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Department of Hawaiian Home Lands - Land Development Division

SIGN-IN SHEET

IFB-17 -HHL-008	The Contractor shall perform complete operation, maintenance and repair services including inspections and emergency calls for all pumps, reservoirs, distribution water lines, telemetering systems, equipment and other appurtenances included under the contract, in accordance with the manufacturer's specifications and recommended time intervals.
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INSTRUCTIONS

Read this packet carefully. If you have any questions, please call Richard Speer, LDD Project Manager, at 808-620-9287 or email to richard.a.speer@hawaii.gov

Note: Please fax this sheet to 620-9299, mail or email to kehaulani.a.quartero@hawaii.gov after downloading this document from the Department of Hawaiian Home Lands website.

Pre-Bid Conference/Site Inspection:	Date: January 30, 2017 Time: 9:00 am Location: Kauai District Office, 3060 Eiwa Street, Room 203, Lihue, HI 96766
Notice of Intention to Bid must be received by:	Date: February 3, 2017 Time: 2:00 pm Location: 91-5420 Kapolei Parkway, Kapolei, HI 96707 Submittal of a Notice of Intention to Bid via facsimile at (808)620-9299 or email to kehaulani.a.quartero@hawaii.gov is acceptable.
Bid Offer Form due:	Date: February 15, 2017 Time: 2:00 pm Location: 91-5420 Kapolei Parkway, Kapolei, HI 96707
Bid Opening:	Date: February 15, 2017 Time: 2:00 pm Location: Hale Kalaniana'ole 91-5420 Kapolei Parkway Kapolei, HI 96707
Company: _____	Date: _____
Address: _____	
Phone No. _____	Cell No. _____
Fax No. _____	
Email Address: _____	
Contact Person: _____	

Signature of Person Downloading Packet (Print Name & Title after signature)

**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-17-HHL-008**

SEALED BIDS for IFB No.: IFB-17-HHL-008, OPERATION AND MAINTENANCE OF THE ANAHOLA WATER SYSTEM EMERGENCY CALL OUT SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM, County of Kauai, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, until **2:00 p.m., Hawaii Standard Time (H.S.T.) February 15, 2017**, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered anywhere other than as specified above will not be considered.

The Contractor shall perform complete operation, maintenance and repair services including inspections and emergency calls for all pumps, reservoirs, distribution water lines, telemetering systems, equipment and other appurtenances included under the contract, in accordance with the manufacturer's specifications and recommended time intervals.

To be eligible to submit a bid, the Bidder and/or his subcontractors shall possess all required valid State of Hawaii licenses and specialty licenses needed to perform the work for this project. A surety bid bond will be required for this Invitation for Bids (IFB).

This project is subject to Section 103-D, Hawaii Revised Statutes, and 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.

Bid documents may be examined at or obtained from DHHL at the Department of Hawaiian Home Lands website:

<http://www.dhhl.hawaii.gov/procurement/>

There is no fee assessment to download the IFB documents from the DHHL website.

It is the responsibility of Interested Bidders to check the DHHL website for any addenda issued by DHHL.

All prospective bidders/offerors are invited to attend a PRE-BID CONFERENCE to be held **9:00 a.m., H.S.T, on January 30, 2017**, at the Anahola Tank project site, TMK: 4-8-005:037, Hokualele Road (see attached map). Subcontractors and union representatives are also invited to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and technical aspects of the project. A site visit of the project site will follow the pre-bid conference. Attendance of the pre-bid conference and/or site visit is not a condition for submitting a bid, but strongly recommended. Persons needing special accommodations due to a disability may submit such requests to Richard Speer, Land Development Division, via facsimile at (808) 620-9299, or e-mail to richard.a.speer@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than February 3, 2017. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299, or e-mail to richard.a.speer@hawaii.gov is acceptable.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted by mail or hand-delivery to the DHHL Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 for evaluation no later than ten calendar days prior to the day designated for opening bids. The Questionnaire is include with the bid documents, and can be downloaded at the State Forms Central website:

<http://spo.hawaii.gov/all-forms/>

Bids shall comply with the requirements of the IFB. Bids that do not comply with the IFB may be subject to disqualification. DHHL reserves the right to amend the IFB by written addenda, to reject any and all bids, or to waive any defects in said bids where DHHL deems it is in the best interest of the State.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS PROHIBITED. If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

Questions regarding this project may be directed in writing to Richard Speer, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or e-mail to richard.a.speer@hawaii.gov.

Dated at Honolulu, Hawaii, this 23rd day of January, 2017.

DEPARTMENT OF HAWAIIAN HOME LANDS


Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Posted on the internet at: <http://spo3.hawaii.gov/notices/notices>



State of Hawai'i
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Princess Ruth Ke'elikolani Building
830 Punchbowl Street
Honolulu, Hawai'i 96813

September 19, 2016
WAGE RATE SCHEDULE BULLETIN NO. 488

This schedule of wage rates contained herein is recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Chapter 104, Hawai'i Revised Statutes. The schedule of wage rates determines the applicable wage determination for each classification and does not impose any staffing requirements for any classification. The schedule of wage rates is applicable only to those laborers and mechanics employed at the site of work.

As required by law, future wage rates for laborers and mechanics are incorporated into this bulletin based on available information and are subject to change. Whenever the Director determines that the prevailing wage has increased as shown in the wage rate schedule, the contractor must increase the wages accordingly during the performance of the contract. For addenda or additional wage rate schedules, please consult the Internet at <http://labor.hawaii.gov/rs>.

The Apprentice Schedule is available on the Internet or upon request from the Research and Statistics Office. Pursuant to Section 12-22-6 (1), Hawai'i Administrative Rules, the Apprentice Schedule is applicable only to apprentices who are parties to apprenticeship agreements registered with or recognized by the Department of Labor and Industrial Relations.

Questions on the schedule should be referred to the Research and Statistics Office at (808) 586-9005.

The next regular schedule will be issued on or about February 15, 2017.

LINDA CHU TAKAYAMA
Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
LINDA CHU TAKAYAMA, Director

RESEARCH AND STATISTICS OFFICE
PHYLLIS DAYAO, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Janet Kaya, Supervisor

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
* ASPHALT PAVING GROUP:	9/19/16												
Asphalt Concrete Material Transfer	\$71.14	\$40.67	\$30.47	-	-	-	-	-	-	-	-	-	13
Asphalt Raker	\$70.18	\$39.71	\$30.47	-	-	-	-	-	-	-	-	-	13
Asphalt Spreader Operator	\$71.66	\$41.19	\$30.47	-	-	-	-	-	-	-	-	-	13
Laborer, Hand Roller	\$67.41	\$36.94	\$30.47	-	-	-	-	-	-	-	-	-	13
Roller Operator (5 tons and under)	\$69.91	\$39.44	\$30.47	-	-	-	-	-	-	-	-	-	13
Roller Operator (over 5 tons)	\$71.34	\$40.87	\$30.47	-	-	-	-	-	-	-	-	-	13
Screed Person	\$71.14	\$40.67	\$30.47	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$70.18	\$39.71	\$30.47	-	-	-	-	-	-	-	-	-	13
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$69.20	\$38.73	\$30.47	-	-	-	-	-	-	-	-	-	13
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$71.14	\$40.67	\$30.47	-	-	-	-	-	-	-	-	-	13
Grader, Soil Stabilizer, Cold Planer	\$71.97	\$41.50	\$30.47	-	-	-	-	-	-	-	-	-	13
Loader (2-1/2 cu. yds. and under)	\$71.14	\$40.67	\$30.47	-	-	-	-	-	-	-	-	-	13
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$71.46	\$40.99	\$30.47	-	-	-	-	-	-	-	-	-	13
TRUCK DRIVER:													
Assistant to Engineer	\$69.91	\$39.44	\$30.47	-	-	-	-	-	-	-	-	-	13
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$71.46	\$40.99	\$30.47	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$71.14	\$40.67	\$30.47	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$71.46	\$40.99	\$30.47	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$70.18	\$39.71	\$30.47	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$70.49	\$40.02	\$30.47	-	-	-	-	-	-	-	-	-	13
Tractor Trailer (hauling equipment)	\$71.57	\$41.10	\$30.47	-	-	-	-	-	-	-	-	-	13
Utility, Flatbed	\$69.91	\$39.44	\$30.47	-	-	-	-	-	-	-	-	-	13
* BOILERMAKER	9/19/16												
	\$63.88	\$34.43	\$29.45	-	-	-	-	-	-	-	-	-	13
CARPENTER:	8/29/16						9/4/17			9/3/18			
Carpenter; Patent Scaffold Erector (14 feet and over); Piledriver; Pneumatic Nailer	\$66.86	\$45.65	\$21.21	-	-	-	\$68.91	\$47.45	\$21.46	\$71.16	\$49.45	\$21.71	1,12,13
Millwright	\$67.11	\$45.90	\$21.21	-	-	-	\$69.16	\$47.70	\$21.46	\$71.41	\$49.70	\$21.71	1,12,13
Power Saw Operator (2 h.p. & above)	\$67.01	\$45.80	\$21.21	-	-	-	\$69.06	\$47.60	\$21.46	\$71.31	\$49.60	\$21.71	1,12,13
* CEMENT FINISHER:	9/19/16						9/4/17			9/3/18			
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$65.64	\$38.50	\$27.14	-	-	-	\$67.28	\$39.10	\$28.18	\$68.83	\$39.80	\$29.03	2,12,13
Trowel Machine Operator	\$65.79	\$38.65	\$27.14	-	-	-	\$67.43	\$39.25	\$28.18	\$68.98	\$39.95	\$29.03	2,12,13
CHAIN-LINK FENCE ERECTOR	10/5/15			10/3/16			10/2/17			10/1/18			
	\$32.40	\$20.10	\$12.30	\$34.45	\$21.30	\$13.15	\$36.55	\$22.60	\$13.95	\$38.75	\$24.00	\$14.75	10,13

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
* CHLORINATOR	9/19/16												
	\$31.92	\$28.90	\$3.02	-	-	-	-	-	-	-	-	-	
* DIVER:	9/19/16												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$84.29	\$54.38	\$29.91	-	-	-	-	-	-	-	-	-	13
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$93.66	\$63.75	\$29.91	-	-	-	-	-	-	-	-	-	13
Stand-By Diver (Aqua Lung) (Scuba)	\$74.91	\$45.00	\$29.91	-	-	-	-	-	-	-	-	-	13
Diver (Other than Aqua Lung)	\$93.66	\$63.75	\$29.91	-	-	-	-	-	-	-	-	-	3,13
Stand-By Diver (Other than Aqua Lung)	\$74.91	\$45.00	\$29.91	-	-	-	-	-	-	-	-	-	3,13
Tender (Other than Aqua Lung)	\$71.88	\$41.97	\$29.91	-	-	-	-	-	-	-	-	-	13
* DRAPERY INSTALLER	9/19/16												
	\$23.61	\$21.00	\$2.61	-	-	-	-	-	-	-	-	-	
DRYWALL INSTALLER	8/29/16						9/4/17			9/3/18			
	\$67.11	\$45.90	\$21.21	-	-	-	\$69.16	\$47.70	\$21.46	\$71.41	\$49.70	\$21.71	12,13
* ELECTRICIAN (Note: 2 increases per year starting from 2017)	9/19/16						2/19/17			2/18/18			
Cable Splicer (inside/outside)	\$78.27	\$50.49	\$27.78	-	-	-	\$79.61	\$51.54	\$28.07	\$82.47	\$53.68	\$28.79	4,13
Ground Worker (outside)	\$57.86	\$34.43	\$23.43	-	-	-	\$58.75	\$35.14	\$23.61	\$60.77	\$36.60	\$24.17	4,13
Heavy Equipment Operator (outside)	\$66.61	\$41.31	\$25.30	-	-	-	\$67.70	\$42.17	\$25.53	\$70.08	\$43.92	\$26.16	4,13
Line Installer (outside); Wire Installer (inside)	\$72.45	\$45.90	\$26.55	-	-	-	\$73.66	\$46.85	\$26.81	\$76.27	\$48.80	\$27.47	4,13
							8/20/17			8/26/18			
Cable Splicer (inside/outside)	-	-	-	-	-	-	\$81.03	\$52.58	\$28.45	\$83.98	\$54.78	\$29.20	4,13
Ground Worker (outside)	-	-	-	-	-	-	\$59.77	\$35.85	\$23.92	\$61.83	\$37.35	\$24.48	4,13
Heavy Equipment Operator (outside)	-	-	-	-	-	-	\$68.88	\$43.02	\$25.86	\$71.31	\$44.82	\$26.49	4,13
Line Installer (outside); Wire Installer (inside)	-	-	-	-	-	-	\$74.96	\$47.80	\$27.16	\$77.65	\$49.80	\$27.85	4,13
Telecommunication Worker	8/28/16						9/3/17						
Licensed Technician	\$40.78	\$28.79	\$11.99	-	-	-	\$42.13	\$29.94	\$12.19	-	-	-	13
Technician I / Splicer	\$39.09	\$27.35	\$11.74	-	-	-	\$40.38	\$28.44	\$11.94	-	-	-	13
ELEVATOR CONSTRUCTOR MECHANIC	2/15/16												
	\$84.275	\$54.29	\$29.985	-	-	-	-	-	-	-	-	-	13

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
*EQUIPMENT OPERATOR:	9/19/16												
Group 1	\$69.60	\$39.69	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 2	\$69.71	\$39.80	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 3	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 4	\$70.15	\$40.24	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 5	\$70.46	\$40.55	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 6	\$71.11	\$41.20	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 7	\$71.43	\$41.52	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 8	\$71.54	\$41.63	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 9	\$71.65	\$41.74	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 9A	\$71.88	\$41.97	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 10	\$71.94	\$42.03	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 10A	\$72.09	\$42.18	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 11	\$72.24	\$42.33	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 12	\$72.60	\$42.69	\$29.91	-	-	-	-	-	-	-	-	-	5,13
Group 12A	\$72.96	\$43.05	\$29.91	-	-	-	-	-	-	-	-	-	5,13
FENCE ERECTOR (CHAIN-LINK TYPE)													
See Chain-Link Fence Erector	-	-	-	-	-	-	-	-	-	-	-	-	
*FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	9/19/16						2/26/17			3/4/18			
	\$58.49	\$32.00	\$26.49	-	-	-	\$60.73	\$33.00	\$27.73	\$63.47	\$34.15	\$29.32	13
*GLAZIER	9/19/16												
	\$65.12	\$35.78	\$29.34	-	-	-	-	-	-	-	-	-	6,13
*HELICOPTER WORK:	9/19/16												
Airborne Hoist Operator	\$73.46	\$43.55	\$29.91	-	-	-	-	-	-	-	-	-	13
Co-Pilot	\$73.60	\$43.69	\$29.91	-	-	-	-	-	-	-	-	-	13
Pilot	\$73.77	\$43.86	\$29.91	-	-	-	-	-	-	-	-	-	13
INSULATOR	9/21/15						9/3/17			9/2/18			
	\$63.15	\$39.65	\$23.50	-	-	-	\$64.40	\$40.50	\$23.90	\$65.10	\$41.00	\$24.10	7,13
*IRONWORKER:	9/19/16												
Reinforcing, Structural	\$68.66	\$37.75	\$30.91	-	-	-	-	-	-	-	-	-	8,13
LABORER:	8/29/16						9/4/17			9/3/18			
Driller	\$54.76	\$36.35	\$18.41	-	-	-	\$56.66	\$37.40	\$19.26	\$58.66	\$38.40	\$20.26	1,13
Guniting Operator or Shotcrete Operator	\$54.26	\$35.85	\$18.41	-	-	-	\$56.16	\$36.90	\$19.26	\$58.16	\$37.90	\$20.26	1,13
High Scaler (Working Suspended)	\$54.26	\$35.85	\$18.41	-	-	-	\$56.16	\$36.90	\$19.26	\$58.16	\$37.90	\$20.26	13
Laborer I	\$53.76	\$35.35	\$18.41	-	-	-	\$55.66	\$36.40	\$19.26	\$57.66	\$37.40	\$20.26	1,13
Laborer II	\$51.16	\$32.75	\$18.41	-	-	-	\$53.06	\$33.80	\$19.26	\$55.06	\$34.80	\$20.26	1,13
Light/Final Clean-up (Janitorial) Laborer	\$41.04	\$26.75	\$14.29	-	-	-	\$42.94	\$27.80	\$15.14	\$44.92	\$28.80	\$16.12	1,13
Mason Tender/Hod Carrier	\$54.26	\$35.85	\$18.41	-	-	-	\$56.16	\$36.90	\$19.26	\$58.16	\$37.90	\$20.26	1,13
Powder Blaster	\$54.76	\$36.35	\$18.41	-	-	-	\$56.66	\$37.40	\$19.26	\$58.66	\$38.40	\$20.26	1,13
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$53.26	\$34.85	\$18.41	-	-	-	\$55.16	\$35.90	\$19.26	\$57.16	\$36.90	\$20.26	13

