STATE OF HAWAIIAN HOME LANDS

RETAINING WALL REPAIRS FOR DEPARTMENT OF HAWAIIAN HOME LANDS 2403 KAULULAAU STREET & 2147 TANTALUS DRIVE

PAPAKOLEA, OAHU, HAWAII

INVITATION FOR BIDS IFB-22-HHL-021



William J. Aila, Jr., Chairman Hawaiian Homes Commission August 2021

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NOTICE TO BIDDERS INVITATION FOR BID (IFB) Department of Hawaiian Home Lands Land Development Division

IFB NO.: IFB-22-HHL-021

BID OFFERS for IFB No.: IFB-21-HHL-021, RETAINING WALL REPAIRS FOR DEPARTMENT OF HAWAIIAN HOME LANDS, 2403 Kaululaau Street & 2147 Tantalus Drive, Papakolea, Island of Oahu, State of Hawaii, shall be electronically submitted via HIePRO no later than **2:00 p.m.**, **Hawaii Standard Time (H.S.T.) January 19, 2022**. The Bid Offer Form must be submitted, as an attachment, when submitting the offer via HIePRO. Bids received after the time fixed for opening or submitted anywhere other than as specified above will not be considered.

This project consists of furnishing all labor, materials, equipment and supervision to satisfactorily repair an existing CRM retaining walls at the subject addresses in the Papakolea Subdivision on the Island of Oahu.

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

This project is subject to Section 103D, Hawaii Revised Statutes, and to the payment of not less than the prevailing salaries and wages promulgated by the State of Hawaii, Department of Labor and Industrial Relations.

Bid documents may be examined at or obtained from the State of Hawaii eProcurement system (HIePRO):

https://hiepro.ehawaii.gov/sav-search.html

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

All prospective bidders/offerors are invited to attend a PRE-BID CONFERENCE to be held at 10:00 a.m., H.S.T, on December 28, 2021 at the project site at 2403 Kaululaau Street, Papakolea, Island of Oahu, Hawaii. Subcontractors and union representatives are also invited to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and technical aspects of the project. Attendance of the pre-bid conference and/or site visit is not a condition for submitting a bid, but strongly recommended. Persons needing special accommodations due to a disability may submit such requests to Mitchell Kawamura, Project Manager, Land Development Division, via facsimile at (808) 620-9299, or e-mail to mitchell.h.kawamura@hawaii.gov.

A written NOTICE OF INTENTION TO BID is required and shall be received by the DHHL, Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, no later than 4:30 P.M., January 5, 2022. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299, or e-mail to mitchell.h.kawamura@hawaii.gov is acceptable.

A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted to the DHHL Land Development Division, at 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 no later than 4:30 P.M., January 5, 2022. Submittal of the Questionnaire via e-mail is acceptable. The Questionnaire can be downloaded at the State Procurement Office website:

http://spo.hawaii.gov/wp-content/uploads/2013/12/spo-021.pdf

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

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

Questions regarding this project may be directed in writing to Mitchell Kawamura, Project Manager, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, via facsimile at (808) 620-9299, or e-mail to mitchell.h.kawamura@hawaii.gov, or via HIePRO, no later than 4:30 P.M., January 5, 2022.

Dated at Honolulu, Hawaii, this 15th day of December 2021.

DEPARTMENT OF HAWAIIAN HOME LANDS

William J. Aika, Jr., Chairman Hawaiian Homes Commission

Posted on the internet at: https://hands.ehawaii.gov/hands/opportunities

Instructions for Bid Submittal

General Instructions for Bid Submittal

The Bid Offer form must be completed and submitted to DHHL by the required due date and time, and in the form prescribed by DHHL.

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, herein after "Notice" must be submitted to the Chairman, the Head of the Purchasing Agency (HOPA) who is the officer responsible for this procurement. The Notice may be faxed, hand carried, mailed, or e-mailed to the office indicated in the Notice.
- 2. The written Notice must be received by the DHHL no later than the date and time specified in the Notice to Bidders. The written Notice will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the written Notice is hand carried, then the bearer is responsible to ensure that the Notice is time stamped by DHHL. If the Notice is delivered through facsimile (fax) machine, the time of receipt by DHHL's fax machine shall be official. If the Notice is sent by email, the time indicated in the date and time field of the email as received by DHHL shall be official.
- 3. It is the responsibility of the prospective Bidder to ensure that the written Notice 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. DHHL shall use best efforts to return a signed acknowledgement of receipt of Notice from Bidder(s).

- 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. 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 HRS, and the rules and regulations of the Contractor's License Board when any party to the joint venture agreement does not hold a current or appropriate contractor's license. The joint venture must be registered with the office of the Director of Commerce and Consumer Affairs in accordance with Chapter 425 HRS.
- 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 DHHL.

C. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

- 1. Prospective Bidders shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-021), hereinafter "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 Questionnaire shall be submitted to the location on or prior to the date and time set forth in the Notice to Bidders. The Questionnaire will be time stamped when received by DHHL. The time designated by the time stamping device in DHHL shall be official. If the Questionnaire is hand carried, then the bearer is responsible to ensure that the notice is time stamped by DHHL. Email and fax machine transmissions are not acceptable in whole or in part. 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. Prior Questionnaires submitted for other Notice to Bidders are not acceptable.
- 2. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the HOPA shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
- 3. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for DHHL to disqualify a prospective Bidder.

D. PROPOSAL FORM

- 1. Prospective Bidders are being furnished with the Bid Offer Form, hereinafter "Proposal" giving the location, description, and the contract time of the work contemplated for which a Total Sum bid price is asked, 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 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 will also be considered a part thereof whether attached or not.
- 4. When quantities for individual items of work are listed in the Proposal for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by DHHL only for the purpose of comparing on a uniform basis bids offered for the work. DHHL does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
- 5. Earthwork quantities shown on plans are for permit purposes only and shall not be used by the contractor for bidding purposes. The contractor shall determine his own quantities for the work and base his bid accordingly.
- 6. 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.
- 7. The Bidder's proposal must be submitted on the proposal form furnished by DHHL. The Bidder's Offer/Bid 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.

- If the Proposal is made by an individual, the person's name and post office address 8. 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 DHHL. 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. If made by a Limited Liability Corporation (LLC), the Proposal must identify all of its members and show the authority of its member to enter on behalf of said LLC.
- 9. 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.
- 10. 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.
- 11. By submitting an offer/bid on the Proposal, 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, in conformance with \$3-122-222(a) HAR:
 - a. Surety bid bond underwritten by a company licensed to issue bonds in this State; 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. Company or personal checks are not considered "official checks" and will not be accepted.
 - (a) These instruments may be utilized only to a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be accepted.
 - (c) 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 DHHL.
- 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 an Offer/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. DHHL 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 HOPA.
- 4. If DHHL agrees that a discrepancy, ambiguity, omission or doubt exists, it shall issue a written addendum to the bid documents on the HIePRO website no later than eight (8) days before the bids are opened. DHHL may extend the bid opening to allow at least eight (8) days from the notification date of the last issued Addendum. Upon issuance of Addenda by DHHL on the HIePRO website, all Bidders shall be deemed to be on notice of the information therein whether or not the Addendum is actually received. Bidders are responsible to check the HIePRO website for any Addenda issued. 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 Bidder 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 face of the envelope containing the request must be clearly marked "SUBSTITUTION REQUEST". The request may be hand carried or mailed to DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707. In either case, the written request must be received by DHHL no later than fourteen (14) days before the bid opening date and time specified in the Notice to Bidders. The written request will be time stamped by DHHL. For the purpose of this section, the time designated by the time stamping device in DHHL shall be official. If the written request is hand carried, the bearer is responsible to ensure that the request is time stamped by DHHL.
- 2. Submit three (3) sets of the written request, technical brochures, and a statement of variances.
- 3. A statement of variances must list all features of the proposed substitution which differ from the drawings, specifications and/or product(s) specified and must further certify that the substitution has no other variant features. The brochure and information submitted shall be clearly marked showing make, model, size, options, etc., and must include sufficient evidence to evaluate each feature listed as a variance. A request will be denied if submitted without sufficient evidence. If after installing the substituted product, an unlisted variance is discovered, Contractor shall immediately replace the product with a specified product at no cost to the Department.
- 4. Any substitution request not complying with the above requirements will be denied. Substitution requests sent to other agencies and received by Project Manager after the deadline above will be denied.
- 5. An addendum shall be issued to inform all prospective Bidders of any accepted substitution.

I. DELIVERY OF PROPOSALS.

The entire proposal shall be submitted through HIePRO as indicated in the Notice to Bidders. Proposals which do not comply with this requirement may not be considered. Proposals will be received up to the time fixed in the Notice to Bidders. 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.

- 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 Qualification 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, HRS.

M. PROTESTS

- 1. Protests shall be governed by Section 103D-701, HRS, and its implementing rules set forth in Title 3, Chapter 126, Subchapter 1, HAR.
- 2. The Chairman is the Department's Head of Procurement Agency (HOPA), to whom protests shall be addressed unless specified otherwise in the solicitation.

N. WRONGFUL REFUSAL TO ACCEPT A BID.

In the event the HOPA, or designee, 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, 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, DHHL may cancel the solicitation, reject any and all bids/proposals in whole or part and may waive any defects or technicalities whenever such action is deemed to be in the best interest of DHHL.

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

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

- 1. Corrections to bids after bid openings but prior to award may be made under the following conditions:
 - (a) If the mistake is attributable to an arithmetical error, the HOPA 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 HOPA 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 HOPA determines that the correction or waiver of an obvious mistake is in the best interest of DHHL 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 HOPA 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 HOPA makes a written determination that DHHL'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 HOPA 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, DHHL 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, DHHL 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 DHHL 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.
- 4. The contract will be drawn on the forms furnished by the HOPA. The contract will not be binding on DHHL 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, DHHL 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 paper certificates in a timely manner, as prescribed by the HOPA, or its designee, or risk determination that the bid is non-responsive.

E. CANCELLATION OF AWARD.

After procurement posting of award of contract, DHHL 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 DHHL 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 bond and Payment Bond 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 bond and payment bond 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. Bidders may use its own form, which complies with similar content in DHHL's bond forms.

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; DHHL 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 HOPA may allow. No proposal or contract shall be considered binding upon the DHHL until the contract has been fully and properly executed by all parties thereto. For projects funded with State Capital Improvement Project (CIP) funds, the HOPA 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 DHHL's amount required by such contract.
- 2. On any individual award totaling less than \$25,000 (twenty-five thousand dollars), the DHHL 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 DHHL. The issuance of a Purchase Order shall not be deemed a waiver of the General Conditions, and Contract Document requirements.

I. FAILURE TO EXECUTE THE CONTRACT

- 1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, DHHL 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 HOPA may allow, DHHL 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. DHHL may apply all or part of the amount of the bid security to reduce its damages. If upon determination by DHHL that the bid security exceeds the amount of its damages, it shall release or return the excess to the Bidder who provided same.
- 3. HOPA'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 HOPA may deem to be in the best interests of DHHL.

J. PRE-CONSTRUCTION CONFERENCE

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

IFB Checklist for Bidders

IFB-22- HHL-021

Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive

<u>Item</u>	s required prior to Bid Opening:
	Notice of Intention to Bid, no later than 4:30 p.m., January 5, 2022.
	SPO Form 21 (Standard Qualification Questionnaire), submitted to DHHL, Land Development Division <u>by 4:30 p.m., January 5, 2022</u> .
	Questions due by 4:30 p.m., January 5, 2022.
<u>Item</u>	s required with Bid Offer via HIePRO:
	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 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), Or other authorizations required for partnerships, joint ventures, and Limited Liability Corporations.
	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).

