified in 2.0. Interpretations or clarifications considered necessary by HHFDC in response to such questions will be issued by addendum to the IFB. Questions received less than 14 days prior to the Bids Due date will not be answered. Only responses to

questions addressed by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

8.2 Addenda may also be issued to modify the Bid Documents at the discretion of HHFDC.

9.0 SUBMISSION OF BID

9.1 Bid Due Date. All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule in 2.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

9.2 Cancellation or Rejection of Bids. The solicitation may be cancelled or the bids may be rejected, in whole or in part, when in the best interest of HHFDC, as provided in §3-122-95 through §3-122-97, HAR.

9.3 Certification of Independent Cost Determination. By submitting a bid and applicable bid documents, bidder certifies as follows:

9.3.1 The costs in the bid have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.

9.3.2 Unless otherwise required by law, the cost which has been quoted on the prescribed Form of Bid for the respective job has not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

9.3.3 No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

9.3.4 The job site contemplated and all bid documents or items referenced therein including contract and bond forms were carefully examined and shall be considered a warranty that bidder has made such examination and is informed of the conditions to be encountered in performing the work and of the requirements of the contract documents and any documents and items referenced therein.

9.4 Bid samples or descriptive literature should not be submitted unless expressly requested and, regardless of any attempt by bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the IFB.

10.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1 Pre-opening modification or withdrawal of offer. Bids may be modified or withdrawn prior to the established due date as follows:
- 10.1.1 Modification of bids. An electronic notice submitted on HlePRO by the time and date set for receipt of bids pursuant to section 3-122-9, HAR, indicating bidder's intent to modify its offer and accompanying the modification.
 - 10.1.2 Withdrawal of bids. An electronic notice submitted on HlePRO by the time and date set for receipt of bids pursuant to section 3-122-9, HAR, indicating bidder's intent to withdraw.
- 10.2 Late withdrawal or modification. A late withdrawal or modification will not be accepted unless such withdrawal or modification is made in accordance with HAR §3-122-31, Mistakes in bids.

11.0 GENERAL EXCISE TAX

- 11.1 All bids shall include the State General Excise Tax and markup (4.712%).

12.0 CONFIDENTIAL INFORMATION

- 12.1 If a person believes that any portion of a bid, proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this IFB should be so advised in writing and provided with justification to support the confidentiality claim. Price is not considered confidential and will not be withheld.
- 12.2 An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 12.3 Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

13.0 CANCELLATION OF BID PROCESS

- 13.1 The IFB may be canceled, or any or all bids may be rejected, in whole or in part, when it is in the best interests of HHFDC, in HHFDC's sole discretion.

14.0 RECEIPT AND OPENING OF BIDS

- 14.1 All bids shall be received on HlePRO no later than the date and time indicated in the Solicitation Schedule in 2.0, as amended by any addenda to this IFB. **Late bids shall not be considered.**

15.0 AWARD OF CONTRACT

- 15.1 Award, if made, shall be based on a total sum bid amount to the lowest responsive, responsible bidder(s) meeting the minimum qualifications set forth herein, and subject to availability of funds.
- 15.2 In evaluating bids, HHFDC shall consider the qualifications of bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested on the offer form(s) or otherwise by the IFB.
- 15.3 The award of Contract, if it be awarded, will be made after all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the bid, that its bid has been accepted and that it has been awarded the Contract.
- 15.4 Bidder shall submit the signed original offer, with the original bid bond, if required, so that it is received within five (5) working days from the notification of intent to award.
- 15.5 That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Director.
- 15.6 The Contract will be drawn on the forms furnished by the Executive Director. The Contract will not be binding on the HHFDC until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
- 15.7 No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.
- 15.8 Refer to 103D General Conditions, Special Conditions and Technical

Specifications for contract and compliance requirements.

16.0 CANCELLATION OF AWARD

16.1 The HHFDC reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the HHFDC to any other Bidder.

17.0 CONTRACT TERM

17.1 The Contract shall be for a period of 730 calendar days from the start date of the Contract. The official start date of the Contract shall be the commencement date specified on the Notice to Proceed issued by the HHFDC.

17.2 Unless terminated, the Contract may be extended, at HHFDC's sole discretion, for not more than 730 calendar days thereof until the job is completed, without the necessity of rebidding upon mutual agreement in writing prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provision and/or by HHFDC initiated contract modifications.

18.0 SPECIAL LEGAL REQUIREMENTS

18.1 Nondiscrimination - No person performing work under this Contract, including any subcontractor, employee, or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

END OF INSTRUCTIONS

MANDATORY SUBMITTALS

Submitted as Part of Bid

- 1) Bid P-1 to P-9
- 2) Non-Default Affidavit 1
- 3) Non-Collusive Affidavit 1
- 4) Non-Gratuity Affidavit 1
- 5) Bidder’s Statement of Maintenance Experience 1 to 2
- 8) Certificate of Vendor Compliance (HCE) Not Inserted

Submitted Prior to Award of Contract

Submit any of the following if the approval date is six months or older:

- 1) Certificate of Vendor Compliance (HCE) Not Inserted
- 2) Valid Tax Clearance Certificate Form A-6

Submitted with Contract

- 1) Agreement Form FC-1 to FC-8
- 2) Contractor’s Corporate Resolution Not Inserted
- 3) Certificate of Insurance (with HHFDC and State of Hawaii named as Additional Insureds) Not Inserted
- 4) IRS Form W-9 (If contractor is not a C or S corporation) Not Inserted

Submitted Within 10 Days After Contract Execution

- 1) Schedule of Submittals
- 2) Schedule of Values
- 3) List of Supervisory Personnel and Emergency Contact List

Submitted During Contract Period

- 1) Certified Payrolls (All Contractors/Subcontractors)
- 2) Notice for Final Inspection*
- 3) Project Progress Schedule
- 4) Lien Release Forms
- 5) Overtime/Holiday/Weekend Notification

NOTE: *Notice for Final Inspection must be turned in sixteen (16) days prior to Final Inspection

Submitted at Closing of Contract

- 1) Substantial Completion Notification
- 2) Final Pay Request
- 3) Final Payroll Records

- 4) Certificate of Compliance For Final Payment (Reference §3-122-112,HAR)
- 5) Non-Gratuity Affidavit
- 6) Certificate of Vendor Compliance (Hawaii Compliance Express)
- 7) Certificate of Release from each subcontractor
- 8) Evidence that the Contractor paid or secured claims for persons, firms or corporations who have done work or supplied materials, tools, equipment, machinery or other services

NOTE: Submit the above, only if it applies to this contract.

The sum necessary to meet the claims of the State may be retained from the sums due the Contractor, until said claims have been fully and completely discharged or satisfied.

The filing of false affidavits will disqualify the Contractor from bidding on future work of the HHFDC.

Notice for Subcontractors:

- 9) Certified Payrolls – All Subcontractors & Lower Subcontractor

END OF SECTION

Statement of Bidder's Maintenance Experience

(Prime Bidder)

All questions 1 through 15 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked (*).

1. Name of bidder.
2. License number(s).
3. Permanent main office address.
4. When organized.
5. Where incorporated.
6. How many years have you been engaged in the contracting business under your present firm name?
7. *Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. *General character of work performed by your company.
9. *Have you ever failed to complete any work awarded to you? If so, where and why?
10. *Have you ever defaulted on a contract?
11. *List the more important projects recently completed by your company, stating approximate cost for each, and the month and year completed.
12. *List your major equipment available for this project.
13. *Experience in work similar in importance to this project. List References and phone numbers.
14. Will you, upon request fill out a detailed qualification statement and furnish any other information that may be required by the Hawaii Housing Finance and Development Corporation?