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
LANDSCAPER:	8/29/16						9/4/17			9/3/18			
Landscape & Irrigation Laborer A	\$35.52	\$24.25	\$11.27	-	-	-	\$36.82	\$24.85	\$11.97	\$38.18	\$25.50	\$12.68	
Landscape & Irrigation Laborer B	\$36.22	\$24.95	\$11.27	-	-	-	\$37.62	\$25.65	\$11.97	\$39.08	\$26.40	\$12.68	
Landscape & Irrigation Maintenance Laborer	\$31.52	\$20.25	\$11.27	-	-	-	\$32.62	\$20.65	\$11.97	\$33.78	\$21.10	\$12.68	
LATHER	8/29/16						9/4/17			9/3/18			
	\$67.11	\$45.90	\$21.21	-	-	-	\$69.16	\$47.70	\$21.46	\$71.41	\$49.70	\$21.71	12,13
* MASON; Bricklayer;	9/19/16						9/4/17						
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$66.33	\$39.11	\$27.22	-	-	-	\$68.03	\$39.76	\$28.27	-	-	-	2,13
Pointer-Caulker-Weatherproofer	\$66.58	\$39.36	\$27.22	-	-	-	\$68.28	\$40.01	\$28.27	-	-	-	2,13
PAINTER:	2/15/16												
Painter; Spray Painter; Sandblaster or Waterblaster	\$62.77	\$34.85	\$27.92	-	-	-	-	-	-	-	-	-	
* PLASTERER:	9/19/16						9/4/17			9/3/18			
	\$66.93	\$39.79	\$27.14	-	-	-	\$68.72	\$40.54	\$28.18	\$70.37	\$41.34	\$29.03	2,12,13
PLUMBER: (Note: 2 increases per year starting from 2017)	7/3/16						1/1/17			1/7/18			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$65.83	\$40.85	\$24.98	-	-	-	\$66.60	\$41.35	\$25.25	\$68.12	\$42.35	\$25.77	9,13
							7/2/17			7/1/18			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	-	-	-	\$67.35	\$41.85	\$25.50	\$68.87	\$42.85	\$26.02	9,13
* ROOFER:	9/19/16												
Shingle, Tile, Built-up Roofing	\$57.78	\$39.85	\$17.93	-	-	-	-	-	-	-	-	-	
Coal Tar Pitch	\$97.63	\$79.70	\$17.93	-	-	-	-	-	-	-	-	-	
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
SHEETMETAL WORKER (Note: 2 increases per year starting from 2017)	8/28/16						2/26/17			3/4/18			
	\$65.91	\$40.59	\$25.32	-	-	-	\$67.20	\$41.29	\$25.91	\$69.23	\$42.20	\$27.03	13
	-	-	-	-	-	-	9/3/17			9/2/18			
				-	-	-	\$68.33	\$41.80	\$26.53	\$69.99	\$42.55	\$27.44	13
TAPER	1/1/16						1/1/17						
	\$63.80	\$41.50	\$22.30	-	-	-	\$65.90	\$42.00	\$23.90	-	-	-	
* TERMITE TREATER	9/19/16												
	\$13.00	\$13.00	\$0.00	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
* TERRAZZO:	9/19/16						9/4/17			9/3/18			
Terrazzo Setter	\$67.12	\$40.20	\$26.92	-	-	-	\$68.92	\$40.95	\$27.97	\$70.52	\$41.70	\$28.82	2,13
Terrazzo Base Grinder	\$65.31	\$38.39	\$26.92	-	-	-	\$67.11	\$39.14	\$27.97	\$68.71	\$39.89	\$28.82	2,13
Certified Terrazzo Floor Grinder and Tender	\$63.76	\$36.84	\$26.92	-	-	-	\$65.56	\$37.59	\$27.97	\$67.16	\$38.34	\$28.82	2,13
Terrazzo Floor Grinder	\$60.76	\$33.84	\$26.92	-	-	-	\$62.56	\$34.59	\$27.97	\$64.16	\$35.34	\$28.82	2,13
* TILE SETTER:	9/19/16						9/4/17			9/3/18			
Ceramic Hard Tile; Marble Setter	\$67.12	\$40.20	\$26.92	-	-	-	\$68.92	\$40.95	\$27.97	\$70.52	\$41.70	\$28.82	2,13
Certified Ceramic Tile & Marble Helper	\$63.76	\$36.84	\$26.92	-	-	-	\$65.56	\$37.59	\$27.97	\$67.16	\$38.34	\$28.82	2,13
* TRUCK DRIVER:	9/19/16												
Concrete Mixer	\$31.79	\$28.71	\$3.08	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$46.76	\$33.53	\$13.23	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons)	\$70.15	\$40.24	\$29.91	-	-	-	-	-	-	-	-	-	13
Flatbed, Utility, etc.	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	13
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$71.54	\$41.63	\$29.91	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Rock Cans, or Semi-Dump	\$71.11	\$41.20	\$29.91	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$71.43	\$41.52	\$29.91	-	-	-	-	-	-	-	-	-	13
Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$70.46	\$40.55	\$29.91	-	-	-	-	-	-	-	-	-	13
UNDERGROUND LABORER:	8/29/16						9/4/17			9/3/18			
Worker in a raise, shaft, or tunnel.													
Group 1	\$54.36	\$35.95	\$18.41	-	-	-	\$56.26	\$37.00	\$19.26	\$58.26	\$38.00	\$20.26	13
Group 2	\$55.86	\$37.45	\$18.41	-	-	-	\$57.76	\$38.50	\$19.26	\$59.76	\$39.50	\$20.26	13
Group 3	\$56.36	\$37.95	\$18.41	-	-	-	\$58.26	\$39.00	\$19.26	\$60.26	\$40.00	\$20.26	13
Group 4	\$57.36	\$38.95	\$18.41	-	-	-	\$59.26	\$40.00	\$19.26	\$61.26	\$41.00	\$20.26	13
Group 5	\$57.61	\$39.20	\$18.41	-	-	-	\$59.51	\$40.25	\$19.26	\$61.51	\$41.25	\$20.26	13
Group 6	\$57.71	\$39.30	\$18.41	-	-	-	\$59.61	\$40.35	\$19.26	\$61.61	\$41.35	\$20.26	13
Group 7	\$57.96	\$39.55	\$18.41	-	-	-	\$59.86	\$40.60	\$19.26	\$61.86	\$41.60	\$20.26	13
Group 8	\$58.41	\$40.00	\$18.41	-	-	-	\$60.31	\$41.05	\$19.26	\$62.31	\$42.05	\$20.26	13

WAGE RATE SCHEDULE BULLETIN NO. 488

Classification	Current			2016			2017			2018			Remarks See Pg 7-9
	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate										
* WATER FRONT CONSTRUCTION (DREDGING):	9/19/16												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$72.60	\$42.69	\$29.91	-	-	-	-	-	-	-	-	-	11,13
Mechanic; Welder; Watch Engineer	\$71.94	\$42.03	\$29.91	-	-	-	-	-	-	-	-	-	13
Deckmate; Bargemate	\$71.54	\$41.63	\$29.91	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand; Barge Worker	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	13
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$72.24	\$42.33	\$29.91	-	-	-	-	-	-	-	-	-	13
Mechanic; Welder	\$71.94	\$42.03	\$29.91	-	-	-	-	-	-	-	-	-	13
Watch Engineer (steam or electric)	\$72.09	\$42.18	\$29.91	-	-	-	-	-	-	-	-	-	13
Dozer Operator	\$71.88	\$41.97	\$29.91	-	-	-	-	-	-	-	-	-	13
Deckmate	\$71.54	\$41.63	\$29.91	-	-	-	-	-	-	-	-	-	13
Winch Operator (stern winch on dredge)	\$71.43	\$41.52	\$29.91	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	13
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$72.60	\$42.69	\$29.91	-	-	-	-	-	-	-	-	-	13
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$71.54	\$41.63	\$29.91	-	-	-	-	-	-	-	-	-	13
Saurman Type Dragline (over 5 cu. yds.)	\$71.94	\$42.03	\$29.91	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	13
BOAT OPERATORS:													
Master Boat Operator	\$72.24	\$42.33	\$29.91	-	-	-	-	-	-	-	-	-	13
Boat Operator	\$72.09	\$42.18	\$29.91	-	-	-	-	-	-	-	-	-	13
Boat Deckhand	\$69.88	\$39.97	\$29.91	-	-	-	-	-	-	-	-	-	13
* WATER WELL DRILLER:	9/19/16												
Water Well Driller	\$39.68	\$31.00	\$8.68	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$25.58	\$18.00	\$7.58	-	-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark.													10

Comments: Overtime must be paid at one and one-half times the basic hourly rate plus the hourly cost of required fringe benefits.

* Indicates a wage, fringe benefit, remark, or title change from the previous bulletin.

REMARKS

1. Carpenter, Laborer (excluding High Scaler, Window Washer): \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Terrazzo, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Diver (Other than Aqua Lung), Stand-By Diver (Other than Aqua Lung):
 - A. On any dive exceeding 50 feet, the diver shall, in addition, be paid the following amount of "depth money":

50 feet to 100 feet	\$1.50 per foot in excess of 50 feet
100 feet to 150 feet	\$100.00 plus \$2.00 per foot in excess of 100 feet
150 feet to 200 feet	\$200.00 plus \$3.00 per foot in excess of 150 feet
 - B. When it is necessary for a Diver to enter any pipe, tunnel or other enclosure, the said Diver shall, in addition to the hourly rate, receive a premium in accordance with the following schedule for distance traveled from the entrance of the pipe, tunnel or other enclosure:
 - 1) When able to stand erect, but in which there is no vertical ascent:

5 feet to 50 feet	\$5.00 per day
50 feet to 100 feet	\$7.50 per day
100 feet to 150 feet	\$12.50 per day
Greater than 150 feet	The premium shall be increased an additional \$7.50 for each succeeding 50 feet.
 - 2) When unable to stand erect and in which there is no vertical ascent:

5 feet to 50 feet	\$5.00 per day
50 feet to 100 feet	\$7.50 per day
100 feet to 150 feet	\$12.50 per day
150 feet to 200 feet	\$36.75 per day
200 feet to 300 feet	\$1.00 per foot
300 feet to 450 feet	\$1.50 per foot
450 feet to 600 feet	\$2.50 per foot
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work regardless if fall prevention devices are used:
 - 1) While working from poles, trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.

REMARKS

5. Equipment Operator:

A. Operators and Assistants to Engineer (climbing a boom) of cranes (under 50 tons) with booms of eighty feet or more (including jib) or of cranes (under 50 tons) with leads of one hundred feet or more, shall receive additional premium according to the following schedule:

	Per Hour
Booms of 80 feet up to, or leads of 100 feet up to, but not including 130 feet	\$0.50
Booms and/or leads of 130 feet up to, but not including 180 feet	\$0.75
Booms and/or leads of 180 feet up to and including 250 feet	\$1.15
Booms and/or leads over 250 feet	\$1.50

Operators and Assistants to Engineer (climbing a boom) of cranes (50 tons and over) with booms of 180 feet or more (including jib) shall receive additional premium according to the following schedule:

	Per Hour
Booms of 180 feet up to and including 250 feet	\$1.25
Booms over 250 feet	\$1.75

Note: The boom shall be measured from the center of the heel pin to the center of the boom or jib point sheave.

B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.

C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.

A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.

D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.

6. Glazier: Effective 9/16/13 - \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.

7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.

8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.

9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.

10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.

11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.

12. Possible wage/fringe option increases:
 Carpenter, Drywall and Lather: Effective 9/4/17 - \$.20; 9/3/18 - \$.25
 Cement Finisher, Plasterer: 9/4/17 - \$.30; 9/3/18 - \$.30

REMARKS

13. Overtime/Holiday must be paid at one and one-half times the basic hourly rate plus the hourly cost of required fringe, with the following exceptions:

A. Two times the basic hourly rate plus the hourly cost of required fringe.

Asphalt Paving: Sunday, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Boilermaker: Sunday, New Year's Day, President's Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Diver: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Electrician: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Elevator Constructor: Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Floor Layer: Labor Day.

Glazier: Sunday.

Helicopter Worker: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Ironworker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Plumber: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Sheetmetal Worker: Sunday, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Telecommunication: Sunday, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Truck Driver, except Concrete Mixer & Concrete Mixer/Booster: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Water Front Construction (Dredging): Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

B. Three times the basic hourly wage plus the hourly cost of required fringe on Labor Day.

- Carpenter
- Cement Finisher
- Chain Link Fence Erector
- Drywall
- Insulator
- Laborer
- Lather
- Mason
- Plasterer
- Terrazzo
- Tile Setter
- Underground Laborer

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
BOILERMAKER	1000	\$24.10	\$25.82	\$27.54	\$29.27	\$30.99	\$32.71						\$29.45	10
CARPENTER														
Indentured Prior to 9/1/02	1000	\$18.26											\$12.52	1,10
"	1000		\$20.54	\$22.83	\$27.39	\$31.96	\$36.52	\$41.09	\$43.37				\$21.21	1,10
Indentured After 9/1/02	1000	\$18.26											\$8.52	1,10
"	1000		\$20.54										\$12.51	1,10
"	1000			\$22.83	\$27.39								\$15.01	1,10
"	1000					\$31.96	\$36.52						\$17.01	1,10
"	1000							\$41.09	\$43.37				\$19.01	1,10
* CEMENT FINISHER														
Indentured Prior to 9/1/03	1000	\$19.25											\$8.92	2,10
"	1000		\$21.18	\$23.10	\$26.95	\$28.88	\$30.80	\$32.73	\$34.65				\$26.84	2,10
Indentured On or After 9/1/03	1000	\$19.25	\$21.18	\$23.10	\$26.95	\$28.88	\$30.80	\$32.73	\$34.65				\$14.03	2,10
CONSTRUCTION CRAFT LABORER (LABORER I)														
Indentured On or After 9/3/02	1000	\$17.68											\$7.05	1,10
"	1000		\$21.21	\$24.75	\$28.28								\$13.60	1,10
* CONSTRUCTION EQUIPMENT OPERATOR														
Indentured On or After 9/1/02	1000	\$20.99											\$7.50	3,10
"	1000		\$23.08										\$17.82	3,10
"	1000			\$25.18									\$18.76	3,10
"	1000				\$29.38								\$20.64	3,10
"	1000					\$33.58							\$22.51	3,10
"	1000						\$37.77						\$24.39	3,10
DRYWALL INSTALLER														
Indentured Prior to 9/1/02	1000	\$18.36											\$12.52	10
"	1000		\$20.66	\$22.95	\$27.54	\$32.13	\$36.72	\$41.31	\$43.61				\$21.21	10
Indentured After 9/1/02	1000	\$18.36											\$8.52	10
"	1000		\$20.66										\$12.51	10
"	1000			\$22.95	\$27.54								\$15.01	10
"	1000					\$32.13	\$36.72						\$17.01	10
"	1000							\$41.31	\$43.61				\$19.01	10

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
* ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$16.07											\$9.38	10
" "	1000		\$18.36										\$9.70	10
" "	1000			\$20.66									\$15.91	4,10
" "	1000				\$22.95								\$16.87	4,10
" "	1000					\$25.25							\$17.85	4,10
" "	1000						\$27.54						\$18.81	4,10
" "	1000							\$29.84					\$19.78	4,10
" "	1000								\$32.13				\$20.73	4,10
" "	1000									\$36.72			\$22.66	4,10
" "	1000										\$41.31		\$24.61	4,10
(Effective 2/19/17)														
* ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$16.40											\$9.43	10
" "	1000		\$18.74										\$9.75	10
" "	1000			\$21.08									\$16.01	4,10
" "	1000				\$23.43								\$16.99	4,10
" "	1000					\$25.77							\$17.98	4,10
" "	1000						\$28.11						\$18.95	4,10
" "	1000							\$30.45					\$19.94	4,10
" "	1000								\$32.80				\$20.92	4,10
" "	1000									\$37.48			\$22.87	4,10
" "	1000										\$42.17		\$24.84	4,10
ELEVATOR CONSTRUCTOR	850	\$27.145											-	10
" "	850		\$29.86										\$29.985	10
" "	1700			\$35.29	\$38.00	\$43.43							\$29.985	10
* FLOOR LAYER														
Indentured After 2/27/94	1000	\$14.40	\$16.00										\$17.49	10
" "	1000			\$17.60	\$19.20								\$22.49	10
" "	1000					\$20.80	\$22.40	\$25.60	\$28.80				\$26.49	10