CORPORATE RESOLUTION (Name of Corporation - Use Letterhead)

	I,			, Sec	retary	of _								
Corpora	ation, a				_ corp	orat	ion, c	lo hereb	у се	rtify	that the fo	ollow	ing is a f	ull,
true and	d correct c	opy of	a resolu	ition c	luly ad	lopte	ed by	the Bo	ard c	f Dir	ectors of	said	Corporati	on,
at its	meeting	duly	called	and	held	at	the	office	of	the	Corpora	ition	located	at
						(ado	iress)							,
on the	(day of						, 20	, 8	it wh	ich a quo	orum	was pres	ent
and acti	ing throug	hout; a	ind that	said r	esoluti	on ł	nas no	ot been	modi	fied,	amended	or re	escinded a	and
continu	es in full f	force a	nd effec	t:										
	"R	ESOLV	ED that	any	individ	ual	at the	time h	oldir	g the	position	of		
	Pre	esident	or Vice I	Preside	ent, be,	and	each	of them	hereb	y is,	authorized	to		
	exe	ecute o	n behalf	of the	Corpor	atior	n any	bid, proj	posal	or co	ntract for	the		
	sal	e or re	ntal of t	he pro	ducts	of th	ne Co	rporatio	n or	for se	ervices to	be		
	pe	rformed	by the	Corpo	ration a	and t	to exe	cute any	y bon	d req	uired by a	ıny		
	suc	ch bid j	proposal	or cor	itract w	ith 1	the U	nited Sta	ates (Gover	nment or	the		
	Sta	ate of F	Iawaii o	the C	City and	d Co	unty	of Hono	olulu,	or ar	y County	or		
	Mı	unicipal	Govern	ment c	of said S	State	, or a	ny depar	tmen	t or si	ubdivision	of		
	an	y of the	m."											
	IN WITN	ESS W	HEREC	OF, I h	ave he	ereu	nto se	et my h	and a	and a	fixed the	corp	orate seal	l of
said								_ Cor	porat	ion 1	his		day	of
				20	•									
							Secre	etary						
(Names Preside	and Addr	esses (of:)											

President
Vice President
Secretary

LINEIA LINGLE GOVERNOR

PROCUREMENT POLICY BOARD
LEGUE & CHINES
DAPTLE ANN MO
GREGORY L. KING
RUSS K. SAITO
PAMELA A. TORRES

AARON B. FUJIOKA

STATE OF HAWAII STATE PROCUREMENT OFFICE

P.O. Box 119 Honoiulu, Hawaii 96610-0119 Tel: (808) 587-4700 Fax: (808) 587-4703 www.spo.hawaii.gov

July 24, 2007

PROCUREMENT CIRCULAR NO. 2007-05

TO:

Executive Department Heads

FROM:

Aaron S. Fuiloka

SUBJECT:

Bid Security, Contract Performance and Payment Bonds

This circular is issued to:

- 1) Rescind Procurement Circular No. 1998-09, dated November 23, 1998; and
- 2) Reissue amended bond forms Exhibits B, D, F, and includes the bond and acknowledgment forms Exhibits A, C, E, G, H, I, J, which did not require any changes. The forms are as required by HAR Subchapter 24, Chapter 3-122, and in accordance with HRS §§103D-323 to 103D-328.

Bonds are to protect against the failure or refusal of the offeror to proceed with the performance of the contract, secure the faithful performance of contract requirements, and payment of suppliers or subcontractors. Exemptions on the use of these bond forms are allowed, with the prior approval of the Administrator.

Changes made to the bond forms, effective June 21, 2007, are as follows:

•	, , , , , , , , , , , , , , , , , , , ,
1)	Exhibits B & D:
	Page 1, 2 nd paragraph, is amended to read: "WHEREAS, the above-bound Principal has [entered into] signed a Contract with Obligee [dated] on for the following project:"
2)	- Exhibit F:
	a. Page 1, 2 nd paragraph, is amended to read: "WHEREAS: The Principal has by
1	e for use in solicitations ollowing Project:" [entered into] signed a contract with ollowing Project:"
L	o. Page 2, o paragraph, is amended to fead: "the performance of the Contract who has not been paid in full therefor after [two-months] ninety days from the completion"
	c. Page 3, 1 st sentence, is amended to read: "The amount of this bond may be reduced in accordance with and subject to section [3-122-226] <u>3-122-225</u> , Hawaii Administrative Rules."

3) Exhibits A, C, E, G, H, I, J: No changes were made to these exhibits.

Purchasing agencies shall utilize bond and acknowledgment forms as provided in the exhibits listed below:

- EXHIBIT A: Surety bid security titled "Surety [Bid] [Proposal] Bond", dated 11/17/98.
- **EXHIBIT B:** Surety contract performance bond titled "*Performance Bond (Surety)*", dated 6/21/07.
- EXHIBIT C: Contract performance bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "Performance Bond", dated 11/17/98.
- EXHIBIT D: Surety contract labor and material payment bond titled "Labor and Material Payment Bond (Surety)", dated 6/21/07.
- EXHIBIT E: Contract labor and material payment bond for types of security pursuant to HAR §3-122-222(2) and (3), titled "Labor and Material Payment Bond", dated 11/17/98.
- EXHIBIT F: Surely combination contract performance and payment be Performance and Payment Bond', dated \$/21/07. (Procurement Circular 2014-08)
- EXHIBIT G: Surety contract performance bond for goods and services supplemental agreement titled "Performance Bond (Surety) for Supplemental Agreement for Goods and Services", dated 11/17/98.
- EXHIBIT H: Contract performance bond for goods and services supplemental agreement for types of security pursuant to HAR §3-122-222(2) and (3), titled "Performance Bond for Supplemental Agreement for Goods and Services", dated 11/17/98.
- EXHIBIT I: Contractor acknowledgement form for use with contract performance and payment bonds titled "Contractor Acknowledgment", dated 11/12/97.
- **EXHIBIT J:** Surety acknowledgement form for use with contract performance and payment bonds titled "Surety Acknowledgment", dated 11/12/97.

The exhibit bond and related forms are available on the SPO homepage at www.spo.hawaii.gov, under the "Quick Links" section, click on "Forms for State Agencies". To view the complete listing of all current Procurement Circulars, click on "Procurement Circulars".

Questions may be directed to Justin Fo at 586-0577 or Colin Tanaka at 586-0558, or call me at 587-4700.

EXHIBIT A

SURETY [BID] [PROPOSAL] BOND (11/17/98)

Bond No
KNOW TO ALL BY THESE PRESENTS:
That we,
(Full Name or Legal Title of Offeror)
as Offeror, hereinafter called Principal, and
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety
in the State of Hawaii, are held and firmly bound unto
as Owner, hereinafter called Owner, in the penal sum of
(Required Amount of Bid Security)
Dollars (\$), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS:
The Dringing has submitted an effector
The Principal has submitted an offer for
(Project by Number and Brief Description)
NOW, THEREFORE:
The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.
Signed this day of

(Seal)	
	Name of Principal (Offeror)
	Signature
	T:11 -
	Title
(Seal)	Name of Surety
	Signature
	Title

EXHIBIT B

PERFORMANCE BOND (SURETY) (6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the, (State/County Entity)
its successors and assigns, hereinafter called Obligee, in the amount of
DOLLARS (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed a Contract with Obligee on, for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that:

If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

-1- EXHIBIT B

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal and subject to the limitation of the penal sum of this bond, Surety shall remedy the Default, or take over the work to be performed under the Contract and complete such work, or pay moneys to the Obligee in satisfaction of the surety's performance obligation on this bond.

Signed this	day of	
	(Seal)	Name of Principal (Contractor)
		* Signature
	(Seal)	Title
	(000,	Name of Surety
		Signature

-2- EXHIBIT B

^{*}ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

EXHIBIT C

PERFORMANCE BOND (11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That	t we,,
	(Full Legal Name and Street Address of Contractor)
as Contract	or, hereinafter called Contractor, is held and firmly bound unto the
	, its successors and assigns, as Obligee, hereinafter called the amount of
	(Dollar Amount of Contract)
payment of heirs, execu	(\$), lawful money of the United States of America, for the which to the said Obligee, well and truly to be made, Contractor binds itself, its stors, administrators, successors and assigns, firmly by these presents. Said videnced by:
О	Legal tender;
O	Share Certificate unconditionally assigned to or made payable at sight to
	Description
	Certificate of Deposit, No, dated, issued by
	drawn on' a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to
Ω	Cashier's Check No, dated, issued by,
	drawn on

-1- EXHIBIT C

	Teller's Check No.		, issued
	by drawn on	A	
	a bank, savings institution or cre	edit union insured by the Fede	ral Denosit
	Insurance Corporation or the Na		
	sight or unconditionally assigne	d to	
			· · · · · · · · · · · · · · · · · · ·
	Treasurer's Check No.	, dated	. issued
	by	7	
	drawn on		
	a bank, savings institution or cre	edit union insured by the Fede	ral Deposit
	Insurance Corporation or the Na		
	sight or unconditionally assigne		*
ونختم			
Ŋ	Official Check No.	, dated	, issued
	by drawn on		t
	a bank, savings institution or cre	edit union insured by the Fede	ral Denosit
	Insurance Corporation or the Na	ational Credit Union Administra	ation, pavable at
	sight or unconditionally assigne	d to	ation, payable at
	Cortified Cheek No.	datad	
	 Certified Check No accepted by a bank, savings inst 	etitution or credit union incurer	hy the Federal
	Deposit Insurance Corporation	or the National Credit Union A	dministration
	payable at sight or unconditional		and moderation,
			;
WHEREAS	:		
The	Contractor has by written agreeme	ent dated	entered into a
	h Obligee for the following Project:		
	-		
	**************************************		PROFESSIONAL CONTRACTOR CONTRACTO

hereinafter (hereof.	called Contract, which Contract is i	ncorporated herein by referen	ce and made a part

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this	day of	*	
	(Seal)	Name of Contractor	
		* Signature	•
		Title	•

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT C

EXHIBIT D

LABOR AND MATERIAL PAYMENT BOND (SURETY) (6/21/07)

KNOW TO ALL BY THESE PRESENTS:

That
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company) as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the
its successors and assigns, hereinafter called Obligee, in the amount of
Dollars (\$), to which payment Principal and Surety bind themselves their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has signed Contract with the Obligee on for the following project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.
NOW THEREFORE , the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.
1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.
 A "Claimant" shall be defined herein as any person who has furnished labor or materials

to the Principal for the work provided in the Contract.

Every Claimant who has not been paid amounts due for labor and materials furnished for work provided in the Contract may institute an action against the Principal and its Surety on this bond at the time and in the manner prescribed in Section 103D-324, Hawaii Revised Statutes, and have the rights and claims adjudicated in the action, and judgment rendered thereon; subject to the Obligee's priority on this bond. If the full amount of the liability of the Surety on this bond is insufficient to pay the full amount of the claims, then after paying the full amount due the Obligee, the remainder shall be distributed pro rata among the claimants.

