

RELEASE DATE: JUNE 15, 2026

**State of Hawaii
Department of Transportation
Request for Proposals
Project No. HWY-ORL-2026.01**

**VEGETATION MANAGEMENT AND
GENERAL RAILWAY MAINTENANCE OF
RIGHT-OF-WAY FROM LUALUALEI NAVAL
ROAD TO FORT WEAVER ROAD,
HONOULIULI, EWA, OAHU, HAWAII**

OFFERS ARE DUE NO LATER THAN **2:00 P.M., HAWAII STANDARD TIME (HST)**, ON

JULY 27, 2026

(or as amended by the State of Hawaii Department of Transportation by an Addendum to this RFP)

BY SUBMISSION TO THE STATE OF HAWAII ePROCUREMENT SYSTEM (HIePRO)

**ALL QUESTIONS REGARDING THIS RFP, QUESTIONS OR ISSUES RELATING TO THE
ACCESSIBILITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND
ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR
ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS
RFP, SHALL BE SUBMITTED IN HIePRO NO LATER THAN 2:00 P.M., HST., ON
JULY 7, 2026.**

NOTICE TO PROPOSERS
Hawaii Revised Statutes (HRS), Chapter 103D

Sealed proposals will be received by the State of Hawaii Department of Transportation online at the Hawaii Electronic Procurement System (HiePRO) website at <https://hiepro.ehawaii.gov> no later than **2:00 p.m., HST, on July 27, 2026** for PROJECT NO. HWY-ORL-2026.01, VEGETATION MANAGEMENT AND GENERAL RAILWAY MAINTENANCE OF RIGHT-OF-WAY FROM LUALUALEI NAVAL ROAD TO FORT WEAVER ROAD, HONOULIULI, EWA, OAHU, HAWAII. The project covers a 40-foot right-of-way from Lualualei Naval Road to Fort Weaver Road that includes the Oahu Railway & Land Company railroad.

Beginning on the Release Date, the Request for Proposals (RFP) will be available on the HiePRO website at: <https://hiepro.ehawaii.gov/>. Registration on HiePRO is required for offerors to submit a proposal. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/vendor.html>.

Offerors shall submit and upload their complete proposals to HiePRO no later than the proposal due date and time above, as may be amended. Late proposals shall not be considered. FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.

A virtual pre-proposal conference is scheduled for June 29, 2026, at 11:00 a.m., HST. Interested Offerors shall contact the RFP Point of Contact below via email no later than five working days prior to the scheduled pre-proposal conference to receive the meeting invitation and link. All prospective Offerors and/or their respective representatives are encouraged to attend, however, attendance is not mandatory. All information presented at the pre-proposal

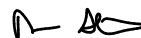
conference will be provided for clarification and informational purposes only. Any amendments to the solicitation shall be made by formal addendum and posted on HIePRO.

All Requests for Information (RFI), which includes any questions or clarification requests relating to this RFP, shall be submitted via the *Questions & Answers* tab in HIePRO **no later than 2:00 p.m., HST, on July 9, 2026.** RFI received after the stated deadline, and verbal RFI, shall not be addressed. All responses to RFI shall be issued by formal addendum and posted on HIePRO. Any amendments to the solicitation shall be made by formal addendum and posted on HIePRO.

If there is a conflict between the solicitation and information stated in the pre-proposal conference, the meeting minutes, and/or the responses to RFI questions, the solicitation shall govern and control, unless amended by formal addendum.

The Point of Contact for this RFP is Wayne Iwamasa, Property Manager, available via email at wayne.y.iwamasa@hawaii.gov or phone at (808) 692-7391.

The State reserves the right to cancel this request for proposals, to postpone or continue same from time to time, as it deems necessary, or reject any or all offers and to waive any defects in said offers for the best interest of the State.



ROBIN K. SHISHIDO
Deputy Director of Highways

RELEASE DATE: June 15, 2026

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Attachment A Offer Form OF-1 – Offer

Attachment B Offer Form OF-2 – Pricing (provided as a separate document)

Attachment C Offer Form OF-3 – Client References

Appendix A – Deeds

Appendix B – Project Map

Appendix C – List of General Rail Maintenance Activities

Appendix D – Contract Form and AG General Condition

Offer Checklist

Offeror must address ALL sections and attachments and provide the information and documentation as required in the table below.

No.	Description	Reference in RFP	Completed
1	Table of Contents	Table of Contents Section 4.5.1	<input type="checkbox"/>
2	Offer Checklist (with all items marked "Completed.")	Offer Checklist Section 4.5.2	<input type="checkbox"/>
3	Offer Forms OF-1, OF-2, and OF-3	Section 4.5.3 Attachment A Attachment B Attachment C	<input type="checkbox"/>
4	Executive Summary, not to exceed two (2) pages	Section 4.5.4	<input type="checkbox"/>
5	Management Approach	Section 4.5 Section 5.1	<input type="checkbox"/>
6	Technical Approach	Section 4.5 Section 5.2	<input type="checkbox"/>
7	Past Performance	Section 4.5 Section 5.3	<input type="checkbox"/>
8	Price	Section 4.5 Section 5.4	<input type="checkbox"/>
9	Confidential, Protected or Proprietary Information Section	Section 4.5.6 Section 8.10	<input type="checkbox"/>

Authorized Offeror Signature

Section 1

General Information

1.1 Purpose

The State of Hawaii Department of Transportation (“State” or “HDOT”) is seeking proposals for vegetation management and general railway maintenance of a 40-foot-wide railroad right-of-way from Lualualei Naval Road to Fort Weaver Road in Honouliuli, Ewa, Oahu, Hawaii.

1.2 Background and Scope Summary

1.2.1 Background

The Oahu Railway and Land Company (OR&L) is a 40-foot-wide railroad right-of-way that was conveyed to the State by Deed dated June 5, 1980, recorded as Document No. 80-68673 in the Bureau of Conveyances, a copy of which is attached hereto as Appendix A. The railroad right-of-way traverses from Auyong Homestead Road to Waipahu Depot Street on the island of Oahu. The portion of the Right-of-Way from Lualualei Naval Road to Fort Weaver Road, just past Renton Road, is listed on the National Register of Historic Places.

This RFP serves to procure services for the vegetation management and rail maintenance within the right-of-way of the OR&L railroad. There shall also be an opportunity to operate a non-profit historic railroad train (museum) under a separate use and occupancy permit subject to the written approval of the Hawaii State Historic Preservation Officer and the written authorization of the Hawaii Division Administrator, Federal Highway Administration, provided that the operation, maintenance or alteration of the facilities shall be in accordance with state and federal requirements applicable to facilities listed on the National Register of Historic Places. Vegetation management, rail maintenance and operation of the train shall be performed in a safe, environmentally-friendly manner, in compliance with state and federal historic preservation laws and in accordance with all applicable laws in the prosecution of the work.

1.2.2 Scope Summary

The scope of work includes vegetation management and general maintenance of the railroad and includes routine inspections and recommendations for weed control and rail maintenance all within the right-of-way of the railroad. Maintenance of the railroad shall require that the historic integrity of the railroad be preserved, including all rails, ties, signals, and appurtenances in their existing condition, natural and unavoidable deterioration excepted, and shall be in accordance with state and federal requirements applicable to facilities listed on the National Register of Historic Places. At the option of the Offeror, the railroad may be operated by a non-profit historic railroad train (museum)

under terms and conditions provided in the Deed, 23 CFR 710.405, and a Use and Occupancy Agreement issued by HDOT, provided that the operation, maintenance or alteration of the railway shall be in accordance with state and federal requirements applicable to facilities listed on the National Register of Historic Places.

1.3 Schedule and Significant Dates

The table below contains the State’s current estimate of the schedule and significant dates. All times are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due Date and Time" is delayed, the rest of the schedule may likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates prior to the proposal due date shall be made by addendum.

Event	Date
Solicitation Release (Page 1):	June 15, 2026
Virtual Pre-Proposal Conference (Notice to Proposers, Page 2):	June 29, 2026
Question Submittal Deadline (Notice to Proposers, Page 3):	July 7, 2026 at 2:00 p.m., HST
Answers to Questions (Notice to Proposers, Page 3)	July 17, 2026
Proposal Due Date and Time (Solicitation Release, Page 1 & Notice to Proposers, Page 2):	July 27, 2026 at 2:00 p.m., HST
Evaluations (Section 5, 5.1 to 5.4, Pages 28 to 31; Section 6, 6.1, Page 32):	July 28, 2026 – August 28, 2026
Date for Discussions with Priority-Listed Offerors (if necessary)(Section 6, 6.4, Page 32):	August 31, 2026 – September 4, 2026
Due Date for Best and Final Offer (BAFO), (if necessary)(Section 6, 6.5, Page 33):	September 25, 2026, at 2:00 p.m., HST
Anticipated Award Date (Section 6, 6.9, Page 34):	November 6, 2026

1.4 Contract Type

This solicitation will result in a fixed-price contract in accordance with section 3-122-136, Hawaii Administrative Rules (HAR), as amended.

1.5 Period of Performance

The contract shall be for a period of one (1) year beginning on the date specified in the Notice to Proceed. Unless terminated, the contract may be extended without re-solicitation, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than four (4) additional one-year periods, or portions thereof. The entire term of contract, including extensions, shall not exceed five years.

1.6 Point of Contact

The State of Hawaii, Department of Transportation, Highways is the issuing agency for this document and all subsequent addenda relating to it. The reference number for the transaction is RFP No. HWY-ORL-2026.01. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The person identified below is the single point of contact (POC) **during** this procurement process. Offerors must not communicate about this RFP with members of the Evaluation Committee, or any State employee not specifically named in this RFP, except upon invitation by the State as part of discussions or best and final offers. Doing so may be cause for proposal rejection. The POC designated by the State of Hawaii, Department of Transportation is:

Wayne Iwamasa
Property Manager
Department of Transportation, Highways
Email: wayne.iwamasa@hawaii.gov
Phone: (808) 692-7391

1.7 Definitions

The following definitions apply to this solicitation:

- 1.7.1 **ADA** means the Americans with Disabilities Act of 1990.
- 1.7.2 **Best and Final Offer (BAFO)** means the final offer provided prior to determining a contract award.
- 1.7.3 **Contract** means the written agreement between the Contractor and the State, by which the Contractor shall provide all labor, equipment, and materials and perform the specified work within the contract time stipulated, and by which the State of Hawaii is obligated to compensate the Contractor at the prices set forth in the contract documents.
- 1.7.4 **Contract Administrator** means the person designated to manage the various facets of the contract(s) to ensure the Contractor's total performance is in accordance with the contractual commitments and obligations are fulfilled.
- 1.7.5 **Contractor** means the individual, partnership, corporation or other legal entity, or combination thereof, contracting with the State for performance of the prescribed work.
- 1.7.6 **Deed** means that Deed dated June 5, 1980, Document No. 80-68673 from the United States of America to the State Department of Transportation.
- 1.7.7 **Evaluation Committee** means the committee of at least three (3) governmental employees with sufficient qualifications in the area of the goods, services, or construction to be procured, selected in writing by the procurement officer, whose

purpose is to evaluate the proposals.

- 1.7.8 **Federal Highway Administration (FHWA)** means the Federal Highway Administration.
- 1.7.9 **Federal Railroad Administration (FRA)** means the Federal Railroad Administration.
- 1.7.10 **Fixed-price basis** means an established price agreed upon by the Contractor and Purchasing Entity, by agreement or by authority, as the price to be charged for a specified amount of services.
- 1.7.11 **General Excise Tax (GET)** means General Excise Tax.
- 1.7.12 **Goods** mean all property, including but not limited to equipment, equipment leases, materials, supplies, printing, insurance, and processes, including computer systems and software, excluding land or a permanent interest in land, leases of real property, and office rentals.
- 1.7.13 **Governmental body** means any department, commission, council, board, bureau, authority, committee, institution, legislative body, agency, Government Corporation, or other establishment or office of the executive, legislative, or judicial branch, city or county of any U.S. State, (including the Office of Hawaiian Affairs for the State of Hawaii).
- 1.7.14 **Hawaii Administrative Rules (HAR)** means the adopted operating procedures for state agencies authorized by the laws of the State of Hawaii.
- 1.7.15 **Hawaii Compliance Express (HCE)** means the State's electronic system that provides vendors, contractors and service providers doing business with state or county agencies a service to document that they are compliant with applicable laws.
- 1.7.16 **Hawaii Cultural Resource Information System (HICRIS)** is an interactive portal that provides access to the State Historical Preservation Division's historic and cultural resource database.
- 1.7.17 **Hawaii Manual for Sustainable Landscape Maintenance (HMSLM)** means the Hawaii Manual for Sustainable Landscape Maintenance, 2011, Highways Division, Hawaii Department of Transportation, et. seq.
- 1.7.18 **Hawaii Revised Statutes (HRS)** means the laws that govern the State of Hawaii.
- 1.7.19 **Hawaii Standard Time (HST)** means Hawaii Standard Time.
- 1.7.20 **Hawaii State Department of Transportation (HDOT)** means the State of Hawaii Department of Transportation.

- 1.7.21 **Hawaii State Department of Transportation (HDOT)** means the Hawaii State Department of Transportation, Highways Division.
- 1.7.22 **Hawaii State Department of Transportation, Highways Division, Right-of-Way Branch (HDOT-ROW)** means the Hawaii State Department of Transportation, Highways Division, Right-of-Way Branch.
- 1.7.23 **Hawaii State Historic Preservation Office (SHPO)** means the Hawaii State Historic Preservation Office.
- 1.7.24 **Hawaii State eProcurement System (HiEPRO)** is the State of Hawaii eProcurement System, a system for issuing solicitations, receiving responses, and issuing notices of award.
- 1.7.25 **In-kind** means new materials used in repairs or replacements match the material being repaired or replaced in design, color, texture, other visual properties, and, where possible, materials.
- 1.7.26 **Inventory of the Oahu Railway and Land Company Right of Way (Final May 2025)** is an inventory of the character-defining features of the OR&L right-of-way.
- 1.7.27 **Key Performance Indicator (KPI)** means how a quantifiable measure is utilized to assess the success of a Contractor in meeting strategic goals and objectives for performance.
- 1.7.28 **Manual on Uniform Traffic Control Devices (MUTCD)** means the Manual on Uniform Traffic Control Devices, 2009, Federal Highway Administration, U.S. Department of Transportation, et. seq.
- 1.7.29 **Museum** means the non-profit historic railroad museum referenced in the Deed.
- 1.7.30 **Oahu Railway and Land Company (OR&L)** means the Oahu Railway and Land Company.
- 1.7.31 **Offeror** means the company or firm that submits a proposal in response to this Request for Proposals.
- 1.7.32 **Occupational Safety and Health Administration (OSHA)** means the U.S. Department of Labor, Occupational Safety and Health Administration.
- 1.7.33 **Program Comment** means the Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of-Way (<https://www.govinfo.gov/content/pkg/FR-2019-06-28/pdf/2019-13779.pdf>).
- 1.7.34 **Programmatic Agreement (PA)** establishes a streamlined process for handling

routine environmental requirements for projects impacting the OR&L right-of-way.

- 1.7.35 **Proposal (Offer)** means the official written response submitted by an Offeror in response to this Request for Proposals.
- 1.7.36 **Proposer** has the same meaning as Offeror.
- 1.7.37 **Procurement Officer (PO)** is the Contracting Officer for the State.
- 1.7.38 **Request for Proposals (RFP)** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
- 1.7.39 **Right-of-Way (ROW)** means the State right-of-way.
- 1.7.40 **Services** means the furnishing of labor, time, or effort by a contractor or Contractor, which involves the delivery or supply of products.
- 1.7.41 **SOI** means the U.S. Secretary of Interior.
- 1.7.42 **State** means the State of Hawaii, including its departments and political subdivisions.
- 1.7.43 **Statement of Work** means the services to be delivered by the Contractor.
- 1.7.44 **Subcontractor** means an individual, partnership, firm, corporation, or joint venture, or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.
- 1.7.45 **Use and Occupancy Agreement (UOA)** means Use and Occupancy Agreement.
- 1.7.46 **United States Postal Service (USPS)** means the United States Postal Service.

1.8 Governing Laws and Regulations

This RFP is issued under the provisions of the State of Hawaii, HRS Chapter 103D, and related HAR. All prospective Offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of the Offeror. Information about governing laws is available at: <http://spo.hawaii.gov/>

This procurement shall be governed by the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

- 1.8.1 **Campaign contributions by State and County Contractors.** Contractors are hereby notified of the applicability of HRS § 11-355 which states that campaign

contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, contact the Campaign Spending Commission at (808) 586-0285.

- 1.8.2 **Equal Opportunity.** The Equal Employment Opportunity Regulations of the Secretary of Labor implementing Executive Order 11246, as amended, shall be complied with on this project.
- 1.8.3 **Nondiscrimination in Federally Assisted Programs.** The U.S. Department of Transportation Regulation entitled “Nondiscrimination in Federally Assisted Programs of the U.S. Department of Transportation,” Title 49, Code of Federal Regulations (CFR), Part 21 is applicable to this project. Offerors are hereby notified that the Department of Transportation will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the most qualified and responsible offeror without discrimination on the grounds of race, color, national origin, or sex (as directed by 23 CFR Part 200).

Section 2

Solicitation Information

2.1 Electronic Procurement

The State has established HiePRO to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HiePRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.hawaii.gov/welcome.html>, select HiePRO Vendor Registration and then Vendor Registration Guide.

The State will use HiePRO to issue the RFP, issue Addenda to the RFP, and receive Offers. Addenda and other information and materials shall be provided by the State through HiePRO, including additions or changes with respect to the dates in *Section 1.3 Schedule and Significant Dates*. The State is not be responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

Offerors are advised that they should not wait until the last minute to submit their proposal on HiePRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through HiePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

2.1.1 HiePRO Special Instructions. Offeror shall review all special instructions located in HiePRO. Offerors are responsible for ensuring that all necessary files are attached to their offer prior to the proposal deadline.

2.2 RFP Addenda

Addenda shall be issued for amendments and clarifications to the solicitation prior to submission of offers, and as allowed and provided for in the Competitive Sealed Proposals method of procurement.

Changes to this RFP, including but not limited to contractual terms and procurement requirements, shall only be modified via formal written addenda issued by the HDOT.

The State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor HiePRO to obtain RFP addenda or other information relating to the RFP.

2.3 Pre-Proposal Conference

A virtual pre-proposal conference is planned and will be held on the date and time indicated in the Notice to Proposers in the RFP specifications posted in HiePRO. Refer to the notice for more

information. Attendance at the conference is optional. A summary of the pre-proposal conference will be provided via an addendum posted in HiePRO.

2.4 Questions Regarding RFP Contents

If a prospective Offeror believes that any provision of the RFP is unclear, potentially defective, or would prevent the Offeror from providing a meaningful Offer, the Offeror shall submit questions to the State POC through HiePRO, as detailed in Section 2.5 Electronic Submission of Questions. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The State POC will respond on HiePRO by the date for the same in *Section 1.3 Schedule and Significant Dates*. The State may issue Addenda in response to written questions received regarding the RFP.

2.5 Electronic Submission of Questions

All questions must be submitted on HiePRO using the *Questions & Answers* tab. Questions must be submitted by the question deadline date and time shown in *Section 1.3 Schedule and Significant Dates* of this RFP. Answers will be issued on HiePRO as stated in *Section 1.3 Schedule and Significant Dates*.

Offerors are cautioned about including context in questions that may reveal the source of questions. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Offerors.

2.6 Proposal Due Date

Proposals must be received by the Proposal Due Date and Time stated in *Section 1.3 Schedule and Significant Dates* of this RFP.

2.7 Cancellation of Procurement and Proposal Rejection

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part and waive any defects when it is determined to be in the best interest of the State, pursuant to HRS §103D-308, and HAR §§3-122-96 and-97.

2.8 Firm Offers

Responses to this RFP, including proposed costs and/or fees will be considered firm for ninety (90) days after the proposal due date.

2.9 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the State may accept any item or a combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. If the Offeror so restricts its Proposal, the State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.10 Ownership or Disposition of Proposals and other Materials Submitted

All costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether any award results from this RFP. The State shall not reimburse such costs. All proposals become the property of the State of Hawaii.

2.11 Additional Information

The Offeror shall provide additional information regarding aspects of an Offeror's Proposal within five (5) business days of the State's request unless the State specifies another period. As noted, each Offeror shall submit only one Proposal. If an Offeror submits more than one Proposal, then the State reserves the right to reject and/or dismiss the Offeror from the RFP process.

Section 3 Scope of Work

3.1 General Description

The State is seeking proposals from qualified Offerors able to provide vegetation management and railroad maintenance services, including routine inspections and recommendations for weed control and rail maintenance, all within the nationally-registered portion of the State's 40-foot-wide OR&L railroad right-of-way (ROW) from Lualualei Naval Road to Fort Weaver Road. A Project Map showing the limits of the areas to be maintained is attached hereto as Appendix B. The ROW primarily consists of a historical railroad facility: a raised rail bed, rails, ties, signals, bridges, one whistle stop and appurtenances. The OR&L has no adjacent facilities such as depots, stations, or water towers.

The ROW from Lualualei Naval Road to Fort Weaver Road is listed on the National Register of Historic Places and is subject to federal and state compliance, as further described in this Request for Proposal. The Offeror has the option of operating a non-profit railroad museum from Waipio Point Access Road to Lualualei, pursuant to terms and conditions of the Deed, 23 CFR 710.405, and a Use and Occupancy Agreement issued by the Hawaii Department of Transportation Right of Way Branch (HDOT-ROW), subject to written approval by the Hawaii State Historic Preservation Office (SHPD) Officer and the written authorization of the Hawaii Division Administrator of the Federal Highway Administration. The details for the non-profit rail museum are described below.

Vegetation management within the railroad right-of-way must be managed to have complete and safe access to the facility. Branches and foliage must be cleared to maintain visibility around signs, signals, switches, and crossings, and to keep trains from hitting overhanging vegetations. Weed control on the berm is important to ensure proper drainage and to prevent fouling of the ballast. Low growing grass should be promoted to prevent weeds from propagating into the ballast bed (track area). No growth is permitted in the ballast bed and regular mowing of the area between the verge and the bank should ensure that any growth in this area remains neat and trim and free from litter throughout the maintenance period. A solid maintenance plan should include preventative measures to address the symptoms of existing vegetation overgrowth.

General rail maintenance shall require that the historical integrity of the rail facility be preserved. Preservation includes the maintenance and repair of existing historic materials and retention of the railroad's form as it has evolved over time. Whenever possible, historic materials must be repaired rather than replaced. In cases where existing historic materials are beyond repair, replacement must be carried out In-kind. Documentation demonstrating that the work would be In-kind and utilizes non-damaging or reversible methods must be provided to HDOT-ROW.

The Offeror acknowledges and agrees to comply with the covenants running with the land as described in that Deed dated June 5, 1980, filed as Document No. 80-68673 in the State Bureau of Conveyances, a copy of which is attached hereto as Appendix H, including, but not limited to, the covenant to preserve the integrity of the railroad facilities located within the ROW, including

all rails, ties, signals, and appurtenances, in their existing condition, natural and unavoidable deterioration excepted, provided, however, that said railroad facilities may be operated by an assignee as a non-profit historic railroad museum and provided that the operation, maintenance, or alteration of said facilities shall be in accordance with State and Federal requirements applicable to facilities listed and described in sections 1 and 3, (pages 2 and 3) of the Deed, which include, but are not limited to:

- a) Title 1 of the National Environmental Policy Act of 1969 (NEPA) 42 U.S.C. Section 4321 et seq;
- b) Section 106 of the National Historic Preservation Act of 1966 16 U.S.C. Section 470F;
- c) Section 1(3) and 2(b) of Executive Order 11593, May 13, 1971, "Protection and Enhancement of the Cultural Environment";
- d) Procedures of the Advisory Council on Historic Preservation for the Protection of Historic and Cultural Properties (36 CFR Part 800);
- e) Section 4(f) of the Department of Transportation Act and 23 U.S.C. Section 138;
- f) Title VI of the Civil Rights Act of 1964;
- g) Title 49 C.F.R. Part 21;
- h) Section 11504 for the Fixing America's Surface Transportation Act (FAST Act);
- i) Advisory Council for Historic Preservation (ACHP) "Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of-Way" dated August 24, 2018.
- j) 23 CFR 774.14(a)(2), Section 4(f) Department of Transportation Act;
- k) State Historic Preservation Office requirements; and
- l) Any applicable State and Federal requirements pertaining to facilities listed on the National Register of Historic Places

The qualified Offeror may request to operate a non-profit historic railroad museum from Waipio Point Access Road to Lualualei in the OR&L ROW. Operation of the museum shall be subject to the terms and conditions in the Deed, 23 CFR 710.405, and a Use and Occupancy Agreement issued by HDOT. Issuance of the UOA requires written approval by the Hawaii SHPD Officer and written authorization by the Hawaii Division Administrator, Federal Highway Administration.

3.2 Minimum Requirements

The Offeror shall demonstrate to HDOT that Offeror or its subcontractor's possess the required licenses, certifications and permits necessary to conduct business in the State of Hawaii related to maintaining railroad infrastructure and performing railroad vegetation management in compliance with federal, state, county and local rules and regulations. At the time that proposals are due, the Offeror or its subcontractor shall have a minimum of two (2) consecutive years of experience performing landscaping work in Hawaii that requires a C-27 Specialty Contractor's license. Offeror must also possess a current and valid C-27 license and disposal permit and provide a list of personnel who are trained and certified as a Flagger, Traffic Control Technician, and Traffic Control Supervisor with the American Traffic Safety Services Association. Copies of the required licenses, certifications, and permits shall be submitted to HDOT with the proposal.

3.3 Scope of Work

The scope of work includes the following:

3.3.1 Vegetation Management

Maintenance of the OR&L ROW shall include comprehensive **vegetation management**. Contractor shall have (30) days from the Notice to Proceed date to complete an initial clearing and remediation of any severe vegetation overgrowth, unless an extension is granted by the State. To ensure the proper care and upkeep of the ROW vegetation, Contractor shall implement a **complete vegetation control program** which involves the proactive eradication of weeds (both pre- and post-sprout), the control of vegetation intrusion along the railroad right-of-way line, and brush cutting to maintain a clear track area. Furthermore, the Offeror is responsible for general landscaping services, including mowing, edging, weeding, trimming and care of all shrubs and trees, fertilizing, removing invasive plants, mulching, and cultivating. Pre-emergent herbicides shall be applied as necessary to manage and prevent excessive weed growth.

Contractor shall trim brush and branches affecting the sight distance to any traffic signs and eliminate all traffic hazards to ensure signs are always visible. Vegetation shall not hang over the travel way. Trimming, raising, and side pruning of trees shall provide clearances along the railroad right-of-way line, signs, utility poles and lines, and other structures.

Contractor shall be responsible for controlling all undesirable vegetation intrusions into right-of-way areas from the adjoining properties. In extreme cases, Contractor shall work with adjacent property owners to control the intrusions. Ultimately, it is Contractor's responsibility to control or mitigate all undesirable vegetation intrusions.

Herbicides may be used for weed control. Contractor shall obtain written approval from HDOT before using herbicides. Contractor may purchase herbicide from suppliers, but prior to purchase, Contractor shall submit a list of needed herbicides and their respective price to HDOT for approval. Herbicide purchased without HDOT's approval shall not be paid.

Contractor shall maintain a record of all herbicides used on the project, including the name of the herbicide, location and areas of application, dates of application, rates of application, and total

quantity used in a single day. A copy of the record shall be submitted to HDOT weekly or as requested. Contractor shall not spray herbicides on windy or rainy days. Contractor shall not spray within any drainage structures or swales and shall exercise care when spraying near drainage structures or swales so that the herbicide does not enter the drainage structure or swale.

If the undesirable vegetation is greater than five (5) feet in height, then it shall be cut first to a height no greater than six (6) inches and then sprayed. The processing, handling, and application of the herbicide must be in compliance with all rules and regulations of the State of Hawaii, Department of Agriculture, and all other applicable Federal, State, County and local rules and regulations.

All work shall be performed in strict compliance with the manufacturer's label and Safety Data Sheet (SDS), as applicable and in accordance with all State, Federal, County and local rules and regulations. A copy of the SDS shall be submitted to HDOT as a part of the Contractor's request for approval to use an herbicide and a copy shall be maintained by Contractor at the job site during processing, handling, and application of herbicides.

Any damage to man, vegetation, environment, or other property, within or outside the railroad right-of-way due to the use of herbicides by Contractor shall be the sole responsibility of Contractor.

Debris and litter within the railroad right-of-way which originated from the vegetation management work shall be removed by Contractor before the end of each workday, or immediately if it causes a traffic hazard. Litter shall be hauled offsite for proper disposal by Contractor. General clean-up shall be conducted two (2) days per week. During each general clean-up day all litter shall be picked up along the entirety of the portion of the railroad right-of-way covered by this contract. If no litter is observed or picked up on a given general clean-up day, then this shall be documented and readily available upon the request of HDOT. This shall be strictly enforced.

Debris, rubbish, and solid/hazardous waste shall be removed from the railroad right-of-way and disposed of accordingly with federal, state, county and local rules and regulations. Under no circumstances shall debris, rubbish, and solid/hazardous waste be stockpiled within the State railroad right-of-way. Any pre-existing stockpile at the beginning of the contract shall be removed within thirty (30) days.

Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision, and transportation to perform all services. Contractor's vehicles must have Contractor's name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from one hundred (100) feet. All vehicles shall be kept in good condition and appearance and shall meet all State and County licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements.

Contractor shall submit a plan, describing the schedule of proposed vegetation management and methods for weed control, waste removal and clearing the right-of-way. The plan shall demonstrate their proposed system for keeping detailed financial records and reports for any maintenance work. Financial records and maintenance reports must be maintained for the duration

of the contract and kept for a period of three years after the termination of the contract. Contractor to provide detailed emergency work protocols and to keep records of any emergency work performed within the railroad ROW.

3.3.2 Rail Maintenance

Together with vegetation management, Contractor shall facilitate and perform the required scope of work for inspecting, servicing and maintaining a narrow gauge, Class X track railroad within the OR&L ROW.

Maintenance of the railroad shall require that the historic character of the railroad be preserved in order to maintain the railroad's significance. This includes following the SOI's Standards for the Treatment of Historic Properties (<https://www.nps.gov/tps/standards.htm>), which generally recommends replacing character defining features with in-kind materials and workmanship where possible. Contractor shall obtain written pre-approval from an SOI-qualified professional prior to repairs and materials being selected at the start of the project. In addition, all repairs and replacements of parts of the facility must obtain written pre-approval from SHPD via HICRIS. Written pre-approval from an SOI-qualified professional and SHPD shall be submitted to the Right-of-Way Manager or his/her designee. The Right-of-Way Manager or his/her designee shall give final approval to purchase materials or to start the project.

The character-defining features of the OR&L ROW are documented in the *Inventory of the Oahu Railway and Land Company Right of Way, Final-May 2025*. A comprehensive list of the general maintenance activities required for historic railroad properties is attached hereto as Appendix C.

Maintenance should also include regular repairs from Waipio Point Access Road to Lualualei that permit the continuous and safe operation of a historic railroad museum, including in-kind replacement of rails, ties, and tack, as necessary, and ensure that a sufficient supply of crushed white coral for the bed of the railroad ties is maintained for rail support.

Maintenance of specific character defining features of the OR&L are listed below:

- a) **Ballast.** Must use crushed white coral as ballast.
- b) **Rails, Ties and Tacks.** Any replacement parts must use 60-lb steel rail. Contractor shall regularly maintain rails, ties, and tacks throughout the maintenance area, whether or not in working condition.
- c) **Passenger Platforms and Whistle Stops.** The Gilbert Whistle stop (west of the Advertiser Building after Bridge 28) is the only known remaining passenger platform or Whistle Stop and requires regular maintenance to prevent further deterioration, as does the coral stone foundation. Any repairs in that area must ensure that the platform is not removed or damaged.
- d) **Revetments and Storm Water Systems.** All revetments and storm water systems must be maintained in-kind. Dry stack rock wall revetment at Piliokahe must be

- maintained in-kind. Make sure all box culverts are cleared and drained and, where necessary, replace or repair in-kind.
- e) **Maintain and repair existing bridges in-kind.** Perform all minor bridge repairs and cleaning in-kind. If there is a release of hazardous materials into the waters of the United States, a permit from the Army Corps of Engineers may be required.
 - f) **Jenson siding.** Do not remove. Trim growth around the siding, ensure coral ballast is maintained. Remove vegetation from ballast.
 - g) **Signalization Systems.** Maintain signalization systems in working order. Repair or replace in-kind, if necessary. Do not change colors or shapes.
 - h) **Signage.** There is no signage (such as RR crossing signs) extant along the rail. Any new signage created for the OR&L must be in the English and Hawaiian language, in keeping with the original OR&L signage. HDOT and SHPD must be consulted prior to creating signs for the OR&L.
 - i) **Frogs.** Maintain frogs in working condition.
 - j) **Berm.** Berm heights should be established and documented at the start of the contract term and must be maintained throughout. The Ko Olina section has no berm and thus drainage and fouling of the ballast in that area is a problem. Additional maintenance may be required.

