

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

This Contract, executed on the respective dates indicated below, is effective as of
September 1, 2016, between Hawaii Public Housing Authority
State of Hawaii ("STATE"), by its Executive Director
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 1002 North School Street, Honolulu, Hawaii 96817
("CONTRACTOR"), a
under the laws of the State of , whose business address and federal
and state taxpayer identification numbers are as follows:

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
E. Pursuant to Section 356D-4, HRS, the STATE is authorized to enter into this Contract.
F. Money is available to fund this Contract pursuant to:
(1) State Family Public Housing Revolving Fund
or (2) Low Income Public Housing Operating Subsidy
or both, in the following amounts: State \$
Federal \$

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

- 1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2016-32 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

DOLLARS

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

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR is required to provide or is not required to provide: a performance bond, a payment bond, a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of One Hundred and No/100----- DOLLARS (\$ 100.00-----) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

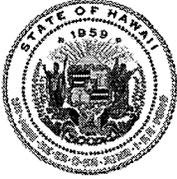
CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

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

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Invitation for Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* **Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII
SCOPE OF SERVICES

Contractor:
Property(s): Kawailehua – State; Kawailehua – Federal
Services: Refuse Collection Services
IFB No. PMB-2016-32

1. The CONTRACTOR shall provide and perform the described services in a satisfactory and proper manner as determined by the STATE and in strict accordance with the terms and conditions of this Contract and the requirements of Invitation for Bids number IFB PMB-2016-32, dated July 14, 2016. It is understood that this Contract includes IFB PMB-2014-32 and all addendums, incorporated hereto and made a part hereof.
2. The CONTRACTOR shall furnish refuse collection services at the properties listed below:
 - Kawailehua – State, 5220 Paanau Road, Koloa, Hawaii 96756
 - Kawailehua – Federal, 5230 Paanau Road, Koloa, Hawaii 96756

3. Collection and Disposal:

The CONTRACTOR shall collect refuse from the properties according to the Service Schedule in the Bid Offer Form. See Exhibit B, attached hereto and incorporated herein.

- a. Containers shall be emptied completely during collections. The transfer of refuse from containers to refuse collection trucks shall be performed with a minimum of spillage, pollution of the atmosphere or surrounding area. The refuse collection truck shall be constructed so that refuse therein shall be well confined without any leakage, spillage or loss of refuse during transit.
- b. The CONTRACTOR shall clean up the container areas to keep them free of debris and rubbish. The areas shall be left in a clean and sanitary condition with empty refuse containers replaced at their stations if applicable, in a condition which will be safe and accessible to the users. Additional bags of trash, which are located adjacent to the bins, shall be picked up whenever the additional trash is created.
- c. The CONTRACTOR shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinance and regulations applicable to refuse disposal.

4. Collection Schedule

- a. Collections shall be made in accordance with the Service Schedule listed in the Bid Offer Form. Changes in days designated for collection and disposal service



STATE OF HAWAII
SCOPE OF SERVICES

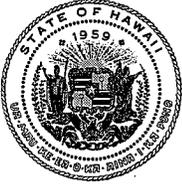
may be made upon written approval by the Officer-In-Charge. The change shall not change the number of pick-ups per week/month. Pick-up hours shall be between the hours of 7:30 a.m. to 3:00 p.m. Hawaii Standard Time.

- b. When the pick-up schedule falls on a CONTRACTOR's holiday, and CONTRACTOR will not be making the scheduled pick-up for that day, the CONTRACTOR shall make the pick-up on the first working day after the holiday. The CONTRACTOR shall provide a list of observed holidays to the Officer-in-Charge upon execution of a Contract.
- c. The CONTRACTOR shall schedule an extra pick-up day on December 26, if that day is not a regularly scheduled pick-up day. The CONTRACTOR shall schedule an extra pick up day on December 27, if December 26 falls on a regularly scheduled pick-up day.
- d. If the CONTRACTOR is unable to perform the work on the scheduled date due to inclement weather or any other unavoidable condition, i.e. heavy rain days or hurricane weather, the CONTRACTOR shall report immediately to the Officer-in-Charge that work has been postponed. Make-up collection shall be made within twenty-four hours and no additional compensation shall be allowed for such make-up or any corrective work undertaken by the CONTRACTOR.
- e. If make-up collection is not made within twenty-four hours, the STATE reserves the right to purchase emergency services from another vendor and shall assess those charges to the CONTRACTOR who failed to perform the make-up collection.