Signed this	day of	· · · · · · · · · · · · · · · · · · ·
	(Seal)	Name of Principal (Contractor)
		* Signature
		Title
	(Seal)	Name of Surety
		Signature

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

EXHIBIT E

LABOR AND MATERIAL PAYMENT BOND (11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That	t we,				
	(Full Legal Name and Si	treet Address of Contractor)	*		
as Contract	or, hereinafter called Contractor, is	held and firmly bound unto the	•		
	·, its success	ors and assigns, as Obligee, he	ereinafter called		
(State/Co	unty Entity)				
Obligee, in	the amount of				
	(Dollar Amo	unt of Contract)			
	·				
heirs, execu	(\$), lawful n which to the said Obligee, well and utors, administrators, successors ar videnced by:	noney of the United States of A I truly to be made, Contractor b nd assigns, firmly by these pres	inds itself, its		
Π.	Legal tender;				
	Share Certificate unconditionally	Share Certificate unconditionally assigned to or made payable at sight to			
	Description				
	Certificate of Deposit, No	, dated	, issued by		
	drawn on				
	Cashier's Check No.	, dated	, issued by		
	drawn on, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to				
D	Teller's Check No	, dated	, issued by		
	drawn on		· · · · · · · · · · · · · · · · · · ·		

	a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to			
	Treasurer's Check No.	, dated	issued by	
	drawn ona bank, savings institution or cre Insurance Corporation or the Na sight or unconditionally assigned	tional Credit Union Administr	ation, payable at	
	Official Check No.			
	drawn on, a bank, savings institution or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, payable at sight or unconditionally assigned to			
О	Certified Check No. by a bank, savings institution or Insurance Corporation or the Na sight or unconditionally assigned	itional Credit Union Administr	ration, payable at	
WHEREAS:				
contract with	contractor has by written agreeme Obligee for the following Project:			
hereinafter ca hereof.	alled Contract, which Contract is in	ncorporated herein by referer	nce and made a part	

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every

-2- EXHIBIT E

nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, and shall promptly pay all persons supplying labor and materials for the performance of the Contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of mechanics' liens which may be filed of record against the Project, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this	_ day of		
	(Seal)		
	·	Name of Contractor	
		*	
		Signature	
		Title	

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT E

Not available for use in solicitations (Procurement Circular 2014-08)

EXHIBIT F

COMBINATION PERFORMANCE AND PAYMENT BOND (6/21/07)

KNOW TO ALL BY THESE PRESENTS:
That we,
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
Wame and Street Address of Bonding Company)
as surety, hereinafter called Surety, a corporation(s) authorized to transact business as a
surety in the State of Hawaii, are held and firmly bound unto the
(State/County Entity) its successors and assigns, as Obligee, hereinafter called Obligee, in the amount of
(Twice the Dollar Amount of Contract)
DOLLARS (\$) (being
The Principal has by written agreement dated signed a contract with Obligee for the following Project:
hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof. NOW, THEREFORE,

EXHIBIT F

Not available for use in solicitations (Procurement Circular 2014-08)

The condition of this obligation is such that, if Princl
perform the Contract in accordance with, in all respects, the stipulations, agreements,
covenants and conditions of the Contract as it now exists or may be modified according to its
telms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully
completed as in the Contract specified and free from all liens and claims and without further
cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and
harmless from all suits or actions of every nature and kind which may be brought for or or
account orany injury or damage, direct or indirect, arising or growing out of the doing or said
work or the repair or maintenance thereof or the manner of doing the same or the neglect of the
Principal or its agents or servants or the improper performance of the Contract by the Principal
or its agents or servants or from any other cause, and shall promptly pay all persons supplying
labor and materials for the performance of the Contract, then this obligation shall be void;
otherwise it shall be and remain in full force and effect.

AND IT IS HERERY STIPULATED AND AGREED that no change, extension, alteration, deduction or addition, permitted by the Contract, in or to the terms of the Contract, or the plans or specifications pertaining thereto, shall in any way affect the obligation of the Surety on this bond; and the Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of the Contract, or the plans or specifications pertaining thereto, or in or to the said Project.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

AND IT IS HEREBY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons entitled to five claims for abor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated by Sections 103D-324(d) and 103D-324(e), Hawaii Revised Statutes.

The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every person who has furnished labor or material to the Principal for the performance of the Contract who has not been paid in full therefor after ninety days from the completion and final settlement of any contract, may institute an action against the Principal and its sureties, and have their rights and claims adjudicated in the action, and judgment rendered thereon. If the full amount of the liability of the sureties on the bond is insufficient to pay the full amount of the claims, then, after paying the full amount due the Obligee, the remainder shall be distributed pro rate among the claimants. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The amount of this bond may be reduced in accordance with and subject	t to section 3-
122-226, Hawaii Administrative Rules.	

Signed th	s	day o	:	

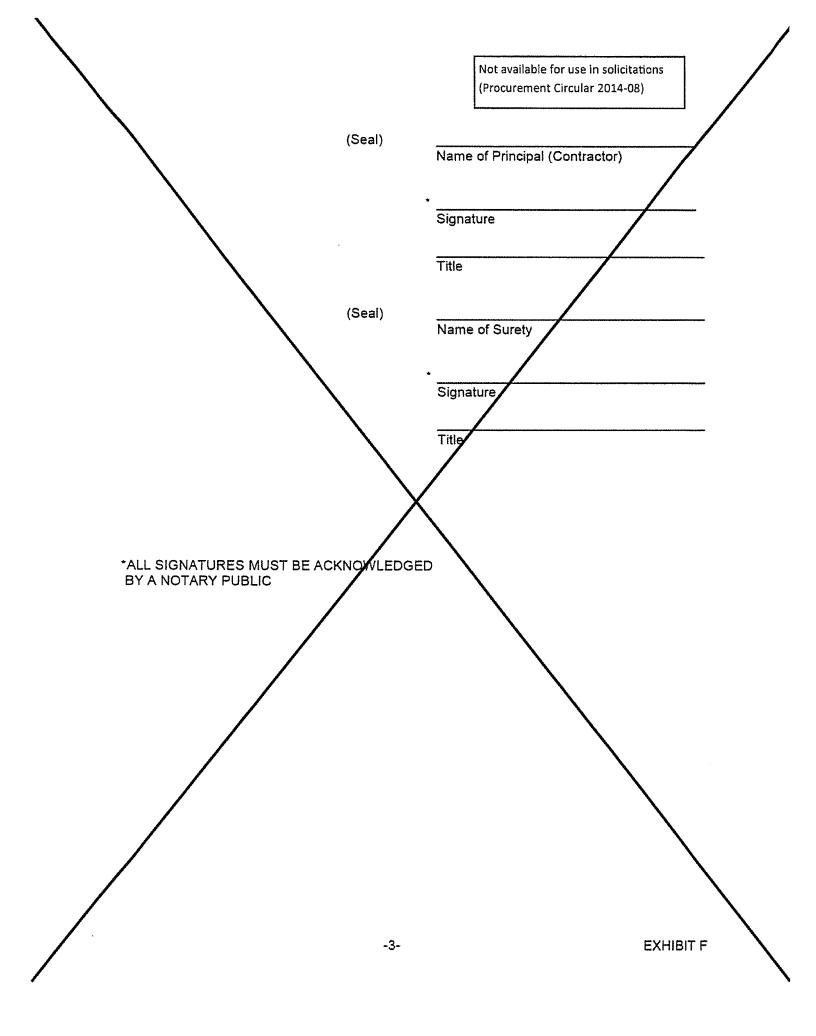


EXHIBIT G

PERFORMANCE BOND (SURETY) FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES (11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That
(Full Legal Name and Street Address of Contractor)
as Contractor, hereinafter called Principal, and
(Name and Street Address of Bonding Company)
as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the
its successors and assigns, hereinafter called Obligee, in the amount of
DOLLARS (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated for
and entered into Supplemental Agreement No, dated for the period
hereinafter collectively called Contract, which Contract is incorporated herein by reference and made a part hereof.
NOW THEREFORE, the condition of this obligation is such that:
If the Principal shall promptly and faithfully perform, and fully complete the Contract in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; then this obligation shall be void; otherwise to remain in full force and effect.

alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its

Surety to this Bond hereby stipulates and agrees that no changes, extensions of time,

obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

In the event of Default by the Principal, of the obligations under the Contract, then after written Notice of Default from the Obligee to the Surety and the Principal, Surety shall either remedy the Default, or take over the work to be performed under the Contract and complete such work, subject, however, to the limitation of the penal sum of this bond.

Signed this da	y of	,
	(Seal)	Name of Principal (Contractor)
		* Signature Title
	(Seal)	Name of Surety
		* Signature
		Title

-2- EXHIBIT G

^{*}ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

EXHIBIT H

PERFORMANCE BOND FOR SUPPLEMENTAL AGREEMENT FOR GOODS AND SERVICES

(11/17/98)

KNOW TO ALL BY THESE PRESENTS:

That w	e,			
That we,				
as Contractor, hereinafter called Contractor, is held and firmly bound unto the				
	, its successors and assi	gns, as Obligee, hereinafter cal	led Obligee,	
(State/County	Entity)			
in the amount	of(Dollar Amount of	Contract		
DOLLARS (\$), lawful money o	of the United States of America	for the	
payment of wl	nich to the said Obligee, well and truly	to be made, Contractor binds it	self, its	
heirs, executo	rs, administrators, successors and ass			
amount is evid	lenced by:			
m	1 and tanden			
D	Legal tender;			
D	Share Certificate unconditionally assignment	gned to or made payable at sigl	ht to	
			·	
	Description		······································	
	Certificate of Deposit, No	, dated	issued	
	by			
	drawn on			
	a bank, savings institution or credit ur	nion insured by the Federal Dep	osit	
	Insurance Corporation or the Nationa sight or unconditionally assigned to			
	oight of unconditionally assigned to _			
Ŋ	Cashier's Check No.			
	on a bank, savings institution or credit ur	sion incured by the Foderal Der	,	
	Insurance Corporation or the Nationa	Non insured by the Federal Dep I Credit Union Administration in	osii avahle at	
	sight or unconditionally assigned to _			
p	Teller's Check No.	1.4		
	on	, dated	, arawn	
	a bank, savings institution or credit ur	ion insured by the Federal Der	osit	
	Insurance Corporation or the Nationa			
	sight or unconditionally assigned to			

U ·	Treasurer's Check No.	, dated	, drawn
	on	onal Credit Union Administr	ration, payable at
Ŋ	Official Check No on		
	a bank, savings institution or cred Insurance Corporation or the Nati sight or unconditionally assigned t	it union insured by the Fede onal Credit Union Administr	ration, payable at
	Certified Check No	tution or credit union insure the National Credit Union A	d by the Federal Administration,
WHEREAS:			
The (contract with	Contractor has by written agreement obligee for the following Project: _	: dated	_ entered into a
and entered	into Supplemental Agreement No	, dated ; hereinafter collectiv	for the period vely called Contract.
which Contra	act is incorporated herein by referen		

NOW, THEREFORE,

The condition of this obligation is such that, if Contractor shall promptly and faithfully perform the Contract in accordance with, in all respects, the stipulations, agreements, covenants and conditions of the Contract as it now exists or may be modified according to its terms, and shall deliver the Project to the Obligee, or to its successors or assigns, fully completed as in the Contract specified and free from all liens and claims and without further cost, expense or charge to the Obligee, its officers, agents, successors or assigns, free and harmless from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof or the manner of doing the same or the neglect of the Contractor or its agents or servants or the improper performance of the Contract by the Contractor or its agents or servants or from any other cause, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in the said Contract as liquidated damages, if any, shall be forfeited to the Obligee, its successors or assigns, in the event of a breach of any, or all, or any part of, the covenants, agreements, conditions, or stipulations contained in the Contract or in this bond in accordance with the terms thereof.

-2- EXHIBIT H

The amount of this bond may be reduced by and to the extent of any payment or payments made in good faith hereunder.				
Signed this	day of	*		
	(Seal)	Name of Contractor		
		Name of Contractor		
		*		
		Signature		
		Title		

*ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

-3- EXHIBIT H

EXHIBIT I

CONTRACTOR ACKNOWLEDGMENT

[FOR USE WITH PERFORMANCE AND PAYMENT BONDS] (11/12/97)

CONTRACTOR ACKNOWLEDGMENT:	
STATE OF	
On this day of appeared a to me known to be the person(s) described in a	, 20, before me nd
he/she/they is/areof	and
the Contractor named in the foregoing instrume sign said instrument in behalf of the Contractor, said instrument as the free act and deed of the	and acknowledges that he/she/they executed
(Notary Seal)	Notary Public
	State of
	My commission expires:

EXHIBIT J

SURETY ACKNOWLEDGMENT

[FOR USE WITH SURETY PERFORMANCE AND PAYMENT BONDS] (11/12/97)

SURETY ACKNOWLEDGMENT:	
STATE OF : SS COUNTY OF))
On this day of	, 20, before me personally came to me known to be the person described
the said corporation; that the seal affixed to	to me known to be the person described ay that; resides in; the corporation ed instrument; that knows corporate seal of the said instrument is such corporate seal; and that ectors of the said corporation; and that er.
(Notary Seal)	Notary Public
	State of
	My commission expires:

FORM

CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

<u>-</u>	Bidder's Identifying Information			THE THE PROPERTY AND A SECOND
	A. Legal Business Name:			
	B. Project Bid Title & Reference No.:			
	C. Contact Person's Name:			
	1. Phone No.:	2. E-Mail:		
≓	Apprenticeable Trades To Be Employed*	B. Apprenticeship Sponsor*	C. No. Enrolled	D. No. Completed
	A. (List)	(One Sponsor Per Form)	(# of apprentices currently enrolled as of bidder's request date)	(# or apprentices with completed the apprenticeship program in the 12 months prior to request date)
	+			
	2.			
	3.			
	4.			
	5.			
	6.			
≡	Bidder's Certification		**************************************	
	I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.	by knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference to be contacted and for them to disclose any information necessary to verify the bidder's preference.	f facts may cause forfeiture of the p necessary to verify the bidder's pref	reference under Act 17 and may erence.
	A. Name (Type)		B. Title	
	C. Signature (original signature required)		D. Date	
≥	Appre			
	A. Training Coordinator's Name:			
	C. Phone No.:	D. E-Mail:	E. Fa	Fax No:
>	Apprenticeship Program Sponsor's Certification			
	I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.	by knowledge. I understand that my willful misstatement or contacted and for them to disclose any information neces	if facts may cause forfeiture of the besary to verify the bidder's preference	dder's preference and may result a under Act 17.
	A. Name of Authorized Official		B. Title	
	C. Signature (original signature required)		D. Date	
*	Nome of Annual Contract of Annual Contractions of Annual Contraction	at a place Transfer and to be be to all all behaviors and some and and better	المستوادية والمتارية	

(Rev. 08/25/2010)

Name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.

