

STATE OF HAWAII  
DEPARTMENT OF EDUCATION  
OFFICE OF SCHOOL FACILITIES AND SUPPORT SERVICES  
Honolulu, Hawaii 96809

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

Request for consent from the Board of Land and Natural Resources (“BLNR”) for Issuance of the Right-of-Entry by the Department of Education (“DOE”) for U.S. Department of the Navy (“Navy”) access to Makalapa Elementary School (“School”), Tax Map Key No. 9-9-075:028, as shown on the attached map labeled Exhibit “A”.

APPLICANT AGENCY:

Department of Education

LEGAL REFERENCE:

Sections 171-11, Hawaii Revised Statutes, as amended.

LOCATION:

Makalapa Elementary School, 4435 Salt Lake Boulevard, Honolulu, Hawaii 96818, Tax Map Key No. 9-9-075:028 (“Property”), as shown on the attached map labeled Exhibit “A”.

AREA:

8.182 acres

ZONING:

State Land Use District:	Urban
City and County of Honolulu:	Residential

CURRENT USE:

Public elementary school campus.

CONSIDERATION:

Gratis.

PURPOSE:

To conduct environmental investigation and response work at the Property.

TERM OF RIGHT-OF-ENTRY:

The Right-of Entry Agreement ("Agreement") shall be for a term of thirty-six (36) months from the effective date of the Agreement (see attached Agreement).

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Chapter 343, Hawaii Revised Statutes ("HRS"), as amended, and Hawaii Administrative Rules, Title 11, Department of Health, Chapter 200, Environmental Impact Statements Rules, Subchapter 8, 11-200-8(a)-5, Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource, the proposed use is exempt.

DCCA VERIFICATION:

Place of business registration confirmed:	YES <u>x</u>	NO
Registered business name confirmed:	YES <u>x</u>	NO
Applicant in good standing confirmed:	YES <u>x</u>	NO

APPLICANT REQUIREMENTS:

Navy shall:

- 1) Notify Grantor ("DOE") of all intended access or planned activity of Navy that could materially affect normal School operations;
- 2) Assume responsibility for all costs of conducting the work authorized under the Agreement;
- 3) Maintain all monitoring wells in good condition, including but not limited to, ensuring the monitoring wells are securely capped and clearly marked. The area surrounding each monitoring well shall be kept clear of debris so that the wells are clearly visible to Grantor. Grantee agrees to decommission all monitoring wells installed by Grantee on the Property by the end of the Term of this Agreement or at such other time agreed upon by Grantor and Grantee;
- 4) Give Grantor notice either in writing or by telephone if Grantee requires exclusive use of any portion of the Property;
- 5) Coordinate Grantee's entry onto the Property with Grantor as specified in the Agreement;
- 6) Require its contractors and consultants for the Project to follow standard practices and procedures to ensure the safety of students, teachers, and

- staff while working on the school campus of which the Property is a part; be responsible for initiating, maintaining and supervising all safety operations and programs in connection with the work; and be responsible to restrict access of students, teachers and staff to the areas where the contractors and consultants will be working, and;
- 7) In the event of the death of or injury to any person, or the loss of or damage to any property during the time that Grantee, its agents, servants, and employees are occupying or using the Property, the liability, if any, of Grantee therefor shall be to the extent allowed under the applicable provisions of the United States Federal Tort Claims Act, as amended.

REMARKS:

DOE requests the consent of BLNR in the issuance of the Right-of-Entry by DOE for Navy, acting by and through the Naval Facilities Engineering Command, access to Makalapa Elementary School ("MES") located at 4435 Salt Lake Boulevard, Honolulu, Hawaii 96818, further identified as Tax Map Key No. 9-9-075-028. The purpose of the request is to enable Navy to conduct environmental investigation and response work at the Property.