3.3.3 Historical Museum Option

The Offeror shall explain its plan, if applicable, to operate or subcontract an entity to operate a non-profit historic railroad museum and its mission as a public educational and cultural resource. The plan will describe the subjects being preserved in the museum, be they artifacts, documents, or sites, define who the target market is, how they intend to attract visitors, how visitors will be guided through the museum and educated about its contents, whether a fee will be charged to visit the museum, operating plan, costs to operate, schedule and frequency of operation, and how the operator intends to demonstrate its commitment to public access and community engagement. A plan shall also describe the Offeror's process for obtaining any approvals from federal, state, and local entities required to operate the museum.

3.3.4 Public Safety, Professional Conduct, and Compliance

Contractor shall at all times conduct work to assure the least possible obstruction to public traffic. The safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and its subcontractors shall treat members of the public in a fair and polite manner. All Contractor's subcontractors and their personnel shall present a professional appearance and always conduct themselves in a professional manner.

Contractor's methods and practices shall be in accordance with the U.S. Department of Labor Occupational Safety and Health Acts; the Hawaii Department of Industrial Relations; Hawaii Occupational Safety and Health Division; the Environmental Protection Agency; American National Standard Institute Z133.1-2012; Arboricultural Operations – Pruning, Repairing, Maintaining, Removing Trees and Cutting Brush – Safety Requirement. Local and State occupational safety, health standards, and health programs required by the Hawaii Administrative Rules §12-110 and Hawaii Revised Statutes §396, any other applicable federal, state, and local rules and regulations.

3.3.5 Quality Control

Contractor shall provide quality services and products and management oversight of all processes. Contractor shall provide accurate data and reports and meet deliverables, with emphasis on overall success and positive impact to the report of its findings and recommendation because of the comprehensive analysis and review of the Hawaii's procurement laws in comparison to federal procurement laws. Contractor shall provide for the management and support of personnel, to include guidance and supervision of personnel to accomplish the objectives of this contract.

Section 4

Proposal Requirements and Submittal Instructions

4.1 Proposal Objectives

Proposals shall be a complete plan for accomplishing the tasks described in this RFP and shall describe in detail the Offeror's ability and availability to meet the goals and objectives of this RFP. Proposals shall be prepared straightforwardly and concisely, with emphasis on completeness, clarity, and content.

Submission of a proposal shall constitute an incontrovertible representation by the Offeror that the Offeror agrees to comply with every requirement of this RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work.

4.2 Proposal Structure and Labeling

Each Proposal shall be labeled and organized as outlined in this RFP and shall include a point-by-point response addressing all requirements.

4.3 Proposal Submission Instructions

The State has established HIEPRO to promote an open and transparent system for vendors to compete for state contracts electronically. Offerors interested in responding to this solicitation must be registered on HIEPRO. Registration information is available at the State Procurement Office (SPO) website: <https://hiepro.ehawaii.gov/welcome.html>, select HIEPRO Vendor Registration and then Vendor Registration Guide.

The State will use HIEPRO to issue the RFP, issue Addenda to the RFP, and receive Offers. Addenda and other information and materials shall be provided by the State through HIEPRO, including additions or changes with respect to the dates in *Section 1.3 Schedule and Significant Dates*. The State is not responsible for any delay or failure of any Offeror to receive any materials updated through the RFP process on a timely basis.

Offerors are advised that they should not wait until the last minute to submit their proposal on HIEPRO. Offerors should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

As part of this procurement process, Offerors are informed that awards made for this solicitation, if any, shall be done through HIEPRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed \$5,000 for the total contract term.

All questions must be submitted on HIEPRO using the *Questions & Answers* tab. Questions must be submitted by the question deadline date and time shown in *Section 1.3 Schedule and Significant Dates* of this RFP. Answers will be issued on HIEPRO as stated in *Section 1.3 Schedule and Significant Dates*.

4.4 Electronic Submission of Proposals

This electronically submitted Proposal shall be considered the original. Any Proposals not uploaded to HIEPRO shall be rejected. See *Section 2.1 Electronic Procurement* for additional information. **The maximum file size that HIEPRO can accept is 100MB. Files larger than 100MB must be reduced into two or more files.**

4.5 Required Format and Content

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP. Proposal shall be submitted in size 12 Arial font or equivalent.

4.5.1 **Table of Contents.** A Table of Contents must be included with each proposal. All major parts of the proposal shall be identified by referencing page numbers.

4.5.2 **Offer Checklist.** Complete and submit all items noted on the Offer Checklist. Include checklist with all submitted items marked “Completed”.

4.5.3 **Attachments A, B, and C: Offer Forms OF-1, OF-2, and OF-3, respectively.** Offeror shall complete and sign Offer Forms OF-1, OF-2, and OF-3.

- a. **Attachment A: Offer Form, OF-1.** Offer Form OF-1 is required to be completed using Offeror’s exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable. The name on Offer Form OF-1 must also match Offeror’s name as registered in HIEPRO.

Completion of Offer Form OF-1 is Offeror’s acknowledgment and agreement to abide by all the terms, conditions, and provisions of the RFP. Offer Form OF-1 must be signed by an authorized representative of the Offeror. This signature may be an electronic signature, a digital signature, or a typed name, provided that the signatory has the authority to legally bind the company to the terms and conditions of this RFP. Submission of this electronic offer constitutes acceptance of these terms.

- b. **Attachment B: Offer Form, OF-2 Price.** Offer Form OF-2 must be completed and submitted for the Initial Term and Option Terms 1, 2, and 3.

- c. **Attachment C: Offer Form, OF-3 Client References.** Offer Form OF-3 contains three sections which must be completed in accordance with the instructions for each section.

4.5.4 **Executive Summary.** The executive summary not, to exceed two (2) pages, is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. The response should demonstrate the Offeror’s understanding of and ability to meet the administrative and technical requirements of the RFP. The State should be able to determine the essence of the Proposal by reading the executive summary. This summary will not be evaluated for points but rather is a high-level explanation of the entire proposal.

4.5.5 **Evaluation Criteria Submittals (Refer to *Section 5 Evaluation Criteria*).**

This section shall be sub-divided by the evaluation criteria and include the narrative and any other requirements.

- a. Project Proposal – See *Section 5.1*. Submittal limited to fifteen (15) pages.
- b. Experience – See *Section 5.2*. Submittal limited to ten (10) pages.
- c. Past Performance – See *Section 5.3*. Submittal limited to ten (10) pages.
- d. Price Proposal. See *Section 5.4*. Submittal limited to five (5) pages, including Offer Form OF-2 and a detailed breakdown of the costs comprising each line item on the Offer Form.

4.5.6 Confidential, Protected, or Proprietary Information. All confidential, protected, or proprietary information must be included in this section of the proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the State to the specific area of this protected Information section. If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Information included in the Confidential, Protected or Proprietary Information section of an Offeror’s proposal is not automatically accepted as protected. All information identified in the section will be subject to review by the State in accordance with the procedures prescribed by the State’s open records statute, freedom of information act, or similar law.

4.6 Each Offeror to Bear its Own Costs

Each Offeror shall be responsible for all costs incurred by it prior to the Notice of Award, including, without limitation, its costs of preparing and submitting its Offer, responding to notices or requests, making Priority-Listed Offeror presentations, demonstrations, and discussions, and otherwise participating in the RFP process.

4.7 Contractor Responsibility for Subcontractors

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

4.8 Removal of Subcontractors

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

4.9 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

4.10 Additional Contractor Requirements

Each Contractor shall:

- 4.10.1 Adhere to its Contract with the State;
- 4.10.2 Provide all labor, materials, and equipment necessary to meet the RFP requirements;
- 4.10.3 Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
- 4.10.4 Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;
- 4.10.5 Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;
- 4.10.6 Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems.

4.11 Payment

Pursuant to HRS §103-10, the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of projects to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after the award of the contract, which requires payment within a shorter period or interest payment not in conformance with the statute.

4.12 Payment to Hawaii Information Consortium, LLC dba Tyler Hawaii

HlePRO is administered by Hawaii Information Consortium, LLC dba Tyler Hawaii. Tyler Hawaii shall invoice the Contractor(s) directly for payment of transaction fees. Payment must be made to Tyler Hawaii within thirty (30) days from receipt of invoice. Tyler Hawaii is an intended third-party beneficiary of transaction fees, which are used to fund the operation, maintenance, and future enhancements of the HlePRO system.

Section 5 Evaluation Criteria

The following criteria shall be used in evaluating the Offerors:

Evaluation Category	Maximum Points
5.1 Project Proposal	70
Vegetation Management Plan A. Frequency B. Method C. Manpower	20
Rail Maintenance Plan A. Preservation plan B. Routine repairs for train operation	35
Historic Museum Plan (Optional) A. Frequency of operation B. Means to guide and educate visitors C. Plan to attract visitors	15
5.2 Experience	15
This criterion evaluates the Offeror's experience performing on similar projects.	
5.3 Past Performance	5
This criterion evaluates the Offeror's track record for reliability, communication, and overall performance on similar projects.	
5.4 Price Proposal	10
Points for costs will be scored as follows: (Lowest-Offeror's Cost x 20) / Offeror's Cost = Offeror's Points	
TOTAL	100

Table 1

5.1 Evaluation Criterion 1: Project Proposal (70 Points Total)

The Offeror shall submit separate Project Proposals – one for Vegetation Management and one for Rail Maintenance – describing their plans for each. Of the total 70 points possible for this criterion, the Vegetation Management Plan is worth 20 points and the Rail Maintenance Plan is worth 35 points. Each plan will be evaluated separately and independently. The Project Proposal for each Plan shall describe how the project objectives will be achieved. The scope of work shall be described in sufficient detail to permit objective evaluation of the Proposal. The Proposal shall clearly define how the Offeror intends to approach the project, and how the Offeror’s capabilities, expertise, resources, and experience will accomplish the project objectives.

5.1.1 Vegetation Management Plan (20 Points)

The Offeror shall provide a detailed narrative that explains how the Offeror will meet the needs and coverage for the scope of the RFP as it pertains to vegetation management. The project proposal must include, at a minimum:

- **Offeror’s understanding of the State’s requirements.**
- **An overview of the proposed project approach, highlighting specific management considerations.**
- **Primary features and benefits of the Offeror’s proposed plan.**
- A detailed service plan describing how the Offeror proposes to manage the project. This plan shall include the methods for coordinating and accomplishing the services to manage and clear vegetation around the historic railroad right-of-way, stating what services will be performed, at what frequency, the time it takes to complete the service, whether the Offeror will need to subcontract the work and what work will be subcontracted, the number of workers required to perform the work and any approvals from federal, state, and local entities required to perform the services. The plan shall also detail the Offeror’s management guidelines for ensuring promptness in responding to the State’s requests for service.

5.1.2 Rail Maintenance Plan (35 Points)

The Offeror shall provide a detailed narrative that explains how the Offeror will meet the needs and coverage for the scope of the RFP for rail maintenance. The project proposal must include, at a minimum:

- **Offeror’s understanding of the State’s requirements.**
- **An overview of the proposed project approach, highlighting specific management considerations.**
- **Primary features and benefits of the Offeror’s proposed plan.**
- A service plan describing how the Offeror proposes to manage the project shall include two components. One component shall detail the methods for preserving the integrity of the railroad facility, including all rails, ties, signals, and appurtenances in their existing condition. Another component shall describe how the Offeror plans to

coordinate and accomplish routine repairs necessary to ensure that the train remains operational with minimal disruption. The plan shall also describe the Offeror's process for obtaining any approvals from federal, state, and local entities required to perform both preservation and routine repair services. The plan shall also detail the Offeror's management guidelines for ensuring promptness in responding to the State's requests for service.

The Offeror's plan shall also include the schedule of proposed rail maintenance. The plan shall demonstrate the Offeror's proposed system for keeping detailed financial records and reports for any maintenance work. Financial records and maintenance reports must be maintained for the duration of the contract and kept for a period of three years after the termination of the contract. Offeror is to provide detailed emergency work protocols and shall keep records of any emergency work performed within the railroad ROW. The Plan shall describe the process for obtaining written approval from a professional who meets the appropriate qualification standards of the U.S. Secretary of the Interior for the treatment of historic properties prior to materials being selected and the start of the project. The plan must comply with the OR&L Programmatic Agreement which shall be available at the start of the contract term.

5.1.3 Historical Museum Plan (Optional) (15 Points)

If opting to operate a historical museum as part of the Contract, the Offeror/Subcontractor shall provide a detailed narrative explaining how the Offeror/Subcontractor plans to operate a non-profit historic railroad museum and execute its mission as a public educational and cultural resource. The plan will:

- Describe the subjects being preserved in the museum, including but not limited to artifacts, documents, or sites
- Define who the target market is
- Describe how Offeror intends to attract visitors
- Describe how visitors will be guided through the museum and educated about its contents
- Indicate whether a fee will be charged to visit the museum
- Include an operating plan that specifies costs to operate, schedule and frequency of operation, and how the operator intends to demonstrate its commitment to public access and community engagement.
- Describe the Offeror's process for obtaining any approvals from federal, state, and local entities required to operate the museum.

5.2 Evaluation Criteria 2: Experience (15 Points)

Offeror shall provide an overview and brief history of Offeror's organization, including the year founded, ownership structure, biographies of the principals, and a description of what uniquely

qualifies the firm for this RFP.

Offeror shall provide a resume that demonstrates their years of experience with the work required by this RFP, specifically as it relates to vegetation management and railroad maintenance. The resume shall include a description of services the Offeror has provided to clients that clearly demonstrates the organization's capability to provide the services detailed in this RFP, including:

- the nature of the services provided
- scope of activities
- the organization for which the services were provided
- proposed personnel who worked on the project and the role they played on the project

The Offeror shall be able to provide and be experienced in traffic control following the current U.S. Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD).

5.3 Evaluation Criteria 3: Past Performance (5 Points)

Describe Offeror's past performance on at least three contracts providing similar services to other public agencies or private sector organizations. Specifically, include a list of similar projects to substantiate experience in vegetation management and railroad maintenance that includes:

- Name of client organization
- Point of contact at client organization
- Phone number of Point of Contact
- Email address of Point of Contact
- Description of work performed
- Size of project (total contract amount)

Offeror shall also address the following questions related to past performance for each of the projects listed in its proposal:

- What was the scope of work?
- When was the work completed?
- Was the work completed on time and within budget? If not, explain why.
- Were there any problems that arose in performance of the work? What was the cause of the problems? How were the problems resolved?

Attachment C, Offer Form OF-3, Client References.

- **Section 1.** Offeror shall complete Section 1 of Attachment C with the names and contact information for at least three (3) clients, preferably government agencies, that received similar goods and services from Offeror to those required in this RFP's Statement of Work. Offeror shall submit Section 1 with their Proposal.
- **Sections 2 and 3.** Offeror shall complete Section 2 of Attachment C for each reference listed in Section 1. Then Offeror must send Section 2 and Section 3 to the reference to complete and return to the DOT Point of Contact.

The State reserves the right to conduct reference checks beyond what was provided by references. The results of the reference checks will be reflected in the evaluation score for this criterion. **Offerors are encouraged to notify references with due notice.**

5.4 Evaluation Criteria 4: Price Proposal

Offeror shall complete and submit Attachment B, Offer Form OF-2, Price Proposal, and attach separate sheet(s) to include detailed breakdowns of the cost components for each line item.

Offerors shall be evaluated on the total amount specified on the Offer Form OF-2. While evaluation will be based on the total cost for the entire contract term, including all annual extensions and excluding optional items, the award amount will vary and will be for the initial term only.

5.4.1 Price Points Conversion

In converting price to points, the Offeror submitting the lowest total price will automatically receive the maximum number of points allocated to price as shown in Table 1 above. The point allocations for price on the other Offers will be determined through the method set out in the following formula:

$$\frac{\text{Lowest Total Price} \times \text{Maximum Points}}{\text{Offeror's Proposed Price}} = \text{Price Points Awarded}$$

For example, if the maximum points for the price are 30 of the total points and Offeror A submitted a price for \$200,000; Offeror B submitted a price of \$250,000; Offeror C submitted a price of \$300,000.

Offeror A would receive the maximum points based on the lowest offer of \$200,000.

Offeror B would not receive the maximum points based on the lowest offer of \$200,000 x 30 points / \$250,000 = 24 points.

Offeror C would not receive the maximum points based on the lowest offer of \$200,000 x 30 points / \$300,000 = 20 points.

Section 6

Evaluation and Award

6.1 Evaluation of Proposals

An evaluation committee of at least three (3) qualified State employees selected by the HDOT Procurement Officer, shall evaluate proposals for the contract. The evaluation will be based solely on *Section 5 Evaluation Criteria* and the process described in this section.

6.2 Right to Waive Minor Irregularities

The State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to, corrections of deficiencies or clarification of ambiguities that in the judgment of the State do not require a comprehensive proposal rewrite. The State also reserves the right in its sole discretion to waive certain minimum requirements provided that all of the otherwise acceptable proposals fail to meet the same minimum requirements and the failure to do so does not materially affect the procurement.

6.3 Initial Review and Award without Discussions

In the initial phase of the evaluation process, the State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.

6.4 Discussion with Priority Listed Offerors

Prior to holding any discussions, a priority list shall be generated consisting of proposals determined to be acceptable or potentially acceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to three (3) highest ranked, responsible Offerors.

The State may invite priority listed Offerors to discuss their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *Section 1.3 Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

6.5 Best and Final Offers

If deemed appropriate by the State in its sole discretion, the State may request each Offeror to

submit its BAFO. The request shall be issued via formal written Addenda, which will provide guidance and additional instructions. Offeror's BAFO shall be submitted to the State through HiePRO on or before the deadline called for. If an Offeror fails to do so, its last submitted Offer shall be deemed its BAFO.

The BAFOs will be evaluated by the Evaluation Committee taking into consideration the evaluation criteria set forth in *Section 5 Evaluation Criteria*.

6.6 Award of Contract

Award shall be made to the responsible Offeror whose proposal is determined the most advantageous to the State of Hawaii, taking into consideration price and the other evaluation factors set forth in this request for proposals.

6.7 Responsibility of Offeror

Pursuant to HRS §103D-310(c), as amended, the selected offeror shall at the time of award be compliant with all laws governing entities doing business in the State of Hawaii. See *Special Provisions 8.8 Responsibility of Offerors*.

6.8 Scoring Process

The evaluation committee shall score proposals by reviewing the narrative for each of the evaluation criteria in Section 5.

6.8.1 Evaluation Criteria Ratings

Evaluators shall use a rating of 0 to 5 for each evaluation criterion. Rating is defined as follows, unless otherwise stated in the RFP:

- 0- **Insufficient.** The Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information. Offeror has not demonstrated sufficient knowledge of the subject matter or has grossly failed to explain how the requirement(s) is met.
- 1- **Poor.** The criterion is inadequately addressed, Offeror demonstrates only a slight ability to comply, or there are serious inherent weaknesses.
- 2- **Fair.** The Proposal broadly addresses the criterion, but there are significant weaknesses. May have one or more deficiencies, or Offeror has not adequately explained how its services fit the requirement.
- 3- **Good.** The Proposal addresses the criterion well; meets the requirement. Demonstrates knowledge and understanding of the subject matter, with no deficiencies noted regarding technical approach.
- 4- **Very Good.** The Proposal addresses the criterion very well, highly comprehensive. No deficiencies noted.
- 5- **Excellent.** The Proposal successfully addresses all relevant aspects of the criterion. Excellent reply that goes beyond the requirements listed in the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both

valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the requirement(s) are met. No errors in technical writing.

Evaluators may use decimal points in their ratings. The evaluators' rating for the evaluation criterion in Section 5 shall be converted to points based on the following formula:

Rating Achieved	X	Points Possible For that Criterion	= Points
Total Rating Achievable			

Example:

4 Very Good	X	25	= 20 points
5			

1 Poor	X	25	= 5 points
5			

6.9 Notice of Award

After a final selection is made, the State will issue a notice of award on its electronic procurement system (HIePRO). Upon award, proposal files are public records are available for review by submitting a Request for Access to Government Record. Information on the Office of Information Practices and forms may be found at <https://ags.hawaii.gov/oip/>.

6.10 Debriefing

Any request for debriefing shall be submitted in writing to the Director of Transportation in accordance with HRS §103D-303 and HAR §3-122-60.

6.11 Protest

Any protest of this solicitation shall be submitted in writing to the Director of Transportation in accordance with HRS §103D-701 and HAR Chapter 3-126-3.

Section 7

Contract Management

Contract management refers to post-award type activities, such as contract implementation, contract administration, measurement of work completion, and payment computation based on deliverables. Moreover, it involves the monitoring of a contract, making important changes and modifications to the contract, and dealing with related problems. Focused attention to contract management considerations facilitates a positive working relationship between the government customer, procurement staff, and the contractor for the successful implementation of the contract award.

7.1 Post-Award Communications: Contract Administrator

The Contract Administrator identified below is the single point of contact (POC) **post-award**. The contractor shall direct to the Contract Administrator all questions concerning the post-award process and any other questions that may arise related to the resulting contract. The Contract Administrator designated by the State of Hawaii, Department of Transportation is:

Wayne Iwamasa
Property Manager
State of Hawaii, Department of Transportation
601 Kamokila Boulevard, Room 691
Kapolei, Hawaii 96707
Email: wayne.iwamasa@hawaii.gov
Phone: (808) 692-7391

7.2 Contractor/State Meetings

The contractor shall participate in initial meetings with the State to discuss the contract, including but not limited to, an estimated timeline for transition and implementation, status reports of the transition and implementation, the expectation of deliverables, training sessions, and follow-up meetings.

7.3 Dispute Process and Escalation

The contractor must have a written dispute process and escalation procedures to address any issues or concerns that may occur during the transition/implementation stage or at any time throughout the contract period.

7.4 Quality Control

The Contractor shall provide quality services, products, and management oversight of all processes. The Contractor shall use key performance indicators (KPIs) that are acceptable within the specific market industry to manage and monitor quality performance. The Contractor shall provide accurate data and reports and meet deliverables. The Contractor shall provide sufficient management, support, and qualified personnel to accomplish the objectives of this contract.

7.4.1 Key Performance Indicators (KPIs)

As part of its proposal, the Offeror shall identify any KPIs to be utilized for determining contractor progress in performing this contract.

7.5 Post Award Deliverables

The contractor shall provide, upon request of the State, the following, including but not limited to deliverable items:

RFP Reference	Due Date	Deliverable	Action Required
Section 8.8.2 Timely Registration with HCE	At time of contract award	Certificate of Vendor Compliance	Contractor shall submit to HDOT Contracts Office.
Section 8.15 Liability Insurance	Prior to the start of the contract	Liability Insurance Certificates	Contractor shall furnish to Contract Administrator and maintain required coverage during the life of the contract.

Section 8 Special Provisions

8.1 Subcontractor Provisions

8.1.1 Contractor Responsibility for Subcontractors

The Subcontractors providing services shall meet the same service requirements and provide the same quality of service required of the Contractor and in a timely manner. No subcontract shall relieve the Contractor of its responsibilities for the Services it provides. The Contractor shall manage the quality and performance, project management and schedules, and timely start and completion of services performed by each of its Subcontractors. The Contractor shall be solely responsible and accountable for the completion of all Services it has subcontracted.

8.1.2 Removal of Subcontractors

In addition to any rights the State has under Law, the State shall have the right to require the removal of a Subcontractor or any of its personnel providing or supporting services for a good cause. In such a case, the State shall specify the deadline for such removal after consultation with the applicable Contractor. A Subcontractor proposed by the Contractor to replace the removed Subcontractor shall be subject to the approval of the State.

8.1.3 Right to Retain Subcontractors

The State shall have the right to directly retain any Subcontractor after the expiration, termination, or suspension of the Contract under which it is retained, including any Subcontractor providing services subject to any part of a Contract that is terminated or suspended.

8.1.4 Additional Contractor Requirements

Each Contractor shall:

1. Adhere to its Contract with the State;
2. Provide all labor, materials, and equipment necessary to meet the RFP Requirements;
3. Communicate contract requirements to its Subcontractors' personnel and direct and coordinate project activities to ensure that the services progress efficiently and are completed on schedule;
4. Ensure that all its and its Subcontractors' employees can communicate effectively with State employees;
5. Ensure that it is current with all payments and registration fees and similar financial obligations owed to the State during the term of its Contract with the State;

6. Fully cooperate and maintain effective communication with the State and cooperate in the resolution of problems, suspected problems, or potential problems.

8.2 Reserved

8.3 Intellectual Property Rights

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

8.4 Warranties and Disclaimer of Implied Warranties

Warranty for work completed shall be for the period of the contract within which defects may be identified for time.

8.5 Termination for Convenience or Unavailability of Funds

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the State and the Offeror shall be binding or of any force unless the Comptroller certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Comptroller may certify only that portion of the total funds allocated to satisfy the State's obligations for payments in the current fiscal year. In that event, the State will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially funded contracts shall be enforceable only to the extent that funds are certified as available. The State agrees to notify the Offeror of such non-allocation at the earliest possible time. The State shall not be penalized in the event this provision is exercised. This provision is not meant to permit the State to terminate the contract in order to acquire similar equipment or services from a third party

8.6 Preferences

There are no applicable preferences that apply to this solicitation.

8.7 Certification of Offeror Concerning Wages, Hours and Working Condition of Employees Supplying Services

All Offerors for service contracts shall comply with section HRS §103-55, related to *Wages, hours, and working conditions of employees of contractors performing services*.

Before any prospective Offeror is entitled to submit an offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar

work.

2. 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.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in the cancellation of the contract. It shall be the duty of the government contracting agency awarding the contract to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

1. Managerial, supervisory, or clerical personnel.
2. Contracts for supplies, materials, or printing.
3. Contracts for utility services.
4. Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
5. Contracts for professional services.
6. Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
7. Contracts with nonprofit institutions.

8.8 Responsibility of Offerors

The Offeror is advised that in order to be awarded a contract under this solicitation, the Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

8.8.1 Hawaii Compliance Express

Vendors may use the Hawaii Compliance Express (HCE) system to demonstrate compliance. HCE is an electronic system that allows vendors, contractors, or 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.

8.8.2 Timely Registration on HCE

Vendors, contractors, or service providers intending to use HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the ‘Certificate of Vendor Compliance’ is accepted for the execution of a contract and final payment. If a vendor, contractor, or service provider is not compliant on HCE at the time of award, the Offeror will not receive the award.

8.8.3 Verification of Vendor Compliance

Prior to awarding this contract, the State shall verify Offeror’s compliance with HRS §103D-310(c).

8.8.4 Required Review

Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and any other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.

Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the State in writing prior to the deadline for written questions as stated in the *Section 1.3 Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum and mitigate reliance on a defective solicitation and exposure of proposal(s) upon which award could not be made.

8.9 Proposal Preparation

8.9.1 Offer Guaranty

A proposal security deposit shall not be required for this solicitation.

8.9.2 Tax Liability and County Surcharge

Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Offerors are advised that they are liable for Hawaii GET at the current 4.0% rate for transactions made on Oahu, Hawaii, Maui, Kauai, Molokai, and Lanai or the applicable Use tax. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, the Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but are not required. For more information on county surcharges and the max pass-on tax

rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

8.9.3 Federal I.D. No. and Hawaii General Excise Tax License I.D.

Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on OFFER FORM, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

8.10 Confidentiality

8.10.1 If an Offeror in good faith considers a portion of an Offer, or correspondence with the State, to contain confidential information, it shall follow the procedures set forth in *Section 4.5 Required Format and Content*. Costs included or required to be included in an Offer cannot be confidential and will not be withheld from public access.

8.10.2 Any Offeror may request the nondisclosure of designated trade secrets or other proprietary data it considers confidential. Such request shall be in writing specifically identifying the information or material asserted to be confidential and the justification for confidential treatment. The request shall be submitted with the submission of the Offer. The information or material asserted by the Offeror to be confidential to the Offeror shall be clearly marked and be submitted in or with the Offer in such manner as to be readily separable from the Offer (or remaining portion of the Offer) to facilitate public access to and inspection of the non-confidential portion of the Offer. Total Cost proposals cannot be marked confidential.

8.10.3 Pursuant to HAR §3-122-58, the State will consult with the Attorney General regarding an Offeror's request for confidentiality of part of its Offer. The Attorney General shall determine what portions of the request are confidential under Law and what portions are not, in accordance with HRS Chapter 92F. The State shall communicate the Attorney General's determination to the Offeror in writing. If the request for confidentiality is denied in whole or in part, the information or material deemed to be non-confidential shall be made available as public information unless the Offeror appeals pursuant to HRS § 92F-42(1).

8.11 Redaction by the State

If the State determines, pursuant to HRS §92F-13, that any information or material in an Offer, any written question or submission by a Prospective Offeror, an Offeror or a Contractor, any response to any question or submission from a Prospective Offeror, Offeror or Contractor, and/or any Contract document is not required to be disclosed, then the State shall segregate, or redact, or otherwise cause any such information or material to not be made available as public information.

8.12 Notice to Proceed

A Notice to Proceed (NTP) shall be issued to the Contractor by the State to officially begin performance under the Contract. The NTP shall establish the date the Contractor shall commence work, and from which the contract time shall commence.

No work shall be undertaken by the Contractor prior to the commencement date indicated in the formal NTP. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of

profits, or any damages whatsoever incurred by the Contractor prior to the official start date outlined in the formal NTP.

8.13 Contract Execution

The contract shall be executed by the awarded Offeror and returned within ten (10) working days or within such further time as the Department may allow after the Offeror has received the contract for execution.

8.14 Reserved

8.15 Liability Insurance

Prior to commencing with the work, the Contractor shall, at its own expense, obtain and submit to HDOT, a Certificate of Insurance from an insurance company authorized by the laws of the State to issue such insurance in the State of Hawaii, as evidence of the existence of the insurance coverage required by State policy, in amounts not less than the amounts specified herein. The Contractor shall maintain and ensure all insurance policies are current for the full period of the contract until final acceptance of the work by the State.

8.15.1 Workers' Compensation

The Contractor shall obtain worker's compensation insurance for all persons whom they employ in carrying out the work under this contract. This insurance shall be in strict conformity with the requirements of the most current and applicable State of Hawaii Worker's Compensation Insurance laws in effect on the date of the execution of this contract and as modified during the duration of the contract. The minimum limit of liability for worker's compensation is the HRS 386 statutory limit.

8.15.2 Comprehensive Automobile Liability

The Contractor shall obtain Auto Liability Insurance covering all owned, non- owned and hired autos with a combined single Limit of not less than \$1,000,000 per accident for bodily injury and property damage. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

8.15.3 Commercial General Liability

The Contractor shall obtain General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The STATE shall be named as additional insured. The required limit of insurance may be provided by a single policy or with a combination of primary and excess policies.

It is the responsibility of the Contractor to notify the STATE of any changes to its insurance policies or if the Contractor receives a notice of cancellation of any of its insurance policies. The Contractor will immediately provide written notice to the STATE should the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

In addition, Contractor's insurance policies with the exception of the Worker's Compensation and

Professional Liability policies, shall contain the following clauses:

1. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
2. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability, and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify, and hold the State harmless pursuant to other provisions of this contract. In no instance will the State's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

8.16 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

8.17 Mistakes in Proposals

8.17.1 Mistakes shall not be corrected after awarding of the contract.

8.17.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer may request the offeror to confirm the proposal. If the Offeror alleges a mistake, the proposal may be corrected or withdrawn pursuant to this section.

8.17.3 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

8.17.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal before award if the mistake is clearly evident on the face of the proposal but the intended correct offer is not, or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offerors; that is when there is no effect on the price, quality, or quantity. If discussions are not held or if the best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either

is in the best interest of the State. Examples include the failure of an Offeror to return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound, or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on the price, quality or quantity.

8.18 Modification Prior to Submittal Deadline or Withdrawal of Offers

8.18.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

8.18.2 Withdrawal or revision of Offer shall be completed and submitted and uploaded to HiePRO prior to the Offer due date and time

8.19 Contract Changes – Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work which shall be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Contractor will not commence additional work until the Contract Administrator has secured the required State approvals necessary for the amendment and an executed written contract amendment has been issued.

8.20 Re-execution of Work

The Contractor shall re-execute any work that fails to conform to the requirements of the contract which appear during the course of the work and shall immediately remedy any defects due to faulty work by the Contractor.