FORM 2

MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

<u>_</u>	Contractor's Identifying Information		II. Reporting Period	
	A Legal Business Name:			D Voor:
			A. IVIOIIIII.	b. rear.
=	. Apprenticeship Program (Complete a separate form for each apprenticeship program in which workers are employed on the project.)	in which workers	are employed on the project.)	
	A. Contractor was a party to an apprenticeship program or programs with B. W. the following sponsor: (Give sponsor's name.)*	/as the contractor	Was the contractor a party to the program during the entire report month?	the <i>entire</i> report month?
	2.	Yes No	If NO, state applicable period and why (may be subject to sanctions.)	y (may be subject to sanctions.)
≥.	. Contractor's Certification			
	I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference.	lful misstatement of fa se any information ne	cts may cause forfeiture of the pref cessary to verify the bidder's prefer	ference under Act 17 and may ence.
	A. Name (Type)	100	B. Title	
	C. Signature (original signature required)		D. Date	
>	Apprenticeship Sponsor's Contact Information			
	A. Training Coordinator's Name:			
	B. Address:			
	C. Phone No.: D. E-Mail:		E. Fax No:	
;	. Apprenticeship Program Sponsor's Certification			
	l certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17.	Iful misstatement of fa	cts may cause forfeiture of the bidc	der's preference and may result under Act 17.
<u></u>				
	A. Name of Authorized Official	 ^m	B. Title	
	C. Signature (original signature required)		D. Date	
] {	Name of Assessationship Operation and Let Me a second of the first of Operation of the first of			

(Rev. 08/25/2010)

Name of Apprenticeship Sponsor must be the **same** as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website.



STATE OF HAWAII STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

	Legal Name of the company whose product is mined, excavated, produced, manufactured, ed or grown in the state of Hawaii	2. dba:			
	Requester:	2 Hawaii Ganaral F	Excise Tax Number:		
		S. Hawaii General E	xcise Tax Number.		
4.	Address	5. Email Address			
6	Contact Person				
	7. Phone				
	Submit one (1) form for each product. 8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):				
-					
9. (9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO,USDA, etc.) :				
10.	10. Product available on: □Oahu □ Maui □ Hawaii □ Lanai □ Kauai □ Molokai				
11.	Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or live	stock product raised,	grown, or harvested in	the state of Hawaii.	
12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the state of Hawaii.	Α	В	С	
	Fill in every line in column s A, B, & C	Hawaii Input	Non- Hawaii input	Total A + B	
а	Cost to mine, excavate, produce, manufacture, raise, or grow the materials in the state of Hawaii.	\$ per unit	\$ per unit	\$ per unit	
b	The added value of that portion of the cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$ per unit	\$ per unit	\$ per unit	
С	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the state of Hawaii	\$ per unit	\$ per unit	\$ per unit	
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the state of Hawaii used in the production or manufacturing of a product.	\$ per unit	\$ per unit	\$ per unit	
е	Totals	\$ per unit	\$ per unit	\$ per unit	
		(Add Column A)	(Add Column B)	(Add Colum C)	
13. Percent of Hawaii Input % (12e. Column A Total ÷ Column C Total) 14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, Hawaii products, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.					
	uld the procurement officer receiving a protest challenging the validity of the classification of sification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for l		uest an audit of the in	formation of the proper	
	e event of any change that materially alters the offeror's ability to supply the certified Hawaii produvorking days of knowing of the change and the parties shall enter into discussions for the purposes				
	mation submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shards; exception's to general rule.	III not disclose this for	m, pursuant to HRS §92	2F-13(3) on government	
I certify, under penalties set forth in HRS §103D-1002, on Hawaii products, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.					
	Signature of Authorized Representative: Date:				
GO\	Print Name of Authorized Representative:				
	APPROVED DISAPPROVED Procurement Officer Signature	Government Aç	gency		

Years 2021 and 2022

Holidays to be observed by the HAWAII STATE GOVERNMENT

www.dhrd.hawaii.gov

Website where State Holiday Schedule posted

Year 2021 HAWAII STATE HOLIDAYS

(Hawaii Rev. Statutes, Sec. 8-1) New Year's Day	Day Observed in 2021Jan. 1, Friday	Official Date Designated in Statute/Constitution The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 18 Monday	The third Monday in January
Presidents' Day	Feb. 15 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaole Day	Mar. 26 Friday	The twenty-sixth day in March
Good Friday	April 2 Friday	The Friday preceding Easter Sunday
Memorial Day	May 31 Monday	The last Monday in May
King Kamehameha I Day	June 11 Friday	The eleventh day in June
Independence Day	July 5 Monday	. The fourth day in July
Statehood Day	Aug. 20 Friday	The third Friday in August
Labor Day	Sept. 6 Monday	The first Monday in September
Veterans' Day	Nov 11 Thursday	The eleventh day in November
Thanksgiving	Nov. 25 Thursday	The fourth Thursday in November
Christmas	Dec. 24 Friday	The twenty-fifth day in December

Year 2022 HAWAII STATE HOLIDAYS

(Hawaii Rev. Statutes, Sec. 8-1) New Year's Day	Day Observed in 2022 Dec. 31 Friday	Official Date Designated in Statute/Constitution The first day in January
Dr. Martin Luther King, Jr. Day	Jan. 17 Monday	The third Monday in January
Presidents' Day	Feb. 21 Monday	The third Monday in February
Prince Jonah Kuhio Kalanianaole Day	Mar. 25 Friday	The twenty-sixth day in March
Good Friday	April 15 Friday	The Friday preceding Easter Sunday
Memorial Day	May 30 Monday	The last Monday in May
King Kamehameha I Day	June 10 Friday	. The eleventh day in June
Independence Day	July 4 Monday	. The fourth day in July
Statehood Day	Aug. 19 Friday	The third Friday in August
Labor Day	Sept. 5 Monday	The first Monday in September
General Election Day Monday of even numbered ye.		The first Tuesday in Nov. following the first ion, Article 2 – Section)
Veterans' Day	Nov. 11 Friday	. The eleventh day in November
Thanksgiving	Nov. 24 Thursday	The fourth Thursday in November
Christmas	Dec. 26 Monday	The twenty-fifth day in December

FOOTNOTES: For use solely by State government agencies. Federal government and local banking holidays may differ. For State agencies that operate on other than Monday-Friday 7:45 AM to 4:30 PM schedules, also refer to appropriate collective bargaining agreements. Created by the Department of Human Resources Development 1/07/2020 subject to change.

State of Hawaiʻi DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS Princess Ruth Keʻelikolani Building 830 Punchbowl Street Honolulu, Hawaiʻi 96813

September 20, 2021 WAGE RATE SCHEDULE BULLETIN NO. 500

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

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

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

Questions on the schedules should be referred to the Wage Standards Division at $(808)\ 586-8777$.

The next regular schedule will be issued on or about February $15,\,2022.$

ANNE EUSTAQUIO Director



STATE OF HAWAI'I DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS ANNE EUSTAQUIO, Director JOANN A. VIDINHAR, Deputy Director

WAGE STANDARDS DIVISION SHERYL LEE, Administrator

TECHNICAL SUPPORT AND SERVICES Mari Imamura, Staff Specialist

INTAKE CERTIFICATION BRANCH Justin Tanouye, Chief

In Consultation with Janet Kaya

	-	Current			2021			2022		<u> </u>	2023		1
	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Remarks
Classification	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	See
	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Pg 6-8
* ASPHALT PAVING GROUP:	9/20/21												
Asphalt Concrete Material Transfer	\$82.49	\$48.12	\$34.37		-	-	-	-	-	-	-	-	13
Asphalt Raker	\$81.53	\$47.16	\$34.37	-	-	-	-	-	-	-	-	-	13
Asphalt Spreader Operator	\$83.01	\$48.64	\$34.37	-	-	-	-	-	-	-	-	-	13
Laborer, Hand Roller	\$78.76	\$44.39	\$34.37	-	-	-	-	-	-	-	-		13
Roller Operator (5 tons and under)	\$81.26	\$46.89	\$34.37	- 1	- 1	-	-	-	-	-	-		13
Roller Operator (over 5 tons)	\$82.69	\$48.32	\$34.37	-	-	-	-	-	-	-	-	-	13
Screed Person	\$82.49	\$48.12	\$34.37	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$81.53	\$47.16	\$34.37	-	-	_	-	-	-	-	-		13
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$80.55	\$46.18	\$34.37	-	-	-	-	-	-	-	-		13
Concrete saws and/or Grinder (self-propelled unit on		i											
streets, highways, airports and canals)	\$82.49	\$48.12	\$34.37	-	-	-	-	-	-	-	-	-	13
Grader, Soil Stabilizer, Cold Planer	\$83.32	\$48.95	\$34.37	-	-	-	-	-	- 1	-	-	-	13
Loader (2-1/2 cu. yds. and under)	\$82.49	\$48.12	\$34.37	-	-	-	-	-	-	-	-	-	13
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$82.81	\$48.44	\$34.37	- 1	-	-	-	-	- 1	-	-	-	13
TRUCK DRIVER:													
Assistant to Engineer	\$81.26	\$46.89	\$34.37	-	-	-	-	-	-	-	-	-	13
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$82.81	\$48.44	\$34.37	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$82.49	\$48.12	\$34.37		-		-	-	-	-	-	-	13
Slip-in or Pup	\$82.81	\$48.44	\$34.37	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck													11
(8 cu. yds. & under, water level)	\$81.53	\$47.16	\$34.37	-	-	- 1	- 1	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck													
(over 8 cu. yds., water level)	\$81.84	\$47.47	\$34.37		-	-		-		-	-	-	13
Tractor Trailer (hauling equipment)	\$82.92	\$48.55	\$34.37	_	_	_	_	_		_		-	13
Utility, Flatbed	\$81.26	\$46.89	\$34.37	-	-	-	-	-	-	-	-	-	13
BOILERMAKER	9/20/21												
Political Control of the Control of	\$68.83	\$37.25	\$31.58	-	-	-	-	-	-	-	-	-	13
CARPENTER:	9/20/21						9/5/22			9/4/23			
Carpenter; Patent Scaffold Erector (14 feet and over);	- 5/20/21						576122			5. (1.25			1
Piledriver; Pneumatic Nailer	\$76.09	\$51.25	\$24.84	_	_	_	\$77.84	\$52.00	\$25.84	\$79.84	\$53.00	\$26.84	1.12.13
Millwright	\$76.34	\$51.50	\$24.84				\$78.09	\$52.25	\$25.84	\$80.09	\$53.25	\$26.84	1,12,13
Power Saw Operator (2 h.p. & above)	\$76.24	\$51.40	\$24.84			_	\$77.99	\$52.15	\$25.84	\$79.99	\$53,15	\$26.84	1,12,13
Power daw Operator (2 11.p. & above)	370.24	331.40	924.04	_	-	_	\$77.55	3	020.04	Q 10.00	\$50.10	QL 0.01	1,12,10
CEMENT FINISHER:	9/20/21						9/5/22			9/4/23			
Cement Finisher; Curb Setter; Precast Panel Setter;													
Manhole Builder	\$75.58	\$42.60	\$32.98	-	-	-	\$77.06	\$43.33	\$33.73	\$78.45	\$44.12	\$34.33	2,13
Trowel Machine Operator	\$75.73	\$42.75	\$32.98	-	-	-	\$77.21	\$43.48	\$33.73	\$78.60	\$44.27	\$34.33	2,13
CHAIN-LINK FENCE ERECTOR	10/4/20			10/3/21			10/2/22			10/1/23			\parallel
Oversity Entry Eliterion	\$42.45	\$25,50	\$16.95	\$43.90	\$26.25	\$17.65	\$45.35	\$27.00	\$18.35	\$46.80	\$27.75	\$19.05	10,13