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9		
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total			
* GLAZIER															
Indentured On or After 7/1/99	1000	\$16.10											\$26.70	5,10	
"	1000		\$17.89										\$26.94	5,10	
"	1000			\$19.68									\$27.18	5,10	
"	1000				\$21.47								\$27.42	5,10	
"	1000					\$25.05							\$27.90	5,10	
"	1000						\$26.84						\$28.14	5,10	
"	1000							\$28.62					\$28.38	5,10	
"	1000								\$30.41				\$28.62	5,10	
"	1000									\$32.20			\$28.86	5,10	
"	1000										\$33.99		\$29.10	5,10	
* HEAVY DUTY REPAIRER & WELDER (EQUIP. OPR 9A)															
Indentured on or after 9/1/02	1000	\$20.99											\$7.50	3,10	
"	1000		\$23.08										\$17.82	3,10	
"	1000			\$25.18									\$18.76	3,10	
"	1000				\$29.38								\$20.64	3,10	
"	1000					\$33.58							\$22.51	3,10	
"	1000						\$35.67						\$23.46	3,10	
"	1000							\$37.77					\$24.39	3,10	
"	1000								\$39.87				\$25.34	3,10	
INSULATOR															
Hired After 5/3/95	2000	\$19.83											\$7.70	6,10	
"	2000		\$19.83										\$17.31	6,10	
"	2000			\$23.79									\$17.59	6,10	
"	2000				\$27.76								\$17.88	6,10	
"	2000					\$31.72							\$18.16	6,10	
* IRONWORKER (REINFORCING & STRUCTURAL)															
Indentured After 10/31/93	1000	\$18.88											\$25.40	7,10	
"	1000		\$20.76										\$25.95	7,10	
"	1000			\$22.65									\$26.50	7,10	
"	1000				\$26.43								\$27.60	7,10	
"	1000					\$30.20							\$28.70	7,10	
"	1000						\$33.98						\$29.81	7,10	

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* LANDSCAPER	1000	\$15.76										\$5.60	
	1000		\$16.98	\$18.19	\$19.40							\$9.20	
* MASON BRICKLAYER Indentured On or After 9/1/03	1000	\$19.56	\$21.51	\$23.47	\$27.38	\$29.33	\$31.29	\$33.24	\$35.20			\$15.07	2,10
STONE MASON Indentured On or After 9/1/03	1000	\$21.51	\$23.47	\$25.42	\$27.38	\$29.33	\$31.29	\$33.24	\$35.20			\$15.07	2,10
POINTER-CAULKER-WEATHERPROOFER Indentured On or After 9/1/03	1000	\$19.68	\$21.65	\$23.62	\$27.55	\$31.49	\$35.42					\$15.07	2,10
PAINTER	1000	\$15.68										\$8.72	
"	1000		\$17.43	\$19.17	\$20.91	\$22.65						\$12.22	
"	1000						\$24.40					\$13.22	
"	1000							\$27.88	\$31.37			\$13.97	
* PAVING EQUIPMENT OPERATOR	1000	\$22.37										\$7.50	10
"	1000		\$28.47									\$18.28	10
"	1000			\$32.54								\$21.21	10
"	1000				\$36.60							\$25.13	10
* PLASTERER Indentured On or After 9/1/03	1000	\$15.92	\$17.91	\$19.90	\$21.88	\$23.87	\$27.85	\$31.83	\$35.81			\$14.03	2,10
PLUMBER: PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER Indentured Prior to 9/2/85	1000	\$14.30										\$18.88	8,10
"	1000		\$16.34									\$19.35	8,10
"	1000			\$18.38								\$19.82	8,10
"	1000				\$20.43							\$20.29	8,10
"	1000					\$22.47						\$20.76	8,10
"	1000						\$24.51					\$21.23	8,10
"	1000							\$26.55				\$21.70	8,10
"	1000								\$28.60			\$22.17	8,10
"	1000									\$30.64		\$22.64	8,10
"	1000										\$32.68	\$23.10	8,10

PLUMBER: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
PLUMBER: PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER Indentured On or After 9/2/85	1000	\$16.42											\$5.00	8,10
"	1000		\$16.42										\$5.05	8,10
"	1000			\$19.40									\$7.12	8,10
"	1000				\$19.40								\$7.12	8,10
"	1000					\$22.47							\$7.83	8,10
"	1000						\$22.47						\$7.83	8,10
"	1000							\$26.55					\$8.68	8,10
"	1000								\$26.55				\$8.68	8,10
"	1000									\$30.64			\$9.32	8,10
"	1000										\$30.64		\$9.32	8,10
(Effective 1/1/17)														
* PLUMBER: PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER Indentured Prior to 9/2/85	1000	\$14.47											\$19.08	8,10
"	1000		\$16.54										\$19.55	8,10
"	1000			\$18.61									\$20.03	8,10
"	1000				\$20.68								\$20.50	8,10
"	1000					\$22.74							\$20.98	8,10
"	1000						\$24.81						\$21.45	8,10
"	1000							\$26.88					\$21.93	8,10
"	1000								\$28.95				\$22.40	8,10
"	1000									\$31.01			\$22.88	8,10
"	1000										\$33.08		\$23.35	8,10
Indentured On or After 9/2/85	1000	\$16.62											\$5.96	8,10
"	1000		\$16.62										\$6.01	8,10
"	1000			\$19.64									\$8.08	8,10
"	1000				\$19.64								\$8.08	8,10
"	1000					\$22.74							\$8.79	8,10
"	1000						\$22.74						\$8.79	8,10
"	1000							\$26.88					\$9.64	8,10
"	1000								\$26.88				\$9.64	8,10
"	1000									\$31.01			\$10.28	8,10
"	1000										\$31.01		\$10.28	8,10

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
* ROOFER														
Indentured Prior to 11/1/98	1000	\$17.93	\$19.93	\$23.91									\$13.68	9
"	1000				\$27.90	\$31.88	\$35.87	\$37.86					\$17.93	
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$17.93	\$19.93	\$23.91									\$13.68	9
"	1000				\$27.90	\$31.88	\$33.87	\$35.87	\$37.86				\$17.93	
Indentured On or After 11/4/12	2000	\$17.93	\$23.91										\$13.68	9
"	2000			\$31.88	\$35.87								\$17.93	9
SHEETMETAL WORKER	1000	\$16.24											\$11.65	10
"	1000		\$18.27										\$11.83	10
"	1000			\$20.30									\$20.30	10
"	1000				\$22.32								\$20.80	10
"	1000					\$24.35							\$21.30	10
"	1000						\$26.38						\$21.80	10
"	1000							\$28.41					\$22.30	10
"	1000								\$30.44				\$22.82	10
"	1000									\$32.47			\$23.31	10
"	1000										\$34.50		\$23.81	10
TAPER	1000	\$16.60	\$18.68	\$20.75	\$22.83	\$24.90							\$8.25	
	1000						\$26.98						\$8.75	
	1000							\$31.13	\$35.28				\$11.80	
(Effective 1/1/17)														
* TAPER	1000	\$16.80	\$18.90	\$21.00	\$23.10	\$25.20							\$8.90	
	1000						\$27.30						\$9.40	
	1000							\$31.50	\$35.70				\$12.90	
TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER)	1000	\$16.41											\$9.90	10
"	1000		\$17.78										\$10.12	10
"	1000			\$19.15									\$10.36	10
"	1000				\$20.51								\$10.59	10
"	1000					\$21.88							\$10.83	10
"	1000						\$24.62						\$11.28	10

APPRENTICE SCHEDULE BULLETIN NO. 488 September 19, 2016

Rates are applicable only to apprentices who are parties to agreements registered with the Department of Labor and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 8-9	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total		
* TILE SETTER CERAMIC & HARD TILE														
Indentured Prior to 9/1/03	1000	\$20.10											\$8.97	2,10
"	1000		\$22.11	\$24.12	\$28.14	\$30.15	\$32.16	\$34.17	\$36.18				\$26.92	2,10
Indentured On or After 9/1/03	1000	\$20.10	\$22.11	\$24.12	\$28.14	\$30.15	\$32.16	\$34.17	\$36.18				\$14.37	2,10

* Indicates a wage, fringe benefit, remark, or title change from the previous bulletin.

REMARKS:

1. Carpenter, Construction Craft Laborer: \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Construction Equipment Operator, Heavy Duty Repairer & Welder: \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work regardless if fall prevention devices are used:
 - 1) While working from poles, trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.
5. Glazier: Effective 9/16/13 - \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
6. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
7. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
8. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
9. Roofer: When an apprentice has accumulated 2500 hours, \$4.25 will be added to his/her pension/annuity plan.
The apprenticeship program for apprentices indentured on or after November 4, 2012, consists of four steps with 2,000 hours for each step.

REMARKS:

10. Overtime/Holiday must be paid at one and one-half times the basic hourly rate plus the hourly cost of required fringe, with the following exceptions:

A. Two times the basic hourly rate plus the hourly cost of required fringe.

Boilermaker: Sunday, New Year's Day, President's Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Construction Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Electrician: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Elevator Constructor: Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Floor Layer: Labor Day.

Glazier: Sunday.

Heavy Duty Repairer & Welder: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Ironworker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Paving Equipment Operator: Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Plumber: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Sheetmetal Worker: Sunday, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Telecommunication Worker: Sunday, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

B. Three times the basic hourly wage plus the hourly cost of required fringe on Labor Day.

Carpenter

Cement Finisher

Drywall Installer

Insulator

Construction Craft Laborer

Mason

Plasterer

Tile Setter

MAINTENANCE WAGE RATE SCHEDULE

RANGE	BU	Classification	(Effective Date: 4/01/15)			Effective Date: 10/01/15			Effective Date: 04/01/16			Effective Date: 10/01/16			Effective Date: 04/01/17		
			Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate
BC-09	01	BUILDING MAINTENANCE WORKER I	\$ 29.24	\$ 23.18	\$ 6.06	\$ 29.80	\$ 23.64	\$ 6.16	\$ 30.38	\$ 24.12	\$ 6.26	\$ 30.96	\$ 24.60	\$ 6.36	\$ 31.55	\$ 25.09	\$ 6.46
WS-09	01	BUILDING MAINTENANCE WORKER II	\$ 30.96	\$ 24.60	\$ 6.36	\$ 31.56	\$ 25.09	\$ 6.47	\$ 32.16	\$ 25.59	\$ 6.57	\$ 32.79	\$ 26.11	\$ 6.68	\$ 33.41	\$ 26.63	\$ 6.78
BC-09	01	CARPENTER I	\$ 29.24	\$ 23.18	\$ 6.06	\$ 29.80	\$ 23.64	\$ 6.16	\$ 30.38	\$ 24.12	\$ 6.26	\$ 30.96	\$ 24.60	\$ 6.36	\$ 31.55	\$ 25.09	\$ 6.46
BC-10	01	ELECTICIAN I	\$ 30.31	\$ 24.06	\$ 6.25	\$ 30.89	\$ 24.54	\$ 6.35	\$ 31.47	\$ 25.03	\$ 6.44	\$ 32.08	\$ 25.53	\$ 6.55	\$ 32.70	\$ 26.05	\$ 6.65
BC-09	01	EQUIPMENT OPERATOR III	\$ 29.24	\$ 23.18	\$ 6.06	\$ 29.80	\$ 23.64	\$ 6.16	\$ 30.38	\$ 24.12	\$ 6.26	\$ 30.96	\$ 24.60	\$ 6.36	\$ 31.55	\$ 25.09	\$ 6.46
BC-02	01	GENERAL LABORER I	\$ 22.11	\$ 17.29	\$ 4.82	\$ 22.53	\$ 17.64	\$ 4.89	\$ 22.94	\$ 17.99	\$ 4.95	\$ 23.38	\$ 18.35	\$ 5.03	\$ 23.83	\$ 18.72	\$ 5.11
BC-03	01	GENERAL LABORER II	\$ 22.70	\$ 17.78	\$ 4.92	\$ 23.12	\$ 18.13	\$ 4.99	\$ 23.56	\$ 18.50	\$ 5.06	\$ 24.00	\$ 18.87	\$ 5.13	\$ 24.45	\$ 19.24	\$ 5.21
BC-07	01	HEAVY TRUCK DRIVER	\$ 26.36	\$ 20.80	\$ 5.56	\$ 26.87	\$ 21.22	\$ 5.65	\$ 27.38	\$ 21.65	\$ 5.73	\$ 27.89	\$ 22.08	\$ 5.81	\$ 28.44	\$ 22.52	\$ 5.92
BC-05	01	IRRIGATION SYSTEM SERVICE WORKER I	\$ 24.46	\$ 19.23	\$ 5.23	\$ 24.93	\$ 19.62	\$ 5.31	\$ 25.40	\$ 20.01	\$ 5.39	\$ 25.88	\$ 20.41	\$ 5.47	\$ 26.37	\$ 20.82	\$ 5.55
BC-10	01	MASON	\$ 30.31	\$ 24.06	\$ 6.25	\$ 30.31	\$ 24.06	\$ 6.25	\$ 31.47	\$ 25.03	\$ 6.44	\$ 30.29	\$ 24.06	\$ 6.23	\$ 30.29	\$ 24.06	\$ 6.23
BC-09	01	PAINTER I	\$ 29.24	\$ 23.18	\$ 6.06	\$ 29.80	\$ 23.64	\$ 6.16	\$ 30.38	\$ 24.12	\$ 6.26	\$ 30.96	\$ 24.60	\$ 6.36	\$ 31.55	\$ 25.09	\$ 6.46
BC-10	01	PLUMBER I	\$ 30.31	\$ 24.06	\$ 6.25	\$ 30.89	\$ 24.54	\$ 6.35	\$ 30.88	\$ 24.54	\$ 6.34	\$ 32.08	\$ 25.53	\$ 6.55	\$ 32.08	\$ 25.53	\$ 6.55
BC-07	01	TREE TRIMMER	\$ 26.36	\$ 20.80	\$ 5.56	\$ 26.36	\$ 20.80	\$ 5.56	\$ 27.38	\$ 21.65	\$ 5.73	\$ 27.89	\$ 22.08	\$ 5.81	\$ 28.44	\$ 22.52	\$ 5.92
BC-05	01	TREE TRIMMER TRUCK DRIVER	\$ 24.46	\$ 19.23	\$ 5.23	\$ 24.93	\$ 19.62	\$ 5.31	\$ 25.40	\$ 20.01	\$ 5.39	\$ 25.88	\$ 20.41	\$ 5.47	\$ 26.37	\$ 20.82	\$ 5.55
BC-06	01	TRUCK DRIVER	\$ 25.39	\$ 20.00	\$ 5.39	\$ 25.87	\$ 20.40	\$ 5.47	\$ 26.36	\$ 20.81	\$ 5.55	\$ 26.86	\$ 21.23	\$ 5.63	\$ 27.38	\$ 21.65	\$ 5.73
BC-10	01	WELDER I	\$ 30.31	\$ 24.06	\$ 6.25	\$ 30.89	\$ 24.54	\$ 6.35	\$ 31.47	\$ 25.03	\$ 6.44	\$ 32.08	\$ 25.53	\$ 6.55	\$ 32.08	\$ 25.53	\$ 6.55
F-110	02	GENERAL CONSTRUCTION & MAINTENANCE SUPERVISOR I	\$ 32.38	\$ 25.77	\$ 6.61	\$ 32.38	\$ 25.77	\$ 6.61	\$ 32.37	\$ 25.77	\$ 6.60	\$ 32.37	\$ 25.77	\$ 6.60	\$ 32.37	\$ 25.77	\$ 6.60

Years 2016 and 2017
Holidays to be observed by the
HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov
Website where State Holiday Schedule posted

Year 2016 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2016</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 1 Friday.....	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 18 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 15 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 25 Friday.....	The twenty-sixth day in March
Good Friday.....	Mar. 25 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 30 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 10 Friday.....	The eleventh day in June
Independence Day.....	July 4 Monday.....	The fourth day in July
Statehood Day.....	Aug. 19 Friday.....	The third Friday in August
Labor Day.....	Sept. 5 Monday.....	The first Monday in September
General Election Day.....	Nov. 8 Tuesday.....	The first Tuesday in Nov. following the first Monday of even-numbered years. <i>(Hawaii State Constitution, Article 2 – Section 8)</i>
Veterans' Day.....	Nov. 11 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 24 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 26 Monday.....	The twenty-fifth day in December

Year 2017 HAWAII STATE HOLIDAYS

<u>(Hawaii Rev. Statutes, Sec. 8-1)</u>	<u>Day Observed in 2017</u>	<u>Official Date Designated in Statute/Constitution</u>
New Year's Day.....	Jan. 2 Monday	The first day in January
Dr. Martin Luther King, Jr. Day.....	Jan. 16 Monday.....	The third Monday in January
Presidents' Day.....	Feb. 20 Monday.....	The third Monday in February
Prince Jonah Kuhio Kalaniana'ole Day.....	Mar. 27 Monday	The twenty-sixth day in March
Good Friday.....	April 14 Friday.....	The Friday preceding Easter Sunday
Memorial Day.....	May 29 Monday.....	The last Monday in May
King Kamehameha I Day.....	June 12 Monday.....	The eleventh day in June
Independence Day.....	July 4 Tuesday.....	The fourth day in July
Statehood Day.....	Aug. 18 Friday.....	The third Friday in August
Labor Day.....	Sept. 4 Monday.....	The first Monday in September
Veterans' Day.....	Nov. 10 Friday.....	The eleventh day in November
Thanksgiving.....	Nov. 23 Thursday.....	The fourth Thursday in November
Christmas.....	Dec. 25 Monday.....	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 8/11/2015; subject to change.