In December 2013, DOE encountered buried debris during excavation work to replace the Radford High School cinder running track with a synthetic track. Radford High School (RHS), 4361 Salt Lake Boulevard, Honolulu, Hawaii 96818, further identified as Tax Map Key No. 9-9-002:023, is adjacent to MES. Navy was informed of the discovery of the debris in January 2014. Since the discovery at RHS, the DOE, Hawaii State Department of Health ("DOH") and Navy have been working together to develop an appropriate remedy for the situation to ensure long-term protection of human health and the environment. Per DOH's recommendation, and as a precautionary measure, DOE conducted further tests for lead throughout the RHS and MES campuses. These tests showed the contamination of concern in the RHS track & field area is confined to the subsurface soil. No lead was detected above regulated levels in the surface soils of MES or RHS. However, the status of the subsurface soils is undefined.

The RHS athletic complex is on former Navy property that is adjacent to an existing Navy environmental cleanup site called the Makalapa Crater Geographic Study Area ("GSA"), Joint Base Pearl Harbor-Hickam ("JBPHH"). The Makalapa Crater site is currently being studied under the Navy's Environmental Restoration ("ERN") Program. The purpose of the Navy's ERN Program is to identify and clean up contamination from past Navy activities.

Due to the location and type of debris found at the RHS track & field, it is most likely part of past disposal actions by the Navy (e.g. salvage operations conducted in the area during World War II). The Navy is planning to perform environmental response actions under the ERN program. Cleanup/investigative actions for former Navy property areas will become part of the Navy's Makalapa Crater GSA project. The former Navy property

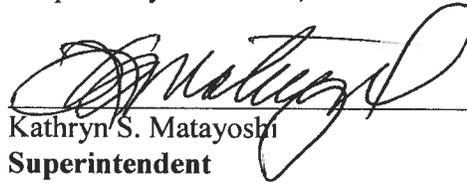
areas include the RHS athletic complex and MES playground.

Therefore, Navy is seeking access to MES in order to conduct further environmental investigation. A Navy summary of the existing conditions and plans for further study within the Makalapa Crater Geographic Study Area encompassing the Radford High School and Makalapa Elementary School campuses is shown in Exhibit "B".

RECOMMENDATION: That the Board:

1. Provide consent for Issuance of the Right-of-Entry by DOE for Navy access to Makalapa Elementary School, Tax Map Key No. 9-9-075:028.

Respectfully Submitted,



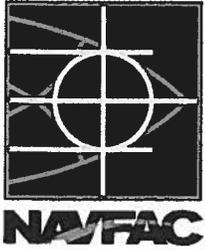
Kathryn S. Matayoshi  
Superintendent

APPROVED FOR SUBMITTAL:



William J. Aila Jr., Chairperson





# Remediation at Radford High School

## Makalapa Crater Geographic Study Area, Joint Base Pearl Harbor-Hickam, Oahu, Hawaii

Fact Sheet No. 1

August 2014

### INTRODUCTION

Between December 2013 - January 2014, the State Department of Education (DOE) construction contractor encountered buried debris and stained soil during excavation work to replace the old cinder running track at Radford High School (RHS) with a new all-weather (synthetic) track.

### BACKGROUND

The Hawaii Department of Health (DOH) Hazard Evaluation and Emergency Response (HEER) Office told the Navy about the DOE finding on January 24, 2014.

The debris was found to include asbestos containing material, chemical contaminants and small munitions related debris. The DOE took action to safely remove the asbestos material from the track area. Chemical analysis identified that a cleanup action was needed for the excavated soil, especially for arsenic, lead, mercury and dioxins.

In addition, one munitions related item was encountered by the DOE construction contractor. Air Force



Photo 1: Excavated debris at Radford track. (Photo from DOE)



Photo 2: Covered and fenced off debris. (Photo from DOE)

**Explosive Ordnance Disposal (EOD)** personnel visited the site and identified a small projectile fuze. Due to the item's deteriorated condition, it was removed from the site by EOD.

**Potential munitions related debris (similar to the fuze found) pose little hazard to the public if a soil cover is maintained. The soil cover also assures that handling does not occur.**

DOE stopped construction work and closed off the track and field in January, making sure the excavated soil was covered with sheeting and secured to prevent access to the material. DOE hired an environmental consultant who collected soil samples from the stockpiles, excavated debris and football field in February 2014.

