STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division

Date: November 27, 2020

Addendum No. 2
to
Invitation For Bids
IFB-21-HHL-007

Laiopua Village 4 Subdivision, Phase 2 - Hema

Notice to All Prospective Offerors

This addendum is hereby made a part of the contract documents for Laiopua Village 4 Subdivision, Phase 2 – Hema, IFB-21-HHL-007, and it shall amend the said contract documents as detailed within this Addendum document.

APPROVED:

Stewart Matsunaga, Acting Administrator
Land Development Division
Department of Hawaiian Home Lands

Please execute and immediately return the receipt below to the Department of Hawaiian Home Lands via facsimile to: **(808) 620-9299, Ms. Sara Okuda, Land Development Division, or scan and E-mail to: sara.t.okuda@hawaii.gov.**

Receipt of Addendum No. 2 for Laiopua Village 4 Subdivision, Phase 2 – Hema, Invitation for Bids No.: IFB-21-HHL-007, is hereby acknowledged.

Signature: _____ _____
Print Name: Title

_____ _____
Name of Firm/Company Date

Addendum No. 2

Laiopua Village 4 Subdivision, Phase 2 – Hema
IFB-21-HHL-007

This Addendum No. 2 shall incorporate the following amendments to IFB-21-HHL-007:

1. Prebid Meeting Minutes – A prebid meeting was held remotely via Microsoft Teams Meeting, on November 23, 2020. The minutes from the meeting are attached.

2. Notice to Proceed - Bidders are notified that the construction plans and specifications are still being processed for approvals and may change. The release of Construction funds is also ongoing. Notice to Proceed will not be issued until the plans and specifications are approved and Construction funds are released. In the event the Notice to Proceed is not issued by November 1, 2021, the Contractor may submit a claim for increased labor and materials costs. Revised Special Conditions and Instructions for Bid Submittal, attached.

3. Bid Items – Revised Bid Items, additive alternate items are now part of the base bid. All references to "Sandwich Isles Communications (SIC)" in the Bid documents shall be replaced with "Telecommunications." This project is not tax-exempt, revised to bid shall include general excise tax. Revised Bid Offer Form attached.

4. Special Conditions – Revisions to items SC-08, SC-11, SC-33, and SC-47, of Section 3.7 Specials Conditions. Revised Special Conditions, attached.

5. Requirements of Chapter 104, HRS – Adding/Including Requirements of Chapter 104, HRS, Wages and Hours of Employees on Public Works Law, attached.

6. HUD 4010 Federal Labor Standards Provisions – Adding/Including U.S. Department of Housing and Urban Development, Federal Labor Standards Provisions, attached.

7. Federal Wage Determination – Replacement, updated HI20200001 10/30/2020, attached.

8. Soils Investigation Report – Soils Investigation Laiopua Village 4, Hirata & Associates, Inc., dated December 9, 2005, for reference, attached.

9. IFB number reference – Corrected IFB number in Technical Specifications page 01340-1, attached.

Laiopua Village 4 Subdivision, Phase 2 – Hema
IFB-21-HHL-007

Pre-bid Conference and Site Visit
10:00 am, Monday, November 23, 2020
Microsoft Teams Meeting
Meeting Minutes by Karen Gast

1. Introductions

Department of Hawaiian Home Lands
- Jeffrey Fujimoto, Engineer, Land Development Division
- Sara Okuda, Engineer, Land Development Division
- Gigi Cairel, Grants Specialist, Planning Office

USDA
- Alton Kimura, CP Director
- Lennie Okano-Kendrick, USDA Engineer/Environmental Coordinator
- Nathan Riedel, USDA

SSFM International, Inc. – Construction Management
- Karen Gast, CM Oversight
- Mike Chanley, CM
- Sonny Keakealani, Inspector
- Austen Drake, General Manager/Big Island Operations

Akinaka & Associates, Ltd. – Design Engineer
- Scott Kunioka, Project Designer

Contractors
- Scot Yoshimura, Isemoto Contracting Co., Ltd.
- Lizi Olson, Jas. W. Glover, Ltd.
- Scot Oshiro, Nan, Inc.
- Kawai Mar, Kiewit Infrastructure West Co.
- Jon Samole, Kiewit Infrastructure West Co.

2. Purpose of Pre-Bid Conference
- To provide potential bidders with a project overview and job site visit. The site visit is voluntary and will be organized to ensure proper distancing, masks and any other requirements due to the Covid 19 pandemic.
- To review procurement requirements and allow potential bidders to ask questions and obtain clarification on the bid documents. All questions and answers will be recorded and summarized, any open questions will be issued in writing, see below.
- A written summary of this pre-bid conference will be issued to all plan holders as an Addendum.

- Requests for clarifications and any questions after this meeting shall be submitted in writing and uploaded on HIePRO no later than 2:00 pm, November 25, 2020, responses to all questions received will be posted on HIePRO no later than 4:00 pm, November 30, 2020.
  Post Meeting Update:
  - Questions uploaded on HIePRO no later than 2:00 pm, December 2, 2020.
  - Responses to questions will be posted on HIePRO no later than 4:00 pm, December 9, 2020.
- A site visit will be available if anyone in interested, site visit will be at 12:30pm today.
  - Attendees to the Site Visit:
    - Karen Gast, SSFM
    - Mike Chanley, SSFM
    - Sonny Keakealani, SSFM
    - Scot Yoshimura, Isemoto Contracting Co.
    - Scot Oshiro, Nan, Inc.
    - Lizi Olson, Jas. W. Glover

3. Scope of Work

Provide all labor, equipment, materials and coordination to complete the Proposed work on Laiopua Village 4 Subdivision, Phase 2 – Hema, located in Kailua-Kona, Island of Hawaii, TMK No. (3) 7-4-021:012 (portion), and as specified in the Invitation for Bid (IFB) and related documents.

- **All work required to be completed. An Addendum shall be issued to revised Bid Offer Form, eliminating the Additive Alternates, all work will be included in the base bid requirements.**
- Coordinate with the Housing Developer and all Contractors working in the Akau Subdivision.
- Shared responsibilities for access to the sites and resolution of potential damages to existing roadway(s), sidewalks, lighting, signage and all other impacts to the Subdivision.
- Obtain all permits and other documents required to complete the work.
- All Baseline Submittals are required prior to start of work, the Schedule shall be P6 or equivalate. Note: The Contractor shall provide their Daily Reports, including all work performed by themselves as well as subcontractors, photos shall be provided for each area of work. A sample of the CM Inspector's Report can be provided for reference.
- BMPs shown on the plans are the "minimal" requirements. The Contractor is required to install all protections necessary

to ensure all State and Federal requirements; these shall be included in the BMP Plan.

- Notifications to the surrounding communities concerning on-going work, especially the use of blasting.
- Coordination with County and other specialty inspections.
- General Clearing and cleanup of the site.
- Grading of the subdivision.
- All trenching necessary for the installation of utilities.
- Review of all utility interfaces, coordination and resolution with conflicts in conjunction with the Utilities and DHHL/CM.
- Connection to all existing utilities.
- Construction of all sidewalks, lighting, roadways, signage, striping and other necessary work to ensure the contract is fully complete.
- Final sign-off from all agencies.
- Final Inspection(s) and turnover to DHHL.

4. Procurement Reminders

- This project is not tax exempt. Your bid proposal must be inclusive of General Excise Tax.
- This project is subject to Chapter 104 HRS, Wages and Hours of Employees on Public Works Projects.
- Chapter 104 requires the following:
    - Payment of prevailing wages to all laborers and mechanics on this project (Wage Rate Schedule is included in the attachment on HIePRO).
    - Payment of overtime for any hours worked over 8 hours in any day and all hours worked on Saturday, Sunday or State Holidays (State Holidays is included in the attachment on HIePRO).
        - **For any Overtime required, all Overtime costs will be fully borne by the Contractor.**
    - All laborers and mechanics must be paid weekly.
    - Contractor and subcontractors are to turn in Certified Payroll weekly (This requirement may be waivered, by DHHL, for Originals to be submitted Monthly with the Pay Application, electronic copies will be required weekly).
- This is a USDA funded Project, the water, sewer and drainage portions are being funded through Grants. The contractor's billings will require separate documents for each Grant. Daily Reports shall be created for each portion of this work. The amounts of funding for each portion of work will be provided prior to the bid date.

- **After offer is due and prior to award of the contract, the Department shall verify compliance with Sections 103D-310 and 103D-328 HRS via Hawaii Compliance Express (HCE) for the bidder and all subcontractors. Therefore, the bidder and all subcontractors are encouraged to register with HCE. Instructions for registration are at the HCE website: http://vendors.ehawaii.gov.**
- **Failure by the bidder and/or any subcontractor to rectify a non-compliant status on HCE within ten business days of notification will be considered sufficient for the disqualification of the bidder and rejection of its proposal.**

5. **Completion Schedule**
   - **Time to complete: Four Hundred Twenty-Six (426) Calendar Days after the Notice to Proceed is issued.**
   - **If you Baseline Schedule shows a completion date prior to the Contractual Time, no G & A costs will be allowed, only actual work will be considered for Change Orders.**
   - **Please remember no Escalation costs will be allowed for 180 days after the Bid Award or Contract Execution, review the Contract DHHL General Conditions.**

6. **Questions and Answers – No Questions asked.**

Laiopua Village 4 Subdivision, Phase 2 – Hema
Kailua-Kona, North Kona, Island of Hawaii
IFB-21-HHL-007

Submittals and Deadlines Table

SUBMITTAL	DEADLINE Updated Post Meeting
Questions due on HIePRO	2:00 pm, December 2, 2020
Responses to questions released	4:00 pm, December 9, 2020
Final Addendum if needed	December 14, 2020
Bid Opening • Bid offer form shall be uploaded on HIePRO.	10:00 pm, December 23, 2020
Award of contract will be made to the lowest responsible and responsive "Total Sum Bid", approximately two weeks following bid opening and after certification of the bid tabulation.	

Instructions for Bid Submittal

General Instructions for Bid Submittal

The bid offer form must be completed and submitted to the Department of Hawaiian Home Lands ("DHHL" or "Department) 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 ("HRS"), and Section 3-122-108, Hawaii Administrative Rules ("HAR"), a written notice of intention to bid must be submitted to the Chairman of the Hawaiian Homes Commission ("Chairman"), who is the Department's chief procurement officer. The notice shall be e-mailed to the office indicated in the Notice to Contractors.

2. The written notice shall be received by the office indicated in the Notice to Contractors no later than 2:00 p.m. on the 19th calendar day prior to the day designated for opening bids. If the 19th 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 time indicated in the date and time filed 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 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.

6. Failure to submit the written notice of intention to bid by the designated deadline will disqualify a prospective Bidder as nonresponsive.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. Bidders shall be prepared to submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-021 ("Questionnaire"), 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. The apparent low bidder shall submit Questionnaire within 3 working days of bid opening. If the apparent low bidder is found to be not responsive or responsible, the next apparent low bidder shall submit Questionnaire within 3 working days of being notified to submit Questionnaire. 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.

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 Questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a 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. BID SECURITY

1. Subject to the exceptions in Section 3-122-223(d) HAR, all lump sum bids of $50,000 (fifty thousand dollars) and higher, or lump sum base bids including alternates of $50,000 (fifty thousand dollars) and higher, that are not accompanied by bid security are non-responsive. Bid security shall be one of the following: §3-122-222(a) HAR

   a. Surety bid bond underwritten by a company licensed to issue bonds in this State which shall be substantially in the form of the Surety Bid Bond form in Procurement Circular No. 2007-05; or

   b. Legal Tender; or

   c. 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 State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(i) These instruments may be utilized only to a maximum of $100,000 (one hundred thousand dollars).

(ii) 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 accepted.

(iii) CAUTION - Bidders are cautioned that certificates of deposit or share certificates with an early withdrawal penalty must have a face value sufficient to cover the maximum penalty amount in addition to the proposal guaranty requirement. If the certificate is made out to two names, the certificate must be assigned unconditionally to the Chairman.

2. Unless otherwise stated, the bid security shall be in an amount equal to at least five percent (5%) of the lump sum bid or lump sum base bid including all additive alternates or in an amount required by the terms of the federal funding, where applicable.

3. If the Bidder is a corporation, evidence in the form of a corporate resolution, authorizing the corporate representative to execute the bond must be submitted with the proposal. (See sample in Appendix.) If the Bidder is a partnership, all partners must sign the bond or evidence in the form of a partnership agreement must be submitted showing the authority of the partner.

4. If the Bidder is a joint-venture, all parties to the joint-venture must sign the bond; provided, that one party to the joint-venture may sign on behalf of the joint-venture if evidence in the form of a joint-venture agreement or power of attorney, is submitted showing the authority of the signatory to sign the bond on behalf of the joint-venture.

5. In the case where the award will be made on a group or item basis, the amount of bid security shall be based on the total bid for all groups or items submitted.

6. Bidders are cautioned that surety bid bonds which place a limit in value to the difference between the bid amount and the next acceptable bid, such value not to exceed the purported amount of the bond, are not acceptable. Also, surety bid bonds which place a time limit on the right of the State to make claim other than allowed by statutes or the GENERAL CONDITIONS are not acceptable. Bidders are hereby notified that a surety bid bond containing such limitation(s) is not acceptable and a bid accompanied by such surety bid bond will be automatically rejected.

F. 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.

G. 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.

H. 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 subject of the request must be clearly marked with Project Name and "SUBSTITUTION REQUEST". The request may be submitted through e-mail to DHHL Project Manager. The written request must be received by the DHHL no later than nineteen (19) days before the bid opening date and

time specified in the Notice to Bidders. The time indicated in the date and time field of the e-mail as received by the Department shall be official.

2. Submit with 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.

I. DELIVERY OF PROPOSALS.

The entire proposal shall be submitted through HIePRO 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 HIePRO system shall be official.

J. WITHDRAWAL OR REVISION OF PROPOSAL. Proposal may be modified prior to the deadline to submit, through the HIePRO system

K. PUBLIC OPENING OF PROPOSALS.

Proposals will be opened at the time indicated in the Notice to Bidders, and results shared through the HIePRO system. There will be no physical bid opening, as this bid is to be submitted electronically through the HIePRO system.

L. 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.

M. PROTESTS

1. Protests shall be governed by Section 103D-701, HRS, and amended hereafter, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, HAR, 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.

N. 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 Section 3-122-34, HAR. 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 (HAR §3-122-31)

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, HRS, 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). Firms who decline to participate in HCE shall submit certificates in a timely manner or risk determination that the bid is non-responsive.

6. This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). The Award of Contract shall not become effective until concurred in writing by the RUS.

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. SUBMITTAL OF BID SECURITY.

Bid securities shall be scanned and uploaded with offer to HIePRO. The four (4) lowest Bidders shall mail in their bid security, 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:

(a) Surety bonds underwritten by a company licensed to issue bonds in this State and listed on the U.S. Department of the Treasury's Listing of Certified Companies:

https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm; or

(b) 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.

(1) These instruments may be utilized only a maximum of $100,000 (one hundred thousand dollars).

(2) 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.

2. 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 Section II.I. 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.

3. This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Concurrence by RUS in the award of the Contract is required before the Contract is effective.

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.

J. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be conducted prior to the issuance of a Notice to Proceed.

K. NOTICE TO PROCEED AND CLAIM FOR INCREASED COSTS

In the event the Notice to Proceed is not issued by November 1, 2021, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the November 1, 2021, date. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs. This Special Condition shall supersede DHHL Construction General Condition 3.1.4. All other conditions that pertain to the issuance of the Notice to Proceed as specified under DHHL Construction General Condition 3.1.1 through 3.1.3 shall remain unchanged.

IFB Checklist for Bidders
IFB-21- HHL-007
Laiopua Village 4 Subdivision, Phase 2 - Hema

Items required prior to Bid Opening:

☐ Notice of Intention to Bid, no later than 2:00 p.m., December 2, 2020.

Items required with Bid:

☐ 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 21 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)

☐ Bid Security - Surety companies executing bonds must appear on the U.S. Department of the Treasury's Listing of Certified Companies:
https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

☐ Form 1 – Certification of Bidder's Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).

☐ Compliance Statement (RD 400-6)

☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048)

☐ Certification for Contracts, Grants, and Loans (Instruction 1940-Q, Exhibit A-1)

☐ SF LLL Disclosure of Lobbying Activities

☐ EEO Policy statement

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

BID OFFER FORM FOR

LAIOPUA VILLAGE 4 SUBDIVISION, PHASE 2 - HEMA

KAILUA-KONA, ISLAND OF HAWAII, HAWAII

TAX MAP KEY
(3) 7-4-21:12 (PORTION)

IFB No.: IFB-21-HHL-007

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-21-HHL-007. 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-21-HHL-007 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 Laiopua Village 4 Subdivision, Phase 2 – Hema, to the Department of Hawaiian Home Lands.

Item No.	Estimated Quantity	Description	Unit Price	Total

The prices bid herein for the following items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary to install or to construct these items in place complete all in accordance with the plans and specifications, and shall constitute a lump sum bid for the performance of this work

ROADWAYS

1	L.S.	Mobilization, including obtaining insurance, bonds, permits, scheduling, submittals, and other activities to mobilize for project.	Lump Sum	$ _____
2	L.S.	Demobilization, including removing excess materials and equipment, clean-up, report after grading, including certification (as graded topographical survey and certification letter for grades).	Lump Sum	$ _____
3	L.S.	Temporary Erosion Control Measures and compilance with the National Pollution Discharge Elimination System (NPDES) Permit, including submittals to the State Department of Health (inclusive of, but not limited to, installation and removal of silt fences, BMP's, watering and roadway cleaning).	Lump Sum	$ _____
4	L.S.	New dust screen bordering Keanalehu Drive along lots 1 to 26, in place complete to be removed and disposed of offsite once the road subgrade is being prepared for paving. (1,600 LF)	Lump Sum	$ _____

5	L.S.	New dust screen bordering Manawalea Street along lots 26 to 45, in place complete to be removed and disposed of offsite once the road subgrade is being prepared for paving. (1,300 LF)		
		Lump Sum		$ _____
6	L.S.	New dust screen bordering Kookoolau Street along lots 46 to 125, in place complete to be removed and disposed of offsite once the road subgrade is being prepared for paving. (1,750 LF)		
		Lump Sum		$ _____
7	L.S.	Clearing and Grubbing of subdivision site including off-site disposal of all cleared and grubbed materials, including vegetative and unsuitable materials per Technical Specifications Section 02100 (Approximately 27.3 Acres)		
		Lump Sum		$ _____
8	L.S.	Fine grading of roadway area (244,500 SF)		
		Lump Sum		$ _____
9	L.S.	6” Base course under pavement areas (29,445 SY)		
		Lump Sum		$ _____
10	L.S.	2” AC pavement (29,445 SY)		
		Lump Sum		$ _____
11	L.S.	Standard integral concrete curb and gutter. (9,302 LF)		
		Lump Sum		$ _____

12	L.S.	Reinforced Class “B” concrete sidewalk, 4” thick. (51,892 SF)		
			Lump Sum	$ _____
13	L.S.	4" Base Course under sidewalk area including under curb ramps and driveways, curbs and gutters (3,325 SY)		
			Lump Sum	$ _____
14	L.S.	Reinforced Class “B,” including detectable warning strip, concrete curb ramp, 4” thick. (1,120 SF)		
			Lump Sum	$ _____
15	L.S.	Reinforced concrete driveway apron, 4” thick. (8,712 SF)		
			Lump Sum	$ _____
16	L.S.	Street monument. (18 EA)		
			Lump Sum	$ _____
17	L.S.	Street name sign (14 EA)		
			Lump Sum	$ _____
18	L.S	Demolition and removal of existing concrete header and end road barrier with markers		
			Lump Sum	$ _____
19	L.S	Smooth Riding Connection to existing pavement, curb, gutter and sidewalk at: Ohemakai St. and Ko'oko'olau St. Koai'a St. and Ko'oko'olau St. 'Ilie'e Pl. and Ko'oko'olau St. Kawelu Pl. and Ko'oko'olau St.		
			Lump Sum	$ _____

20	L.S	Privacy Vinyl Fence and Guardrail along Manawalea St. (along lots 26 to 45) (1,150 LF)	
		Lump Sum	$ _____
21	L.S	Retaining Wall (along lots 27 to 30) (290 LF)	
		Lump Sum	$ _____
22	L.S	Retaining Wall (along lots 114 to 115) (155 LF)	
		Lump Sum	$ _____
		SUB-TOTAL FOR ROADWAYS (Items 1-22, inclusive)	**$**
		LOT GRADING	
23	L.S	Embankment including fine grading, as per plan (7,585 CY)	
		Lump Sum	$ _____
		SUB-TOTAL FOR LOT GRADING (Item 23, inclusive)	**$**
		SEWER SYSTEM	
24	L.S	Unclassified excavation for sewer lines, cradles and manholes, including backfill and manhole seals (2,828 CY)	
		Lump Sum	$ _____

25	L.S	6" minus backfill, in place complete. (356 CY)	
		Lump Sum	$ _____
26	L.S	Crushed rock backfill (3B fine) wrapped in geofabric for trench bottom as required (inclusive of excavation and dewatering), in place complete. (623 CY)	
		Lump Sum	$ _____
27	L.S	8” Sewer Pipe. (4,109 LF)	
		Lump Sum	$ _____
28	L.S	6" Sewer Pipe (2,270 LF)	
		Lump Sum	$ _____
29	L.S	8"x6" Sewer Pipe Wye (81 EA)	
		Lump Sum	$ _____
30	L.S	6"x6" Sewer Pipe Wye (62 EA)	
		Lump Sum	$ _____
31	L.S	6" Sewer Pipe 1/8 Bend (81 EA)	
		Lump Sum	$ _____
32	L.S	6" x4" Reducer (122 EA)	
		Lump Sum	$ _____
33	L.S	Pipe marker (122 EA)	
		Lump Sum	$ _____

34	L.S	4-inch Sewer Pipe advance riser (485 LF)		
		Lump Sum	$	_____
35	L.S	4-inch long sweep bend including 12"x12" concrete block (85 EA)		
		Lump Sum	$	_____
36	L.S	6-inch cleanout with cap (57 EA)		
		Lump Sum	$	_____
37	L.S	4-inch cleanout with cap (85 EA)		
		Lump Sum	$	_____
38	L.S	Crushed rock cradle for 8” sewer pipe (3,535 LF)		
		Lump Sum	$	_____
39	L.S	Reinforced concrete manhole base (23 EA)		
		Lump Sum	$	_____
40	L.S	Manhole frame and cover (23 EA)		
		Lump Sum	$	_____
41	L.S	Standard plain manhole, 6’ - 6.99’ (6 EA)		
		Lump Sum	$	_____
42	L.S	Standard plain manhole, 7’ - 7.99’ (2 EA)		
		Lump Sum	$	_____
43	L.S	Standard plain manhole, 8’ - 8.99’ (1 EA)		
		Lump Sum	$	_____

44	L.S	Standard plain manhole, 9’ - 9.99’ (2 EA)		
		Lump Sum	$	_____
45	L.S	Standard plain manhole, 10’ - 10.99’ (2 EA)		
		Lump Sum	$	_____
46	L.S	Standard plain manhole, 11’ - 11.99’ (2 EA)		
		Lump Sum	$	_____
47	L.S	Standard plain manhole, 12’ - 12.99’ (1 EA)		
		Lump Sum	$	_____
48	L.S	Drop manhole, 12’ - 12.99’. (1 EA)		
		Lump Sum	$	_____
49	L.S	Drop manhole, 14’ - 14.99’ (1 EA)		
		Lump Sum	$	_____
50	L.S	Shallow drop manhole, 8’ - 8.99’ (1 EA)		
		Lump Sum	$	_____
51	L.S	Shallow drop manhole, 9’ - 9.99’ (1 EA)		
		Lump Sum	$	_____
52	L.S	Shallow drop manhole, 10’ - 10.99’ (1 EA)		
		Lump Sum	$	_____
53	L.S	Shallow drop manhole, 13’ - 13.99’ (2 EA)		
		Lump Sum	$	_____

54	L.S.	Connection to existing 8” sewer in Ko'oko'olau Street at Station 9+30.19±, including removing existing plug, excavation and backfilling. Lump Sum	$ _____
		SUB-TOTAL FOR SEWER SYSTEM (Items 24 to 54, inclusive)	
		WATER SYSTEM	
55	L.S	Unclassified excavation for water mains, manholes and appurtenances, including backfill and pipe cushion. (940 CY) Lump Sum	$ _____
56	L.S	6" minus backfill , in place complete (190 CY) Lump Sum	$ _____
57	L.S	Crushed rock backfill (3B fine) wrapped in geofabric for trench bottom as required (inclusive of excavation and dewatering), in place complete. (550 CY) Lump Sum	$ _____
58	L.S	8” Water Pipe. (3,632 LF) Lump Sum	$ _____
59	L.S	6” Water Pipe (173 LF) Lump Sum	$ _____

60	L.S	Water Pipe fittings. (3,950 Lbs) 1 - 12" Sleeve @ 110 1 - 12" x 8" Reducer @ 165 3 - 8" x 8" Tee @ 185 8 - 8" x 6" Tee @ 175 1 - 8" x 4" Reducer @ 80 2 - 8" 1/4 Bend @ 125 2 - 8" 1/8 Bend @ 110 2 - 8" Sleeve @ 95 1 - 8" Cap @ 45 11 - 6" 1/4 Bend @ 85	
		Lump Sum	$ _____
61	L.S	8” Gate valve, Class 200. (9 EA)	
		Lump Sum	$ _____
62	L.S	6” Gate valve, Class 200. (8 EA)	
		Lump Sum	$ _____
63	L.S	1” Air relief valve including manhole and appurtenances. (2 EA)	
		Lump Sum	$ _____
64	L.S	8” Cap with 2” IPT (1 EA)	
		Lump Sum	$ _____
65	L.S	8” Cap (1 EA)	
		Lump Sum	$ _____
66	L.S	Fire hydrant, 4.0’ curb to invert. (8 EA)	
		Lump Sum	$ _____