							III					7	
	<u> </u>	Current			2021			2022					
	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing		-	Remarks
Classification	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	See
	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Pg 6-8
CHLORINATOR	9/16/19												
	\$28.84	\$28.84		-	-	-	-	-		-	-	-	
* DIVER:	9/20/21	\$61.83	000.04	<u> </u>									13
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$95.64 \$105.01	\$61.83	\$33.81	-	-		-	-		-	-	-	13
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet		\$52.45	\$33.81	-	-	-	- 1	-	-	- 1	•	-	13
Stand-By Diver (Aqua Lung) (Scuba)	\$86.26		\$33.81	-	-	-	-	-	-	-	-	-	3.13
Diver (Other than Aqua Lung)	\$105.01 \$86.26	\$71.20 \$52.45	\$33.81	-	-	-	-	-	-	-	•	-	3,13
Stand-By Diver (Other than Aqua Lung)	\$83.23	\$52.45 \$49.42	\$33.81	-	-	-			-	-	-	-	13
Tender (Other than Aqua Lung)	\$65.25	\$49.42	\$33.81	-	-	-	-	-	•	_	•	-	13
DRAPERY INSTALLER	9/16/19												
	\$33.11	\$31.00	\$2.11	-	-	-	-	-	-	-	-	-	
* DRYWALL INSTALLER	9/20/21						9/5/22			9/4/23			
	\$76.34	\$51.50	\$24.84	-	-	-	\$78.09	\$52.25	\$25.84	\$80.09	\$53.25	\$26.84	12,13
E	 						419/99			1/1/23			
DRYWALL TAPERS/FINISHERS	1/3/21	010.10	201.05				1/2/22	\$43.85	\$32.65	\$78.25	\$44.60	\$33.65	
	\$74.75	\$43.10	\$31.65	-	-	-	\$76.50	\$43.85	\$32.00	\$18.25	\$44.60	\$33.03	
ELECTRICIAN	9/21/20												<u></u>
Cable Splicer (inside/outside)	\$87.87	\$ 56.71	\$31.16	-	-	-	-	-	-	-	-	-	4,13
Ground Worker (outside)	\$64.29	\$38.66	\$25.63	-	-	-	- 1	-	-	-	-	-	4,13
Heavy Equipment Operator (outside)	\$74.40	\$46.40	\$28.00	- 1	-	-		-	-	-	-	-	4,13
Line Installer (outside); Wire Installer (inside)	\$81.13	\$51.55	\$29.58	-	-	-	- 1	-	-	-	-	-	4,13
Telecommunication Worker	8/22/21						8/21/22						
Licensed Technician	\$46.82	\$33.69	\$13,13	-	-		\$48.63	\$34.94	\$13.69	-	-	-	13
Technician I / Splicer	\$44.85	\$32.01	\$12.84			-	\$46.57	\$33.19	\$13.38	-	-	-	13
ELEVATOR CONSTRUCTOR MECHANIC	2/15/21												l
ELEVATOR CONSTRUCTOR MECHANIC	\$99.005	\$63,18	\$35.825			-							13
		400.10	000.020										
* EQUIPMENT OPERATOR:	9/20/21												
Group 1	\$80.95	\$47.14	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 2	\$81.06	\$47.25	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 3	\$81.23	\$47.42	\$33.81	-	-	-	-		-	-	-	-	5,13
Group 4	\$81.50	\$47.69	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 5	\$81.81	\$48.00	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 6	\$82.46	\$48.65	\$33.81	-	-	-	-	-	-		-	-	5,13
Group 7	\$82.78	\$48.97	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 8	\$82.89	\$49.08	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 9	\$83.00	\$49.19	\$33.81	-	-	•	-	-	-	- 1	•	-	5,13
Group 9A	\$83.23	\$49.42	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 10	\$83.29	\$49.48	\$33.81	-	-	-	- 1	-	-	-	-	-	5,13
Group 10A	\$83.44	\$49.63	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 11	\$83.59	\$49.78	\$33.81	-	-	-	-	-	-	-	-	-	5,13
Group 12	\$83.95	\$50.14	\$33.81	-	-	-	-		-	-	-	-	5,13
Group 12A	\$84.31	\$50.50	\$33.81	<u> </u>	-	-	-		-	-	-	-	5,13

	l1	Current		1	2021			2022			2023		11
							<u> </u>			<u> </u>			
	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Remarks
Classification	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	See
	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Pg 6-8
FENCE ERECTOR (CHAIN-LINK TYPE)													
See Chain-Link Fence Erector	-	-	-	-	-	-	-	-	-			-	
*FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	9/20/21	-					2/27/22			3/5/23			1
	\$69.84	\$37.77	\$32.07	-	-	-	\$72.08	\$38.77	\$33.31	\$73.57	\$39.77	\$33.80	12,13
* GLAZIER	9/20/21												-
Land Control of the C	\$76.68	\$40.50	\$36.18	-	-	-	-	-	-	-	-	-	6,13
HELICOPTER WORK:	9/20/21												
Airborne Hoist Operator	\$84.81	\$51.00	\$33.81	-	-	-	- 1	-	-	-	-	-	13
Co-Pilot	\$84.95	\$51.14	\$33.81	-	-	-		-	-	-	-	-	13
Pilot	\$85.12	\$51.31	\$33.81	-	-	-		-	-	-	-	-	13
INSULATOR	9/20/21						9/4/22			9/3/23	-		1
	\$69.05	\$42.80	\$26.25	-	-	-	\$70.90	\$43.80	\$27.10	\$72.70	\$44.80	\$27.90	7,13
IRONWORKER:	9/20/21												
Reinforcing, Structural	\$81.70	\$43.50	\$38.20	-		-	•	-	-	-	-	-	8,13
LABORER:	8/30/21						9/5/22			9/4/23			
Driller	\$63.84	\$40.35	\$23.49	-	-	-	\$65.25	\$41.00	\$24.25	\$66.46	\$41.45	\$25.01	1,13
Gunite Operator or Shotcrete Operator	\$63.34	\$39.85	\$23.49	-	-	-	\$64.75	\$40.50	\$24.25	\$66.16	\$41.15	\$25.01	1,13
High Scaler (Working Suspended)	\$63.34	\$39.85	\$23,49		-		\$64.75	\$40.50	\$24.25	\$66.16	\$41.15	\$25.01	13
Laborer I	\$62.84	\$39.35	\$23,49			-	\$64.25	\$40,00	\$24.25	\$65.66	\$40.65	\$25,01	1,13
Laborer II	\$60.24	\$36.75	\$23.49		-	-	\$61.65	\$37.40	\$24.25	\$63,06	\$38.05	\$25.01	1,13
Light/Final Clean-up (Janitorial) Laborer	\$48,92	\$30.05	\$18.87				\$50.02	\$30,45	\$19.57	\$51.12	\$30.85	\$20.27	1,13
Mason Tender/Hod Carrier	\$63.34	\$39.85	\$23.49	_	_		\$64.75	\$40.50	\$24.25	\$66,16	\$41.15	\$25.01	1,13
Powder Blaster	\$63,84	\$40.35	\$23,49			_	\$65.25	\$41.00	\$24.25	\$66,66	\$41.65	\$25.01	1,13
Window Washer (Outside) (On bosun's chair,	\$05,04	340,55	\$25,45			· .	\$05.25	341.00	324.23	300.00	41.00	Ψ25.01	1,10
cable-suspended scaffold or work platform)	\$62.34	\$38.85	\$23.49	-	-	-	\$63.75	\$39.50	\$24.25	\$65.16	\$40.15	\$25.01	13
LANDSCAPER:	8/30/21						9/5/22		-	9/4/23			
Landscape & Irrigation Laborer A	\$41.80	\$26.75	\$15.05	-	-	-	\$43.05	\$27.25	\$15.80	\$44.30	\$27.85	\$16.45	
Landscape & Irrigation Laborer B	\$42.80	\$27.75	\$15.05	- 1	-	-	\$44.05	\$28.25	\$15.80	\$45.30	\$28.85	\$16,45	1
Landscape & Irrigation Maintenance Laborer	\$36.95	\$21.90	\$15.05	-	-	-	\$37.95	\$22.15	\$15.80	\$39.00	\$22.55	\$16.45	
LATHER	9/20/21						9/5/22			9/4/23			
	\$76.34	\$51.50	\$24.84	-	-	-	\$78.09	\$52.25	\$25.84	\$80.09	\$53.25	\$26.84	12,13
MASON; Bricklayer;	9/20/21						9/5/22			9/4/23			
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$76.74	\$46.46	\$30.28	-	-	-	\$78.27	\$47.24	\$31.03	\$79.66	\$48.03	\$31.63	2,12,13
Pointer-Caulker-Weatherproofer	\$76.99	\$46.71	\$30.28	-	-	-	\$78.52	\$47.49	\$31.03	\$79.91	\$48.28	\$31.63	
PAINTER:	7/1/21			<u> </u>									
Painter; Spray Painter; Sandblaster or Waterblaster;	\$68.99	\$38.90	\$30.09	-	-		-	-	-	-	-	-	1
Thermoplastic Striper; Paper Hanger	1			1			li l			1			1

