



**STATE OF HAWAII  
OFFICE OF HAWAIIAN AFFAIRS  
560 NORTH NIMITZ HIGHWAY, SUITE 200  
HONOLULU, HAWAII 96817**

**January 13, 2016**

REQUEST FOR QUALIFICATIONS (RFQ) HLID 2015-01

**RELATING TO THE HĀLAWA-LULUKU INTERPRETIVE  
DEVELOPMENT PROJECT – HALAWA STEWARDSHIP**

**ADDENDUM-02 – Response to Request for Information (RFI) -- Halawa**

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Submitter: Jan Beckett, on behalf of NKNKHI\* Board

\*NKNKHI: Na Kupuna a Me Na Kako‘o O Halawa, Inc.

Questions

**1.Q. Is there a set definition of the stewardship in question, or is it to be negotiated as the MOA/SMP and U&O Agreement are developed? The NKNKHI Board members are specifically trying to understand (1) access rights for all stakeholders – and in that context, specifically the obligations of the selected HLID steward; and (2) the extend of existence and management of access rights in the valley generally, beyond the “area of repaired sites” (9.75 acres)**

1.A

As specified in Section 2.3 (Scope of Work) of the RFQ, a detailed scope of work for stewardship is to be worked out between HLID and the Steward during the writing of the Memorandum of Agreement (MOA). The scope of work will be focused on completing the expectations of the stewards as detailed in Section 2.2 of the RFQ. Primarily, the scope of work is meant to specify how the following expectations will be completed: (1) Stewardship Management Plan; (2) Business Plan; (3) Liability

insurance acquisition; (4) Interim Cultural Site Maintenance Plan; (5) Approved Interim Site Maintenance; (6) Stewardship participation in any site rehabilitation work; and (7) HDOT U&O acquisition. We ask that all applicants (submitters) sign and acknowledge these expectations on the Statement of Qualifications form (RFQ Attachment A, page 2). Ultimately, HLID feels that when these expectations are completed, the steward will have the necessary tools to enable a successful Use & Occupancy agreement with the land owner, HDOT. This is crucial for the long term care of the HLID project sites and any structures built by HLID.

Because the specific capacity of the steward was not known at the time of the drafting of the RFQ, HLID thought it best that the specific scope of work for the steward be defined later (in the MOA) in collaboration with the steward. These specifics regarding the scope are to be worked out in the MOA. This is detailed in Section 1.25 of the RFQ. HLID also felt that this flexible scope crafting was more appropriate since the stewardship work is not for monetary compensation. HLID wants stewardship (as defined in the scope of work) to be collaborative and beneficial to all parties involved.

**2.Q. Because of the history specific to this complex and to the construction of the H3 Freeway, there are a number of cultural practitioners, who are 1) not members of NKNKHI, and 2) not members of other formal organizations, but who nevertheless may wish to enter the valley to engage in cultural practices. This group includes people who in the future may discover genealogical or other ties to Halawa. Some of these people may not wish to work with or gain access through NKNKHI, but still need vehicular access to the complex. What provisions or avenues are possible in such situations? Are all access decisions to be made by NKNKHI, or could the U&O agreement apply only to access by members of NKNKHI for its own activities, and to access by organizations bound by the U&O and MOA agreements with NKNKHI? In that case, which alternate avenues would exist for gaining access by individual cultural practitioners?**

2.A.

HLID would like to make it clear that all HLID Project lands are the property of HDOT. It is our understanding that HDOT owns most of North Halawa Valley from ridge to ridge. For specific property boundaries, we encourage anyone to look up the exact TMK (Tax Map Key) information on the Honolulu Land Information System website (HoLIS) and contact HDOT directly. Only the land owner has the ability to govern the control (subject to the right of native tenants) of access to anyone or organizations. Since HDOT is the land owner, a Use & Occupancy (U&O) agreement with HDOT must be obtained by the steward. HLID assumes that specific parameters in the U&O will be in place governing how stewards will access the HLID project areas and what precautions and protocols are to be in place for anyone (i.e., volunteers,

visitors, students) visiting the HLID sites under the steward's programs and partnerships. Ideally, site use will be well defined in the Stewardship Management Plan (SMP). Anyone attempting to visit the site that is not part of the recognized steward organization, program, or partnership is to do so via HDOT. It is not the responsibility of the steward to control access to the HLID Project Area or the rest of the valley. However, the steward may elect to report any unauthorized access (i.e., illegal hunting, vandals, or thieves) to the land owner if they choose. Anyone visiting or trespassing on HDOT land that is not part of the steward organization, program, or partnership will not be covered under the liability insurance to be acquired by the selected steward.

As specified in Section 2.1.1 of the RFQ, stewardship work and responsibilities are restricted to the HLID Project Areas. This includes up valley Sites 50-80-10-2137 and -2010; and the under the viaduct area. Locations of these areas are specified in Attachment B, page 11, of the RFQ.

As detailed in Section 2.4 of the RFQ, any maintenance and use of the built contemporary structures by HLID will be the responsibility of the stewards. HLID assumes that the U&O with HDOT will have specifics regarding the security, use and access of these built contemporary structures. The use of these contemporary structures would likely be solely controlled by the responsible steward who will have protocols in place for facility use.

**3.Q. It is understood that the organization chosen for steward of Halawa needs to have liability insurance in place. However, please offer specific details about insurance against fire, flood and vandalism. Since the buildings are owned by HDOT, please verify that HDOT will be carrying basic insurance on them.**

3.A

At this time, it is unclear if the selected steward will be responsible for fire, flood, and vandalism insurance for the built structures. HDOT believes this is to be worked out in the Use & Occupancy agreement. It is likely that the state may need to be listed as "additionally insured" or some kind of renter's insurance will need to be obtained.

The steward insurance requirements of what we know for sure so far are detailed in Section 5.19 of the RFQ.

End of Addendum 02