Instructions for Bid Submittal

General Instructions for Bid Submittal

The bid offer form must be completed and submitted to the DHHL by the required due date and time, and in the form prescribed by the DHHL. Electronic mail and facsimile transmissions shall not be accepted.

For your convenience, an “IFB Checklist for Bidders” is included in this section for your use.

No supplemental literature, brochures or other unsolicited information should be included in the bid packet.

A written response is required for each item unless indicated otherwise.

Bid documents and all certifications should be written legibly or typed and completed with black ink.

I. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

Prospective Bidders must be capable of performing the work for which bids are invited, and must be capable of entering into a public contract of \$25,000 (twenty-five thousand dollars) or more.

B. NOTICE OF INTENTION TO BID

1. In accordance with Section 103D-310, Hawaii Revised Statutes, and Section 3-122-108, Hawaii Administrative Rules, a written notice of intention to bid must be submitted to the Chairman, who is the officer charged with letting the contract. The notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice to Contractors.
2. The written notice must be received by the office indicated in the Notice to Contractors no later than 2:00 p.m. on the 10th calendar day prior to the day designated for opening bids. If the 10th calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the written notice must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The written notice will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the written notice is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. If the notice is faxed, the time of receipt by the Department fax machine shall be official. If the notice is sent by email, the time indicated in the date and time field of the email as received by the Department shall be official.

3. It is the responsibility of the prospective Bidder to ensure that the written notice of intention to bid is received in time and the Department assumes no responsibility for failure of timely delivery caused by the prospective Bidder or by any method of conveyance chosen by the prospective Bidder.
4. If two (2) or more prospective Bidders desire to bid jointly as a joint venture on a single project, they must file an affidavit of joint venture with their notice of intention to bid. Such affidavit of joint venture will be valid only for the specific project for which it is filed. No further license is required when all parties to the joint venture possess current and appropriate contractor's licenses. Joint ventures are required to be licensed in accordance with Chapter 444 of the Hawaii Revised Statutes, as amended, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 of the Hawaii Revised Statutes, as amended.
5. No persons, firm or corporation may bid where (1) the person, firm, or corporation, or (2) a corporation owned substantially by the person, firm, or corporation, or (3) a substantial stockholder or an officer of the corporation, or (4) a partner or substantial investor in the firm is in arrears in any payment owed to the State of Hawaii or any of its political subdivisions or is in default of any obligation to the State of Hawaii or to all or to any of its political subdivisions, including default as a surety or failure to perform faithfully and diligently any previous contract with the Department.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-21), properly executed and notarized, setting forth a complete statement of the experience of such prospective Bidder and its organization in performing similar work and a statement of the equipment proposed to be used, together with adequate proof of the availability of such equipment, no later than 2:00 p.m. on the tenth calendar day prior to the day designated for opening bids. If the tenth calendar day prior to the day designated for opening bids is a Saturday, Sunday, or legal State holiday, then the questionnaire must be received by the Department no later than 2:00 p.m. on the last working day immediately prior to said Saturday, Sunday, or legal State holiday. The questionnaire will be time stamped when received by said office. The time designated by the time stamping device in said office shall be official. If the questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by said office. E-mail and facsimile (FAX) transmissions are not acceptable in whole or in part, under any circumstances. If the information in the questionnaire proves satisfactory, the Bidder's proposal will be received. All information contained in the answers to the questionnaire shall be kept confidential. The questionnaire will be returned to the Bidder after it has served its purpose.

Instructions for Bid Submittal

2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

D. PROPOSAL FORM

1. Prospective Bidders are being furnished with the proposal form giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted.
3. The drawings, specifications and other documents designated in the proposal form will also be considered a part thereof whether attached or not.
4. When quantities for individual items of work are listed in the proposal form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
6. The Bidder's proposal must be submitted on the proposal form furnished by the Department. The proposal must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink.
7. If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the

proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department.

8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.
9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting a bid on the proposal form, a Bidder accepts the language therein as its own.

E. BIDDER'S RESPONSIBILITY FOR EXAMINATION OF CONTRACT DOCUMENTS, SITE OF WORK, ETC.

The Bidder shall carefully examine the project site and study all Contract Documents (as defined in the DHHL Construction General Conditions) and any documents or items referenced therein and contract and bond forms therefore. The submission of a bid shall be considered as a warranty that the Bidder has made such examination and is informed of the conditions to be encountered in performing the Work and of the requirements of the Contract Documents and any documents and items referenced therein, and contract and bonds.

F. ADDENDA AND BID CLARIFICATIONS

1. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum.
2. The Department may alter, increase or decrease the scope of the work or the contract time, provisions and conditions by issuing a written addendum which sets forth such alterations, increase or decrease.
3. If a Bidder discovers what it considers to be a discrepancy, ambiguity, omission or doubt as to the meaning of drawings, specifications and any other bid or contract documents, the Bidder shall request in writing an interpretation from the Chairman.
4. If the Department agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents to all prospective Bidders known to have received a solicitation eight (8) days before the bids are opened. The Department may extend the bid opening to allow at least eight (8) days from the notification date of the addendum. Upon notification by the Department, all Bidders/addressees shall be deemed to be on notice of the information therein whether or not the addendum is actually received. All addenda so issued shall become part of the contract documents.
5. No claim for additional compensation and/or time for performance will be allowed if the Contractor discovered, or in the exercise of reasonable care, should have discovered a discrepancy, ambiguity, omission or doubt for which an interpretation was not requested.

G. SUBSTITUTION OF MATERIALS AND EQUIPMENT BEFORE BID OPENING

1. Brand names of materials or equipment are specified or shown on the drawings to indicate a quality, style, appearance or performance and not to limit competition. The Bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualifications of such proposed alternate brands shall be submitted in writing and addressed to the Project Manager. The face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.

3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to the Department.
4. Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Manager after the deadline above will be denied.
5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

H. DELIVERY OF PROPOSALS.

The entire proposal shall be placed together with the bid security, in a sealed envelope and delivered as indicated in the Notice to Bidders. Bids which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the public notice for opening of bids and must be in the hands of the official by the time indicated. The time designated by the time stamping device in DHHL shall be official.

I. WITHDRAWAL OR REVISION OF PROPOSAL. Proposal may be modified prior to the deadline to submit the proposal by any of the following documents:

- 1 Withdrawal of Proposals:
 - (a) A signed, written notice received in the office designated in the solicitation; or
 - (b) A signed written notice faxed or e-mailed to the office designated in the solicitation.
- 2 Modification of Proposals:
 - (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
 - (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.
 - (c) The modification may be sent by fax or email, provided that the originals must be submitted within two working days of the fax or email.

J. PUBLIC OPENING OF PROPOSALS.

Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents and other interested parties are invited to be present.

K. **DISQUALIFICATION OF BIDDERS.** Any one or more of the following causes will be considered as sufficient for the disqualification of a Bidder and the rejection of its proposal or proposals:

1. Non-compliance with Section I.A. QUALIFICATION OF BIDDERS;
2. Evidence of collusion among Bidders;
3. Lack of responsibility and cooperation as shown by past work such as failing to complete all of the requirements to close the project within a reasonable time or engaging in a pattern of unreasonable or frivolous claims for extra compensation;
4. Being in arrears on existing contracts with the State of Hawaii, or having defaulted on a previous contract with the State of Hawaii;
5. Lack of proper equipment and/or sufficient experience to perform the work contemplated, as revealed by the Standard Questionnaire and Financial Statement for Bidders;
6. No contractor's license or a contractor's license which does not cover type of work contemplated;
7. More than one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different name;
8. Delivery of bids after the deadline specified in the advertisement calling for bids;
9. Failure to pay, or satisfactorily settle, all bills overdue for labor and materials of former contracts in force at the time of issuance of proposal forms; and/or
10. Debarment or suspension pursuant to the provisions of Chapters 103D, 104 and 444, Hawaii Revised Statutes, as amended.

L. **PROTESTS**

1. Protests shall be governed by Section 103D-701, Hawaii Revised Statutes, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, of the Hawaii Administrative Rules, and as amended hereafter.
2. The Chairman is the Department's chief procurement officer to whom protests shall be addressed unless specified otherwise in the solicitation.

M. **WRONGFUL REFUSAL TO ACCEPT A BID.**

In the event the Chairman, for any reason, wrongfully refuses to accept what would otherwise be a responsive and responsible lowest bid, the exclusive remedy for such lowest Bidder shall be the recovery of the reasonable actual costs of preparing the bid. No other Bidder shall have any claim for damages.

II AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

After the proposals are opened and read, the figures will be extended and/or totaled in accordance with the bid prices of the acceptable proposals and the totals will be compared and the results of such comparison shall be made public. In the event of a tie bid, the low Bidder shall be determined in accordance with HAR 3-122-34. In the comparison of bids, words written in the proposals will govern over figures and unit prices will govern over totals. Until the award of the contract, the Department may cancel the solicitation, reject any and all proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of the Department.

B. IRREGULAR PROPOSALS.

Proposals will be considered irregular and may be rejected for the following reasons:

1. If the proposal is unsigned.
2. If bid security is not in accordance with Section I.E. BID SECURITY.
3. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
4. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
5. If the Bidder adds any provisions reserving the right to accept or reject an award.
6. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
7. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.
8. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by

the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five (5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.

9. If in the opinion of the Chairman, the Bidder and/or its listed subcontractors do not have the contractor's licenses or combination of contractor's licenses necessary to complete all of the work.

C. CORRECTION OF BIDS AND WITHDRAWAL OF BIDS (§3-122-31 HAR)

1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the Chairman shall so correct the mistake. In case of error in extension of bid price, the unit price shall govern.
 - (b) If the mistake is a minor informality which shall not affect price, quantity, quality, delivery, or contractual conditions, the Bidder shall request correction by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request. Examples of such mistakes include:
 - (1) Typographical errors;
 - (2) Transposition errors;
 - (3) Failure of a Bidder to sign the bid, but only if the unsigned bid is accompanied by other material indicating the Bidder's intent to be bound.
 - (c) For reasons not allowable under Subsections II.C.1.(a) and II.C.1.(b) when the Chairman determines that the correction or waiver of an obvious mistake is in the best interest of the Department or is warranted for the fair treatment of other Bidders.
2. Withdrawal of bids after bid opening but prior to award may be made when the bid contains a mistake attributable to an obvious error which affects price, quantity, quality, delivery, or contractual conditions, and the Bidder requests withdrawal by submitting proof of evidentiary value which demonstrates that a mistake was made. The Chairman shall prepare a written approval or denial in response to this request.

3. Correction or withdrawal of bids after award is not permissible except in response to a written withdrawal or correction request by the Contractor, and the Chairman makes a written determination that the Department's procurement practices and policies would not be materially affected by such correction or withdrawal.

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.
2. If the contract is not awarded within the one hundred twenty (120) days noted in Subsection II.D.1 above, the Department may request the successful Bidder to extend the time for the acceptance of its bid. The Bidder may reject such a request without penalty; and in such case, the Department may at its sole discretion make a similar offer to the next lowest responsive and responsible Bidder and so on until a bid is duly accepted or until the Department elects to stop making such requests.
3. No contract will be awarded to any person or firm suspended or debarred under the provisions of Chapters 103D, 104 and Chapter 444, Hawaii Revised Statutes as amended.
4. The contract will be drawn on the forms furnished by the Chairman. The contract will not be binding on the Department until all required signatures have been affixed thereto and written certification that funds are available for the work has been made.
5. Prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE).

E. CANCELLATION OF AWARD.

The Department reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties. The exclusive remedy to the awardee for such cancellation shall be payment of the reasonable bid preparation costs and the reimbursement of any direct expenses incurred as directed in the Notice of Award. Such cancellation will not incur any liability by the Department to any other Bidder.

F. RETURN OF BID SECURITY.

All bid securities, except those of the four (4) lowest Bidders, will be returned following the opening and checking of the proposals. The retained bid securities of the four lowest Bidders will be returned within five (5) working days following the complete execution of the contract.

G. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance and Payment Bonds shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:
 2. Surety bonds underwritten by a company licensed to issue bonds in this State; or
 3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
4. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided below under FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

H. EXECUTION OF THE CONTRACT

1. The contract shall be signed by the successful Bidder and returned, together with satisfactory performance and payment bonds, within ten (10) calendar days after the Bidder is awarded the contract for execution or within such further time as the Chairman may allow. No proposal or contract shall be considered binding upon the Department until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the Chairman shall also endorse thereon its certificate, as required by Section 103D-309, HRS, that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the Department's amount required by such contract.
2. On any individual award totaling less than \$25,000 (twenty five thousand dollars), the Department reserves the right to execute the contract by the issuance of a Purchase Order. Issuance of a Purchase Order shall result in a binding contract between the parties without further action by the Department. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.
2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.
3. Chairman's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

IFB Checklist for Bidders

IFB-17- HHL-008

Operation and Maintenance of the DHHL Anahola Water System, and Emergency Call Out Services for the Puu Opae Ditch Water System

Items required prior to Bid Opening:

- Notice of Intention to Bid, no later than 2:00 p.m., February 3, 2017 [tenth calendar day prior to the day designated for opening bids – see sec B.1.].
- SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division by 2:00 p.m., February 3, 2017 [tenth calendar day prior to the day designated for opening bids – see sec C.1.].

Items required with Sealed Bid:

- Bid Package Envelope Cover (with the words “Sealed Bid”), included with this IFB.

The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type-written or printed clearly in ink.

- Bid Offer Form (included with this IFB)

The total sum bid amount must be typed or clearly written in both numbers and words in the appropriate space on page 3 of the Bid Offer Form. Illegible writing on any portion of the Bid Offer Form, except for the signee’s signature, may be grounds for considering a Bid “non-responsive”.

- Corporate Resolution (Indicating who is authorized to sign bid documents and contracts)

DEPARTMENT OF HAWAIIAN HOME LANDS

**OPERATION AND MAINTENANCE OF THE
DHHL ANAHOLA WATER SYSTEM AND EMERGENCY
CALL OUT SERVICES FOR THE PUU OPAE
DITCH WATER SYSTEM**

ISLAND OF KAUAI, HAWAII

IFB NO.: IFB-17-HHL-008

SEALED BID

Submitted by:

Address:

Date:

Bid Package Envelope Cover

**STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

BID OFFER FORM FOR

**OPERATION AND MAINTENANCE OF THE DHHL ANAHOLA WATER SYSTEM
AND EMERGENCY AND CALL OUT SERVICES FOR THE
PUU OPAE DITCH WATER SYSTEM**

ANAHOLA, ISLAND OF KAUAI, HAWAII

IFB No.: IFB-17-HHL-008

Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-17-HHL-008. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-17-HHL-008 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

1. The State reserves the right to reject any and all offers and to waive any items that are defective when, in the State's opinion, such rejection or waiver will be in the best interest of the State. A solicitation may be rejected in whole or part when in the best interest of the State.
2. If awarded the contract, all services will be in accordance with Hawaii Revised Statutes (HRS) § 103-55.5.
3. In submitting this offer, the Offeror is not in violation of HRS Chapter 84, concerning prohibited State contracts.
4. By submitting this offer, the Offeror certifies that the offer was independently arrived at without collusion and the Offeror did not participate in any practices to restrict competition.
5. It is understood that the failure to receive any addendum shall not relieve the Offeror from any obligation under this IFB.

Date: _____

The undersigned represents that it is: **(Check ✓ one only)**

- A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (DCCA-BREG) to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- Sole Proprietor Partnership Corporation Joint Venture Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

*If Offeror shown above 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:

The following bid is hereby submitted for Operation and Maintenance of the Anahola Water System and Emergency and Call Out Services for the Puu Opae Ditch Water System, to the Department of Hawaiian Home Lands.