DOH conducted X-Ray Fluorescence (XRF) sampling of surface soil and bare areas of the RHS campus and Makalapa Elementary School (MES) in March. The

Fact Sheet No. 01

Navy received sampling results from DOE and DOH in March.

- **Football Field**—Contaminant concentrations in soil samples taken from the surface of the football field are at levels that do not require a cleanup action.
- **Soil Piles/Excavated Track**—Cleanup action is needed. The stockpiled soil and soil at the bottom of the excavated areas along the track contains arsenic, lead, mercury and dioxins at levels that could be unsafe if humans are exposed to the soil.
- **Other Surface Soil Areas**—DOE/DOH confirmed that the remaining RHS and Makalapa Elementary School (MES) campus areas are safe for students through XRF sampling of the surface soils.

In April 2014, the DOE construction contractor informed DOE, DOH and the Navy that other possible munitions related debris were seen during work in December and January, prior to the site shut down. EOD

personnel again visited the site finding a few expended small arms ammunition cartridge casings. The DOE contractor later provided photos of items they found during excavation in December 2013 - January 2014. The photos show what appears to be an expended 5 inch projectile cartridge base. Based on this information, the Navy decided to reevaluate remediation plans and create a more comprehensive one that would not only address chemical contamination, but also possible munitions related items.

In May 2014, DOE notified the Navy that it's construction contractor transported some RHS excavated material to other locations during construction between December 2013 - January 2014. Since this information was revealed, the DOE, DOH and Navy have worked together to identify locations and coordinate cleanup actions for two offsite locations, one in Kaneohe and the other in Kapolei. Note: Both sites will be remediated by the Navy to make sure all safety and proper disposal actions are followed.

**Previous and current students who have used the track and field areas were not exposed to underground debris.**

**WHERE DID THE DEBRIS COME FROM?**

The RHS athletic complex is on former Navy property that is adjacent to an existing Navy environmental cleanup site called the Makalapa Crater Geographic