67	L.S	1” Service lateral with Type A service connection and all appurtenances off main. (8 EA)	
		Lump Sum	$ _____
68	L.S	1-1/2” Service lateral with Type C service connection and all appurtenances off main. (46 EA)	
		Lump Sum	$ _____
69	L.S	Type “X” meter box. (100 EA)	
		Lump Sum	$ _____
70	L.S	Pipe marker. (1 EA)	
		Lump Sum	$ _____
71	L.S	Valve box including cast iron frame and cover, pipe sleeve and concrete anchor pad. (17 EA)	
		Lump Sum	$ _____
72	L.S	Class “B” concrete for reaction blocks, gate valve anchor blocks, etc. (11 CY)	
		Lump Sum	$ _____
73	L.S	Reinforced Concrete Jacket for Sewer (10 LF)	
		Lump Sum	$ _____
74	L.S	8” Cap with 2” C. O. (Temporary for testing.) (4 EA)	
		Lump Sum	$ _____

75	L.S	Class “B” concrete for reaction blocks, gate valve anchor blocks, etc. (Temporary for Testing) (3 CY)	
		Lump Sum	$ _____
76	L.S	2" Cleanout/Manhole (2 EA)	
		Lump Sum	$ _____
77	L.S.	Pressure Reducing Valve Station, in place complete (see Sheet 36 for layout and materials schedule)	
		Lump Sum	$ _____
78	L.S.	6" CMU Wall around Pressure Reducing Valve Station easement	
		Lump Sum	$ _____
79	L.S	Connection to existing main. (4 EA)	
		Lump Sum	$ _____
80	L.S.	Chlorination and testing.	
		Lump Sum	$ _____
		SUB-TOTAL FOR WATER SYSTEM (Items 55 to 80, inclusive)	**$**
		STORM DRAIN SYSTEM	
81	L.S	Unclassified excavation for drain lines, catch basins, drain manholes, concrete ditch, and drywells, including backfill and pipe cushion. (1,056 CY)	
		Lump Sum	$ _____

82	L.S	6" minus backfill, in place complete. (141 CY)		
		Lump Sum		$ _____
83	L.S	Standard reinforced concrete catch basin, Type A complete, including top slab and gutter. (13 EA)		
		Lump Sum		$ _____
84	L.S	Standard reinforced concrete catch basin with drywells, Modified Type A complete, including top slab and gutter. (20 EA)		
		Lump Sum		$ _____
85	L.S	Drywells (5 ft Diameter) (20 ft Deep, minimum), including excavation, concrete pipe rings, crushed rocks, footings for concrete pipe rings, backfill, in place complete (20 EA)		
		Lump Sum		$ _____
86	L.S	18" Storm Drain Pipe (501 LF)		
		Lump Sum		$ _____
87	L.S	Crushed rock for drywell (#2) as required, in place, complete (155 CY)		
		Lump Sum		$ _____
88	L.S	Assistance in testing drywells including providing 4000 gallon tanker trucks, water for testing, hoses and operators for discharging water into drywells (for testing by others) (20 EA)		
		Lump Sum		$ _____

89	L.S	Assistance in re-testing drywells including providing 4000 gallon tanker trucks, water for testing, hoses and operators for discharging water into drywells (for testing by others) (20 EA)	
		Lump Sum	$ _____
		SUB-TOTAL FOR STORM DRAIN SYSTEM (Items 81 to 89 inclusive)	**$**
		TRAFFIC SIGNAGE AND STRIPING	
90	L.S	R1-1 "STOP" sign with street name signs and post (7 EA)	
		Lump Sum	$ _____
91	L.S.	R7-1 "NO PARKING ANYTIME" sign and post (6 EA)	
		Lump Sum	$ _____
92	L.S	R2-1 (25) "SPEED LIMIT 25" sign and post (9 EA)	
		Lump Sum	$ _____
93	L.S.	W14-1 "DEAD END" sign and post (1 EA)	
		Lump Sum	$ _____
94	L.S	W1-1L "LEFT TURN ARROW" sign and post (1 EA)	
		Lump Sum	$ _____
95	L.S	W1-1R "RIGHT TURN ARROW" sign and post (1 EA)	
		Lump Sum	$ _____

96	L.S	Type "DB" two way blue reflector for F.H. (7 EA)		
		Lump Sum		$ _____
97	L.S	Double 4-inch wide, yellow center line (1,700 LF)		
		Lump Sum		$ _____
98	L.S	12-inch wide, solid wide stop bar (70 LF)		
		Lump Sum		$ _____
99	L.S	12-inch wide, solid white crosswalk line (275 LF)		
		Lump Sum		$ _____
		SUB-TOTAL FOR TRAFFIC SIGNAGE AND STRIPING (Items 90 to 99 inclusive)		**$**
		MISCELLANEOUS ITEMS		
100	L.S.	Fire Contingency Plan, including preparation, submittal and processing for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the entire contract		
		Lump Sum		$ _____
101	L.S	Project sign for Department of Hawaiian Home Lands (DHHL), in place complete (1 EA)		
		Lump Sum		$ _____

102	L.S	Project sign for United States Department of Agriculture (USDA), in place complete (1 EA)	
		Lump Sum	$ _____
103	Allow	Additional work to backfill large lava tubes inadvertently encountered that extend greater than 25 feet in either direction beyond the end points of the surface opening and exceed 5 feet in its smallest diameter as measured through the 25-feet length and/or show obvious evidence of transmitting water	
		Allowance	$ 150,000.00
104	L.S.	Temporary traffic control inclusive of, but not limited to preparing and processing a traffic control plan for County approval and all work that may be required by the County as a condition of approval to work in the County right-of-way	
		Lump Sum	$ _____
105	Allow	DHHL field directed changes	
		Allowance	$ 250,000.00
106	L.S.	2" AC Pavement for repaving of Ko'oko'olau Street	
		Lump Sum	$ _____
		SUB-TOTAL FOR MISCELLANEOUS ITEMS (Items 100 to 106 inclusive)	**$**

EXTERIOR ELECTRICAL IMPROVEMENTS

107	L.S	Furnish and Install One 2-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 2" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (2,600 LF)	Lump Sum	$ _____
108	L.S	Furnish and Install Two 2-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 2" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (2,000 LF)	Lump Sum	$ _____
109	L.S	Furnish and Install Three 2-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 2" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (200 LF)	Lump Sum	$ _____
110	L.S	Furnish and Install One 3-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (3,300 LF)	Lump Sum	$ _____

111	L.S	Furnish and Install One 3-Inch Direct Buried HELCO Conduit. Work shall consist of excavation and providing 3" diameter conduit, with spacers, couplings and appurtenances, backfilled per HELCO requirements, complete and in place. (1,500 LF)		
			Lump Sum	$ _____
112	L.S	Furnish and Install Two 3-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (850 LF)		
			Lump Sum	$ _____
113	L.S	Furnish and Install Three 3-Inch Concrete Encased HELCO Conduits. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per HELCO requirements, complete and in place. (350 LF)		
			Lump Sum	$ _____
114	L.S	Furnish and Install Four 3-Inch Direct Buried HELCO Conduits. Work shall consist of excavation and providing 3" diameter conduits, with spacers, couplings and appurtenances, backfilled per HELCO requirements, complete and in place. (50 LF)		
			Lump Sum	$ _____

115	L.S	Furnish and Install Two 2-Inch Concrete Encased Street Light PVC Schedule 40 Type Conduit. Work shall consist of excavation and providing 2" diameter conduit, with spacers, couplings, appurtenances, and concrete jacket, backfilled as required, complete and in place. (1,300 LF)		
			Lump Sum	$ _____
116	L.S	Furnish and Install Two 2-Inch Direct Buried Street Light PVC Schedule 80 Type Conduit. Work shall consist of excavation and providing 2" diameter conduit, with spacers, couplings and appurtenances, backfilled as required, complete and in place. (3,350 LF)		
			Lump Sum	$ _____
117	L.S	Furnish and Install 2'x 3' Reinforced Concrete Pullbox with precast concrete covers, provided in accordance with HELCO standard drawing No. 30-2006, complete and in place. (47 EA)		
			Lump Sum	$ _____
118	L.S	Furnish and Install 3'x 5' Reinforced Concrete Handhole with precast concrete covers, provided in accordance with HELCO standard drawing No. 15501, complete and in place. (8 EA)		
			Lump Sum	$ _____
119	L.S	Furnish and Install 4'x 6' Reinforced Concrete Handhole with precast concrete covers, provided in accordance with HELCO standard drawing No. 15501, complete and in place. (16 EA)		
			Lump Sum	$ _____

120	L.S	6'x 7' Transformer Pad Lot. Work shall consist of reinforced concrete transformer pad and ground rod, provided as indicated on the drawings and in accordance with HELCO standard drawing. (16 EA)		
			Lump Sum	$ _____
121	L.S	Furnish and Install Street Lighting Standard (30W LED). Work shall consist of excavating, constructing reinforced concrete foundation, backfilling, and providing street lighting standard, luminaire and bracket arm in accordance with the County of Hawaii's Department of Public Works Standards and as indicated on the drawings, complete and in place. (36 EA)		
			Lump Sum	$ _____
122	L.S	Furnish and Install 17"x30" Quazite Tier 22 Pullbox with precast covers, in accordance with the County of Hawaii's Department of Public Works Standards and as indicated on the drawings, complete and in place. (36 EA)		
			Lump Sum	$ _____
123	L.S	Meter Equipment. Work shall consist of providing metering equipment, pedestal, conduit, wiring and all appurtenances required for the installation, as indicated on the drawings, complete and in place. (1 EA)		
			Lump Sum	$ _____
124	L.S	Street Lighting Circuit(s) (Multiple System). Work shall consist of providing cables and accessories from street lighting standard to nearest HELCo secondary cable, complete and in place. (4,650 LF)		
			Lump Sum	$ _____

		TOTAL FOR EXTERIOR ELECTRICAL IMPROVEMENTS (Items 107 to 124, Inclusive)	**$**
		TELECOMMUNICATION WORK	
125	L.S	Furnish and Install Two 1-Inch Direct Buried Telecom Conduits (Tel/CATV) - UD(1X2-1"). Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings and appurtenances, backfilled per Telecom requirements, complete and in place. (1,400 LF)	
		Lump Sum	$ _____
126	L.S	Furnish and Install Two 1-Inch Concrete Encased Telecom Conduits (Tel/CATV) - UD(1X2-1")E. Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per Telecom requirements, complete and in place. (600 LF)	
		Lump Sum	$ _____
127	L.S	Furnish and Install Four 1-Inch Concrete Encased Telecom Conduits (Tel/CATV) - UD(2X2-1")E. Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per Telecom requirements, complete and in place. (1,300 LF)	
		Lump Sum	$ _____
128	L.S	Furnish and Install Six 1-Inch Direct Buried Telecom Conduits (Tel/CATV) - UD(3X2-1"). Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (50 LF)	
		Lump Sum	$ _____

129	L.S	Furnish and Install Four 4-Inch Direct Buried Telecom Conduits (Tel/CATV) - UD(2X2-4"). Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (100 LF)		
			Lump Sum	$ _____
130	L.S	Furnish and Install Two 4-Inch Concrete Encased Telecom Conduits - UD(1X2-4")E. Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per Telecom requirements, complete and in place. (550 LF)		
			Lump Sum	$ _____
131	L.S	Furnish and Install Two 4-Inch & Two 1-Inch Direct Buried Telecom Conduits - UD(1x2-4") & UD(1x2-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (500 LF)		
				$ _____
			Lump Sum	
132	L.S	Furnish and Install Two 4-Inch & Four 1-Inch Direct Buried Telecom Conduits - UD(1x2-4") & UD(2x2-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (1,000 LF)		
			Lump Sum	$ _____

133	L.S	Furnish and Install Two 4-Inch & Six 1-Inch Direct Buried Telecom Conduits - UD(1x2-4") & UD(2x3-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (150 LF)	Lump Sum	$ _____
134	L.S	Furnish and Install Two 4-Inch & Eight 1-Inch Direct Buried Telecom Conduits - UD(1x2-4") & UD(2x4-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (150 LF)	Lump Sum	$ _____
135	L.S	Furnish and Install Two 4-Inch & Ten 1-Inch Direct Buried Telecom Conduits - UD(1x2-4") & UD(2x5-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (50 LF)	Lump Sum	$ _____
136	L.S	Furnish and Install Two 4-Inch Direct Buried Telecom Conduits - UD(1x2-4")D. Work shall consist of excavation and providing 4" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (2,300 LF)	Lump Sum	$ _____

137	L.S	Furnish and Install Four 4-Inch & Four 1-Inch Direct Buried Telecom Conduits - UD(2x2-4") & UD(2x2-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (50 LF)		
			Lump Sum	$ _____
138	L.S	Furnish and Install Four 4-Inch & Two 1-Inch Direct Buried Telecom Conduits - UD(2x2-4") & UD(1x2-1")D. Work shall consist of excavation and providing 4" & 1" diameter conduits, with spacers, couplings, and appurtenances, backfilled per Telecom requirements, complete and in place. (100 LF)		
			Lump Sum	$ _____
139	L.S	Furnish and Install Six 1-Inch Concrete Encased Telecom Conduits - UD(2X3-1")E. Work shall consist of excavation and providing 1" diameter conduits, with spacers, couplings, appurtenances, and concrete jacket, backfilled per Telecom requirements, complete and in place. (100 LF)		
			Lump Sum	$ _____
140	L.S	Furnish and Install 13"x 24" x 30" Type UHC 13x24x30 Polymer Concrete Pullbox with polymer concrete covers, cable racks, and ground rod, provided in accordance with Telecom standard requirements, complete and in place. (2 EA)		
			Lump Sum	$ _____

141	L.S	Furnish and Install 30"x 48" x 36" Type UHC 30x48 Polymer Concrete Pullbox with 20K “traffic” rated polymer concrete covers, cable racks, and ground rod, provided in accordance with Telecom standard requirements, complete and in place. (23 EA)		
			Lump Sum	$ _____
142	L.S	Furnish and Install 3'x 5' Type UH-35 reinforced concrete handhole with galvanized slip-not covers, "Telecom" inscribed on covers. Provided in accordance with Telecommunication System requirements, Type UH-3x5. (2 EA)		
			Lump Sum	$ _____
143	L.S	Furnish and Install Housing Ground Assembly Unit BM 2(5/8)(8), with copper clad ground rod clamp and the required length of bare #6 AWG tinned copper ground wire connected to an auxiliary grounding connector within the housing, provided in accordance with Telecom standard requirements, complete and in place. (2 EA)		
			Lump Sum	$ _____
		TOTAL FOR TELECOMMUNICATION WORK (Items 125 to 143, Inclusive)		**$**

BASE BID COST ANALYSIS DATA
RECAPITULATION

I. ROADWAY	(Items 1 to 22, inclusive)	$ _____
II. LOT GRADING	(Item 23, inclusive)	$ _____
III. SEWER SYSTEM	(Items 24 to 54, inclusive)	$ _____
IV. WATER SYSTEM	(Items 55 to 80 inclusive)	$ _____
V. STORM DRAIN SYSTEM	(Items 81 to 89, inclusive)	$ _____
VI. TRAFFIC SIGNAGE AND STRIPING	(Items 90 to 99, inclusive)	$ _____
VII. MISCELLANEOUS ITEMS	(Items 100 to 106, inclusive)	$ _____
VIII. EXTERIOR ELECTRICAL WORK	(Items 107 to 124, inclusive)	$ _____
IX. TELECOMMUNICATION WORK	(Items 125 to 143, inclusive)	$ _____
	TOTAL BASE BID	**$**

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 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before Four Hundred and Twenty Six (426) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.

APPRENTICESHIP AGREEMENT PREFERENCE

Hawaii Revised Statutes §103-55.6 (ACT 17, SLH 2009) provides for a Hawai'i Apprenticeship Preference for public works contracts having an estimated value of $250,000.00 or more. The preference shall be in the form of a 5% bid adjustment applied to the bidder's amount for bidders that are parties to apprenticeship agreements. The estimated value of this public works contract is $250,000.00 or more and the apprenticeship agreement preference **shall** apply.

To be eligible for the preference, the bidder shall:

1. Be a party to an apprenticeship agreement registered with the DLIR at the time the bid is made for each apprenticeable trade the bidder will employ to construct the public works project for which the bid is being made.

    a. The apprenticeship agreement shall be registered and conform to the requirements of HRS Chapter 372.

    b. Subcontractors do not have to be a party to an apprenticeship agreement for the bidder to obtain the preference.

    c. The bidder is not required to have apprentices in its employ at the time the bid is submitted to qualify for the preference.

    d. If a bidder's employee is multi-skilled and able to perform work in more than one trade (for example, a project requires a carpenter and a laborer, and the employee is a carpenter, but is also able to perform the work of a laborer), the bidder need only be a party to the carpenter's apprenticeship agreement and does not need to be a party to the laborer's apprenticeship agreement in order to qualify for the preference. The bidder is not "employing" a laborer, only a carpenter, and so only needs to be a party to the carpenter's apprenticeship agreement.

    e. Qualification for the preference is given on a project-by-project basis and depends upon the specific offer for a specific project. A bidder's employees may vary from project to project and may qualify for the preference on one project but may not qualify on another project. For example, on one project, if the bidder only employs carpenters to perform work in the carpentry and labor trades, then the bidder only needs to be a party to the carpenter's apprenticeship agreement in order to qualify for the preference. However, on another project if the same bidder employs both carpenters and laborers, then the bidder will not qualify for the preference if the bidder is only a party to the carpenter's apprenticeship agreement and not the laborer's apprenticeship agreement.

2. State the trades the bidder will employ to perform the work;

3. For each trade to be employed to perform the work, the bidder shall submit a completed signed original *CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED*

APPRENTICESHIP PROGRAM UNDER ACT 17 (*Certification Form 1)* verifying the participation in an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR);

4. The *Certification Form 1* shall be authorized by an apprenticeship sponsor of the DLIR list of registered apprenticeship programs. The authorization shall be an original signature by an authorized official of the apprenticeship sponsor; and

5. The completed *Certification Form 1* for each trade must be submitted by the bidder with the offer. A facsimile or copy is acceptable to be submitted with the offer; however, the completed **signed original** must be submitted within five (5) working days of the due date of the offer. If the signed original is not received within this timeframe, the preference may be denied. Previous certifications shall not apply.

Failure to comply with ALL of the conditions noted above, without exception, shall disqualify the Bidder from qualifying for, and thus receiving, benefit of the Hawai‘i Apprenticeship Preference.

The *Certification Form 1* and the List of Construction Trades in Registered Apprenticeship Programs is available on the DLIR website at: http://labor.hawaii.gov/wdd/.

Upon receiving *Certification Form 1*, the DHHL will verify with DLIR that the apprenticeship program is on the list of apprenticeship programs registered with the DLIR. If the program(s) are not confirmed by the DLIR, the bidder will not qualify for the preference.

If the bidder is certified to participate in an apprenticeship program for each trade which will be employed by the bidder for the project, a preference will be applied to decrease the bidder’s total bid amount by five per cent (5%) for evaluation purposes.

Should the bidder qualify for other preferences (for example, Hawaii Products Preference), all applicable preferences shall be applied to the bid amount.

While preference for Hawai‘i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be the original bid amount, exclusive of any preferences. The preference is only for evaluation purposes.

The bidder hereby certifies that it will employ the following apprenticeable trades to perform the work for this project:

LIST OF APPRENTICEABLE TRADES TO BE EMPLOYED	
TRADE	APPRENTICESHIP PROGRAM SPONSOR

(Add additional sheets if necessary)

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Bidder certifies that the following is a complete listing of all joint Contractors or Subcontractors covered under Chapter 444, Hawaii Revised Statutes, who will be engaged by the Bidder on this project to perform the nature and scope of work indicated pursuant to Section 103D-302, Hawaii Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the bid.

The Bidder further understands that only those joint Contractors or Subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Bidder with his own employees. If no joint Contractor or Subcontractor is listed, it shall be construed that all of the work shall be performed by the Bidder with his own employees.

The Bidders must be sure that they possess and that the Subcontractors listed in the bid possess all the necessary licenses needed to perform the work for this project. The bidder shall be solely responsible for assuring that all the specialty licenses required to perform the work are covered in his bid.

The Bidder shall include the license number of the joint Contractors or Subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractor's Licensing Board may cause rejection of the bid submitted.

Complete Firm Name of Joint Contractor or Subcontractor	License Number	Hawaii Tax ID Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

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.

Bid Security in the amount of:_____

_____ DOLLARS ($_____)

as required by law, is enclosed herewith in the form of:

(____) Surety Bond (*1)
(____) Legal Tender (*2)
(____) Cashier's Check (*3)
(____) Certificate of Deposit (*3)
(____) Certified Check (*3)
(____) Official Check (*3)
(____) Share Certificate (*3)
(____) Teller's Check (*3)
(____) Treasurer's Check (*3)

Respectfully submitted,

_____
Name of Company, Joint Venture or Partnership

_____
License No.

By_____
Signature (*4)

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:

*1. Surety bond underwritten by a company licensed to issue bonds in this State;

*2. Legal tender; or

*3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.

A. These instruments may be utilized only to a maximum of $100,000.

B. If the required security or bond amount totals over $100,000, more than one instrument not exceeding $100,000 each and issued by different financial institutions shall be accepted.

*4. 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.

*5. Fill in all blank spaces with information asked for or bid may be invalidated. <u>BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.</u>

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

SPECIAL CONDITIONS

Project: **Laiopua Village 4 Subdivision, Phase 2 - Hema**
Location: **Kealakehe, Kailua-Kona, North Kona, 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".
c. "CONTRACTOR" and "Consultant".

SC-02: INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL 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.

INSURANCE REQUIREMENTS are as follows:

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:

Coverage	Limit
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): $1,000,000 per occurrence and $2,000,000 aggregate Personal Injury: $1,000,000 per occurrence and $2,000,000 aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: $1,000,000 per person and $1,000,000 per occurrence. Property Damage: $1,000,000 per accident or combined single limit of $2,000,000.
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 sub- Contractors.

STATE OF HAWAII

SPECIAL CONDITIONS

Builder's Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value
Malicious Mischief	100% Replacement Value

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.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-03: COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, on or before four hundred and twenty six (426) calendar days after receiving a written Notice to Proceed, subject to extensions, as may be granted.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the Contractor shall pay to DHHL as liquidated damages, and not as a penalty, $1,000.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04: PROCESS THROUGH CONSULTANT OF DHHL

Until Notice to Proceed is issued, any and all submittals, reports, requests, claims and notices under the contract pertaining to work for this project, shall be processed through the Consultant of the Department, namely Akinaka and Associates. (attention: Scott Kunioka), 1100 Alakea Street, Suite 1800, Honolulu, HI 96813, Phone No. 836-1900, Fax No. 836-8852.

After Notice to Proceed has been issued, any and all submittals, reports, requests, claims and notices under the contract that pertain to this project shall be processed through the Construction Manager (CM) with copies submitted to DHHL and the above Consultant as applicable. The CM contact person and number will be identified at the pre-construction meeting.

SC-05: SURVEYING SERVICES

Any surveying services required shall be the responsibility of the contractor and considered incidental to the scope of work under this contract and therefore covered under the terms of this contract. No separate payment shall be made.

Upon completion, the CONTRACTOR shall prepare an as-built plan for the project site in which the finished grades are certified by a Registered Land Surveyor. Six (6) copies of the as-built plan shall be submitted to the Construction Manager and Engineer. The cost of the as-built plan shall be incidental to the contract. No separate payment shall be made.

SC-06: 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-07: PERMITS AND FEES

CONTRACTOR shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

SC-08: COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to the Hawaii County Department of Water Supply (DWS), Hawaii Electric Light Company (HELCO), and Hawaii County Department of Public Works (DPW).

The CONTRACTOR shall also coordinate all necessary work with the Laiopua Village 4 Subdivision, Phase 1-Akau house developer. Construction of the house development may be ongoing, concurrently with the Laiopua Village 4 Subdivision, Phase 2-Hema construction.

SC-09: 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-10: WATER CHARGES AND REQUIREMENTS

The CONTRACTOR shall be solely responsible for obtaining water to meet any requirements of the contract. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this contract shall not be paid for separately but shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-11: SOIL AND DUST CONTROL

To control the dust during construction, the CONTRACTOR shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The CONTRACTOR shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

Dust control is very important because of the close proximity of adjacent homes.

SC-12: FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by the Department of Hawaiian Home Lands (Department), designated Construction Inspector, the County of Hawaii Department of Water Supply, Hawaii County Department of Public Works, and other applicable government agencies. Once work has been satisfactorily completed, the County, accompanied by the Department and Construction Inspector, will make the final inspection of the work to determine whether all work has been done in complete compliance with the requirements of the plans and these specifications.

The CONTRACTOR shall therefore schedule the final inspection with the Department of Water Supply and Department of Public Works of the County of Hawaii and notify the Department's Project Manager one week prior to said inspection.

Neither the scheduling nor the conduct of the aforementioned final inspection shall be deemed a waiver of the Department's right to subsequently require CONTRACTOR to complete all unfinished or defective work to the satisfaction of the Department.

SC-13: GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions dated March 2014 shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)

SC-14: CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

CONTRACTORS are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State of County government CONTRACTORS during the term of the contract if the CONTRACTORS are paid with funds appropriated by a legislative body.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-15: CONTRACTOR'S DAILY REPORT

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include:

1. Date
2. Weather
3. Activity at the site for the Contractor
    a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
    b. Equipment
    c. Materials delivered
    d. Work performed
4. Activity at the site for subcontractors
    a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
    b. Equipment
    c. Materials delivered
    d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

SC-16: FEDERAL LABOR STANDARDS

[required when Federal funds, USDA-RD, are used.]