FORM OF BID

FOR FURNISHING LABOR AND MATERIALS REQUIRED FOR

VILLAGES OF KAPOLEI LOWER DRAINAGE CHANNEL MAINTENANCE TAX MAP KEY: 1-9-1-016-90

JOB NO. 16-014-K85-S

To: Executive Director
Hawaii Housing Finance and Development Corporation (HHFDC)
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

- 1) The undersigned Bidder, hereby acknowledges visiting the site of work and being familiar with the conditions under which the work is to be performed and reading the specifications and other contract documents relating to Job No. 16-014-K85-S, Villages of Kapolei – Lower Drainage Channel Maintenance. The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the contract documents for the following price(s).

BASE BID: Lower Drainage Channel Maintenance, inclusive of removal and disposal of all vegetation, debris, sediment and trash as specified in the line items below, for a grand total lump sum noted below (which includes the Hawaii General Excise Tax of four and one-half percent and markup (4.712%).

Item No.	Estimated Quantities	Description	Unit Price	Total
1.	1	Lump Sum. Initial Cutting, Removal and Disposal within 60 days of Notice to Proceed. Initial cutting and removal of tall weeds, scrub brush and trees, vegetation and trash, inclusive of any large trash object weighing 500 lbs or less (All areas 1 to 8 covering 1,028,000 square feet)		
		Lump Sum	\$ _____	\$ _____

Item No.	Estimated Quantities	Description	Unit Price	Total
2.	8	Each. Quarterly Maintenance of Areas 2, 3, 4, 7 and 8, complete coverage (including mowing, weedwacking, cutting, and removal of scrub brush to 1" above grade for about 873,000 square feet).		
		Each	\$ _____	\$ _____
3.	8	Each. Quarterly Application of Herbicide over Areas 2, 3, 4, 7 and 8, complete coverage (application after completion of quarterly maintenance).		
		Each	\$ _____	\$ _____
4.	2	Each. Mobilization – Annual Removal of Sediment Deposited in Areas 5 and 6.		
		Each	\$ _____	\$ _____
5.	200	Tons. Sediment Removal – Removal of Sediment & Debris Deposited in Areas 5 and 6, inclusive of transport and disposal fees at an approved landfill (provide truck bed dimensions & disposal ticket).		
		Tons	\$ _____	\$ _____
6.	1	Allowance. Allowance for any related lower drainage channel maintenance work, subject to HHFDC prior written approval (submit force account rates)		
		Allowance		\$ <u>20,000.00</u>

A. GRAND TOTAL BASE BID (Item No. 1 through Item 6 of the Base Bid)
 (which includes the State of Hawaii General Excise Tax of four and one-half percent and markup (4.712%):

_____ DOLLARS (\$_____).

The contract time shall be seven hundred thirty (730) calendar days.

B. EXTENDED PERIOD OPTION BID: Lower Drainage Channel Maintenance, inclusive of removal and disposal of all vegetation, debris, sediment and trash as specified in the line items below, for a grand total lump sum noted below (which includes the Hawaii General Excise Tax of four and one-half percent and markup (4.712%).

Item No.	Estimated Quantities	Description	Unit Price	Total
7.	8	Each. Quarterly Maintenance of Areas 2, 3, 4, 7 and 8, complete coverage (including mowing, weedwacking, cutting, and removal of scrub brush to 1" above grade for about 873,000 square feet).	Each	\$ _____ \$ _____
8.	8	Each. Quarterly Application of Herbicide over Areas 2, 3, 4, 7 and 8, complete coverage (application after completion of quarterly maintenance).	Each	\$ _____ \$ _____
9.	2	Each. Mobilization – Annual Removal of Sediment Deposited in Areas 5 and 6.	Each	\$ _____ \$ _____
10.	200	Tons. Sediment Removal – Removal of Sediment & Debris Deposited in Areas 5 and 6, inclusive of transport and disposal fees at an approved landfill (provide truck bed dimensions & disposal ticket).	Tons	\$ _____ \$ _____
11.	1	Allowance. Allowance for any related lower drainage channel maintenance work, subject to HHFDC prior written approval (submit force account rates)	Allowance	\$ <u>20,000.00</u>

GRAND TOTAL EXTENDED PERIOD OPTION BID (Item No. 7 through Item 11 of the Extended Period Option Bid) (which includes the State of Hawaii General Excise Tax of four and one-half percent and markup (4.712%):

_____ DOLLARS (\$ _____).

The contract time for the Extended Period Option shall be seven hundred thirty (**730**) calendar days.

- 2) The Bidder shall complete this Bid for all the itemized line items in this Bid. If any or all of itemized line items are removed from the executed contract, the contract time and the contract cost will be adjusted accordingly.
- 3) In submitting this Bid, it is understood that the award of contract will be made to the lowest responsible bidder for the GRAND TOTAL BASE BID, subject to the availability of funding.
- 4) Failure to complete this Bid in its entirety may cause a bid to be considered non-responsive.
- 5) The undersigned also agrees as follows:
 - (a) That the estimated quantities in this Bid are approximate only and are subject to increase or decrease.
 - (b) To complete the work whether the estimated quantities are increased or decreased at the unit prices stated in this Bid.
 - (c) That the estimated quantities in this Bid are only for the purpose of comparing bids offered for the work on a uniform basis, and that the undersigned is satisfied with and will at no time dispute the estimated quantities as a means of comparing the bids.
 - (d) To make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the material and equipment actually installed and the estimated quantities.
 - (e) That if the UNIT PRICE multiplied by the estimated quantity does not equal the total price of any item in this Bid, the correct total price of the item shall be the amount arrived at by multiplying the UNIT PRICE by the estimated quantity.
 - (f) That for UNIT PRICE items, payment will be made only for the actual number of units completed at the UNIT PRICE.
 - (g) That the UNIT PRICE for each item in this Bid includes the cost of all materials, equipment, labor and all other incidental work required for the completion of the work.

- (h) That the basis of comparison will be the Base Bid.
 - (i) That all bids submitted include the State of Hawaii general excise tax of four and one-half percent and markup (4.712%).
 - (j) That the time of completion for all the work in this Bid shall be 730 calendar days from the date of commencement indicated in the Notice to Proceed. Any extension of the Contract time will require the approval of the HHFDC Director as specified in the General Conditions.
 - (k) That HHFDC may extend the contract time and increase the contract sum after 730 calendar days from the date of commencement by no more than 730 calendar days and at the given unit prices in the Bid, respectively. See multi-term provision in Attachment – S3 of the Contract.
 - (l) That allowance work will be paid for on a cost-plus twenty percent (20%) for overhead and profit, for work done by the Contractor's own forces, and cost-plus ten percent (10%) for overhead and profit, for work done by the Contractor's subcontractor. Further, the HHFDC may require the Contractor to submit invoices, receipts and/or other information.
 - (m) That the liquidated damages for every calendar day of delay in the completion of the work shall be **\$150.00** per day as specified in the "Liquidated Damages" section of the Special Conditions.
 - (n) That HHFDC reserves the right, in its sole discretion, to reject any or all bids.
 - (o) That this Bid may not be withdrawn within sixty (60) calendar days subsequent to the opening of bids or any extension of time as may be requested by the Executive Director.
 - (p) That upon acceptance of this Bid, the undersigned will enter into, execute and deliver a contract in the prescribed form by HHFDC, and current state and federal tax clearances within ten (10) days after the contract is presented to the undersigned for signature or within such further time as the Director may allow.
 - (q) That by submitting this proposal, the undersigned is declaring that if awarded a contract, the undersigned will comply with Section 11-355, Hawaii Revised Statutes, which prohibits campaign contributions from State and County government contractors during the term of their contract, where the contractor is paid with funds appropriated by a legislative body
- 6) The following documents shall be attached to this Bid:
- (a) An affidavit in proof that the undersigned is not in default of any contract with the State of Hawaii.