		Current		T T	2021			2022			2023		
<u> </u>	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Prevailing	Basic	Fringe	Remarks
Classification	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	Wage	Hourly	Hourly	See
	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Total	Rate	Rate	Pg 6-8
* PLASTERER:	9/20/21						9/5/22			9/4/23			
	\$77.19	\$44.21	\$32.98	-	-	-	\$78.73	\$45.00	\$33.73	\$80.15	\$45.82	\$34.33	2,13
	-												
* PLUMBER: (Note: 2 increases in 2022 & 2023)	9/20/21	\$40.0E	000.40				1/2/22 \$75.80	\$47.10	\$28.70	1/1/23 \$77.90	\$48.60	\$29,30	9.13
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$74.75	\$46.35	\$28.40	-	-	-	\$75.80	\$47.10	\$28.70	\$77.90	\$48.60	\$29.30	9,13
All Conditioning Fitter, Opinicer Fitter, Occarning	 						7/3/22			7/2/23			
Plumber; Pipefitter; Refrigeration Fitter, Heating &	-			-	-	-	\$76.90	\$47.85	\$29.05	\$79.10	\$49.35	\$29.75	9.13
Air Conditioning Fitter; Sprinkler Fitter, Steamfitter													
* ROOFER:	9/20/21												
Shingle, Tile, Built-up Roofing	\$63.30	\$42.55	\$20.75	-	-	-	-	-	-	-	-	-	
Coal Tar Pitch	\$105.85	\$85,10	\$20.75	-	-	-	- 1		-	-	-	-	
Market Control of the	ļ												
SANDBLASTER OR WATERBLASTER:													ļ
Use wages of craft to which sand or water blasting is incidental.													
													ļ
* SHEETMETAL WORKER:	8/29/21						2/27/22			3/5/23			
(Note: 2 increases for 2022 & 2023)	\$75.95	\$45.63	\$30.32	-	-	-	\$76.86	\$46.22	\$30.64	\$78.73	\$47.37	\$31.36	13
							9/4/22			9/23/23			
	-	-	-	<u> </u>	-	-	\$77.76	\$46.78	\$30.98	\$79.78	\$47.95	\$31.83	12,13
	-												l
TERMITE TREATER	9/16/19	212.00	A4 00										
	\$20.53	\$18.60	\$1.93	-	-	-	-	-	-	-	-	-	
* TERRAZZO:	9/20/21						9/5/22			9/4/23			
Terrazzo Setter	\$76.82	\$44.40	\$32.42	-	-	-	\$78.40	\$45.30	\$33.10	\$79.90	\$46.20	\$33.70	2,12,13
Terrazzo Base Grinder	\$75.01	\$42.59	\$32.42	- 1	-	-	\$76.59	\$43.49	\$33.10	\$78.09	\$44.39	\$33.70	
Certified Terrazzo Floor Grinder and Tender	\$73.46	\$41.04	\$32.42	-	-	-	\$75.04	\$41.94	\$33.10	\$76.54	\$42.84	\$33.70	
Terrazzo Floor Grinder	\$70.46	\$38.04	\$32.42	- 1	-	-	\$72.04	\$38.94	\$33.10	\$73.54	\$39.84	\$33.70	2,12,13
* TILE SETTER:	9/20/21						9/5/22			9/4/23			
Ceramic Hard Tile; Marble Setter	\$76.82	\$44.40	\$32.42	-	-	-	\$78.40	\$45.30	\$33.10	\$79.90	\$46.20	\$33.70	
Certified Ceramic Tile & Marble Helper	\$73.46	\$41.04	\$32.42		-	-	\$75.04	\$41.94	\$33.10	\$76.54	\$42.84	\$33.70	2,12,13
TRUCK DRIVER:	9/16/19												
Concrete Mixer	\$36.37	\$30.95	\$5.42	-	-		-	-	-	-	-	-	
Concrete Mixer/Booster	\$48.63	\$34.53	\$14.10		-	-	-	-	-	- 1	-	-	
													ļ
* Dump Truck, 8 cu. yds. & under (water level);	9/20/21 \$81.50	\$47,69	\$33.81				ļ			1			13
Water Truck (up to & including 2,000 gallons) * Flatbed, Utility, etc.	\$81.23	\$47.69	\$33.81	-		_	[-		-	-	13
* End Dump, Unlicensed (Euclid, Mack, Caterpillar, or	301.23	347.42	333,01	-	-			-	_		-		
similar); Tractor Trailer (hauling equipment)	\$82.89	\$49.08	\$33,81	_	_		-	-	-	_		-	13
* Semi-Trailer, Rock Cans, or Semi-Dump	\$82.46	\$48.65	\$33.81	-	-	-		-	-	-		-	13
* Slip-in or Pup	\$82.78	\$48.97	\$33.81	-	-	-	-	-	-] - [-	13
 Tandem Dump Truck, over 8 cu. yds. (water level); 													
* Water Truck (over 2,000 gallons)	\$81.81	\$48.00	\$33.81						-		-	•	13

		Current 2002 2004 2002 2002							_				
		Current			2021			2022			2023		
Classification	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Prevailing Wage Total	Basic Hourly Rate	Fringe Hourly Rate	Remarks See Pg 6-8
*[UNDERGROUND LABORER:	8/30/21						9/5/22			9/4/23			
	8/30/21					 	9/3/22			914123			-
Worker in a raise, shaft, or tunnel. Group 1	\$63.44	\$39.95	\$23.49		_		\$64.85	\$40.60	\$24.25	\$66.26	\$41.25	\$25.01	13
•		\$41.45	\$23.49		-	-	\$66,35	\$40.60	\$24.25	\$67.76	\$42.75	\$25.01	13
Group 2	\$64.94			1 -	-	-	\$66.85	\$42.10	\$24.25 \$24.25	\$68.26	\$42.75	\$25.01	13
Group 3	\$65.44	\$41.95	\$23.49	-	-	-	0						
Group 4	\$66.44	\$42.95	\$23,49	-	-	-	\$67.85	\$43.60	\$24.25	\$69.26	\$44.25	\$25.01	13
Group 5	\$66.69	\$43.20	\$23.49	- 1	-	-	\$68.10	\$43.85	\$24.25	\$69.51	\$44.50	\$25.01	13
Group 6	\$66.79	\$43.30	\$23,49	-	-	-	\$68.20	\$43.95	\$24.25	\$69.61	\$44.60	\$25.01	13
Group 7	\$67.04	\$43.55	\$23,49	-	-	-	\$68.45	\$44.20	\$24.25	\$69.86	\$44.85	\$25.01	13
Group 8	\$67.49	\$44.00	\$23.49	-	-	-	\$68.90	\$44.65	\$24.25	\$70.31	\$45.30	\$25.01	13
* WATER FRONT CONSTRUCTION (DREDGING):	9/20/21					<u> </u>							
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$83.95	\$50.14	\$33.81	-	-	l -	- 1	-	-	-	-	-	11,13
Mechanic; Welder; Watch Engineer	\$83,29	\$49,48	\$33.81	l - i	-			-	-	-	-	-	13
Deckmate; Bargemate	\$82.89	\$49.08	\$33.81	_	-			-	-	-	-	-	13
Fire Person; Oiler; Deckhand; Barge Worker	\$81,23	\$47,42	\$33,81	_	-				-	-	-	_	13
HYDRAULIC SUCTION DREDGES:			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			l							
Lever Operator	\$83.59	\$49.78	\$33,81		_		_		_	-		_	13
Mechanic; Welder	\$83.29	\$49.48	\$33.81		_	l .	_	_	_	_	_	_	13
Watch Engineer (steam or electric)	\$83.44	\$49.63	\$33.81		_	l _	_	_	_		_	_	13
Dozer Operator	\$83.23	\$49.42	\$33.81	_		l _		_	_	_		_	13
Deckmate	\$82.89	\$49.08	\$33.81		_	1 [13
Winch Operator (stern winch on dredge)	\$82.78	\$48.97	\$33.81		-	l -							13
Fire Person; Oiler; Deckhand (can operate anchor	302.70	\$40.57	933.01	·	-	-	-						10
scow under direction of deckmate); Levee Operator	\$81.23	\$47,42	\$33.81						_	_			13
DERRICKS:	\$01.23	347.42	333.01	·	-	-	-	-	-	-	_	-	13
	600.05	\$50,14	\$33.81										13
Operator: Derrick, Piledriver, Crane	\$83.95			-	-	-	- 1	-	-	•		-	13
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$82.89	\$49.08	\$33.81	-	-	-	-	-	-	-	-	•	
Saurman Type Dragline (over 5 cu. yds.)	\$83.29	\$49.48	\$33.81	-	-	-	-	-	-	-	-	-	13 13
Fire Person; Oiler; Deckhand	\$81.23	\$47.42	\$33.81	-	•	-	-	-	-	-	-	•	13
BOAT OPERATORS:													
Master Boat Operator	\$83.59	\$49.78	\$33.81	-	-	-	-	-	-	-	-	-	13
Boat Operator	\$83.44	\$49.63	\$33.81	-	-	-	-	-	-	-	-	-	13
Boat Deckhand	\$81.23	\$47.42	\$33,81		•	-	-	-	-	-	-	-	13
WATER WELL DRILLER:	9/16/19												
Water Well Driller	\$46.40	\$35.00	\$11.40		•		-	-	-	-	-	-	
Water Well Driller Helper	\$32.38	\$22.00	\$10.38		-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark.													10
	0/40/40						ļ						<u> </u>
WINDOW FILM INSTALLER	9/16/19		40										<u> </u>
	\$23.38	\$22.62	\$0.76	-	-	-	-	-	-	-	-	-	ll .

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

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

REMARKS:

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

\$1.50 per foot in excess of 50 feet 100 feet to 150 feet \$100.00 plus \$2.00 per foot in excess of 100 feet

150 feet to 200 feet \$200.00 plus \$3.00 per foot in excess of 150 feet When it is necessary for a Diver to enter any pipe, tunnel or other enclosure, the said Diver shall, in addition to the hourly rate, receive a premium in accordance with the following schedule for distance traveled from the entrance of the pipe, tunnel or other enclosure:

1) When able to stand erect, but in which there is no vertical ascent:

5 feet to 50 feet \$5.00 per day 50 feet to 100 feet \$7.50 per day 100 feet to 150 feet \$12.50 per day

The premium shall be increased an additional \$7.50 for each succeeding 50 feet. Greater than 150 feet

2) When unable to stand erect and in which there is no vertical ascent:

5 feet to 50 feet \$5.00 per day \$7.50 per day \$12.50 per day 50 feet to 100 feet 100 feet to 150 feet \$36.75 per day 150 feet to 200 feet 200 feet to 300 feet \$1.00 per foot 300 feet to 450 feet \$1.50 per foot \$2.50 per foot 450 feet to 600 feet

4. Electrician:

- One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other
- B. Double the straight-time rate shall be paid for the following types of hazardous work regardless if fall prevention devices are used:
 - 1) While working from poles, trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet; Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or

 - Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
- C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.

REMARKS.

Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
- In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 - A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
 - A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
- D.
- In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.

 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.
- Glazier: \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
- Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
- Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
- Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
- Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
- Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet. 11.
- Possible wage/fringe option increases:

Carpenter, Drywall Installer, Lather: Effective WRS 9/5/22 - \$0.50; 9/4/23 - \$0.50

Floor Layer: Effective WRS: 3/5/23 - \$0.29

Mason; Bricklayer, Cement Blocklayer; Stone Mason; Precast Sill Setter Pointer-Caulker-Weatherproofer: Effective WRS: 9/5/22 - \$0.30; 9/4/23 - \$0.30

Sheetmetal Worker: Effective WRS 9/23/23 - \$0.30 Terrazzo, Tile Setter: Effective WRS: 9/5/22 - \$0.30; 9/4/23 - \$0.10

REMARKS:

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

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

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

Plumber: Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kámehameha Day, Independence Day, Labor Day, Veteran's

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

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

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

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

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

Carpenter (Includes all classifications in the Carpenters Master Agreement)

Cement Finisher

Chain Link Fence Erector Drywall Installer

Insulator

Laborer

Lather

Mason

Plasterer

Tile Setter

Underground Laborer

					BASI	с ноц	JRLY	RATE				FRINGE BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	Pg 8-9
* BOILERMAKER	1000	\$26.08	\$27.94	\$29.80	\$31.67	\$33.53	\$35.39					\$31.58	10
* CARPENTER													
Indentured After 9/1/02	1000	\$20.50										\$8.67	1,10
и	1000		\$23.06									\$12.99	1,10
н	1000			\$25.63	\$30.75							\$18.34	1,10
#	1000					\$35.88	\$41.00					\$20.34	1,10
u	1000							\$46.13	\$48.69			\$22.34	1,10
* CEMENT FINISHER	***************************************												
Indentured Prior to 9/1/03	1000	\$21.30										\$11.47	2,10
n	1000		\$23.43	\$25.56	\$29.82	\$31.95	\$34.08	\$36.21	\$38.34			\$32.98	2,10
Indentured On or After 9/1/03	1000	\$21.30	\$23.43	\$25.56	\$29.82	\$31.95	\$34.08	\$36.21	\$38.34			\$21.38	2,10
* CONSTRUCTION EQUIPMENT OPERATOR													
Indentured On or After 9/1/02	1000	\$24.71										\$9.25	3,10
	1000		\$27.18									\$20.62	3,10
"	1000			\$29.65	#0.4.F0							\$21.65 \$23.72	3,10
	1000 1000				\$34.59	\$39.54						\$25.78	3,10 3,10
u	1000					Ф39.3 4	\$44.48					\$27.86	3,10
* DRYWALL INSTALLER													
Indentured After 9/1/02	1000	\$20.60										\$8.67	10
н	1000		\$23.18								Ì	\$12.99	10
n	1000			\$25.75	\$30.90							\$18.34	10
n 11	1000					\$36.05	\$41.20					\$20.34	10
	1000							\$46.35	\$48.93			\$22.34	10
DRYWALL TAPERS/FINISHERS	1000	\$17.24	\$19.40	\$21.55	\$23.71							\$12.45	
	1000					\$25.86	000.00					\$14.45	
	1000 1000						\$28.02	\$32.33	\$36.64			\$14.95 \$17.45	
(Eff	,,,,,							402.00	400.04				
(Effective: 1/2/22) * DRYWALL TAPERS/FINISHERS	1000	\$17.54	\$19.73	\$21.93	\$24.12							\$13.00	
DIVITION IN GROWING	1000	Ψ17.03	Ψ10.70	Ψ2,1,55	Ψ	\$26.31					İ	\$15.00	
	1000						\$28.50					\$15.50	
	1000							\$32.89	\$37.27		l	\$18.00	l