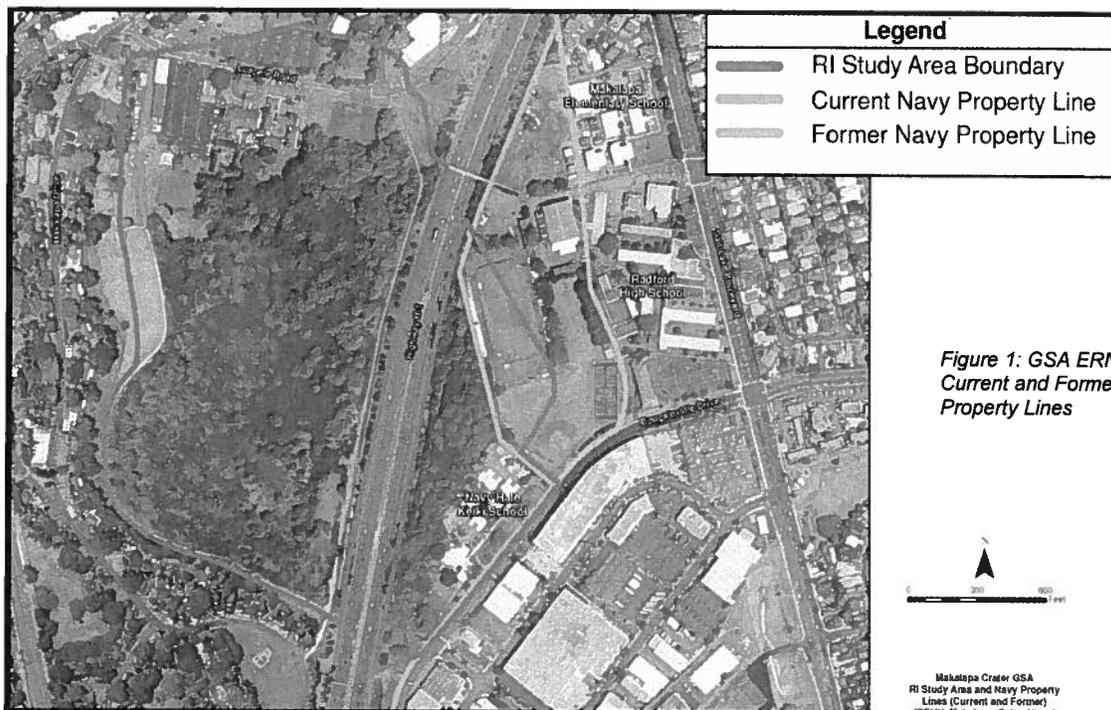


Figure 1: GSA ERN Site and Current and Former Navy Property Lines

Study Area (GSA), Joint Base Pearl Harbor-Hickam (JBPHH). The Makalapa Crater site is currently being studied under the Navy's Environmental Restoration (ERN) Program. The purpose of the Navy's ERN Program is to identify and cleanup contamination from past Navy activities.

Due to the location and type of debris found at RHS, it is most likely part of past disposal actions by the Navy (e.g. salvage operations conducted in the area during World War II). The Navy is planning to perform environmental response actions under the ERN program. Cleanup/investigative actions for former Navy property areas will become part of the Navy's Makalapa Crater GSA project. The former Navy property areas include the RHS athletic complex and MES playground.

Since the discovery at RHS, the DOE, DOH and Navy have been working together to develop an appropriate remedy for the situation to ensure long-term protection of human health and the environment.

## NAVY ACTION

Since January 2014, the Navy has been working on plans to conduct a cleanup of the RHS track and field, to allow the DOE to complete its track renovation project safely. In addition, the Navy has arranged for the cleanup of excavated material that was removed from RHS to two off-site locations.

Contracting actions began soon after the Navy was contacted about the discovery. Naval Facilities Engineering Command (NAVFAC) Hawaii environmental remediation personnel visited the site multiple times and put together two contracts (1) AECOM (awarded March 20, 2014) to perform initial soil and groundwater sampling, under an existing contract task order and (2) CAPE Environmental Management Inc. awarded April 22, 2014) to remove and dispose of stockpiled soil at RHS. The second contract was later altered to include additional planning for possible munitions related debris once that information became known in April. Both contracts were scheduled to move forward once access to the property is granted.

RHS and MES property does not currently belong to the Navy. Letters were sent to the City and County and the State requesting Right of Entry. Approval

to access the RHS track and field property was completed August 25, 2014.

## TIME CRITICAL REMOVAL ACTION

The Navy is coordinating an accelerated cleanup of the RHS track and field area under the Navy Environmental Restoration Program. The work will include:

- **Establish an Access Road**—A temporary access road will be built behind Navy Hale Keiki School, close to the H-1 Freeway, to reduce truck traffic at RHS and MES main student access from Salt Lake Boulevard. The road access road will exit onto Bougainville Drive.
- **Track**—There will be an additional excavation of the track to a depth of approximately 1 foot beyond where the DOE construction project intended to excavate. Then a geo-fabric barrier will be