- (b) An affidavit in proof that the undersigned has not entered into any collusion with any other person with respect to the submission of this Bid or any other bid for the work.
- (c) Current tax clearances from the Director of the Department of Taxation and the Internal Revenue Service.
- (d) Certificate of Good Standing from the Department of Commerce and Consumer Affairs.
- (e) Certificate of Compliance from the Department of Labor and Industrial Relations.

A valid and current Hawaii Compliant Express (HCE) Certificate of Vendor Compliance may be submitted in lieu of items (c) through (e) above.

- 7) Bidder shall designate those portions of the offer that contain trade secrets or other proprietary data that are to remain confidential, subject to HAR 3-122-30(c) and (d); and that the material designated as confidential shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.
- 8) Pursuant to section 3-122-9(d), if Bidder's offer is the lowest responsive bid, bidder must submit the complete signed original offer, with the original bid bond, if required, so that it is received within five (5) working days from the notification of intent to award
- 9) Receipt of the following addenda (if any) issued by the HHFDC is acknowledged by the date(s) of receipt indicated below:

Addendum No. 1 _____ Addendum No. 2 _____

Addendum No. 3 _____ Addendum No. 4 _____

It is understood that failure to receive any such Addendum shall not relieve the Bidder from any obligation of this Proposal.

OFFICIAL ADDRESS _____ FIRM NAME: _____

By: _____

Title: _____

_____ Date: _____

ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

Project: Villages of Kapolei – Lower Drainage Channel Maintenance
Kapolei (Ewa), Oahu, Hawaii

This is to certify that the undersigned understands and agrees to the provisions for liquidated damages contained in the bid to which this acknowledgement is attached, and that submittal of a bid constitutes acceptance of the provision and amount of liquidated damages for delay that shall be assessed at \$150 per calendar day.

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of bid.

WAGE CERTIFICATE

Project: Villages of Kapolei – Lower Drainage Channel Maintenance

The undersigned bidder certifies that in performing the services required for the above project, the services will be performed under the following conditions:

- a. Pursuant to Section 103-55 and Section 103-55.5, Hawaii Revised Statutes, the services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees of similar work (see Note below).
- b. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with. Any construction repair work performed in excess of \$2,000 will require that employees be paid per Chapter 104, Hawaii Revised Statutes, Wages and Hours of Employees on Public Works.
- c. The published Hourly Wage Rate Schedule may be obtained from the Department of Labor and Industrial Relations web site below:

<http://labor.hawaii.gov/rs/home/wages/72-2/>

By: _____

Firm: _____

Date: _____

Failure to submit this form with the bid may be cause for the rejection of the bid.

Note:

Minimum hourly wage for a General Laborer I (as of 4/01/16) is \$17.99.

FORM OF NON-DEFAULT AFFIDAVIT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

_____, being first

duly sworn deposes and says:

That he is _____
(a bidder, partner or officer)

of the firm of _____,
the party making the bid; that (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is not in arrears in any payment owned to the State of Hawaii or any of its political subdivisions or is not in default of any obligations to the State of Hawaii or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the State.

(Name of bidder if the bidder is an Individual)

(Name of partner if the bidder is a partnership)

(Name of officer if the bidder is a corporation)

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public, _____ Judicial Circuit, State of Hawaii

My commission expires _____, 20____



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 Hawaii Housing Finance and Development Corporation,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Director,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 677 Queen Street, Suite 300, Honolulu, Hawaii 96813
 _____ 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 Section 201H-4, Hawaii Revised Statutes, 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) Section 201H-191, Hawaii Revised Statutes
(Identify state sources)
 - or (2) Not Applicable
(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") 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

DOLLARS

(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

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 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 and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the 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 hundred fifty &00/100 _____ DOLLARS (\$ _____ 150.00) 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)

(Print Name)

Executive Director

(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 ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument
as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____
My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature _____ Date _____

NOTARY CERTIFICATION



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

The CONTRACTOR shall provide all services set forth in the Bidding Documents (Invitation For Bids No. 16-014-K85-S) and the CONTRACTOR's BID, which is incorporated herein by reference. The CONTRACTOR's BID shall include all bid items described in the Form of Bid, pages P-1 through P-11, as submitted by the CONTRACTOR on the Bid Opening date.

SAMPLE



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- A. The CONTRACTOR shall be compensated for services performed under this Contract in a total amount not to exceed _____ DOLLARS (\$ _____), which includes the 4.712% State General Excise Tax and markup, as set forth in the Invitation for Bids and CONTRACTOR's bid. Any additional State General Excise taxes shall be at the sole expense of the CONTRACTOR.
- B. PAYMENT. Payment for work performed by the CONTRACTOR shall be made in accordance with paragraph 17 of the 103D General Conditions.
- C. EXTENDED PERIOD. Compensation for services provided under a supplemental contract or performed during any extended period authorized by HHFDC shall be paid in accordance with the prices set forth in CONTRACTOR's bid, as described in the Form of Bid pages P-1 to P-11 and submitted on the Bid Opening date. CONTRACTOR shall comply with applicable laws or rules relating to worker's compensation, unemployment compensation, payment of wages (including labor wage escalations) and safety.



STATE OF HAWAII

TIME OF PERFORMANCE

- A. NOTICE TO PROCEED. The CONTRACTOR shall not commence any work under this Agreement prior to receipt from the STATE of a Notice to Proceed.
- B. COMMENCEMENT OF THE WORK. The CONTRACTOR shall commence work under this Agreement on the date indicated in the STATE's Notice to Proceed.
- C. DURATION. The time of completion for all the work described in the Form of Bid shall be within 730 calendar days after the date of commencement indicated in the Notice to Proceed. Any extension of time or implementation of the option period will require written approval of the STATE as stated in Paragraph 19 of the 103D General Conditions.
- D. TERMINATION FOR CONVENIENCE. The Contract may be terminated at any time pursuant to the Termination for Convenience clause set forth in paragraph 14 of the General Conditions of the Contract. The STATE shall give written notice of the termination to the CONTRACTOR at least thirty (30) days prior to the effective date of such termination.
- E. LIQUIDATED DAMAGES. Liquidated damages shall be assessed in the amount of One Hundred Fifty DOLLARS (\$150.00) per calendar day, in accordance with the term of paragraph 9 in the 103D General Conditions and the Special Conditions.
- F. TERM OF CONTRACT. This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Executive Director of the Hawaii Housing Finance and Development Corporation. The Contract is for the initial period of seven hundred thirty (730) calendar days. Unless terminated, the contract may be extended without the necessity of re-bidding, for not more than one (1) additional seven hundred thirty (730) days period or part thereof, upon mutual agreement in writing, at least sixty (60) days prior to expiration of the Contract. The Contract price for the extended period shall remain the same or lower than the initial bid price or as specified in the multi-term portion of the bid. Funds are available for only the initial term of the Contract, and the contractual obligation of both parties in each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds to the HHFDC.

The Contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's rights or the Contractor's rights under any termination clause of the Contract. The State will notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the Contract whether funds are available or not available for the continuation of the Contract for said succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with §103D-315(c), HRS and §3-122-149(g), HAR.



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)

(Date)

(Print Name)

(Print Title)

* 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)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII
SPECIAL CONDITIONS

1. INSURANCE. The CONTRACTOR agrees to secure and maintain during all times that the CONTRACTOR is engaged in performing the CONTRACTOR's duties and obligations, pursuant to this Agreement the following insurance:

A. Commercial General Liability including but not limited to automobile liability or Comprehensive General Liability insurance for bodily injury and property damage liability covering all of the operations of the CONTRACTOR, including but not limited to automobile liability and contractual liability specifically covering liability assumed herein in forms satisfactory to the STATE and with limits of liability, which shall not be less than the following:

\$1,000,000	bodily injury or personal injury per occurrence;
\$1,000,000	automobile liability per accident;
\$1,000,000	property damage per occurrence;
\$2,000,000	combined single limit per occurrence; and
\$2,000,000	yearly aggregate.

B. The CONTRACTOR shall furnish the STATE with certificates of such above-described insurance with the following endorsements noted thereon:

1) For Commercial General Liability or Comprehensive General Liability only:

(a) "Thirty (30) days prior written notice of cancellation, non-renewal or change in the policy shall be given to the STATE."

(b) "The STATE and the HHFDC shall be included by specific endorsements as additional insured parties."

(c) In the event of claims being made by one insured for which another insured is, or may be liable, the policy shall cover such insured against whom a claim is made or may be made in the manner as if separate policies had been issued to each hereunder.

(d) The policy shall be primary and any insurance carried by the STATE shall be excess, but only with respect to all operations of the insured. Any other insurance, which the STATE may have to insure loss, shall not contribute to a loss to which the insurance provided hereunder is applicable so long as such loss is due solely to all operations of the insured.

2) In the event of any reduction or exhaustion of the aggregate annual limits of liability, the CONTRACTOR shall immediately obtain additional insurance to replenish the limits of liability provided in this Agreement.



STATE OF HAWAII

SPECIAL CONDITIONS

- 3) The CONTRACTOR shall immediately provide written notice to the STATE should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

2. RESPONSIBILITY OF BIDDERS (§103D-310 HRS)

A. Pursuant to HRS Chapter 103D-310(c), the lowest responsive Bidder shall, at the time of award, be compliant with all laws governing entities doing business in the State, including, but not limited to:

- 1) Chapter 237, tax clearance;
- 2) Chapter 383, unemployment insurance;
- 3) Chapter 386, workers' compensation;
- 4) Chapter 392, temporary disability insurance;
- 5) Chapter 393, prepaid health care; and
- 6) Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

B. As proof of compliance, Bidders must furnish to the Hawaii Housing Finance and Development Corporation (HHFDC) a current and valid Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE) system. The State shall verify compliance on HCE. If a Bidder is not compliant on HCE at the time of award, the Bidder will not receive the award.

C. Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs. Bidders should register with HCE at <https://vendors.ehawaii.gov> prior to submitting an offer. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted as proof of compliance for award, execution of the contract, and final payment.

D. Timely Registration on HCE. Bidders are advised to register on HCE soon as possible.

E. Any Bidder making a false affirmation or certification under this subsection shall be suspended from further offerings or awards pursuant to section 103D-702. The procuring officer shall verify compliance with this subsection for all contracts awarded pursuant to sections 103D-302, 103D-303, 103D-304, and 103D-306, and for contracts and procurements of \$2,500 or more awarded pursuant to section 103D-305.

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
 - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
 - (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
 - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

GENERAL

1.01 GENERAL PROVISIONS: The General Conditions of the Contract and any supplementary conditions as agreed upon between the HHFDC and the Contractor are a part of this Contract and shall govern the Work.

1.02 DESCRIPTION OF WORK AREAS: This project shall encompass the various segments of the lower drainage channel. The lower drainage channel is divided into segments and designated as Work Areas as shown on the Work Area Maps. Area quantities are estimated and itemized in the Area Quantities Table. Channel cross-sections are also provided to define the limits of the channel width. Shoulder areas along the lower drainage channel length are described below. Descriptions of the Work Areas are as follows:

- A. Area 1 – This area shall encompass the concrete-lined area within the channel width (from the left bank to the right bank) of the lower drainage channel between stations 0+00 and 4+00 (approximately 43,200 square feet in area);
- B. Area 2 – This area shall encompass the grass-lined area within the channel width (from the left bank to the right bank) of the lower drainage channel between stations 4+00 and 50+00 (approximately 562,342 square feet in area);
- C. Area 3 – This area shall encompass the concrete and riprap-lined berm area within the channel width (from the left bank to the right bank) of the lower drainage channel between stations 50+00 and 52+00 (approximately 22,969 square feet in area), and includes the corrugated metal drainage pipes;
- D. Area 4 – This area shall encompass the grass-lined area within the channel width (from the left bank to the right bank) of the lower drainage channel between stations 52+00 and 67+00 (approximately 181,362 square feet in area);
- E. Area 5 – This area shall encompass the concrete-lined area beneath the bridge within the channel width (from the left bank to the right bank) of the lower drainage channel between stations 67+00 and 71+00 (approximately 48,363 square feet in area);
- F. Area 6 – This area shall encompass the concrete-lined area near the outlet of the Kapolei Golf Course within the channel width (from the left bank to

the right bank) of the lower drainage channel between stations 71+00 and 74+00 (approximately 40,966 square feet in area);

- G. Area 7 – This shoulder area shall encompass the unimproved area about 12-foot wide along the left bank of the lower drainage channel between the residential wall or fence and the channel edge, and longitudinally between stations 0+00 and 52+00 (approximately 62,400 square feet in area) bordering the Kapolei High School, Village 8 and Village 7;
- H. Area 8 – This shoulder area shall encompass the unimproved area about 10-foot wide along the right bank of the lower drainage channel between the channel edge and the railroad tracks, and longitudinally between stations 0+00 and 67+00 (approximately 67,000 square feet in area) bordering the Kalaeloa Development District.
- I. The Areas are also estimated as shown in the Area Quantities Table.

1.03 WORK COVERED BY THE CONTRACT DOCUMENTS:

- A. Removal and proper disposal of all trash and foreign items along the right and left shoulders, and the right and left slopes and bottom of the lower drainage channel at all Work Areas.
- B. Initial cutting of scrub brush and tall weeds along the right and left shoulders, and the right and left slopes and bottom of the lower drainage channel at all Work Areas.
- C. Application of herbicide over the entire right and left slopes and bottom of the lower drainage channel at all Work Areas.
- D. Maintenance of the entire lower drainage channel, including mowing, weeding, cutting, and removal of scrub brush vegetation to a height of 1' above grade.
- E. Removal and proper disposal of accumulated sediment and debris within Areas 5 and 6.
- F. Any and all unforeseen or emergency problems encountered during this contract period. Such work shall be conducted by the Contractor only upon authorization by the HHFDC.

1.04 CLEANING AND MAINTENANCE:

A. SCOPE. The Contractor shall furnish supervision, labor, equipment and incidentals necessary to complete the removal and proper disposal of all trash and foreign items, initial cutting of scrub brush and tall weeds, scheduled herbicide applications, optional additional cuttings and unforeseen emergency work within the lower drainage channel as described in these General Requirements.