				-	BASI	с ног		RATE				FRINGE BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	Pg 8-9
	nis	150	2110	Siu	4111	501	Olli	7.01	Olli	501	10111	Total	
ELECTRICIAN (WIRE & LINE INSTALLER)	1000	\$18.04										\$10.18	10
0 0	1000	φ10.U4	\$20.62									\$10.16	10
u u	1000		Ψ20.02	\$23.20								\$17.46	4.10
11	1000			420.20	\$25.78							\$18.56	4,10
n n	1000					\$28.35						\$19.66	4,10
11	1000						\$30.93					\$20.77	4,10
n a	1000							\$33.51				\$21.87	4,10
" "	1000								\$36.09			\$22.97	4,10
" "	1000									\$41.24		\$25.17	4,10
11	1000										\$46.40	\$27.38	4,10
ELEVATOR CONSTRUCTOR													
u .	850	\$31.59										-	10
rr and a second	850		\$34.75									\$35.825	10
a a	1700			\$41.07	\$44.23	\$50.54						\$35.825	10
* FLOOR LAYER													
Indentured after 2/27/94	1000	\$17.00	\$18.89									\$20.20	10
W D	1000			\$20.77	\$22.66							\$25.70	10
n n	1000					\$24.55	\$26.44	\$30.22	\$33.99			\$31.82	10
(Effective: 2/27/22)													
* FLOOR LAYER													
Indentured after 2/27/94	1000	\$17.45	\$19.39									\$20.84	10
11 H	1000			\$21.32	\$23.26							\$26.69	10
и н	1000					\$25.20	\$27.14	\$31.02	\$34.89			\$32.81	10
* GLAZIER													
Indentured On or After 7/1/99	1000	\$18.23										\$33.54	5,10
n	1000		\$20.25									\$33.78	5,10
u .	1000			\$22.28								\$34.02	5,10
u .	1000				\$24.30							\$34.26	5,10
ti	1000					\$28.35						\$34.74	5,10
"	1000						\$30.38	****				\$34.98	5,10
"	1000							\$32.40	204.7-			\$35.22	5,10
	1000								\$34.43	600.45		\$35.46	5,10
U	1000									\$36.45	\$38.48	\$35.70 \$35.94	5,10 5,10
	1000	1			<u> </u>						φυυ.40	1 900.34	3,10

					BASI	с ног	JRLY	RATE				FRINGE BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	Pg 8-9
* HEAVY DUTY REPAIRER & WELDER	1110		Ling	0.0	101		3	7.11			1		
Indentured on or after 9/1/02	1000	\$24.71										\$9.25	3,10
U .	1000		\$27.18									\$20.62	3,10
**	1000			\$29.65								\$21.65	3,10
TI .	1000				\$34.59							\$23.72	3,10
tt.	1000					\$39.54						\$25.78	3,10
tt.	1000						\$42.01					\$26.82	3,10
tt	1000							\$44.48				\$27.86	3,10
n	1000								\$46.95			\$28.89	3,10
* INSULATOR													
Indentured After 5/3/95	2000	\$21.40					i					\$8.50	6,10
n .	2000		\$21.40									\$19.76	6,10
п	2000			\$25.68			ŀ			•		\$20.10	6,10
п	2000			·	\$29.96							\$20.45	6,10
n	2000					\$34.24						\$20.79	6,10
* IRONWORKER (REINFORCING & STRUCTURAL)						····							
Indentured After 10/31/93	1000	\$21.75										\$32.08	7,10
11	1000		\$23.92									\$32.69	7,10
11	1000			\$26.10								\$33.30	7,10
н	1000				\$30.45							\$34.52	7,10
W	1000					\$34.80				ŀ	1	\$35.74	7,10
a .	1000						\$39.15					\$36,98	7,10
LABORER I				·									
CONSTRUCTION CRAFT													
Indentured On or After 9/3/02	1000	\$19.68										\$9.60	1,10
u	1000		\$23.61	\$27.55	\$31.48							\$17.50	1,10
HAZARDOUS WASTE MATERIAL TECHNICIAN													
n	1000	\$19.68										\$8.35	1,10
н	1000	* 12.27	\$23.61	\$27.55	\$31.48							\$15.75	1,10
LANDSCAPER	1000	\$17.39										\$8.25	
LANDSCAPER	- 1	\$17.39			*** **							1	
•	1000		\$18.73	\$20.06	\$21.40							\$12.65	

				journeywork								FRINGE	1
					BASI	с ног	JRLY	RATE				BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	4-1	01	3rd	415	Cit	Cth	7th	8th	9th	10th	Total	Pg 8-9
	Hrs	1st	2nd	3ra	4th	5th	6th	710	OUI	901	10(11	Total	
* MASON													
BRICKLAYER													
Indentured prior to 9/1/03	1000	\$23.23										\$10.92	2,10
Ħ	1000		\$25.55	\$27.88	\$32.52	\$34.85	\$37.17	\$39.49	\$41.81			\$30.28	2,10
Indentured On or After 9/1/03	1000	\$23.23	\$25.55	\$27.88	\$32.52	\$34.85	\$37.17	\$39.49	\$41.81			\$21.23	2,10
STONE MASON													
Indentured On or After 9/1/03	1000	\$25.55	\$27.88	\$30.20	\$32.52	\$34.85	\$37.17	\$39.49	\$41.81			\$21.23	2,10
POINTER-CAULKER-WEATHERPROOFER													
Indentured On or After 9/1/03	1000	\$23.36	\$25.69	\$28.03	\$32.70	\$37.37	\$42.04					\$21.23	2,10
* MILLWRIGHT													
Indentured After 10/14/19	1000	\$20.60	***									\$8.67	10 10
	1000 1000		\$23.18	\$25.75	\$30.90							\$12.99 \$18.34	10
	1000			\$20.70	Ψ00.50	\$36.05	\$41.20					\$20.34	10
	1000							\$46.35	\$48.93			\$22.34	10
PAINTER	1000	\$17.51						:				\$9.50	
PAINTER "	1000	\$17.51	\$19.45	\$21.40	\$23.34	\$25.29						\$13.00	
II.	1000		* (-) (-	*	****	*	\$27.23					\$14.00	
II	1000							\$29.18	\$33.07			\$14.75	
* PAVING EQUIPMENT OPERATOR	1000	\$26.47										\$9.25	10
	1000		\$33.68									\$21.07	10
u	1000			\$38.50								\$24.30	10
·	1000				\$43.31							\$28.60	10
* PLASTERER													
Indentured On or After 9/1/03	1000	\$17.68	\$19.89	\$22.11	\$24.32	\$26.53	\$30.95	\$35.37	\$39.79			\$21.38	2,10

					BASI	с ноц	JRLY	RATE				FRINGE BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	Pg 8-9
	1115	131	2110	Jiu	4111	3111	Otti	701	0111	500	1001	Total	
(Effective 9/20/21) * PLUMBER:													
	DATION												
PLUMBER; FIRE SPRINKLER FITTER; REFRIGE	RATION												
AIR CONDITIONING; STEAMFITTER-WELDER	4000	240.00										640.07	0.40
Indentured On or After 9/2/85	1000	\$18.63										\$12.07	8,10
n	1000		\$18.63									\$12.12	8,10
"	1000			\$22.02								\$14.88	8,10
	1000				\$22.02							\$14.88	8,10
"	1000					\$25.49						\$15.63	8,10
II	1000						\$27.81					\$15.63	8,10
11	1000							\$30.13				\$16.59	8,10
п	1000								\$32.45			\$16.59	8,10
н	1000									\$34.76		\$17.28	8,10
11	1000										\$37.08	\$17.28	8,10
(Effective 1/2/22)													
* PLUMBER:		-											
PLUMBER; FIRE SPRINKLER FITTER; REFRIGE AIR CONDITIONING; STEAMFITTER-WELDER	RATION												
Indentured On or After 9/2/85	1000	\$18.93										\$12.07	8,10
n.	1000		\$18.93									\$12.12	8,10
ш	1000			\$22.37								\$14.88	8,10
u .	1000				\$22.37							\$14.88	8,10
п	1000					\$25.91						\$15.63	8.10
u	1000					4	\$28.26					\$15.63	8,10
и	1000						1	\$30.62				\$16.68	8,10
п	1000							\$50.02	\$32,97			\$16.68	8,10
п	1000								\$02.07	\$35.33		\$17.42	8,10
u	1000									Ψ00.00	\$37.68	l .	8,10
	1000										Ψ57.00	\$17.42	0,10

					BASI	с ноц	JRLY	RATE				FRINGE BENEFIT HOURLY RATE	Remarks See
Apprentice Classifications	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	Pg 8-9
* ROOFER													
Indentured Prior to 11/1/98	1000	\$19.15	\$21.28	\$25.53								\$16.50	9
α	1000				\$29.79	\$34.04	\$38.30	\$40.42				\$20.75	
Indentured On or After 11/1/98 and Prior to 11/4/12	1000	\$19.15	\$21.28	\$25.53								\$16.50	9
п	1000				\$29.79	\$34.04	\$36.17	\$38.30	\$40.42			\$20.75	
Indentured On or After 11/4/12	2000	\$19.15	\$25.53									\$16.50	9
u .	2000			\$34.04	\$38.30							\$20.75	9
* SHEETMETAL WORKER													
n	1000	\$18.25										\$13.29	10
"	1000		\$20.53	***								\$13.54	10
	1000			\$22.82	605.40							\$24.24 \$24.84	10 10
п	1000 1000				\$25.10	\$27.38						\$25.45	10
H .	1000					\$27.30	\$29.66					\$26.06	10
н	1000						Ψ23.00	\$31.94				\$26.66	10
н	1000							Ψ01.04	\$34.22			\$27.28	10
n	1000								VO 1.22	\$36.50		\$27.88	10
TI .	1000									******	\$38.79		10
(Effective: 2/27/22) * SHEETMETAL WORKER													
11	1000	\$18.49										\$13,43	10
11	1000		\$20.80									\$13.69	10
н	1000			\$23.11								\$24.49	10
н	1000				\$25.42							\$25.10	10
	1000					\$27.73						\$25.71	10
u u	1000						\$30.04	000.05				\$26.33	10
	1000 1000							\$32.35	\$34.67			\$26.94 \$27.56	10 10
									\$34.67	\$36.98			10
IJ	1000 1000									\$30.96	\$39.29	\$28.18 \$28.79	10
	1000										Ψ00.20	Ψ20.73	"

FRINGE BASIC HOURLY RATE BENEFIT Remarks HOURLY RATE See Pg 8-9 Apprentice Classifications Interva 10th Hrs 1st 2nd 3rd 4th 5th 6th 7th 8th 9th Total TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER) 1000 \$19.21 \$10.67 10 \$20.81 \$10.93 1000 10 \$11.22 10 \$22.41 1000 1000 \$11.48 \$24.01 10 10 \$25.61 \$11.74 1000 1000 \$28.81 \$12.29 10 * TILE SETTER CERAMIC & HARD TILE Indentured Prior to 9/1/03 \$10.92 2,10 1000 \$22.20 1000 \$24.42 \$26.64 \$31.08 \$33.30 \$35.52 \$37.74 \$39.96 \$32.42 2,10 \$39.96 Indentured On or After 9/1/03 1000 \$26.64 \$31.08 \$33.30 \$35.52 \$37.74 \$21.67 2,10 \$22.20 \$24.42

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

REMARKS:

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

 The apprenticeship program for apprentices indentured on or after November 4, 2012, consists of four steps with 2,000 hours for each step.

APPRENTICE SCHEDULE BULLETIN NO. 500 SEPTEMBER 20, 2021

REMARKS:

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

Carpenter, Millwright Cement Finisher Drywall Installer Insulator Construction Craft Laborer Mason Plasterer Tile Setter

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, SPRB).