ATTACHMENTS

**ATTACHMENT A
OFFER FORM OF-1**

OFFER

Project No. HWY-ORL-2026.01
VEGETATION MANAGEMENT AND GENERAL RAILWAY MAINTENANCE OF
RIGHT-OF-WAY FROM LUALUALEI NAVAL ROAD TO FORT WEAVE ROAD,
HONOULIULI, EWA, OAHU, HAWAII

State of Hawaii Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and the AG General Conditions, Form AG-008 or as amended; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this bid, 1) Offeror is declaring this offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

Sole Proprietor Partnership *Corporation Joint Venture
 Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address
(other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date	(x)	Authorized (Original) Signature
Telephone No.		Name and Title (Please Type or Print)
Fax No.	**	Exact Legal Name of Company (Bidder)
E-mail Address		

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**ATTACHMENT B
OFFER FORM OF-2**

Instructions:

This attachment has been provided in Excel format as a separate download file in HiePRO. Download the Excel file, complete the form, and submit on HiePRO with the proposal.

**ATTACHMENT C
OFFER FORM OF-3**

CLIENT REFERENCES

Instructions: Offeror is required to fill out Section 1 for a minimum of three (3) references to customers who received services similar to those called out in this RFP. Offeror shall then complete Section 2 for each reference and email to referenced customer for customer to complete Section 3.

Section 1. To be completed by the offeror and submitted with offer.

Customer Name #1: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #2: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #3: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #4: _____
Address: _____
Reference Name: _____
Current Phone: _____

Customer Name #5: _____
Address: _____
Reference Name: _____
Current Phone: _____

The State may contact all of the references listed to inquire about Offeror's equipment, services, performance, and degree of customer satisfaction. Full points for references will not be awarded unless Section 2 and 3 are emailed from referenced customers in accordance with *Section 5.3 Evaluation Criteria 3: Past Performance*.

Section 2. To be completed by the Contractor - Offeror or Subcontractor

Contractor Name:	Contractor Contact/Name:
Project Dates:	Contractor Contact Phone:
Customer Organization:	Customer Contact Name:
	Customer Phone:
Customer Address:	Customer Fax:
Operating Budget of Organization:	
<p>Project included implementation in which of the following procurement categories (Check all that apply):</p> <p><input type="checkbox"/> Acquisition Planning <input type="checkbox"/> Market Research <input type="checkbox"/> Solicitation and Award</p> <p><input type="checkbox"/> Contract Management <input type="checkbox"/> Completion & Closeout <input type="checkbox"/> Other Services</p>	
<p>Project included implementation of procurement categories listed above in a government and/or education organization:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
Scope of Project:	
Number of employees staffed for this project:	
Total One-Time Cost of Project (Estimated/Actual):	

Reason for Change in Total One-Time Cost of Project, if applicable:					
Scope of Contractor/Offeror's Involvement in this project:					
Number of employees Contractor/Offeror staffed for this project:					
Original Value of Contractor/Offeror's Contract:		Actual Total Contract Value:			
Reason(s) for Change in Value:					
Estimated Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Actual Start & Completion Dates:		From:	Click here to enter a date.	To:	Click here to enter a date.
Reason(s) for Difference Between Estimated and Actual Dates:					

Section 3. To be completed by the Customer Organization

Contractor Name (maybe subcontractor to Offeror):

Customer Organization:

Contractor Name:

Customer Organization:

A. Validation of Referenced Project Data Provided by Offeror in Section 2

Comments from the Customer Organization

B. Past Performance Reference

RATING GUIDELINES

Selection	Rating
5	Significantly exceeded your expectations.
4	Somewhat exceeded your expectations.
3	Met your expectations.
2	Somewhat below your expectations.
1	Significantly below your expectations.

Please explain ratings of 1, 2, or N/A in the Comments section below.

Criteria	Rating	Not Applicable
1. The Contractor provided sufficient project resources with appropriate skill sets to meet all project goals and objectives.	Choose an item.	<input type="checkbox"/>
2. The Contractor effectively managed its project staff to achieve project goals and objectives.	Choose an item.	<input type="checkbox"/>
3. The Contractor met all required tasks and deliverables timely and satisfactorily.	Choose an item.	<input type="checkbox"/>
4. The Contractor provided effective training and knowledge transfer to meet project goals.	Choose an item.	<input type="checkbox"/>
5. The Contractor satisfactorily managed project scope and risk to adhere to project schedule, control costs, and meet project goals.	Choose an item.	<input type="checkbox"/>
6. The Contractor provided effective post-implementation maintenance and operations support.	Choose an item.	<input type="checkbox"/>

Comments:
For Criteria with Ratings of 1, 2, or N/A:
General Comments:

As a representative of the Customer Organization listed above, I approved the responses to the previous statements about the performance of the Contractor listed above on the project identified in Section 2 of this Offeror Experience Reference Form.	
Printed Name:	Printed Title:
Signature:	Date:

APPENDICES

APPENDIX A - DEEDS

RECORDATION REQUESTED BY:

DEPARTMENT OF TRANSPORTATION

ABSTRACTING SECTION

AFTER RECORDATION, RETURN TO

DEPARTMENT OF TRANSPORTATION

ABSTRACTING SECTION

RETURN BY, MAIL PICKUP

80-12930-1

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDS

80 DEC 4 P 1: 04

15189 56

LIBER/Pg _____
C.F. NEUMANN REGISTRAR

Portion, Railroad Right-of-Way
Lualualei and Pearl Utility Corridor
Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
(State of Hawaii)

QUITCLAIM DEED

THIS INDENTURE, made the 4th day of September 1979,
between the UNITED STATES OF AMERICA, acting by and through the
Administrator of General Services, under and pursuant to the
powers and authority contained in the provisions of the Federal
Property and Administrative Services Act of 1949 (63 Stat. 377),
as amended, and regulations and orders promulgated thereunder,
GRANTOR, and the STATE OF HAWAII, GRANTEE,

WITNESSETH: That the said GRANTOR, for and in consid-
eration of the sum of ONE DOLLAR (\$1.00) in lawful money of the
United States of America, paid by GRANTEE to GRANTOR, receipt
of which is hereby acknowledged, has remised, released and for-
ever quitclaimed, and by these presents does remise, release and
forever quitclaim, unto the said GRANTEE, and to its successors
and assigns, that certain real property situated at Nanakuli and
Lualualei, in the District of Waianae, Oahu, State of Hawaii,
described as follows:

Being a portion of the Government (Crown)
Land of Waianae.

Being also a portion of the Main Line
Railroad Right-of-Way of the former Oahu
Railway and Land Company, extending from
the Honouliuli-Nanakuli boundary to approx-
imately 1,000 feet beyond Ulehawa Stream in
a Northwesterly direction.

Being, further a portion of the land
conveyed by the Territory (now State) of
Hawaii to the Oahu Railway and Land Company
in that certain Deed dated April 29, 1903,
and recorded in the Bureau of Conveyances of
the State of Hawaii in Liber 249, at Page
160, and being a portion of the land described
therein in Part 4 of Schedule "A", and being
subject to the provision "that in case said
party of the second part (OR&L) shall dis-
continue the use of said land for the purpose
of operating and maintaining its said railroad
that in that case the lands and rights of way
heretofore granted shall revert and again
become the property of the Territory of Hawaii
or such party politic as hereafter may become
its successor in interest."

EXEMPT - HAWAII CONVEY

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Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

Being, further, a portion of the land subsequently conveyed by said Oahu Railway and Land Company to the United States of America in that certain Quitclaim Deed dated March 16, 1951, but as of October 2, 1950, and recorded in the said Bureau of Conveyances in Liber 2442 at Page 425.

Being a strip of land forty (40.00) feet wide running generally along the Southwest side of Farrington Highway (Waianae Road), more particularly described as follows:

Beginning at the southeasterly corner of this strip of land on the Nanakuli-Honouliuli boundary, the coordinates of said point of beginning referred to "HAWAIIAN PLANE COORDINATE GRID SYSTEM, ZONE III" (Central Meridian 158° 00' 00") being 74,635.48 feet North and 452,887.18 feet East, thence running by azimuths measured clockwise from grid South:

1. 44° 49' 55" 46.36 feet along the Nanakuli-Honouliuli boundary, across the Main Line Railroad Right-of-Way, being also along the North end of Exclusion 2 (Map 1) of Land Court Application No. 1069;
 thence along Nanakuli Beach Park, Governor's Executive Order No. 104, on a curve to the left with a radius of 1380.20 feet, the chord azimuth and distance being:
2. 162° 44' 06.3" 142.24 feet;
 thence along same on a curve to the left with a radius of 1659.26 feet the chord azimuth and distance being:
3. 154° 51' 04.4" 285.20 feet;

Portion, Railroad Right-of-Way
 Luaualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

4. 149° 55' 16" 1989.20 feet along Nanakuli Beach Park, Governor's Executive Order No. 104, and along Pohakunui Avenue;

thence along Pohakunui Avenue across Laumania Avenue and along Nanakuli Beach Park, Governor's Executive Order No. 104, on a curve to the left with a radius of 5665.00 feet, the chord azimuth and distance being:

5. 142° 21' 31" 1491.11 feet;

6. 134° 47' 46" 2820.69 feet along Nanakuli Beach Park, Governor's Executive Orders Nos. 104 and 1124, Nanaikapono School, Governor's Executive Orders Nos. 563, 1194, 1579, and 1195, and Ulehawa Beach Park, Presidential Executive Order No. 10,711 dated May 14, 1957;

7. 134° 45' 46" 5210.12 feet along said Ulehawa Beach Park and across Ulehawa Stream Channel Line U-1;

thence along said Ulehawa Beach Park on a curve to the left with a radius of 5590.54 feet, the chord azimuth and distance being:

8. 132° 37' 31" 417.03 feet;

9. 220° 29' 16" 40.00 feet across the Main Line Railroad Right-of-Way at Station 1480 + 00, being also along a portion of said Right-of-Way which reverted to the Territory (now State) of Hawaii upon abandonment, under the terms of that certain Deed from said Territory of Hawaii to Oahu Railway and Land Company dated April 29, 1903, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 249 at Page 160;

Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

thence along the Southwesterly side of Farrington Highway (Waianae Road), on a curve to the right with a radius of 5630.54 feet, the chord azimuth and distance being:

10. 312° 37' 31" 420.01 feet;

11. 314° 45' 46" 5210.14 feet along the Southwesterly side of said Farrington Highway and across Ulehawa Stream Channel Line U-1;

12. 314° 47' 46" 2820.71 feet along the Southwesterly side of said Farrington Highway;

thence along same on a curve to the right with a radius of 5705.00 feet, the chord azimuth and distance being:

13. 322° 21' 31" 1501.64 feet;

14. 329° 55' 16" 1989.20 feet along the Southwesterly side of Farrington Highway (Waianae Road);

thence along remainder of Government (Crown) Land of Waianae on a curve to the right with a radius of 1699.26 feet, the chord azimuth and distance being:

15. 334° 51' 04.4" 292.07 feet;

thence along same on a curve to the right with a radius of 1420.20 feet, the chord azimuth and distance being:

16. 342° 15' 19.4" 122.61 feet to the point of beginning and containing an area of 11.335 acres.

Portion, Railroad Right-of-Way
Lualualei and Pearl Utility Corridor
Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
(State of Hawaii)

The above strip of land being as shown and delineated as Parcels 1 and 1-A on NAVFAC Drawing No. 7,008,381 on file in the Real Estate Division of the Naval Facilities Engineering Command, to which reference is hereby made, and also being shown as Parcel 1 on Real Estate drawing No. RE-1085, marked as Exhibit "A", attached hereto and made a part hereof.

Subject, however, "to all licenses and easements, whether recorded or unrecorded, across, over, along, or under THE RAILROAD LINE, belonging to or in any way vested in others as the same shall now exist," as set forth in the aforesaid Deed from the Oahu Railway and Land Company to the United States of America.

Subject, also, to the following:

1. That certain Grant of Easement NOy(R)-63385 for a term of fifty years in favor of The Hawaiian Electric Company, Limited, for an overhead power line serving Nanaikapono School (as well as another location) dated March 17, 1964, and recorded in the aforesaid Bureau of Conveyances in Liber 4718 at Page 33.

2. That certain Grant of Easement NOy(R)-98792 for a term of fifty years in favor of The City and County of Honolulu for an underground electrical conduit line and two (2) underground water pipelines serving Nanakuli Beach Park (Governor's Executive Order No. 104) dated July 17, 1967, and recorded in the said Bureau of Conveyances in Liber 5755 at Page 452, said Grant being subject to prior termination in the event the Premises revert to the State of Hawaii in accordance with the terms of the aforesaid Deed from the Territory (now State) of Hawaii to the Oahu Railway and Land Company dated April 29, 1903, and recorded in Liber 249 at Page 160.

3. That certain Grant of Easement NOy(R)-98793 for a term of fifty years in favor of The City and County of Honolulu for two (2) entrance roads serving Nanakuli Beach Park (Governor's Executive Order No. 104) dated July 17, 1967, and recorded in said Bureau of Conveyances in Liber 5755 at Page 460, said Grant being subject to prior termination as outlined in Grant of Easement NOy(R)-98792 immediately above.

Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

4. That certain Grant of perpetual Easement NF(R)-3060 in favor of the State of Hawaii, Department of Transportation, for Farrington Highway Widening, Project No. B-900-01-64, Piliokoe Gulch to Ulehawa Channel, dated March 30, 1968, and recorded in said Bureau of Conveyances in Liber 6031 at Page 201.

5. That certain Grant of perpetual Easement NF(R)-10859 in favor of the State of Hawaii for two (2) water pipelines serving the Nanaikapono Elementary and Intermediate School, dated February 8, 1972, and recorded in said Bureau of Conveyances in Liber 8336 at Page 70, said Grant being subject to prior termination in the event the Premises revert to the State of Hawaii in accordance with the terms of the aforesaid Deed from the Territory (now State) of Hawaii to the Oahu Railway and Land Company dated April 29, 1903, and recorded in Liber 249 at Page 160.

6. That certain Grant of perpetual Easement NF(R)-28943 in favor of the State of Hawaii for a drainage channel under and across the railroad right-of-way, dated February 14, 1978, and recorded in the said Bureau of Conveyances in Liber 12778 at Page 200, but subject to the proviso that "in any event, the easement hereof shall automatically terminate and be cancelled effective on the date of return of the land comprising said Main Line Railroad Right-of-Way, over which this easement crosses, to The State of Hawaii."

RESERVING, HOWEVER, to the United States of America the right to continue the use of certain portions of said Parcel 1 to the extent of an easement for the purpose of operating, maintaining, repairing and replacing its (U. S. Army Signal Corps) underground communication cables located within the strip of land approximately ten (10.00) feet wide running along the northeasterly boundary thereof and across; together with and including such other easements as affects said Parcel 1, described as follows:

1. An Easement for the operation, maintenance and repair of a communication cable hut, its appurtenances and appliances, in, over, and under the land seven (7) feet square containing 49 square feet, described as LOT "A" in that certain Indenture made by and between the Oahu Railway and Land Company, and the United States of America on October 5, 1936, recorded in the

Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

Hawaii State Bureau of Conveyances in Liber
 1356 on page 17, and to which reference is
 hereby made, and said piece of land being
 more particularly described as follows:

LOT "A"

Beginning at the South corner of this piece
 of land, within the former Oahu Railway and
 Land Company's Main Line Railroad Right-of-
 Way at Lualualei, the coordinates of said
 point of beginning referred to Government
 Survey Triangulation Station "Puu-o-Hulu (Makai)"
 being 4,370.05 feet South and 5,563.77 feet East,
 and the azimuth and distance from said point of
 beginning to said trig station being 128° 08' 52"
 7,074.80 feet, thence running by azimuths measured
 clockwise from true South:

1. 134° 42' 02" 7.0 feet;
2. 224° 42' 02" 7.0 feet;
3. 314° 42' 02" 7.0 feet;
4. 44° 42' 02" 7.0 feet to the point of
beginning and containing
an area of 49 square feet.

Above piece of land, being shown and delineated
 as Lot "A" on Real Estate Drawing No. RE-1093,
 and marked as EXHIBIT "B", attached hereto and
 made a part hereof.

2. A non-exclusive easement for the purpose of direct
 access thereover to and from Farrington Highway to
 the Government's FORACS "MID STATION" site, covered
 July 1, 1964, (as amended on November 22, 1966)
 and said reserved access being over and across a
 piece of land described as follows:

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Portion, Railroad Right-of-Way
Lualualei and Pearl Utility Corridor
Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
(State of Hawaii)

EASEMENT FOR ACCESS ROAD RIGHT-OF-WAY

Being a portion of the former Oahu Railway and Land Company's 40-foot-wide Railroad Right-of-Way. Situate on the Southwest side of Farrington Highway at Lualualei, Waianae, Oahu, Hawaii.

Beginning at the South corner of this easement, being also the East corner of the U. S. Navy FORACS "MID STATION" site, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Puu-O-Hulu (Makai)", being 4108.03 feet South and 5255.81 feet East, thence running by azimuths measured clockwise from true South:

1. 134° 42' 20.00 feet along portion of the Northeasterly side of the U. S. NAVY FORACS "MID STATION" site;
2. 224° 42' 40.00 feet along remainder of the former Railroad Right-of-Way;
3. 314° 42' 20.00 feet along the Southwesterly side of Farrington Highway, being also the Northeasterly side of the former Railroad Right-of-Way;
4. 44° 42' 40.00 feet along remainder of the former Railroad Right-of-Way to the point of beginning and containing an area of 800 square feet.

The piece of land hereinabove described being shown and delineated as "Access Roadway Easement" on Real Estate Drawing No. RE-1093, and marked as EXHIBIT "C", hereto attached and made a part hereof.

3. A non-exclusive easement for the purpose of direct access thereover, to and from Farrington Highway to the Government's FORACS "South Station" Site, covered by the State of Hawaii General Lease S-3813, dated July 1, 1964 (as amended on November 22, 1966) and said reserved access, being over and across a piece of land described as follows:

Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (parcel 1)
 (State of Hawaii)

ROADWAY EASEMENT
 EXTENSION OF LAUMANIA AVENUE

Being a portion of the former Railroad Right-of-Way situate on the Southwest side of Farrington Highway at Nanakuli, Waianae, Oahu, Hawaii.

Beginning at the South corner of this easement, at the intersection of Laumania and Pohakunui Avenues, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Nanakuli 1930" being 5054.33 feet South and 1165.28 feet East, and running by azimuths measured clockwise from true South:

Along the Northeast end of Laumania Avenue on a curve to the left with a radius of 5665.00 feet, the chord azimuth and distance being:

1. 148° 14' 05" 40.01 feet;
2. 239° 35' 19.44 feet along remainder of former Railroad Right-of-Way;

thence along same on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

3. 193° 42' 35.1" 28.71 feet;

thence along the Southwest side of Farrington Highway on a curve to the right with a radius of 5,705.00 feet, the chord azimuth and distance being:

4. 328° 14' 21.9" 80.30 feet;

thence along remainder of the former Railroad Right-of-Way on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

Portion, Railroad Right-of-Way
 Lualualei and Pearl Utility Corridor
 Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
 (State of Hawaii)

5. $104^{\circ} 06' 46.8''$ 28.05 feet;

6. $59^{\circ} 35'$ 20.36 feet along remainder of the former Railroad Right-of-Way to the point of beginning and containing an area of 1,773 square feet.

The piece of land hereinabove described, being shown and delineated as Parcel 3 on City and County of Honolulu, Division of Land Survey and Acquisition PARCEL MAP File No. 12-8-2-196, and being assigned the Real Estate Drawing No. RE-1094, and marked as EXHIBIT "D", attached hereto and made a part hereof, said Parcel 3 being a portion of the aforesaid Easement NOy(R)-98793 granted to the City and County of Honolulu on July 17, 1967, and recorded in Liber 5755 at Page 460.

SUBJECT TO rights of way, restrictions, reservations and easements now existing or of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim and demand whatsoever, in law as well as in equity, of the said GRANTOR of, in or to the foregoing described premises, and every part and parcel thereof, with the appurtenances.

SAID PROPERTY transferred hereby was duly determined to be surplus, and was assigned to the General Services Administration for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD, all and singular, the said premises, with the improvements thereon, unto the said GRANTEE, its successors and assigns forever.

15189 575

Portion, Railroad Right-of-Way
Lualualei and Pearl Utility Corridor
Ewa, Oahu, Hawaii 9-N-HI-451-B (Parcel 1)
(State of Hawaii)

STATE OF CALIFORNIA)
(ss:
City and County of San Francisco)

On this 29th day of September 1980, before me, GLADYS Y. OKAZAKI, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared A. B. PACE, known to me to be the Director, Real Property Division, Federal Property Resources Service, General Services Administration, Region 9, San Francisco, California, and acknowledged that he executed the within instrument on behalf of the United States of America, acting by and through the Administrator of General Services.

WITNESS my hand and official seal.

SEAL



Gladys Y. Okazaki
GLADYS Y. OKAZAKI

Notary Public
in and for the City and County of
San Francisco, State of California

STATE OF CALIFORNIA }
(City and County of San Francisco) 21-

I, CARL M. OLSEN, County Clerk and Clerk of the Superior Court of the State of California, in and for the City and County of San Francisco, which Court is a Court of Record having by law a seal, DO HEREBY CERTIFY: That

GLADYS Y. OKAZAKI

whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public in and for the City and County of San Francisco, duly commissioned and sworn in said City and County, and was as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments in writing to be recorded in said State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with the handwriting of said notary and verily believe that the signature to the attached certificate is genuine, and further that the annexed instrument is executed and acknowledged according to the laws of the State of California.

In witness whereof, I have hereunto set my hand and annexed the seal of the Superior Court of the State of California, in and for the City and County of San Francisco.

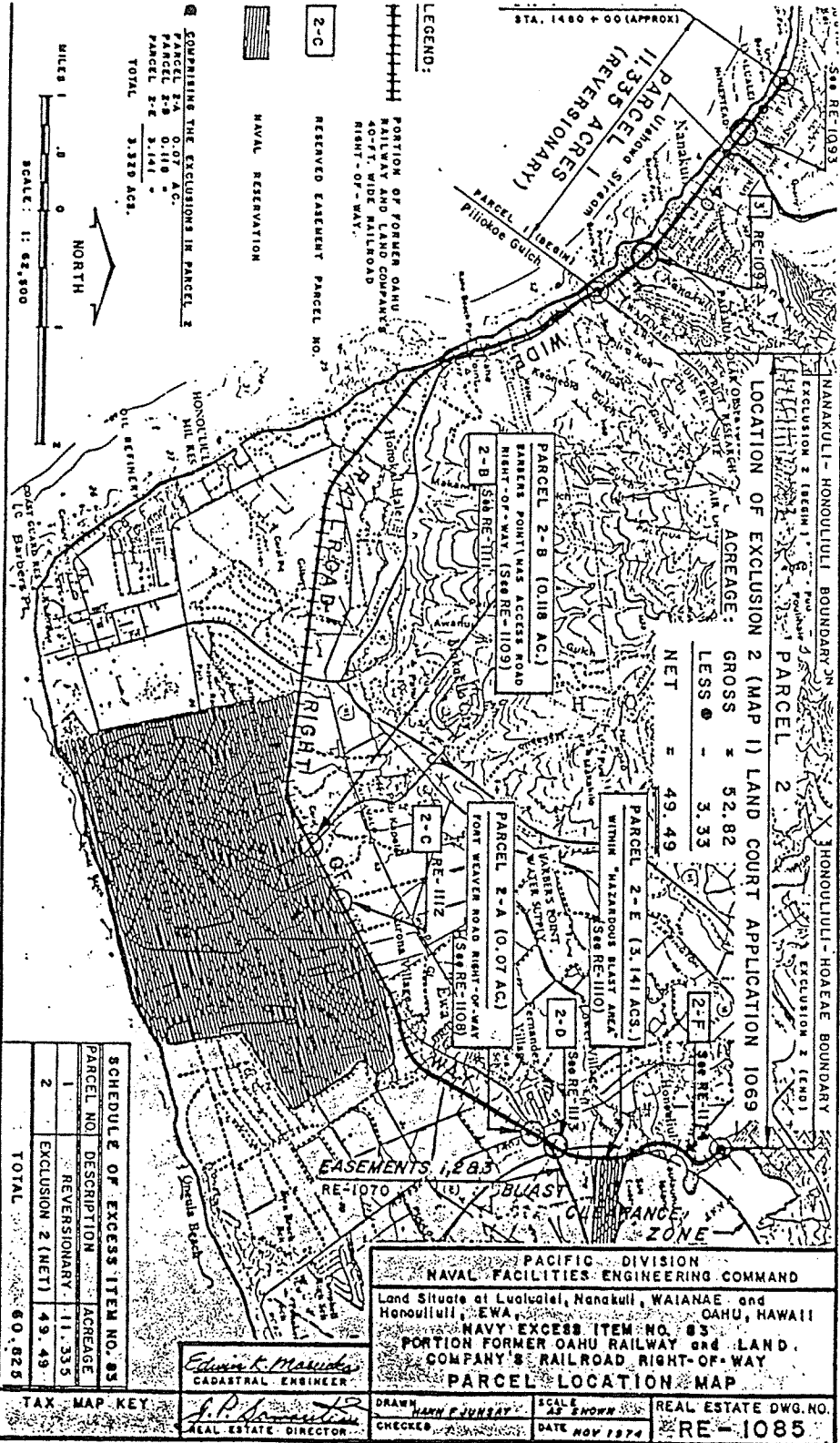
Dated:

SEP 30 1980

Carl M. Olsen Clerk.

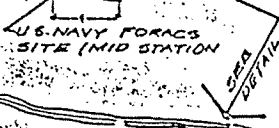
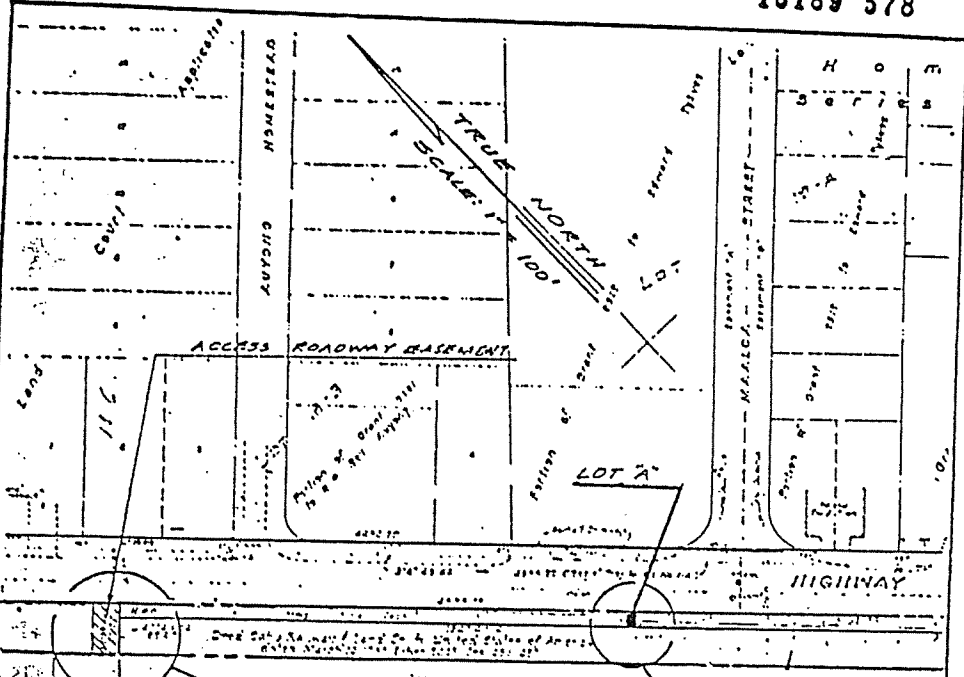
15189 576

15189 577



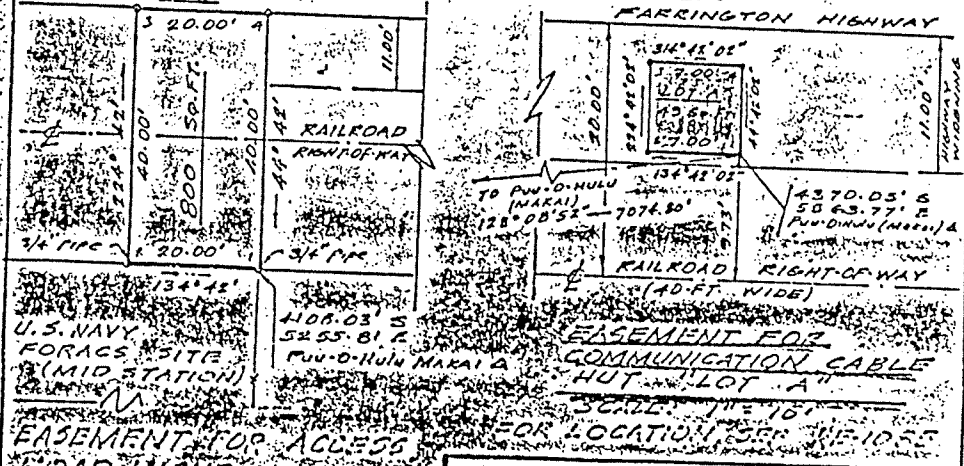
Recd. Memo. Legibility of Writing, Typing or Printing UNSATISFACTORY. Document when received.

15189 578



ULEHAWA BEACH PARK
 P.E.O. No. 10711 DDCd MAY 7, 1957

FARRINGTON HIGHWAY
 314° 42'

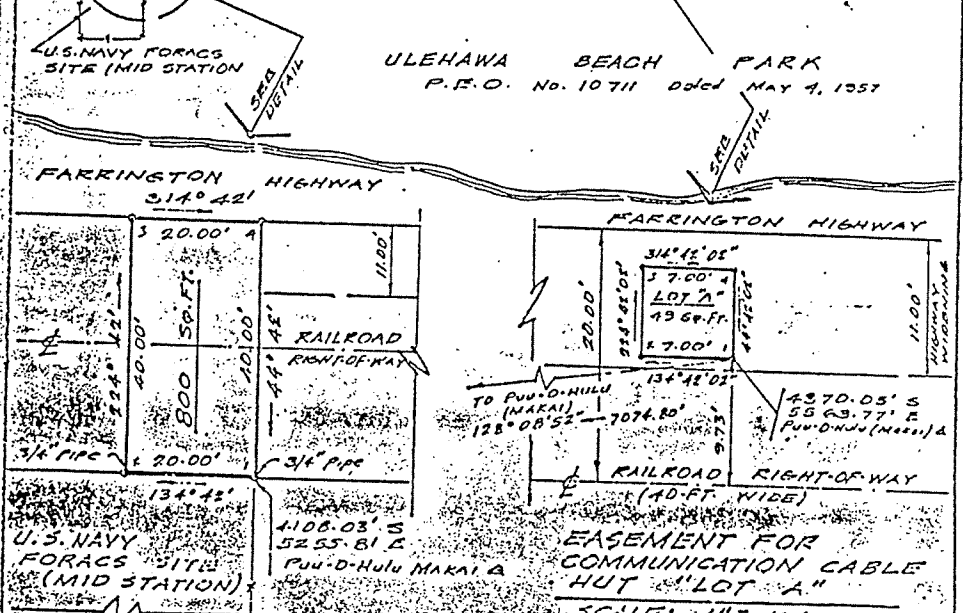
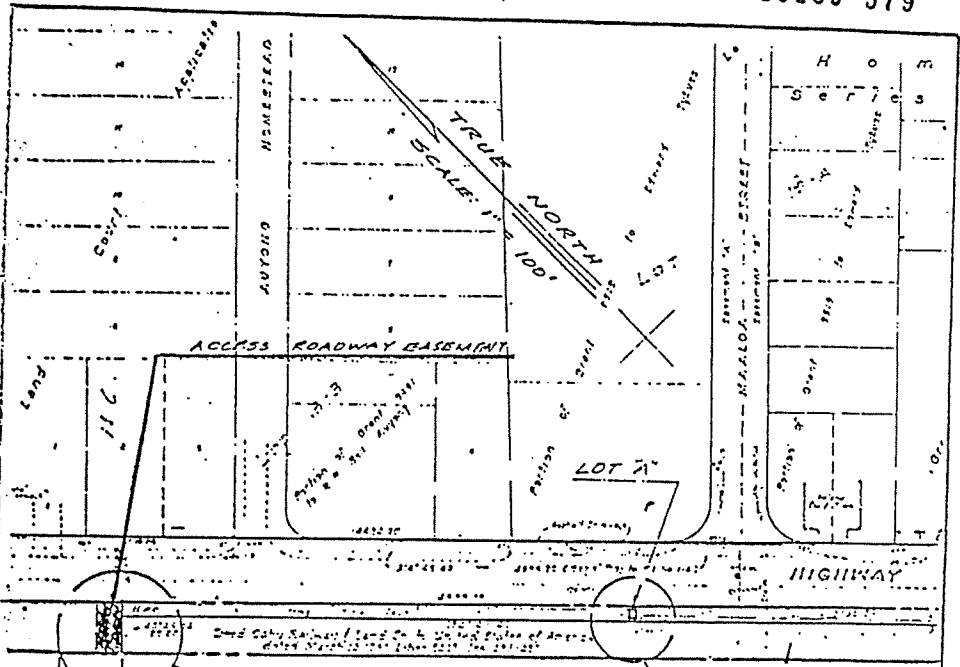


SCALE: 1" = 20'
 TAX MAP KEY
 58-T-08

PACIFIC DIVISION
 NAVAL FACILITIES ENGINEERING COMMAND
 LAND SITUATE AT LUALUALEI, WAIANAE, OAHU, HAWAII
 RESERVED EASEMENTS FOR
 COMMUNICATION CABLE HUT AND
 ACCESS ROAD RIGHT-OF-WAY
 LOCATION MAP
 DRAWN (Approved) [Signature] REAL ESTATE DRAWING SHO
 CHECKED [Signature] [Signature] FILE NO. 4093

EXHIBIT IN B...