The CONTRACTOR and its subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). CONTRACTOR and its contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination made by the Secretary of Labor. CONTRACTOR and its contractors shall also pay wages not less than once a week.

SC-17: COPELAND "ANTI-KICKBACK" ACT

[required when Federal funds, USDA-RD, are used.]

The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-18: ENERGY EFFICIENCY
[required when Federal funds, USDA-RD. are used.]

The CONTRACTOR and its subcontractors shall comply with the Energy Policy and Conservation Act (P.L. 94-163) and all mandatory State and County standards and policies relating to energy efficiency.

SC-19: CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
[required when Federal funds, USDA-RD, are used.]

Developer and its subcontractors shall to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

SC-20: CONTRACT WORK HOURS AND SAFETY STANDARDS
[required when Federal funds, USDA-RD, are used.]

Developer and its subcontractors shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

SC-21: EQUAL EMPLOYMENT OPPORTUNITY
[required when Federal funds, USDA-RD, are used.]

Developer and its subcontractors shall comply with the equal opp01iunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," incorporated herein by reference.

SC-22: COMPLIANCE WITH HAWAII REVISED STATUTES (HRS) CHAPTER 103B - EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS

The CONTRACTOR shall comply with the requirements of Hawaii Revised Statutes (HRS) Chapter 103B, Employment of State Residents on Construction Procurement Contracts, as follows:

1. Definitions for terms used in HRS Chapter 103B:
   a. “Contract” means contracts for construction under chapter 103D, HRS.

   b. “CONTRACTOR” has the same meaning as in section 103D-104, HRS, provided

that "CONTRACTOR" includes a subcontractor where applicable.

c. "Construction" has the same meaning as in section 103D-104, HRS.
d. "Procurement Officer" has the same meaning as in section 103D-104, HRS.

e. "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.

f. "Shortage trade" means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

2. HRS Chapter 103B– Employment of State Residents Requirements:

a. A CONTRACTOR awarded a contract shall ensure that Hawaii residents comprise not less than eighty per cent of the workforce employed to perform the contract work on the project. The 80% requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the CONTRACTOR in the performance of the contract. The hours worked by any Subcontractor of the CONTRACTOR shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations (DLIR), shall not be included in the calculation for this section.

b. Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B.

c. Prior to starting any construction work, the CONTRACTOR shall submit the subcontract dollar amount for each of its Subcontractors.

d. The requirements of this section shall apply to any subcontract of $50,000 or more in connection with the CONTRACTOR; that is, such Subcontractors must also ensure that Hawaii residents comprise not less than 80% of the Subcontractor's workforce used to perform the subcontract.

e. The CONTRACTOR and any Subcontractor whose subcontract is $50,000 or more shall comply with the requirements of HRS Chapter 103B.

1) Certification of compliance shall be made in writing under oath by an officer of the General CONTRACTOR and applicable Subcontractors

and submitted with the final payment.

2) The certification of compliance shall be made in writing under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form and executing the Certificate before a licensed notary public.

3) In addition to the certification of compliance as indicated above, the CONTRACTOR and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include the names, addresses and numbers of hours worked on the project by all employees of the CONTRACTOR and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B. The CONTRACTOR and Subcontractors shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the CONTRACTOR and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four year period, whichever occurs later. Furthermore, it shall be the CONTRACTOR's responsibility to enforce compliance with this provision by any Subcontractor.

f. A General CONTRACTOR or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

1) With respect to the General CONTRACTOR, withholding of payment on the contract until the CONTRACTOR or its Subcontractor complies with HRS Chapter 103B.

2) Proceedings for debarment or suspension of the CONTRACTOR or Subcontractor under Hawaii Revised Statues §103D-702.

3. Conflict with Federal Law: This section shall not apply if the application of this chapter is in conflict with any federal law, or if the application of this chapter will disqualify any state or county agency from receiving federal funds or aid.

SC-23: APPRENTICESHIP AGREEMENT PREFERENCE – CONTRACTOR'S RESPONSIBILITY

1. For the duration of the contract awarded utilizing the Hawai'i Apprenticeship Preference, the CONTRACTOR shall certify each month that work is being

conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs.

2. Monthly certification shall be made on *MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Monthly Certification Form 2)* prepared and made available by the DLIR. *Monthly Certification Form 2* shall be a signed original by the respective apprenticeship program sponsor's authorized official, and submitted by the CONTRACTOR with its monthly payment requests. *Monthly Certification Form 2* is available on the DLIR website at: http://hawaii.gov/labor/wdd

3. Should the CONTRACTOR fail or refuse to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the CONTRACTOR employs, the CONTRACTOR will be subject to the following sanctions:

   a. Withholding of the requested payment until the required form(s) are submitted;

   b. Temporary or permanent cessation of work on the project, without recourse to breach of contract claims by the CONTRACTOR; provided the DHHL shall be entitled to restitution for nonperformance or liquidated damages claims; or

   c. Proceed to debar pursuant to HRS §103D-702.

4. If events such as "acts of God," acts of a public enemy, acts of the State or any other governmental body in its sovereign or contractual capacity, fires, floods, epidemics, freight embargoes, unusually severe weather, or strikes or other labor disputes prevent the CONTRACTOR from submitting the certification forms, the CONTRACTOR shall not be penalized as provided herein, provided the CONTRACTOR completely and expeditiously complies with the certification process when the event is over.

SC-24: COMPENSATION FOR REMOVAL OF ABANDONED VEHICLES, TRASH OR DUMPED ITEMS

Any and all abandoned vehicles, boats or other means of transportation and all appliances and discards of every description found within 5-feet of the actual work limits during the duration of this contract shall be promptly and totally removed from the site. The cost shall be considered incidental to Laiopua Village 4 Subdivision Proposal Item 7: "Clearing and Grubbing."

The CONTRACTOR is solely responsible for taking precautions to prevent unauthorized access during working and non-working hours to eliminate illegal dumping within these areas during the entire duration of the project.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-25: ARCHEOLOGICAL SITES

An archeological assessment of the project areas was completed and no archeological sites were found within the project limits. The CONTRACTOR should be aware that archeological sites may be encountered during the construction of this project. If the CONTRACTOR encounters a potential archeological site during construction, he shall immediately cease all operations in the area and contact the Project Manager.

SC-26: INADVERTENT DISCOVERY OF HUMAN BURIALS DELETED ITEMS

Although not expected, in the event human burials are inadvertently discovered, the CONTRACTOR shall immediately stop work in the vicinity of the burial and contact the following parties and agencies immediately: State Historic Preservation Division, the Project Manager, the Consultant, the Office of Hawaiian Affairs, Hui Malama I Na Kupuna O Hawaii Nei, and the Hawaii Island Burial Council.

The burial and the area in its vicinity shall be protected until DHHL has been advised of the proper Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) process for burial treatment to undertake and until the selected NAGPRA process has been concluded.

SC-27: DELETED ITEMS

Depending on the site and soil conditions and other factors, the Project Manager may decide to delete a portion or all of a Proposal item in its entirety. A change order shall be issued to delete the work and the contract amount shall be reduced by subtracting the corresponding proposal item amount.

No claim shall be filed for anticipated profit or loss resulting from the deletion of all or part of the proposal item.

SC-28: RESTORATION OF DHHL PROPERTY

Any areas cleared or graded by the CONTRACTOR for field offices(s), staging or storage operations located in DHHL lots shall be backfilled to the original (or finished) elevations, slopes and grades (shown on the plans) and/or graded to provide proper drainage prior to the completion of the project. The backfilled areas shall be covered with a 2-inch layer of topsoil and immediately grassed.

The backfilling and grassing shall be conducted in accordance with the applicable sections of the contract. Fill material required to backfill these areas, placement and compaction thereof, provision of topsoil and its placement, and grassing will not be paid for separately but shall be incidental to the various contract items. Reference is made to DHHL General Conditions 5.11, 7.29, and 7.30.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-29: AS-BUILT DRAWINGS/RECORD DRAWINGS

As-Built Drawings:

The CONTRACTOR shall provide As-Built drawings. The As-Built drawings shall show the actual construction so that any future renovations or tie-ins can be anticipated accurately.

The CONTRACTOR shall record all deviations from the drawings that were authorized by the Project Manager onto the copy of the field plans. The changes shall be recorded immediately after they have been constructed in place to assure they are recorded before they are forgotten.

The CONTRACTOR shall record the changes onto the field office plans using a red pencil. The CONTRACTOR shall stamp, sign and date each sheet of the field office plans. The stamp shall contain the words "As-Built Drawings" and include a statement signed by the CONTRACTOR certifying that the drawings on the sheet accurately and completely reflect and show the actual as-built construction. The stamp format and wording shall be submitted to the Project Manager for prior approval.

The CONTRACTOR shall submit the marked up field office plans for the project, stamped, signed and dated, to the Project Manager after the improvements for each respective portion of the project have been completed.

Record Drawings:

All changes shown on the As-Built drawings will be recorded on the original tracings, which will then become the record drawings. The Consultant(s) shall be responsible for preparing the record drawings. The Consultant(s) shall stamp, sign and date the title sheet tracing of the record drawings. The stamp shall contain the words "Record Drawings."

The CONTRACTOR shall review the changes made and certify the record drawings by signing and dating the record drawing title sheet tracing where indicated. Any deviations from the plans determined by the Project Manager to be missing from, incomplete, or inaccurately drawn on the As-Built drawings shall be corrected on the record drawing tracings by the State and the CONTRACTOR shall be charged for the services. The State will keep a record of the associated cost impacts and deduct them from the contract price.

Payment for all work required to comply with this item will not be paid for separately but shall be considered incidental to the various contact items.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-30: CONSTRUCTION MANAGER AND ENGINEER INSPECTION

The DHHL will engage the Engineer and a Construction Manager (CM) for limited construction or full observation to supplement the inspections performed by the State and respective Counties.

SC-31: PROJECT SIGN

The Contractor shall furnish, erect, maintain and remove (2) project signs. One (1) sign shall be based on the State of Hawaii standards, and one (1) sign shall follow the USDA template as shown on page 22 of this document. The State of Hawaii sign shall adhere to the details and specifications as follows.

The project signboard shall be ¾" thick, "AC" exterior grade fir plywood, 4 feet in height in 7 feet long. All lettering type and size and color selection shall be as specified below.

All paints used shall be exterior enamel paints manufactured either by Ameritone-Devoe, Boysen, DuPont, Dutch Boy, Fuller-O'Brien, Glidden, Pittsburg, Sherwin-Williams, Sinclair, or approved equal, and made primarily for the purpose for which they are used, and shall be prepared and applied strictly in accordance with the manufacturer's directions. Sign shall be painted with one prime coat and two finish coats. Final layout shall be based upon sign plans submitted by the Contractor and approved by the DHHL.

The Project Sign shall be erected at a location directed by the DHHL and shall be adequately braced in such a way that does not interfere with the viewing of the sign. The sign shall be maintained in good condition throughout the progress of the work until final completion of the project. The project sign shall be erected within five (5) days after approval of the sign layout or as directed by the DHHL. After the final approval of the construction work by the DHHL, the project sign shall be removed from the site and shall become property of the Contractor. The project sign shall not be removed without prior approval from DHHL.

No payment will be made for two (2) project signs painted, with lettering specified by DHHL, erected in place complete, maintained, and removed. Cost for signs shall be incidental to project work.

PROJECT SIGN SPECIFICATIONS

LETTER STYLE

COPY IS CENTERED AND SET IN ADOBE TYPE FUTURA HEAVY. IF THIS SPECIFIC TYPE IS NOT AVAILABLE, FUTURA DEMI BOLD MAY BE SUBSTITUTED. COPY SHOULD BE SET AND SPACED BY A PROFESSIONAL

STATE OF HAWAII

SPECIAL CONDITIONS

TYPESETTER AND ENLARGED PHOTOGRAPHICALLY FOR PHOTO STENCIL SCREEN PROCESS.

ART WORK

CONSTANT ELEMENTS OF THE SIGN LAYOUTS -- FRAME, OUTLINE, STRIPE, AND OFFICIAL STATE INFORMATION -- MAY BE DUPLICATED FOLLOWING WORKING DRAWING MEASUREMENTS OR BE REPRODUCED AND ENLARGED PHOTOGRAPHICALLY USING A LAYOUT TEMPLATE IF PROVIDED. THE STATE OF HAWAII" MASTHEAD SHOULD BE REPRODUCED AND ENLARGED AS INDICATED USING THE ARTWORK PROVIDED.

TITLES

THE SPECIFIC MAJOR WORK OF THE PROJECT UNDER CONSTRUCTION IS EMPHASIZED BY USING 3-3/4" TYPE (OR AS SPECIFIED BY DHHL), ALL CAPITALS. SECONDARY INFORMATION SUCH AS LOCATIONS OR BUILDING USES 2-1/4" TYPE, ALL CAPITALS. OTHER RELATED INFORMATION OF LESSER IMPORTANCE USES 2-1/4" (CAPITAL HEIGHT) TYPE IN LOWER CASE LETTERS. ALL LINES OF TYPE SHOULD NOT EXCEED THE WIDTH OF THE 6'— 2" STRIPE.

MATERIALS

PANEL IS 3/4" THICK, "AC" EXTERIOR GRADE FIR PLYWOOD WITH RESIN BONDED SURFACES ON BOTH SIDES.

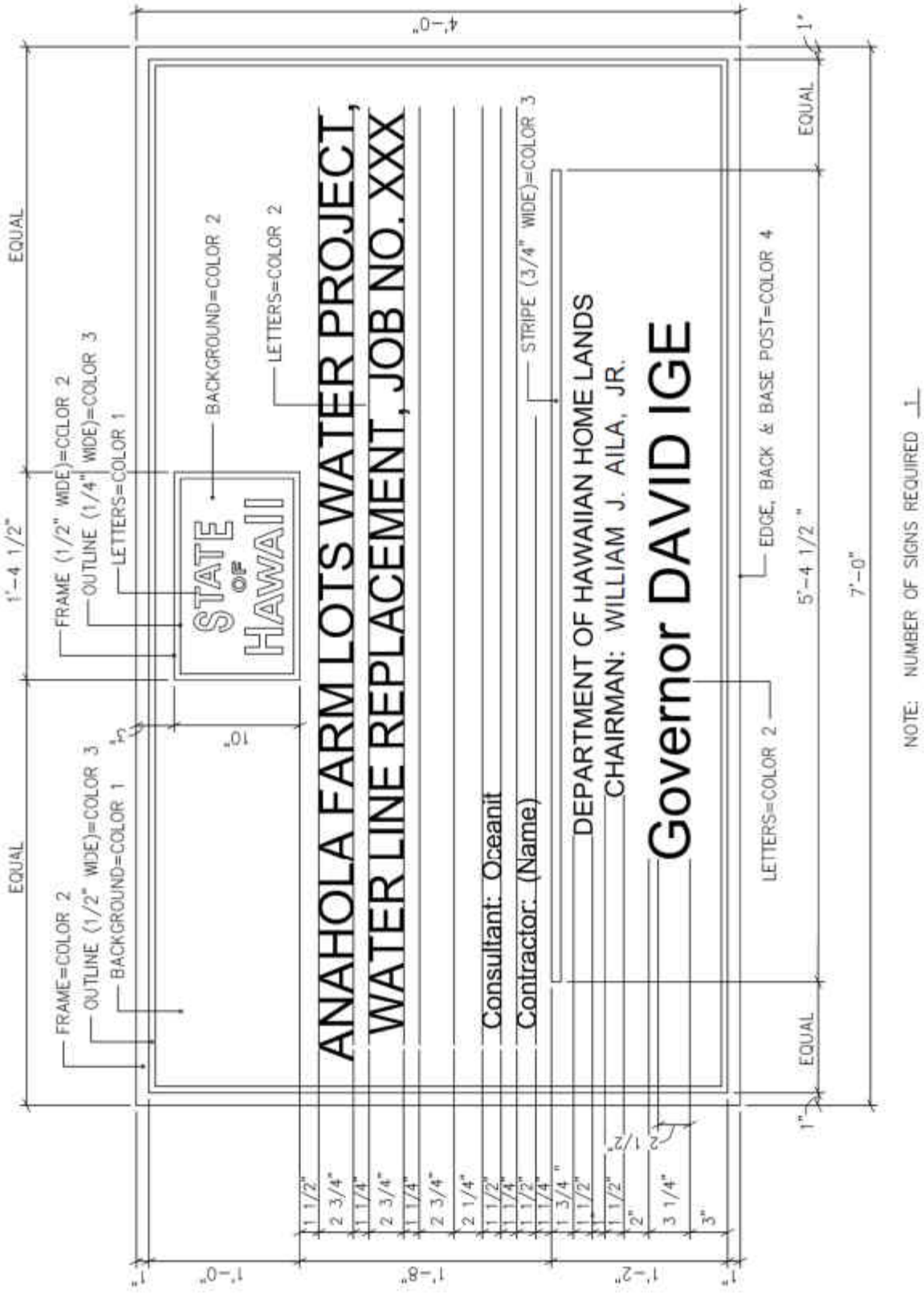
PAINT AND INKS

SCREEN PAINT INKS ARE MATTE FINISH. PAINTS ARE SATIN FINISH, EXTERIOR GRADE. REFERENCE TO AMERITONE COLOR KEY PAINT IS FOR COLOR WHICH MATCH ONLY.

COLOR:
1. 1BL1OA BOHEMIAN BLUE
2. 2H16P SOFTLY (WHITE)
3. 2VR2A HOT TANGO (RED)
4. 1M52E TOKAY (GRAY)

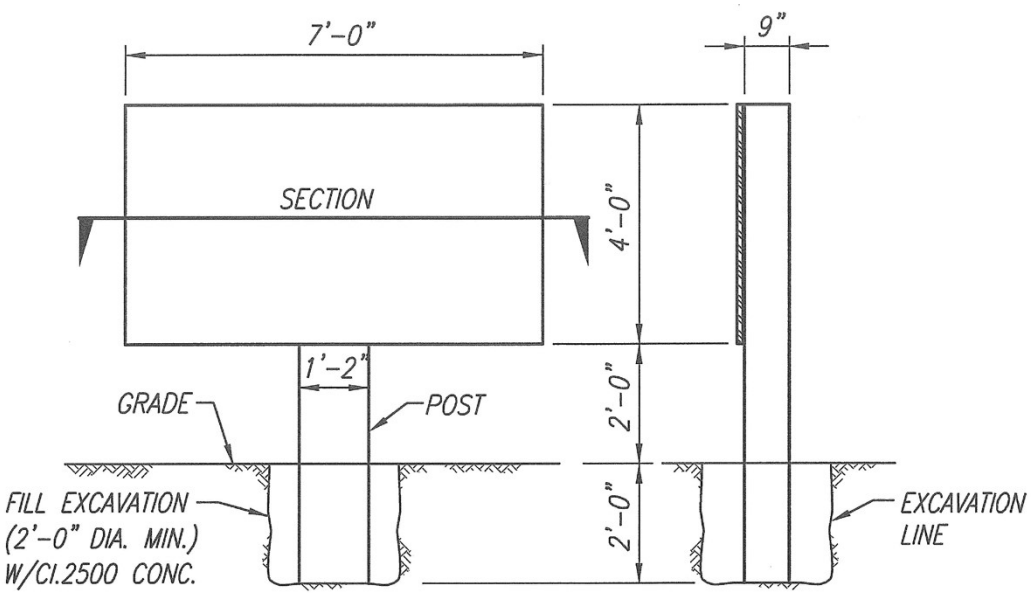
STATE OF HAWAII

SPECIAL CONDITIONS



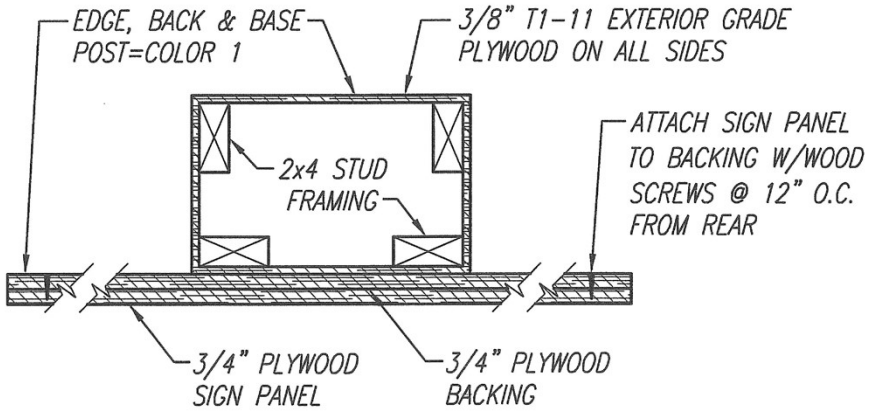
STATE OF HAWAII

SPECIAL CONDITIONS



ELEVATIONS

NOT TO SCALE



SECTION

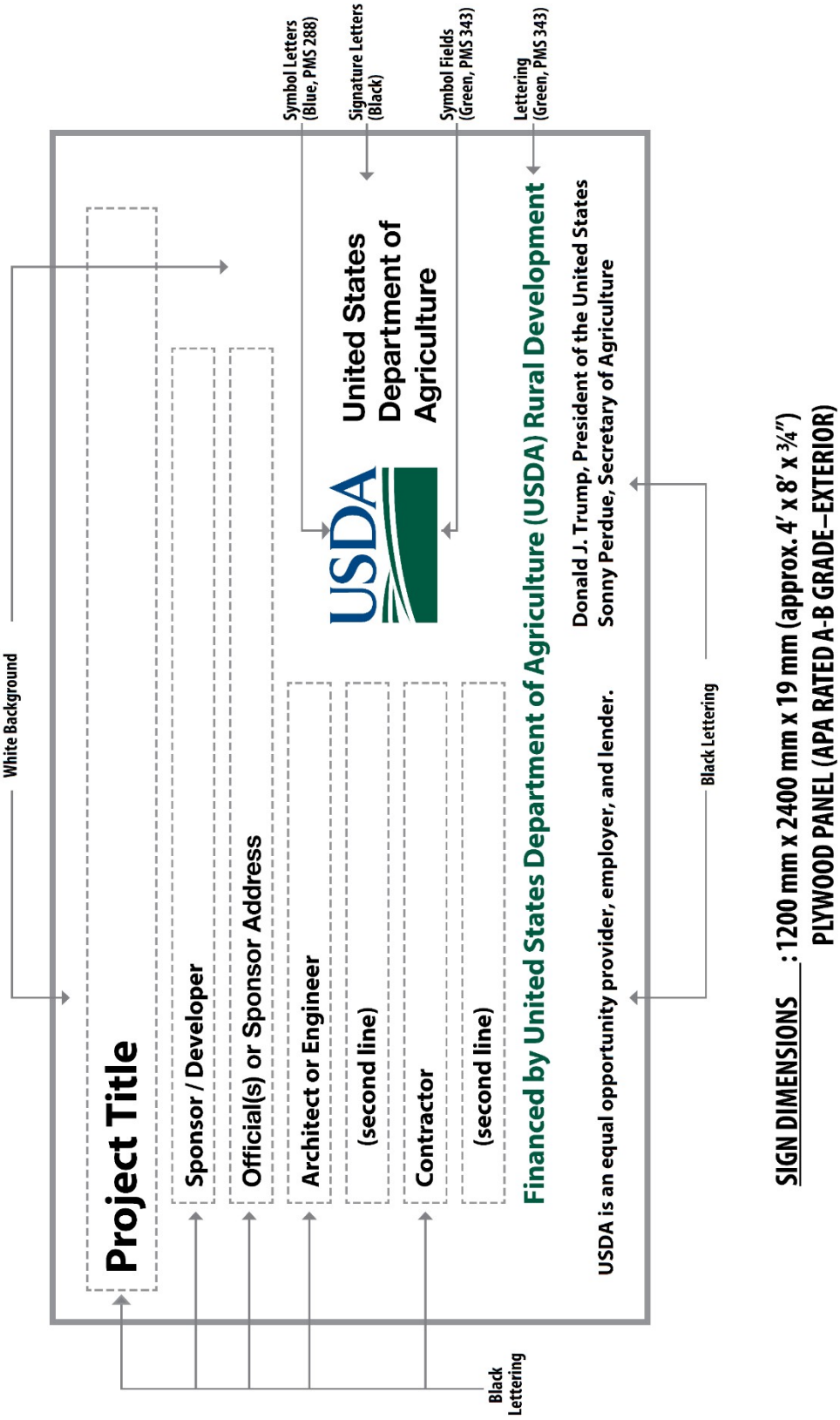
NOT TO SCALE

STATE OF HAWAII

SPECIAL CONDITIONS

TEMPORARY CONSTRUCTION SIGN FOR RURAL DEVELOPMENT PROJECTS

Recommended Fonts: Helvetica, Arial, or Myriad Pro



SIGN DIMENSIONS : 1200 mm x 2400 mm x 19 mm (approx. 4′ x 8′ x ¾″)
PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

STATE OF HAWAII

SPECIAL CONDITIONS

SC-32: GEOTECHNICAL ENGINEERING

Subsurface soil investigations have been made at specific selected locations within the project. A copy of the complete soils report is included with the bid documents. All subsurface data provided for the project are for general information only and shall not be deemed to represent the precise nature of the subsurface condition.

The services of a geotechnical engineering firm will be retained by DHHL. The CONTRACTOR shall notify the Construction Manager whenever the geotechnical engineering firm's presence is needed at the site. The geotechnical engineer shall be present to observe site grading and other work concerning excavation, placing and compacting soil materials, and to take field density tests. Also, the geotechnical engineer shall perform laboratory testing of all imported soils or on-site soils to determine its acceptability for its intended use as select material or general fill material. The geotechnical engineer shall compile the daily observations, test data, test results and recommendations into a weekly submittal to the Construction Manager. The geotechnical engineer shall ensure that the geotechnical work complies with the specifications and drawings.