B. DESCRIPTION OF WORK.

CAUTION:

The Contractor is advised that the Lower Drainage Channel was designed to allow for the percolation of retained storm water into the groundwater below. To protect the channel bottom, channel slopes and concrete outfalls, all cutting of scrub brush and tall weeds shall be accomplished by means of hand-held tools or stringed cutters only (blade attachments for stringed cutters are allowed.)

At no time shall the Contractor operate any type of tracked equipment within the Lower Drainage Channel for the purpose of the removal of trash or foreign items and for grubbing or gathering scrub brush and tall weeds for removal, without prior approval of the HHFDC.

1. Trash pick-up and removal. Prior to cutting of weeds within the channel, the Contractor shall remove all trash and foreign items from the right and left slopes and bottom of the channel. All items removed shall be segregated and disposed of at an approved City and County disposal site. Hazardous material encountered, if any, shall be disposed of according to all federal, state and county requirements.
2. Cutting of scrub brush and tall weeds. The Contractor shall cut all scrub brush and tall weeds to a height not to exceed 1" above the existing grade of the channel bottom and right and left slopes.
3. Application of herbicide. The Contractor shall submit Manufacturer's Data Sheets for herbicides that are approved by the Department of Land and Natural Resources, Aquatic Resources & Environmental Protection Section and the Department of Health, Clean Water Branch, to the HHFDC for approval prior to commencing with the scheduled herbicide applications. Application of the approved herbicide shall be as directed by the Manufacturer's requirements.

4. Optional cuttings. HHFDC may, at any time, request optional cutting of any area of the lower drainage channel. Optional cuttings shall be performed in section 2 above. The Contractor shall not conduct any optional cutting without specific written directions from HHFDC. Undertaking any of these optional cuttings by the Contractor without the specific written directions of the HHFDC will be at the Contractor's own risk and no payment shall be made by the HHFDC for any such work.
5. Removal of Sediment and Debris at Areas 5 and 6. The Contractor shall remove accumulated sediment and debris at the outlet of the drainage box culvert and surrounding area on an annual basis. Sediment and debris shall be disposed of at an appropriate land fill, in compliance with applicable laws. At no time shall wet sediment be transported along public roadways from the Lower Drainage Channel.
6. Unforeseen or emergency work. Work to correct unforeseen or emergency items or situations shall be determined by the HHFDC. All changes will be set forth in a field order or change order. Changes requiring an immediate response shall be done by Field Order. Upon receipt of a Field Order, the Contractor shall proceed with the changes as ordered. Any change in the work that does not require an immediate response shall be done by a Change Order or Supplemental Contract, and costs shall be negotiated and agreed upon before a Change Order or a Supplemental Contract is issued for this work. The Contractor shall not undertake any of this work without an approved Change Order and any work conducted prior to issuance of an approved Change Order or Supplemental Contract shall be at the Contractor's own risk and no payment shall be made by HHFDC for any such work.

1.05 MAINTENANCE SCHEDULE

- A. All scheduled maintenance services performed by the Contractor shall be in accordance with these GENERAL REQUIREMENTS.
- B. Verification of completed work by the HHFDC Inspector is a requirement of this contract for the approval of partial payments to the Contractor. Therefore, the Contractor shall notify the HHFDC, at least seven (7) calendar days prior to commencing any of the required cleaning, cutting or herbicide applications required by this Contract. Failure to notify the HHFDC for an inspection may delay the approval and processing of the requested partial payment, or may result in the denial of partial payment if

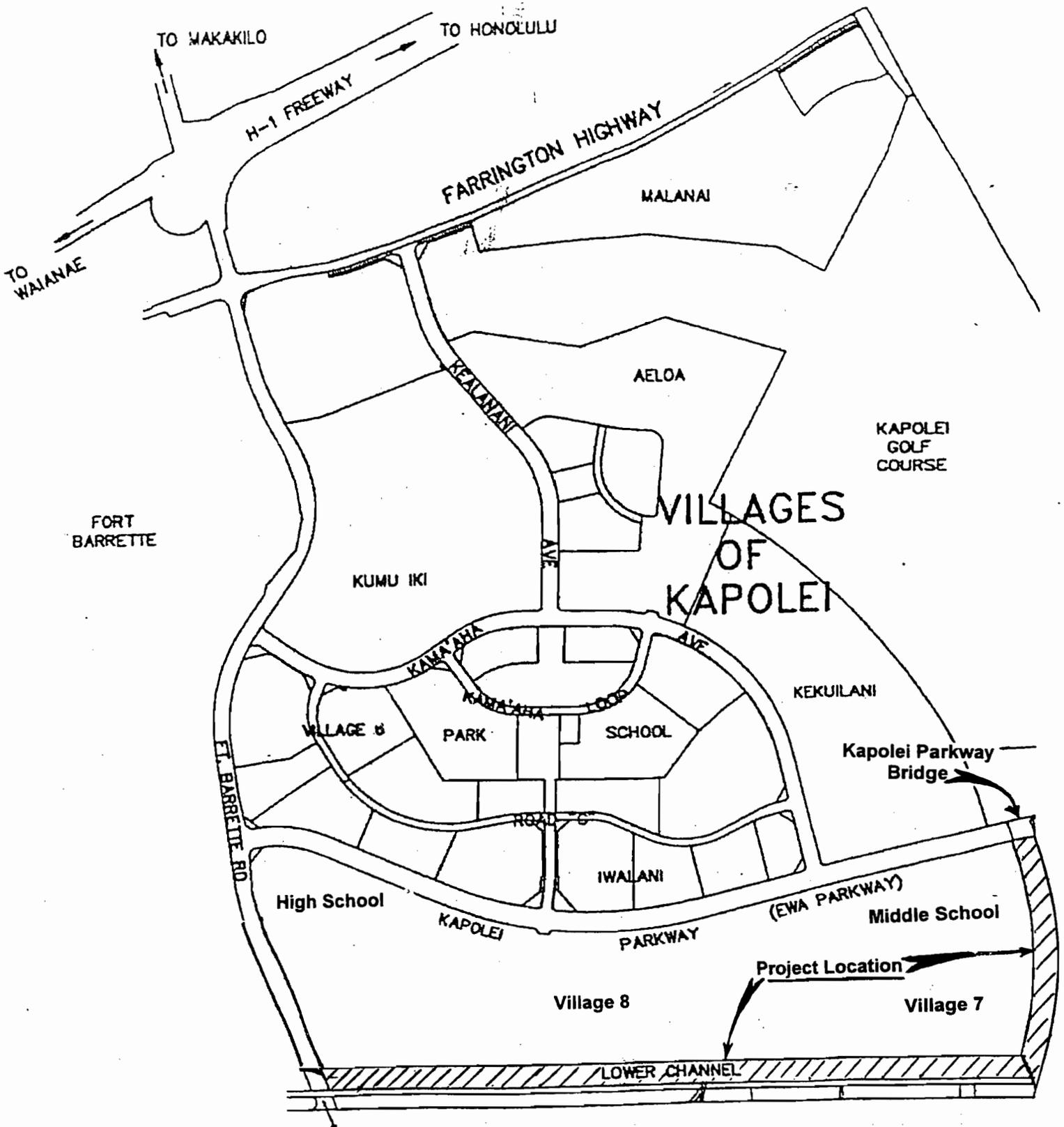
less than 50% coverage of all areas have been maintained for the respective period.

1.06 TIME OF COMPLETION

The time of completion for all work in the Contract shall be Seven Hundred Thirty (730) calendar days from the date of commencement indicated in the Notice to Proceed. Any extension of Contract time will be subject to the approval of the Executive Director as specified in these Specifications.