<u>Item No.</u>	<u>Description</u>	<u>Unit Bid Price</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
<u>Group IA Operation & Maintenance of Anahola Water System</u>				
1	Operation and maintenance service of pump station, distribution system, water storage system, landscape maintenance, laboratory testing and reporting, meter and billing.	\$ _____/mo.	36 mos.	\$ _____
2	Chlorine and Supplies (Allowance)			\$ 30,000.00
3	Sub-total Bid Price (Group 1A, Item Nos. 1-2)			\$ _____
<u>Group IB Emergency Repairs and Call-outs</u>				
4	Twenty-four (24) hour emergency call-out services provided seven (7) days a week with one (1) hour response time performed by appropriate licensed trade.	(Allowance)		\$ 50,000.00
5	Unforeseen Equipment Failures: An allowance is provided for unforeseen equipment failures, including but not limited to, total replacement or replacement of parts for pumps, electrical lines, tanks, transmission and distribution lines and other related water facility needs.	(Allowance)		\$ 100,000.00
6	Sub-total Bid Price (Group 1B, Item Nos. 4-5)			\$ 150,000.00
7	SUB-TOTAL GROUP IA AND IB (Items Nos., 3+6)			\$ _____

Group IIA Puu Opae Ditch Water System Emergency Repairs and Call-outs

8	Twenty-four (24) hour emergency call-out services provided seven (7) days a week with one (1) hour response time performed by appropriate licensed trade (Allowance)	\$ 10,000.00
9	Unforeseen Equipment Failures: An allowance is provided for unforeseen equipment failures, including but not limited to, total replacement or replacement of parts for pumps, electrical lines, tanks, transmission and distribution lines and other related water facility needs (Allowance)	\$ 25,000.00
10	Sub-total Bid Price (Group IIA, Items Nos. 8-9)	\$ 35,000.00
	TOTAL SUM BID (GROUP IA, IB & IIA, Item Nos. 7+10)	\$_____

TOTAL SUM BID = _____ Dollars(\$_____).

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive of general excise tax to install or to construct these items in place complete and in accordance with the plans and specifications contained in this IFB.

THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORANCE WITH THE REQUIREMENTS OF THE SPECIAL CONDITIONS:

1. Refer to OFFEROR QUALIFICATIONS, Item 1, SC-7 for details.

Attach documented operations and maintenance and repair experience to substantiate five (5) consecutive years' experience.

2. Refer to OFFEROR QUALIFICATIONS, Item 3, SC-7 for details.

<u>Offeror or Subcontractor Name</u>	<u>Type of HRS Chapter 444E License</u>	<u>License No.</u>

<u>Name of Licensed Plumber</u>	<u>HRS Chapter 448E License No.</u>

3. Refer to OFFEROR QUALIFICATIONS, Item 4 SC-7 for details

<u>Name of Personnel</u>	<u>Certificate No.</u>

4. Refer to OFFEROR QUALIFICATIONS, Item 5, SC-7 for details

Service facility on the Island of Kauai and name of contact person:

Name of Service Facility: _____

Address of Service Facility: _____

Name of contact person: _____

Telephone no.: _____ Facsimile no.: _____

(Answering Service not acceptable)

List three (3) companies or government agencies for whom bidder has provided or is currently providing operation, maintenance, and repair services for Water System Facilities:

	<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Contact Person</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

5. Refer to STATUTORY REQUIREMENTS OF SECTION 103-55, HRS provision SC-11 for details.

Are services to be performed under this contract similar to the work performed by public employees as described in the attachment specifications? Yes _____ No _____

If Yes, list similar positions:

6. Refer to INSURANCE COVERAGE, SC-2.

Insurance Coverage (If applicable):

	Carrier	Policy No.
1. Commercial General Liability	_____	_____
2. Worker's Compensation	_____	_____
3. Temporary Disability	_____	_____
4. Prepaid Health Care	_____	_____

Unemployment Insurance: State of Hawaii Labor No. _____

7. Refer to the PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES provision, Item 2, SC-12 for details.

Percentage of Unit Bid Price represents in-house labor cost for Group I: _____%

Percentage of Unit Bid Price represents in-house labor cost for Group II: _____%

METHOD OF AWARD

Bidder is required to bid on the entire project. The low bidder shall be determined by the procedures outlined in items 1) through 4) below:

- 1) Prior to opening of bids, the State will determine the amount of funds available for the project. This amount will be designated the "control amount". The control amount shall be announced at, and prior to the opening of bids.
- 2) The Base Bid and Alternate, if any, of each Bidder will be adjusted to reflect the applicable preferences in accordance with Chapter 103D, HRS. The Alternate, if any, will then be added to the Base Bid and compared with the control amount.
- 3) The low bidder shall be the Bidder having the lowest aggregate amount, within the control amount (after application of the various preferences), for the Base Bid plus the Alternate, if any.
- 4) If adding the Alternate, if any, would make the aggregate amount exceed the control amount for all Bidders, the low bidder shall be the Bidder having the lowest Base Bid after application of the various preferences.

It is further understood and agreed that:

- 1) The Chairman reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be in the best interest of the State.
- 2) After determining the low bidder, an award may be made either on the amount of the Base Bid alone, or including the Alternate (exclusive of preferences), if:
 - a. It is in the best interest of the State;
 - b. Funds are available at time of the award; and
 - c. The combination of the Base Bid plus Alternate does not change the apparent low bidder.
- 3) In the event the Base Bid for all Bidders exceed the control amount, the Chairman reserves the right to negotiate with the lowest responsible and responsive bidder to award a contract within available funds.
- 4) In the event the award is made for the Base Bid alone, the Chairman reserves the right to amend the contract at a later date to include the Alternate should funds subsequently become available.

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions of the sample contract.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the contractor's work. For the purposes of this section, the Contractor's work is defined as: direct cost labor for contractor's forces; direct cost materials installed by the contractor's direct cost labor force; direct cost equipment, either owned or leased, used by the contractor's direct cost labor force; and field overhead cost to include: field supervision, field office trailer (if any), field office equipment and supplies, etc.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of

this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.

- 9) Any contract arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Receipt of the following addenda issued by the Department is acknowledged by the date(s) of receipt indicated below:

	Date		Date
Addendum No. 1	_____	Addendum No. 5	_____
Addendum No. 2	_____	Addendum No. 6	_____
Addendum No. 3	_____	Addendum No. 7	_____
Addendum No. 4	_____	Addendum No. 8	_____

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under this IFB as submitted.

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*1)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

(IF A CORPORATION, AFFIX CORPORATE SEAL TO SIGNATURE, BE SURE TO FILL IN ATTACHED LIST OF SUBCONTRACTORS. THIS BID FORM MAY NOT BE ALTERED AND BIDDERS MAY NOT QUALIFY OR CONDITION THEIR BIDS IN ANY WAY.)

PLEASE FILL OUT THE ATTACHED CERTIFICATE OF RESOLUTION GIVING EVIDENCE OF THE AUTHORITY OF THIS OFFICER TO SUBMIT BIDS ON BEHALF OF THE COMPANY.

NOTES:

Operation & Maintenance of the
Anahola/Puu Opa'e Water System
IFB-17-HHL-008

12

Bid Offer Form
February 2017

- *1. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *2. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

I, _____, Secretary of _____, a Hawaii Corporation, do hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation, at its meeting duly called and held at the office of the Corporation _____, Hawaii, on _____ day of _____, 20_____, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

“RESOLVED that any individual at the time holding the position(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 20_____

Secretary

END OF BID



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 _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707
 _____ and _____
 ("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 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 _____ HHCA of 1920, as amended _____, 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) Hawaiian Homes Trust Fund
(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 Invitation for Bids number IFB-17-HHL-008 ("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 _____
 * and summarized in Attachment S-1

TBD _____ DOLLARS

(\$ TBD), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid. And generally described in Attachment S-2.

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 each 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, Construction 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, Construction 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 N/A and 00/100 _____ DOLLARS (\$ 0.00) 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)

Jobie M. K. Masagatani

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

CORPORATE SEAL

(If available)

(Name of Contractor)

(Signature)

(Print Name)

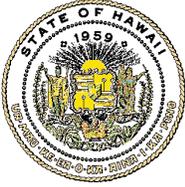
(Print Title)

(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.



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: 2

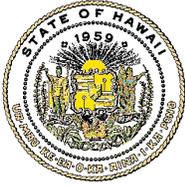
Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon
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

Project: Operation and Maintenance of the DHHL Anahola Water System and Emergency and Call Out Services for the Puu Opae Ditch Water System
Location: Anahola, Island of Kauai, Hawaii
Contractor: TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-17-HHL-008 and in CONTRACTOR's proposal submitted on February 24, 2017, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

SCOPE OF SERVICES FOR ANAHOLA WATER SYSTEM AND EMERGENCY AND CALL OUT SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM ON KAUAI

The contractor shall operate and maintain the system in compliance and to the standards of County, State, and Federal rules and regulations.

The Contractor shall perform complete operation, maintenance and repair services including inspections and emergency calls for all pumps, reservoirs, distribution water lines, telemetering systems, equipment and other appurtenances included under the contract, in accordance with the manufacturer's specifications and recommended time intervals.

If the manufacturer does not provide these Operating and Maintenance (O & M) specifications, the Contractor shall contact the Contract Administrator or his designated representative and provide recommendations regarding the maintenance and repair of the specific equipment or system. Such service shall include regularly scheduled operation and maintenance tasks and inspections and any repairs required for each listed herein.

The maintenance and repair tasks and inspection shall consist of the furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing and complete repair of all integral parts, lubricating, adjusting, and touch up painting where needed to keep the equipment and structures in, or returned to, a continuous operating condition. Maintenance of the system shall also include all activities such as routine flushing and water leak repair to insure water quality. All services performed will be subject to inspection and approval by the Department of Hawaiian Home Lands (DHHL) prior to start of work.

All tools and labor needed to perform the operation and maintenance services shall be the responsibility of the Contractor. DHHL will reimburse the Contractor for parts and supplies on a cost plus 10% basis. This is under normal operations and maintenance and includes all appurtenances. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

The Contractor will not be responsible for the cost of repairs due to flagrant vandalism, fire, storm or related damages that can be attributed to causes beyond his control such as acts of God; acts of a public



STATE OF HAWAII

SCOPE OF SERVICES

enemy; acts of the State and any other governmental body in its sovereign or contractual capacity as described under General Condition Section 13 item d. However, the Contractor shall be responsible for such repairs at no cost to the State if the damages are caused by the Contractor's failure to properly maintain and service the systems and equipment.

The Contractor shall be responsible to provide and maintain a communication system to notify their maintenance personnel in the event of an emergency at the pump station.

The Contractor shall also be responsible for all extraordinary incidents above the normal operation and maintenance including emergency call-outs and equipment breakdowns. The Contractor shall provide the Contract Administrator or his designated representative with following:

1. Cost estimates if repairs can be made with in-house labor and materials. The Contractor will submit cost estimates to the Contract Administrator or his designated representative for approval prior to starting work. Labor charges will be based on the rates for the applicable time situations listed on a current Wage Rate Schedule Bulletin published by the Department of Labor and Industrial Relations. The current Wage Rate Schedule Bulletin is included in this IFB under the section titled IFB NOTIFICATION AND INFORMATION. The current wage rate bulletin will be updated in mid-February and that new bulletin can be obtained at www.hawaii.gov/labor. All material and equipment required shall be on a cost plus 10% basis. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.
2. If repairs require using outside sub-contractors in addition to in-house labor or is more economically feasible (reduce down-time of system or special equipment or personnel to repair) to utilize outside sub-contractors, the Contractor shall be responsible to obtain quotations from sub-contractors and submit to the Contract Administrator for review. Charges for work performed by the sub-contractor will be for only the dollar amount quoted. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

Such services require the approval of the Contract Administrator or his designated representative prior to commencement of work.

The contractor shall act as liaison between DHHL and SDWB (Hawaii Safe Drinking Water Branch) regarding procedures, sanitary surveys, and other regulatory matters; meet with DOH personnel at site as requested to answer questions and/or disseminate information regarding operation of the system.

All normal operations performed by the Contractor shall include, but not be limited to the following applicable listed items:

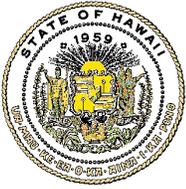
1. Familiarization of the Water System at Startup: The purpose for this requirement is to ensure that the Contractor is familiar with the water system, is able to start up the system in the event of power or water outage, equipment breakdown, or heavy storms and flooding for which the Contractor shall be responsible and accountable.



STATE OF HAWAII

SCOPE OF SERVICES

- a. Operate entire water system. A DHHL representative shall be present for training purposes.
 - b. Contractor shall maintain a regular maintenance log for record keeping of essential equipment needed to operate the system such as operating hours of pumps, water level indicators and alarm systems. Contractor shall submit format of logbook and determination of essential equipment based on the SDWB requirements and approval of DHHL.
 - c. Review the water sample points and make recommendations on changes as necessary. The Contractor shall be responsible for the submission of any sample site plan modification to the SDWB and DHHL for approval.
2. Operations and Maintenance of Anahola Water System
- a. Wells, pumps, and related equipment
 - i. The contract operator shall personally inspect wells, pumps, and equipment and record all findings, including operating pressures, run-time meter readings, and flow-meter readings on the Daily Well Logs at least two days each week.
 - ii. The contract operator shall initial all Daily Well Log entries as well as record the date and time of inspection in his/her state-issued Operators Log Book. A monthly .pdf scan of the log shall be sent to DHHL Contract Point of Contact (POC) within 10 days of the end of the month.
 - iii. The contract operator shall use the Daily Well Logs to compile a Monthly Production Report.
 - iv. The contract operator shall alert the DHHL POC when a necessary pumping test is needed.
 - v. The contract operator shall perform grass-cutting services surrounding the well site as needed and ensure that area is clean of debris.
 - vi. At minimum, the following schedule will be maintained:
 1. Pump System
 - a. Twice weekly
 - i. Inspect, adjust, repair and or replace if necessary, after receiving approval from DHHL, chlorine metering pump system.
 - ii. Inspect, adjust, repair and or replace if necessary, after receiving approval from DHHL, flow metering and totalizer system.
 - iii. Check, adjust and repair if necessary after receiving approval from DHHL, deepwell pump for vibration, noise and proper operation.
 - b. Monthly
 - i. Check, adjust, repair and or replace if necessary, after receiving approval from DHHL, automatic pump control valves for proper operation.



STATE OF HAWAII

SCOPE OF SERVICES

- ii. Check seals on deepwell pump for leakage and adjust, repair and or replace as required.
- iii. Check for proper alignment of motor/pump coupling and adjust, repair and or replace if necessary after receiving approval from DHHL.
- iv. Check pump bearings for abnormal temperature and replace if necessary after receiving approval from DHHL.
- v. Lubricate motor and pump bearings per manufacturer's recommendations.
- vi. Check mounting bolts for tightness and tighten per manufacturer's recommendations.
- vii. Clean motor starter contacts and replace if necessary.
- viii. Test, check and maintain the alarm system that notifies maintenance personnel of an emergency at the pump station.
- c. Quarterly
 - i. Check and adjust automatic pump control system (tank to sequence switch assembly) for start/stop signal and repair if necessary after receiving approval from DHHL.
 - ii. Check and adjust reservoir level indicator assembly for proper operation and level readings.
 - iii. Inspect all sensors, gauges, monitors, control devices and adjust through field calibration if necessary for proper operation.
- d. Semi-Annually
 - i. Clean strainer.
 - ii. Check all valves for proper operation, tightness and repair or replace if necessary after receiving approval from DHHL.
 - iii. Thoroughly clean out all dust and dirt from inside of electrical panels and starters.
- e. Annually
 - i. Scrape and sand bare metal and paint all rusted areas for preventive maintenance.
 - ii. Inspect condition of wiring and conduit from motor to starter and repair or replace if necessary, after receiving approval from DHHL.
 - iii. Open, inspect, clean and test pressure regulating and automatic control valves for proper operation and pressure setting.
 - iv. Megger motor and submit report and recommendations to the DHHL in writing.