15189 579



PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND

LAND SITUATE AT LUALUALEI, WAIANAE, OAHU, HAWAII

RESERVED EASEMENTS FOR COMMUNICATION CABLE HUT AND ACCESS ROAD RIGHT-OF-WAY LOCATION MAP

SCALE: 1" = 20'

TAX MAP KEY
158-7-50

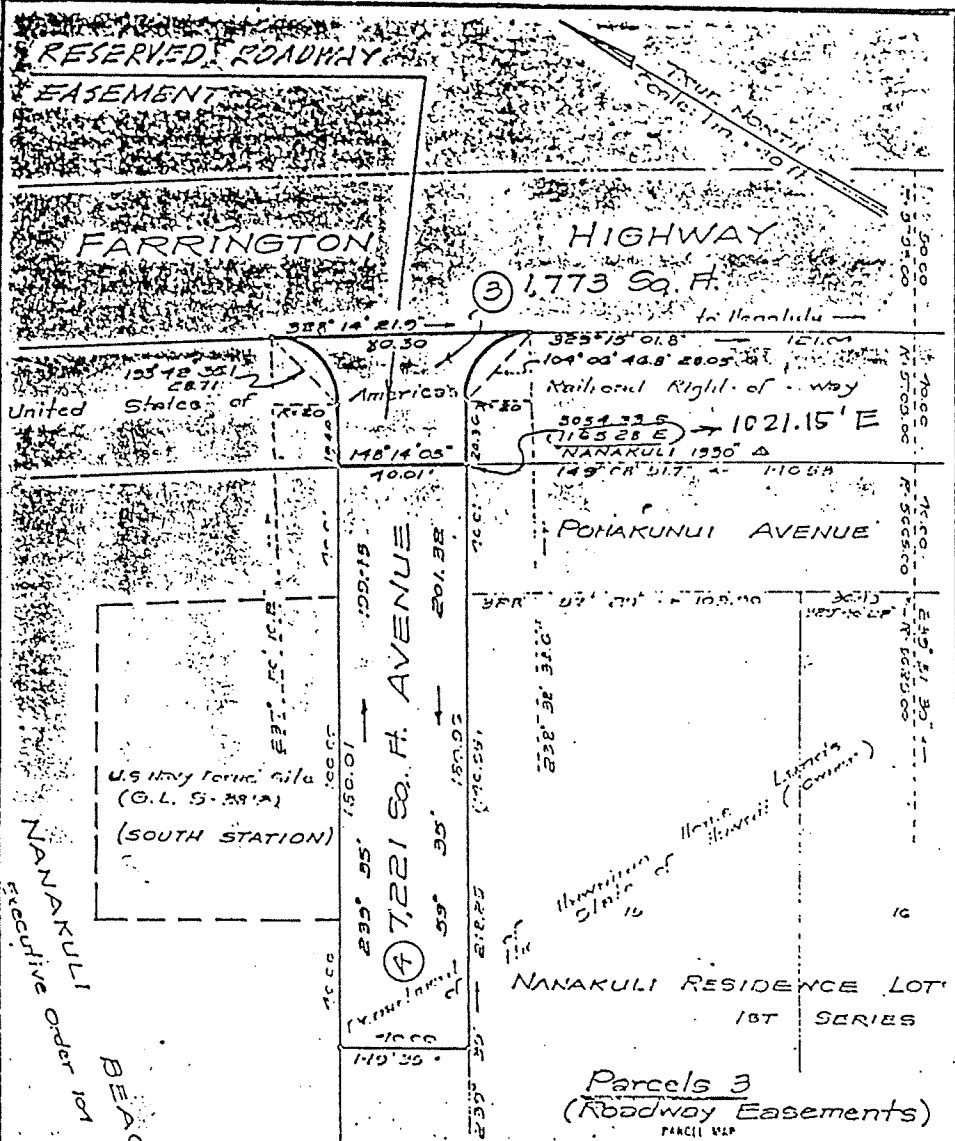
Edwin K. Masuda
CADASTRAL ENGINEER

REAL ESTATE DRAWING NO.
1093

EXHIBIT "A" "B" "C"

Rec'd. and Memo. Legibility of Writing, Typing, or Printing UNSATISFACTORY in this Document when received.

15189 580



U.S. Army Corps of Engineers
(G.L.S. 2912)
(SOUTH STATION)

NANAKULI BEACH PARK
Executive Order 101 dated June 27, 1951

LAUMANIA

FOR LOCATION SEE RE-1094

DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF HONOLULU
DIVISION OF LAND SURVEY AND ACQUISITION

LEEWARD BEACH PARK, PHASE I
(NANAKULI BEACH PARK)
Haukapuni, Waialae, Oahu, Hawaii

ENGINEER: R. K. Ajiu
SUPERVISOR: George Tommen

12	8	2	100
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EXHIBIT "D" REAL ESTATE DRAWING NO. RE 1094

Reception Memo: Legibility of Writing, Typing or Printing UNSATISFACTORY in this Document when received.

RECORDATION REQUESTED BY:
DEPARTMENT OF TRANSPORTATION
ABSTRACTING SECTION
AFTER RECORDATION, RETURN TO
DEPARTMENT OF TRANSPORTATION
ABSTRACTING SECTION

80-68673

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50 JUN 26 P 2: 33

14814.320

INDEXED BY: FILED

DEED

THIS DEED, made this 5th day of June, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the GRANTEE:

W I T N E S S E T H:

WHEREAS, the STATE OF HAWAII has filed application under the provisions of the Act of Congress approved August 27, 1958, as amended (Title 23, United States Code, Section 317), for the transfer to the GRANTEE of lands hereinafter described situated in the STATE OF HAWAII, and under the control and jurisdiction of the General Services Administration, and

WHEREAS, this transfer is further authorized under the provisions of the Act of Congress approved October 15, 1966 (80 Stat. 931, 937; Section 6(a)(1)(A)), and the Act of Congress approved August 13, 1973, 87 Stat. 262, Section 124 (Title 23, United States Code, Section 217), authorizes the construction of separate or preferential bicycle lanes or paths and pedestrian walkways in conjunction or connection with Federal-aid highways, and

WHEREAS, the Regional Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that the lands covered by the application are reasonably necessary in connection with the construction of Project BW 0300(8), State of Hawaii, and

EXEMPT—HAWAII CONVEYANCE TAX

ly
NOT REQUIRED

14814 321

WHEREAS, the General Services Administration has authorized the DEPARTMENT to transfer the lands to the GRANTEE

NOW, THEREFORE, ^{USA} the DEPARTMENT ^X as authorized by law, ^{34 OCT} does hereby appropriate, remise, release, quitclaim, and transfer ^X unto the GRANTEE the lands and interests in lands described in Attachment One, Parcels 2, 3, 4, 6, 7, 8, 9, 10, 11, and 12, attached hereto and made a part hereof.

TO HAVE AND TO HOLD, the above-mentioned lands and interests in lands unto the GRANTEE, for so long a time as such are needed for highway purposes, i.e., bicycle lanes or paths and pedestrian walkways upon the express condition that if, at any time, the need for such highway purposes shall no longer exist, notice of the fact shall be given by the GRANTEE to the DEPARTMENT and such lands and interests in lands shall immediately revert to the United States of America and to the control of the General Services Administration as such control existed prior to this instrument, and subject to the following covenants and conditions, which shall be binding on the GRANTEE, its successors and assigns

1. The GRANTEE, in consideration of the conveyance of said lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that it will preserve the integrity of the railroad facilities located on said right-of-way including all rails, ties, signals, and appurtenances in their existing condition, natural and unavoidable deterioration excepted, provided, however, that said railroad facilities may be operated by an assignee as a non-profit historic railroad museum and provided that the operation, maintenance or alteration of said facilities shall be in accordance with State and Federal requirements applicable to facilities listed on the National Register of Historic Places including but not limited to:

- a. Title 1 of the National Environmental Policy Act of 1969 (NEPA) 42 U.S.C. Section 4321 et seq.;

- b. Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470f;
- c. Section 1(3) and 2(b) of Executive Order 11593, May 13, 1971, "Protection and Enhancement of the Cultural Environment";
- d. Procedures of the Advisory Council on Historic Preservation for the Protection of Historic and Cultural Properties (36 CFR Part 800); and
- e. Section 4(f) of the Department of Transportation Act and 23 U.S.C. Section 138.

Any salvage resulting from tracks, ties or other railroad facilities not needed for the development of the operating railroad museum shall be returned to the General Services Administration.

✓ 2. No motorized vehicles shall be permitted on the bicycle lanes or paths or pedestrian walkways except for maintenance purposes conducted by the GRANTEE, its successors or assigns.

✓ 3. The GRANTEE, in consideration of the conveyance of said lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d-2000d-4) and the regulations set forth in Title 49 - Transportation, Subtitle A, Part 21, Code of Federal Regulations (49 CFR 21.1-21.23) (1970), specifically that: (a) no members of the traveling public and users of the Federally-assisted highway shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in their access to, and use of, said highway or their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed on, over, or under the right-of-way of said highway; and (b) the GRANTEE shall use the said lands so conveyed in compliance with all other requirements imposed pursuant to said Title 49, Subtitle A, Code of Federal Regulations, Part 21.

✓ 4. The GRANTEE, in consideration of the conveyance of said lands, does hereby covenant and agree that all licenses, permits or easements authorizing the use or occupancy of the 40' railroad right-of-way will be issued only subsequent to the written approval of the Hawaii State Historic Preservation Officer and the written authorization of the Hawaii Division Administrator, Federal Highway Administration.

5. The GRANTEE further covenants and agrees that authority to use said right-of-way as above conditioned shall be by revocable permit or license except in those instances where the applicant satisfactorily demonstrates that its use of said property requires that it be given an easement granting an interest in said property. In all licenses, permits or easements the GRANTEE shall include a provision that in the event of the breach of any covenant or condition, the GRANTEE reserves the right to declare the authority to use the property terminated in whole or in part and to revest title to the State of Hawaii. Further, the GRANTEE shall include in all authorizations to use said property a provision that will revest title to the State of Hawaii in the event of abandonment or non-use by the licensee, permittee or grantee for a period to two years.

✓ 6. In the event of breach of the above provided covenants, the DEPARTMENT reserves the right to declare the terms of this grant terminated in whole or in part and to revest title in the United States of America and to the control of the General Services Administration as such control existed prior to this instrument.

IN WITNESS WHEREOF, I, William B FURNIER, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and the Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

WITNESS:

John Balshaw
Harry M. Brown

William B FURNIER
Regional Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

On this 5th day of June, 1980, before me Lynne McClelland, a Notary Public in and for the State of California, personally came William B. FURNIER, Regional Counsel of the Federal Highway Administration, Region IX, San Francisco, California, to me known to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as Regional Counsel for the Federal Highway Administration.

In witness whereof I have hereunto set my hand and official seal this 5th day of June, 1980.



Lynne A. McClelland
Notary Public

In compliance with the conditions set forth in the foregoing grant, the STATE OF HAWAII, certifies and, by the acceptance of this grant, accepts the terms thereof and agrees for itself, its successors and assigns, forever to abide by the conditions set forth in said grant.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

By Ryokichi Higashionna
Its Director

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

On this 24th day of June, 1980, before me appeared Ryokichi Higashionna, to me personally known, who, being by me duly sworn, did say that he is the Director of the Department of Transportation, State of Hawaii, and that the ~~foregoing~~ instrument was signed in behalf of said Department of Transportation, State of Hawaii, and the said Ryokichi Higashionna acknowledged said instrument to be the free act and deed of said Department.

K. K. Uyeoka
Notary Public, State of Hawaii
My Commission expires: Dec. 17, 1983

PARCEL 2

LAND SITUATE AT HONOULIULI, EWA, OAHU, HAWAII

Being a portion of R.P. 6971, L.C. Aw. 11216,
Apāna 8 to M. Kekauonohi

Being all of Exclusion 2 as shown on Map 1 and Supplementary Maps A and B filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1069.

Being also that portion of the main line right-of-way of the former Oahu Railway and Land Company running through Honouliuli from the boundary of the lands of Nanakuli to the boundary of the lands of Hoaeae.

Being a strip of land forty (40.00) feet wide, extending twenty (20.00) feet on each side of the following described centerline:

Beginning at the Northwesterly end of this centerline on the boundary between Nanakuli and Honouliuli, the true azimuth and distance from a pipe in concrete monument on said boundary being $44^{\circ} 48' 15''$ 90.15 feet, and the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapuai New" being 2,743.66 feet South and 21,560.83 feet West, and running by true azimuths:

On a curve to the right with a radius of 1,400.20 feet, the direct azimuth and distance being:

1. $349^{\circ} 00' 13''$ 187.04 feet;

Thence on a curve to the left with a radius of 1,615.00 feet, the direct azimuth and distance being:

ATTACHMENT ONE

FEDERAL LAND TRANSFER JUNE 5, 1980

14814 327

- 2. 342° 17' 15" 591.16 feet;
- 3. 331° 44' 30" 1943.00 feet;

Thence on a curve to the right with a radius of 2865.00 feet, the direct azimuth and distance being:

- 4. 336° 02' 15" 429.21 feet;
- 5. 340° 20' 1736.00 feet;

Thence on a curve to the to the right with a radius of 1910.00 feet, the direct azimuth and distance being:

- 6. 353° 33' 873.38 feet;
- 7. 6° 46' 172.30 feet;

Thence on a curve to the left with a radius of 2865.00 feet, the direct azimuth and distance being:

- 8. 354° 27' 15" 1221.88 feet;
- 9. 342° 08' 30" 1126.00 feet;

Thence on a curve to the left with a radius of 2865.00 feet, the direct azimuth and distance being:

- 10. 328° 59' 30" 1303.58 feet;
- 11. 315° 50' 30" 5013.00 feet;

Thence on a curve to the left with a radius of 2865.00 feet, the direct azimuth and distance being:

- 12. 300° 36' 45" 1505.16 feet;
- 13. 285° 23' 12087.70 feet;

Thence on a curve to the left with a radius of 3438.00 feet, the direct azimuth and distance being:

- 14. 267° 41' 30" 2089.58 feet;
- 15. 250° 00' 9416.63 feet;

Thence on a curve to the right with a radius of 2865.00 feet, the direct azimuth and distance being:

16. 258° 24' 30" 837.88 feet;

17. 266° 49' 496.40 feet;

Thence on a curve to the left with a radius of 2865.00 feet, the direct azimuth and distance being:

18. 242° 28' 45" 2361.40 feet; ✓

19. 218° 08' 30" 6650.20 feet;

Thence on a curve to the left with a radius of 5730.00 feet, the direct azimuth and distance being:

20. 216° 56' 30" 240.00 feet;

Thence on a curve to the left with a radius of 2865.00 feet, the direct azimuth and distance being:

21. 203° 15' 30" 1238.58 feet;

22. 190° 46' 30" 637.20 feet;

Thence on a curve to the left with a radius of 1910.00 feet, the direct azimuth and distance being:

23. 174° 25' 45" 1075.08 feet;

24. 158° 05' 922.75 feet;

Thence on a curve to the right with a radius of 819.00 feet, the direct azimuth and distance being:

25. 161° 35' 100.00 feet;

Thence on a curve to the right with a radius of 614.00 feet, the direct azimuth and distance being:

26. 183° 45' 393.04 feet;

Thence on a curve to the right with a radius of 819.00 feet, the direct azimuth and distance being:

27. 205° 55' 100.00 feet;
28. 209° 25' 1057.55 feet;

Thence on a curve to the right with a radius of 574.00 feet, the direct azimuth and distance being:

29. 231° 53' 438.70 feet;
30. 254° 21' 194.00 feet;

Thence on a curve to the left with a radius of 368.00 feet, the direct azimuth and distance being:

31. 201° 07' 30" 589.52 feet;
32. 147° 54' 185.60 feet to the boundary between Hoaeae and Honouliuli, the true azimuth and distance to a pipe in concrete monument on said boundary being 58° 00', 30.90 feet and containing a gross area of 52.82 acres, and a net area of 49.49 acres after deducting the 3 parcels of Land, excepted and excluded therefrom and herein designated as Parcels 2-A, 2-B and 2-E, and described as follows:

PARCEL 2-A

PORTION OF FORT WEAVER ROAD RIGHT-OF-WAY

Being a portion of Exclusion 2 of Land Court Application 1069, situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at a point on the South boundary of this piece of land, being also Station 95+52 of the centerline of

Fort Weaver Road, Federal Public Works Project N.R.S. 20-A, the true azimuth and distance to a 3/4-inch pipe in concrete at Station 93+21.41 of the centerline of said Fort Weaver Road, being 165° 40' 270.59 feet and the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 10635.89 feet South, and 15513.63 feet East, and running by azimuths measured clockwise from True South:

1. 38° 08' 30" 37.83 feet along remainder of Fort Weaver Road;
2. 165° 40' 50.43 feet along the west side of Fort Weaver Road, along the remainder of former Oahu Railway and Land Company's 40-foot Right-of-Way;
3. 218° 08' 30" 75.66 feet along remainder of Fort Weaver Road;
4. 345° 40' 50.43 feet along the east side of Fort Weaver Road, along remainder of former Oahu Railway and Land Company's 40-foot Right-of-Way;
5. 38° 08' 30" 37.83 feet along remainder of Fort Weaver Road to the point of beginning and containing an area of 3026 square feet or 0.07 acre.

Being the land conveyed to the Territory (now State) of Hawaii, and described as PARCEL 3 in that certain Deed dated November 15, 1935, from the Oahu Railway and Land Company, recorded in the Hawaii State Bureau of Conveyances in Liber 1301, Pages 171-174.

PARCEL 2-E

WITHIN "HAZARDOUS BLAST AREA"

LAND SITUATE AT HONOULIULI, EWA, OAHU, HAWAII

Being a portion of R.P. 6971, L.C. Aw. 11216
Apana 8 to KékauonohiBeing also a portion of Exclusion 2
of Land Court Application 1069Being a portion of the Main Line Railroad Right-of-Way
of the former Oahu Railway and Land Company
(Portion of the Navy Utility Corridor)

Being a strip of land forty (40.00) feet wide:

Beginning at the Northeast corner of this strip of land, on the easterly side of Exclusion 2 of Land Court Application 1069, bounded by the Naval Magazine, Lualualei (West Loch Branch) BLAST CLEARANCE ZONE, the coordinates of said point referred to the Government Survey Triangulation Station "KAPUAI NEW", being 6092.23 feet South and 16,990.97 feet East, and running by azimuths and distances measured clockwise from True South:

1. 338° 05' 00" 317.76 feet along LOT 45 (Map 11) of Land Court Application 1069;

Thence along Lots 45 (Map 11) and 303 (Map 46) of Land Court Application 1069, being also along the westerly boundary of Naval Magazine, Lualualei (West Loch Branch) on a curve to the right with a radius of 1930.00 feet, the chord azimuth and distance being:

2. 354° 25' 45" 1086.34 feet;
3. 10° 46' 30" 637.20 feet along Lots 303 and 302 (Map 46) of Land Court Application 1069, portion being along the westerly boundary of Naval Magazine, Lualualei (West Loch Branch);

Thence along Lot 302 (Map 46) of Land Court Application 1069, on a curve to the right with a radius of 2885.00 feet, the chord azimuth and distance being:

4. 23° 15' 30" 1247.22 feet;

Thence along same on a curve to the right with a radius of 5750.00 feet, the chord azimuth and distance being:

5. $36^{\circ} 36' 24.3''$ 173.59 feet;

Thence along remainder of said Exclusion 2 (Parcel 2) on a curve to the right with a radius of 7920.00 feet, being the Naval Magazine, Lualualei (West Loch Branch) "BLAST CLEARANCE ZONE", the chord azimuth and distance being:

6. $176^{\circ} 36' 25.1''$ 61.43 feet;

Thence along LOT 101 (Map 24) of Land Court Application 1069 on a curve to the left with a radius of 5710.00 feet, the chord azimuth and distance being:

7. $216^{\circ} 22' 24.7''$ 125.94 feet;

Thence along same on a curve to the left with a radius of 2845.00 feet, the chord azimuth and distance being:

8. $203^{\circ} 15' 30''$ 1229.92 feet;

9. $190^{\circ} 46' 30''$ 637.20 feet along same;

Thence along Lots 101 (Map 24) and 46 (Map 11) of Land Court Application 1069 on a curve to the left with a radius of 1890.00 feet, the chord azimuth and distance being:

10. $174^{\circ} 25' 45''$ 1063.82 feet;

11. $158^{\circ} 05' 00''$ 273.82 feet along Lot 46 (Map 11) of Land Court Application 1069;

Thence along the remainder of Exclusion 2 of Land Court Application 1069, on a curve to the right with a radius of 7920.00 feet, being the Naval Magazine Lualualei (West Loch Branch) "BLAST CLEARANCE ZONE" the chord azimuth and distance being:

12. $200^{\circ} 23' 39.4''$ 59.42 feet to the point of beginning and containing an area of 3.141 acres.

The strips of land hereinabove described, being portions of Exclusion 2 of Land Court Application 1069, are shown and delineated as follows:

1. As Parcel 2-A (Fort Weaver Road Right-of-Way), marked as Exhibit "F" on Real Estate Drawing No. RE-1108;
2. As Parcel 2-B (Barbers Point NAS Access Road Right-of-Way) marked as EXHIBIT "G" on Real Estate Drawing No. RE-1109;
3. As Parcel 2-E (within "HAZARDOUS BLAST AREA" marked as EXHIBIT "H" on Real Estate Drawing No. RE-1110.

Said Parcel 2 being the whole of Exclusion 2, as aforesaid, is generally shown on Real Estate Drawing No. RE-1085 marked as Exhibit "E".

All of said drawings are attached hereto and made a part hereof.

Being portion of the strip of land, 40 feet wide (Exclusion 2) conveyed to the Oahu Railway and Land Company, by Deed dated September 5, 1902 from the Trustees of James Campbell Estate, recorded in the Registry of Conveyances, Territory (now State) of Hawaii, in Liber 241, Pages 136-141;

The same being portion of the 40-foot wide Railroad Right-of-Way, subsequently conveyed to the United States of America from said Oahu Railway and Land Company by Quitclaim deed dated March 16, 1951, but as of October 2, 1950, recorded in the Registry of Conveyances, Territory (now State) of Hawaii, in Liber 2442, Pages 425-427.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 3

LAND SITUATED AT HOAEAE, EWA, OAHU, HAWAII

Being portions of Royal Patent 4490, Land Commission Award 10,474, Apana 9 to N. Namauu and Royal Patent 778, Land Commission Award 1583, Apanas 1 and 2 to Kekapa for Nalaelima.

Being also a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at a point on the Hoaeae-Honouliuli boundary, on the Westerly side of this strip of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 8,648.84 feet South and 13,418.60 feet West and running by azimuths measured clockwise from true South:

1. 147° 56' 152.58 feet along remainder of R. P. 4490,
L. C. Aw. 10,474, Apana 9 to
N. Namauu;
2. Thence along same on a curve to the right with a radius
of 1,930.08 feet, the chord
azimuth and distance being
155° 26' 15" 504.13 feet;
3. 162° 56' 30" 113.07 feet along same;
4. 162° 56' 30" 180.60 feet along remainder of R. P. 778,
L. C. Aw. 1583, Apana 2 to
Kekapa for Nalaelima;
5. Thence along same on a curve to the left with a radius of
2,844.93 feet, the chord
azimuth and distance being
160° 43' 30" 220.08 feet;
6. Thence along remainder of R. P. 4490, L. C. Aw. 10,474,
Apana 9 to N. Namauu, still
on a curve to the left with
a radius of 2,844.93 feet,
the chord azimuth and distance
being 158° 22' 45" 12.83 feet;

7. 158° 15' 220.90 feet along same;
8. Thence along same on a curve to the right with a radius of 736.34 feet, the chord azimuth and distance being 158° 57' 01" 18.00 feet;
9. Thence along remainder of R. P. 778, L. C. Aw. 1583, Apana 1 to Kekapa for Nalaelima, still on a curve to the right with a radius of 736.34 feet, the chord azimuth and distance being 171° 24' 16" 300.00 feet;
10. Thence along remainder of R. P. 4490, L. C. Aw. 10,474, Apana 9 to N. Namauu, still on a curve to the right with a radius of 736.34 feet, the chord azimuth and distance being 191° 10' 32" 205.40 feet;
11. 291° 31' 40" 40.03 feet along same, along Parcel 4, across the former Oahu Railway and Land Company's railroad right-of-way;
12. Thence along remainder of R. P. 4490, L. C. Aw. 10,474, Apana 9 to N. Namauu on a curve to the left with a radius of 696.34 feet, the chord azimuth and distance being 12° 09' 45.5" 167.21 feet;
13. Thence along the Easterly boundary of the former Oahu Railway and Land Company's railroad right-of-way, along the shore of West Loch, Pearl Harbor, still on a curve to the left with a radius of 696.34 feet, the chord azimuth and distance being 351° 45' 30" 325.31 feet;
14. 338° 15' 220.90 feet along same;
15. Thence along same on a curve to the right with a radius of 2,884.93 feet, the chord azimuth and distance being 340° 35' 45" 236.17 feet;
16. 342° 56' 30" 293.67 feet along same;

17. Thence along same on a curve to the left with a radius of 1890.08 feet, the chord azimuth and distance being 335° 26' 15" 493.68 feet;
18. 327° 56' 152.65 feet along same;
19. 58° 02' 40.00 feet along Exclusion 2 of Land Court Application 1069, being remainder of the former Oahu Railway and Land Company's railroad right-of-way, Parcel 2, being also along the Hoacae-Honouliuli boundary, to the point of beginning and containing an area of 76,561 square feet or 1.758 acres.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 4

Land Situated at Hoaeae, and at Apokaa and Hanohano, Waikele, Ewa, Oahu, Hawaii

Being portions of Royal Patent 4490, Land Commission Award 10,474, Apana 9 to N. Namauu and Land Commission Award 5930 to Puhalahua (Boundary Certificate No. 43, Part C).

Being also a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at a point on the Easterly boundary of the City and County of Honolulu's Waipahu Incinerator Site as shown on Division of Land Survey and Acquisition Map No. 12-7-2-49, at the Southwest corner of this strip of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 6,840.51 feet South and 13,966.05 feet West and running by azimuths measured clockwise from true South:

1. Along remainder of R. P. 4490, L. C. Aw. 10,474, Apana 9 to N. Namauu, on a curve to the right with a radius of 736.34 feet, the chord azimuth and distance being $200^{\circ} 21' 37''$ 30.01 feet;
2. Thence along Waipahu Industrial Park (File Plan 973), still on a curve to the right with a radius of 736.34 feet, the chord azimuth and distance being $223^{\circ} 59' 20''$ 562.65 feet;
3. $246^{\circ} 27'$ 694.43 feet along same;
4. Thence along same and along the City and County of Honolulu's Kunia Sewage Pump Station on a curve to the left with a radius of 457.68 feet, the chord azimuth and distance being $223^{\circ} 31' 35''$ 356.53 feet;

5. 200° 36' 10" 470.70 feet along Waipahu Industrial Park (File Plan 973);
6. Thence along same on a curve to the right with a radius of 973.34 feet, the chord azimuth and distance being 215° 00' 02" 484.05 feet;
7. Thence along Lot 2 (Map 1) of Land Court Application 1775, still on a curve to the right with a radius of 973.34 feet, the chord azimuth and distance being 229° 47' 42" 13.48 feet;
8. Thence along same on a curve to the right with a radius of 1655.25 feet, the chord azimuth and distance being 238° 56' 30" 503.60 feet;
9. Thence along same on a curve to the right with a radius of 1450.66 feet, the chord azimuth and distance being 251° 41' 02" 201.99 feet;
10. Thence along remainder of L. C. Aw. 5930 to Puhalahua, being also along the Waipahu Intermediate School Site, on a curve to the right with a radius of 1461.38 feet, the chord azimuth and distance being 266° 10' 17" 532.39 feet;
11. 276° 40' 415.85 feet along same and along Parcel 22 of Waipahu Flood Control;
12. Thence along Parcels 22, 18, 21 and 24 of Waipahu Flood Control on a curve to the left with a radius of 1890.00 feet, the chord azimuth and distance being 269° 49' 38" 450.15 feet;
13. 7° 44' 41.33 feet across the former Oahu Railway and Land Company's railroad right-of-way, along Parcel 5, being also along the Government Land of Puhala (Governor's Executive Order No. 1894);
14. Thence along the Southerly boundary of the former Oahu Railway and Land Company's railroad right-of-way, being generally along the Northerly shore of Pearl Harbor (West Loch), on a curve to the right with a radius of 1930.00 feet, the chord azimuth and distance being 89° 59' 449.23 feet;

15. 96° 40' 415.85 feet along same;
16. Thence along same, portion being along remainder of L.C. Aw. 5930 to Puhalahua, on a curve to the left with a radius of 1421.38 feet, the chord azimuth and distance being 86° 10' 17" 517.82 feet;
17. Thence along remainder of L. C. Aw. 5930 to Puhalahua, on a curve to the left with a radius of 1410.66 feet, the chord azimuth and distance being 71° 41' 02" 196.42 feet;
18. Thence along the Southerly boundary of the former Oahu Railway and Land Company's railroad right-of-way, portion being along remainder of L. C. Aw. 5930 to Puhalahua, on a curve to the left with a radius of 1615.25 feet, the chord azimuth and distance being 58° 56' 30" 491.44 feet;
19. Thence along the Southerly boundary of the former Oahu Railway and Land Company's railroad right-of-way, on a curve to the left with a radius of 933.34 feet, the chord azimuth and distance being 35° 23' 50" 476.66 feet;
20. 20° 36' 10" 470.70 feet along same;
21. Thence along same, portion being along remainder of R.P. 4490, L. C. Aw. 10,474, Apana 9 to N. Namauu, on a curve to the right with a radius of 497.68 feet, the chord azimuth and distance being 43° 31' 35" 387.70 feet;
22. 66° 27' 694.43 feet along the Southerly boundary of the former Oahu Railway and Land Company's railroad right-of-way;
23. Thence along same, portion being along remainder of said R. P. 4490, L. C. Aw. 10,474, Apana 9, on a curve to the left with a radius of 696.34 feet, the chord azimuth and distance being 42° 45' 15.5" 559.69 feet;

24. $111^{\circ} 31' 40''$ 40.03 feet across the former Oahu Railway and Land Company's railroad right-of-way, along Parcel 3, being also along remainder of said R.P. 4490, L.C. Aw. 10,474, Apana 9, to the point of beginning and containing an area of 188,979 square feet or 4.338 acres.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 6

Land Situated at Ohua, Waikele, Ewa, Oahu, Hawaii

Being portions of Royal Patent 5694, Land Commission Award 6545, Apana 1 to H. Haalilio (Boundary Certificate No. 20 to John Hamauku) and Royal Patent 836, Land Commission Award 890, Apana 2 to Kuhano.

Being also a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at a point near the Northwest corner of this strip of land, at the Southeast corner of Lot 1-A of Pouhala Homesteads (Revised 1956), the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4455.72 feet South and 9349.53 feet West, as shown on C.S.F. No. 13122, and running by azimuths measured clockwise from true South:

1. 156° 10' 3.04 feet along a jog in the Northerly boundary of the former Oahu Railway and Land Company's Main Line railroad right-of-way, along Lot 1-A of said Pouhala Homesteads;
2. Thence along remainders of R.P. 5694, L. C. Aw. 6545, Apana 1 to H. Haalilio and R. P. 836, L. C. Aw. 890, Apana 2 to Kuhano, on a curve to the right with a radius of 2885.00 feet, the chord azimuth and distance being 254° 42' 09.5" 378.79 feet;
3. 258° 28' 569.11 feet along remainders of R.P. 836, L. C. Aw. 890, Apana 2 to Kuhano and R.P. 5694, L.C. Aw. 6545, Apana 1 to H. Haalilio;

4. 344° 33' 40.22 feet across the former Oahu Railway and Land Company's Main Line railroad right-of-way, along Parcel 7, being also along the Westerly boundary of Kapakahi Stream;
5. 78° 25' 599.29 feet along remainder of R.P. 5694, L. C. Aw. 6545, Apana 1 to H. Haalilio, being also along the Northerly boundary of Parcel 2 of that certain Quitclaim Deed to the City and County of Honolulu dated June 14, 1966 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5419 at page 117;
6. Thence along same on a curve to the left with a radius of 2272.00 feet, the chord azimuth and distance being 74° 26' 30" 315.00 feet;
7. 70° 28' 20.58 feet along same and along the Government Land of Pouhala (Parcel 1 of General Lease No. S-3808 dated June 17, 1964);
8. 146° 26' 40.76 feet across the former Oahu Railway and Land Company' railroad right-of-way, along Government Land of Pouhala, Governor's Executive Order 1894, being also along Parcel 5, to the point of beginning and containing an area of 38,156 square feet or 0.876 acre.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 7

Land Situated at Kapakahi, Waikele, Ewa, Oahu, Hawaii

Being Parcel 3 of Kapakahi Stream as shown on City and County of Honolulu, Department of Public Works, Division of Land Survey and Acquisition map titled "Kapakahi Stream and Waipahu Depot Street Extension" (File 16, Pocket 11, Folder 5, No. 14).