Upon completion of the grading operation, the geotechnical engineer shall provide the information needed to complete the "Report after Grading" as required by the Revised Ordinances of Honolulu (ROH), Section 14-15.1(n). As a minimum, six (6) copies of compaction data with 11"x17" location map, moisture content at the time of compaction, and certification letter (stamped and signed by a license engineer in the State of Hawaii) that the work was done in conformity to the specifications.

SC-33: PLAN APPROVALS

Plans and its Specifications are still being processed for approval and may change. The release of Construction funds is also ongoing. Notice to Proceed will not be issued until the Plans and Specifications are approved and Construction funds are released.

In the event the Notice to Proceed is not issued by November 1, 2021, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributed to the delay beyond the November 1, 2021, date. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for assumed escalation costs. This Special Condition shall supersede DHHL Construction General Condition 3.1.4. All other conditions that pertain to the issuance of the Notice to Proceed as specified under DHHL Construction General Condition 3.1.1 through 3.1.3 shall remain unchanged.

STATE OF HAWAII

SPECIAL CONDITIONS

SC-34: PROJECT CASHFLOW DRAWDOWN SCHEDULE

The CONTRACTOR shall submit a project cashflow drawdown schedule within seven (7) working days of the formal Notice to Proceed date. The project cashflow drawdown schedule shall show for each line item on the Bid Recapitulation of the bid proposal the amount of the item, and the projected monthly cashflow draw down for the item over the anticipated duration of the project. The extended total of each line item shall equal the sum bid for that line item and the total of all line items shall equal the total sum bid for the project. The project cashflow draw down schedule is a "one-time only" submittal and need not be updated with and submitted with each request for payment.

SC-35: CONTRACTOR'S BONDS

The CONTRACTOR shall obtain bonds for the work pertaining to the project. 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.

SC-36: NPDES PERMIT

Notice of Intent for coverage under the NPDES general permit for discharge of storm water associated with construction activities (Form C) has been filed with the Department of Health. The CONTRACTOR shall review the conditional Notice of General Permit Coverage (NGPC) and compile all documents required to submit the application and obtain final NGPC to complete the permit. A copy of the NGPC is included as part of the bid documents. Authorization to proceed with clearing, grubbing or grading work will not be granted until the permit is approved.

The CONTRACTOR agrees to schedule and sequence his operations to take all of the foregoing into account and that DHHL General Condition 7.21.5 shall govern in the event of any delay(s) in DHHL obtaining approvals for these NPDES permits.

Notice of Intent for coverage under the NPDES general permit for discharges of hydro testing water associated with construction activities (Form F) has not been filed with the Department of Health. The Contractor shall review the project and compile all documents required to submit the application and attain final NGPC, if CONTRACTOR deems necessary.

SC-37: STANDARD SPECIFICATIONS

The "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005, State of Hawaii and all applicable updates is by reference incorporated herein and made a part of these specifications. The term "Standard

Specifications" used hereinafter refers to this "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005." Copies of the Standard

Specifications are available for purchase from State of Hawaii, Department of Transportation, Highways Division.

SC-38: STANDARD DETAILS

The "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984", as amended of the Departments of Public Works, County of Kauai, County of Maui, County of Hawaii and City and County of Honolulu, of the State of Hawaii, is by reference incorporated herein and made a part of these specifications. The term "Standard Details" used hereinafter refers to this "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, September 1984."Copies of the Standard Details are on file and may be inspected at the Division of Purchasing during regular business hours of the City and County of Honolulu.

The work embraced herein shall be done in accordance with the Standard Details insofar as they may apply.

SC-39: WATER SYSTEM STANDARDS

The "WATER SYSTEM STANDARDS" of the Department of Water Supply, County 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 Technical Specifications and Special Provisions for the Water System Standards.

The term "Water System Standards" used in these contract documents refers to the "WATER SYSTEM STANDARDS" of the Department of Water Supply, County of Hawaii dated 2002 and all subsequent amendments and additions.

The CONTRACTOR shall notify the Department of Water Supply and the Engineer in writing one week prior to commencing work on the water system.

SC-40: DOCUMENTATION OF EXISTING IMPROVEMENTS

The CONTRACTOR shall compile a documentation and record of the existence and condition of any significant existing improvements adjacent to the project site immediately before he begins work.

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SPECIAL CONDITIONS

"Immediately before", in this case only, shall be defined as no more than twelve (12) hours, and no less than one (1) hour, before beginning any construction activity, including but not limited to clearing, grubbing, or earthwork, occurs.

Improvements, which shall be documented, shall include, but not be limited to;

1. Improvements that could be directly affected by dust nuisance, silt damage from heavy rain, or weakening of foundations of supporting earth by earthmoving operations or machinery vibration.

2. Significant improvements within 25-feet of the work area limits such as existing houses, sheds, structures, fences, posts, walls, trees, shrubs, lawns landscaping, gardens and driveways.

3. Existing roads approaching or adjoining any work area.

Documentation shall be done by the CONTRACTOR on the day work commences and shall be done by photographs.

All photographs taken shall be color, dated and numbered. A reference site map shall be prepared by the CONTRACTOR indicating the approximate locations, and directions, that the photographs were taken from by referencing the photograph numbers to an appropriate number, and arrow, on the site map.

A copy of all materials; the photographs and accompanying reference site map shall be submitted to, and become the property of DHHL within (7) working days after documentation occurs. All photographs shall be digital and transmitted on a thumb drive. All photographs are to have the original date included in the name with the photographer's initials and what is being looked at.

The CONTRACTOR shall keep their own copy of the materials for their files.

The Department will also compile their own separate independent documentation on the existence and condition of the existing improvements. Therefore it is imperative that the CONTRACTOR adhere to the requirements of Section 7.1 of the DHHL General Conditions regarding notification prior to beginning any work.

The Department will consider the requirements imposed by this subsection and work done by the CONTRACTOR to comply with this subsection incidental to the various contract items. The Department will not make separate or additional payment.

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SC-41: KEANALEHU DRIVE AND MANAWALEA STREET PARKING

CONTRACTORS shall not have any vehicles or equipment parked or stored on, or use for ingress/egress, the following areas:

- Keanalehu Drive
- Manawalea Street

between the following hours:

- Monday through Friday: 7:00 a.m. and 8:30 a.m.
- Monday, Tuesday, Thursday and Friday: 1:30 p.m. and 3:30 p.m.
- Wednesday: 12:30 p.m. to 3:30 p.m.

DHHL has no objection to the CONTRACTOR crossing the improved portions of Keanalehu Drive and Manawalea Street to move into and out of Village 4 during daylight hours. However, the CONTRACTOR shall yield to all traffic on these roads during the hours indicated above.

The CONTRACTOR shall provide any and all appropriate traffic control measures, including relevant warning signs, and flag men as may be required by the State and County if relevant, as a condition for CONTRACTOR use of these existing roads, at all times.
Payment for any and all additional traffic control measures that may become required should the CONTRACTOR elect to use any of the surrounding roads mentioned under this Section will not be paid for separately but shall be considered incidental to the various contract items.

SC-42: TELECOMMUNICATION SYSTEM

The CONTRACTOR shall coordinate and install all telecommunication work with an Independent CONTRACTOR. The telecommunications system will consist of buried conduit(s) in the road sidewalk area, conduits crossing the roadway wearing surfaces at various locations, handholes, appurtenances, and other minor improvements in accordance with the Rural Electrician Standards.

The CONTRACTOR shall enter into Contract with Sandwich Isles Communication, Inc. (SIC) in the amount bid for all telecommunication system requirements in accordance with the provisions and forms as applicable as provided in these specifications.

After award, the CONTRACTOR shall break out his bid unit prices to the form provided in the SIC package.

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The CONTRACTOR is directed to refer to DHHL General Condition 7.12

SC-43: COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility service(s), and permanent utility service(s), and appurtenances with the appropriate agencies including but not limited to DWS, HELCO, SIC, the County of Hawaii DPW, DEM, and Traffic Division and DOT.

SC-44: CONNECTION TO EXISTING WATER MAIN

The CONTRACTOR shall coordinate and meet with the Department of Water Supply (DWS), County of Hawaii to schedule and minimize water system shut down(s). The CONTRACTOR shall coordinate all scheduling of shut downs with the DWS. Shut down times shall be limited to a maximum of 6-hour durations; however this duration may be reduced by DWS subject to water service continuity requirements and if so the CONTRACTOR shall comply at no additional cost to the State.

The CONTRACTOR shall notify all users affected by the disruption in water service in writing a minimum of two (2) weeks prior to any shut down and provide copies of the notification(s) to the Project Manager.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items for water system construction.

SC-45: ADDITIONAL WORK PROCEDURES

The CONTRACTOR shall comply with the following measures for the duration of the contract:

1. The CONTRACTOR shall maintain on the site at all times and in good condition the following equipment:

   - A water tanker able to negotiate rough-cut roads with tank capacity of 2,200-gallons. The tanker shall be equipped with a pump capable of delivering 65-70 gallons per minute (gpm) with a stream of at least 50 feet through and from the end of 200 feet of reel mounted 1-1/2 inch internal diameter hard rubber-lined fire hose
   - Approved protective clothing;
   - Cellular telephone for tanker crew.

2. The CONTRACTOR shall implement the following work procedures:

- Maintaining tanker water level at maximum with daily checks;
- Weekly inspection of all construction activities which could increase fire and site pollution risk;
- Prohibit the presence of glass containers on site at all times;
- Ensure that all vehicles have fire control apparatus as required by Federal and State law.

3. The CONTRACTOR shall not burn any material on-site for the duration of the contract. All flammable rubbish, refuse, plant material from grubbing and clearing, packing materials, crating or any other combustibles shall be removed from the site, and disposed of offsite or in a manner approved by the Project Manager.

4. The CONTRACTOR shall provide on-site training to all construction personnel as to the presence of endangered plant species, purposes of mitigative actions to insure their protection, and fire and pollution prevention purposes and actions. New personnel of the CONTRACTOR, and those of subcontractors, will be given complete orientation when first reporting to the site.

5. All spilled fuels shall be immediately processed with an approved nitrogen compound to counteract leaching.

The requirements indicated in this section, except for those pertaining to tanker maintenance and operation, shall be made a part of any of the agreements between the CONTRACTOR and any subcontractors retained by it.

Payment for any work necessary to comply with the requirements of this section shall not be made separately but shall be included under the lump sum item for "Fire Contingency Plan".

SC-46: FIRE CONTINGENCY PLAN

Prior to the start of any work, the CONTRACTOR shall prepare and file written fire contingency plans with the Project Manager for review and acceptance.

A Fire Contingency Plan shall be prepared for the work. The Plan shall incorporate the following features as a minimum:

1. Communication System. Prior to any on-site actions the CONTRACTOR shall establish a communications system capable of reaching local emergency services. The job supervisor or his designee must carry a cellular telephone at all times.

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Communications linkages must be maintained with all emergency services until completion and acceptance of the work covered by this contract.

2. Development of a Firefighting Plan. The CONTRACTOR will be responsible to maintain fire control at all times. The CONTRACTOR shall establish an organization for firefighting, to include personnel training, equipment, and procedures. Elements of the plan will include, as a minimum:

a. Providing two trained personnel to operate a water tanker. These personnel will be given work assignments that always place them in the immediate area of construction and with immediate access to the tanker upon notice of suspicion of fire.

b. Ensuring that the tanker personnel receive, and certify in the Fire Contingency Plan that they have received, the following:

- Training in Tanker operation
- Instruction in priority contact with Hawaii County Fire Department, the CONTRACTOR's job supervisor, the Hawaii County Office of Civil Defense, DLNR-DOFAW (Hilo Office) and the Project Manager
- Identification and knowledge of the location(s) of nearest water source(s) for filling tanker
- Training in the recognition, prevention and correction of fire hazards

The CONTRACTOR shall not commence with any clearing and grubbing until DHHL has accepted the Fire Contingency Plan and notified the CONTRACTOR that he may proceed. This work, including preparation, submittal, filing, and processing the Fire Contingency Plan for DHHL acceptance, and all labor, materials and equipment necessary for its implementation throughout the duration of the contract shall be paid for under the lump sum item indicated in the proposal.

SC-47: STATE GENERAL EXCISE TAX

This project is subject to the State of Hawaii General Excise Tax. The CONTRACTOR's Total Sum Bid shall include the General Excise Tax for all work.

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SPECIAL CONDITIONS

SC-48: FIELD OFFICE

A field office for exclusive use of DHHL personnel or their representatives is not required. CONTRACTOR may provide a field office at their own expense.

SC-49: FINAL SETTLEMENT OF CONTRACT

The following shall be made additional conditions of compliance with DHHL Construction General Condition 7.33:

1. The contractor shall coordinate with all government agencies and utility companies on behalf of DHHL to obtain letter(s) from each respective government agency or utility company indicating that acceptance of the contract work for the project has been granted to DHHL. Copies of the letters shall be submitted to DHHL.

2. Signature, execution, and return of the "Record Drawing" Title tracings.

Payment for all work required to comply with the above items will not be paid for separately but shall be considered incidental to the various contract items.

SC-50: CHANGE ORDERS

This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). RUS approval is required before Change Orders are effective. A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC-51: REPAVING OF KOʻOKOʻOLAU STREET

The Contractor is permitted to use Koʻokoʻolau Street for staging of equipment. Upon completion of construction of the subdivision, the Contractor shall cold plane and repave the entire roadway. Construction of the housing units for Laiopua Village 4, Phase 1 – Akau will be ongoing during construction of Phase 2 Hema. The cost for repaving of Koʻokoʻolau Street will be split between the Contractor for Hema and the Housing Contractor for Akau. The Contractor shall coordinate with the Housing Contractor to determine the extent of damage caused by each contractor.

SC-52: FORM OF AGREEMENT

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and all of which shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties, and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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SC-53: INJECTION WELLS

The Contractor shall be in compliance with all State, Federal and County requirements when constructing the injection wells, including requirements of the State of Hawaii, Department of Health, Safe Drinking Water Branch, and the Hawaii Administrative Rules, Title 11, Chapter 23, Underground Injection Control.

SC-54: AGENCY CONCURRENCE
[required when Federal funds, USDA-RD, are used.]

This Contract shall not be effective unless and until the U.S. Department of Agriculture (USDA), Rural Development's State program official or designee concurs in writing.

SC-55: DEBARMENT AND SUSPENSION

CONTRACTOR shall file the required certification that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any award covered by 31 U.S.C. 1352.

Requirements of Chapter 104, HRS
Wages and Hours of Employees on Public Works Law

Chapter 104, HRS, applies to every public works construction project over $2,000, regardless of the method of procurement or financing (purchase order, voucher, bid, contract, lease arrangement, warranty).

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]

- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. [§§104-1(5), 104-2(c), HRS]

Weekly Pay

- Laborers and mechanics employed on the job site shall be paid their full wages at least once a week, without deduction or rebate, except for legal deductions, within five working days after the cutoff date. [§104-2(d), HRS]

Posting of Wage Rate Schedules

- Wage rate schedules shall be posted by the contractor in a prominent and easily accessible place at the job site. A copy of the entire wage rate schedule shall be given to each laborer and mechanic employed under the contract, except when the employee is covered by a collective bargaining agreement. [§104-2(d), HRS]

Withholding of Accrued Payments

- If necessary, the contracting agency may withhold accrued payments to the contractor to pay to laborers and mechanics employed by the contractor or subcontractor on the job site any difference between the wages required by the public works contract or specifications and the wages received. [§104-2(e), HRS]

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency.

- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS]

- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain:
  - the name and home address of each employee
  - the employee's correct classification
  - rate of pay (basic hourly rate + fringe benefits)
  - daily and weekly hours worked
  - weekly straight time and overtime earnings
  - amount and type of deductions
  - actual wages paid
  - date of payment

- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

Termination of Work on Failure to Pay Wages

- If the contracting agency finds that any laborer or mechanic employed on the job site by the contractor or any subcontractor has not been paid prevailing wages or overtime, the contracting agency may, by written notice to the contractor, terminate the contractor's or subcontractor's right to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid. The contracting agency may complete this work by contract or otherwise, and the contractor or contractor's sureties shall be liable to the contracting agency for any excess costs incurred. [§104-4, HRS]

Apprentices and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division. [§12-22-6(1), HAR]

- The number of apprentices or trainees on any public work in relation to the number of journeyworkers in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(2), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are:

  - First Violation — Equal to 10% of back wages found due or $25 per offense, whichever is greater.
  - Second Violation — Equal to amount of back wages found due or $100 for each offense, whichever is greater.
  - Third Violation — Equal to two times the amount of back wages found due or $200 for each offense, whichever is greater; and
    Suspension from doing any new work on any public work of a governmental contracting agency for three years.

  ▪ A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within two years of **the second notification of violation**.

  ▪ Suspension. For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25]

- Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty as provided in Section 104-22(b), HRS. [§104-3(c)]

- If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of $1,000 per project, and $100 per day thereafter, for interference or delay. [§104-22(b)]

For additional information, visit the department's website at *http://dlir.state.hi.us/*
or contact any of the following DLIR offices:

Oahu (Wage Standards Division)	586-8777
Maui	243-5322
Hilo	974-6464
West Hawaii	322-4808
Kauai	274-3351

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: HI20200001 10/30/2020

Superseded General Decision Number: HI20190001

State: Hawaii

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

Counties: Hawaii Statewide.

BUILDING CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS AND DREDGING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020
2	02/07/2020
3	02/21/2020
4	03/06/2020
5	03/20/2020
6	04/03/2020
7	07/24/2020
8	08/21/2020
9	08/28/2020
10	09/18/2020
11	09/25/2020
12	10/02/2020
13	10/09/2020
14	10/16/2020
15	10/30/2020

ASBE0132-001 08/31/2015

	Rates	Fringes

Asbestos Workers/Insulator
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....$ 39.65 23.50

BOIL0627-005 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 35.20	27.35

BRHI0001-001 08/31/2020

	Rates	Fringes
BRICKLAYER		
Bricklayers and Stonemasons	$ 45.95	29.59
Pointers, Caulkers and Weatherproofers	$ 46.21	29.59

BRHI0001-002 08/31/2020

	Rates	Fringes
Tile, Marble & Terrazzo Worker		
Terrazzo Base Grinders	$ 41.69	28.11
Terrazzo Floor Grinders and Tenders	$ 40.14	28.11
Tile, Marble and Terrazzo Workers	$ 43.50	28.11

CARP0745-001 08/31/2020

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinglers and Transit and/or Layout Man	$ 50.50	23.59
Millwrights and Machine Erectors	$ 50.75	23.59
Power Saw Operators (2 h.p. and over)	$ 50.65	23.59

CARP0745-002 08/31/2020

	Rates	Fringes
Drywall and Acoustical Workers and Lathers	$ 50.50	23.59

ELEC1186-001 08/23/2020

	Rates	Fringes
Electricians:		
Cable Splicers	$ 56.71	31.16
Electricians	$ 51.55	29.58
Telecommunication worker	$ 32.69	12.96

ELEC1186-002 08/23/2020

	Rates	Fringes
Line Construction:		
Cable Splicers	$ 56.71	31.16
Groundmen/Truck Drivers	$ 38.66	25.63
Heavy Equipment Operators	$ 46.40	28.00
Linemen	$ 51.55	29.58
Telecommunication worker	$ 32.69	12.96

ELEV0126-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC	$ 61.14	34.765

a. VACATION: Employer contributes 8% of basic hourly rate for 5 years service and 6% of basic hourly rate for 6 months to 5 years service as vacation pay credit.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

ENGI0003-002 09/03/2018

	Rates	Fringes
Diver (Aqua Lung) (Scuba))		
Diver (Aqua Lung) (Scuba) (over a depth of 30 feet)	$ 66.00	31.26
Diver (Aqua Lung) (Scuba) (up to a depth of 30 feet)	$ 56.63	31.26
Stand-by Diver (Aqua Lung) (Scuba)	$ 47.25	31.26
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung)	$ 66.00	31.26
Diver Tender (Other than Aqua Lung)	$ 44.22	31.26
Stand-by Diver (Other than Aqua Lung)	$ 47.25	31.26
Helicopter Work		
Airborne Hoist Operator for Helicopter	$ 45.80	31.26
Co-Pilot of Helicopter	$ 45.98	31.26
Pilot of Helicopter	$ 46.11	31.26
Power equipment operator - tunnel work		
GROUP 1	$ 42.24	31.26
GROUP 2	$ 42.35	31.26
GROUP 3	$ 42.52	31.26
GROUP 4	$ 42.79	31.26
GROUP 5	$ 43.10	31.26

GROUP 6	$ 43.75	31.26
GROUP 7	$ 44.07	31.26
GROUP 8	$ 44.18	31.26
GROUP 9	$ 44.29	31.26
GROUP 9A	$ 44.52	31.26
GROUP 10	$ 44.58	31.26
GROUP 10A	$ 44.73	31.26
GROUP 11	$ 44.88	31.26
GROUP 12	$ 45.24	31.26
GROUP 12A	$ 45.60	31.26
Power equipment operators:		
GROUP 1	$ 41.94	31.26
GROUP 2	$ 42.05	31.26
GROUP 3	$ 42.22	31.26
GROUP 4	$ 42.49	31.26
GROUP 5	$ 42.80	31.26
GROUP 6	$ 43.45	31.26
GROUP 7	$ 43.77	31.26
GROUP 8	$ 43.88	31.26
GROUP 9	$ 43.99	31.26
GROUP 9A	$ 44.22	31.26
GROUP 10	$ 44.28	31.26
GROUP 10A	$ 44.43	31.26
GROUP 11	$ 44.58	31.26
GROUP 12	$ 44.94	31.26
GROUP 12A	$ 45.30	31.26
GROUP 13	$ 42.22	31.26
GROUP 13A	$ 42.49	31.26
GROUP 13B	$ 42.80	31.26
GROUP 13C	$ 43.45	31.26
GROUP 13D	$ 43.77	31.26
GROUP 13E	$ 43.88	31.26

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Fork Lift (up to and including 10 tons); Partsman (heavy duty repair shop parts room when needed).

GROUP 2: Conveyor Operator (Handling building material); Hydraulic Monitor; Mixer Box Operator (Concrete Plant).

GROUP 3: Brakeman; Deckhand; Fireman; Oiler; Oiler/Gradechecker; Signalman; Switchman; Highline Cableway Signalman; Bargeman; Bunkerman; Concrete Curing Machine (self-propelled, automatically applied unit on streets, highways, airports and canals); Leveeman; Roller (5 tons and under); Tugger Hoist.

GROUP 4: Boom Truck or dual purpose ""A"" Frame Truck (5 tons or less); Concrete Placing Boom (Building Construction); Dinky Operator; Elevator Operator; Hoist and/or Winch (one drum); Straddle Truck (Ross Carrier, Hyster and similar).

GROUP 5: Asphalt Plant Fireman; Compressors, Pumps, Generators and Welding Machines (""Bank"" of 9 or more, individually or collectively); Concrete Pumps or Pumpcrete Guns; Lubrication and Service Engineer (Grease Rack); Screedman.

GROUP 6: Boom Truck or Dual Purpose ""A""Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling

Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

GROUP 7: Crusher Plant Engineer, Dozer (D-4, Case 450, John Deere 450, and similar); Dual Drum Mixer, Extend Lift; Hoist and/or Winch (2 drums); Loader (over 3 and 1/2 cu. yds. up to and including 6 yards.); Mechanical Finisher or Spreader Machine (asphalt), (Barber Greene and similar) (Screedman required); Mine or Shaft Hoist; Mobile Concrete Mixer (over 5 tons); Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Roller Operator (Asphalt); Self-Propelled Elevating Grade Plane; Slusher Operator; Tractor (with boom) (D-6, or similar); Trencher (over 6 feet and less than 200 h.p.); Water Tanker (pulled by Euclids, T-Pulls, DW-10, 20 or 21, or similar); Winchman (Stern Winch on Dredge).

GROUP 8: Asphalt Plant Operator; Barge Mate (Seagoing); Cast-in-Place Pipe Laying Machine; Concrete Batch Plant (multiple units); Conveyor Operator (tunnel); Deckmate; Dozer (D-6 and similar); Finishing Machine Operator (airports and highways); Gradesetter; Kolman Loader (and similar); Mucking Machine (Crawler-type); Mucking Machine (Conveyor-type); No-Joint Pipe Laying Machine; Portable Crushing and Screening Plant; Power Blade Operator (under 12); Saurman Type Dragline (up to and including 5 yds.); Stationary Pipe Wrapping, Cleaning and Bending Machine; Surface Heater and Planer Operator, Tractor (D-6 and similar); Tri-Batch Paver; Tunnel Badger; Tunnel Mole and/or Boring Machine Operator Underbridge Personnel Aerial Platform (over 50 feet of platform).

GROUP 9: Combination Mixer and Compressor (gunite); Do-Mor Loaderand Adams Elegrader; Dozer (D-7 or equal); Wheel and/or Ladder Trencher (over 6 feet and 200 to 749 h.p.).

GROUP 9A: Dozer (D-8 and similar); Gradesetter (when required by the Contractor to work from drawings, plans or specifications without the direct supervision of a foreman or superintendent); Push Cat; Scrapers (up to and including 20 cu. yds); Self-propelled Compactor with Dozer; Self-Propelled, Rubber-Tired Earthmoving Equipment (up to and including 20 cu. yds) (621 Band and similar); Sheep's Foot; Tractor (D-8 and similar); Tractors with boom (larger than D-6, and similar).

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper

(Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

GROUP 10A: Boat Operator; Cable-operated Crawler Crane (up to and including 25 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (up to and including 1 cu. yd.); Dozer D9-L; Dozer (D-10, HD41 and similar) (all attachments); Gradall (up to and including 1 cu. yd.); Hydraulic Backhoe (over 3/4 cu. yds. up to and including 2 cu. yds.); Mobile Truck Crane Operator (up to and including 25 tons) (Mobile Truck Crane Driver Required); Self-propelled Boom Type Lifting Device (Center Mount) (up to and including 25 tons) (Grove, Drott, P&H, Pettibone and similar; Trencher (over 6 feet and 750 h.p. or more); Watch Engineer (steam or electric).