5. Refuse Containers:

- a. All refuse containers shall be delivered to all sites on or before 7:45 a.m. September 1, 2016 but no earlier than August 31, 2016 at 4:30 p.m. to prevent any interruption of service.
- b. Three (3) Cubic Yard Containers. The number of containers required under the Contract is specified in the Service Schedule which is attached to Exhibit B. Furnished containers shall be new or refurbished like new with at least three (3) cubic yard capacity, and be made of steel construction or equivalent. Containers shall have four (4) heavy-duty casters, two (2) covers that can easily be opened and closed, and shall be properly reinforced with no sharp or bare edges.

The Officer-in-Charge may at his discretion request containers without covers. Substitution of larger containers, not to exceed eight (8) cubic yards, will be permitted upon written approval of the Officer-in-Charge.



STATE OF HAWAII

SCOPE OF SERVICES

- c. All containers shall be uniformly painted. At the start of the Contract and any subsequent contract period, all containers shall be clean, uniformly and freshly painted, and in good repair. In the event that the present Contractor is awarded the Contract, containers presently at the site must meet these requirements.
 - d. The CONTRACTOR shall be responsible to keep all containers free from graffiti. Any graffiti reported to the Contractor by the Officer-In-Charge shall be removed within five (5) working days.
 - e. The CONTRACTOR shall maintain a supply of spare containers to serve as replacements or additions to ensure that refuse can be handled without delay.
6. Refuse Container Maintenance
- a. All CONTRACTOR-owned refuse containers shall be kept clean, odor-free, and presentable at all times. The CONTRACTOR shall hose wet refuse from containers, disinfect, deodorize, refurbish or replace containers at the request of the Officer-in-Charge. After every pick-up, the CONTRACTOR shall clean the inside of the containers by rinsing with air pressured water. The CONTRACTOR shall further use disinfectant to clean, disinfect and deodorize the containers applied under air pressure at a strength of 1.6% or 10 ounces per 5 gallons of water to clean, disinfect and deodorize the containers.
 - b. In the event the CONTRACTOR fails to maintain the refuse containers, the Officer-in-Charge will notify the CONTRACTOR of his failure to keep the containers in good repair and appearance. Upon such notification the CONTRACTOR shall replace the deficient refuse container with a refuse container acceptable to the Officer-in-Charge by the next scheduled pick-up. The CONTRACTOR shall notify the Officer-in-Charge within seven (7) calendar days, regarding correction of the deficiency. The CONTRACTOR's repeated failure to timely correct the refuse container deficiencies shall be deemed sufficient cause for termination of the Contract.
7. Vehicle Listing and Standards
- a. All vehicles may be subject to periodic inspection by the State. All vehicles must meet and comply with any and all applicable Rules and Regulations prescribed by local, State and Federal governments.
 - b. Any vehicle failing to meet the safety standards or found to be mechanically unsafe shall be removed from service and repaired. Any refusal to correct or repair discrepancies shall result in termination of the Contract.



STATE OF HAWAII
SCOPE OF SERVICES

8. Equipment furnished and used by CONTRACTOR to collect and remove refuse shall at all times be clean and well maintained both mechanically and in appearance.
9. Personnel:
 - a. The CONTRACTOR shall ensure that all personnel meet the minimum qualifications, including licensing and experience requirements.
 - b. The CONTRACTOR shall maintain and implement a plan to ensure minimal disruption of services due to staff vacancies or changes.
 - c. The CONTRACTOR shall be solely responsible for the behavior and conduct of its employees or agents on HPHA property and shall instruct personnel to fully cooperate with the Officer-In-Charge.
 - d. The CONTRACTOR agrees to remove any of his employees from servicing or providing services to HPHA, upon written request by the Officer-In-Charge.
10. The CONTRACTOR may be asked to attend quarterly meetings or upon request by the Officer-in-Charge. The day and time is to be specified by the Officer-in-Charge. Field visits will be made as required.
11. At the end of every month, the Officer-in-Charge shall submit a report to the CONTRACTOR that lists any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected within five (5) working days for payment adjustment purposes.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Contractor:
Property(s): Kawailehua – State; Kawailehua – Federal
Services: Refuse Collection Services
 IFB No. PMB-2016-32

1. Subject to the receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract a sum of money not to exceed _____ **and No/100 Dollars (\$_____)** for the twelve month period as shown in the CONTRACTOR's Bid Offer Form. See Exhibit B.

Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract, a sum of money not to exceed _____ **and No/100 Dollars (\$_____)** for the twelve month period as shown in the CONTRACTOR's Bid Offer Form. See Exhibit B.

The total Contract amount shall not exceed _____ **and No/100 Dollars (\$_____)**.

2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD) and the State of Hawaii. Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remaining Contract period beyond the initial twelve (12) month period, ending August 31, 2017, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

State funds are subject to appropriation by the State's Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient state funds for any portion of the remainder of the contract period ending August 31, 2017, the STATE may terminate without penalty the Contract or may revise the amount/quantity of services required.

3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
- a. The CONTRACTOR shall submit a monthly invoice, one original, for services rendered to:

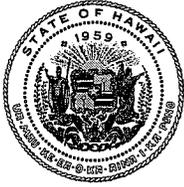


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Hawaii Public Housing Authority
Attn: Property Mgmt. and Maint. Services Branch
1002 North School Street
P.O. Box 17907
Honolulu, HI 96817

- b. Section 103-10, HRS, provides that STATE shall have thirty calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. The date of the invoice shall be the latter of the two: 1) date of invoice or 2) postmark of original invoice received by the STATE via United States Postal Service or other method of delivery.
- c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with Section 103-10, Hawaii Revised Statutes (HRS), upon certification by the Officer-In-Charge (OIC) that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of actual man-hours performed by the CONTRACTOR. The CONTRACTOR shall submit monthly invoices for payment, listing dates of collection and amount of refuse collected for the previous month. All charges for any additional work shall be described, and the charges shall be computed at the contracted rate per cubic yard on a separate invoice. The CONTRACTOR shall clearly indicate any adjustments made to the billing statement for work not performed.
- d. The OIC shall submit a report to the CONTRACTOR listing any discrepancies or Contract violation(s), which need correction. The Contractor shall correct these discrepancies or Contract violation(s) by the next reporting period for payment adjustment purposes. Liquidated damages shall apply for the Contractor's failure to comply.
- e. Charges for extra pickups, extra yardage, extra bins, etc., that are not specified in the Service Schedule or not added to the Contract by an amendment of contract or a supplemental contract shall be submitted on a separate invoice and will be paid for by state purchase order, state procurement card, or other appropriate means. Charges for emergency services shall be invoiced in this manner.
- f. For final payment, the CONTRACTOR must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). If the CONTRACTOR fails to provide a valid tax clearance certificate within one (1) month of the termination date of this Contract, the STATE shall assign the final payment in an amount not to exceed the tax liability to the Department of Taxation or the Internal Revenue Service, provided that the debt owed to the Department of Taxation shall be offset first.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

4. The CONTRACTOR shall be reimbursed at the accepted bid price per cubic yard, which shall be the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified. The total bid price shall be applicable to refuse collection services provided during normal work hours during the term of this Contract.
5. The STATE is not responsible for overtime and shall not pay for any overtime pay.
6. It is the sole responsibility of the CONTRACTOR to comply with section 103-55, HRS. The Contractor shall not be paid any reimbursement of retroactive pay. The STATE may consider requests for increases as a result of an increase to public officers and employees during the Contract period or during any option period. The CONTRACTOR's requests for an increase must meet the following criteria:
 - a. At the time of the request, the CONTRACTOR's hourly wage rate must be less than the prevailing State wage rate; and
 - b. The CONTRACTOR must or must have provided documentation to show that the hourly wage rate is in compliance with section 103-55, HRS, and that its employees are being paid no less than the known hourly wage rate of the equivalent State position.
7. The CONTRACTOR shall repair all damages caused by CONTRACTOR's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to CONTRACTOR. In the event money due to the CONTRACTOR is insufficient for the purpose, CONTRACTOR shall pay the difference upon demand by STATE.