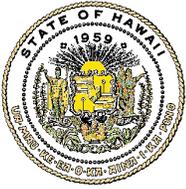
b. Tanks



STATE OF HAWAII

SCOPE OF SERVICES

- i. The contract operator shall twice weekly make a visual inspection of the ground exterior of the storage tank. The contract operator shall alert the DHHL POC when necessary of any unusual activities or repairs needed.
 - ii. The contract operator shall at least quarterly inspect and repair if necessary, after receiving approval from DHHL the following: the tank roof, tank vent, lock on entry port, safety condition of ladder, water level mechanism, operating overflow, conditions of exterior tank surface coating. The contractor shall at least annually inspect the tank hatch and seal. The contractor will include quarterly inspections of the tank to DHHL as a .pdf file.
 - iii. The contract operator shall alert the DHHL POC when a necessary professional tank inspection or cleaning is needed.
 - iv. At the discretion of DHHL, the contractor shall work with DHHL to contract out to have the tanks internally inspected as necessary. If DHHL elects to contract out this inspection, these costs shall be incurred through the contingency allotment.
- c. Fire hydrants
- i. The contract operator shall number all fire hydrants or refresh the numbering system of the fire hydrants.
 - ii. The contract operator shall annually exercise and lubricate all fire hydrants to ensure they are properly functioning. The contract operator shall inspect and paint hydrants as necessary.
 - iii. Upon completion of the fire hydrant maintenance, the contract operator shall supply DHHL a copy of all residual pressure readings at each hydrant.
 - iv. The contract operator shall maintain a testing log to document each hydrant's condition and inspection history and submit the testing log to DHHL no later than 12/31 of each year.
- d. Water mains
- i. The contract operator shall locate and mark necessary water mains within 48 hours of receiving a request by a citizen or contractor to excavate within 10 feet of a water main or service line. The contract operator shall also document any request for line locations as well as any leaks or breaks caused by excavators and shall present this information to the DHHL POC.
 - ii. The contract operator shall coordinate a leak-detection survey if non-revenue water loss exceeds 30 percent of the total water produced, or if it is recorded that there is a 10 percent increase in non-revenue water during a bi-monthly period. The contractor is responsible for providing a report of the water sold, water produced, and estimated other uses to the DHHL POC bi-monthly.
 - iii. The contract operator shall periodically perform visual leak inspections to ensure that non-revenue water loss is identified and repairs are scheduled in a timely basis.
 - iv. Within three months of contract award, the contract operator shall submit a valve exercising program plan to DHHL for review and approval. The contractor shall exercise all valves, checking for proper operation and tightness; repair or replace,



STATE OF HAWAII

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if necessary, after receiving approval from DHHL. Record results and submit to DHHL annually.

- v. The contract operator shall annually submit a unidirectional fire hydrant flushing program to DHHL for review and approval which shall include the date range of flushing so that the Homestead may be notified prior to flushing. The contract operator may need to flush dead ends and other locations within the system more frequently than annually to maintain water quality and a chlorination residual throughout the system. If the contractor can demonstrate that flushing of dead ends is required more frequently than monthly to maintain water quality, the contractor shall work with DHHL in installing and maintaining automatic flushing stations. Flushing of mainlines are additionally required when contaminants are found, after repair of line breaks and after major components are replaced.
- vi. Inspect pressure reducing stations for proper operations, perform maintenance and service on the pressure reducing station, and adjust as needed to maintain downstream pressure.
- vii. Flush and maintain the inter-connection manifold system semi-annually. The contractor shall coordinate with Kauai Department of Water (KDOW) at least annually to inspect and schedule any necessary repairs to the inter-connection. Monthly, the contract operator shall test and maintain emergency equipment used for the interconnect for proper operation.
- viii. The contract operator shall work with the DHHL Kauai District Office if water needs to be shut off in order to complete water system repairs or replacements. The Contract Operator shall provide customers notice of water outages at least one week prior to scheduled maintenance when possible.
- ix. The Contractor shall paint valves or other exposed plumbing for preventive maintenance.

e. Meters and service connections

- i. Bi-monthly, the contract operator shall read all distribution system meters and calculate customer usage using DHHL handheld meter reading computer. The contract operator shall provide usage reports to DHHL Kauai District Office.
- ii. Every other month, the contract operator shall document any indications of leaks, damage, tampering, and non-functioning meters. The contract operator shall inspect conditions of the water meters and meter boxes. The contractor shall repair or replace meters and meter boxes after receiving approval by DHHL.
- iii. DHHL shall periodically generator a computer report detailing possible non-functioning meters and the contract operator shall check the meter for validity and perform meter change-outs as necessary.
- iv. The contract operator shall install new meters in existing boxes and de-activate existing meters as authorized by DHHL representative. The Contractor shall submit invoice copies for reimbursement requests. Reimbursement request will not be accepted without invoice copies.

f. Sampling Stations



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- i. The contractor shall maintain the integrity and cleanliness of the sampling stations. The contractor shall replace or install new sampling station as necessary.

- g. Emergency Repairs and Call outs
 - i. Repair to equipment and appurtenances other than routine servicing described shall be performed as described under Scope of Work, SPECIFICATIONS page S-1 and S-2. Contractor shall respond to an emergency or a break in service within 60 minutes of notification.
 - ii. The contract operator shall notify DHHL of the extent of the damage as soon as reasonable. If a boil water notice or do not use order is issued, the contract operator shall immediately notify the DHHL POC.

- h. Recordkeeping
 - i. The contractor shall be responsible for maintaining an Operator Log Book detailing his/her activities. A copy of the operator log shall be submitted annually to DHHL as an Adobe.pdf file.
 - ii. Prepare and maintain copies of the Monthly and Annual Production Reports as well as supply a copy to DLNR and DHHL.
 - iii. Prepare a water accountability report to DHHL after the completion of every billing cycle which notes water produced, water sold, and other known water uses. The water accountability report shall be submitted bi-monthly.
 - iv. Prepare the Annual Operations & Maintenance Report and supply a copy to the DHHL POC. The Annual Operations and Maintenance Report shall note deficiencies and recommendations for the water system and any trends noted by the operator.
 - v. Prepare the annual consumer confidence report (CCR) by April 15th of each year. The draft shall be reviewed by the DHHL POC prior to distribution to the public.
 - vi. The contract operator shall be responsible for maintaining copies of all state correspondence, test results, sanitary surveys and annual reports. The contract operator shall ensure that DHHL POC has received a .pdf copy of all state correspondence and sanitary surveys.

- i. Testing and Monitoring
 - i. Chlorine residual tests
 - 1. Twice each week the contract operator shall check the free chlorine residuals at the well site and at least weekly at the ends of the distribution system.
 - 2. The contract operator shall document the chlorine residual test results on a Chlorine Testing log
 - a. If the free chlorine residual is tested as 0.2 mg/l or less at the end of the distribution system, the contract operator shall take the necessary steps to increase the free chlorine residual, including adjusting the chlorine feed rate and flushing.



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- b. The contract operator shall ensure that there is sufficient supply of chlorine stock and coordinate replenishment of chlorine stock. The contractor shall monitor chlorine stock and solution quality to ensure a sanitary, safe product. The contract operator shall keep chlorine storage facility clean and free of debris and pests.
- ii. Bacteriological tests and other required testing, reporting and monitoring
 - 1. The contract operator shall collect the monthly bacteriological samples at the approved sampling sites and deliver them to the State or approved laboratory per the state approved schedule each month.
 - 2. If the bacteriological tests indicate the presence of coliform bacteria or are in any way not satisfactory, the contract operator shall take immediate necessary actions prescribed by the SDWB which may include public notification, flushing of lines, resampling procedures, and assessments prescribed by the revised total coliform rule.
- iii. Other required testing, reporting, and monitoring
 - 1. All other required testing, reporting, and monitoring specified by the Safe Drinking Water Act and/or directed by the SDWB shall be completed by the Contract Operator following the state-prescribed guidelines and by the date that such testing, reporting, or monitoring is specified by the SDWB
- iv. If DHHL has been found to be in non-compliance with the Safe Drinking Water Act due to monitoring violations, exceeding a maximum contaminant level standard, or has triggered an action level, the contract operator shall contact the DHHL POC and so advise on the status. The contractor shall work with DHHL in notifying all users and initiate corrective measures as required by the SDWB.
- v. All costs including labor to obtain samples of water quality tests that are performed at the State laboratory are the contract operator's responsibility. The testing costs associated with any water quality tests that are not performed at the State laboratory shall be reimbursed at a cost plus 10% basis.
- j. Chlorine and Other Supplies
 - i. Contractor shall coordinate the ordering and receiving of chlorine and other supplies required for system operation such as gasoline for mowers, replacement parts for chlorine pump, electrical components and hoses. Replacement supplies will be the responsibility of the DEPARTMENT. The CONTRACTOR shall be reimbursed the cost of such items only with DHHL approval prior to purchase.
- k. Landscape Maintenance
 - i. Mow lawn, cut brush and weeds, and remove all rubbish within fence line of well site and storage tank.
 - ii. Cut and remove brush and weeds around fire hydrants and valve boxes.



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SCOPE OF SERVICES

3. SCOPE OF SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM, KAUAI
EMERGENCY AND CALL OUT SERVICE

The Contractor shall provide emergency and call out service for repair of a gravity flow ditch water distribution system. Repairs may include, but are not limited to, water ditches, distribution water lines, water meters and intake ducts.

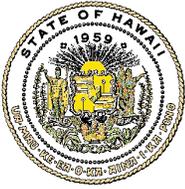
Contractor shall contact the Contract Administrator or his designated representative and provide recommendations regarding the repair of the affected portions of the system.

Repair tasks shall include inspection and shall consist of furnishing all labor, equipment, parts, materials and tools necessary to perform a thorough and complete repair to operating condition. All services shall be performed and subject to inspection and approval by the Department of Hawaiian Home Lands (DHHL) prior to the start of work.

All tools and labor needed to repair the system shall be the responsibility of the Contractor. DHHL will reimburse the Contractor for parts and supplies. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

In the event of an emergency repair and/or call out service, the Contractor shall provide the Contract Administrator, or his designated representative, with the following:

1. Cost estimates if repairs can be made with in-house labor and materials. The Contractor will submit cost estimates for approval prior to the start of work. Labor charges will be based on the rates for the applicable time situations listed on a current Wage Rate Schedule Bulletin published by the Department of Labor and Industrial Relations. All material and equipment required shall be on a cost plus 10% basis. The Contractor shall submit invoice copies with reimbursement request. Reimbursement requests will not be accepted without invoice copies.
2. If repairs require using outside sub-contractors in addition to in-house labor or is more economically feasible (reduce down-time of system or special equipment or personnel to repair) to utilize outside sub-contractors, the Contractor shall be responsible to obtain quotations from Sub-contractors and submit to the Contract Administrator for review. Charges for work performed by the sub-contractor will be for only the dollar amount quoted. The Contractor shall submit invoice copies with reimbursement request. Reimbursement requests will not be accepted without invoice copies.



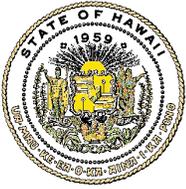
STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project: Operation and Maintenance of the DHHL Anahola Water System and Emergency and Call Out Services for the Puu Opae Ditch Water System
Location: Anahola, Island of Kauai, Hawaii
Contractor: TBD

The State shall pay the CONTRACTOR a sum not to exceed _____ AND ___/100 DOLLARS (\$_____) for the satisfactory completion of the work under this contract.

Table with 4 columns: Item No., Description, Unit Bid Price, No. of Months, Total Bid Price. Includes Group IA (Operation & Maintenance of Anahola Water System) and Group IB (Emergency Repairs and Call-outs).

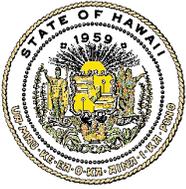


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Group IIA Puu Opaie Ditch Water System Emergency Repairs and Call-outs

8	Twenty-four (24) hour emergency call-out services provided seven (7) days a week with one (1) hour response time performed by appropriate licensed trade (Allowance)	\$ 10,000.00
9	Unforeseen Equipment Failures: An allowance is provided for unforeseen equipment failures, including but not limited to, total replacement or replacement of parts for pumps, electrical lines, tanks, transmission and distribution lines and other related water facility needs (Allowance)	\$ 25,000.00
10	Sub-total Bid Price (Group IIA, Items Nos. 8-9)	\$ 35,000.00
	TOTAL SUM BID (GROUP IA, IB & IIA, Item Nos. 7+10)	\$ _____



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TIME OF PERFORMANCE

Project: Operation and Maintenance of the DHHL Anahola Water System and Emergency and Call Out Services for the Puu Opae Ditch Water System
Location: Anahola, Island of Kauai, Hawaii
Contractor: TBD

1. The Time of Performance for this Contract shall be thirty-six (36) months from the effective date specified in the Notice to Proceed issued by the STATE separately to the CONTRACTOR.
2. Unless terminated, the contract shall be extended for not more than one (1) additional thirty-six-month period or parts thereof, without the necessity of rebidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price or as adjusted in accordance with the price adjustment provisions below and/or by State initiated contract modifications.
3. The CONTRACTOR or the STATE may terminate the extended contract period at any time upon three (3) months prior written notice.

SAMPLE



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)
Jobie M. K. Masagatani
(Print Name)
Chairman, Hawaiian Homes Commission
(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

Project: Operation and Maintenance of the DHHL Anahola Water System and Emergency and Call Out Services for the Puu Opae Ditch Water System
Location: Anahola, Island of Kauai, Hawaii
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”.
- b. “Department of Hawaiian Home Lands” “Department” “DHHL” and “STATE”.

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contract items.

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 CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is 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 subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value



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SPECIAL CONDITIONS

Fire and extended coverage	100% Replacement Value
Malicious Mischief	100% Replacement Value
Flood Insurance , if applicable	Maximum Coverage available

- a. The State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents shall be named as additional insured with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to the DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as 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 CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract 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. CONTRACTOR shall immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self insured State agency. 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 CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements and CONTRACTOR shall, upon request, provide the STATE a copy of the policy or policies of insurance for any subcontractor.

SC-03

COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall enter into a contract for furnishing services for a three (3) year period commencing on the date specified on the Notice to Proceed issued by the STATE.



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Unless terminated, contract shall be extended for not more than one (1) additional thirty-six month period or portions thereof, without the necessity of rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration.

The CONTRACTOR or the STATE may terminate the extended contract period at any time upon three (3) months prior written notice.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at Hale Kalaniana'ole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05 ALLOWANCES

The proposal may contain payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-06 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-07 OFFEROR QUALIFICATIONS

In addition to meeting legal and other requirements of this IFB, offeror must meet these bidder qualification requirements to be considered for award:

1. The Offeror shall have a minimum of five (5) consecutive years of experience at the time of bid opening in the operations and maintenance of domestic water systems. Offeror shall submit with offer, documented operations and maintenance and repair experience to substantiate 5 consecutive years of experience requirement.



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2. Offeror must possess the necessary business and tax licenses to conduct business in the State of Hawaii.
3. Offeror, or, Offeror's subcontractor performing plumbing services, shall have at the time of bid submittal, current C-37 contractor license or C-37d and C-37e contractor licenses issued by the Department of Commerce and Consumer Affairs (DCCA) pursuant to Chapter 444, HRS. In addition, plumber mechanics of the Offeror or its subcontractor who will be physically performing plumbing work shall possess a Chapter 448E, HRS, journey worker or master plumber license issued by the DCCA at the time of bid submittal. Questions as to the procedures for obtaining and registering for such licenses should be addressed to:

DCCA, Division of Professional and Vocational Licensing
Princess Victoria Kamamalu Building
1010 Richards Street, 1st and 17th Floor
Honolulu, Hawaii 96813
Phone: (808) 586-3000
E-mail: <http://www.state.hi.us/dcca/pvl/contact.html>

On the appropriate Bid Offer Form page, Offeror shall list its company name or its subcontractor's name along with the type(s) of HRS Chapter 444 Contractor license(s) who will physically perform the plumbing work and the HRS Chapter 448E license number(s). Copies of the licenses shall be submitted to the State within five (5) working days upon request. Failure to provide current licenses upon request shall result in rejection of bid.

4. Offeror's personnel or personnel of subcontractor in responsible charge of the water system shall have obtained water distribution system operator certification as required by the State Department of Health (DOH) at the time of bid opening. Questions as to the procedures for obtaining and registering for such certification should be addressed to:

DOH, EMD
Safe Drinking Water Branch
919 Ala Moana Blvd., Room 308
Honolulu, Hawaii 96814
Phone: (808) 586-4258
E-mail: <http://www.azane.eha.health.state.hi.us>
Contact: Ann Takushi Zane P.E.
Nora Macariola-See P.E.



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Copies of the certificate shall be submitted to the State within five (5) working days if requested. Failure to provide current certificate shall result in rejection of bid.

5. The Contractor shall have a service facility on the Island of Kauai where servicing and repair of equipment will be performed. The State shall have access to Contractor's personnel via telephone 24 hours a day, seven (7) days a week, who shall respond to complaints or emergency service requests. This information shall be provided on the appropriate Bid Offer Form page. Contractor must be able to respond to emergencies within one hour of notification.

If the Offeror does not have a facility on the Island of Kauai, arrangements shall be made with a company on the island to provide the State with repair services. Offeror shall provide the name and address of this facility in the space provided on the appropriate Bid Offer Form page. The State reserves the right to inspect the designated service facility to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

SC-08: CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of a bid in response to the IFB, bidder certified as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

SC-09: SITE INSPECTION

Prior to submittal of an offer, Offerors may inspect the location to thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. Offeror inspection is not mandatory; however, submission of an offer shall be evidence that the Offeror understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, after bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.



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SC-10 INQUIRIES

All inquiries regarding any item in this IFB shall be in writing and received by the Issuing Officer by February 10, 2017, 2:00 p.m. (HST). Only those written inquiries received by the deadline shall be responded to. An addendum shall be issued to provide offerors with a list of inquiries and responses. The State’s responses shall not be construed to make any changes to the IFB unless otherwise revised by an addendum.