GROUP 11: Automatic Slip Form Paver (concrete or asphalt); Band Wagon (in conjunction with Wheel Excavator); Cable-operated Crawler Cranes (over 25 tons but less than 50 tons); Cable-operated Power Shovel, Clamshell, Dragline and Backhoe (over 1 cu. yd. up to 7 cu. yds.); Gradall (over 1 cu. yds. up to 7 cu. yds.); DW-10, 20, etc. (Tandem); Earthmoving Machines (multiple propulsion power units and 2 or more Scrapers) (up to and including 35 cu. yds.,"" struck"" m.r.c.); Highline Cableway; Hydraulic Backhoe (over 2 cu. yds. up to and including 4 cu. yds.); Leverman; Lift Slab Machine; Loader (over 12 cu. yds); Master Boat Operator; Mobile Truck Crane Operator (over 25 tons but less than 50 tons); (Mobile Truck Crane Driver required); Pre-stress Wire Wrapping Machine; Self-propelled Boom-type Lifting Device (Center Mount) (over 25 tons m.r.c); Self-propelled Compactor (with multiple-propulsion power units); Single Engine Rubber Tired Earthmoving Machine (with Tandem Scraper); Tandem Cats; Trencher (pulling attached shield).

GROUP 12: Clamshell or Dipper Operator; Derricks; Drill Rigs; Multi-Propulsion Earthmoving Machines (2 or more Scrapers) (over 35 cu. yds ""struck""m.r.c.); Operators (Derricks, Piledrivers and Cranes); Power Shovels and Draglines (7 cu. yds. m.r.c. and over); Self-propelled rubber-tired Earthmoving equipment (over 31 cu. yds.) (657B and similar); Wheel Excavator (up to and including 750 cu. yds. per hour); Wheel Excavator (over 750 cu. yds. per hour).

GROUP 12A: Dozer (D-11 or similar or larger); Hydraulic Excavators (over 4 cu. yds.); Lifting cranes (50 tons and over); Pioneering Dozer/Backhoe (initial clearing and excavation for the purpose of providing access for other equipment where the terrain worked involves 1-to-1 slopes that are 50 feet in height or depth, the scope of this work does not include normal clearing and grubbing on usual hilly terrain nor the excavation work once the access is provided); Power Blade Operator (Cat 12 or equivalent or over); Straddle Lifts (over 50 tons); Tower Crane, Mobile; Traveling Truss Cranes; Universal, Liebher, Linden, and similar types of Tower Cranes (in the erection, dismantling, and moving of equipment there shall be an additional Operating Engineer or Heavy Duty Repairman);

Yo-Yo Cat or Dozer.

GROUP 13: Truck Driver (Utility, Flatbed, etc.)

GROUP 13A: Dump Truck, 8 cu.yds. and under (water level); Water Truck (up to and including 2,000 gallons).

GROUP 13B: Water Truck (over 2,000 gallons); Tandem Dump Truck, over 8 cu. yds. (water level).

GROUP 13C: Truck Driver (Semi-trailer. Rock Cans, Semi-Dump or Roll-Offs).

GROUP 13D: Truck Driver (Slip-In or Pup).

GROUP 13E: End Dumps, Unlicensed (Euclid, Mack, Caterpillar or similar); Tractor Trailer (Hauling Equipment); Tandem Trucks hooked up to Trailer (Hauling Equipment)

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

The Operator of a crane (under 50 tons) with a boom of 80 feet or more (including jib), or of a crane (under 50 tons) with leads of 100 feet or more, shall receive a per hour premium for each hour worked on said crane (under 50 tons) in accordance with the following schedule:

Booms of 80 feet up to but not including 130 feet 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

The Operator of a crane (50 tons and over) with a boom of 180 feet or more (including jib) shall receive a per hour premium for each hour worked on said crane (50 tons and over) in accordance with the following schedule:

Booms of 180 feet up to and including 250 feet	1.25
Booms over 250 feet	1.75

ENGI0003-004 09/04/2017

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand	$ 41.22	30.93
Boat Operator	$ 43.43	30.93
Master Boat Operator	$ 43.58	30.93
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1	$ 43.94	30.93
GROUP 2	$ 43.28	30.93
GROUP 3	$ 42.88	30.93
GROUP 4	$ 41.22	30.93
Dredging: (Derricks)		
GROUP 1	$ 43.94	30.93
GROUP 2	$ 43.28	30.93

GROUP 3	$ 42.88	30.93
GROUP 4	$ 41.22	30.93
Dredging: (Hydraulic Suction Dredges)		
GROUP 1	$ 43.58	30.93
GROUP 2	$ 43.43	30.93
GROUP 3	$ 43.28	30.93
GROUP 4	$ 43.22	30.93
GROUP 5	$ 37.88	26.76
Group 5	$ 42.88	30.93
GROUP 6	$ 37.77	26.76
Group 6	$ 42.77	30.93
GROUP 7	$ 36.22	26.76
Group 7	$ 41.22	30.93

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

GROUP 1: Clamshell or Dipper Operator.
GROUP 2: Mechanic or Welder; Watch Engineer.
GROUP 3: Barge Mate; Deckmate.
GROUP 4: Bargeman; Deckhand; Fireman; Oiler.

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

GROUP 1: Leverman.
GROUP 2: Watch Engineer (steam or electric).
GROUP 3: Mechanic or Welder.
GROUP 4: Dozer Operator.
GROUP 5: Deckmate.
GROUP 6: Winchman (Stern Winch on Dredge)
GROUP 7: Deckhand (can operate anchor scow under direction of Deckmate); Fireman; Leveeman; Oiler.

DERRICK CLASSIFICATIONS

GROUP 1: Operators (Derricks, Piledrivers and Cranes).
GROUP 2: Saurman Type Dragline (over 5 cubic yards).
GROUP 3: Deckmate; Saurman Type Dragline (up to and including 5 yards).
GROUP 4: Deckhand, Fireman, Oiler.

ENGI0003-044 09/03/2018

	Rates	Fringes
Power Equipment Operators (PAVING)		
Asphalt Concrete Material Transfer	$ 42.92	32.08
Asphalt Plant Operator	$ 43.35	32.08
Asphalt Raker	$ 41.96	32.08
Asphalt Spreader Operator	$ 43.44	32.08
Cold Planer	$ 43.75	32.08
Combination Loader/Backhoe (over 3/4 cu.yd.)	$ 41.96	32.08
Combination Loader/Backhoe (up to 3/4 cu.yd.)	$ 40.98	32.08
Concrete Saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	$ 42.92	32.08
Grader	$ 43.75	32.08
Laborer, Hand Roller	$ 41.46	32.08
Loader (2 1/2 cu. yds. and		

under)	$ 42.92	32.08
Loader (over 2 1/2 cu. yds. to and including 5 cu. yds.)	$ 43.24	32.08
Roller Operator (five tons and under)	$ 41.69	32.08
Roller Operator (over five tons)	$ 43.12	32.08
Screed Person	$ 42.92	32.08
Soil Stabilizer	$ 43.75	32.08

IRON0625-001 09/01/2019

	Rates	Fringes
Ironworkers:	$ 41.50	37.55

a. Employees will be paid $.50 per hour more while working in tunnels and coffer dams; $1.00 per hour more when required to work under or are covered with water (submerged) and when they are required to work on the summit of Mauna Kea, Mauna Loa or Haleakala.

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* LABO0368-001 09/02/2020

	Rates	Fringes
Laborers:		
Driller	$ 39.70	22.68
Final Clean Up	$ 29.65	18.17
Gunite/Shotcrete Operator and High Scaler	$ 38.55	21.52
Laborer I	$ 38.70	22.68
Laborer II	$ 36.10	22.68
Mason Tender/Hod Carrier	$ 39.20	22.68
Powderman	$ 39.05	21.52
Window Washer (bosun chair)	$ 38.20	22.68

LABORERS CLASSIFICATIONS

Laborer I: Air Blasting run by electric or pneumatic compressor; Asphalt Laborer, Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning and Welding; Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson Jumping Jack and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Placement Machine Operator: operation of Somero Hammerhead, Copperheads, or similar machines; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring

old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off: Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Curbing (Concrete and Asphalt); Curing of Concrete (impervious membrane and form oiler) mortar and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Environmental Abatement: removal of asbestos, lead, and bio hazardous materials (EPA and/or OSHA certified); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Forklift (9 ft. and under); Gas, Pneumatic, and Electric tools; Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir) heat welding for sewer pipes and fusion of HDPE pipes; Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Jackhammer Operator; Jacking of slip forms: All semi and unskilled work connected therewithin; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry)(including mixer operator);Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting): handling, placing and operation of nozzle; Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith; Pilecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, HDPE, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in preparation for laying of all pipes; Pipe laying of lateral sewer pipe from main or side sewer to buildings or structure (except Contactor may direct work be done under proper supervision); Pipe laying, leveling and marking of the joint used for main or side sewers and storm sewers; Laying of all clay, terra cotta,

ironstone, vitrified concrete, HDPE or other pipe for drainage; Placing and setting of water mains, gas mains and all pipe including removal of skids; Plaster Mortar Mixer/Pump; Pneumatic Impact Wrench; Portable Sawmill Operation: Choker setters, off bearers, and lumber handlers connected with clearing; Posthole Digger (Hand Held, Gas, Air and Electric); Powderman's Tender; Power Broom Sweepers (Small); Preparation and Compaction of roadbeds for railroad track laying, highway construction, and the preparation of trenches, footings, etc., for cross-country transmission by pipelines, electrical transmission or underground lines or cables (by mechanical means); Raising of structure by manual or hydraulic jacks or other methods and resetting of structure in new locations, including all concrete work; Ramming or compaction; Rigging in connection with Laborers' work (except demolition), Signaling (including the use of walkie talkie) Choke Setting, tag line usage; Tagging and Signaling of building materials into high rise units; Riprap, Stonepaver, and Rock Slinger (includes placement of stacked concrete, wet or dry and loading, unloading, signaling, slinging and setting of other similar materials); Rotary Scarifier (including multiple head concrete chipping Scarifier); Salamander Heater, Drying of plaster, concrete mortar or other aggregate; Scaffold Erector Leadman; Scaffolds: (Swing and hanging) including maintenance thereof; Scaler; Septic Tank/Cesspool and Drain Fields Digger and Installer; Shredder/Chipper (tree branches, brush, etc.); Stripping and Setting Forms; Stripping of Forms: Other than panel forms which are to be re-used in their original form, and stripping of forms on all flat arch work; Tampers (Barko, Wacker, and similar type); Tank Scaler and Cleaners; Tarman; Tree Climbers and Trimmers; Trencher (includes hand-held, Davis T-66 and similar type); Trucks (flatbed up to and including 2 1/2 tons when used in connection with on-site Laborers'work; Trucks (Refuse and Garbage Disposal) (from job site to dump); Vibra-Screed (Bull Float in connection with Laborers' work); Well Points, Installation of or any other dewatering system.

Laborer II: Asphalt Plant Laborer; Boring Machine Tender; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Chainman, Rodmen, and Grade Markers; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, breaking away, cleaning and removal of all fixtures, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller's Tender; Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Fence and/or Guardrail Erector: Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning,

preparing, stablishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; General Excavation; Backfilling, Grading and all other labor connected therewith; Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction. Preparation of street ways and bridges; General Laborer: Cleaning and Clearing of all debris and surplus material. Clean-up of right-of-way. Clearing and slashing of brush or trees by hand or mechanical cutting. General Clean up: sweeping, cleaning, wash-down, wiping of construction facility and equipment (other than ""Light Clean up (Janitorial) Laborer. Garbage and Debris Handlers and Cleaners. Appliance Handling (job site) (after delivery unlading in storage area); Ground and Soil Treatment Work (Pest Control); Gunite/Shotcrete Operator Tender; Junk Yard Laborers (same as Salvage Yard); Laser Beam ""Target Man"" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterponds, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signaling from truck, conveyance or stockpile; Material Yard Laborers; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches); Plasterer Laborer; Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Sandblasting Tender (Pot Tender): Hoses and pots or markers; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright Tender; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor

such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

LABO0368-002 09/01/2020

	Rates	Fringes
Landscape & Irrigation Laborers		
GROUP 1	$ 26.40	14.25
GROUP 2	$ 27.40	14.25
GROUP 3	$ 21.70	14.25

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing oflandscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding,

and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).:

GROUP 2. Layout of irrigation and other non-potable irrigation water systems and the layout of drinking fountains and other potable irrigation water systems in connection with such Landscaping and Irrigation work. This includes the layout of all heads, risers, valves, valve boxes, vacuum breakers, low voltage electrical lines, hydraulic and electrical controllers, and metallic (coppers, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe. This work also includes the reading and interpretation of plans and specifications in connection with the layout of Landscaping, Rockscape, Waterscape, and Irrigation work; Operation of Hydro-Mulching machines (sprayman and driver), Drillers, Trenchers (riding type, Davis T-66, and similar) and fork lifts used in connection with the performance of such Landscaping and Irrigation work; Tree climbers and chain saw tree trimmers, Sporadic operation (when used in connection with Landscaping, Rockscape, Waterscape, and Irrigation work) of Skid-Steer Loaders (Bobcat and similar), Cranes (Bantam, Grove, and similar), Hoptos, Backhoes, Loaders, Rollers, and Dozers (Case, John Deere, and similar), Water Trucks, Trucks requiring a State of Hawaii Public Utilities Commission Type 5 and/or type 7 license, sit-down type and ""gang"" mowers, and other self-propelled, sit-down operated machines not listed under Landscape & Irrigation Maintenance Laborer; Chemical spraying using self-propelled power spraying equipment (200 gallon capacity or more).

GROUP 3: Maintenance of trees, shrubs, ground covers, lawns and other planted areas, including the replanting of trees, shrubs, ground covers, and other plantings that did not ""take"" or which are damaged; provided, however, that re-planting that requires the use of equipment, machinery, or power tools shall be paid for at the rate of pay specified under Landscape and Irrigation Laborer, Group 1; Raking, mowing, trimming, and runing, including the use of ""weed eaters"", hedge trimmers, vacuums, blowers, and other hand-held gas, air, electric, or self-powered tools, and the operation of lawn mowers (Note: The operation of sit-down type and ""gang"" mowers shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer, Group 2); Guywiring, staking, propping, and supporting trees; Fertilizing, Chemical spraying using spray equipment with less than 200 gallon capacity, Maintaining irrigation and sprinkler systems, including the staking, clamping, and adjustment of risers, and the adjustment and/or replacement of sprinkler heads, (Note: the cleaning and gluing of pipe and fittings shall be paid for at the rate of pay specified under Landscape & Irrigation Laborer(Group 1); Watering by hand or sprinkler system and the peformance of other types of gardening, yardman, and horticultural-related work.

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* LABO0368-003 09/02/2020

	Rates	Fringes
Underground Laborer		
GROUP 1	$ 39.30	22.68

GROUP 2	$ 40.80	22.68
GROUP 3	$ 41.30	22.68
GROUP 4	$ 42.30	22.68
GROUP 5	$ 42.55	22.68
GROUP 6	$ 42.65	22.68
GROUP 7	$ 42.90	22.68

GROUP 1: Watchmen; Change House Attendant.

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen; Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

GROUP 3: Chucktenders and Cabletenders; Powderman (Prime House); Vibratorman, Pavement Breakers

GROUP 4: Miners - Tunnel (including top and bottom man on shaft and raise work); Timberman, Retimberman (wood or steel or substitute materials thereof); Blasters, Drillers, Powderman (in heading); Microtunnel Laborer; Headman; Cherry Pickerman (where car is lifted); Nipper; Grout Gunmen; Grout Pumpman & Potman; Gunite, Shotcrete Gunmen & Potmen; Concrete Finisher (in tunnel); Concrete Screed Man; Bit Grinder; Steel Form Raisers & Setters; High Pressure Nozzleman; Nozzleman (on slick line); Sandblaster-Potman (combination work assignment interchangeable); Tugger

GROUP 5: Shaft Work & Raise (below actual or excavated ground level); Diamond Driller; Gunite or Shotcrete Nozzleman; Rodman; Groundman

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

PAIN1791-001 01/01/2020

	Rates	Fringes
Painters:		
Brush	$ 38.90	30.59
Sandblaster; Spray	$ 38.90	30.59

PAIN1889-001 07/01/2020

	Rates	Fringes
Glaziers	$ 39.50	34.85

PAIN1926-001 03/03/2020

	Rates	Fringes
Soft Floor Layers	$ 36.65	31.29

PAIN1944-001 01/05/2020

	Rates	Fringes
Taper	$ 43.10	29.90

PLAS0630-001 09/02/2019

	Rates	Fringes

PLASTERER.....$ 42.64 30.58

PLAS0630-002 09/02/2019

	Rates	Fringes
Cement Masons:		
Cement Masons.....	$ 41.10	30.68
Trowel Machine Operators....	$ 41.25	30.68

PLUM0675-001 07/05/2020

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter...	$ 47.23	27.63

ROOF0221-001 09/06/2020

	Rates	Fringes
Roofers (Including Built Up, Composition and Single Ply).....	$ 41.80	20.50

SHEE0293-001 09/02/2018

	Rates	Fringes
Sheet metal worker.....	$ 42.55	27.44

SUHI1997-002 09/15/1997

	Rates	Fringes
Drapery Installer.....	$ 13.60	1.20
FENCE ERECTOR (Chain Link Fence).....	$ 9.33	1.65

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SOILS INVESTIGATION
LA'I'OPUA VILLAGE 4
KEALAKEHE, NORTH KONA, HAWAII
TMK: 7-4-21: 10 AND 12

for

SATO & ASSOCIATES, INC.

HIRATA & ASSOCIATES, INC.
W.O. 04-4001
December 9, 2005

Hirata & Associates
Geotechnical Engineering
Hirata & Associates, Inc.
99-1433 Koaha Pl
Aiea, HI 96701
tel 808.486.0787
fax 808.486.0870

December 9, 2005
W.O. 04-4001

Mr. Jason Kage
Sato & Associates, Inc.
2046 South King Street
Honolulu, Hawaii 96826

Dear Mr. Kage:

Our report, "Soils Investigation, La'i'opua Village 4, Kealakehe, North Kona, Hawaii, TMK: 7-4-21: 10 and 12," dated December 9, 2005, our Work Order 04-4001 is enclosed. This investigation was conducted in general conformance with the scope of work presented in our proposal dated July 12, 2004.

Hard, gray basalt was encountered throughout the project site at shallow depths of about 6 to 12 inches below ground surface. The basalt was slightly weathered and varied from a slight to highly fractured condition down to the maximum depths drilled. Numerous clinker pockets were encountered within the basalt stratum, usually varying from about 6 inches to 5 feet in thickness. Overlying the basalt was a thin layer of clayey silt (volcanic ash), gravel, and cobbles. Basalt outcrops and boulders were also observed at ground surface throughout the site. Neither groundwater nor seepage water was encountered in the borings.

From a geotechnical viewpoint, it is our opinion that the project site can generally be developed as planned. Although not encountered in our borings, lave tubes, cavities, and voids are commonly encountered in basalt formation. As a result, proofrolling is recommended prior to fill placement in fill areas and prior to construction of improvements in cut areas. Yielding areas or cavities disclosed during the proofrolling operations should be exposed and properly backfilled with compacted fill or controlled low strength material (CLSM).

Geotechnical recommendations for development of the project site, including recommendations for site grading, design of building foundations, retaining walls, light pole foundations, pipe support, trench excavations and backfill, flexible roadway pavement, and playcourt pavement are presented in this report.

We appreciate this opportunity to be of service. Should you have any questions concerning this report, please feel free to call on us.

Very truly yours,

HIRATA & ASSOCIATES, INC.

Paul S. Morimoto

Paul S. Morimoto Vice President

PSM:CCT

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APPENDICES

APPENDIX A

APPENDIX B

SOILS INVESTIGATION
LA'I'OPUA VILLAGE 4
KEALAKEHE, NORTH KONA, HAWAII
TMK: 7-4-21: 10 AND 12

INTRODUCTION

This report presents the results of our soils investigation performed for the proposed La'i'opua Village 4 in Kealakehe, North Kona, Hawaii. Our scope of services for this study included the following:

- A visual reconnaissance of the site and its vicinity to observe existing conditions which may affect the project. The general location of the project site is shown on the enclosed Location Map, Plate A2.1.

- A review of available in-house soils information pertinent to the site and the proposed project.

- Drilling and sampling 18 exploratory borings to depths of about 20 feet. A description of our field investigation is summarized on Plates A1.1 and A1.2. The soils encountered are described on the Boring Logs, Plates A4.1 through A4.18. The approximate exploratory boring locations are shown on the enclosed Boring Location Plan, Plate A2.2.

- Performing percolation tests in 5 of the test borings. Test results are presented on Department of Health Site Evaluation/Percolation Test Forms, Plates A5.1 through A5.5.

- Laboratory testing of selected soil samples. Testing procedures are presented in Appendix B, Description of Laboratory Testing, Plates B1.1 through B1.3. Test results are presented on the Boring Logs (Plates A4.1 through A4.18), Modified Proctor Test report (Plate B2.1) and California Bearing Ratio Test reports (Plates B3.1 and B3.2).

- Engineering analyses of the field and laboratory data.

- Preparation of this report presenting geotechnical recommendations for the site grading, design of foundations, slabs-on-grade, resistance to lateral pressures, retaining walls, light pole foundations, pipe support, trench excavations and backfill, flexible pavement, and playcourt pavement, as well as percolation test results.

PROJECT CONSIDERATIONS

The proposed La'i'opua Village 4 project will consist of developing approximately 236 residential lots on about 55 acres of land.

The residences will be one to two stories in height. We assume that the structures will be using wood or light gauge steel frame construction, with concrete slabs-on-grade. Although not available at the time of this report, the final building loads are expected to be relatively light.

Grading for the project will include both cutting and filling. Based on preliminary grading plans, maximum cuts and fills will be on the order of 20 feet. In addition to slopes, retaining walls will be used to accommodate grade changes.

The project will also include new roads and driveways, as well as infrastructure servicing the proposed development. In addition, the project also include grading and grassing for a 5-acre neighborhood park located adjacent to Village 4.

SITE CONDITIONS

The project site encompasses approximately 60 acres of land located approximately 3/4 miles east of Queen Kaahumanu Highway in the Kealakehe area of North Kona. The site is bordered by La'i'opua Village 3 and Uhi Uhi Reserve on the north, Manawalea Street on the east, and Keanalehu Drive on the west and south. Beyond Keanalehu Drive, Kealakehe High School is located further west.

The site generally slopes downward in a northwesterly direction. Total relief over the property is on the order of 190 feet, with elevations ranging from about +590 at the northeast corner of the site to about +490 at the south corner and +400 in the northwestern portion. The site is presently vacant of structures and covered with a moderate growth of vegetation. Basalt outcrops were observed throughout the site.

At the time of our fieldwork, a boulder crushing operation occupied the northwestern portion of the site, in the area downhill of the proposed park. Numerous stockpiles of boulder and processed/crushed material were located throughout the area.

SOIL CONDITIONS

The project site was generally covered by about 6 to 12 inches of silt, gravel, and cobbles at ground surface. The clayey silt appeared to be material derived from volcanic ash. Volcanic ash is oftentimes characterized by poor workability and a collapsing type structure with the introduction of water.

Underlying the silt, gravel, and cobble layer was gray basalt extending down to the maximum depths drilled. The basalt was hard, only slightly weathered, and varied from a slight to highly fractured condition. Numerous clinker pockets were encountered within the basalt stratum. Clinker layers usually varied from about 6 inches to 5 feet in thickness.

Neither groundwater nor seepage was encountered in our borings down to the maximum depths drilled.

CONCLUSIONS AND RECOMMENDATIONS

Based on our exploratory fieldwork and laboratory testing, we believe that from a geotechnical viewpoint, the site can generally be developed as planned.

Hard basalt was encountered at ground surface or at shallow depths throughout the project site. We believe that pneumatic equipment will be required for excavations into the basalt. Due to the close proximity of the project site to the Kealakehe High School and the existing La'i'opua Village 3, the use of blasting to facilitate excavation may be precluded. In addition, our previous experience indicates that blasting may shatter the basalt to a highly fragmented condition, resulting in a potential loss of bearing strength for foundations in its vicinity.

The excavated basalt is expected to consist of predominantly boulder-size rock fragments. The material will be acceptable for reuse in compacted structural fills provided the excavated basalt is crushed to a well-graded consistency with rock fragments larger than 6 inches removed before compaction.

Although not encountered in our borings, lava tubes, cavities, and voids are commonly encountered in basalt formation. Our previous borings drilled at the adjacent Kealakehe High School encountered voids ranging from 3 to 30 inches within the basalt stratum. We therefore recommend that the site be proofrolled prior to fill placement in fill areas and prior to construction of improvements in cut areas. The proofrolling should be performed using large vibratory drum roller with minimum static weight of 20 tons. Yielding areas or cavities disclosed during the proofrolling operations should be exposed and properly backfilled with compacted fill or controlled low strength material (CLSM).

Conventional shallow foundations may be used to support the proposed structures. Footings may be founded on either new compacted fill or undisturbed hard basalt.

To reduce the potential for differential settlement, all foundations supporting a structure should be founded on the same material and designed for the same allowable bearing value. Based on the preliminary grading plans, many of the residential lots will be located in transition areas between cut and fill. Although the building locations were not available, foundation excavations at those lots are expected to expose both new compacted fill and hard basalt at the bottom of footing elevations. In order to provide more uniform support and minimize the potential for differential settlement, alternatives for those buildings include (1) extending all footing excavations through the compacted fill layer and founding all footings on basalt, and (2) overexcavating footing excavations in cut areas to a depth at least 12 inches below the bottom of footings, replacing the excavated basalt with the same structural fill used throughout the remainder of the building site, and founding all footings on compacted fill.