1.07 CONTINGENCY

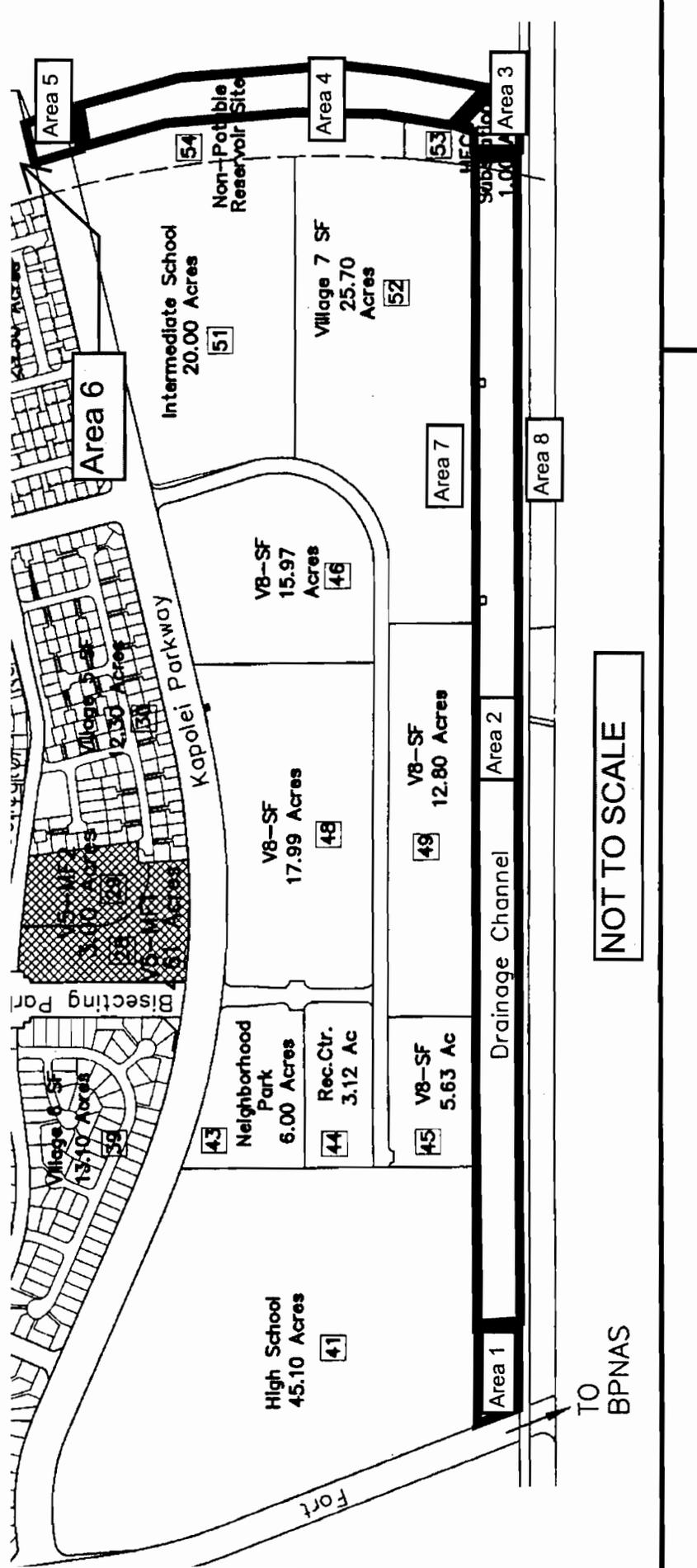
An allowance of \$20,000 is reserved for unforeseen or emergency work related to this Contract. This allowance shall be applied to work authorized by the HHFDC and performed by the Contractor. Allowance work shall be paid for on a cost-plus twenty (20) percent for overhead and profit, for work done by the Contractor's own forces, and cost-plus ten (10) percent for overhead and profit, for work done by the Contractor's subcontractor. The subcontractor may charge twenty (20) percent for overhead and profit on work performed by it under allowance. Further, the HHFDC may require that the Contractor submit invoices, receipts or other information.



VILLAGES OF KAPOLEI
 LOWER DRAINAGE CHANNEL
 MAINTENANCE

SITE LOCATION MAP

WORK AREA MAP



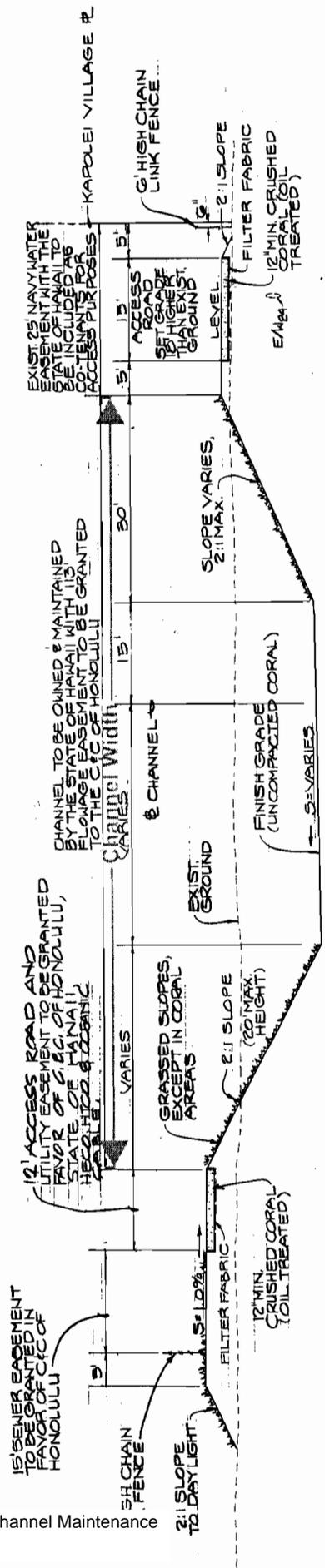
NOT TO SCALE

Villages of Kapolei - Lower Drainage Channel (2005)
Area Quantities

	Distance (lf)	Left Slope incline width	Left Slope Area (sf)	Invert width (lf)	Invert Area (sf)	Right Slope incline width	RS Area	Total Area (sf)	Plan Width (lf)
Area 1 (base yard/ramp) - Rip Rap & Concrete	400	48.00	19,200.00	37.00	14,800.00	23.00	9,200.00	43,200.00	108
Area 2 (lower segment) - grass lined	4600	52.72	242,518.25	37.00	170,200.00	32.53	149,623.79	562,342.05	108
Area 3 (drainage pipes) - Rip Rap & Concrete	200	36.90	7,379.02	50.00	10,000.00	27.95	5,590.17	22,969.19	108
Area 4 (upper segment) - grass lined	1500	41.37	62,050.89	46.00	69,000.00	33.54	50,311.53	181,362.42	113
Area 5 (Kapolei Parkway Bridge) - Rip Rap	400	41.37	16,546.90	46.00	18,400.00	33.54	13,416.41	48,363.31	113
Area 6 (golf course outlet) - Rip Rap & Concrete	300	53.01	15,903.95	50.00	15,000.00	33.54	10,062.31	40,966.25	129
Total Drainage Channel	7400		363,599.01		297,400.00		238,204.21	899,203.22	