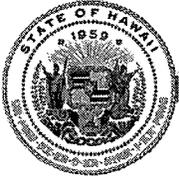


STATE OF HAWAII
TIME OF PERFORMANCE

Contractor:
Property(s): Kawailehua – State; Kawailehua – Federal
Services: Refuse Collection Services
IFB No. PMB-2016-32

1. The term of this Contract for Furnishing Refuse Collection Services shall be for a 12-month period, beginning on September 1, 2013 and ending on August 31, 2014.
2. No services shall be performed on this Contract prior to September 1, 2013.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and approved as provided herein:

Initial term of Contract:	12 months
Length of each extension:	Up to twelve months (may be less than twelve months when it is in the best interest of the State)
Maximum length of contract:	36 months
4. The initial period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services, of up to 24-months with not extension period to 12-months. Contract extensions shall be awarded at the same or comparable rates as the primary Contract; and
 - c. A supplemental Contract must be executed prior to expiration of the primary Contract; and
 - d. The STATE may be required to obtain HUD approval in writing of the extension prior to execution of a supplemental Contract; and
 - e. The CONTRACTOR must obtain STATE approval in writing and a notice to proceed with the extension; and
 - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
 - g. Necessary State and/or Federal funds are appropriated and allotted for an extension.
5. Liquidated damages is fixed at the sum of **Fifty and No/100 Dollars (\$50.00)** for each and every day the CONTRACTOR fails to perform in whole or in part any of its obligations. Liquidated damages may be deducted from any payments due or to become due to the CONTRACTOR.



STATE OF HAWAII
CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)
Hakim Ouansafi

(Print Name)
Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Print Name)

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

(Date)



STATE OF HAWAII
SPECIAL CONDITIONS

Contractor:
Property(s): Kawailehua – State; Kawailehua – Federal
Services: Refuse Collection Services
IFB No. PMB-2016-32

1. Insurance Requirements

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

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR Combined single limit of \$2,000,000.00
Workers Compensation as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees) to all employees of sub-CONTRACTORS.

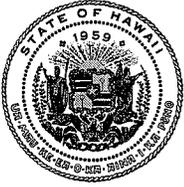
- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of the CONTRACTOR.



STATE OF HAWAII

SPECIAL CONDITIONS

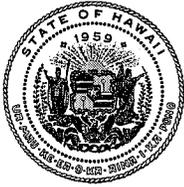
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
 - d. The CONTRACTOR shall notify the STATE in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.
 - e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
 - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.
2. The CONTRACTOR shall have a permanent office on the island of Kauai or the geographic area awarded from where he/she conducts business and where he/she will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.
 3. Section 3 of the U.S. Housing Act of 1968
 - a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.
 - c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative



STATE OF HAWAII
SPECIAL CONDITIONS

of the CONTRACTOR's commitments under this section 3 clause. The CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall also provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 135. It shall take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135 as provided in an applicable provision of the subcontract or in this section 3 clause. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The CONTRACTOR shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any training positions that are filled (1) after the CONTRACTOR is selected, but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.
4. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
 5. Should the CONTRACTOR fail to comply with the requirements of the Contract, the STATE reserves the right to engage the services of another company to perform the services to remedy the defect or failure. The STATE may deduct such costs from monies due to the CONTRACTOR or may directly assess the CONTRACTOR.
 6. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids number IFB PMB-2010-15 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.



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7. In the event there is a conflict between the attached General Conditions from HUD 5370-C (05/2006) and the attached General Conditions AG-008 (4/15/2009), the more restrictive of the two shall apply.
8. Subject to section 356D-6.5, HRS, smoking of tobacco or any other plant material is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to this no-smoking law while on HPHA property. Such violation may be considered a breach of this Contract and result in suspension or termination. It shall be considered a violation of State law and subject to prosecution to the fullest extent under law.
9. Interchangeable Terms. The following terms shall be one and same:
 - a. "STATE" and "HPHA".
 - b. "Contract" and "Agreement".