Site Grading

Site Preparation - The project site should be cleared of all vegetation, large tree roots, boulders, and other deleterious material. In gully areas and natural drainage ways, all deposits of loose and eroded material should be removed down to firm, undisturbed soils or basalt prior to placement of fill. Subdrains should be installed prior to placing fill in gullies and natural drainage ways.

Due to its unusual and poor workability, the clayey silt/volcanic ash, if encountered, should be stripped for use as top soil.

Existing boulder stockpiles located in the northwestern area of the site should be also removed. The boulders may be reused in the boulder fill or crushed/processed to well-graded granular fill material.

Cavities and voids are common in the basalt stratum and should be expected. If encountered during site preparation, the cavities and voids should be exposed and properly backfilled with compacted fill or controlled low strength material (CLSM).

Proofrolling - In order to detect and collapse potential near surface cavities in the basalt stratum, proofrolling should be performed prior to (1) placement of fill in fill areas and (2) construction of improvements in cut areas after the site has been graded to approximate finish subgrade. The proofrooling should be performed using a large vibratory drum roller with a minimum static weight of 20 tons or a heavy bulldozer for a minimum of eight passes. Yielding areas or cavities disclosed during the proofrolling operations should be exposed and properly backfilled with compacted fill or controlled low strength material (CLSM).

Onsite Fill Material - The onsite clinker and gravel will be acceptable for reuse in compacted fills and backfill, provided all rock fragments larger than 6 inches in maximum dimension are removed.

The excavated basalt and boulders may be reused in structural fills provided the material is crushed to a well-graded consistency, and all rock fragments larger than six inches in maximum dimension are removed.

Imported Fill Material - If needed, imported fill should be well-graded, non-expansive granular material. Specifications for imported structural fill should indicate a maximum particle size of 3 inches, and state that between 8 and 20 percent of soil by weight shall pass the #200 sieve. In addition, the plasticity index (P.I.) of that portion of the soil passing the #40 sieve shall not be greater than 10. Imported fill should also have a minimum CBR value of 20 and a CBR expansion potential no greater than 1.0 percent when tested in accordance with ASTM D 1883.

Boulder Fill - Boulder disposal may be permitted in deeper fill areas where no structures or improvements are planned. Boulders should not be placed within 5 feet of finish grade nor within 10 feet of slope faces, measured horizontally. Boulder fill should also not be placed in anticipated utility line alignments nor within the depths of the anticipated utility lines.

The size of the boulders should be limited to approximately 24 inches in diameter. Boulders larger than 24 inches in maximum dimension should not be used unless reduced in size. The boulders should be placed in relatively level areas and in a manner that reduces the potential for the formation of voids. Voids between boulders should be filled using sand and gravel material water jetted into place. Each boulder layer should be limited to 24 inches in thickness.

A 12-inch thick choke layer, consisting of 6-inch minus material, should be placed over each boulder layer. The choke layers should be compacted in lifts to the recommended minimum standard as indicated in the *Compaction* section below.

Compaction - We anticipate that most of the fill material for this project will be granular in nature. Granular fill should be placed in horizontal lifts restricted to eight inches in loose thickness and compacted to a minimum 95 percent compaction as determined by ASTM D 1557.

Compaction testing of the boulder layer is generally not practical. The boulder layer should be compacted to a dense, non-yielding condition with a Caterpillar D-9 bulldozer, or similar sized heavy construction equipment. The choke layer placed over the boulder layer should be compacted in horizontal lifts to a minimum 95 percent compaction as determined by ASTM D 1557.

Rippability - Excavations into the surface clayey silt can be accomplished using conventional earth moving equipment. However, excavations into the hard basalt stratum will generally require pneumatic equipment.

Slope Gradients - Fill slopes and cut slopes exposing surface soil should be stable at gradients of 2:1 (horizontal to vertical) or flatter. Fill slopes exceeding 25 feet in height should include benches at least 8 feet in width. The benches should be constructed at intervals not exceeding 25 feet in vertical height.

Fill placed in areas which slope steeper than 5:1 (horizontal to vertical), should be continually benched as the fill is brought up in lifts. Fill slopes should be constructed by overfilling and cutting back to the design slope gradient to obtain a well-compacted slope face.

Cut slopes exposing hard basalt should be stable at gradients of 1:1 (horizontal to vertical) or flatter.

Where applicable, all slopes should be planted as soon as practical upon completion of grading to reduce the effects of erosion and weathering.

Foundations

Conventional shallow foundations, such as spread footings or thickened slabs, founded on basalt or at least 12 inches of granular structural fill may be used to support the proposed structures. To provide more uniform support and to reduce the potential for differential movements, all footings supporting a structure should be founded on the same material.

Although the final building locations and finish grades were not available, we anticipate that many residences will be located in transition areas between cut and

fill, exposing both basalt and compacted fill. To provide more uniform support and to reduce the potential for differential movements, all footings supporting a structure should be founded on the same material. Alternatives for structures located in transition areas between cut and fill are (1) extending all footings through the compacted fill layer and founding all footings on basalt, and (2) overexcavating cut areas to a depth at least 12 inches below the bottom of footings, replacing the excavated basalt with the same fill material used throughout the remainder of the building, and founding all footings on compacted fill.

Footings founded directly on basalt may be designed for an allowable bearing value of 5,000 pounds per square foot, while footings founded on compacted granular fill may be designed for an allowable bearing value of 2,500 pounds per square foot. The allowable bearing values are for the total of dead and frequently applied live loads, and may be increased by one-third for short duration loading which includes the effect of wind and seismic forces.

Spread footings should be a minimum of 16 inches in width; thickened slab foundations should be at least 12 inches wide. Footings and thickened slabs should be embedded at least 12 and 18 inches below finish adjacent grade for one and two-story structures, respectively.

The bottom of all footing excavations should be cleaned of loose material and thoroughly tamped prior to placement of reinforcing steel and concrete. Footings located on, or near the top of slopes, should be embedded such that a minimum horizontal distance of 5 feet is maintained between the bottom edge of footing and slope face.

Building foundations adjacent to retaining walls should be embedded below an imaginary plane extending upward from the bottom of wall at a 45° angle from the

horizontal. The intent of this recommendation is to reduce the additional lateral stresses imposed on the wall by the foundations.

Seismic Design

Based on the 1997 Uniform Building Code, the site is located within Seismic Zone 4. Within this zone, a seismic zone factor (Z) equal to 0.4 is recommended (97 UBC Table 16-I) for calculation of shear and lateral load imparted on structures during an earthquake. Based on our borings advanced for this study and our knowledge of the deep soil conditions in the area, the subsurface soils can be characterized as a rock profile. Therefore, soil profile type S_A is recommended for this site. In addition, near source seismic factors Na of 1.0 and Nv of 1.0 are also recommended for use in seismic design.

Lateral Design

Resistance to lateral loading may be provided by friction acting at the base of foundations and by passive earth pressure acting on the buried portions of foundations.

Allowable coefficients of friction of 0.4 and 0.5 may be used with the dead load forces for compacted fill and basalt, respectively. Passive earth pressure may be computed as an equivalent fluid having densities of 300 and 500 pounds per cubic foot for compacted fill and basalt, respectively. Unless covered by pavement or concrete slabs, the upper 12 inches of soil or basalt should not be considered in computing lateral resistance.

Retaining Walls

Retaining wall foundations may be designed using the recommendations presented in the *Foundations, Seismic Design,* and *Lateral Design* sections of this report.

For active earth pressure considerations, the following equivalent fluid pressures may be used.

Soil Type	Level Backfill Condition	Sloping Backfill Condition	Restrained/ At-rest Condition
Onsite Silty gravel	40 pcf	50 pcf	55 pcf
Compacted Fill	40 pcf	50 pcf	55 pcf
Basalt	25 pcf	35 pcf	40 pcf

To prevent buildup of hydrostatic pressures, weepholes or subdrains should be included in the design of retaining structures.

Foundation Settlement

Although structural loads were not available at the time of this report, excessive settlement is not anticipated as the final building loads are expected to be relatively light. The final structural loads should be forwarded to our office, when available, for review.

Slabs-on-Grade

To provide uniform support, all building slabs-on-grade should be underlain by a 4-inch cushion of clean gravel, such as #3 Fine (ASTM C33, Size No. 67). Building slabs should also be protected by a vapor barrier.

Slabs-on-grade which will receive floor covering, especially "hard" floor covering such as slate or marble, should include control joints saw-cut into the concrete slab. The purpose of this is to help reduce the potential for reflective cracking of the floor covering due to shrinkage cracks in the concrete slab. Proper curing of the concrete slab will help reduce shrinkage cracking.

Slabs-on-grade subjected to vehicle loadings should be underlain by 6 inches of base course. The base course layer is in lieu of the gravel cushion and should be compacted to a minimum 95 percent compaction as determined by ASTM D 1557.

Concrete walkways and sidewalks should be underlain by a minimum 6 inches of granular base material such as select borrow or base course. The granular base should be compacted to a minimum 95 percent compaction as determined by ASTM D 1557.

Light Pole Foundations

Either spread footings or drilled pier foundations may be used to support the proposed light poles. The spread footings and drilled pier foundations may be designed using recommendations presented in the *Foundations, Seismic Design,* and *Lateral Design* sections of this report.

In addition, frictional resistance between the concrete shaft of drilled pier foundations and the surrounding soils or basalt may be considered in design of drilled pier foundations, provided the concrete is poured neat against the drilled hole. An adhesion value of 1000 pounds per square foot may be used in determining the additional load capacity due to friction. However, the upper 2 feet of embedded drilled pier foundation should not be considered in determining the load bearing capacity due to friction.

Utility Pipe Support

Conventional crushed rock cradles may be used to support the utility lines. The thickness of crushed rock cradle and pipe cushion material should conform to specifications presented in the "Standard Specifications for Public Works Construction" and the "Water System Standards for the State of Hawaii". Pipe

bedding material should also be placed along the sides of the pipe and up to a minimum 12 inches above the pipe.

Trench Excavation and Backfill

Based on our exploratory borings, we believe that trench excavations into the hard basalt will require pneumatic equipment. Excavation sidewalls exposing hard basalt should stand at a near vertical gradient for temporary conditions. Excavation sidewalls exposing compacted granular fill are expected to stand for temporary conditions at slopes of 1:1 (horizontal to vertical) or flatter. It should be the Contractor's responsibility to conform to all OSHA safety standards for excavations.

The excavated basalt may be used as backfill above the pipe bedding material (12 inches above the pipe), provided the material is crushed to a relatively well-graded consistency, and all rock fragments larger than six inches in maximum dimension are removed. This backfill section should be compacted in lifts to a minimum 90 percent compaction as determined by ASTM D 1557. If necessary, trench backfill may also consist of imported granular structural fill.

Unless covered by concrete slabs or AC pavement, the upper 12 inches of trench backfill should consist of low impermeability material, such as non-expansive clayey silt or silty clay, compacted to a minimum 90 percent compaction as determined by ASTM D 1557. The intent of this recommendation is to reduce the potential for surface water infiltration into the trench backfill material.

In building, roadway, and concrete walkway areas, the upper 24 inches of trench backfill below the slabs and pavement section should be compacted to a minimum 95 percent compaction as determined by ASTM D 1557.

Pavement Design

Flexible pavement for roadway and driveway areas may be designed based on the following section. The recommended section assumes that the pavement will only be subjected to light to medium traffic with only occasional heavy vehicle loadings.

2.0"	Asphaltic Concrete
6.0"	Aggregate Base Course (minimum CBR of 85)
8.0"	Total Thickness

The above recommended pavement section assumed that either silty gravel or basalt will be exposed at subgrade elevation. In the event clayey silt/volcanic ash is exposed at the pavement subgrade elevation, the clayey silt/volcanic ash should be completely removed and replaced with compacted granular fill.

Playcourt Pavement Design

In addition to the manufacturer's specifications for the court surface, all playcourts should also be underlain by at least 6 inches of base course.

For asphaltic concrete playcourts, the following pavement section may be used.

2.0"	Asphaltic Concrete
6.0"	Aggregate Base Course (minimum CBR of 85)
8.0"	Total Thickness

The surface clayey silt/volcanic ash should be completely removed from playcourt areas and replaced with compacted granular structural fill. The base course should be compacted to a minimum 95 percent compaction as determined by ASTM D 1557.

If the playcourt is located within a cut and fill area exposing both basalt and new compacted fill, an additional 6-inch layer of select borrow below the base course layer is recommended.

ADDITIONAL SERVICES

We recommend that we perform a general review of the final design plans and specifications. This will allow us to verify that the foundation design and earthwork recommendations have been properly interpreted and implemented in the design plans and construction specifications.

For continuity, we recommend that we be retained during construction to (1) observe mass grading operations and fill placement, including boulder fills, and perform compaction testing, (2) observe footing excavations prior to placement of granular structural fill, reinforcing steel and concrete, (3) review and/or perform laboratory testing on import borrow to determine its acceptability for use in compacted fills, and (4) provide geotechnical consultation as required. Our services during construction will allow us to verify that our recommendations are properly interpreted and included in construction, and if necessary, to make modifications to those recommendations, thereby reducing construction delays in the event subsurface conditions differ from those anticipated.

LIMITATIONS

The boring logs indicate the approximate subsurface soil conditions encountered only at those times and locations where our borings were made, and may not represent conditions at other times and locations.

This report was prepared specifically for Sato & Associates, Inc. and their sub-consultants for design of the proposed La'i'opua Village 4 in Kealakehe, North Kona, Hawaii. The boring logs, laboratory test results, and recommendations presented in this report are for design purposes only, and are not intended for use in developing cost estimates by the contractor.

During construction, should subsurface conditions differ from those encountered in our borings, we should be advised immediately in order to re-evaluate our recommendations, and to revise or verify them in writing before proceeding with construction.

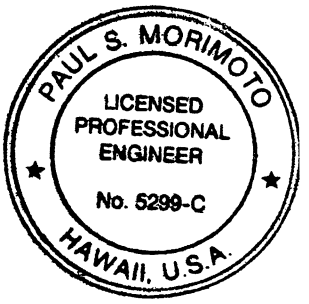
Our recommendations and conclusions are based upon the site materials observed, the preliminary design information made available, the data obtained from our site exploration, our engineering analyses, and our experience and engineering judgement. The conclusions and recommendations are professional opinions which we have strived to develop in a manner consistent with that level of care, skill, and competence ordinarily exercised by members of the profession in good standing, currently practicing under similar conditions. We will be responsible for those recommendations and conclusions, but will not be responsible for the interpretation by others of the information developed. No warranty is made regarding the services performed under this agreement, either express or implied.

Respectfully submitted,

HIRATA & ASSOCIATES, INC.

Con C. Truong, P.E.

Paul S. Morimoto, Project Manager



This work was prepared by
me or under my supervision
Expiration Date of License:
April 30, 2006

APPENDIX A

FIELD INVESTIGATION

DESCRIPTION OF FIELD INVESTIGATION

GENERAL

The site was explored between November 2 and 22, 2004, by performing a visual site reconnaissance and drilling 18 exploratory test borings to depths of about 20 feet with a CME-55 truck mounted drill rig. In addition, percolation tests were performed in five of the test borings.

A bulldozer was used to provide access to boring sites for our drill rig and support trucks. While clearing access paths and work areas, some of the surface soils were removed at the boring locations.

During drilling operations, the soils were continuously logged by our field engineer and classified by visual examination in accordance with the Unified Soil Classification System. The boring logs indicate the depths at which the soils or their characteristics change, although the change could actually be gradual. If the change occurred between sample locations, the depth was interpreted based on field observations. Classifications and sampling intervals are shown on the boring logs. A Boring Log Legend is presented on Plate A3.1; the Unified Soil Classification and Rock Weathering Classification Systems are shown on Plates A3.2 and A3.3, respectively. The soils encountered are logged on Plates A4.1 through A4.18.

Boring locations were located in the field by measuring/taping offsets from existing site features shown on the site plans. The boring locations shown on Plate A2.2 are therefore approximate, in accordance with the field methods used. Ground surface elevations at boring locations were estimated using a topographic survey map prepared by Controlpoint Surveying, Inc., dated April 6, 2005.

SOIL SAMPLING

Representative soil samples and core samples of basalt were recovered from the borings for selected laboratory testing and analyses. Representative samples were

recovered by driving a 3-inch O.D. split tube sampler a total of 18 inches with a 140-pound hammer dropped from a height of 30 inches. The number of blows required to drive the sampler the final 12 inches are recorded at the appropriate depths on the boring logs, unless noted otherwise. Due to the shallow depths to basalt encountered throughout the site, only a few representative soil samples were recovered from one of the borings.

Core samples were obtained by drilling with an NX core barrel having an inside diameter of 2.1 inches. The depths and recovery percentages for each core run are shown on the enclosed Boring Logs. The rock quality designation (RQD) for each core run is also shown on the Boring Logs. This is a modified core recovery percentage which takes into account the number of fractures observed in the core samples. Only pieces of core 4 inches in length or longer, as measured along the centerline, were included in the determination of this modified core recovery percentage. Fractures caused by drilling or handling were ignored.

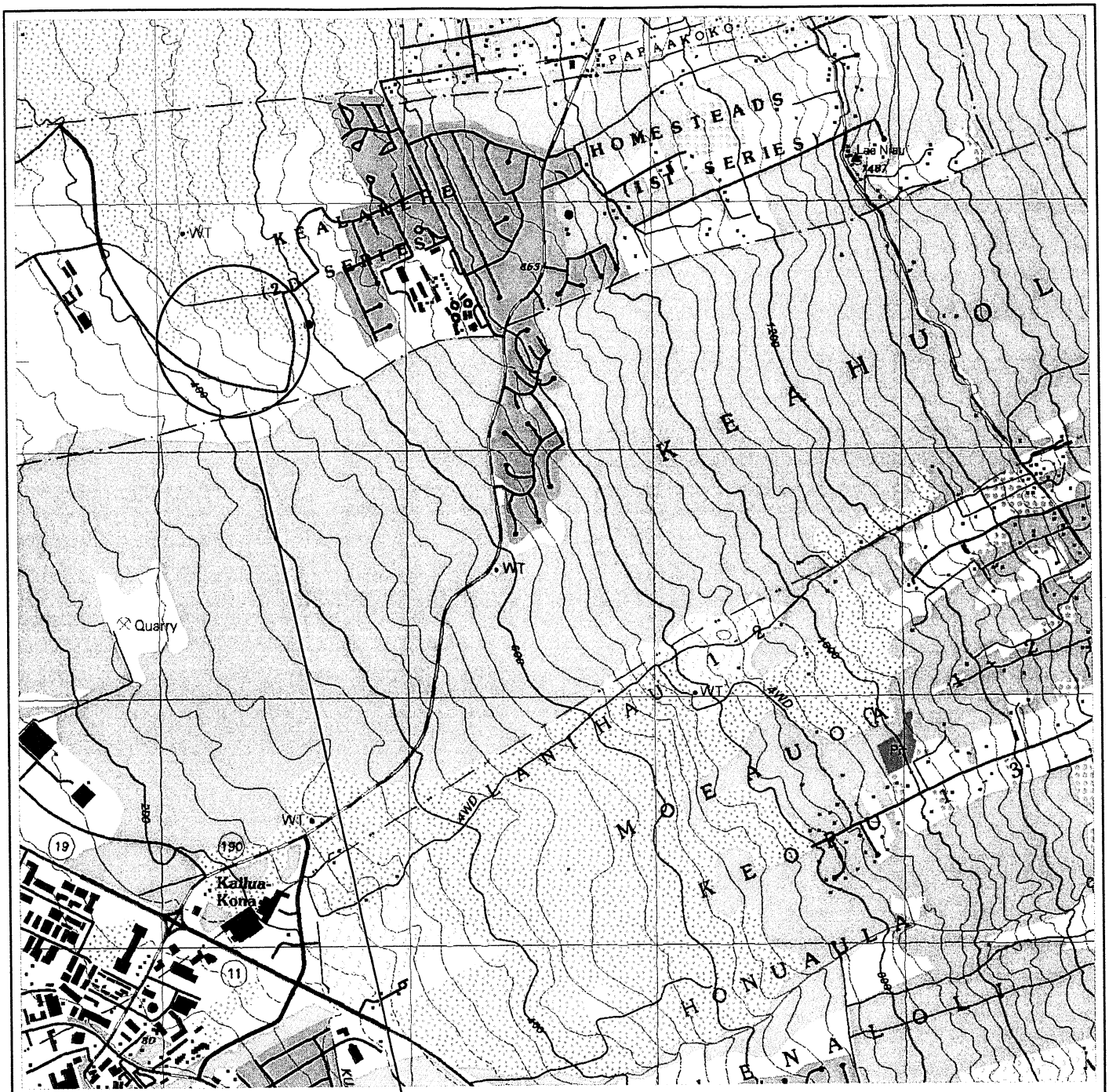
The following is a general correlation between RQD percentages and rock quality.

RQD (%)	Description of Rock Quality
0 - 25	Very Poor
25 - 50	Poor
50 - 75	Fair
75 - 90	Good
90 - 100	Excellent

Reference: Tunnel Engineering Handbook, Second Edition, edited by J.O. Bickel, T.R. Kuesel, and E.H. King, 1996.

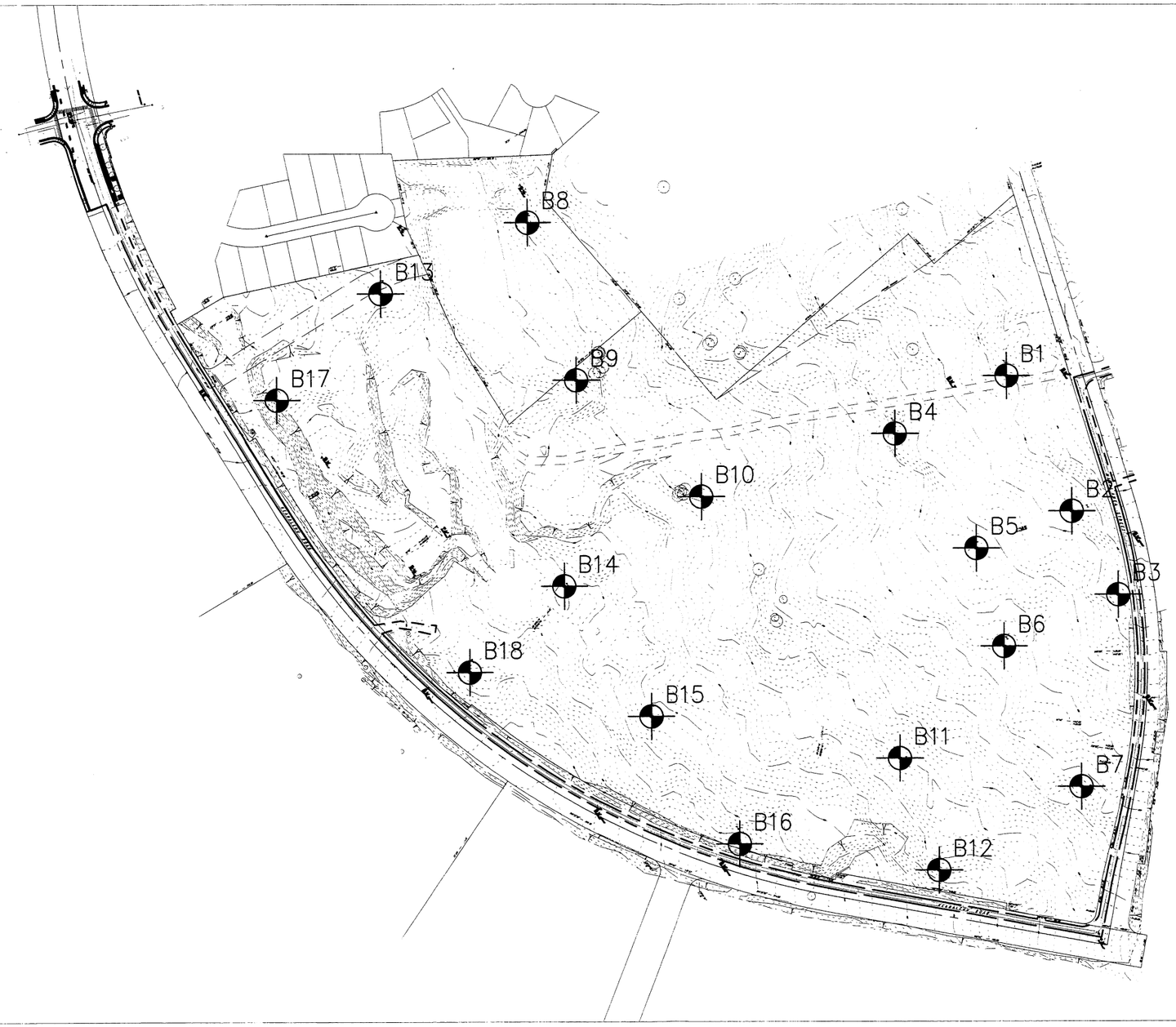
PERCOLATION TESTING

Percolation tests were performed in five of the test borings. Test results are presented on Plates A5.1 through A5.5, Site Evaluation/Percolation Test Forms.



Reference: Topographic quadrangle map prepared by the United States Department of the Interior Geologic Survey Kailua Quadrangle, Hawaii County, Hawaii. 1996.

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Ernest K. Hirata & Associates, Inc.	LOCATION MAP Plate A2.1



LEGEND:

Approximate location of borings and percolation test holes

Reference: Topographic Survey Map prepared by Controlpoint Surveying, Inc., dated 4/6/05.

GRAPHIC SCALE:

0 300 600FT.