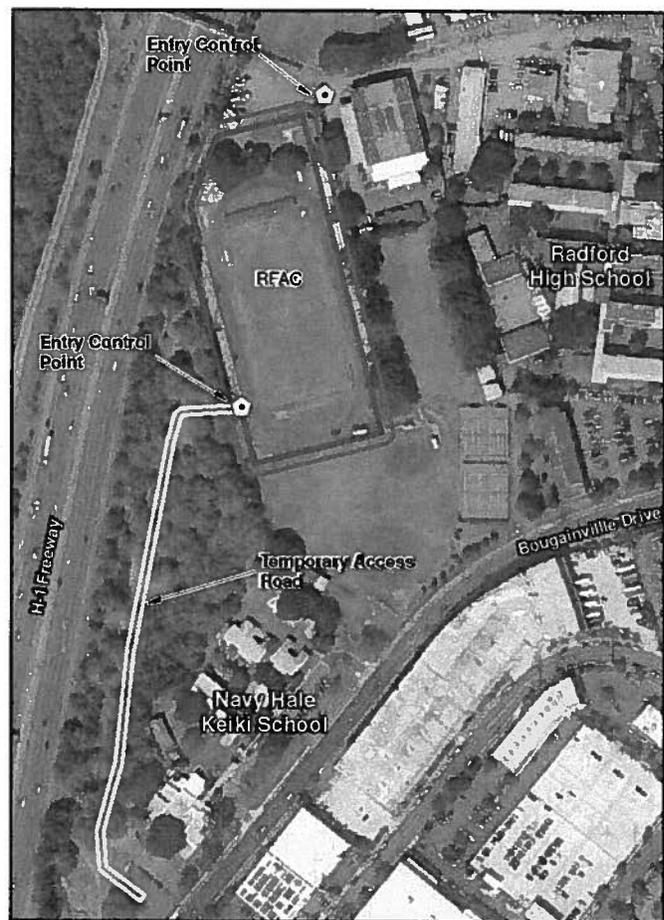
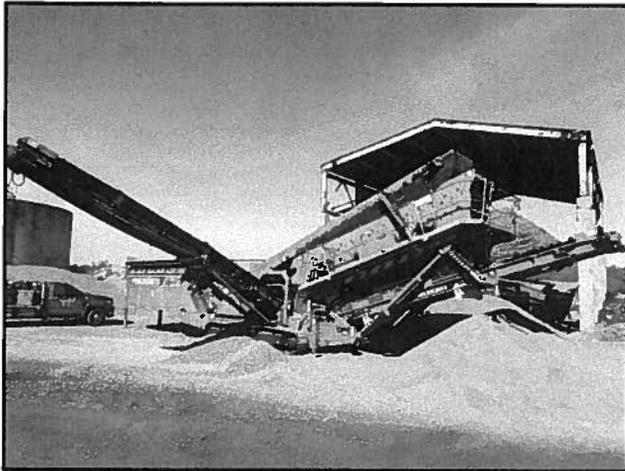


Figure 2: Map of RHS and Navy Hale Keiki School showing location of temporary access road.



*Photo 3: An orange geofabric liner will provide a protective barrier.*

*Photo 4: (below): A mechanical power screen will help separate debris.*



placed, followed by clean soil. This will protect construction workers from exposure while the track resurfacing is completed.

- **Football Field**—Even though the surface of the field is safe, the Navy will remove approximately 1 foot of clean soil and 1-3 foot of contaminated soil. The depth to be excavated depends on the depth/location of the irrigation system or utilities in the field. Then a geo-fabric barrier will be placed over contaminated soils and debris remaining at the bottom of the excavation, followed by clean soil. This will prevent exposure to buried debris during future maintenance or renovations.
- **Excavated Soil**—This material will be screened to remove any possible munitions related debris before the material is disposed. Certified personnel will ensure explosive hazards are safely addressed.
- **Transportation of Screened Material**—All material will be moved in properly covered trucks to an appropriate permitted disposal facility.

**NAVY TIMELINE**

Remediation work at RHS is scheduled from August 2014 - November 2014, with sodding of the football field to occur in late spring. Tentative dates are as follows:

- **Aug. 25 - Sept. 4:** Secure the site, establish access road, and bring equipment to the site.
- **Sept. 5 - mid-October:** Excavate contaminated soil, screening debris and properly dispose of material.
- **Mid-October:** Place geo-textile liner and clean soil.
- **November:** Shape football field with DOE's design.

Once the Navy completes all remediation work, the DOE's construction contractor will complete a new irrigation system for the football field and finish resurfacing the track.

In addition to the work planned for RHS as part of the Time-Critical Removal Action, the Navy is developing plans to conduct further sampling on the formerly owned Navy property on the RHS campus and MES playground area to evaluate the extent of buried debris. A determination will be made on whether more cleanup actions are required.

**WHAT'S NEXT?**

The current Time-Critical Removal Action and additional sampling results will be used to re-evaluate the area of the Makalapa Crater GSA Site around the former Navy property areas and determine if other action is needed under the Navy's ERN program. This evaluation and plans for any additional action will be shared with DOE, DOH and the public as part of the JBPHH Restoration Advisory Board (RAB) meetings. The RAB JBPHH meetings are typically held quarterly.

**For More Information**

All Makalapa Crater GSA site-related documents are available for review at the Navy information repositories established at the Pearl City Public Library and University of Hawaii's Hamilton Library.