Being also a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the Northeast corner of this piece of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4224.21 feet South and 8353.77 feet West, as shown on said map 16-11-5-14, and running by azimuths measured clockwise from true South:

1. 337° 00' 40.81 feet along remainder of the former Oahu Railway and Land Company's railroad right-of-way (Parcel 8), being also along M. Aw. 39 to Kauliokamoa;
2. 78° 25' 80.87 feet along M. Aw. 39 to Kauliokamoa and along remainder of Kapakahi Stream;
3. 164° 33' 40.09 feet along remainder of the former Oahu Railway and Land Company's railroad right-of-way (Parcel 6), being also along R. P. 5694, L. C. Aw. 6545, Apana 1 to H. Haalilio;
4. 258° 25' 75.49 feet along remainder of Kapakahi Stream to the point of beginning and containing an area of 3,127 square feet.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 8

Land Situated at Kapakahi, Waikele, Ewa, Oahu, Hawaii

Being a portion of Mahele Award No. 39 to Kauliokamoa.

Being also Parcel 4 of Waipahu Depot Street Extension as shown on City and County of Honolulu, Department of Public Works, Division of Land Survey and Acquisition, map titled "Kapakahi Stream and Waipahu Depot Street Extension" (File 16, Pocket 11, Folder 5, No. 14).

Being further, a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the Northwest corner of this piece of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4224.21 feet South and 8353.77 feet West, as shown on said map 16-11-5-14, and running by azimuths measured clockwise from true South:

1. 258° 25' 17.07 feet along remainder of M. Aw. 39 to Kauliokamoa, along Parcel 7 of said Waipahu Depot Street Extension;
2. 335° 35' 41.02 feet along remainder of the former Oahu Railway and Land Company's railroad right-of-way, being also along Lot 3-F-6-B (Map 313) of Land Court Application 1000;
3. 78° 25' 18.10 feet along remainder of M. Aw. 39 to Kauliokamoa;
4. 157° 00' 40.81 feet along remainder of the former Oahu Railway and Land Company's railroad right-of-way (Parcel 7) being also along Parcel 3 of Kapakahi Stream, to the point of beginning and containing an area of 704 square feet.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 9

Land Situated at Waikele, Ewa, Oahu, Hawaii

Being a portion of Royal Patent 862, Land Commission Award 1712-B, Apana 1 to Hopu.

Being also Exclusion 27 as shown on Map 1 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000.

Being, further, a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the Northwest corner of this strip of land, being also the Northeast corner of Lot 3-F-6-A as shown on Map 313 of said Land Court Application 1000, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4147.03 feet South and 7977.19 feet West and running by azimuths measured clockwise from true South:

1. 258° 25' 152.45 feet along Grant 125 to Hao;
2. 348° 25' 40.00 feet along Lot 3-F-5 (Map 103) of said Land Court Application 1000;
3. 78° 25' 152.45 feet along Lot 12-A-1-A-1 (Map 219) of said Land Court Application 1000;
4. 168° 25' 40.00 feet along Lot 3-F-6-A (Map 313) of said Land Court Application 1000 to the point of beginning and containing an area of 6,098 square feet or 0.140 acre.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 10

Land Situated at Waipio, Ewa, Oahu, Hawaii

Being a portion of Royal Patent 804, Land Commission Award 8241-C.B., Apana 1 to Keawekolohe.

Being also Exclusion No. 26 as shown on Map 1 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000.

Being further, a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the Northwest corner of this strip of land, being also the Northeast corner of Lot 3-F-5 (Map 103) of said Land Court Application 1000, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4055.22 feet South and 7529.28 feet West and running by azimuths measured clockwise from true South:

1. 258° 25' 76.22 feet along Lot 298 of said Land Court Application 1000;
2. 348° 25' 40.00 feet along Lot 3-F-4 (Map 103) of said Land Court Application 1000;
3. 78° 25' 76.22 feet along Lot 12-A-1-A-1 (Map 219) of said Land Court Application 1000;
4. 168° 25' 40.00 feet along Lot 3-F-5 (Map 103) of said Land Court Application 1000 to the point of beginning and containing an area of 3,049 square feet or 0.070 acre.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

Land Situated at Waipio, Ewa, Oahu, Hawaii

Being a portion of Royal Patent 6465, Land Commission Award 11193, Apana 1 to Kailianu.

Being also Exclusion No. 25 as shown on Map 1 filed in the Office of the Land Court of the State of Hawaii with Land Court Application 1000.

Being, further, a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the Northwest corner of this strip of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 3902.78 feet South and 6785.56 feet West and running by azimuths measured clockwise from true South:

1. 258° 25' 43.55 feet along Lot 298 of said Land Court Application 1000
2. 9° 00' 21.36 feet along Lot 3-F-4 (Map 103) of said Land Court Application 1000;
3. 78° 25' 43.55 feet along same;
4. 189° 00' 21.36 feet along same to the point of beginning and containing an area of 871 square feet or 0.020 acre.

Subject, however, to those certain Grants and reservations appended hereto following the descriptions of all parcels conveyed herein.

PARCEL 12

Land Situated at Waipio, Ewa, Oahu, Hawaii

Being a portion of Royal Patent 6579, Land Commission Award 8241-M, Apana 1 to Kupokii.

Being also Exclusion No. 24 as shown on Map 1 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1000.

Being, further, a portion of the former Oahu Railway and Land Company's railroad right-of-way.

Beginning at the West corner of this piece of land, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 3606.64 feet South and 5670.03 feet West and running by azimuths measured clockwise from true South:

1. Along Lot 298 of said Land Court Application 1000 on a curve to the left with a radius of 2948.90 feet, the chord azimuth and distance being 245° 49' 49" 44.29 feet;
2. 332° 09' 17" 20.0 feet along Lot 3-F-4 (Map 103) of said Land Court Application 1000;
3. 89° 30' 49.77 feet along same to the point of beginning and containing an area of 440 square feet or 0.010 acre.

SUBJECT, HOWEVER, to the following:

As to Parcel 2 only:

1. Grant of Easement dated September 30, 1953, to Mutual Telephone Company for a roadway (near northwest corner of MAS Barbers Point) for a term of seventy-five years from August 6, 1951, recorded in Liber 2749 at page 335.

2. Grant of Easement dated September 30, 1953, to Mutual Telephone Company for telephone pole and wire lines (near northwest corner of NAS Barbers Point) for a term of 50 years from date of instrument, recorded in Liber 2749 at page 342.
- ✓ 3. Grant of perpetual Easement dated October 17, 1960, to Trustees under the Will and of the Estate of James Campbell, deceased (hereinafter called Campbell Estate), for roadway purposes (Kalaeloa Blvd.), recorded in Liber 3947 at page 236.
- ✓ 4. Grant of perpetual Easement dated May 26, 1961, to the City and County of Honolulu (Board of Water Supply) for water pipeline purposes (in Kalaeloa Blvd.), recorded in Liber 4071 at page 290.
5. Grant of perpetual Easement dated July 12, 1961, to the Hawaiian Electric Company, Ltd., for salt water intake and discharge tunnels (at Kahe Power Plant), recorded in Liber 4094 at page 450.
6. Grant of perpetual Easement dated January 16, 1962, to the Hawaiian Electric Company, Ltd., for access road purposes (at Kahe Power Plant), recorded in Liber 4206 at page 361.
7. Grant of perpetual Easement dated April 12, 1962, to Standard Oil Company of California for utility pipeline purposes (at Kahe Power Plant), recorded in Liber 4258 at page 57.
8. Grant of Easement dated July 8, 1963, to the Hawaiian Electric Company, Ltd., and the Hawaiian Telephone Company, for overhead power and communication lines (crossing west of NAS Barbers Point Access Road), for a term of 50 years from date of instrument, recorded in Liber 4619 at page 222.
9. Two Grant of Easement dated November 4, 1963, to the Ewa Plantation Company, for roadway purposes and for irrigation

pipeline purposes (both between Kalaeloa Blvd. and NAS Barbers Point Access Road), for a term of 25 years from the dates of the instruments, recorded in Liber 4642 at pages 1 and 5, respectively.

10. Grant of Easement dated March 17, 1964, to the Hawaiian Electric Company, Ltd., for powerline purposes (vicinity of former Ewa Mill Depot), for a term of 50 years from date of instrument, recorded in Liber 4718 at page 33.

✓ 11. Grant of Easement dated March 17, 1964, to the Hawaiian Electric Company, Ltd., and the Hawaiian Telephone Company, for overhead power and communication lines (about 6,000 feet west of Kalaeloa Blvd.), for a term of 50 years from date of instrument, recorded in Liber 4718 at page 41.

✓ 12. Grant of Easement dated June 5, 1964, to the Hawaiian Electric Company, Ltd., and the Hawaiian Telephone Company, for overhead power and communication lines (three locations near Kalaeloa Blvd.), for a term of 50 years from date of instrument, recorded in Liber 4788 at page 282.

13. Grant of Easement dated September 29, 1966, to the Hawaiian Electric Company, Inc., for powerline purposes (two locations at Kahe Power Plant), for a term of 50 years from date of instrument, recorded in Liber 5455 at page 161.

14. Grant of Access Right dated October 26, 1966, to the State of Hawaii (Department of Transportation), relinquishing abutter's rights of access into and from Farrington Highway (Boundary 1), recorded in Liber 5564 at page 312.

15. Grant of perpetual Easement dated October 9, 1969, to Campbell Estate for roads and utilities (three locations, all between Nanakuli Boundary and Kahe Point), recorded in Liber 6768 at page 186.

16. Grant of perpetual Easement dated July 20, 1973, to the Hawaiian Electric Company, Inc., for circulating water tunnels (at Kahe Power Plant), recorded in Liber 9379 at page 171.
17. Grant and Relinquishment of Access Rights dated July 2, 1974, in favor of the State of Hawaii (Department of Transportation) for abutter's rights of access into and from Farrington Highway Widening Project No. B-900-01-64 (Boundary 2), recorded in Liber 10087 at page 48.
18. Grant of Easement dated September 15, 1977, to the Hawaiian Electric Company, Inc., for overhead electric powerline (just west of NAS Barbers Point Access Road), for a term of 50 years from date of instrument, recorded in Liber 12472 at page 515.
19. Grant of Easement dated October 6, 1977, to the Hawaiian Electric Company, Inc., for overhead electric powerlines (at new substation in Lot 172-A-2 (Map 275) of Land Court Application 1069), for a term of 50 years from date of instrument, recorded in Liber 12527 at page 234.
20. Five Grants of perpetual Easement all dated June 30, 1978, to Campbell Estate for a waterline, a sugar cane access road, a 42" irrigation line, five drainage lines and a sewer line (all located between the former Ewa Mill Depot and Fort Weaver Road), all recorded in Liber 12992 at pages 294, 302, 310, 318, and 334, respectively.
21. Grant of perpetual Easement dated December 28, 1978, to Campbell Estate for four storm drains (all west of Kalaeloa Blvd.), deposited for recordation in the Bureau of Conveyances of the State of Hawaii on September 18, 1979 and assigned interim document number 107890, and recorded in Liber _____ at page _____.

22. Grant of Easement dated December 28, 1978, to Campbell Estate for access and utilities, such as electric power, communication, telephone, television cable, water, gas, sewer, oil, etc., lines, and road drainage facilities (such as ditches, culverts, storm drains), at eight locations, all west of Kalaeloa Blvd., for a term of 50 years with respect to the electric and communication lines and in perpetuity with respect to the remaining uses, from date of instrument. Deposited for recordation in the Bureau of Conveyances of the State of Hawaii on September 18, 1979 and assigned interim document number 107891, and recorded in Liber ____ at page ____.

23. Grant of perpetual Easement dated December 28, 1978, to Campbell Estate for a drainage channel and maintenance road (being a continuation of Easements 773 (Map 252) and 793 (Map 260) of Land Court Application 1069), deposited for recordation in the Bureau of Conveyances of the State of Hawaii on September 18, 1979, and assigned interim document number 107892, and recorded in Liber ____ at page ____.

As to Parcels 2, 3, 4, 6, 7, and 8:

✓ A perpetual easement to Standard Oil Company of California for pipelines for the transportation of gas, petroleum, oil, etc., dated September 11, 1959, and recorded in Liber 3694 at page 370.

As to Parcels 9, 10, 11, and 12:

A perpetual easement to Standard Oil Company of California for pipelines for the transportation of gas, petroleum, oil, etc., dated May 16, 1960, and recorded in Liber 3871 at page 1.

As to Parcels 2, 3, 4, 6, 7, 8, 9, and 10:

A 50-year easement to the Hawaiian Electric Company, Inc., for an overhead powerline, dated September 15, 1959, and recorded in Liber 5062 at page 1.

As to Parcels 2, 4, 6, 7, 8, 9, 10, 11, and 12:

Existing underground communication cable lines of the United States Army Signal Corps.

As to Parcels 7 and 8:

A perpetual easement to the City and County of Honolulu for a sewer pipeline, dated November 24, 1971, and recorded in Liber 8004 at page 401.

As to Parcels 9 and 10:

A perpetual easement to the City and County of Honolulu for a sewer pipeline, dated January 31, 1964, and recorded in Liber 4724 at page 344.

As to Parcels 2 and 4:

1. A right-of-Entry agreement by and between the State of Hawaii and Hawaiian Independent Refinery, Inc., assigning to Hawaiian Independent Refinery, Inc., on a non-exclusive basis all such interest as the State of Hawaii may have by virtue of that certain right-of-entry from the United States of America to the State of Hawaii dated February 24, 1972, serial number 1412 (unrecorded), in all pieces or parcels of Sections I and II of the Energy Corridor Project. Parcels C-1 and N-2R of said project affected. Dated March 20, 1972, and recorded in Liber 8217 at Page 91.
2. A perpetual easement to the State of Hawaii for an Energy Corridor, dated November 26, 1974, and recorded in Liber 10445 at page 313.

As to Parcel 4 only:

1. A perpetual easement to Benjamin Kan Yuke Mau for a drainage culvert, dated November 20, 1962, and recorded in Liber 4411 at page 279. Assigned to City and County of Honolulu on February 16, 1965, and said assignment recorded in Liber 5063 at page 589.
2. A perpetual easement to the City and County of Honolulu for a sewage overflow pipeline, dated June 15, 1964, and recorded in Liber 4827 at page 387.
3. A perpetual easement to the City and County of Honolulu for a sewer pipeline, dated May 3, 1965, and recorded in Liber 5059 at page 90.
4. A perpetual easement to HSM Ventures for a drainage culvert, dated March 15, 1966, and recorded in Liber 5287 at page 570.
5. A perpetual easement to the City and County of Honolulu for a sewer pipeline, dated September 23, 1970, and recorded in Liber 7250 at page 86.

As to Parcel 6 only:

1. A perpetual easement to the City and County of Honolulu for a sewer pipeline, dated June 20, 1969, and recorded in Liber 6584 at page 250.
2. An unrecorded five-year License to Standard Oil Company of California for a buried cathodic protection anode cable, dated March 1, 1977, and more particularly described as follows:

Land Situated at
Ohua, Waikele, Ewa, Oahu, Hawaii

Being a portion of R. P. 5694, L.C. Aw. 6545, Apana 1
to H. Haalilio.

Being a strip of land ten (10.00) feet wide, extending
five (5.00) feet on each side of the following described
centerline:

Beginning at the Southerly center end of this strip of land, on the Southerly side of the Navy Utility Corridor, being also the Northerly center end of that certain strip of land described as "License for Cable Line and Anode Bed (10 feet wide)" as shown on City and County of Honolulu Division of Land Survey and Acquisition Map No. 16-11-5-104, the coordinates of said point referred to Government Survey Triangulation Station "EWA CHURCH" being 4,336.34 feet South and 8,695.97 feet West, and running by an azimuth measured clockwise from true South:

1. 168° 11' 15.50 feet to the Southerly side of the Standard Oil Company pipeline easement and containing an area of 155 square feet, more or less.

As to Parcel 8 only:

A perpetual easement to the City and County of Honolulu for a road, dated March 22, 1965, and recorded in Liber 5032 at page 565.

As to all parcels:

✓ Rights reserved to others in that certain Deed dated March 16, 1951, from the Oahu Railway and Land Company to the United States of America, and recorded in Liber 2442 at page 425, to-wit:

"... all licenses and easements, whether recorded or unrecorded, across, over, along or under THE RAILROAD LINE, belonging to or in any way vested in others as the same shall now exist."

All documents referred to by Liber and page are recorded in the Bureau of Conveyances of the State of Hawaii at Honolulu, Hawaii.

✓ Reserving, however, as to all parcels, to the United States of America and its successors and assigns, the right to install, operate, maintain, repair and replace such underground utilities as may become necessary. Said rights shall be exercised in such manner as to not create an unreasonable interference with the rights of others.

RESERVING, ALSO, to the United States of America the right to continue the use of certain portions of said Parcel 2, to the extent of easement for the purpose of operating, maintaining, repairing and replacing its (U.S. Army Signal Corps) underground communication cables located within the strip of land five (5.00) feet wide running along and across within various portions of the railroad right-of-way at Honouliuli, Ewa, Oahu, Hawaii, as described and set forth in those certain instruments recorded in the State Bureau of Conveyances, to which reference is hereby made and described as follows:

1. Grant of (perpetual) Easement dated May 3, 1940 from Oahu Railway and Land Company to the United States of America. Recorded in Liber 1574, Pages 400-403. TK 9-1-12
2. Grant of (perpetual) Easement dated January 29, 1942 from Oahu Railway and Land Company to the United States of America. Recorded in Liber 1713, Page 101. TK 9-1-17

RESERVING, FURTHER, to the United States of America, and its assigns, the following described easements, together with all and other rights appertaining thereto and located within the various sections of the above described Parcel 2.

1. Easement For Water Pipeline and Road Right-of-Way.

An easement in perpetuity for the use, operation, maintenance and repair of a water pipeline, over, under and across that portion of said premises and more particularly described as follows:

PARCEL 2-C

Land Situate at Honouliuli, Ewa, Oahu, Hawaii

Being a Portion of R.P. 6971, L.C. Aw. 11216
Apana 8 to Kekauonohi

Being also a portion of Exclusion 2
of Land Court Application 1069

Being a portion of the Main Line Railroad
Right-of-Way of the Former Oahu Railway
and Land Company

Being an easement forty (40.00) feet wide:

Beginning at the Northeast corner of this easement, being also the southeast corner of Lot 221 (Map 38) of Land Court Application 1069, designated as an easement in perpetuity for a 24-inch pipeline and road right-of-way for the Barbers Point Independent Water Supply, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW," being 17,673.02 feet South, and 4,097.81 feet East, and running by azimuths and distances measured clockwise from True South:

1. 351° 57' 30" 40.89 feet along remainder of Exclusion 2 of Land Court Application 1069;
2. 70° 00' 20.44 feet along northerly side of Lot 234 (Map 38) of Land Court Application 1069;
3. 171° 57' 30" 40.89 feet along remainder of Exclusion 2 of Land Court Application 1069;
4. 250° 00' 20.44 feet along the Southerly side of Lot 221 (Map 38) of Land Court Application 1069, to the point of beginning and containing an area of 818 square feet.

Above easement being shown and designated as "PARCEL 2-C" on Real Estate Drawing No. RE-1112, marked as EXHIBIT "J", attached here to and made a part hereof.

2. Easement for Utility and Access Road Right-of-Way.

A non-exclusive easement in perpetuity to be used in common with others legally entitled thereto for the purpose of access to and from Fort Weaver Road (Parcel 2-A) and the Naval Magazine, Lualualei (West Loch Branch), Railroad Right-of-Way (Parcel 2-E) hereinabove described, and for utility purposes over, under, along and across that strip of land more particularly described as follows:

PARCEL 2-D

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Land Situate at Honouliuli, Ewa, Oahu, Hawaii

Being a portion of R.P. 6971, L.C. Aw. 11216
Apana 8 to Kekauonohi

Being also a portion of Exclusion 2
of Land Court Application 1069

Being a portion of the Main Line Railroad Right-of-Way
of the former Oahu Railway and Land Company.

Being a strip of Land forty (40.00) feet wide:

Beginning at the southwest corner of this strip of land, at
the easterly corner of the intersection of Exclusions 2 and 41
of Land Court Application 1069 on the easterly side of the
Fort Weaver Road Right-of-Way, the coordinates of said point of
beginning referred to Government Survey Triangulation Station
"KAPUAI NEW", being 10,606.18 feet South, and 15,537.05 feet
East, and running by azimuths and distances measured clockwise
from TRUE SOUTH:

1. 165° 40' 50.43 feet along remainder of Exclusion 2
of Land Court Application 1069
along the easterly side of
Fort Weaver Road Right-of-Way;

2. 218° 08' 30" 1461.50 feet along the easterly side of
Lot 101 (Map 24) of Land Court
Application 1069;

Thence along same on a curve to
the left with a radius of 5710.00
feet, the chord azimuth and dis-
tance being:

3. 217° 34' 24.7" 113.23 feet;

Thence along remainder of Exclusion
2 of Land Court Application 1069
along Parcel 2-E hereinabove
described, on a curve to the left
with a radius of 7920.00 feet,
the chord azimuth and distance
being:

4. 356° 36' 25.1" 61.43 feet;

Thence along the westerly side
of Lot 302 (Map 4S) of Land Court
Application 1069 on a curve to
the right with a radius of
5750.00 feet, the chord azimuth
and distance being:

5. 37° 48' 23.8" 67.25 feet;
6. 218° 08' 30" 1492.25 feet along same to the point of beginning and containing an area of 1.439 acres.

Above easement being shown and designated as "PARCEL 2-D" on Real Estate Drawing No. RE-1113, marked as EXHIBIT "K", attached hereto and made a part hereof.

3. Easement For Utility and Access Road Right-of-Way.

A non-exclusive easement in perpetuity to be used in common with others legally entitled thereto for the purpose of access to and from the Naval Magazine, Lualualei (West Loch Branch) Railroad Right-of-Way (Parcel 2-E) hereinabove described and that portion of Lot 45 designated as Parcel 9 on Exhibit "L" and for utility purposes over, under, along and across that strip of land more particularly described as follows:

PARCEL 2-F

Land Situate at Honouliuli, Ewa, Oahu, Hawaii

Being a Portion of R.P. 6971, L. C. Aw. 11216
Apana 8 to Kekauonohi

Being also a portion of Exclusion 2
of Land Court Application 1069

Being a portion of the Main Line Railroad Right-of-Way of the former Oahu Railway and Land Company.

Being a strip of Land forty (40.00) feet wide:

Beginning at the Southeast corner of this strip of Land, being also the Northeast corner of Parcel 2-E hereinabove described, on the westerly boundary of Lot 45 (Map 11) of Land Court Application 1069, the coordinates of said point referred to Government Survey Triangulation Station "KAPUAI NEW", being 6,092.23 feet South and 16,990.97 feet East, and running by azimuths and distances measured clockwise from True South:

14814 36i

Along remainder of Exclusion 2 of Land Court Application 1069, on a curve to the left with a radius of 7,920.00 feet, the chord azimuth and distance being:

1. 200° 23' 39.4" 59.42 feet;

2. 158° 05' 648.93 feet along Lot 46 (Map 11) of Land Court Application 1069;

Thence along same on a curve to the right with a radius of 839.00 feet, the chord azimuth and distance being:

3. 161° 35' 102.44 feet;

Thence along Lot 46 (Map 11), and Exclusion 3 of Land Court Application 1069, on a curve to the right with a radius of 634.00 feet, the chord azimuth and distance being:

4. 183° 45' 405.85 feet;

Thence along Exclusion 11 of Land Court Application 1069, on a curve to the right with a radius of 839.00 feet, the chord azimuth and distance being:

5. 205° 55' 102.44 feet;

6. 209° 25' 1057.55 feet along Exclusion 11 and Lot 42 (Map 14) of Land Court Application 1069;

Thence along said Lot 42 (map 14) of Land Court Application 1069, on a curve to the right with a radius of 594.00 feet, the chord azimuth and distance being:

7. 219° 08' 200.50 feet;

Thence along Lot A (Supplementary Map A) of Land Court Application 1069 on a curve to the right with a radius of 594.00 feet, the chord azimuth and distance being:

8. 241° 36' 262.18 feet;

9. 254° 21' 194.00 feet along same;

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Thence along Lot A (Supplementary Map A) of Land Court Application 1069, on a curve to the left with a radius of 348.00 feet, the chord azimuth and distance being:

10. 233° 29' 10" . 247.88 feet;

11. 302° 37' 20" 40.00 feet along the northeasterly end of this strip of land, along remainder of Exclusion 2 of Land Court Application 1069;

Thence along Lot 45 (Map 11) of Land Court Application 1069, on a curve to the right with a radius of 388.00 feet, the chord azimuth and distance being:

12. 53° 29' 10" 276.37 feet;

13. 74° 21' 194.00 feet along said Lot 45;

Thence along said Lot 45 on a curve to the left, with a radius of 554.00 feet, the chord azimuth and distance being:

14. 51° 53' 423.42 feet;

15. 29° 25' 1057.55 feet along same;

Thence along said Lot 45 (Map 11) of Land Court Application 1069 on a curve to the left with a radius of 799.00 feet, the chord azimuth and distance being:

16. 25° 55' 97.56 feet;

Thence along same on a curve to the left with a radius of 594.00 feet, the chord azimuth and distance being:

17. 3° 45' 380.23 feet;

Thence along same on a curve to the left with a radius of 799.00 feet, the chord azimuth and distance being:

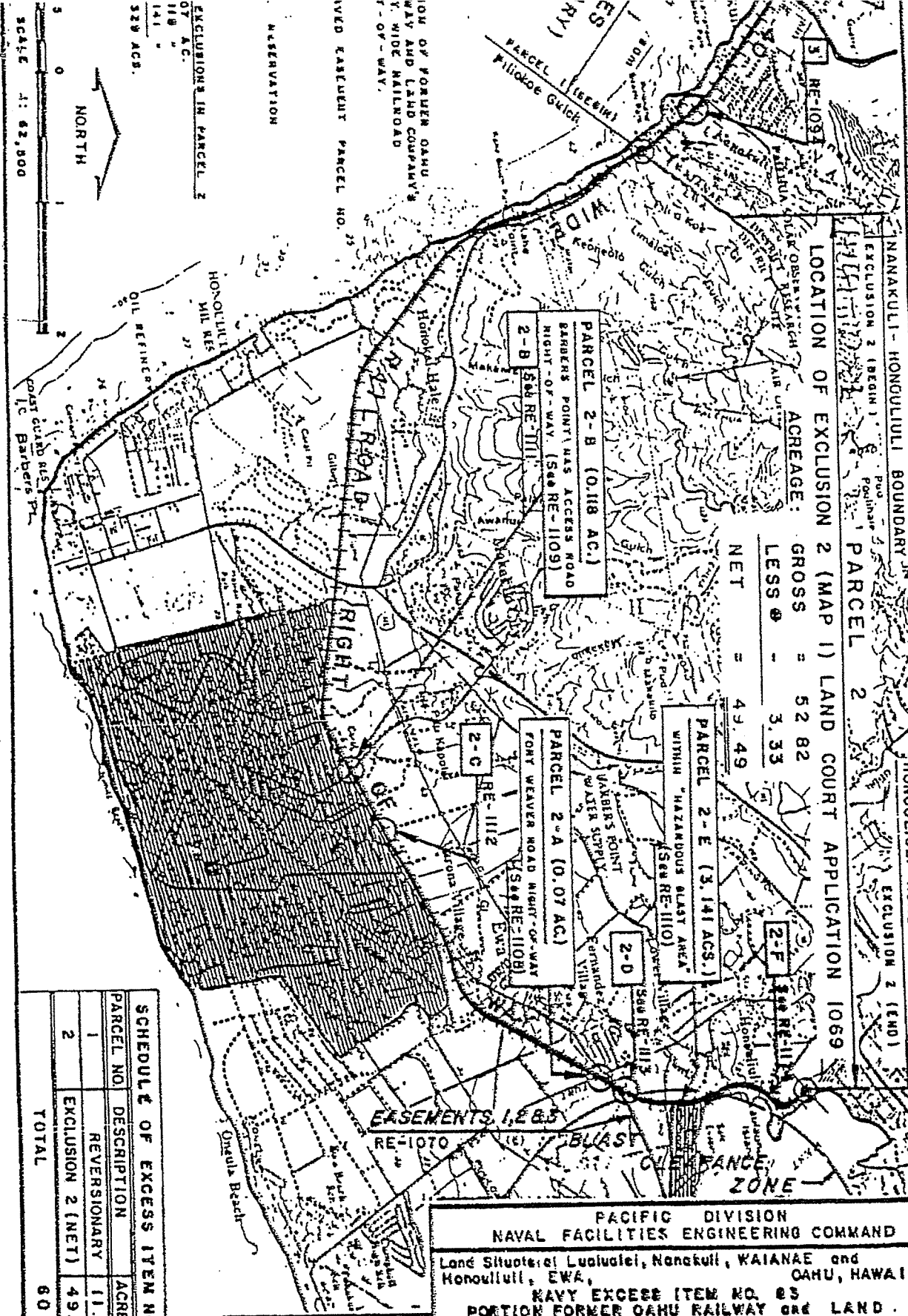
18. 341° 35' 97.56 feet;

19. 338° 05' 604.99 feet along said Lot 45(Map 11) of Land Court Application 1069, to the point of beginning and containing an area of 2.9356 acres.

Above described easement being shown and designated as Parcel "2-F" on Real Estate Drawing No. RE-1174, marked EXHIBIT "L" attached hereto and made a part hereof.

Parcel 2 being as shown on Map 1 of Land Court Application 1069 and described therein as Exclusion 2, with exceptions as noted above.

Parcels 3, 4, 6, 7, 8, 9, 10, 11 and 12 being as shown on NAVFAC Drawing No. 7008382 on file at the office of the Real Estate Division of the Pacific Division of the Naval Facilities Engineering Command, Pearl Harbor, Hawaii 96860.



LOCATION OF EXCLUSION 2 (MAP 1) LAND COURT APPLICATION 1069

ACREAGE:
 GROSS = 52.82
 LESS @ = 3.33
 NET = 49.49

PARCEL 2-B (0.118 AC.)
 BARBERS POINT (WAS ACCESS ROAD
 RIGHT-OF-WAY (SEE RE-1109))
 2-B SEE RE-1111

PARCEL 2-A (0.07 AC.)
 FORT WEAVER ROAD RIGHT-OF-WAY
 (SEE RE-1108)
 2-C RE-1112

PARCEL 2-E (3.141 ACS.)
 WITHIN "HAZARDOUS WASTY AREA"
 (SEE RE-1110)
 2-D SEE RE-1113

2-F SEE RE-1114

EXCLUSIONS IN PARCEL 2
 OF AC.
 119 " "
 141 " "
 329 ACS.

RESERVATION
 IVED EASTERN PARCEL NO. 33
 HONOLULU MIL RISE
 OIL REFINERY
 COAST GUARD ST. Lt. Barbere Pl.