SC-11 STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Offeror shall complete and submit the attached wage certification by which offeror certified that the services required will be performed pursuant to Section 103-55, HRS, as amended.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increase wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor’s place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for State positions. Effective 10/1/2016, the basic hourly wages paid to the State positions are as follows:

<u>Class</u>	<u>Hourly Rate</u>
Water System Maintenance Worker (10.145)	\$
Water System Maintenance Helper (10.140)	\$
Plumber I (10.130)	\$
Plumber II (10.133)	\$
(See Attachment for Position Class Specification)	

Accordingly, Offeror should consider the aforementioned wage rates when preparing his/her quote.



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SC-12 PRICE ADJUSTMENT DUE TO WAGE INCREASE TO STATE EMPLOYEES

At the release of this IFB, only the current wages of State employees performing similar work are known. Should their wages increase during any period of the contract, including supplements, the Contractor may request for increase in contract price if the current wages paid for similar positions are lower than wages paid to State employees. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Bid Offer Form page, the percentage of the unit bid price that represents labor costs. If the Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to DHHL on a timely basis.
 - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of the increase for the State employee.
 - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor should call the Project Manager named on the cover of this Invitation for Bids to obtain the current wage information.
4. Contract price adjustment shall be considered:
 - a. Only upon request by the Contractor accompanied by proof satisfactory to the State that its employees have been paid comparable wages to State employees; and



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- b. Only if there is a wage increase to public employees performing comparable work; and
- c. Only for the contract period in which the price adjustment request is submitted (current contract period only).

Example:

Original contract period: March 7, 2003 to March 6, 2004
Extension period: March 7, 2004 to March 6, 2005

The option to extend the original contract is exercised for the period March 7, 2004 to March 6, 2005. On March 1, 2005, the State announces a pay raise retroactive to July 1, 2003 and the Contractor soon thereafter submits a request for modification accompanied by acceptable documentation. A contract modification is issued to reflect a price adjustment for the current period of the contract, March 7, 2004 to March 6, 2005. Note that the price adjustment is not applied retroactively to July 1, 2003 since the condition of this contract allows price adjustment to the current contract period only.

- 5. Price adjustment based on the actual dollar increase per hour per State employee shall be calculated as follows:
 - a. Bid Price/Hr/Officer (A) = (A) for example = \$15.00/hr
 - b. Current Hourly Wage Rate (B) = (B) for example = \$11.00/hr
 - c. New Hourly Wage Rate paid to State Employees (C) = (C) for example = \$11.50/hr
 - d. Hourly Wage Increase to State employees (D) = (D) for example = \$.50/hr
 - e. Adjusted Bid Price/Hr/Officer (E) = (A) + (D), or
\$15.00 + \$.50 = \$15.50/hr
- 6. In addition to the actual dollar amount of wage increase, Contractor may apply for the percentage (%) fringe benefits required by Statute. However, the resulting fringe benefit percentage shall only be applicable to the actual dollar amount of increase and the State shall only consider those benefits that are required by contract and are directly affected by the wage increase.

If request includes adjustment for wage related fringe benefits, Contractor must provide support documentation and an itemized percentage breakdown of the fringe benefits being paid.



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The State had determined that the applicable fringe benefits for wage related price adjustments shall be limited to: 1) Federal Old Age Benefits, 2) Worker Compensation, 3) Temporary Disability Insurance, and 4) Unemployment Insurance. Based on past experience, it has been determined that the percentage increase be set at 16%. If Contractor is able to document that their percent for fringe is higher than 16%, the State will review and consider Contractor's claim.

The following method of calculation shall be applied for the fringe benefits:

- a. 16% for Allowable Fringe Benefits
- b. \$ Adjusted for Allowable Fringe Benefits (F) = (D) x (.16), or
\$.50 x .16 = \$.08
- c. Adjusted Bid Price/Hr/Officer + Fringe Benefits
(E) + (F), or \$15.50 + \$.08 = \$15.58

- 7. After the contract modification for the increase is issued by the State, but before payment of an increase is made on the portion of the current contract period already performed, the Contractor shall show proof that its employees were given the retroactive wage increase.

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

SC-13 INSPECTION

The State retains the general right of inspection by a designated representative in order to judge, whether in the State's opinion, such work is being performed by the Contractor in accordance with terms of this bid proposal.

SC-14 INVOICING

Invoices shall be payable upon certification by the Project Manager that the Contractor has satisfactorily performed the required services.

Contractor shall submit original and three copies of the invoice to the following address:

Department of Hawaiian Home Lands
Attention: Mr. Richard Speer, Project Manager
91-5420 Kapolei Parkway
Kapolei, HI 96707

Invoice shall reference both the contract number and the IFB number.

For emergency services or extra work approved by the Project Manager, a separate detailed invoice is required. Invoices shall contain a description of the work done, the



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SPECIAL CONDITIONS

amount and purchase order number authorizing the work. The Contractor shall also submit copies of material invoices and labor time sheets to substantiate parts and services charges to the State.

SC-15 PAYMENT

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

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

SC-16 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions 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.

SC-17 WATER SYSTEM SPECIFICATIONS

The “WATER SYSTEM STANDARDS,” State of Hawaii, dated 2002, and all subsequent amendments and additions, are by reference incorporated herein and made a part of these contract documents. The work embraced herein shall be performed by the CONTRACTOR in accordance with the “WATER SYSTEM STANDARDS,” and the various sections of the Special Conditions.

The term “Water System Standards” used in these contract documents refers to the “WATER SYSTEM STANDARDS” State of Hawaii, dated 2002, and all subsequent amendments and additions.

SC-18 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR’s prices shall include the General Excise Tax for all work.

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 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.

NOTICE OF INTENTION TO BID

Date: _____

Ms. Jobie M.K. Masagatani, Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Richard Speer, Land Development Division
Notice of Intention to Bid due 2:00 p.m., February 14, 2017.

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-17-HHL-008, OPERATION AND MAINTENANCE OF THE DHHL ANAHOLA WATER SYSTEM AND EMERGENCY AND CALL OUT SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM, ANAHOLA, County of Kauai, State of Hawaii, for which bids will be opened on **2:00 p.m., February 24, 2017.**

_____	_____
Name of Firm	Contractor's License No.
_____	_____
Address	Hawaii General Excise Tax No.
_____	_____
City, State and Zip Code	Telephone No. / Facsimile No.

	e-mail address

Respectfully submitted,

Signature

Print Name and Title

Date: _____

Gentlemen:

The Department of Hawaiian Home Lands acknowledges on this date above, your Notice of Intention to Bid on IFB-17-HHL-008.

Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

SAMPLE

STATE OF HAWAII STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

issued by the

PROCUREMENT POLICY BOARD

STATE OF HAWAII

June 16, 2003

**To be filed with the procurement officer calling for offers
in accordance with Section 103D-310, HRS, as amended.**

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

COVERING EXPERIENCE, EQUIPMENT AND FINANCIAL STATEMENT OF OFFERORS. THE OFFICER CALLING FOR OFFERS MAY REQUIRE THE OFFEROR TO FURNISH ADDITIONAL INFORMATION NOT SPECIFICALLY COVERED HEREIN. ALL ITEMS MUST BE ANSWERED AND OMISSIONS MAY BE CONSIDERED GOOD CAUSE FOR UNFAVORABLE CONSIDERATION.

GENERAL INFORMATION

1. The statements contained in this Questionnaire are being furnished for consideration in submitting an offer for the following project:

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

- A Corporation
- A Partnership
- An Individual
- A Joint-Venture

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

3. If the bid is submitted by a joint venture, composed of two or more individual firms, then each member firm comprising the joint venture must submit all information listed on pages 3 through 16, inclusive, of the Questionnaire and, in addition, answer the following:

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____
If not, state the terms of agreement in this respect: _____

5. Has any officer or partner of your organization in the past five (5) years been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization and reason therefore _____

6. Has any officer or partner of your organization in the past five (5) years failed to complete a contract handled in his own name? _____ If so, state name of individual, name of Owner and reason therefore.

7. In what other lines of business are you financially interested? _____

8. For what corporations or individuals in the past five (5) years have you performed work, and to whom do you refer? _____

9. For what counties within the State of Hawaii have you performed work and to whom do you refer?

10. For what Bureaus or Departments of the State government have you performed work and to whom do you refer?

11. Have you performed work for the U. S. Government? _____ If so, when and to whom do you refer?

12. Have you ever performed any work for any other governmental agencies outside the State of Hawaii? _____ If so, when and to whom do you refer? _____

13. What is the [construction] experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Work Experience	Magnitude and Type of Work	In What Capacity?

EQUIPMENT QUESTIONNAIRE

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

1. In what manner have you inspected this proposed work? Explain in detail. _____

2. Explain your plan or layout for performing the proposed work. _____

3. The work, if awarded to you, will have the personal supervision of whom?

4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used. _____

5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____

6. Do you intend to do grading on the proposed work with your own forces? _____ If so, give type of equipment to be used _____

FINANCIAL STATEMENT

Submitted by _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made

BALANCE SHEET

As of _____, 20_____

Assets

Current assets:

Cash and cash equivalents (1)	\$ _____
Short-term investments (2)	_____
Accounts receivable, net (3)	_____
Inventories (4)	_____
Costs and estimated earnings in excess of billings on uncompleted contracts (5)	_____
Prepaid expenses and other (6)	_____
Sub-Total Current Assets	_____

Property and equipment:

Land (7)	_____
Buildings (8)	_____
Vehicles, machinery and equipment (9)	_____
Furniture and fixtures (10)	_____
Less accumulated depreciation	(_____)
Sub-Total Net Property and Equipment	_____

Other assets:

Cash surrender value of life insurance policies (11)	_____
Deposits and other (12)	_____
Sub-Total Other Assets	_____

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

Current portion of long-term debt (1)	\$ _____
Accounts payable (2)	_____
Billings in excess of costs and estimated earnings on uncompleted contracts (3)	_____
Accrued liabilities and other (4)	_____
Sub-Total Current Liabilities	_____

Long-term debt, net of current portion (5) _____

Sub-Total Liabilities & Long-term Debt: \$ _____

Stockholder's equity:

Capital stock (6)	_____
Additional paid-in capital (7)	_____
Retained earnings	_____
Treasury stock (8)	(_____)
Sub-Total Stockholder's Equity	\$ _____

Total Liabilities and Stockholder's Equity \$ _____

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(2) Short-term investments:

<u>Type of Security</u>	<u>Cost</u>	<u>Unrealized Gains</u>	<u>Unrealized Losses</u>	<u>Estimated Fair Value</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____	\$ _____

(3) Accounts receivable (list major debtors):

Completed contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Amount Receivable</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
		\$ _____	\$ _____	\$ _____

Other than completed contracts

<u>Name</u>	<u>Description</u>	<u>Due Date</u>	<u>Amount Receivable</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	Less allowance for doubtful accounts		(_____)
			\$ _____

(4) Inventories

<u>Description</u>	<u>Cost</u>	<u>Market Value</u>	<u>Lower of Cost or Market Value</u>
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
	\$ _____	\$ _____	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(5) Costs and estimated earnings in excess of billings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Costs and Estimated Earnings in Excess of Billings</u>
		\$ _____	\$ _____	\$ _____	\$ _____	
			\$ _____	\$ _____	\$ _____	\$ _____

(6) Prepaid expenses and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(7) Land

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(8) Buildings

<u>Description</u>	<u>Location</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
		\$ _____

(9) Vehicles, machinery and equipment

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(10) Furniture and fixtures

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

<u>Key Employee</u>	<u>Insurance Company</u>	<u>Policy Amount</u>	<u>Paid-Up Additional Insurance</u>	<u>CSV Amount</u>
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Less loans payable		_____	_____	(_____)
		\$ _____	\$ _____	\$ _____

(12) Deposits and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

(1) Current portion of long-term debt (maturing within 12 months)

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	\$ _____

(2) Accounts payable (list major creditors)

<u>Name</u>	<u>Past Due Amount</u>	<u>Amount</u>
_____	\$ _____	\$ _____
_____	_____	_____
_____	_____	_____
_____	\$ _____	\$ _____

(3) Billings in excess of costs and estimated earnings on uncompleted contracts

<u>Name</u>	<u>Description</u>	<u>Completion Date</u>	<u>Contract Amount</u>	<u>Costs and Estimated Earnings to Date</u>	<u>Billings to Date</u>	<u>Billings in excess of costs and Estimated Earnings</u>
_____	_____	_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	\$ _____	\$ _____	\$ _____	\$ _____

(4) Accrued liabilities and other

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
_____	\$ _____

(5) Long-term debt, net of current portion

<u>Lender</u>	<u>Description</u>	<u>Security Pledged</u>	<u>Due Date</u>	<u>Amount</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	\$ _____

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY (Continued)

(6) Capital stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Issued and Outstanding</u>	<u>Par Value</u>	<u>Amount</u>
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
					\$ _____

(7) Additional paid-in capital

<u>Description</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____
	\$ _____

(8) Treasury stock

<u>Type of Stock</u>	<u>Class</u>	<u>No. of Shares</u>	<u>Cost</u>
_____	_____	_____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____
			\$ _____

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

	20____	20____
	_____	_____
Contract revenues	\$ _____	\$ _____
Costs of contracts	_____	_____
Gross income from contracts		
General and administrative expenses	_____	_____
Income from operations		
Other income (expense)	_____	_____
Income before income taxes		
Income taxes	_____	_____
Net income		
Retained earnings, beginning of the year	_____	_____
Retained earnings, end of the year	\$ _____	\$ _____

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age												
_____	_____												
_____	_____												
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_____	_____												
_____	_____												

The undersigned hereby declares: that the foregoing is a true statement of the financial condition of the individual, partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the offeror a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official, and affix corporate seal.

Affidavit for Individual

STATE OF HAWAII
 COUNTY OF _____

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII
 COUNTY OF _____

_____ being duly sworn, deposes and says that he is a member of the firm of _____; and that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII
 COUNTY OF _____

_____ of the _____ being duly sworn, deposes and says that he is described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Sworn to before me this _____ day of _____ 20____ (Officer must also sign here)

 Notary Public

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

I, _____, Secretary of _____
Corporation, a _____ corporation, do hereby certify that the following is a full,
true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation,
at its meeting duly called and held at the office of the Corporation located at

(address)

on the _____ day of _____, 20____, at which a quorum was present
and acting throughout; and that said resolution has not been modified, amended or rescinded and
continues in full force and effect:

"RESOLVED that any individual at the time holding the position of
President or Vice President, be, and each of them hereby is, authorized to
execute on behalf of the Corporation any bid, proposal or contract for the
sale or rental of the products of the Corporation or for services to be
performed by the Corporation and to execute any bond required by any
such bid proposal or contract with the United States Government or the
State of Hawaii or the City and County of Honolulu, or any County or
Municipal Government of said State, or any department or subdivision of
any of them."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said _____ Corporation this _____ day of
_____, 20_____.

Secretary

(Names and Addresses of:)
President
Vice President
Secretary

CERTIFICATE FOR PERFORMANCE OF SERVICES

The undersigned bidder does hereby certify that in performing the services required for (Project Title): **IFB-17-HHL-008 Operation and Maintenance of the DHHL Anahola Water System, and Emergency and Call Out Services for the Puu Opae Ditch Water System**, it will fulfill the following conditions:

1. 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; and

2. 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, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the Department of Hawaiian Home Lands. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the Department of Hawaiian Home Lands has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

DATED at Honolulu, Hawaii, this _____ day of _____.

Name of Corporation, Partnership, or Individual

Signature and Title of Signer

Subscribed and sworn before me
this _____ day of _____.

Notary Public, _____ Judicial
Circuit, State of Hawaii
My Commission Expires: _____

SCOPE OF SERVICES FOR ANAHOLA WATER SYSTEM AND EMERGENCY AND CALL OUT SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM ON KAUAI

The contractor shall operate and maintain the system in compliance and to the standards of County, State, and Federal rules and regulations.

The Contractor shall perform complete operation, maintenance and repair services including inspections and emergency calls for all pumps, reservoirs, distribution water lines, telemetering systems, equipment and other appurtenances included under the contract, in accordance with the manufacturer's specifications and recommended time intervals.

If the manufacturer does not provide these Operating and Maintenance (O & M) specifications, the Contractor shall contact the Contract Administrator or his designated representative and provide recommendations regarding the maintenance and repair of the specific equipment or system. Such service shall include regularly scheduled operation and maintenance tasks and inspections and any repairs required for each listed herein.