For questions please contact Ms. Denise Emsley, Public Affairs Officer, Naval Facilities Engineering Command, Hawaii, (808) 471-7300 or [denise.emsley@navy.mil](mailto:denise.emsley@navy.mil).

## QUESTIONS/ANSWERS

### 1. When was the contaminated soil and debris found at the RHS track?

Between December 2013 - January 2014, the State Department of Education (DOE)'s construction contractor encountered buried debris and stained soil during excavation work to replace the old cinder running track at Radford High School (RHS) with a new all-weather (synthetic) track. Preliminary data in January determined that the soil is contaminated.

### 2. When did the Navy learn about the debris?

The Naval Facilities Engineering Command (NAVFAC) Hawaii was told by the Hawaii Department of Health (DOH) Hazard Evaluation and Emergency Response (HEER) Office on January 24, 2014 about the finding.

### 3. Where did the contaminated material originate?

NAVFAC Hawaii Navy environmental remediation specialists have determined that the material found at RHS track area is most likely part of past disposal actions by the Navy salvage yard operations and dredged wastes at its Makalapa Crater site adjacent to the H-1 Freeway and the school. That site is currently under a Remedial Investigation with data being evaluated and boring logs and analytical information reviewed. Historical aerial photos show the area of the track appears to have been built out from the side of the crater in the 1950s.

The Navy will take appropriate action to remediate the RHS track and field as necessary to create a safe environment for students and faculty at the school.

### 4. Who is responsible for the cleanup?

The Navy takes full responsibility for legacy contamination from past disposal practices and programs money to conduct clean ups from the most hazardous to the least. This site was unknown and is being treated as a Time-Critical Removal Action.

### 5. What is the extent or delineation of the buried, underground debris? Does it include RHS, MES and NHKS?

Full delineation of the buried debris will need to be determined. The discovery at RHS track was unexpected based on past understanding of the area. Our past understanding is as follows:

For the area WEST of H-1 Freeway, underground debris was observed; but seemed to be associated with construction type debris. Based the chemical data from our RI samples, the areas WEST of the H-1 Freeway are safe for current and future use. However, because our RI samples are from borings located ~200-300 feet apart, there is a reasonable possibility that there may be other pockets of contamination/debris that were missed and may need to be reevaluated.

For the Navy property EAST of H-1 Freeway (including NHKS and former Child Development Center area), there is underground contamination and debris. The buried material is approximately 2 feet below surface soil which makes the property safe for current use.

For RHS, the current finding identifies underground contaminated soil and debris in the track area.

For the surrounding areas of the RHS sports complex and MES playground, the Navy has not yet collected samples so the presence or extent of that material is unknown at this time. However, DOE has recently shared information of encountering underground debris on areas of the RHS sports complex and MES playground.

As far as the depth of contamination, it is not defined; however, the Navy has some soil borings showing debris as deep as 20-30 feet.

### 6. Are the students at RHS in any danger from the chemical contamination or the possible munitions related debris?

No, DOE covered and fenced off the contaminated excavated soil when they shut down the project site. Prior to excavation, the debris was underground and not accessible. As far as the possible munitions related debris, the Navy is confident that their location in the stockpiled material at RHS pose no danger to students or faculty at the school as long as they do not enter the closed off area.

Once remediation work begins, the site will be secured with established safety exclusion zones and certified personnel on hand to ensure any explosive hazards are safely addressed.

The Navy, DOH and DOE agree students are safe to continue to use the RHS and MES campuses while track and field construction is underway and during any additional investigation work in the near future.

**7. What safety measures will be taken to protect RHS, MES and Navy Hale Keiki School students during remediation efforts?**

The Navy takes safety very seriously and has been properly planning for this work to ensure that all operations are done appropriately. We will be taking a number of actions to protect all students, faculty, family members and the public during remediation work. This will include using experts in the environmental field to remediate the site and to conduct oversight.