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 not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 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 with the notes for prevailing wages and special overtime rates, 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: [HAR §12-22-10]
 - the name and home address of each employee
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - · 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]

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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, (808) 586-8877. [§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 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, 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 three 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 penaltie 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]
- Suspension: 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 including suspension as provided in Section 104-22(b) and 104-25(a)(3), 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 \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b)]
- Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f)]

For additional information, visit the department's website at http://labor.hawaii.gov/wsd or contact any of the following DLIR offices:



Oahu (Wage Standards Division)	(808)	586-8777
Hawaii Island		
Kauai		
Maui		

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CERTIFICATION OF COMPLIANCE FOR

EMPLOYMENT OF STATE RESIDENTS HRS CHAPTER 103B, AS AMENDED BY ACT 192, SLH 2011

Project Title:	
Agency Project No:	
Contract No.:	
As required by Hawai'i Revised Statu of Hawaii 2011-Employment of State hereby certify under oath, that I am at for the Project Contract indicated aborcompliance with HRS Chapter 103B,	tes Chapter 103B, as amended by Act 192, Session Laws Residents on Construction Procurement Contracts, I n officer of and
	☐ I am an officer of the Contractor for this contract.
	I am an officer of a Subcontractor for this contract.
CORPORATE SEAL	
	(Name of Company)
	(Signature)
	(Print Name)
	(Print Title)
Subscribed and sworn to me before this	Doc. Date: # of Pages 1" Circuit
day of, 20	Notary Name:
	Doc. Description:
Notary Public, 1st Circuit, State of Hawai'i	
	Notary Signature Date NOTARY CERTIFICATION

EXHIBIT 2

1959 1959 1959 1959

STATE OF HAWAII

CONTRACT FOR GOODS OR SERVICES BASED UPON COMPETITIVE SEALED BIDS

This Contract, execute	d on the respective dates indicated below, is effective as of
,, between	Department of Hawaiian Home Lands (Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its	Chairman, Hawaiian Homes Commission
`	(Insert title of person signing for State)
(hereafter also referred to as the HEAD	OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 91-5420 Kapolei Park	way, Kapolei, Hawaii 96707
	and
("CONTRACTOR"), a	
	ert corporation, partnership, joint venture, sole proprietorship. or other legal form of the Contractor)
	, whose business address and federal
and state taxpayer identification numbers a	are as follows:
	RECITALS
A. The STATE desir	es to retain and engage the CONTRACTOR to provide the
goods or services, or both, described in thi	s Contract and its attachments, and the CONTRACTOR is
agreeable to providing said goods or service	ces, or both.
	sued an invitation for competitive sealed bids, and has received
and reviewed bids submitted in response to	the invitation.
C. The solicitation for	bids and the selection of the CONTRACTOR were made in
accordance with section 103D-302, Hawai	i Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3
	Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and
applicable procedures established by the applicable	ppropriate Chief Procurement Officer ("CPO").
D. The CONTRACTO	OR has been identified as the lowest responsible and
responsive bidder whose bid meets the req	uirements and criteria set forth in the invitation.
E. Pursuant to	HHCA of 1920, as amended , the STATE (Legal authority to enter into this Contract)
is authorized to enter into this Contract.	
F. Money is available	to fund this Contract pursuant to:
(1) Hawaiian Homes Trust Fund	
(Identify state sources)	
or (2) (Identify federal sources)	
	\$
Federal	
	consideration of the promises contained in this Contract, the
STATE and the CONTRACTOR agree as	
	The CONTRACTOR shall, in a proper and satisfactory manner
	If the goods or services, or both, set forth in the
•	021 ("IFB") * and the CONTRACTOR'S accepted bid ("Bid"),
- · · · · · · · · · · · · · · · · · · ·	ned to this Contract, are made a part of this Contract.
-	ne CONTRACTOR shall be compensated for goods supplied
or services performed, or both, under t	his Contract in a total amount not to exceed

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* and summarized in Attachment S-1

TBD	DOLLARS
(\$ TBD), including approved costs	s incurred and taxes, at the time and in the manner set
forth in the IFB and CONTRACTOR'S Bid. Ar	nd generally described in Attachment S-2.
3. <u>Time of Performance.</u>	The services or goods required of the CONTRACTOR
under this Contract shall be performed and com	pleted in accordance with the Time of Performance set
forth in Attachment-S3, which is made a part of	
	CTOR \square is required to provide or \square is not required to
	bond, \(\sum \) a performance and payment bond each in the
amount of TBD	DOLLARS (\$).
	eclaration. The Standards of Conduct Declaration of the
CONTRACTOR is attached to and made a part	
6. Other Terms and Conditions and any Special Conditions are set	
• •	tached to and made a part of this Contract. In the event of struction General Conditions, and the Special Conditions,
	event of a conflict among the documents, the order of
	act, including all attachments and addenda; (2) the IFB,
including all attachments and addenda; and (3)	
	Liquidated damages shall be assessed in the amount of
ONE THOUSAND and 00/100	DOLLARS
(\$ 1,000.00) per day, in accordance w	ith the terms of paragraph 9 of the General Conditions.
	otice required to be given by a party to this Contract shall
be (a) delivered personally, or (b) sent by Unit	ted States first class mail, postage prepaid. Notice to the
	icated in the Contract. Notice to the CONTRACTOR shall
	ted in the Contract. A notice shall be deemed to have been
	the time of actual receipt, whichever is earlier. The
CONTRACTOR is responsible for notifying the	· · · · · · · · · · · · · · · · · · ·
dates below, to be effective as of the date first a	e parties execute this Contract by their signatures, on the
dates below, to be effective as of the date first a	bove written.
	STATE
	(Signature)
	William J. Aila, Jr.
	(Print Name)
	Chairman, Hawaiian Homes Commission
	(Print Title)
	(Date)
	CONTRACTOR
CORPORATE SEAL	
(If available)	
fre so a parescriber.	(Name of Contractor)
	(Signature)
	(Print Name)
	(Print Title)
ADDDOVED ACTO FORM	(Date)
APPROVED AS TO FORM:	(EMC)

Deputy Attorney General

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



CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

including members of boards, cor	and indees, (Section 84-3, HRS).
On behalf of	, CONTRACTOR, the
undersigned does declare as follows:	, , , , , , , , , , , , , , , , , , ,
 CONTRACTOR ☐ is* ☐ is not or an employee has a controlling ir 	a legislator or an employee or a business in which a legislator nterest. (Section 84-15(a), HRS).
who has been an employee of the	resented or assisted personally in the matter by an individual agency awarding this Contract within the preceding two years imployed in the matter with which the Contract is directly S).
compensation to obtain this Contreemployee for a fee or other compe	ed or represented by a legislator or employee for a fee or other ract and will not be assisted or represented by a legislator or insation in the performance of this Contract, if the legislator or the development or award of the Contract. (Section 84-14 (d),
consideration by an individual when employee, or in the case of the Le	resented on matters related to this Contract, for a fee or other no, within the past twelve (12) months, has been an agency egislature, a legislator, and participated while an employee or Contract. (Sections 84-18(b) and (c), HRS).
of the STATE if this Contract was enter Revised Statutes, commonly referred to a source of the declarations above. Additio	tract to which this document is attached is voidable on behalf ed into in violation of any provision of chapter 84, Hawaii s the Code of Ethics, including the provisions which are the nally, any fee, compensation, gift, or profit received by any e of Ethics may be recovered by the STATE.
	CONTRACTOR
* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or	Ву
services of a value in excess of \$10,000, the Contract must be awarded by competitive	(Signature) Print Name
sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section	Print Title
103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the	Name of Contractor

Date

notice with the State Ethics Commission. (Section 84-15(a), HRS).



SCOPE OF SERVICES

Project: Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive

Location: Papakolea, Island of Oahu

Contractor: TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-22-HHL-003 and in CONTRACTOR's proposal submitted on __[date]__, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.



SCOPE OF SERVICES

Project: Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive

Location: Papakolea, Island of Oahu

Contractor: TBD

Pursuant to 103D, Hawaii Revised Statutes, the CONTRACTOR shall perform and provide the Scope of Services listed below and detailed in Invitation for Bids IFB-22-HHL-021 and in CONTRACTOR's proposal submitted on __[date]__, in a proper and satisfactory manner as determined by the STATE and in accordance with all Federal, State and local laws, both of which are incorporated by reference.

959 959 959 959

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

Project:	Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive
Location:	Papakolea, Island of Oahu
Contractor:	TBD
	all pay the CONTRACTOR a sum not to exceed AND/100 DOLLARS) for the satisfactory completion of the work under this Contract.



TIME OF PERFORMANCE

Project: Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive

Location: Papakolea, Island of Oahu

Contractor: TBD

- 1. The Time of Performance for this Contract shall be NINETY (90) Calendar Days from the effective date specified in the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.
- 2. This Contract shall expire on the date on which the later of the following occurs:
 - (a) the State makes final payment to the CONTRACTOR in accordance with (1) paragraph 17(d) of the General Conditions (AG-008 103D General Conditions) and (2) no dispute between the parties hereto as to the Work or other obligations of the CONTRACTOR hereunder is outstanding, or
 - (b) the STATE issues a Final Acceptance letter to the CONTRACTOR.
- 3. The Contract expiration date is for administrative purposes only and not to be confused with the Time of Performance which refers to the time in which the CONTRACTOR is required to complete the work, or with any continuing obligations on the part of the CONTRACTOR.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)	(Date)
William J. Aila, Jr.	
(Print Name)	
Chairman, Hawaiian Homes Commission	
(Print Title)	

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

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

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

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

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

(Signature)	(Date)	
(Print Name)	-	
(Print Title. if designee of the Director of DHRD)	-	

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SPECIAL CONDITIONS

Project: Retaining Wall Repairs at 2403 Kaululaau Street & 2147 Tantalus Drive

Location: Papakolea, Island of Oahu

Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

a. "Contract" and "Agreement".

b. "Department of Hawaiian Home Lands" "Department" "DHHL" and "STATE".

SC-02 INSURANCE COVERAGE

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

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

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	Bodily Injury: \$1,000,000 per person and \$1,000,000 per occurrence.
automobiles)	Property Damage: \$1,000,000 per accident or combined single limit of \$2,000,000.
Workers Compensation	Insurance to include Employer's Liability. Both
(statutory limit is required by laws of the State of Hawaii)	such coverages shall apply to all employees of the CONTRACTOR and, in case any sub- contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
(statutory limit is required by laws	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
(statutory limit is required by laws of the State of Hawaii) Builder's Risk covering the CONTRACTOR and all	such coverages shall apply to all employees of the CONTRACTOR and, in case any sub- contractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.

SPECIAL CONDITIONS

Flood Insurance, if applicable Maximum Coverage available

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

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The CONTRACTOR shall complete all work as specified or indicated in the Contract Documents on or before NINETY (90) calendar days after receiving written Notice to Proceed, subject to extensions, as may be granted.



SPECIAL CONDITIONS

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 DHHL

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

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

The 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 utility companies and the City and County of Honolulu.

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STATE OF HAWAII

SPECIAL CONDITIONS

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.

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.

SC-12 FINAL INSPECTION

Throughout the construction period, the work may be subject to periodic inspection by the Department, designated Construction Inspector, the City and County of Honolulu, Department of Facility Maintenance 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 City and County of Honolulu, Department of Facility Maintenance 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 shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13).

SPECIAL CONDITIONS

SC-14 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified State or County government contractors during the term of the Contract if the contractors are paid with funds appropriated by a legislative body.

SC-15 AGREEMENT COUNTERPARTS

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both 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.

SC-16 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.



SPECIAL CONDITIONS

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-17 CITY AND COUNTY OF HONOLULU INSPECTION

All work within any County maintained easements and roadways shall be inspected and approved by the applicable agencies of the City and County of Honolulu. The CONTRACTOR shall make arrangements directly with the appropriate agencies to arrange for inspection of work. All work and/or fees necessary to comply with this item shall be considered incidental to the various Contract items. No separate payment shall be made.

SC-18 STATE GENERAL EXCISE TAX

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

SC-19 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.