The maintenance and repair tasks and inspection shall consist of the furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing and complete repair of all integral parts, lubricating, adjusting, and touch up painting where needed to keep the equipment and structures in, or returned to, a continuous operating condition. Maintenance of the system shall also include all activities such as routine flushing and water leak repair to insure water quality. All services performed will be subject to inspection and approval by the Department of Hawaiian Home Lands (DHHL) prior to start of work.

All tools and labor needed to perform the operation and maintenance services shall be the responsibility of the Contractor. DHHL will reimburse the Contractor for parts and supplies on a cost plus 10% basis. This is under normal operations and maintenance and includes all appurtenances. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

The Contractor will not be responsible for the cost of repairs due to flagrant vandalism, fire, storm or related damages that can be attributed to causes beyond his control 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 as described under General Condition Section 13 item d. However, the Contractor shall be responsible for such repairs at no cost to the State if the damages are caused by the Contractor's failure to properly maintain and service the systems and equipment.

The Contractor shall be responsible to provide and maintain a communication system to notify their maintenance personnel in the event of an emergency at the pump station.

The Contractor shall also be responsible for all extraordinary incidents above the normal operation and maintenance including emergency call-outs and equipment breakdowns. The Contractor shall provide the Contract Administrator or his designated representative with following:

1. Cost estimates if repairs can be made with in-house labor and materials. The Contractor will

submit cost estimates to the Contract Administrator or his designated representative for approval prior to starting work. Labor charges will be based on the rates for the applicable time situations listed on a current Wage Rate Schedule Bulletin published by the Department of Labor and Industrial Relations. The current Wage Rate Schedule Bulletin is included in this IFB under the section titled IFB NOTIFICATION AND INFORMATION. The current wage rate bulletin will be updated in mid-February and that new bulletin can be obtained at www.hawaii.gov/labor. All material and equipment required shall be on a cost plus 10% basis. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

2. If repairs require using outside sub-contractors in addition to in-house labor or is more economically feasible (reduce down-time of system or special equipment or personnel to repair) to utilize outside sub-contractors, the Contractor shall be responsible to obtain quotations from sub-contractors and submit to the Contract Administrator for review. Charges for work performed by the sub-contractor will be for only the dollar amount quoted. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

Such services require the approval of the Contract Administrator or his designated representative prior to commencement of work.

The contractor shall act as liaison between DHHL and SDWB (Hawaii Safe Drinking Water Branch) regarding procedures, sanitary surveys, and other regulatory matters; meet with DOH personnel at site as requested to answer questions and/or disseminate information regarding operation of the system.

All normal operations performed by the Contractor shall include, but not be limited to the following applicable listed items:

1. **Familiarization of the Water System at Startup:** The purpose for this requirement is to ensure that the Contractor is familiar with the water system, is able to start up the system in the event of power or water outage, equipment breakdown, or heavy storms and flooding for which the Contractor shall be responsible and accountable.
 - a. Operate entire water system. A DHHL representative shall be present for training purposes.
 - b. Contractor shall maintain a regular maintenance log for record keeping of essential equipment needed to operate the system such as operating hours of pumps, water level indicators and alarm systems. Contractor shall submit format of logbook and determination of essential equipment based on the SDWB requirements and approval of DHHL.
 - c. Review the water sample points and make recommendations on changes as necessary. The Contractor shall be responsible for the submission of any sample site plan modification to the SDWB and DHHL for approval.

2. Operations and Maintenance of Anahola Water System

a. Wells, pumps, and related equipment

- i. The contract operator shall personally inspect wells, pumps, and equipment and record all findings, including operating pressures, run-time meter readings, and flow-meter readings on the Daily Well Logs at least two days each week.
- ii. The contract operator shall initial all Daily Well Log entries as well as record the date and time of inspection in his/her state-issued Operators Log Book. A monthly .pdf scan of the log shall be sent to DHHL Contract Point of Contact (POC) within 10 days of the end of the month.
- iii. The contract operator shall use the Daily Well Logs to compile a Monthly Production Report.
- iv. The contract operator shall alert the DHHL POC when a necessary pumping test is needed.
- v. The contract operator shall perform grass-cutting services surrounding the well site as needed and ensure that area is clean of debris.
- vi. At minimum, the following schedule will be maintained:

1. Pump System

a. Twice weekly

- i. Inspect, adjust, repair and or replace if necessary, after receiving approval from DHHL, chlorine metering pump system.
- ii. Inspect, adjust, repair and or replace if necessary, after receiving approval from DHHL, flow metering and totalizer system.
- iii. Check, adjust and repair if necessary after receiving approval from DHHL, deepwell pump for vibration, noise and proper operation.

b. Monthly

- i. Check, adjust, repair and or replace if necessary, after receiving approval from DHHL, automatic pump control valves for proper operation.
- ii. Check seals on deepwell pump for leakage and adjust, repair and or replace as required.
- iii. Check for proper alignment of motor/pump coupling and adjust, repair and or replace if necessary after receiving approval from DHHL.
- iv. Check pump bearings for abnormal temperature and replace if necessary after receiving approval from DHHL.
- v. Lubricate motor and pump bearings per manufacturer's recommendations.
- vi. Check mounting bolts for tightness and tighten per manufacturer's recommendations.

- vii. Clean motor starter contacts and replace if necessary.
 - viii. Test, check and maintain the alarm system that notifies maintenance personnel of an emergency at the pump station.
 - c. Quarterly
 - i. Check and adjust automatic pump control system (tank to sequence switch assembly) for start/stop signal and repair if necessary after receiving approval from DHHL.
 - ii. Check and adjust reservoir level indicator assembly for proper operation and level readings.
 - iii. Inspect all sensors, gauges, monitors, control devices and adjust through field calibration if necessary for proper operation.
 - d. Semi-Annually
 - i. Clean strainer.
 - ii. Check all valves for proper operation, tightness and repair or replace if necessary after receiving approval from DHHL.
 - iii. Thoroughly clean out all dust and dirt from inside of electrical panels and starters.
 - e. Annually
 - i. Scrape and sand bare metal and paint all rusted areas for preventive maintenance.
 - ii. Inspect condition of wiring and conduit from motor to starter and repair or replace if necessary, after receiving approval from DHHL.
 - iii. Open, inspect, clean and test pressure regulating and automatic control valves for proper operation and pressure setting.
 - iv. Megger motor and submit report and recommendations to the DHHL in writing.
- b. Tanks
 - i. The contract operator shall twice weekly make a visual inspection of the ground exterior of the storage tank. The contract operator shall alert the DHHL POC when necessary of any unusual activities or repairs needed.
 - ii. The contract operator shall at least quarterly inspect and repair if necessary, after receiving approval from DHHL the following: the tank roof, tank vent, lock on entry port, safety condition of ladder, water level mechanism, operating overflow, conditions of exterior tank surface coating. The contractor shall at least annually inspect the tank hatch and seal. The contractor will include quarterly inspections of the tank to DHHL as a .pdf file.
 - iii. The contract operator shall alert the DHHL POC when a necessary professional tank inspection or cleaning is needed.

- iv. At the discretion of DHHL, the contractor shall work with DHHL to contract out to have the tanks internally inspected as necessary. If DHHL elects to contract out this inspection, these costs shall be incurred through the contingency allotment.
- c. Fire hydrants
- i. The contract operator shall number all fire hydrants or refresh the numbering system of the fire hydrants.
 - ii. The contract operator shall annually exercise and lubricate all fire hydrants to ensure they are properly functioning. The contract operator shall inspect and paint hydrants as necessary.
 - iii. Upon completion of the fire hydrant maintenance, the contract operator shall supply DHHL a copy of all residual pressure readings at each hydrant.
 - iv. The contract operator shall maintain a testing log to document each hydrant's condition and inspection history and submit the testing log to DHHL no later than 12/31 of each year.
- d. Water mains
- i. The contract operator shall locate and mark necessary water mains within 48 hours of receiving a request by a citizen or contractor to excavate within 10 feet of a water main or service line. The contract operator shall also document any request for line locations as well as any leaks or breaks caused by excavators and shall present this information to the DHHL POC.
 - ii. The contract operator shall coordinate a leak-detection survey if non-revenue water loss exceeds 30 percent of the total water produced, or if it is recorded that there is a 10 percent increase in non-revenue water during a bi-monthly period. The contractor is responsible for providing a report of the water sold, water produced, and estimated other uses to the DHHL POC bi-monthly.
 - iii. The contract operator shall periodically perform visual leak inspections to ensure that non-revenue water loss is identified and repairs are scheduled in a timely basis.
 - iv. Within three months of contract award, the contract operator shall submit a valve exercising program plan to DHHL for review and approval. The contractor shall exercise all valves, checking for proper operation and tightness; repair or replace, if necessary, after receiving approval from DHHL. Record results and submit to DHHL annually.
 - v. The contract operator shall annually submit a unidirectional fire hydrant flushing program to DHHL for review and approval which shall include the date range of flushing so that the Homestead may be notified prior to flushing. The contract operator may need to flush dead ends and other locations within the system more frequently than annually to maintain water quality and a chlorination residual throughout the system. If the contractor can demonstrate that flushing of dead ends is required more

frequently than monthly to maintain water quality, the contractor shall work with DHHL in installing and maintaining automatic flushing stations. Flushing of mainlines are additionally required when contaminants are found, after repair of line breaks and after major components are replaced.

- vi. Inspect pressure reducing stations for proper operations, perform maintenance and service on the pressure reducing station, and adjust as needed to maintain downstream pressure.
- vii. Flush and maintain the inter-connection manifold system semi-annually. The contractor shall coordinate with Kauai Department of Water (KDOW) at least annually to inspect and schedule any necessary repairs to the inter-connection. Monthly, the contract operator shall test and maintain emergency equipment used for the interconnect for proper operation.
- viii. The contract operator shall work with the DHHL Kauai District Office if water needs to be shut off in order to complete water system repairs or replacements. The Contract Operator shall provide customers notice of water outages at least one week prior to scheduled maintenance when possible.
- ix. The Contractor shall paint valves or other exposed plumbing for preventive maintenance.

e. Meters and service connections

- i. Bi-monthly, the contract operator shall read all distribution system meters and calculate customer usage using DHHL handheld meter reading computer. The contract operator shall provide usage reports to DHHL Kauai District Office.
- ii. Every other month, the contract operator shall document any indications of leaks, damage, tampering, and non-functioning meters. The contract operator shall inspect conditions of the water meters and meter boxes. The contractor shall repair or replace meters and meter boxes after receiving approval by DHHL.
- iii. DHHL shall periodically generate a computer report detailing possible non-functioning meters and the contract operator shall check the meter for validity and perform meter change-outs as necessary.
- iv. The contract operator shall install new meters in existing boxes and deactivate existing meters as authorized by DHHL representative. The Contractor shall submit invoice copies for reimbursement requests. Reimbursement request will not be accepted without invoice copies.

f. Sampling Stations

- i. The contractor shall maintain the integrity and cleanliness of the sampling stations. The contractor shall replace or install new sampling station as necessary.

g. Emergency Repairs and Call outs

- i. Repair to equipment and appurtenances other than routine servicing described shall be performed as described under Scope of Work, SPECIFICATIONS page S-1 and S-2. Contractor shall respond to an emergency or a break in service within 60 minutes of notification.
 - ii. The contract operator shall notify DHHL of the extent of the damage as soon as reasonable. If a boil water notice or do not use order is issued, the contract operator shall immediately notify the DHHL POC.
- h. Recordkeeping
 - i. The contractor shall be responsible for maintaining an Operator Log Book detailing his/her activities. A copy of the operator log shall be submitted annually to DHHL as an Adobe.pdf file.
 - ii. Prepare and maintain copies of the Monthly and Annual Production Reports as well as supply a copy to DLNR and DHHL.
 - iii. Prepare a water accountability report to DHHL after the completion of every billing cycle which notes water produced, water sold, and other known water uses. The water accountability report shall be submitted bi-monthly.
 - iv. Prepare the Annual Operations & Maintenance Report and supply a copy to the DHHL POC. The Annual Operations and Maintenance Report shall note deficiencies and recommendations for the water system and any trends noted by the operator.
 - v. Prepare the annual consumer confidence report (CCR) by April 15th of each year. The draft shall be reviewed by the DHHL POC prior to distribution to the public.
 - vi. The contract operator shall be responsible for maintaining copies of all state correspondence, test results, sanitary surveys and annual reports. The contract operator shall ensure that DHHL POC has received a .pdf copy of all state correspondence and sanitary surveys.
- i. Testing and Monitoring
 - i. Chlorine residual tests
 - 1. Twice each week the contract operator shall check the free chlorine residuals at the well site and at least weekly at the ends of the distribution system.
 - 2. The contract operator shall document the chlorine residual test results on a Chlorine Testing log
 - a. If the free chlorine residual is tested as 0.2 mg/l or less at the end of the distribution system, the contract operator shall take the necessary steps to increase the free chlorine residual, including adjusting the chlorine feed rate and flushing.
 - b. The contract operator shall ensure that there is sufficient supply of chlorine stock and coordinate replenishment of chlorine stock. The contractor shall monitor chlorine stock and solution quality to ensure a sanitary, safe product. The

contract operator shall keep chlorine storage facility clean and free of debris and pests.

- ii. Bacteriological tests and other required testing, reporting and monitoring
 - 1. The contract operator shall collect the monthly bacteriological samples at the approved sampling sites and deliver them to the State or approved laboratory per the state approved schedule each month.
 - 2. If the bacteriological tests indicate the presence of coliform bacteria or are in any way not satisfactory, the contract operator shall take immediate necessary actions prescribed by the SDWB which may include public notification, flushing of lines, resampling procedures, and assessments prescribed by the revised total coliform rule.
- iii. Other required testing, reporting, and monitoring
 - 1. All other required testing, reporting, and monitoring specified by the Safe Drinking Water Act and/or directed by the SDWB shall be completed by the Contract Operator following the state-prescribed guidelines and by the date that such testing, reporting, or monitoring is specified by the SDWB
- iv. If DHHL has been found to be in non-compliance with the Safe Drinking Water Act due to monitoring violations, exceeding a maximum contaminant level standard, or has triggered an action level, the contract operator shall contact the DHHL POC and so advise on the status. The contractor shall work with DHHL in notifying all users and initiate corrective measures as required by the SDWB.
- v. All costs including labor to obtain samples of water quality tests that are performed at the State laboratory are the contract operator's responsibility. The testing costs associated with any water quality tests that are not performed at the State laboratory shall be reimbursed at a cost plus 10% basis.
- j. Chlorine and Other Supplies
 - i. Contractor shall coordinate the ordering and receiving of chlorine and other supplies required for system operation such as gasoline for mowers, replacement parts for chlorine pump, electrical components and hoses. Replacement supplies will be the responsibility of the DEPARTMENT. The CONTRACTOR shall be reimbursed the cost of such items only with DHHL approval prior to purchase.
- k. Landscape Maintenance
 - i. Mow lawn, cut brush and weeds, and remove all rubbish within fence line of well site and storage tank.
 - ii. Cut and remove brush and weeds around fire hydrants and valve boxes.

3. **SCOPE OF SERVICES FOR THE PUU OPAE DITCH WATER SYSTEM, KAUAI
EMERGENCY AND CALL OUT SERVICE**

The Contractor shall provide emergency and call out service for repair of a gravity flow ditch water distribution system. Repairs may include, but are not limited to, water ditches, distribution water lines, water meters and intake ducts.

Contractor shall contact the Contract Administrator or his designated representative and provide recommendations regarding the repair of the affected portions of the system.

Repair tasks shall include inspection and shall consist of furnishing all labor, equipment, parts, materials and tools necessary to perform a thorough and complete repair to operating condition. All services shall be performed and subject to inspection and approval by the Department of Hawaiian Home Lands (DHHL) prior to the start of work.

All tools and labor needed to repair the system shall be the responsibility of the Contractor. DHHL will reimburse the Contractor for parts and supplies. The Contractor shall submit invoice copies with reimbursement request. Reimbursement request will not be accepted without invoice copies.

In the event of an emergency repair and/or call out service, the Contractor shall provide the Contract Administrator, or his designated representative, with the following:

1. Cost estimates if repairs can be made with in-house labor and materials. The Contractor will submit cost estimates for approval prior to the start of work. Labor charges will be based on the rates for the applicable time situations listed on a current Wage Rate Schedule Bulletin published by the Department of Labor and Industrial Relations. All material and equipment required shall be on a cost plus 10% basis. The Contractor shall submit invoice copies with reimbursement request. Reimbursement requests will not be accepted without invoice copies.
2. If repairs require using outside sub-contractors in addition to in-house labor or is more economically feasible (reduce down-time of system or special equipment or personnel to repair) to utilize outside sub-contractors, the Contractor shall be responsible to obtain quotations from Sub-contractors and submit to the Contract Administrator for review. Charges for work performed by the sub-contractor will be for only the dollar amount quoted. The Contractor shall submit invoice copies with reimbursement request. Reimbursement requests will not be accepted without invoice copies.