- New Temporary Access Road – A temporary access road will be built behind Navy Hale Keiki School, close to the H-1 Freeway, to reduce truck traffic at RHS and MES main student access from Salt Lake Boulevard. The road access road will exit onto Bougainville Drive. It will be built with fencing and dust screens to protect students at NHKS.
- Securing the Site – The site will be secured with a safety standoff distance identified to ensure that all work on debris/potential munitions will not endanger a bystander.
- Installing Dust Screens/Fences – Best management practices will be employed to ensure dust does not leave remediation site, i.e. keeping soil moist to so it does not become airborne and covering various areas when not being remediated. In addition, dust screens and fences will be erected.
- Screening Debris – A special screening machine will be used to sift for all possible munitions related debris. Certified personnel will ensure explosive hazards are safely addressed.
- Transportation of Screened Material – All material will be moved in properly covered trucks to an appropriate permitted disposal facility.

**8. Why has this remediation project taken months to start?**

The Navy's main focus is the safety and health of the students, faculty, family members and the public

that work or play at RHS. Acquiring funding, awarding contracts, receiving access to non-Navy property, and special planning for work with chemical contamination and possible munitions related debris took time to complete. This Time-Critical Removal Action has moved exceedingly quickly for the complexity of the issues and the coordination of the remediation and restoration work required.

**9. What is the cost for this remediation action?**

The Navy has obtained funds for the RHS cleanup action. We have awarded approximately \$8 million to date.

**10. When will work commence?**

The Navy received right of entry access to RHS August 25, 2014 and began work that day.

**11. When will remediation work be completed?**

The cleanup is expected to take approximately three months. The estimated completion date is end of November 2014, with the exception that the Navy will schedule to sod the football field in late spring 2015.

**12. What will be the final results of this remediation action?**

The Navy's actions will make the RHS track and field safe for students as well as for construction workers to complete the track and any future maintenance or renovations of the football field.

**RIGHT OF ENTRY AGREEMENT  
BETWEEN THE STATE OF HAWAII  
AND THE UNITED STATES DEPARTMENT OF THE NAVY**

THIS RIGHT OF ENTRY AGREEMENT ("Agreement") is made and entered into, effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2014, ("Effective Date") by and between the State of Hawaii, acting by and through the Department of Education, ("Grantor") and the United States of America Department of the Navy, acting by and through the Naval Facilities Engineering Command, Hawaii ("Grantee"), and sets forth the terms and conditions covering Grantee's entry onto and use of certain property operated by Grantor; property known as Makalapa Elementary School ("School") located at 4435 Salt Lake Boulevard, Honolulu, Hawaii 96818, further identified as Tax Map Key No. 9-9-075:028.

**WITNESSETH:**

That for and in consideration of the mutual covenants hereinafter stated, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its employees, and independent contractors, a right to enter upon and use that certain parcel, within the area shown on Exhibit "A", attached hereto and made a part hereof, together with rights of ingress and egress (the "Property"), for the purpose of conducting environmental investigation and response work at the Property.

During the duration of this Agreement, Grantee shall notify Grantor for all intended access or planned activity of the Grantee that could materially affect normal School operations. Examples of such access or planned activity are, but are not limited to, any activity by Grantee that would:

- cause excessive noise or dust during normal school hours;
- restrict normal access to the Property during normal school hours; or
- require School to partially or completely limit normal school operations.

The Grantee shall not use nor permit any other party claiming by, through or under Grantee, except Grantee's duly authorized employees, agents, consultants, contractors, and other representatives (collectively, "Representatives"), to enter the Property or use the Property, and shall not use or permit use of the Property for any other purpose during the term set forth in this Agreement

2. All costs of conducting the work authorized under this Agreement shall be at the expense of Grantee.

3. This Agreement shall continue for thirty six (36) months from the Effective Date of this Agreement ("Term").

4. Grantee accepts the Property in the condition it is in at the time of commencement of this Agreement and acknowledges that Grantor has not made any representations concerning the condition of the Property.

5. Grantee may install monitoring wells to investigate and make test borings for soil, vapor, and groundwater sampling, and may carry out such other exploratory work as may be necessary to complete the investigation being made of the Property by Grantee. Grantee's rights hereunder are applicable to Grantee's designated Representatives.