SCHEDULE OF EXCESS ITEM NO. 85		
PARCEL NO.	DESCRIPTION	ACREAGE
1	REVERSIONARY	11.335
2	EXCLUSION 2 (NET)	49.49
TOTAL		60.825

PACIFIC DIVISION
 NAVAL FACILITIES ENGINEERING COMMAND

Land Situated Luahala, Nanakuli, WAIANAE and
 Honouliuli, EWA, OAHU, HAWAII

NAVY EXCESS ITEM NO. 85
 PORTION FORMER OAHU RAILWAY and LAND
 COMPANY'S RAILROAD RIGHT-OF-WAY

PARCEL LOCATION MAP

Edwin K. Macaulay
 CADASTRAL ENGINEER

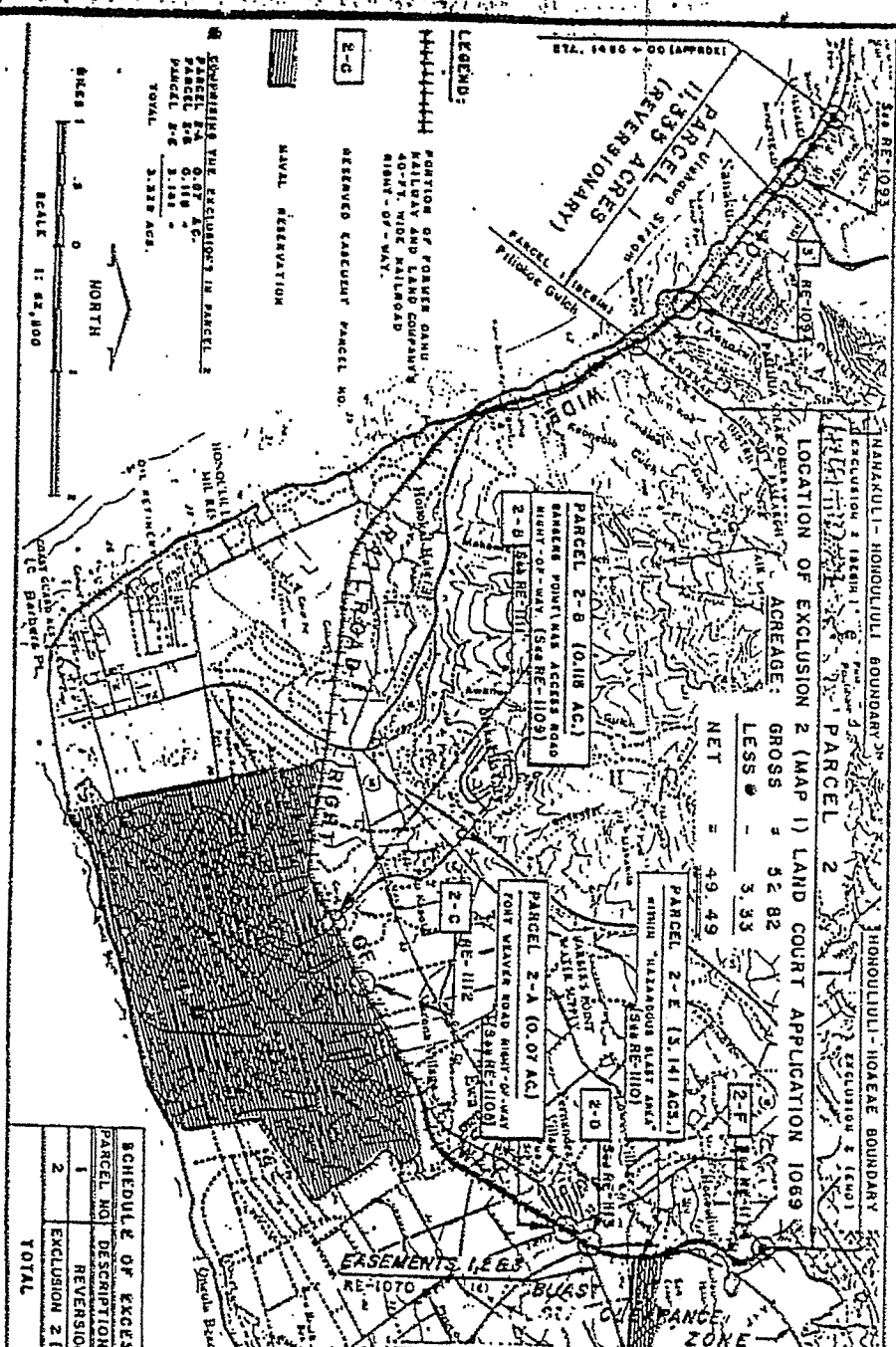
J. P. [Signature]
 REAL ESTATE DIRECTOR

DRAWN: MARK F. JERRY
 CHECKED: [Signature]

SCALE: AS SHOWN
 DATE: NOV 1976

REAL ESTATE DWG. NO.
 RE-1085

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EXPANDING THE RESERVATION IN PARCEL 2
 PARCEL NO. 2A 0.07 AC
 PARCEL NO. 2B 0.18 AC
 PARCEL NO. 2C 1.14 AC
 PARCEL NO. 2D 1.14 AC
 PARCEL NO. 2E 1.14 AC
 TOTAL 3.33 AC

NET = 49.49
 GROSS = 52.82
 LESS = 3.33

SCHEDULE OF EXCESS ITEM NO. 83		
PARCEL NO.	DESCRIPTION	ACREAGE
1	REVERSIONARY	11,333
2	EXCLUSION 2 (NET)	43.49
TOTAL		80.823

PACIFIC DIVISION
 NAVAL FACILITIES ENGINEERING COMMAND
 Land Sitings at Lushalei, Nanakuli, WAIANAE and
 Honolulu, EWA, OAHU, HAWAII
 NAVY EXCESS ITEM NO. 83
 PORTION FORMER OAHU RAILWAY and LAKO
 COMPANY'S RAILROAD RIGHT-OF-WAY
 PARCEL LOCATION MAP

Edwin L. Macaulay
 CADASTRAL ENGINEER

A.P. Hamilton
 REAL ESTATE DIRECTOR

DRAWN: MARK P. JONES
 CHECKED: [Signature]
 SCALE: AS SHOWN
 DATE: NOV 1956
 REAL ESTATE DWG. NO.
 RE-1085

EXHIBIT 'A' & 'E'

Recorded & Filed Legally by Writing, Typing or Printing IMPROPERLY
 in this document when received

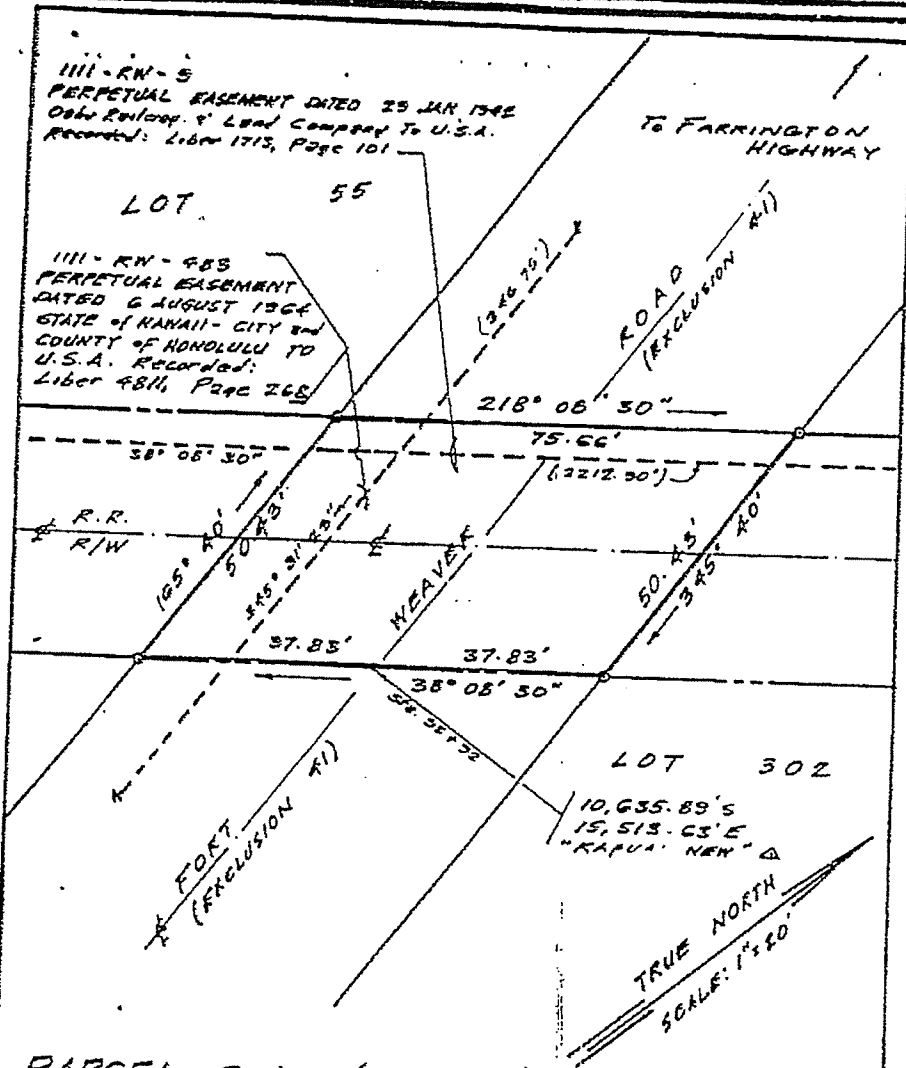
14814 365

1111-RN-5
PERPETUAL EASEMENT DATED 29 JAN 1942
Oahu Railway & Land Company To U.S.A.
Recorded: Liber 1713, Page 101

LOT 55

1111-RN-485
PERPETUAL EASEMENT
DATED 6 AUGUST 1964
STATE OF HAWAII - CITY AND
COUNTY OF HONOLULU TO
U.S.A. Recorded:
Liber 4811, Page 268

TO FARRINGTON
HIGHWAY



PARCEL 2-A (0.07 Ac)

FORT WEAVER ROAD RIGHT-OF-WAY
DESCRIBED AS PARCEL 3 IN DEED DATED NOV. 15, 1955
OAHU RAILWAY AND LAND COMPANY TO TERRITORY (NOW STATE)
OF HAWAII. RECORDED: Liber 1301, Page 171.

LEGEND:

R.R. R/W. PORTION OF FORMER OAHU RAILWAY AND LAND COMPANY'S RAILROAD RIGHT-OF-WAY (EXCLUSION 2 (MAP 1) LAND COURT APPLICATION 1063).

NOTE:

COORDINATES SHOWN REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KAPUALA NEW". AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH. FOR LOCATION, SEE RE-1085.

PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND		
Land Situate At Honolulu, Ewa, Oahu, Hawaii		
EXCLUSION IN PARCEL 2		
PARCEL 2-A		
SHOWING EASEMENTS FOR UTILITY AND ACCESS ROAD RIGHT-OF-WAY		
DATE: <u>Nov 75</u>	SCALE: <u>1"=20'</u>	REAL ESTATE DWG NO. <u>RE-1108</u>
CHECKED: _____	DATE: <u>Apr 1975</u>	

Eric K. Mendenhall
SURVEYOR

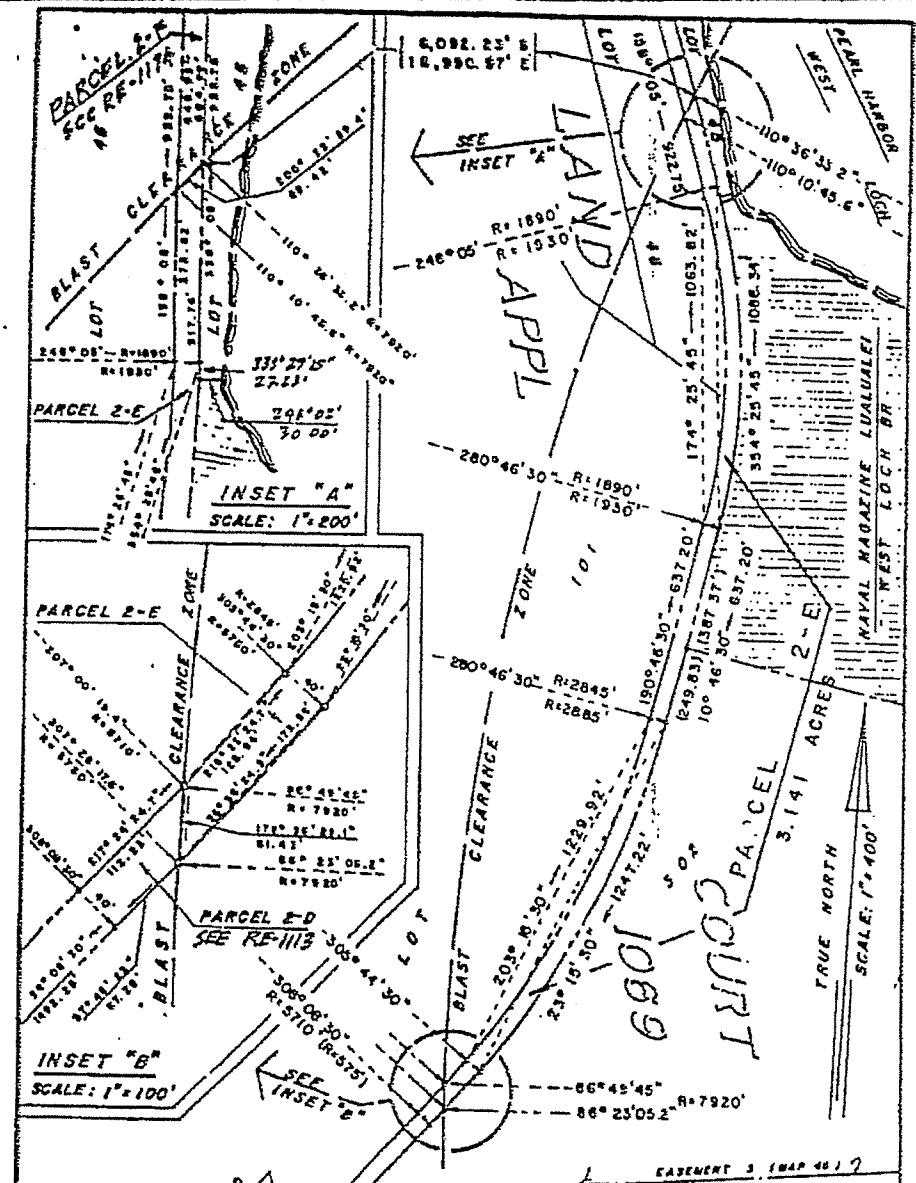
J. P. ...
REAL ESTATE DIRECTOR

TAX MAP KEY
9-1-17: B

EXHIBIT "F"

Printer's name, legibility of writing, typing or printing UNSATISFACTORY in this document when received.

14814 367



INSET "A"
SCALE: 1"=200'

INSET "B"
SCALE: 1"=100'

LEGEND:

— PORTION OF FORMER DANU RAILWAY & LAND COMPANY'S RAILROAD RIGHT-OF-WAY. (EXCLUSION 3 (MAP 1) LAND COURT APPLICATION 1069

NOTES:

COORDINATES SHOWN REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "EAPUALI KEU". AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH.

FOR LOCATION, SEE RE-1085

PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
LAND SITUATE AT HONOLULUI, HAWAII, DANU, HAWAII
EXCLUSIONS IN PARCEL 2
PARCEL 2-E
WITHIN "HAZARDOUS BLAST AREA"

TAX MAP KEY
S-1-17

Charles R. Williams
CARTOGRAPHIC ENGINEER

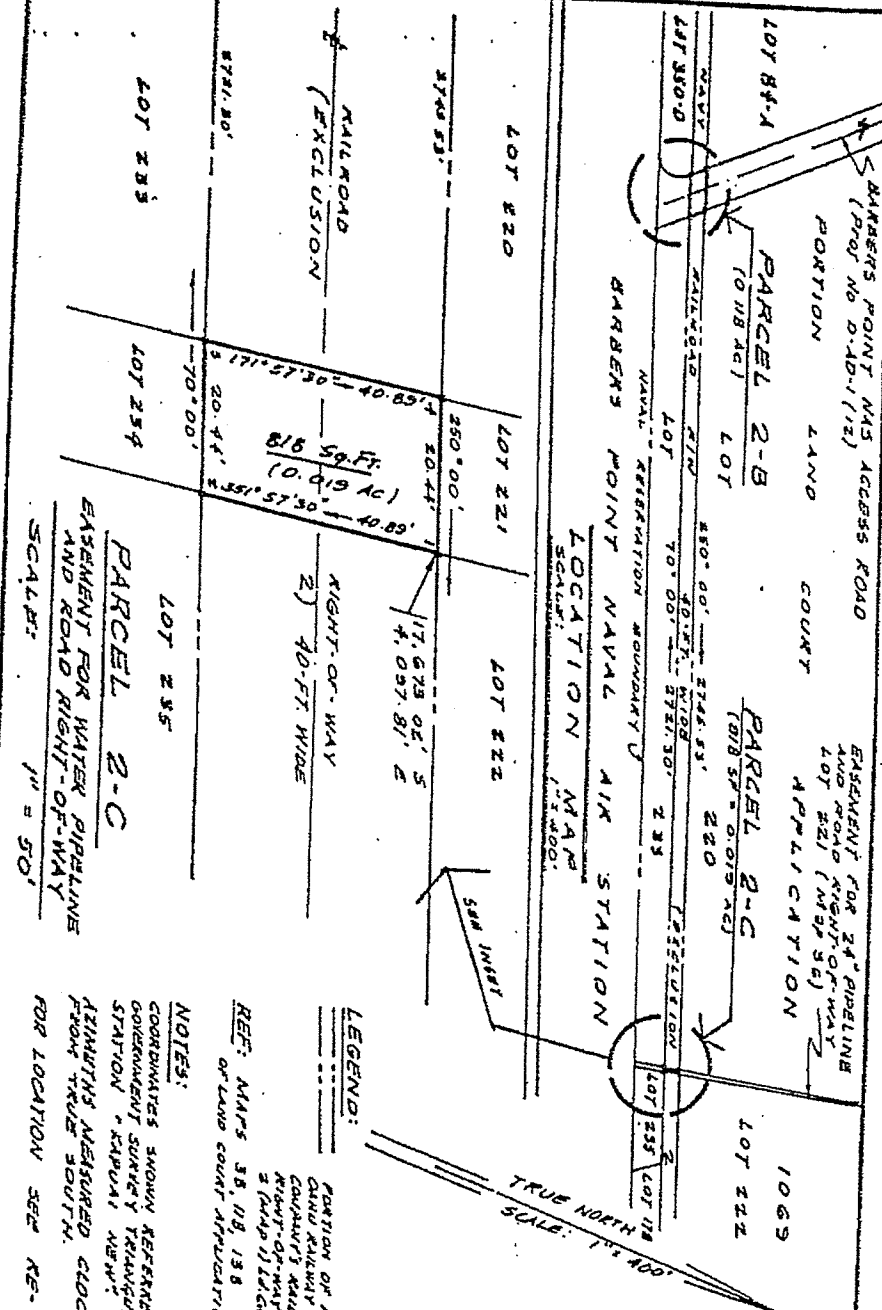
J.P. [Signature]
REAL ESTATE DIRECTOR

MADE BY HARRIS J. JONES
SCALE: 1"=2000'
DATE: MAY 1956
REAL ESTATE DWG. NO. RE-1110

EXHIBIT "H"

Accuracy of content, legibility of writing, typing or printing, or any other defect in this document when received.

14814 368



PARCEL 2-C
 EASEMENT FOR WATER PIPELINES
 AND ROAD RIGHT-OF-WAY
 SCALE: 1" = 50'

LEGEND:
 --- BOUNDARY OF PARCEL
 --- EXCLUSION
 --- RIGHT-OF-WAY
 --- 40-FT. WIDE
 --- 500 INCH

NOTES:
 COORDINATES SHOWN REFERRED TO
 GOVERNMENT SURVEY TRIANGULATION
 STATION "KAWAI, NEW"
 MEASUREMENTS MEASURED CLOCKWISE
 FROM TRUE SOUTH.
 FOR LOCATION SEE RE-1085

PACIFIC DIVISION
 NAVAL FACILITIES ENGINEERING COMMAND
 LAND DIVISION AT HONOLULU, HAWAII, DANU, HAWAII
 NAVY EXCESS ITEM NO. 83
 RESERVED EASEMENTS OVER
 RAILROAD RIGHT-OF-WAY
 PARCEL 2-C

TAX MAP KEY
 8-1-15/16

ENGINEER
 REAL ESTATE DIRECTOR

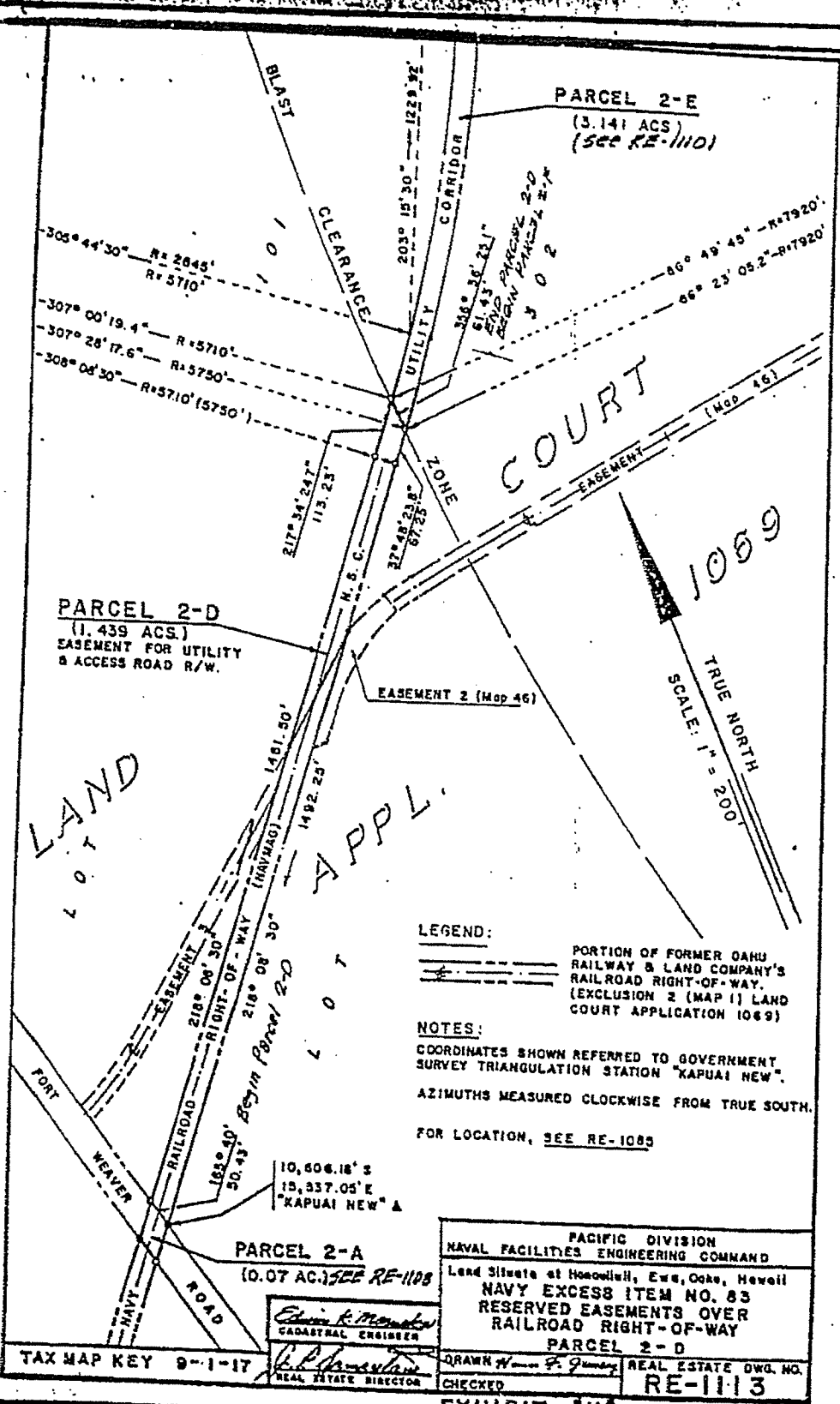
DRAWN BY
 CHECKED

SCALE
 DATE

REAL ESTATE DWG. NO.
 RE-1112

Legibility of Writing, Typing or Printing UNSATISFACTORY
 in this document when received

1814 369



LEGEND:

PORTION OF FORMER OAHU RAILWAY & LAND COMPANY'S RAILROAD RIGHT-OF-WAY.
 (EXCLUSION 2 (MAP 1) LAND COURT APPLICATION 1069)

NOTES:

COORDINATES SHOWN REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KAPUAI NEW".
 AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH.
 FOR LOCATION, SEE RE-1085

PARCEL 2-A
 (0.07 AC.) SEE RE-1108

Edwin K. Mendenhall
 CADASTRAL ENGINEER

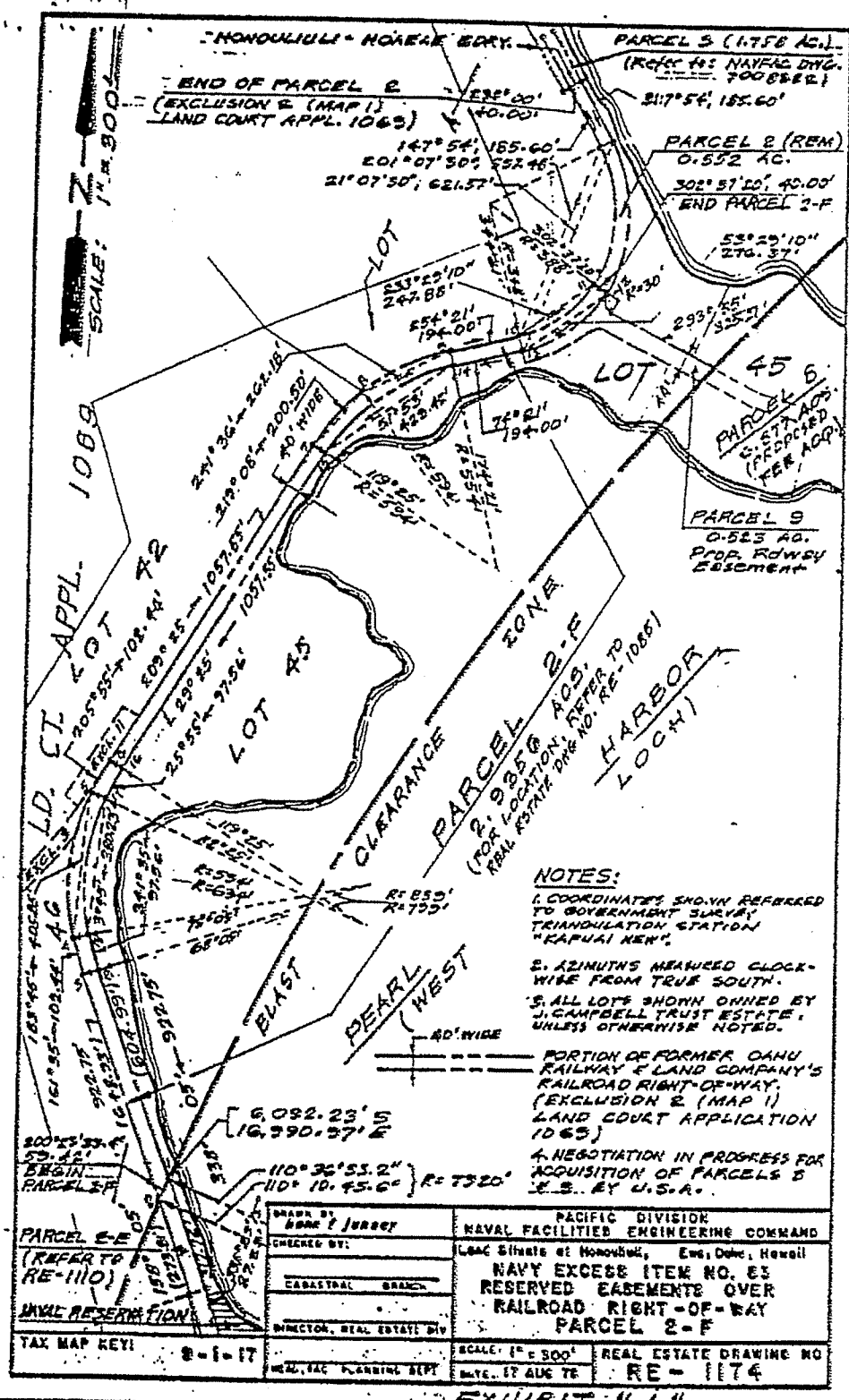
H. P. ...
 REAL ESTATE DIRECTOR

PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND Lead Site at Honolulu, Ewa, Oahu, Hawaii NAVY EXCESS ITEM NO. 83 RESERVED EASEMENTS OVER RAILROAD RIGHT-OF-WAY PARCEL 2-D	
DRAWN <i>H. P. ...</i> CHECKED	REAL ESTATE DWG. NO. RE-1113

TAX MAP KEY 9-1-17

EXHIBIT "K"

The liability of writing, typing or tracing in this document when received.



SCALE: 1" = 300'

LD. CT. LOT 1089

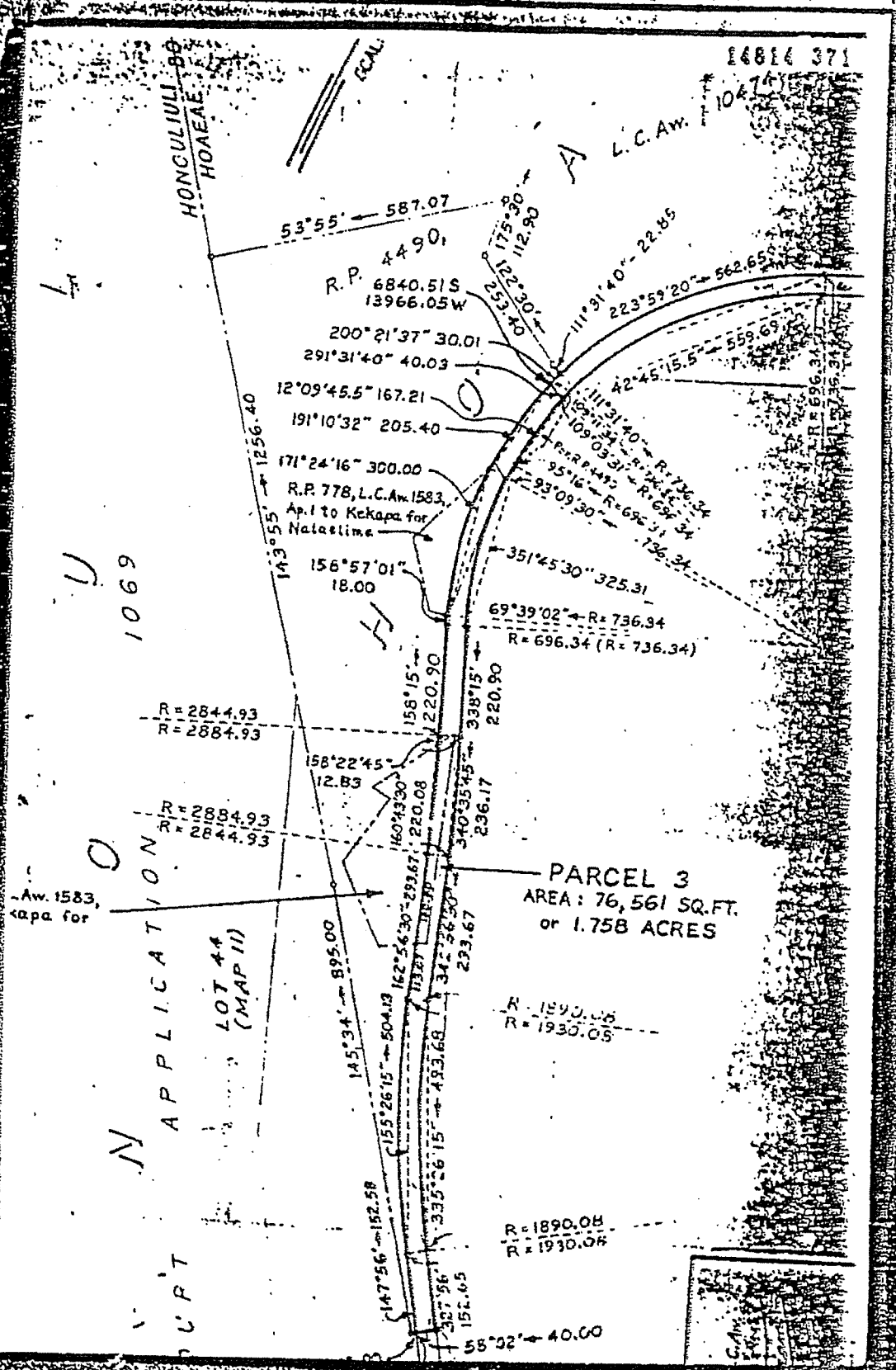
1814 370

NOTES:

1. COORDINATES SHOWN REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KAPUALAHEWA".
2. AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH.
3. ALL LOTS SHOWN OWNED BY J. CAMPBELL TRUST ESTATE, UNLESS OTHERWISE NOTED.
4. NEGOTIATION IN PROGRESS FOR ACQUISITION OF PARCELS 5 & 6 BY U.S.A.