	Distance (lf)	Left Shoulder width (lf)	Left Shoulder Area (sf)	Right Shoulder width (lf)	Right Shoulder Area (sf)	Total Area (sf)
Area 7 (Drainage Channel Left Bank Shoulder)	5200	12.00	62,400.00			62,400.00
Area 8 (Drainage Channel Right Bank Shoulder)	6700			10.00	67,000.00	67,000.00
Total Drainage Channel Banks			62,400.00		67,000.00	129,400.00

Subtotal Grass Lined Area (Areas 2 and 4)	17.07 ac	or	743,704.46 sf
Subtotal Riprap Lined Area (Areas 1, 3, 5 and 6)	3.57 ac	or	155,498.76 sf



A TYPICAL SECTION (BETW. STA. 52+00 TO STA. 67+00)
 LC-11 SCALE: 1"=10'

APPENDIX

Years 2016 and 2017
Holidays to be observed by the
HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov
Website where State Holiday Schedule posted

Year 2016 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2016</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Friday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 18 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 15 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 25 Friday.....	The twenty-sixth day in March
Good Friday.....	Mar. 25 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 30 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 10 Friday.....	The eleventh day in June
Independence Day.....	July 4 Monday.....	The fourth day in July
Statehood Day.....	Aug. 19 Friday.....	The third Friday in August
Labor Day.....	Sept. 5 Monday.....	The first Monday in September
General Election Day.....	Nov. 8 Tuesday.....	The first Tuesday in Nov. following the first Monday of even-numbered years. <i>(Hawaii State Constitution, Article 2 – Section 8)</i>
Veterans' Day.....	Nov. 11 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 24 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 26 Monday.....	The twenty-fifth day in December

Year 2017 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2017</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 2 Monday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 16 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 20 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 27 Monday	The twenty-sixth day in March
Good Friday.....	April 14 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 29 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 12 Monday.....	The eleventh day in June
Independence Day.....	July 4 Tuesday.....	The fourth day in July
Statehood Day.....	Aug. 18 Friday.....	The third Friday in August
Labor Day.....	Sept. 4 Monday.....	The first Monday in September
Veterans' Day.....	Nov. 10 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 23 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Monday.....	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 8/11/2015; subject to change.

ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

DATE _____

PROJECT: _____

HHFDC JOB NO. _____ CONTRACTOR _____

Ref: Bulletin No. _____ PCD No. _____ Field Order _____

Work Description _____

MATERIALS

Unit	Description	Unit Prices	Subtotal
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00
ea	_____	\$ _____	\$ 0.00

TOTAL FOR MATERIALS..... \$ 0.00 (1)

LABOR

Classification	Hours	Hourly Rate	Fringe	
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00
_____	_____	\$ _____	\$ _____	\$ 0.00
Fringe	0	\$ _____	\$ _____	\$ 0.00

SUBTOTAL FOR LABOR \$ 0.00 (2) \$ 0.00 (3)

TOTAL FOR LABOR (Fringes & Wages) (2) + (3) \$ 0.00 (4)

SUBTOTAL (MATERIALS & LABOR) (1) + (4) \$ 0.00 (5)

Overhead & Profit (15%) of (5)..... \$ 0.00 (6)

Insurance & Taxes (_____ % of (3) (see Note A)..... \$ 0.00 (7)

TOTAL (MATERIALS & LABOR) (5)+(6)+(7) \$ 0.00 (8)

ESTIMATE FOR CHANGE ORDER

(General and Subcontractor)

EQUIPMENT

Type or Class	Hours	Hourly Rate	
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
		\$	0.00
TOTAL FOR EQUIPMENT			\$ 0.00 (9)

SUBCONTRACTORS

Name	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
SUBTOTAL FOR SUBCONTRACTORS	
	\$ 0.00 (10)
Overhead & Profit 7% of (10)	\$ 0.00 (11)
TOTAL FOR SUBCONTRACTORS (10)+(11).....	\$ 0.00 (12)
TOTAL (MATERIAL, LABOR, EQUIPMENT & SUBCONTRACTORS) (8)+(9)+(12)	\$ 0.00 (13)
Bond Fee (%) of (13) if applicable (see Note B).....	\$ 0.00 (14)
General Excise Tax 4% on (13)	\$ 0.00 (15)
TOTAL FOR CHANGE ORDER (13)+(14)+(15)	\$ 0.00 (16)

- Notes: A Contractor to enter insurance & tax rate and submit proof of such
 B Contractor to enter bond rate and submit proof of such

HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION

677 QUEEN STREET, SUITE 300
HONOLULU, HAWAII 96813

FIELD ORDER

TO: _____

ATTN: _____

DATE: _____
FIELD ORDER NO.: _____
PROJECT: _____
HHFDC JOB NO.: _____
HHFDC CONTRACT NO.: _____

Work shall be performed in accordance with this FIELD ORDER and applicable provisions of the Contract Documents. To expedite the Work and avoid delays, proceed with this work promptly.

DESCRIPTION OF WORK TO BE PERFORMED OR DELETED:

ATTACHMENTS:

CONDITIONS AND TERMS:

- Work is considered a MINOR CHANGE and shall be performed at no additional cost or time to the HHFDC.
- Provide a cost proposal for the work. Submit the proposal in accordance with the General Conditions.
- Perform the Work under the Force Account Provisions of the General Conditions.
- Work is subject to an adjustment to contract price and / or contract time as follows:

<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Sum. Add \$ _____
<input type="checkbox"/> Fixed	<input type="checkbox"/> Estimate	<input type="checkbox"/> Maximum*	Change in Contract Time. Add _____ Working / Calendar Days

*Not to exceed cost and/or time that may be reduced after review and cost analysis of change proposals by the Hawaii Housing Finance and Development Corporation (HHFDC).

ISSUED BY:

RECEIVED:

Executive Director Date
Hawaii Housing Finance and Development Corporation

Contractor's Date
Authorized Representative



STATE OF HAWAII

SUPPLEMENTAL CONTRACT NO. ____
TO CONTRACT

(Insert contract number or other identifying information)

This Supplemental Contract No. _____, executed on the respective dates indicated below, is effective as of _____, between the Hawaii Housing Finance and Development Corporation _____, State of Hawaii

(Insert name of state department, agency, board or commission)

("STATE"), by its Executive Director _____, (Insert title of state officer executing contract)

(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____, 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. WHEREAS, the STATE and the CONTRACTOR entered into Contract

(Insert contract number or other identifying information)

dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____, which was amended by Supplemental Contract No(s). _____
dated _____, _____ (hereafter collectively referred to as "Contract"), whereby the CONTRACTOR agreed to provide the goods or services, or both, described in the Contract; and

B. WHEREAS, the parties now desire to amend the Contract.

NOW, THEREFORE, the STATE and the CONTRACTOR mutually agree to amend the Contract as follows: (Check Applicable box(es))

- Amend the SCOPE OF SERVICES according to the terms set forth in Attachment-S1, which is made a part of the Contract.
Amend the COMPENSATION AND PAYMENT SCHEDULE according to the terms set forth in Attachment-S2, which is made a part of the Contract.
Amend the TIME OF PERFORMANCE according to the terms set forth in Attachment-S3, which is made a part of the Contract.
Amend the SPECIAL CONDITIONS according to the terms set forth in Attachment-S6 SUPPLEMENTAL SPECIAL CONDITIONS, which is made a part of the Contract.
Recognize the CONTRACTOR'S change of name.

FROM: _____

TO: _____

As set forth in the documents attached hereto as Exhibit _____, and incorporated herein.

A tax clearance certificate from the State of Hawaii is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

A tax clearance certificate from the Internal Revenue Service is is not required to be submitted to the STATE prior to commencing any performance under this Supplemental Contract.