6. Grantee agrees to maintain all monitoring wells in good condition, including but not limited to, ensuring the monitoring wells are securely capped and clearly marked. The area surrounding each monitoring well shall be kept clear of debris so that the wells are clearly visible to Grantor. Grantee agrees to decommission all monitoring wells installed by Grantee on the Property by the end of the Term of this Agreement or at such other time agreed upon by Grantor and Grantee.

7. Grantee shall have the right to exclusively use any portion of the Property for Grantee's investigation and response actions if such use is reasonably necessary for safety reasons and/or for the protection of human health and the environment. Grantee will give Grantor notice either in writing or by telephone if Grantee requires exclusive use of any portion of the Property.

8. In the event of the death of or injury to any person, or the loss of or damage to any property during the time that Grantee and/or its Representatives are occupying or using the Property, the liability, if any, of Grantee therefor shall be to the extent allowed under the applicable provisions of the United States Federal Tort Claims Act, as amended.

9. The Grantee will coordinate Grantee's entry onto the Property with Grantor as follows:

(a) For access to anywhere on Makalapa Elementary School site: Ms. Denise Arai, Principal. Notice will be delivered by certified mail to Makalapa Elementary School, located at 4435 Salt Lake Boulevard, Honolulu, Hawaii 96818 and by email notification to Denise\_Arai@notes.k12.hi.us

(b) For testing and remedial work throughout campus or restriction of access to the work area: Mr. Gary Bignami, Program Specialist. Notice will be delivered by certified mail to Office of the School Facilities & Support Services, c/o Kalani High School, TB1A, 4680 Kalaniana'ole Highway, Honolulu, HI 96821 and by email notification to Gary\_Bignami/OSFSS/HIDOE@notes.k12.hi.us

(c) Prior to any entry to or activity on the Property, the Grantee must receive acknowledgement of receipt in the form of a return receipt of Grantee's certified mail notification.

(d) In unanticipated situations, defined as inclement weather, equipment problems, unexpected site conditions, subcontractor coordination/scheduling, Grantee may give notification of scheduling changes to Grantor's staff identified above via e-mail or phone call within a shorter period of time than 10 days.

10. The Grantee shall ensure that its Representatives shall follow standard practices and procedures to ensure the safety of students, teachers, and staff while working at the School of which the Property is a part; be responsible for initiating, maintaining and supervising all safety operations and programs in connection with the work; and be responsible to restrict access of students, teachers and staff to the areas where the contractors and consultants will be working.

11. The Grantee shall, and shall ensure that its Representatives refrain from alcohol use and smoking while on the Property.

12. Insurance. The Grantee shall require its Representatives to purchase and maintain at Representatives' expense, the following insurance for the Term of this Agreement:

- a. Commercial General Liability (CGL) Policy. Commercial General Liability Insurance, including automobile accident liability, contingent liability, contractual liability, and products on the Property with a combined minimum single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.
- b. Workers' Compensation Policy. Workers' Compensation Insurance as required by applicable law.
- c. Employers' Liability Coverage. Employers' Liability Insurance with limits of liability no less than the minimum single limit of One Hundred Thousand Dollars (\$100,000).

The aforesaid insurance policies (except for the Workers' Compensation Policy) shall name the Grantor as an additional insured.

13. Neither this Agreement nor any interest herein may be assigned, sold or transferred by Grantee to any other person, whether voluntarily or as operation of law, except with the prior written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion. This Agreement shall be binding upon and inure to the benefit of Grantee and Grantor and their respective successors and permitted assigns. This Agreement and the exhibits hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Except as required by law, neither this instrument nor a short form, memorandum or assignment hereof shall be filed or recorded in any public office without Grantor's prior written consent which consent may be withheld by Grantor in its sole and absolute discretion. The exhibits hereto and each and every provision thereof are incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the dates written below and to be effective as of the Effective Date.

STATE OF HAWAII, DEPARTMENT OF EDUCATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

GRANTOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii

DEPARTMENT OF THE NAVY

BY: \_\_\_\_\_

TITLE: Senior Realty Specialist  
Naval Facilities Engineering Command, Hawaii  
Real Estate Contracting Officer

DATE: \_\_\_\_\_

GRANTEE