PORTION OF FORMER OAHU RAILWAY & LAND COMPANY'S RAILROAD RIGHT-OF-WAY (EXCLUSION 2 (MAP 1) LAND COURT APPLICATION 1065)

DRAWN BY BOB E. JERRY	PACIFIC DIVISION NAVAL FACILITIES ENGINEERING COMMAND	
	COMD STATION AT HONOLULU, ENCL. DOME, HAWAII	
CHECKED BY:	NAVY EXCESS ITEM NO. 83 RESERVED EASEMENTS OVER RAILROAD RIGHT-OF-WAY PARCEL 2-F	
CADASTRAL BRANCH	TAX MAP KEY: 8-1-17	
DIRECTOR, REAL ESTATE DIV	SCALE: 1" = 300'	REAL ESTATE DRAWING NO. RE-1174
HEAD, SAC PLANNING DEPT	DATE: 17 AUG 74	EXHIBIT "1"



U
1069

IN APPLICATION
LOT 4A
(MAP II)

PARCEL 3
AREA: 76,561 SQ. FT.
or 1.758 ACRES

Aw. 1583,
kapa for

R = 1590.06
R = 1930.05

R = 1890.04
R = 1930.06

Recorder's Office, Honolulu, Hawaii
This document was received

14814 372

A
L.C.A.W.
10474'

AP. 9

to

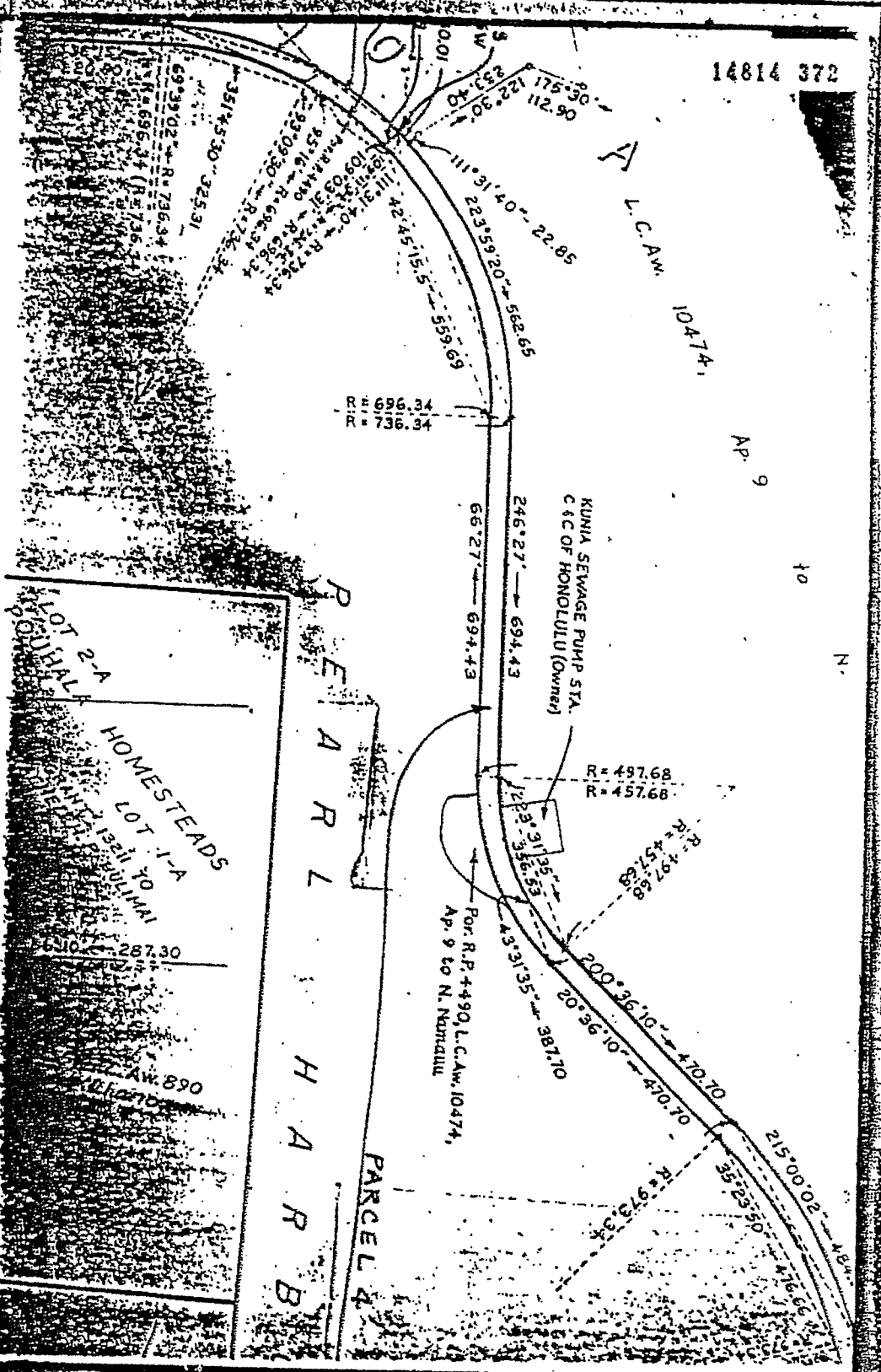
N.

KUNIA SEWAGE PUMP STA.
C & C OF HONOLULU (Owner)

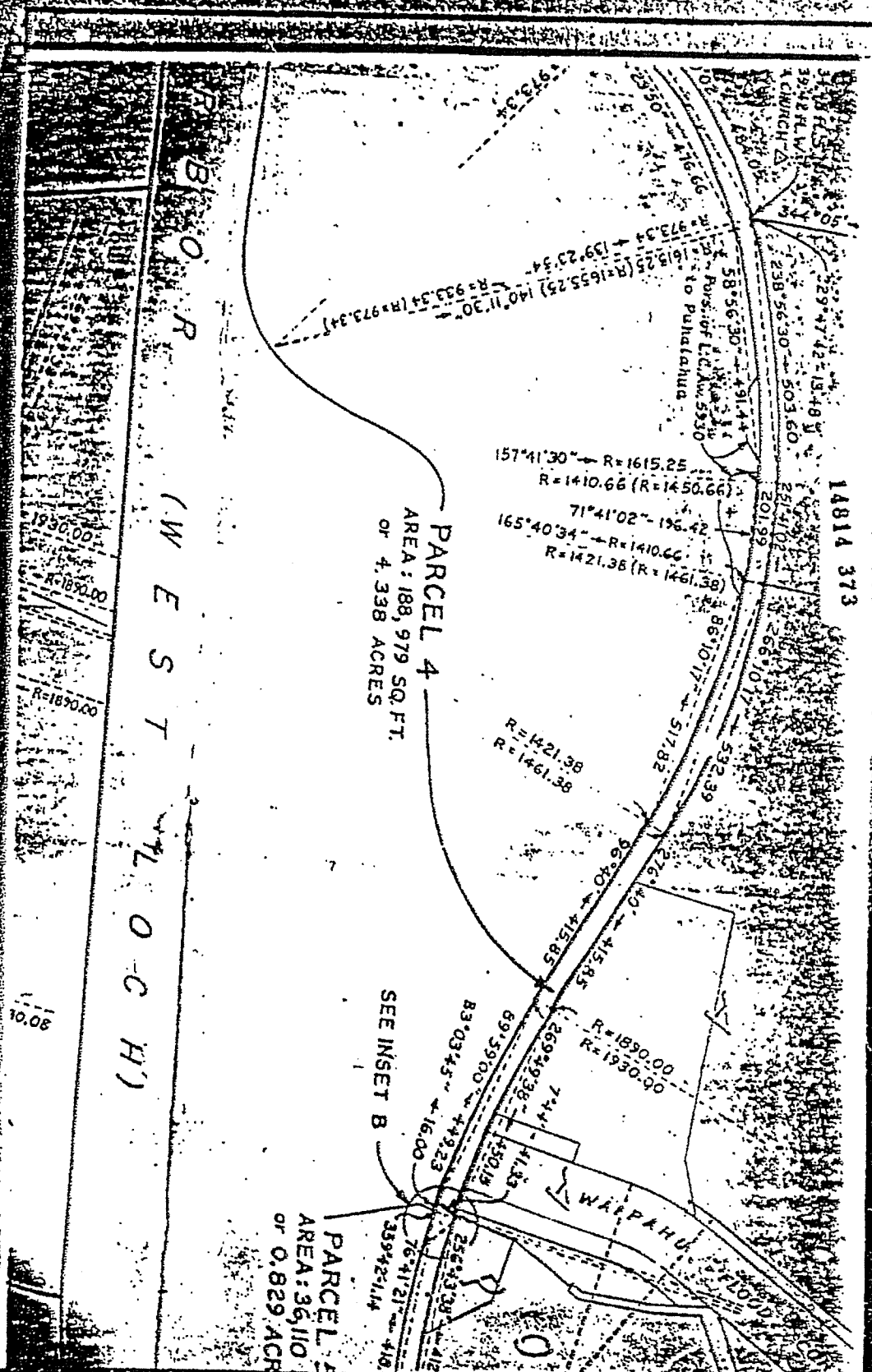
Por. R.P. 4490, L.C.A.W. 10474,
Ap. 9 to N. Nanihulu

P
E
A
R
L
H
A
R
B
P
A
R
C
E
L
4

LOT 2-A
HOMESTEADS
LOT 1-A
AW. 890
CLAMB



Responsibility of Writing, Typing or Printing HEREIN IS ASSUMED BY THE WRITER IN THIS DOCUMENT WHEN RECEIVED



1814 373

PARCEL 4
AREA: 188, 979 SQ. FT.
OF 4.338 ACRES

PARCEL 7
AREA: 36,110
OF 0.829 ACH

B O R
(WEST LOC H)

157°41'30" - R=1615.25
R=1410.66 (R=1450.66)
71°41'02" - 196.42
165°40'34" - R=1410.66
R=1421.38 (R=1461.38)

R=1421.38
R=1461.38

R=1890.00
R=1930.00

R=1890.00
R=1890.00

10.06

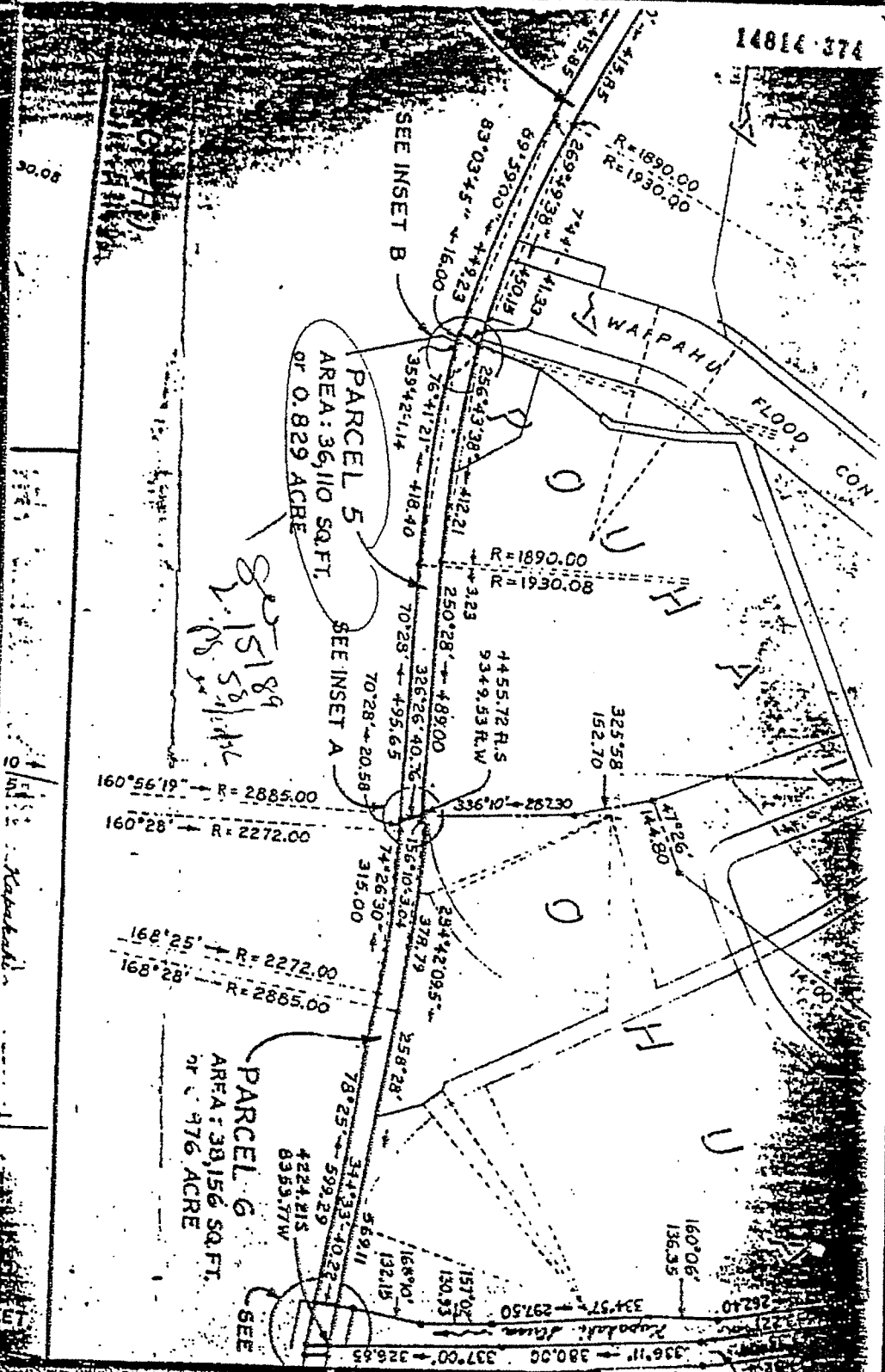
WAPAHAU

to Palatalua

CHURCH

REPRODUCED FROM ORIGINAL SURVEY MAP OF 1910
THIS DOCUMENT WAS REPRODUCED BY THE BUREAU OF LAND MANAGEMENT

14816-374



PARCEL 5
 AREA: 36,110 SQ. FT.
 or 0.829 ACRE

8/15/89
 [Handwritten Signature]

PARCEL 6
 AREA: 38,156 SQ. FT.
 or 0.876 ACRE

WAPAHI
 FLOOD CONTROL

HAWAII

$160^{\circ}56'19''$ R = 2885.00

$160^{\circ}28'$ R = 2272.00

$162^{\circ}25'$ R = 2272.00

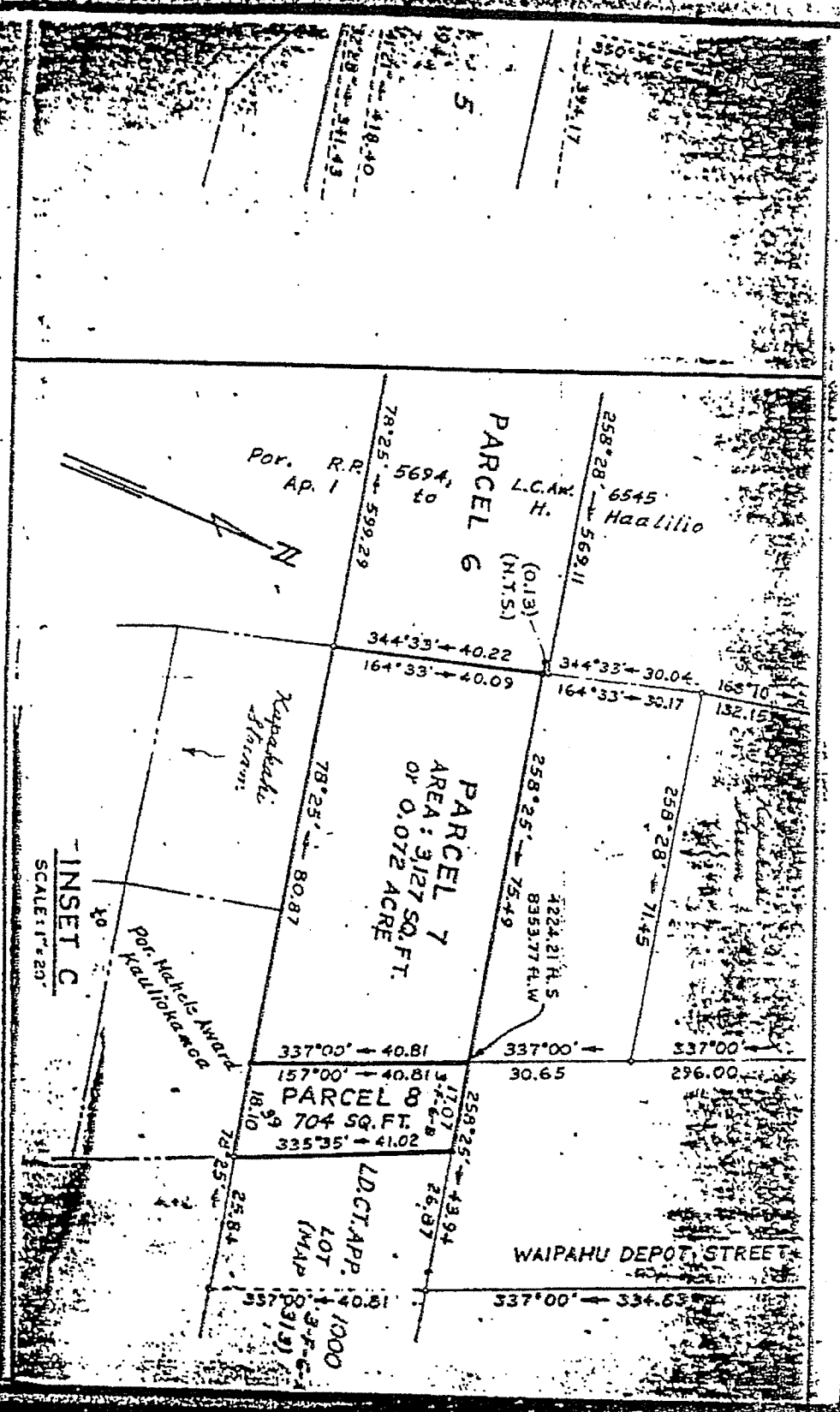
$168^{\circ}28'$ R = 2885.00

$160^{\circ}06'$
 136.35

SEE

14014 375

SHOWN CLOCKWISE FROM TAPE SOUTH



-INSET C
SCALE: 1" = 20'

14816 370

Lot 1-8 (Map 10) 6545
Kapatuhan
Por. M. Aw. 59

PARCEL 9
EXCLUSION 27
(MAP 1) OF LD.CT.
APP. 1000
AREA: 6,098 SQ.FT.
OR 0.140 ACRE

PARCEL 10
EXCLUSION 26
(MAP 1) OF LD.CT.
APP. 1000
AREA: 3,049 SQ.FT.
OR 0.070 ACRE

PARCEL 11
EXCLUSION 25
(MAP 1) OF LD.CT.
APP. 1000
AREA: 871 SQ.FT.
OR 0.020 ACRE

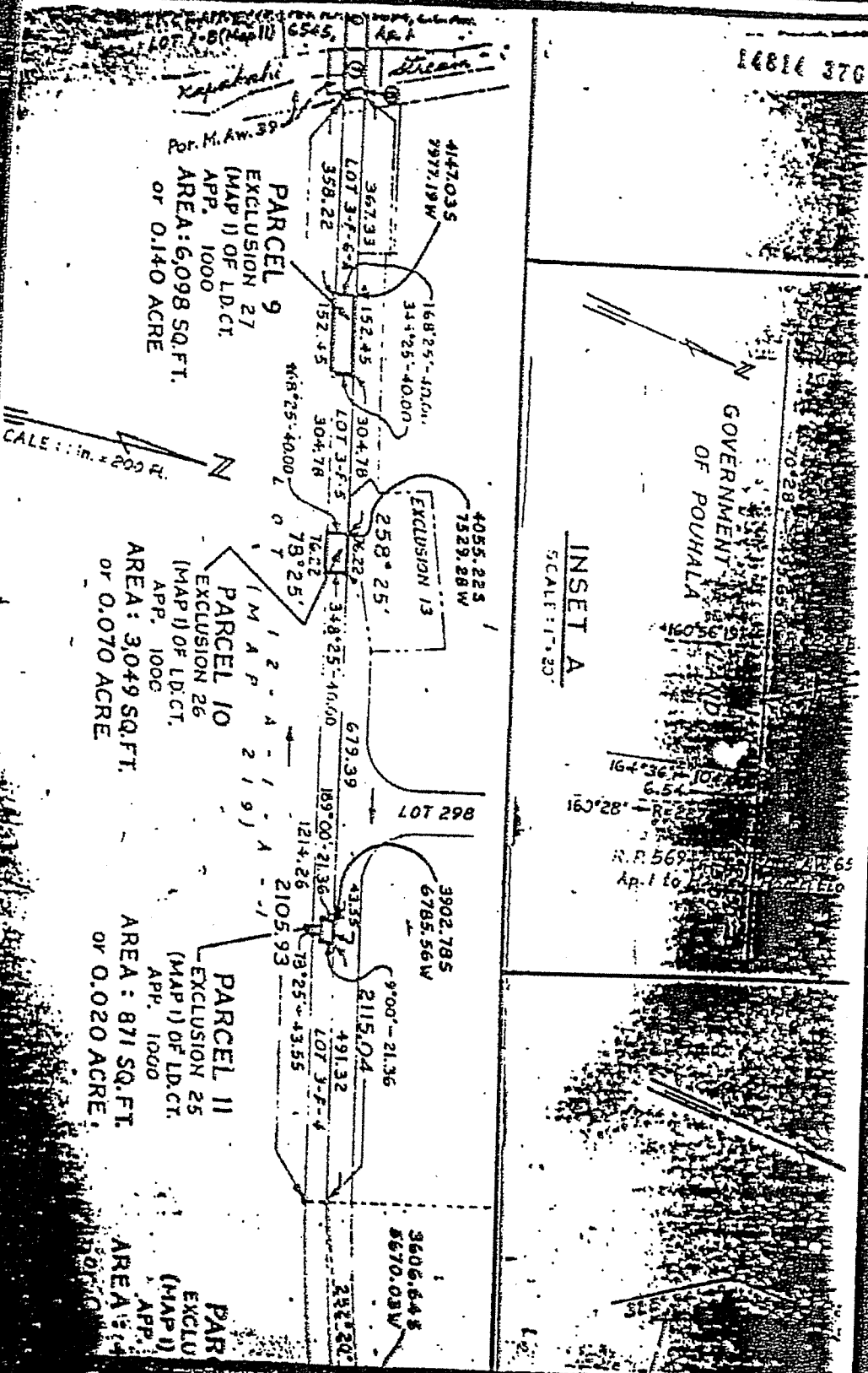
PARCEL 12
EXCLUSION 24
(MAP 1) OF LD.CT.
APP. 1000
AREA: 5,100 SQ.FT.
OR 0.117 ACRE

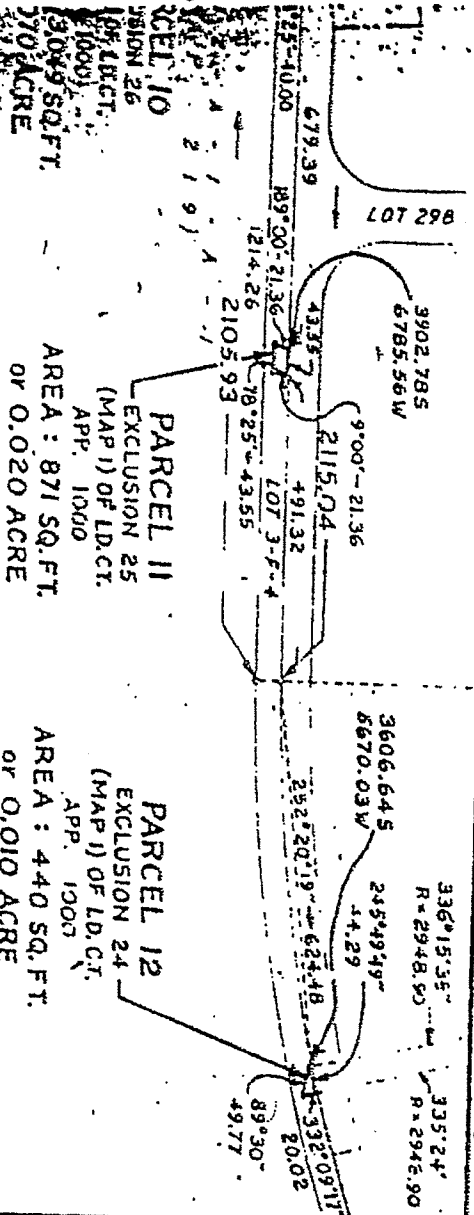
SCALE: 1 in. = 200 Ft.

INSET A
SCALE: 1 in. = 200 Ft.

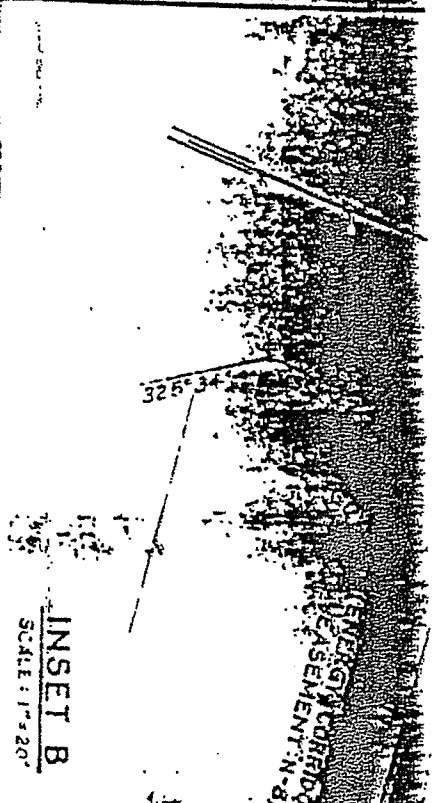
GOVERNMENT
OF POUHALA

R.P. 569
Ap. 1 to





14814 377
 L.C.A.W. 65
 Hailito
 R.P. 5694, 315.00
 Ap. 1 to H.
 164°36' - 104.00
 6.54
 165°28' - R=2272.00
 74°26'30"



PARCEL 10
 EXCLUSION 26
 (MAP 1) OF LD. CT.
 APP. 1000
 AREA : 871 SQ. FT.
 OR 0.020 ACRE

PARCEL 11
 EXCLUSION 25
 (MAP 1) OF LD. CT.
 APP. 1000
 AREA : 871 SQ. FT.
 OR 0.020 ACRE

PARCEL 12
 EXCLUSION 24
 (MAP 1) OF LD. CT.
 APP. 1000
 AREA : 440 SQ. FT.
 OR 0.010 ACRE

NOTES:

1. AZIMUTHS MEASURED CLOCKWISE
2. ALL COORDINATES REFERENCED TO THE HULL
3. MAP COMPILED FROM BEST AVAILABLE DATA AND WHERE NECESSARY ADJUSTED BY FARRINGTON HIGH UTILITY CORRIDOR AND THE HC CHECKED AGAINST ORIGINAL DATA

REFERENCE MAPS:

1. STATE OF HAWAII REGISTERED
2. CITY & COUNTY OF HONOLULU
 A. 16-11-3-14
 B. 4-4-1-48 B-47
 C. 12-4-2-27
3. FILE PLAN NO. 973 (WAI'ANAHE)
4. MAP NO. 1 OF LAND COURT APPL.
5. THE RIGHT-OF-WAY MAP FOR P. 1
6. STATE OF HAWAII W MAP FOR

WHEREAS, the Regional Federal Highway Administrator, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, has determined that the lands covered by the application are reasonably necessary in connection with the continued operation, maintenance, and repair of the Barbers Point Naval Air Station Access Road, Project D-AD-1(2), and the construction, operation, maintenance, and repair of bicycle lanes or paths, Project BW 0300(8), State of Hawaii, and

WHEREAS, the Department of the Navy has authorized the DEPARTMENT to transfer the lands to the GRANTEE;

NOW, THEREFORE, the DEPARTMENT as authorized by law, does hereby appropriate, remise, release, quitclaim, and transfer unto the GRANTEE that certain real property described as Parcel 2-B in Exhibit "A" and shown generally on Exhibit "B," both attached hereto and made parts hereof.

RESERVING, however, to the United States of America, and its successors and assigns, the following described easements, together with all and other rights appertaining thereto and located within the real property hereby conveyed:

1. A non-exclusive roadway easement in perpetuity for the purpose of access to and from Barbers Point Naval Air Station and for the purpose of utilities, including the right to control public and private vehicular traffic and the right to construct and/or install, use, operate, maintain, repair, and replace roadways, utilities and/or other required structures and signs, over, under, and across the entirety of the lands hereby conveyed.

2. An easement in perpetuity for the purpose of operating, maintaining, repairing, and replacing its (U.S. Army Signal Corps) underground communications cables located within the five (5.00) feet wide strip of land as described in Exhibit "C" and shown generally on Exhibit "D," both attached hereto and made parts hereof.

RESERVING, ALSO, to the United States of America, and its successors and assigns, all the estate, right, title, interest, property possession, claim, and demand of, in or to the improvements located on the real property hereby conveyed which were previously placed or which may hereafter be placed thereon by the United States of America in connection with the purposes of the aforesaid reserved easements.

SUBJECT, ALSO, to rights of way, restrictions, reservations, and easements now existing or of record.

TOGETHER WITH, all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining except as specified herein, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property possession, claim, and demand whatsoever, in law as well as in equity, of the said United States of America of, in or to the foregoing described premises, and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular, the above mentioned real property unto the GRANTEE, its successors and assigns, for so long a time as such are needed for highway purposes, i.e., motor vehicular roadways, bicycle lanes or

paths and pedestrian walkways upon the express condition that if, at any time, the need for such highway purposes shall no longer exist, notice of the fact shall be given by the GRANTEE to the DEPARTMENT and such lands and interests in lands shall immediately revert to the United States of America and to the control of the Department of the Navy as such control existed prior to this instrument, and subject to the following covenants and conditions, which shall be binding on the GRANTEE, its successors and assigns:

1. The GRANTEE, in consideration of the conveyance of said real property, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that it will preserve the integrity of the railroad facilities located on said lands including all rails, ties, signals, and appurtenances in their existing condition, natural and unavoidable deterioration excepted; provided, however, that said railroad facilities may be operated by an assignee as part of a non-profit historic railroad museum and provided that the operation, maintenance, or alteration of said facilities shall not unreasonably interfere with the easement rights of the United States of America hereunder reserved and shall be in accordance with State and Federal requirements applicable to facilities listed on the National Register of Historic Places including but not limited to:

a. Title 1 of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. Section 4321 et seq.;

b. Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470f;

c. Section 1(3) and 2(b) of Executive Order 11593, May 13, 1971, "Protection and Enhancement of the Cultural Environment";

d. Procedures of the Advisory Council on Historic Preservation for the Protection of Historic and Cultural Properties (36 CFR Part 800); and

e. Section 4(f) of the Department of Transportation Act and 23 U.S.C. Section 138.

Any salvage resulting from tracks, ties, or other railroad facilities not needed for the development of the operating railroad museum shall be returned to the United States of America and to the control of the Department of the Navy.

2. The GRANTEE, in consideration of the conveyance of said real property, does hereby covenant and agree as a covenant running with the land for itself, its successors, and assigns that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d-2000d-4) and the regulations set forth in Title 49 - Transportation, Subtitle A, Part 21, Code of Federal Regulations (49 CFR 21.1-21.23) (1970), specifically that: (a) no members of the traveling public and users of the Federally-assisted highway shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in their access to, and use of, said highway or their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping,

rest, recreation, and vehicle servicing) constructed on, over, or under the right-of-way of said highway; and (b) the GRANTEE shall use the said lands so conveyed in compliance with all other requirements imposed pursuant to said Title 49, Subtitle A, Code of Federal Regulations, Part 21.

3. The GRANTEE, in consideration of the conveyance of said real property, does hereby covenant and agree that all licenses, permits, or easements authorizing the use of or occupancy of the real property hereby conveyed will be issued only subsequent to the written approval of the Hawaii State Historic Preservation Officer and the written authorization of the Hawaii Division Administrator, Federal Highway Administration.

4. The GRANTEE further covenants and agrees that authority to use the real property hereby conveyed as above conditioned shall be by revocable permit or license except in those instances where the applicant satisfactorily demonstrates that its use of said property requires that it be given an easement granting an interest in said property. In all licenses, permits, or easements the GRANTEE shall include a provision that in the event of the breach of any covenant or condition, the GRANTEE reserves the right to declare the authority to use the property terminated in whole or in part and to revest title to the State of Hawaii. Further, the GRANTEE shall include in all authorizations to use said property a provision that will revest title to the State of Hawaii in the event of abandonment or nonuse by the licensee, permittee or grantee for a period of two years.

5. In the event of breach of the above provided covenants, the DEPARTMENT reserves the right to declare the terms of this grant terminated in whole or in part and to revest title in the United States of America and to the control of the Department of the Navy as such control existed prior to this instrument.