1" = 300'

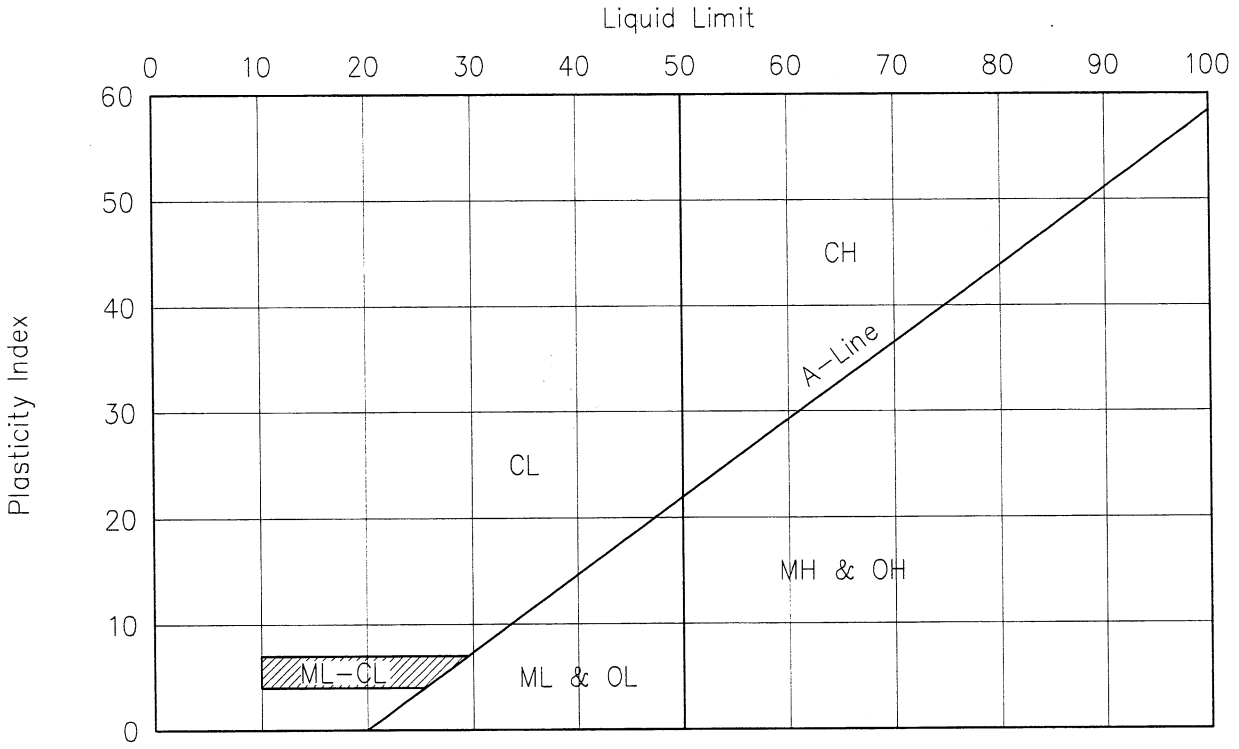
W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	BORING LOCATION PLAN Plate A2.2

MAJOR DIVISIONS			GROUP SYMBOLS		TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of the material is LARGER than No. 200 sieve size.)	GRAVELS (More than 50% of coarse fraction is LARGER than the No. 4 sieve size.)	CLEAN GRAVELS (Little or no fines.)		GW	Well graded gravels, gravel–sand mixtures, little or no fines.
				GP	Poorly graded gravels or gravel–sand mixtures, little or no fines.
		GRAVELS WITH FINES (Appreciable amt. of fines.)		GM	Silty gravels, gravel–sand–silt mixtures.
				GC	Clayey gravels, gravel–sand–clay mixtures.
	SANDS (More than 50% of coarse fraction is SMALLER than the No. 4 sieve size.)	CLEAN SANDS (Little or no fines.)		SW	Well graded sands, gravelly sands, little or no fines.
				SP	Poorly graded sands or gravelly sands, little or no fines.
		SANDS WITH FINES (Appreciable amt. of fines.)		SM	Silty sands, sand–silt mixtures.
				SC	Clayey sands, sand–clay mixtures.
FINE GRAINED SOILS (More than 50% of the material is SMALLER than No. 200 sieve size.)	SILTS AND CLAYS (Liquid limit LESS than 50.)			ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
				CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
				OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS (Liquid limit GREATER than 50.)			MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
				CH	Inorganic clays of high plasticity, fat clays.
				OH	Organic clays of medium to high plasticity, organic silts.
HIGHLY ORGANIC SOILS				PT	Peat and other highly organic soils.
					FRESH TO MODERATELY WEATHERED BASALT
					VOLCANIC TUFF / HIGHLY TO COMPLETELY WEATHERED BASALT
					CORAL

SAMPLE DEFINITION		
2" O.D. Standard Split Spoon Sampler	Shelby Tube	RQD Rock Quality Designation
3" O.D. Split Tube Sampler	NX / 4" Coring	Water Level

W.O. 04–4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	BORING LOG LEGEND Plate A3.1

PLASTICITY CHART



GRADATION CHART

COMPONENT DEFINITIONS BY GRADATION	
COMPONENT	SIZE RANGE
Boulders	Above 12 in.
Cobbles	3 in. to 12 in.
Gravel Coarse gravel Fine gravel	3 in. to No. 4 (4.76 mm) 3 in. to 3/4 in. 3/4 in. to No. 4 (4.76 mm)
Sand Coarse sand Medium sand Fine sand	No. 4 (4.76 mm) to No. 200 (0.074 mm) No. 4 (4.76 mm) to No. 10 (2.0 mm) No. 10 (2.0 mm) to No. 40 (0.42 mm) No. 40 (0.42 mm) to No. 200 (0.074 mm)
Silt and clay	Smaller than No. 200 (0.074 mm)

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	UNIFIED SOIL CLASSIFICATION SYSTEM Plate A3.2

Grade	Symbol	Description
Fresh	F	No visible signs of decomposition or discoloration. Rings under hammer impact.
Slightly Weathered	WS	Slight discoloration inwards from open fractures, otherwise similar to F.
Moderately Weathered	WM	Discoloration throughout. Weaker minerals such as feldspar decomposed. Strength somewhat less than fresh rock but cores cannot be broken by hand or scraped by knife. Texture preserved.
Highly Weathered	WH	Most minerals somewhat decomposed. Specimens can be broken by hand with effort or shaved with knife. Core stones present in rock mass. Texture becoming indistinct but fabric preserved.
Completely Weathered	WC	Minerals decomposed to soil but fabric and structure preserved (Saprolite). Specimens easily crumbled or penetrated.
Residual Soil	RS	Advanced state of decomposition resulting in plastic soils. Rock fabric and structure completely destroyed. Large volume change.

Reference: Soils Mechanics, NAVFAC DM-7.1, Department of the Navy, Naval Facilities Engineering Command, September, 1986.

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	ROCK WEATHERING CLASSIFICATION SYSTEM Plate A3.3

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B1 DRIVING WT. 140 lb. START DATE 11/8/04

SURFACE ELEV. 560±* DROP 30 in. END DATE 11/8/04

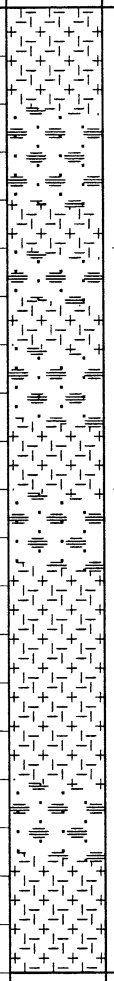
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt and gravel. Begin NX coring at 0 feet. 57% Recovery from 0 to 5 feet. RQD = 38% Clinker from 2 to 4 feet.
5						87% Recovery from 5 to 10 feet. RQD = 47% Clinker from 5 to 6 feet. Clinker from 7 to 8.5 feet.
10						70% Recovery from 10 to 15 feet. RQD = 30% Clinker from 10 to 10.5 feet. Clinker from 11 to 11.5 feet.
15						95% Recovery from 15 to 20 feet. RQD = 68% Clinker from 16 to 17.5 feet.
20						End boring at 20 feet. Neither groundwater nor seepage water encountered. * Elevations based on Topographic Survey Map prepared by ControlPoint Surveying, Inc., dated 4/6/05.
25						
30						

Plate A4.1

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B2 DRIVING WT. 140 lb. START DATE 11/9/04
SURFACE ELEV. 553.3± DROP 30 in. END DATE 11/10/04

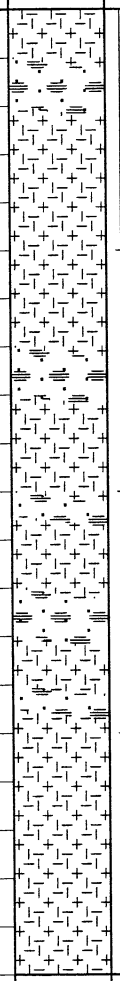
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 90% Recovery from 0 to 5 feet. RQD = 80% Clinker from 1 to 2 feet. 98% Recovery from 5 to 10 feet. RQD = 85% Clinker from 7 to 8 feet. 60% Recovery from 10 to 15 feet. RQD = 52% Clinker from 10 to 10.5 feet. Clinker from 12 to 13 feet. Clinker from 14 to 14.5 feet. 35% Recovery from 15 to 20 feet. RQD = 0% Highly fractured, hard.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.2

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B3 DRIVING WT. 140 lb. START DATE 11/9/04
SURFACE ELEV. 553.5± DROP 30 in. END DATE 11/9/04

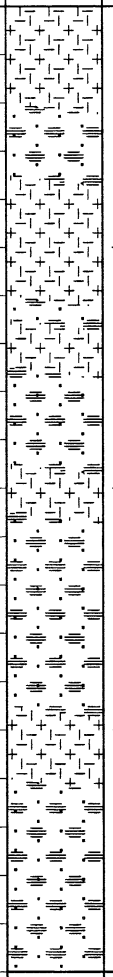
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 80% Recovery from 0 to 5 feet. RQD = 35% Clinker from 2 to 3.5 feet.
5						85% Recovery from 5 to 10 feet. RQD = 45% Clinker from 6 to 6.5 feet. Clinker from 7.5 to 9.5 feet.
10						40% Recovery from 10 to 15 feet. RQD = 12% Clinker from 10.5 to 14.5 feet, dense.
15						40% Recovery from 15 to 20 feet. RQD = 20% Clinker from 16 to 20 feet, dense.
20						End boring at 20 feet.
25						Neither groundwater nor seepage water encountered.
30						

Plate A4.3

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B4 DRIVING WT. 140 lb. START DATE 11/9/04

SURFACE ELEV. 533± DROP 30 in. END DATE 11/9/04

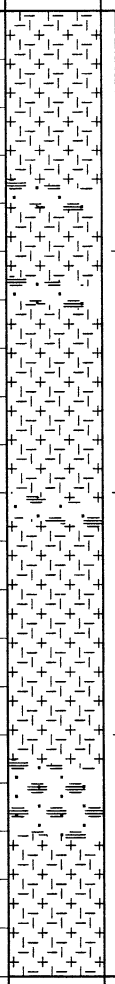
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 98% Recovery from 0 to 5 feet. RQD = 92% Clinker from 3.5 to 4 feet. 98% Recovery from 5 to 10 feet. RQD = 86% Clinker from 5.5 to 6 feet. 96% Recovery from 10 to 15 feet. RQD = 90% Clinker from 10 to 10.5 feet. 79% Recovery from 15 to 20 feet. RQD = 53% Clinker from 15.5 to 17 feet.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.4

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B5 DRIVING WT. 140 lb. START DATE 11/10/04
SURFACE ELEV. 537.2± DROP 30 in. END DATE 11/10/04

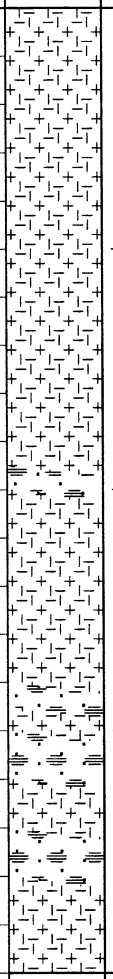
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 98% Recovery from 0 to 5 feet. RQD = 92% 95% Recovery from 5 to 10 feet. RQD = 80% Clinker from 9.5 to 10 feet. 100% Recovery from 10 to 15 feet. RQD = 92% Clinker from 14 to 14.5 feet. 80% Recovery from 15 to 20 feet. RQD = 5% Clinker from 15 to 16 feet. Clinker from 17 to 18 feet.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.5

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B6 DRIVING WT. 140 lb. START DATE 11/11/04
SURFACE ELEV. 524.1± DROP 30 in. END DATE 11/11/04

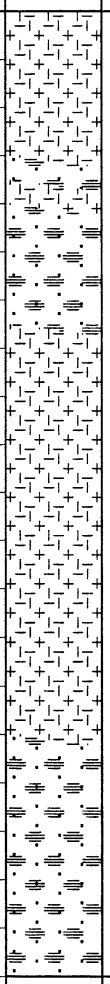
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 90% Recovery from 0 to 5 feet. RQD = 32% Clinker from 3 to 3.5 feet. Clinker from 4 to 6.5 feet. 85% Recovery from 5 to 10 feet. RQD = 60% 98% Recovery from 10 to 15 feet. RQD = 90% 30% Recovery from 15 to 20 feet. RQD = 0% Clinker from 15 to 20 feet.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.6

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B7 DRIVING WT. 140 lb. START DATE 11/3/04

SURFACE ELEV. 516.9± DROP 30 in. END DATE 11/3/04

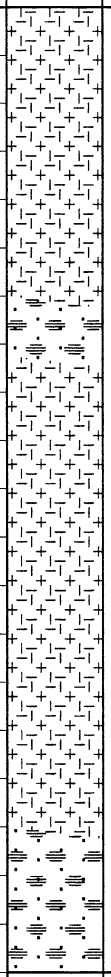
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 95% Recovery from 0 to 5 feet. RQD = 85% 67% Recovery from 5 to 10 feet. RQD = 27% Clinker from 6 to 7.5 feet. 70% Recovery from 10 to 15 feet. RQD = 65% 30% Recovery from 15 to 20 feet. RQD = 0% Clinker from 17 to 20 feet.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.7

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B8 DRIVING WT. 140 lb. START DATE 11/3/04

SURFACE ELEV. 482.7± DROP 30 in. END DATE 11/3/04

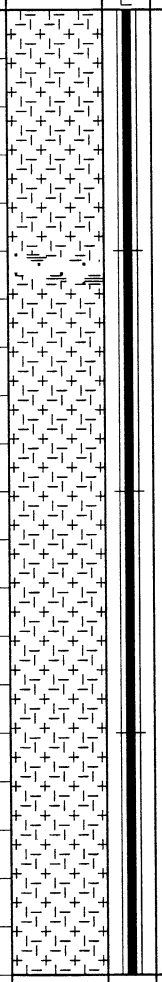
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 92% Recovery from 0 to 5 feet. RQD = 72% 72% Recovery from 5 to 10 feet. RQD = 47% Clinker from 5 to 5.5 feet. 93% Recovery from 10 to 15 feet. RQD = 63% 93% Recovery from 15 to 20 feet. RQD = 85%
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.8

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B9 DRIVING WT. 140 lb. START DATE 11/3/04

SURFACE ELEV. 471.6± DROP 30 in. END DATE 11/3/04

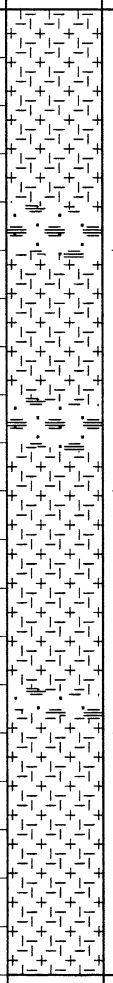
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 80% Recovery from 0 to 5 feet. RQD = 67% Clinker from 4 to 5 feet. 87% Recovery from 5 to 10 feet. RQD = 67% Clinker from 8 to 9 feet. 100% Recovery from 10 to 15 feet. RQD = 73% Highly fractured from 12 to 13 feet. Clinker from 14 to 14.5 feet. 87% Recovery from 15 to 20 feet. RQD = 80%
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.9

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B10 DRIVING WT. 140 lb. START DATE 11/9/04

SURFACE ELEV. 482± DROP 30 in. END DATE 11/9/04

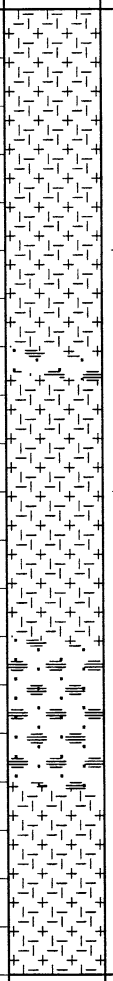
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 98% Recovery from 0 to 5 feet. RQD = 92% 98% Recovery from 5 to 10 feet. RQD = 85% Clinker from 7 to 7.5 feet. 70% Recovery from 10 to 15 feet. RQD = 41% Fractured from 10 to 11 feet. Clinker from 13 to 16 feet. 88% Recovery from 15 to 20 feet. RQD = 77%
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.10

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B11 DRIVING WT. 140 lb. START DATE 11/22/04
SURFACE ELEV. 488.9± DROP 30 in. END DATE 11/22/04

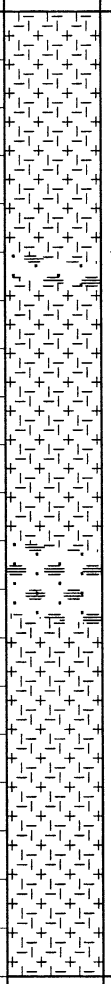
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 82% Recovery from 0 to 5 feet. RQD = 74% 81% Recovery from 5 to 10 feet. RQD = 70% Clinker from 5 to 5.5 feet. Clinker from 9.5 to 10 feet. 50% Recovery from 10 to 15 feet. RQD = 33% Clinker 11 to 12.5 feet. 51% Recovery from 15 to 20 feet. RQD = 33%
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.11

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B12 DRIVING WT. 140 lb. START DATE 11/4/04

SURFACE ELEV. 474.5± DROP 30 in. END DATE 11/4/04

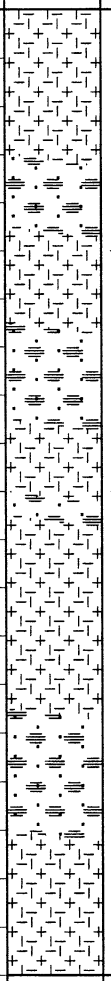
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 80% Recovery from 0 to 5 feet. RQD = 47% Clinker from 3 to 4.5 feet. 67% Recovery from 5 to 10 feet. RQD = 47% Clinker from 6.5 to 8.5 feet. 87% Recovery from 10 to 15 feet. RQD = 77% Clinker from 10 to 10.5 feet. Clinker from 14.5 to 17 feet. 67% Recovery from 15 to 20 feet. RQD = 45%
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.12

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B13 DRIVING WT. 140 lb. START DATE 11/2/04

SURFACE ELEV. 438.3± DROP 30 in. END DATE 11/2/04

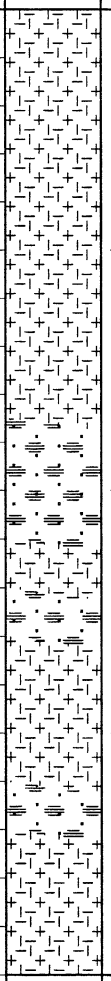
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt and gravel. Begin NX coring at 0 feet. 100% Recovery from 0 to 5 feet. RQD = 93%
5						67% Recovery from 5 to 10 feet. RQD = 35%
						Clinker from 8.5 to 11 feet.
10						97% Recovery from 10 to 15 feet. RQD = 35%
						Clinker from 12 to 13 feet.
15						97% Recovery from 15 to 20 feet. RQD = 72% Clinker from 16 to 17 feet.
20						End boring at 20 feet.
						Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.13

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B14 DRIVING WT. 140 lb. START DATE 11/5/04
SURFACE ELEV. 450.8± DROP 30 in. END DATE 11/5/04

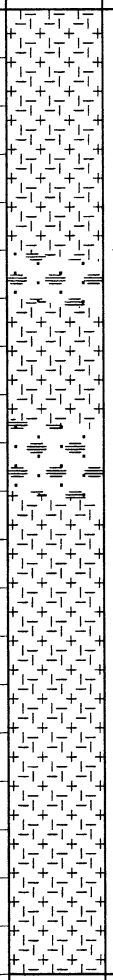
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt and gravel. Begin NX coring at 0 feet. 100% Recovery from 0 to 5 feet. RQD = 87%
5						70% Recovery from 5 to 10 feet. RQD = 30% Clinker from 5 to 6 feet.
						Clinker from 8.5 to 10 feet.
10						90% Recovery from 10 to 15 feet. RQD = 55% Highly fractured from 10 to 12.5 feet.
15						97% Recovery from 15 to 20 feet. RQD = 85%
20						End boring at 20 feet.
						Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.14

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B15 DRIVING WT. 140 lb. START DATE 11/8/04

SURFACE ELEV. 456.5± DROP 30 in. END DATE 11/8/04

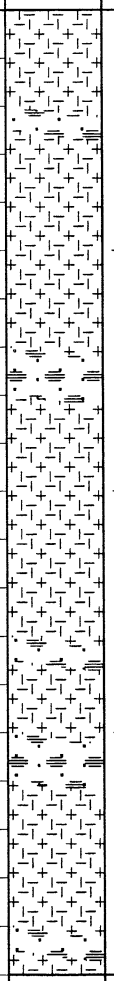
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt, gravel, and cobbles. Begin NX coring at 0 feet. 98% Recovery from 0 to 5 feet. RQD = 93% Clinker from 2 to 2.5 feet. 88% Recovery from 5 to 10 feet. RQD = 65% Clinker from 7 to 8 feet. 80% Recovery from 10 to 15 feet. RQD = 72% Clinker from 13 to 13.5 feet. 80% Recovery from 15 to 20 feet. RQD = 50% Clinker from 15 to 16 feet. Clinker from 19 to 19.5 feet.
5						
10						
15						
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.15

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B16 DRIVING WT. 140 lb. START DATE 11/10/04
SURFACE ELEV. 439.2± DROP 30 in. END DATE 11/10/04

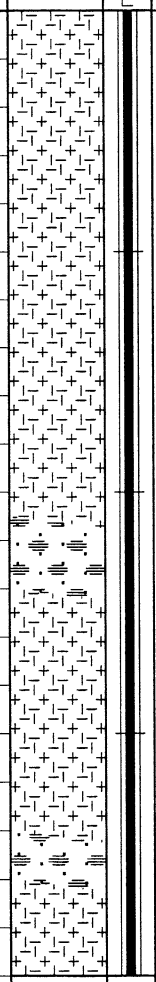
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt and gravel. Begin NX coring at 0 feet. 100% Recovery from 0 to 5 feet. RQD = 95%
5						97% Recovery from 5 to 10 feet. RQD = 48% Highly fractured from 5.5 to 7.5 feet.
10						85% Recovery from 10 to 15 feet. RQD = 70% Clinker from 10.5 to 12 feet.
15						80% Recovery from 15 to 20 feet. RQD = 70% Clinker from 17 to 18 feet.
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.16

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B17 DRIVING WT. 140 lb. START DATE 11/2/04
SURFACE ELEV. 429.6± DROP 30 in. END DATE 11/2/04

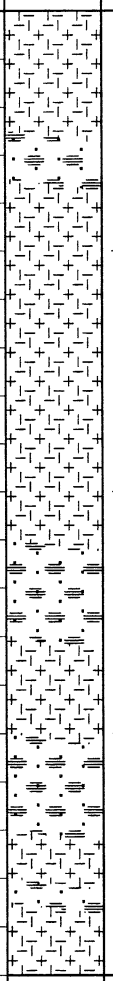
DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Covered by a thin layer of silt and gravel. Begin NX coring at 0 feet. 97% Recovery from 0 to 5 feet. RQD = 30% Clinker from 2.5 to 3.5 feet.
5						100% Recovery from 5 to 10 feet. RQD = 97%
10						90% Recovery from 10 to 15 feet. RQD = 63% Clinker from 11 to 13 feet.
15						97% Recovery from 15 to 20 feet. RQD = 27% Clinker from 15 to 17 feet. Clinker from 18 to 18.5 feet.
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.17

HIRATA & ASSOCIATES, INC.

BORING LOG

W.O. 04-4001

BORING NO. B18 DRIVING WT. 140 lb. START DATE 11/2/04
SURFACE ELEV. 431.3± DROP 30 in. END DATE 11/2/04

DEPTH	GRAPH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (PCF)	MOIST. CONT. (%)	DESCRIPTION
0			46	86	12	GRAVEL (GW) – Dark gray, slightly moist, dense, with sand and cobbles.
			43	82	6	
5						BASALT (WS) – Gray, hard, vesicular, slightly weathered. Begin NX coring at 5 feet. 100% Recovery from 5 to 10 feet. RQD = 68%
10						97% Recovery from 10 to 15 feet. RQD = 82%
15						93% Recovery from 15 to 20 feet. RQD = 63% Highly fractured from 16 to 17 feet.
20						End boring at 20 feet. Neither groundwater nor seepage water encountered.
25						
30						

Plate A4.18

SITE EVALUATION / PERCOLATION TEST

Date/Time: November 12, 2004/ 11:00 a.m.
Test performed by: Hirata & Associates, Inc.
Owner: Department of Hawaiian Home Lands
Tax Map Key: (3) 7-4-21: 10 and 12
Test Number: Boring B2

Elevation: 553.3± ft.
Depth to Groundwater Table: >20 ft. below grade
Depth to Bedrock (if observed): 0. ft. below grade
Diameter of Hole: 3 in.
Depth to Hole Bottom: 20 ft. below grade

Depth, below grade (feet)	**Soil Profile** (Color, texture, other)
0-20	BASALT - Gray, hard, vesicular, slightly weathered, fractured, with clinker pockets.