The entire Contract, as amended herein, shall remain in full force and effect.

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)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL
(If available)

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

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.

HHFDC Payment Progress Schedule "BREAKDOWN"

Payment Request No:

(A)	(B)	(C)	(D)	(C) x (D)	(E) x 5%	(E) - (F)	Prior (G)	(G) - (I)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
Roads/Parking Areas	1450	236,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Concrete Walkways	1450	175,000.00	60.00%	105,000.00	5,250.00	99,750.00	83,125.00	16,625.00
Exterior Stairs/Steps	1450	75,000.00	50.00%	37,500.00	1,875.00	35,625.00	21,375.00	14,250.00
Fencing/Retaining Walls	1450	125,000.00	25.00%	31,250.00	1,562.50	29,687.50	29,687.50	0.00
Ground Work	1450	225,000.00	75.00%	168,750.00	8,437.50	160,312.50	149,625.00	10,687.50
Onsite Infrastructure	1450	200,000.00	65.00%	130,000.00	6,500.00	123,500.00	76,000.00	47,500.00
Electrical Distribution Systems	1450	250,000.00	50.00%	125,000.00	6,250.00	118,750.00	47,500.00	71,250.00
Site Lighting	1450	50,000.00	15.00%	7,500.00	375.00	7,125.00	7,125.00	0.00
Landscaping	1450	115,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
Miscellaneous Site Work	1450	275,000.00	75.00%	206,250.00	10,312.50	195,937.50	182,875.00	13,062.50
Roofing	1460	434,000.00	70.00%	303,800.00	15,190.00	288,610.00	247,380.00	41,230.00
Heat/Cooling Systems	1460	20,000.00	80.00%	16,000.00	800.00	15,200.00	15,200.00	0.00
Exterior Structural Work	1460	25,000.00	66.80%	16,700.00	835.00	15,865.00	15,859.72	5.28
a. Conc Spall Repair	1460	25,000.00	62.00%	15,500.00	775.00	14,725.00	1,570.00	13,154.86
Waterproofing/Coating	1460	237,000.00	100.00%	237,000.00	11,850.00	225,150.00	225,150.00	0.00
Walkways/Lanais	1460	75,000.00	70.00%	52,500.00	2,625.00	49,875.00	17,812.50	32,062.50
Exterior Stairs	1460	80,000.00	50.00%	40,000.00	2,000.00	38,000.00	28,500.00	9,500.00
a. Conc Crack Repair	1460	20,000.00	0.70%	140.00	7.00	133.00	128.25	4.75
Electrical Systems	1460	367,450.00	55.00%	202,097.50	10,104.88	191,992.62	190,000.00	1,992.62
a. Install Metal Raceways	1460	18,750.00	40.00%	7,500.00	375.00	7,125.00	0.00	7,125.00
b. Install Copper Wires	1460	13,800.00	40.00%	5,520.00	276.00	5,244.00	0.00	5,244.00
Resident Protection	1460	24,000.00	100.00%	24,000.00	1,200.00	22,800.00	22,800.00	0.00
Mechanical System	1460	730,000.00	85.00%	620,500.00	31,025.00	589,475.00	554,800.00	34,675.00
Termite Control	1460	3,000.00	100.00%	3,000.00	150.00	2,850.00	2,850.00	0.00
Doors	1460	57,000.00	40.00%	22,800.00	1,140.00	21,660.00	21,660.00	0.00
Windows	1460	98,000.00	80.00%	78,400.00	3,920.00	74,480.00	46,550.00	27,930.00
Accessibility Work	1460	25,000.00	60.00%	15,000.00	750.00	14,250.00	9,500.00	4,750.00
Building Miscellaneous	1460	315,868.00	50.00%	157,934.00	7,896.70	150,037.30	150,037.30	0.00
Kitchen Work	1460	525,000.00	35.00%	183,750.00	9,187.50	174,562.50	124,687.50	49,875.00
Interior Stairs	1460	5,000.00	10.00%	500.00	25.00	475.00	0.00	475.00
Flooring	1460	100,000.00	44.00%	44,000.00	2,200.00	41,800.00	41,800.00	0.00
Bathroom Work	1460	295,625.00	35.00%	103,468.75	5,173.44	98,295.31	98,295.31	0.00
a. Patch opening to tub drain	1460	4,375.00	0.00%	0.00	0.00	0.00	0.00	0.00
Hazardous Material Abatement	1460	100,000.00	100.00%	100,000.00	5,000.00	95,000.00	95,000.00	0.00
Appliances	1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
SUBTOTAL		5,326,868.00	57.48%	3,061,760.25	153,088.01	2,908,672.24	2,506,893.22	401,779.01
Change Orders								
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(I)	(J)
Description of Work	Account Number	Contract Amount	Percent Complete	Amount Earned to Date	Retention	Net Amount Earned	Previous Payments Received	Amount Due
CO #1-Electrical Distr. Sys.	1450	5,000.00	20.00%	1,000.00	50.00	950.00	0.00	950.00
CO #1-Electrical Systems	1460	15,000.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #2-Kitchen Work	1460	3,000.00	75.00%	2,250.00	112.50	2,137.50	0.00	2,137.50
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
CO #		0.00	0.00%	0.00	0.00	0.00	0.00	0.00
TOTAL		23,000.00	14.13%	3,250.00	162.50	3,087.50	0.00	3,087.50

1450	1,731,000.00	46.92%	812,250.00	40,612.50	771,637.50	597,312.50	174,325.00
1460	3,616,868.00	62.27%	2,252,360.25	112,618.02	2,139,742.23	1,909,580.72	230,161.51
1465	2,000.00	20.00%	400.00	20.00	380.00	0.00	380.00
TOTAL	5,349,868.00	57.29%	3,065,010.25	153,250.52	2,911,759.73	2,506,893.22	404,866.51

CONTRACTOR'S CERTIFICATION OF PAYMENT

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements;
- (3) Any money paid to the prime contractor from previous payments have been dispersed to subcontractors and suppliers within ten (10) days after receipt of the money, in accordance with the terms of the subcontract agreements;
- (4) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

[103-10.5: H.R.S. - Prompt Payment and HUD-5370, General Conditions, Item 27]

**** NOTE: This form shall be submitted with each and every payment request.**

Company Name _____

Print Name and Title _____

Signature _____

Date _____ Payment Request No. _____

HHFDC Job # _____ Contract # _____

Job Title: _____

CONTRACTOR'S WAIVER AND RELEASE OF LIEN

The undersigned, _____ ("CONTRACTOR"), has furnished to Hawaii Housing Finance and Development Corporation ("HHFDC"), labor and materials for incorporation or use in improvements on the following job:

Villages of Kapolei –

_____, Oahu, Hawaii, HHFDC Job No.:
16 - _____-K85-S

situated on real property, being Tax Key: 1-9-001-016: _____,

located at Honouliuli, Ewa (Kapolei), Oahu, Hawaii.

In order to induce the HHFDC to pay the sum of \$ _____, to CONTRACTOR, the undersigned hereby releases the HHFDC, the State, and the owner of the above described real property, from any claims, and do hereby expressly waive and release any and all lien rights which the undersigned have or may have, against the improvements and/or the real property described above under Section 507-41, et seq., Hawaii Revised Statutes, as amended, for the furnishing of labor and/or materials up to and including _____.

Dated this ____ day of _____, 20____.

CONTRACTOR

By _____
Its

Witness:

(Address)

