

SYLVIA LUKE
Lt. Governor



STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
 235 S. Beretania Street, Suite 205
 Honolulu, HI 96813
 Phone: (808) 586-0186 Fax: (808) 586-0189



- A. Contractor shall clear approximately 13 acres identified as TMK 6-5-001:044 to establish a fire break. The grass, trees, and shrubs shall be cut low to the ground. Tree and shrub stumps shall be

- A. Contractor shall clear approximately 1.5 acres identified as TMK 7-1-002:004 (por). The grass, trees, and shrubs shall be cut low to the ground. Tree and shrub stumps shall be treated with a growth inhibitor/herbicide such as Garlon, or equivalent.

- B. The work may be done with an excavator with an attachment such as a fecon, brush cutter, or equivalent for cutting and mulching, in place.
- C. The associated green waste from cutting and grinding shall be left on site (on ADC property) where they will rot and decompose. No hauling of mulched green waste is required.
- E. All work shall be done in a manner consistent with industry standards and in compliance with all federal, state, and county laws.

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

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

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

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

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

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

Coverage

Commercial General Liability
(Occurrence Form)

Limits

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

Automobile Liability

\$1,000,000 combined single limit
per occurrence

\$1,000,000 bodily injury per
person and per accident

\$1,000,000 property damage per
accident

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

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

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

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

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

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this project. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this project.

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

4. Additional Work. Should unforeseen structures in addition to towing, hauling, and proper disposal be deemed necessary **by the ADC**, the Contractor shall submit a cost proposal to the ADC, not to exceed 5% of the Total Purchase Order or Contract amount. This cost is included as a Contingency in the Lump Sum Quote but shall be payable to the Contractor only upon written agreement by the ADC.