PERCOLATION READINGS

Time 12 inches of water to seep away: <1 minutes
Time 12 inches of water to seep away: <1 minutes

___ For percolation tests in sandy soils, record time intervals and water drops every 10 minutes for at least 1 hour.

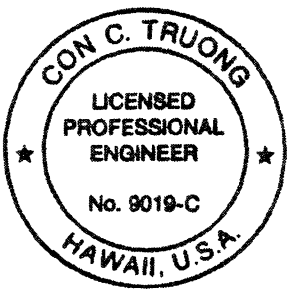
___ For percolation tests in non-sandy soils, presoak the test hole for at least 4 hours. Record time intervals and water drops at least every 10 minutes for 1 hour; or if the time for the first 6 inches to seep away is greater than 30 minutes, record time intervals and water drops at least every 30 minutes for 4 hours or until 2 successive drops do not vary by more than 1/16 inch.

Time interval	Drop in inches	Time interval	Drop in inches
	* See note below		

* Unable to fill hole with water. Maximum flow rate of water introduced was about 12.5 gallons per minute.

Percolation Rate (time/final water level drop): NA min/in

As the engineer responsible for gathering and providing site information and percolation test results, I attest to the fact that above site information is accurate and that the site evaluation was conducted in accordance with the provisions of Chapter 11-62, "Wastewater Systems" and the results were acceptable.



Engineer's Signature/Stamp

Plate A5.1

SITE EVALUATION / PERCOLATION TEST

Date/Time: November 12, 2004/ 11:20 a.m.
Test performed by: Hirata & Associates, Inc.
Owner: Department of Hawaiian Home Lands
Tax Map Key: (3) 7-4-21: 10 and 12
Test Number: Boring B9

Elevation: 471.6± ft.
Depth to Groundwater Table: >20 ft. below grade
Depth to Bedrock (if observed): 0. ft. below grade
Diameter of Hole: 3 in.
Depth to Hole Bottom: 20 ft. below grade

Depth, below grade (feet)	**Soil Profile** (Color, texture, other)
0-20	BASALT - Gray, hard, vesicular, slightly weathered, fractured, with clinker pockets.

PERCOLATION READINGS

Time 12 inches of water to seep away: <1 minutes
Time 12 inches of water to seep away: <1 minutes

____ For percolation tests in sandy soils, record time intervals and water drops every 10 minutes for at least 1 hour.

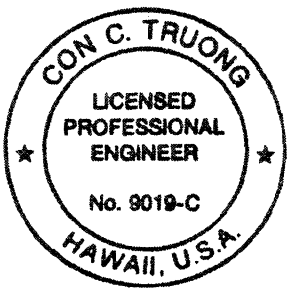
____ For percolation tests in non-sandy soils, presoak the test hole for at least 4 hours. Record time intervals and water drops at least every 10 minutes for 1 hour; or if the time for the first 6 inches to seep away is greater than 30 minutes, record time intervals and water drops at least every 30 minutes for 4 hours or until 2 successive drops do not vary by more than 1/16 inch.

Time interval	Drop in inches	Time interval	Drop in inches
	* See note below		

* Unable to fill hole with water. Maximum flow rate of water introduced was about 13 gallons per minute.

Percolation Rate (time/final water level drop): NA min/in

As the engineer responsible for gathering and providing site information and percolation test results, I attest to the fact that above site information is accurate and that the site evaluation was conducted in accordance with the provisions of Chapter 11-62, "Wastewater Systems" and the results were acceptable.



Engineer's Signature/Stamp

Plate A5.2

SITE EVALUATION / PERCOLATION TEST

Date/Time: November 11, 2004/ 12:30 p.m.
Test performed by: Hirata & Associates, Inc.
Owner: Department of Hawaiian Home Lands
Tax Map Key: (3) 7-4-21: 10 and 12
Test Number: Boring B12

Elevation: 474.5± ft.
Depth to Groundwater Table: >20 ft. below grade
Depth to Bedrock (if observed): 0. ft. below grade
Diameter of Hole: 3 in.
Depth to Hole Bottom: 20 ft. below grade

Depth, below grade (feet)	**Soil Profile** (Color, texture, other)
0-20	BASALT - Gray, hard, vesicular, slightly weathered, fractured, with clinker pockets.

PERCOLATION READINGS

Time 12 inches of water to seep away: <1 minutes
Time 12 inches of water to seep away: <1 minutes

___ For percolation tests in sandy soils, record time intervals and water drops every 10 minutes for at least 1 hour.

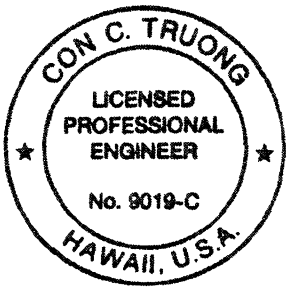
___ For percolation tests in non-sandy soils, presoak the test hole for at least 4 hours. Record time intervals and water drops at least every 10 minutes for 1 hour; or if the time for the first 6 inches to seep away is greater than 30 minutes, record time intervals and water drops at least every 30 minutes for 4 hours or until 2 successive drops do not vary by more than 1/16 inch.

Time interval	Drop in inches	Time interval	Drop in inches
	* See note below		

* Unable to fill hole with water. Maximum flow rate of water introduced was about 9 gallons per minute.

Percolation Rate (time/final water level drop): NA min/in

As the engineer responsible for gathering and providing site information and percolation test results, I attest to the fact that above site information is accurate and that the site evaluation was conducted in accordance with the provisions of Chapter 11-62, "Wastewater Systems" and the results were acceptable.



Engineer's Signature/Stamp

Plate A5.3

SITE EVALUATION / PERCOLATION TEST

Date/Time: November 12, 2004/ 12:40 p.m.

Test performed by: Hirata & Associates, Inc.

Owner: Department of Hawaiian Home Lands

Tax Map Key: (3) 7-4-21: 10 and 12

Test Number: Boring B14

Elevation: 450.8± ft.
Depth to Groundwater Table: >20 ft. below grade
Depth to Bedrock (if observed): 0. ft. below grade
Diameter of Hole: 3 in.
Depth to Hole Bottom: 20 ft. below grade

Depth, below grade (feet)	**Soil Profile** (Color, texture, other)
0-20	BASALT - Gray, hard, vesicular, slightly weathered, fractured, with clinker pockets.

PERCOLATION READINGS

Time 12 inches of water to seep away: <1 minutes
Time 12 inches of water to seep away: <1 minutes

___ For percolation tests in sandy soils, record time intervals and water drops every 10 minutes for at least 1 hour.

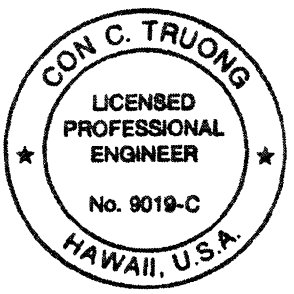
___ For percolation tests in non-sandy soils, presoak the test hole for at least 4 hours. Record time intervals and water drops at least every 10 minutes for 1 hour; or if the time for the first 6 inches to seep away is greater than 30 minutes, record time intervals and water drops at least every 30 minutes for 4 hours or until 2 successive drops do not vary by more than 1/16 inch.

Time interval	Drop in inches	Time interval	Drop in inches
	* See note below		

* Unable to fill hole with water. Maximum flow rate of water introduced was about 14 gallons per minute.

Percolation Rate (time/final water level drop): NA min/in

As the engineer responsible for gathering and providing site information and percolation test results, I attest to the fact that above site information is accurate and that the site evaluation was conducted in accordance with the provisions of Chapter 11-62, "Wastewater Systems" and the results were acceptable.



Engineer's Signature/Stamp

Plate A5.4

SITE EVALUATION / PERCOLATION TEST

Date/Time: November 12, 2004/ 1:15 p.m.

Test performed by: Hirata & Associates, Inc.

Owner: Department of Hawaiian Home Lands

Tax Map Key: (3) 7-4-21: 10 and 12

Test Number: Boring B17

Elevation: 429.6± ft.
Depth to Groundwater Table: >20 ft. below grade
Depth to Bedrock (if observed): 0. ft. below grade
Diameter of Hole: 3 in.
Depth to Hole Bottom: 20 ft. below grade

Depth, below grade (feet)	**Soil Profile** (Color, texture, other)
0-20	BASALT - Gray, hard, vesicular, slightly weathered, fractured, with clinker pockets.

PERCOLATION READINGS

Time 12 inches of water to seep away: <1 minutes
Time 12 inches of water to seep away: <1 minutes

___ For percolation tests in sandy soils, record time intervals and water drops every 10 minutes for at least 1 hour.

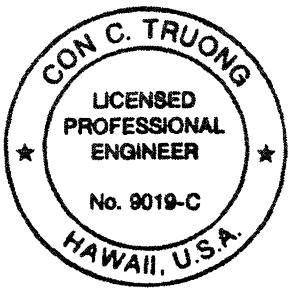
___ For percolation tests in non-sandy soils, presoak the test hole for at least 4 hours. Record time intervals and water drops at least every 10 minutes for 1 hour; or if the time for the first 6 inches to seep away is greater than 30 minutes, record time intervals and water drops at least every 30 minutes for 4 hours or until 2 successive drops do not vary by more than 1/16 inch.

Time interval	Drop in inches	Time interval	Drop in inches
	* See note below		

* Unable to fill hole with water. Maximum flow rate of water introduced was about 14 gallons per minute.

Percolation Rate (time/final water level drop): NA min/in

As the engineer responsible for gathering and providing site information and percolation test results, I attest to the fact that above site information is accurate and that the site evaluation was conducted in accordance with the provisions of Chapter 11-62, "Wastewater Systems" and the results were acceptable.



Engineer's Signature/Stamp

Plate A5.5

APPENDIX B

LABORATORY TESTING

DESCRIPTION OF LABORATORY TESTING

CLASSIFICATION

Field classification was verified in the laboratory in accordance with the Unified Soil Classification System. Laboratory classification was determined by visual examination. The final classifications are shown at the appropriate locations on the Boring Logs, Plates A4.1through A4.18.

MOISTURE-DENSITY

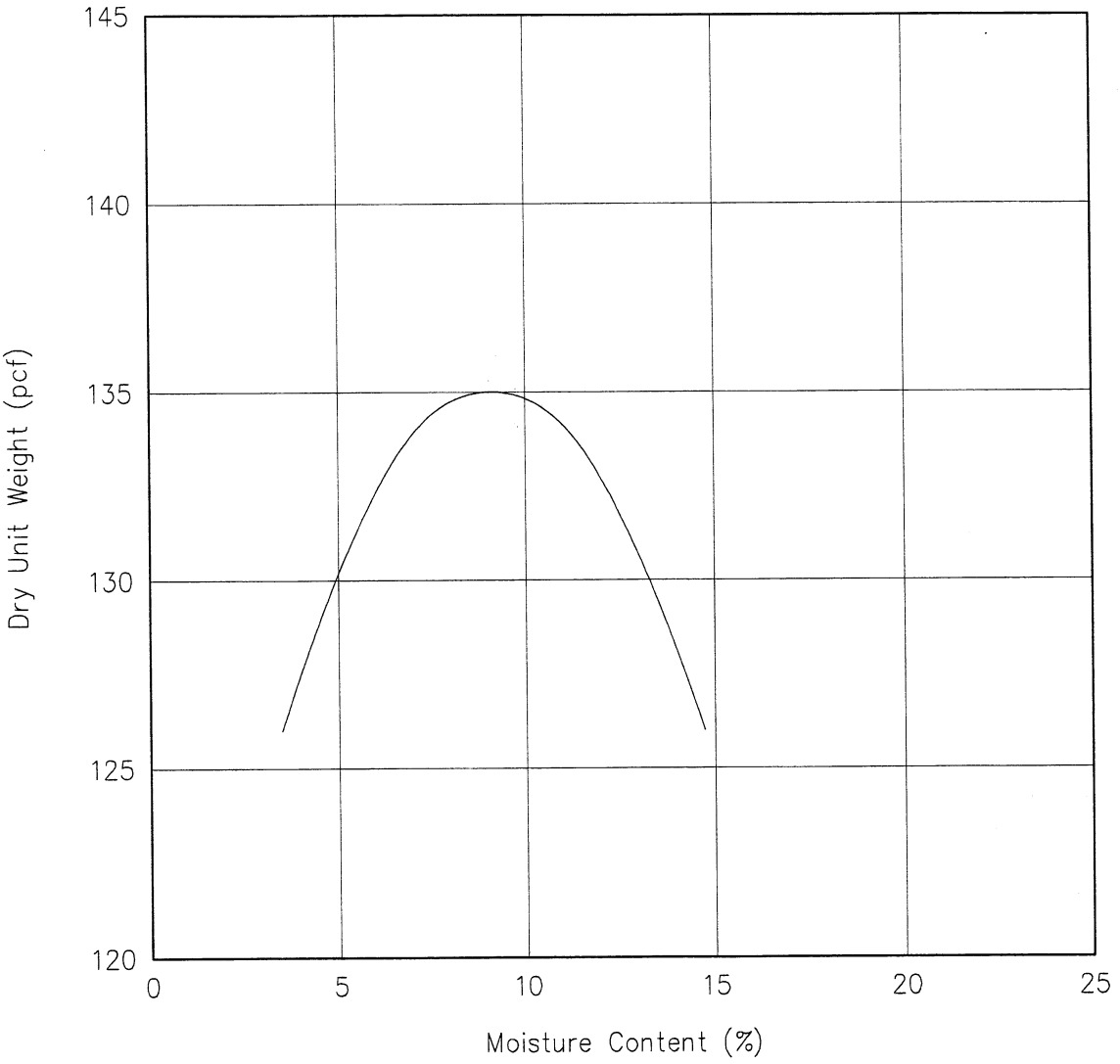
Representative samples were tested for insitu moisture content and dry unit weight. The dry unit weight was determined in pounds per cubic foot while the moisture content was determined as a percentage of dry weight. Samples were obtained using a 3-inch O.D. split tube sampler. Test results are shown at the appropriate depths on the Boring Logs, Plates A4.1 through A4.18.

PROCTOR TESTS

A Modified Proctor test was performed on a bag sample of near surface soil obtained from boring B9. The tests were performed in general accordance with ASTM D 1557 and results are shown on Plate B2.1

CALIFORNIA BEARING RATIO TESTS

CBR tests were performed on bag samples of near surface soil obtained from borings B9 and B11. The tests were performed in general accordance with ASTM D 1883, and results are shown on Plates B3.1 and B3.2.



Soil Data

Location: Boring B9 at surface

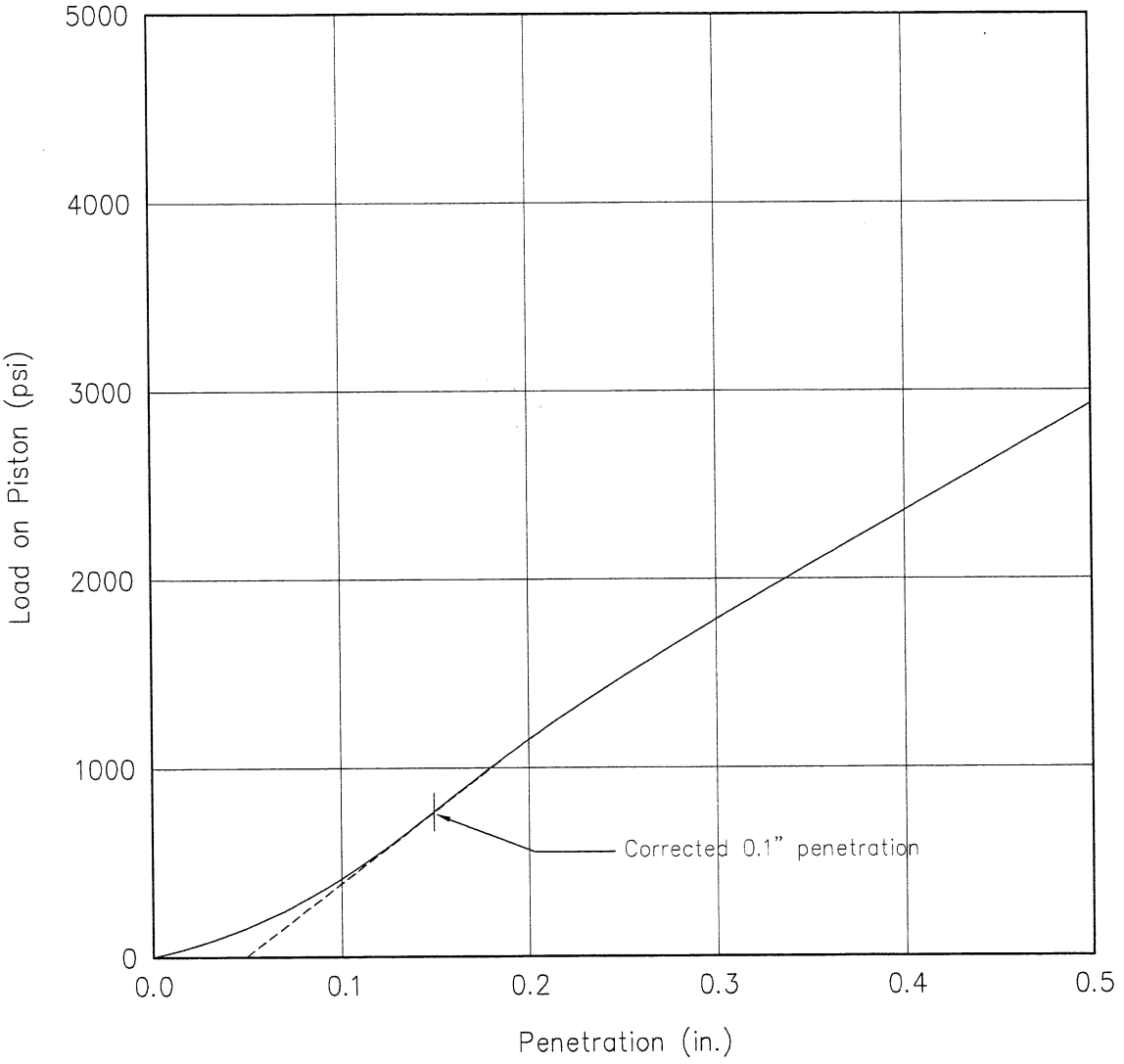
Description: Gray sandy gravel with silt

Test Results

Maximum Dry Density: 135 pcf

Optimum Moisture Content: 9%

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	MODIFIED PROCTOR CURVE Plate B2.1



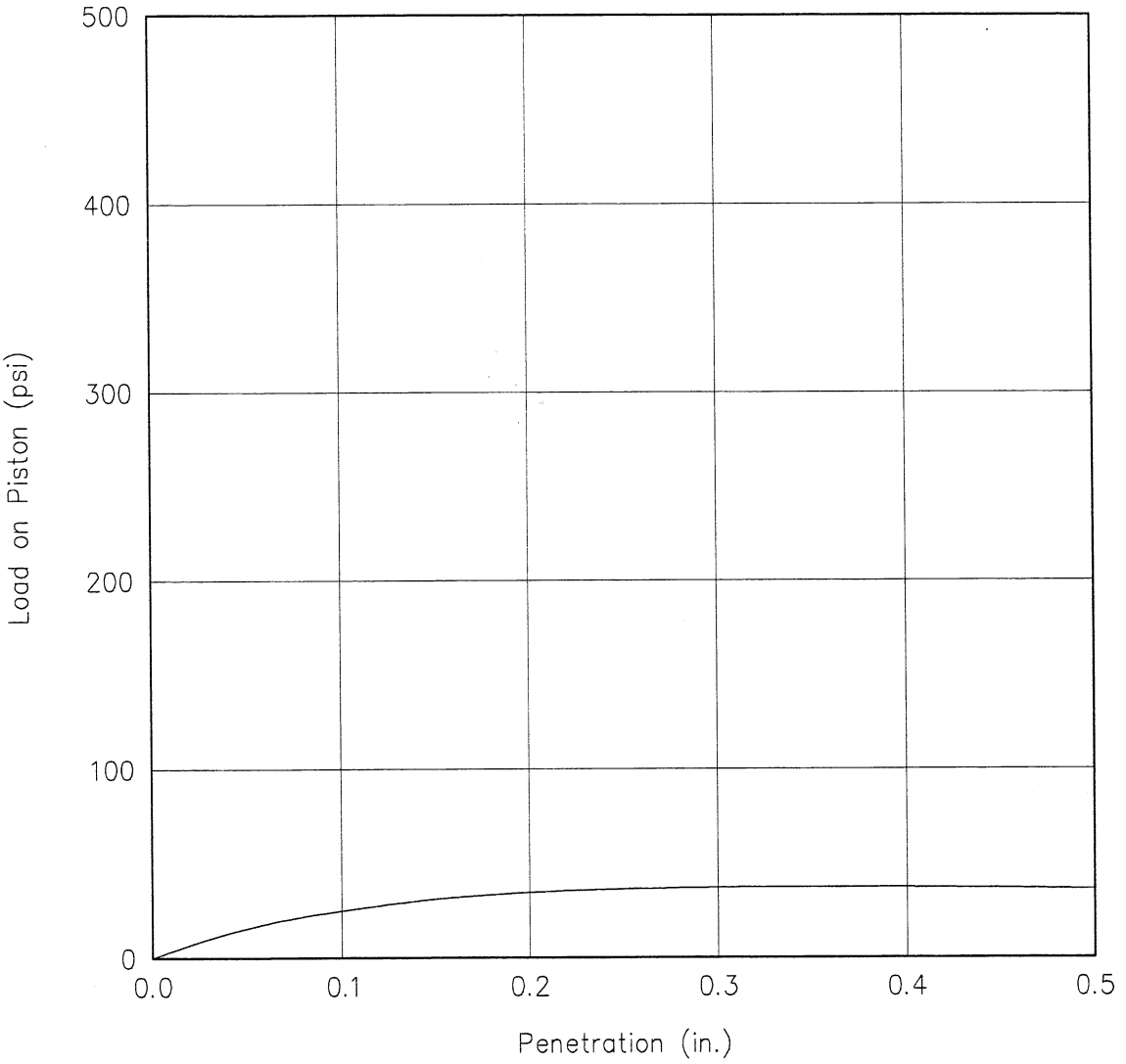
Soil Data

Location:	Boring B9 at surface
Description:	Gray sandy gravel with silt
Sample Dry Density:	133 pcf
Sample Moisture Content:	11%

Test Results

CBR Value:	76%
Expansion:	0%

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	CBR STRESS PENETRATION CURVE Plate B3.1



Soil Data

Location:	Boring B11 at surface
Description:	Grayish brown clayey silt (volcanic ash)
Sample Dry Density:	71 pcf
Sample Moisture Content:	69%

Test Results

CBR Value:	2.5%
Expansion:	2.5%

W.O. 04-4001	Laiopua Village 4, Kealakehe, North Kona
Hirata & Associates, Inc.	CBR STRESS PENETRATION CURVE Plate B3.2

SECTION 01340 - DRAWINGS TO BE FURNISHED BY CONTRACTOR

The following shall supplement the General Conditions.

1.01 Shop drawings and submittals shall be made in accordance with Section 5.5 - Shop Drawings and Other Submittals of the General Conditions.

1.02 All submittals, RFIs, change requests and other documentation shall be submitted electronically via Newforma.

1.03 The Contractor's stamp and verification of drawings shall consist of the following format:

LAIOPUA VILLAGE 4 SUBDIVISION, PHASE 2 - HEMA
DHHL CONTRACT NO. IFB-21-HHL-007

(Contractor's Name) _____

(Signature) _____ (Date) _____

This submittal has been checked and verified in accordance with the requirements of the contract documents and any equipment submitted herewith can be installed in the allocated spaces.

Submittal No. _____

Specification Section No. _____

Paragraph No. _____

Contract Drawing Ref. _____

Subcontractor _____

Supplier _____

Manufacturer _____

Exceptions Taken: Yes _____ No _____

Details of Exception _____

_____

_____

1.04 The person signing the Contractor's submittal stamp shall be the one designated under the contract agreement with the DHHL. The signature shall be in original ink. Stamped signature will not be acceptable. Submittal forms shall be completely filled out, signed and dated.

1.05 All changes made to the submittal drawings by the Contractor in the form of written or typewritten markings shall be initialed and dated by the Contractor.

1.06 When the Contractor takes any exception to the submittal drawings, such exception shall be brought to the attention of the Engineer. The exception shall be submitted with the shop drawings together with sufficient details and justifications.

1.07 Within 30 days after receipt of notice to proceed, the Contractor shall submit to the Engineer in duplicate, a schedule, listing all items that will be submitted for review and approval action by the DHHL, the State Department of Transportation, or the County of Hawaii. The schedule shall include, among other things, a list of shop drawings and manufacturer's literature, certificates of compliance, material samples, and guarantees. The schedule shall indicate the type of item, contract requirement reference; the Contractor's scheduled date for submitting the above items and projected needs for approval answers and procurement dates. In preparing the schedule, adequate time (minimum of 15 days) shall be allowed for review and approval; additional time shall be allowed to provide for possible resubmittal. Also, the scheduling shall be coordinated with the approved progress schedule.

1.08 The Contractor shall maintain at the job site two sets of full size contract drawings, marking them in red to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. Where equipment installation is involved, the size, manufacturer's name, model number and power input or output characteristics are applicable shall be shown on the as-built drawings. The representations of such changes shall conform to standard and detail as necessary to clearly portray the as-built construction. The drawings shall be maintained and updated on a daily basis.

Monthly and final payments of the Contactor shall be subject to prior approval of the drawings.

On completion of the work, both sets of marked-up drawings shall be delivered to the Engineer, and shall be subject to his approval before acceptance.

END OF SECTION