IN WITNESS WHEREOF, I WILLIAM B. FURNIER, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and the Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

WITNESS:

Sandra K. Velazquez
Jay E. Bates

William B. Furnier
REGIONAL COUNSEL

APPROVED AS TO FORM:

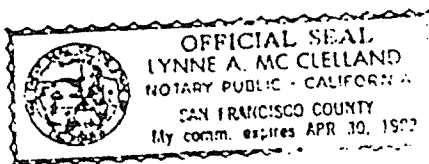
James H. Young
Special Assistant

STATE OF CALIFORNIA)
COUNTY OF SAN FRANCISCO)

15747 546

On this 10th day of July, 1981,
before me, Lynne A. McClelland, a Notary
Public in and for the State of California, personally came
William B. Turner, Regional Counsel of the
Federal Highway Administration, Region IX, San Francisco,
California, to me known to be the person described in and
who executed the foregoing instrument and he acknowledged to
me that he executed the same as Regional Counsel for the
Federal Highway Administration.

In witness whereof I have hereunto set my hand and
official seal this 10th day of July, 1981.



Lynne McClelland
Notary Public

My Commission Expires: _____

15747 547

In compliance with the conditions set forth in the foregoing grant, the STATE OF HAWAII, certifies and, by the acceptance of this grant, accepts the terms thereof and agrees for itself, its successors and assigns, forever to abide by the conditions set forth in said grant.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

BY Ryokichi Higashionna
Its Director

APPROVED AS TO FORM
Deputy U. H. Claus
Deputy Attorney General, State of Hawaii

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

On this 5th day of August, 1981, before me copy/rp
appeared Ryokichi Higashionna, to
me personally known, who, being by me duly sworn, did say
that he is the Director of the
Department of Transportation, State of Hawaii, and
that the foregoing instrument was signed in behalf of said
Department, and the
said Ryokichi Higashionna acknowledged
said instrument to be the free act and deed of said Department.

William Debra Ryan
Notary Public, State of Hawaii

My Commission Expires: 8/15/83

PARCEL 2-B

PORTION OF BARBERS POINT NAS ACCESS ROAD RIGHT-OF-WAY

LAND SITUATE AT HONOULIULI, EWA, OAHU, HAWAII

Being a portion of R.P. 6971, L.C. Aw. 11216
Apana 8 to Kekauonohi

Being also a portion of Exclusion 2 of
Land Court Application 1069

Being a portion of the main line railroad
right-of-way of the former Oahu Railway and Land Company

Beginning at the Southwest corner of this piece of land being also the northwest corner of Lot 350-C (Map 118) of Land Court Application 1069, the coordinates of said point of beginning referred to the Government Survey Triangulation Station "KAPUAI NEW," being 18,695.35 feet South, and 1405.93 feet East, and running by azimuths and distances measured clockwise from TRUE SOUTH:

1. 138° 30' 42.99 feet along remainder of Exclusion 2,
Land Court Application 1069;
2. 250° 00' 128.98 feet along southerly side of Lot
84-F (Map 118) of Land Court
Application 1069; being also
the remainder of Barbers
Point NAS Access Road;
3. 318° 30' 42.99 feet along remainder of Exclusion 2
Land Court Application 1069;
4. 70° 00' 128.98 feet along Lot 350-C (Map 118)
of Land Court Application 1069;
being also the remainder of
Barbers Point NAS Access Road,
to the point of beginning, and
containing an area of 5159
square feet or 0.118 acre.

15747

BARBERS POINT NAS ACCESS ROAD
(PROJ. NO. D-AD-1 (12))

EASEMENT FOR 24" PIPELINE
AND ROAD RIGHT-OF-WAY
LOT 221 (MAP 5C)

PORTION LAND COURT APPLICATION

PARCEL 2-B (0.118 AC.)

PARCEL 2-C

SEE RE-1112

LOT

250° 00' 2745 53'

220

RAILROAD R/W

LOT

70° 00' 40-FT. WIDE

235

2721 30'

LOT 255 LOT 118

BARBERS POINT NAVAL AIR STATION

LOCATION MAP

SCALE: 1"=300'

PARCEL 2-B

BARBERS POINT NAS
ACCESS ROAD RIGHT-OF-WAY

LOT 220

2745 53'

40-FT. WIDE

2721 30'

LEGEND:

PORTION OF FENCES
DANG. EXTERMINATED BY LA
COMPANY'S RAILROAD
RIGHT-OF-WAY STICK
2 (MAP 1112) SEE MAP

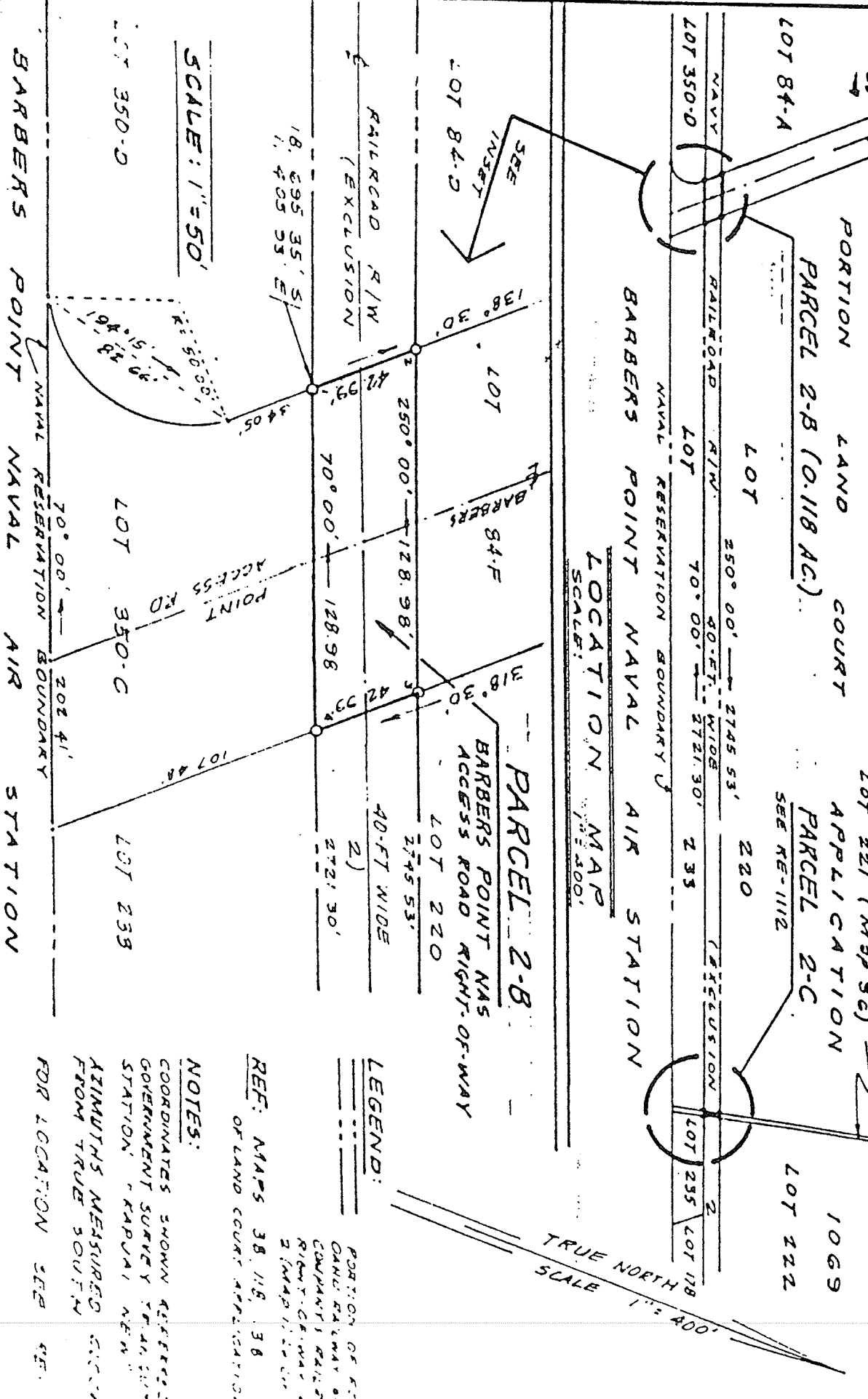
REF: MAPS 38, 118, 38
OF LAND COURT APPLICATION

NOTES:

COORDINATES SHOWN REFERRED TO
GOVERNMENT SURVEY T.M. 44, S.W. CH.
STATION "KAPUAI NEW"
AZIMUTHS MEASURED
FROM TRUE SOUTH

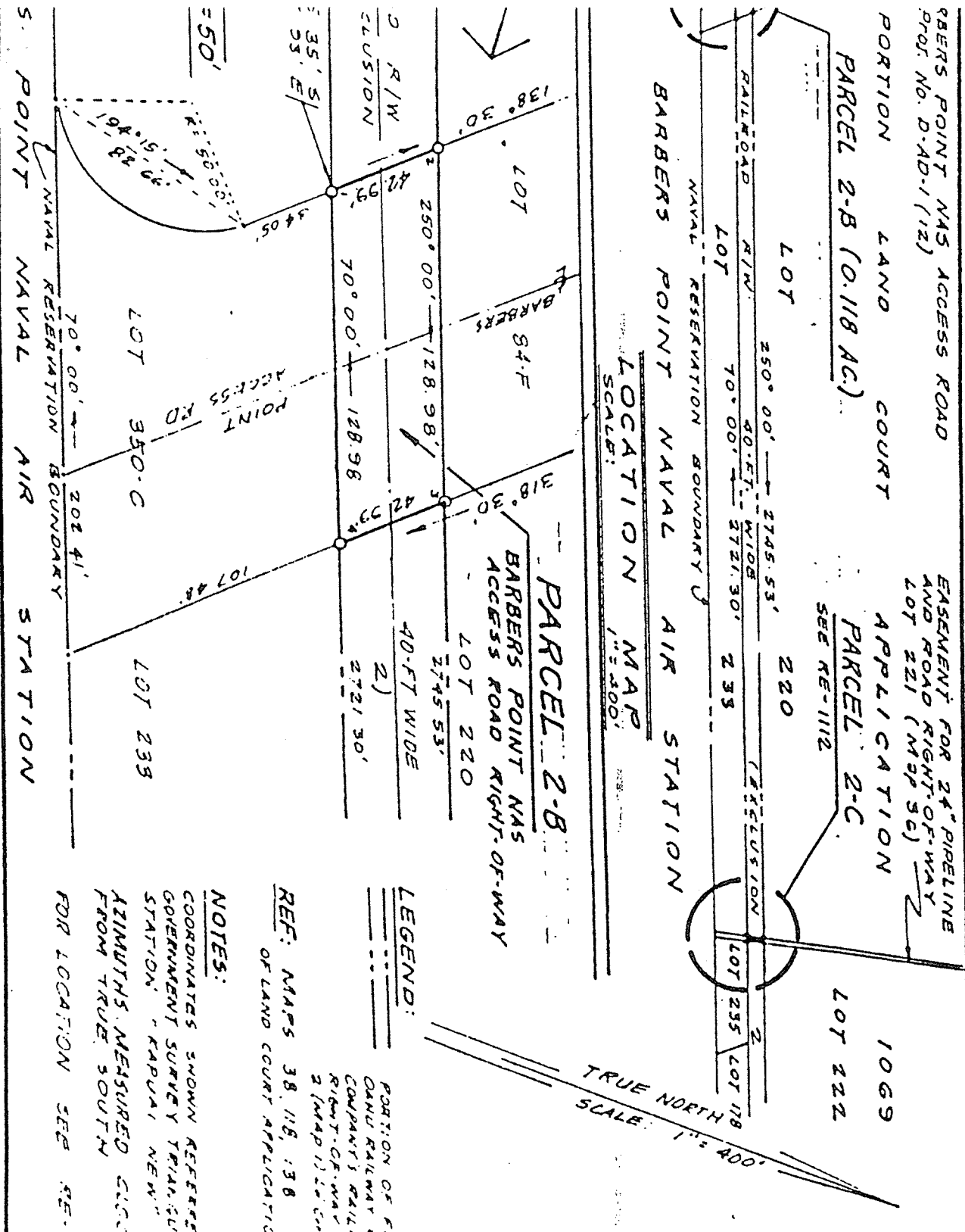
FOR LOCATION SEE REF. OF

TRUE NORTH
SCALE 1"=400'



SCALE: 1"=50'

BARBERS POINT NAVAL AIR STATION



BARBERS POINT NAS ACCESS ROAD
 PROJ. NO. D-AD-1 (12)

EASEMENT FOR 24" PIPELINE
 AND ROAD RIGHT-OF-WAY
 LOT 221 (MAP 56)

PARCEL 2-B (0.118 AC.)

APPLICATION
 PARCEL 2-C
 SEE RE-1112

LOCATION MAP
 SCALE: 1"=300'

TRUE NORTH
 SCALE: 1"=400'

PACIFIC DIVISION
 NAVAL FACILITIES ENGINEERING COMMAND
 LAND SITUATE AT HONOLULUI, EWA, OAHU, HAWAII

PARCEL 2-B
 BARBERS POINT NAS ACCESS ROAD
 RIGHT-OF-WAY

REAL ESTATE DWG. NO.
RE-1109
 DRAWN *Hana J. Hana* SCALE AS SHOWN
 CHECKED DATE *Nov 1974*

William J. Hana
 CADASTRAL ENGINEER
 REAL ESTATE DIRECTOR

TAX MAP REV
 9-1-13/16

LEGEND:
 PARTITION OF FORTNER
 OAHU RAILROAD BY LAND
 COMPANY'S RAILROAD
 RIGHT-OF-WAY EXCLUSION
 2 (MAP 12) (CGA APP. 1262)

NOTES:
 COORDINATES SHOWN REFERRED TO
 GOVERNMENT SURVEY TRIANGULATION
 STATION "KAPUAI, NEW"
 AZIMUTHS MEASURED CLOCKWISE
 FROM TRUE SOUTH
 FOR LOCATION SEE RE-1085

REF: MAPS 38, 118, 138
 OF LAND COURT APPLICATION 1059

5. POINT NAVAL AIR STATION
 NAVAL RESERVATION BOUNDARY

EXHIBIT "B"

EASEMENT FOR U.S. ARMY SIGNAL CORPS
UNDERGROUND COMMUNICATION CABLE

Being an easement extending five (5.00) feet on each side of the following described centerline:

Beginning at a point, 5.53 feet from Course No. 4 of the above described strip of land, being an end point of Easement 330 shown on Map 138 of Land Court Application 1069, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUA NEW," being 18,653.14 feet South and 1521.95 feet East and running by azimuths and distance measured clockwise from True South:

1. 138° 09' 00" 20.95 feet;
2. 132° 41' 00" 23.13 feet to a point on the northerly side of this easement, being also the point of beginning of Easement No. 331 as shown on Map 138 of Land Court Application 1069 and containing an area of 441 square feet.

15747

BARBERS POINT NAS ACCESS ROAD
(PROJ. NO. D-AD-1 (12))

EASEMENT FOR 24" PIPELINE
AND ROAD RIGHT-OF-WAY
LOT 221 (MAP 56)

PORTION LAND COURT APPLICATION
PARCEL 2-C

LOT 84-A

LOT

250° 00' - 2745.53'

220

SEE RE-1112

LOT 222

1069

LOT 350-D

LOT

RAILROAD R/W 40-FT. WIDE 70° 00' - 2721.30'

235

EXCLUSION

LOT

LOT 235

LOT 118

SEE INSET

138° 30'

LOT

250° 00' - 128.98'

BARBERS POINT NAVAL RESERVATION BOUNDARY

BARBERS POINT AIR STATION

LOCATION MAP

SCALE: 1" = 400'

40-FT WIDE

235

EXCLUSION

LOT

LOT 235

LOT 118

TRUE NORTH
SCALE: 1" = 400'

LOT 84-D

LOT

250° 00' - 128.98'

BARBERS POINT

84-F

LOT

LOT 220

2745.53'

40-FT WIDE

2

2721.30'

LOT 233

RAILROAD R/W (EXCLUSION)

70° 00' - 128.98'

BARBERS POINT ACCESS RD

LOT

LOT 350-C

LOT

LOT 233

70° 00' - 202.41'

BARBERS POINT NAVAL RESERVATION BOUNDARY

BARBERS POINT AIR STATION

LOT 233

PARCEL 2-B (0.118 AC)

EASEMENT FOR UTILITY AND ACCESS ROAD RIGHT-OF-WAY
SCALE: 1" = 50'

LOT 350-D

BARBERS POINT NAVAL RESERVATION BOUNDARY



RIGHT-OF-WAY (10-FT WIDE)
FOR U.S. ARMY COMM CABLE
AREA: 491 SP FT

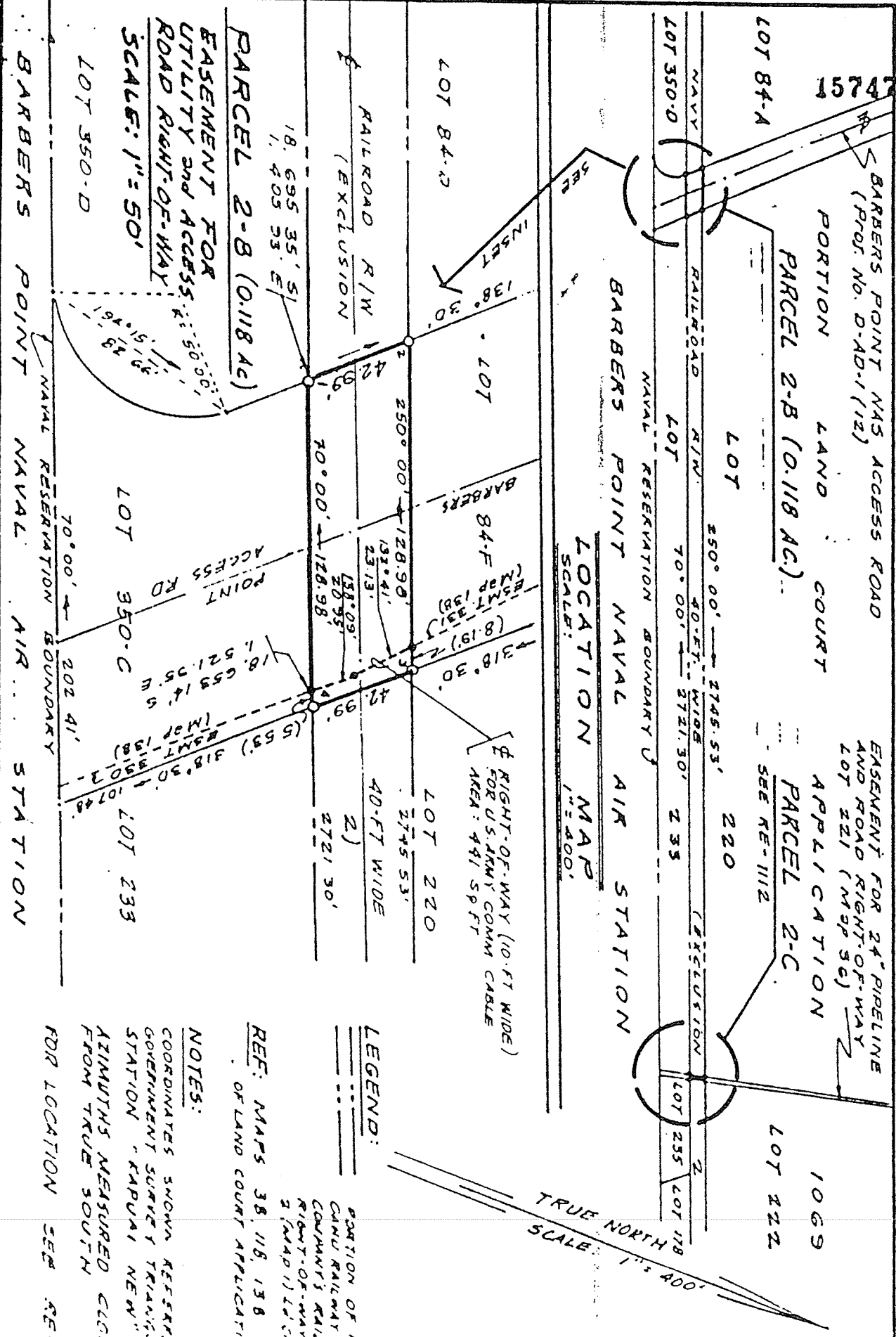
LEGEND:

PORTION OF CANAL RAILWAY COMPANY'S RAIL RIGHT-OF-WAY (MAP 1) 11/1/51

REF: MAPS 38, 118, 138 OF LAND COURT APPLICATION

NOTES:

COORDINATES SHOWN REFER TO GOVERNMENT SURVEY TRIANGULATION STATION "KAPUAI NEW" AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH FOR LOCATION SEE 5E



BARBERS POINT HAS ACCESS ROAD
(PROJ. NO. D-AD-1 (12))

EASEMENT FOR 24" PIPELINE
AND ROAD RIGHT-OF-WAY
LOT 221 (MAP 56)

PARCEL 2-B (0.118 AC.)

PARCEL 2-C

LOT

220

APPLICATION

1069

LOT 84-A

LOT

220

APPLICATION

1069

BARBERS POINT NAVAL AIR STATION

LOCATION MAP

SCALE: 1" = 400'

TRUE NORTH
SCALE: 1" = 400'

LOT 84-D

LOT

220

APPLICATION

1069

RAILROAD R/W
(EXCLUSION)

18.695 35' S1
1.425 53' E

PARCEL 2-B (0.118 AC.)

EASEMENT FOR
UTILITY AND ACCESS
ROAD RIGHT-OF-WAY
SCALE: 1" = 50'

LOT 350-D

LOT 350-C

LOT 233

BARBERS POINT NAVAL AIR STATION

RIGHT-OF-WAY (10-FT WIDE)
FOR U.S. ARMY COMM CABLE
AREA: 441 SP FT

LEGEND:

PORTION OF
CANDY RAILWAY
COMMANDER'S RAIL
RIGHT-OF-WAY
3 (MAP 1) 12/50

REF: MAPS 38, 118, 138
OF LAND COURT APPLICATION

NOTES:

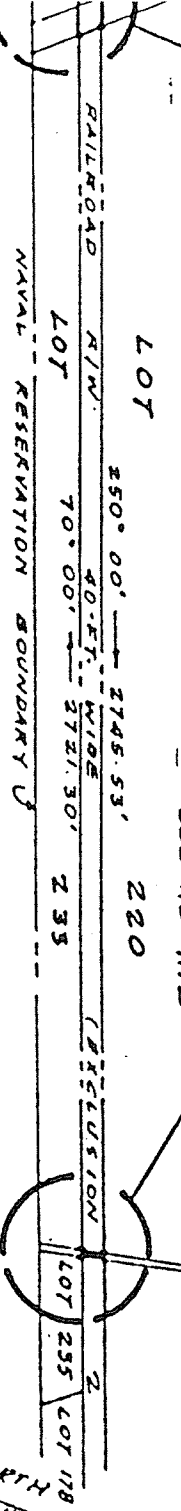
COORDINATES SHOWN REFER TO
GOVERNMENT SURVEY TRIANGULATION
STATION "KAPUAI NEW"
AZIMUTHS MEASURED CLOCKWISE
FROM TRUE SOUTH
FOR LOCATION SEE REF.

BARBERS POINT NAS ACCESS ROAD
(PROP. NO. D-AD-1(12))

EASEMENT FOR 24" PIPELINE
AND ROAD RIGHT-OF-WAY
LOT 221 (MAP 56)

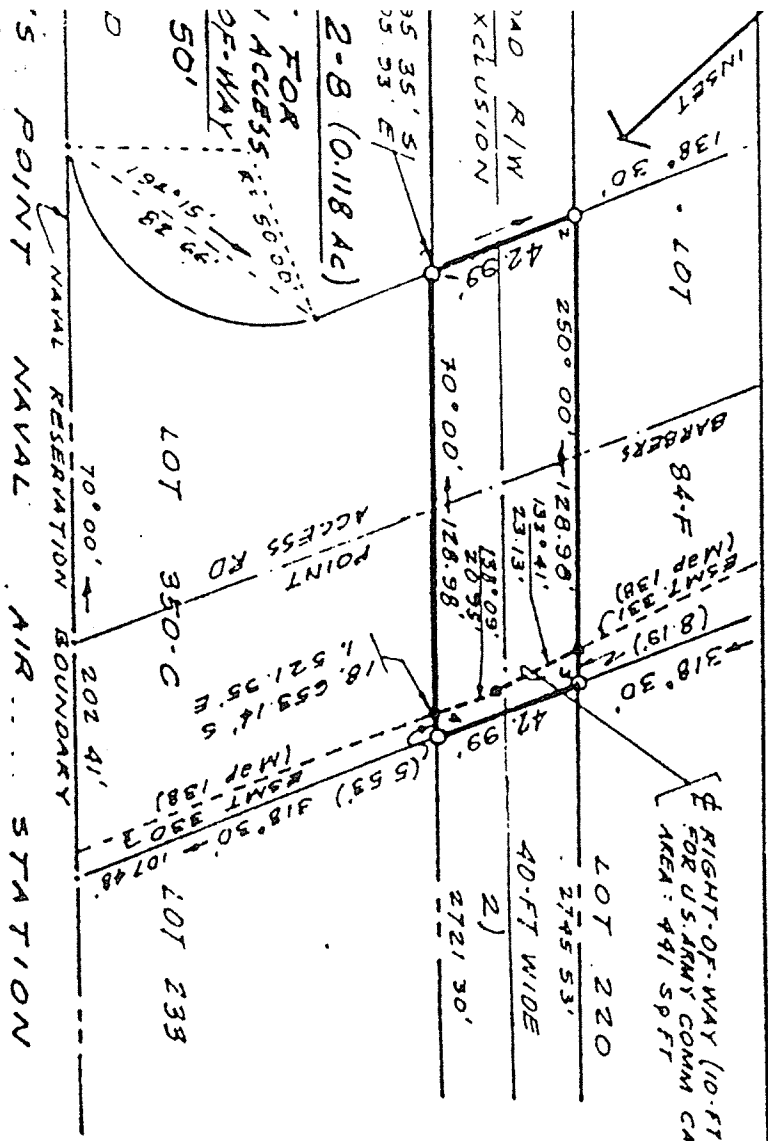
PORTION LAND COURT APPLICATION
PARCEL 2-B (0.118 AC.)
SEE RE-1112

1069
LOT 222



LOCATION MAP
SCALE: 1" = 400'

TRUE NORTH
SCALE: 1" = 400'



RIGHT-OF-WAY (10-FT WIDE)
FOR U.S. ARMY COMM CABLE
AREA: 491.59 FT

LEGEND:

PORTION OF FORMER
CANAL RAILWAY AND LAND
COMPANY'S RAILROAD
RIGHT-OF-WAY (SECTION
2 (MAP 1) TO CIV. AMI 1049)

REF: MAPS 38, 118, 138
OF LAND COURT APPLICATION 1055

NOTES:

COORDINATES SHOWN REFERRED TO
GOVERNMENT SURVEY TRIANGULATION
STATION - KAPUAI NEW
AZIMUTHS MEASURED CLOCKWISE
FROM TRUE SOUTH
FOR LOCATION SEE RE-1055

PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
LAND SITUATE AT HONOLULU, EWA, OAHU, HAWAII
NAVY EXCESS ITEM NO. 83
RESERVED EASEMENTS OVER
RAILROAD RIGHT-OF-WAY
PARCEL 2-B

William A. Kakuwa
CADASTRAL ENGINEER

John A. ...
REAL ESTATE DIRECTOR

DRAWN *Hana J. ...*
CHECKED

SCALE AS SHOWN
DATE MAY 1974

REAL ESTATE DWG. NO.
RE-1111

TAX MAP KEY
9-1-13/16

EXHIBIT "D"

APPENDIX B - PROJECT MAP

APPENDIX C - LIST OF GENERAL RAIL MAINTENANCE
ACTIVITIES

List of General Rail Maintenance Activities and Restoration of the Oahu Railway and Land Right-of-Way

LIST OF RAIL MAINTENANCE ACTIVITIES

Railroad facilities may be operated by an assignee as a non-profit historic museum provided that the operation, maintenance, or alteration of said facilities are in accordance with the deed requirements. The work includes the following:

- (A) **RAILROAD FACILITIES AND OPERATION OF A NON-PROFIT HISTORIC MUSEUM-** Railroad facilities may be operated by an assignee as a non-profit historic museum provided that the operation, maintenance, or alteration of said facilities shall be in accordance with State and Federal requirements applicable to facilities listed on the National Register of Historic Places including but not limited to: SEE SECTION 3.1.

- (B) **MAINTENANCE OF RAIL AND RAILWAY FACILITIES** – All material used in the maintenance of the rail and railway facilities shall be identical in form, fit and function of the material being replaced and of U.S. manufacture, i.e. replaced “in kind”. Maintenance actions shall be carried out based on reports of the train crews and periodic inspection by qualified personnel. Maintenance of rail and railway facilities includes the repair and replacement of deteriorating cross ties, frogs, rail spikes, tacks, joiner bars, track bolts, washers and nuts, rails, ballasts, and maintenance for existing passenger platform and whistle stops, revetments and storm water systems, drainage repair, and bridges, Jensen siding, signalized systems, tree trimming and vegetation removal. “Maintenance” applies to any existing track structure within the right-of-way whether or not it is currently in use. Berm replacements must be documented by an archaeologist and replaced in kind after approval from both HDOT and SHPD.

- (C) **MATERIAL LIST - Rails** – Repair or replacement of existing rails shall be in kind – 60 lb weight rails. If 60 lb weight rails are not available, State Historic Preservation Division (SHPD) will need to approve any rails of different weight prior to installation or replacement, Rail weight to be used in crossings if higher than 60 lbs will need approval from both HDOT and SHPD for its historical value prior to construction, installation or replacement. Altering rail to accommodate operation is a violation of the Deed restrictions and this Contract.
Spikes and other jewelry – Spikes must be made of US made steel. All other jewelry must be made of US-made steel.
Ties – Use creosote treated ties. Preference is for narrow gauge ties, however, if narrow gauge ties are not used throughout, use the same side ties in the same section. Switch sizes at logical places, such as after a crossings. Please provide approved method if narrow gauge is not used throughout.

Ballast – White coral only.

Signs – Replace RXR signs at all crossings. Model after sign at the beach near Piliokahe. Signs should be in English on one side, and Hawaiian on the other.

Contractor shall obtain written pre-approval from a SOI qualified professional

- (D) RECONSTRUCTION – Reconstruction includes replacement of bridges, installation of temporary or permanent grade crossings, installation of signal systems and temporary or permanent realignment of the existing right-of-way. Reconstruction must be completed by qualified contractors in accordance with approved engineering drawings and specifications after obtaining all necessary permits and authorizations.
- (E) Tracks to be maintained equal or better than Class 1 standards.
- (F) EMERGENCY MAINTENANCE PROTOCOLS - Identical to routine maintenance procedure but at an accelerated schedule.
- (G) COMPLIANCE WITH FEDERAL RAILROAD ADMINISTRATION (FRA) - FRA approval is required prior to the start of operation if train speeds exceeds limits set by FRA or if commercial passengers are included or if gauge of rail exceeds 24.
- (H) HISTORIC RESOURCES – In the event that non-burial historic resources, including structural remains, cultural deposits, artifacts, are identified during maintenance work, cease work in the immediate vicinity of the find, protect the find from additional disturbance, and contact SHPD at (808) 692-8015; and if human remains are identified, work will cease in the vicinity and the find shall be secured, and SHPD shall be contacted immediately. If discovery occurs on Saturday, Sunday or a holiday, the Division of Conservation and Resource Enforcement will be notified. The provisions outlined within the Hawaii Revised Statutes 6E-43 and Hawaii Administration Rules 13-300-40, and any SHPD directives, shall be followed.

APPENDIX D -
CONTRACT FORMS AND AG GENERAL CONDITION



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its _____,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is _____,
 and _____
 _____ ("CONTRACTOR"),
 a _____ under the laws of the State of _____,
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 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 a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to _____, 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) _____
(Identify state sources)
 or (2) _____
(Identify federal sources)
 or both, in the following amounts: State \$ _____
 Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number _____ ("RFP") and the CONTRACTOR'S accepted proposal ("Proposal"), both of which, even if not physically attached to this Contract, are made a part of this Contract, and in accordance with the Scope of Services, Attachment 1, which is attached to and made 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 RFP and CONTRACTOR'S Proposal, and the Compensation and Payment Schedule, Attachment 2, which is attached to and made part of this Contract.

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, Attachment 3, which is attached to and made 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 RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of _____ DOLLARS (\$ _____) 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.

FUNDING AGENCY

(if other than contracting agency)

(Name of Funding Agency)

(Signature)

(Print Name)

(Print Title)

(Date)

STATE

(Signature)

(Print Name)

(Print Title)

(Date)

CONTRACTOR

(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.

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 for 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.