

Department of Hawaiian Home Lands - Land Development Division

SIGN-IN SHEET

IFB- 12 -HHL- 002	Project Description: This project consists of the furnishing of labor, equipment, cleaning supplies, materials and supervision to satisfactorily maintain the landscaping of the Maluohai, Kaupea and Kanehili Subdivisions.
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INSTRUCTIONS

Read this packet carefully. If you have any questions, please call Patrick Young, LDD Project Manager, at 620-9287 or email to Patrick.k.young@hawaii.gov.

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

Pre-Bid Conference/Site Inspection:	Date: Time: Location:	No Pre-Bid Site Inspection
Notice Of Intention To Bid Must Be Received By:	Date: Monday, November 14, 2011 Time: 2:00 PM Location: 91-5420 Kapolei Parkway, Kapolei, HI 96707 Submittal of a Notice of Intention to Bid via facsimile at (808) 620-9299 is acceptable.	
Bid Offer Form Due Back:	Date: Monday, November 28, 2011 Time: 2:00 PM Location: 91-5420 Kapolei Parkway, Kapolei, HI 96707	
Bid Opening:	Date: Monday, November 28, 2011 Time: 2:00 PM Location: 91-5420 Kapolei Parkway, Kapolei, HI 96707	
Date: _____		
Company: _____		
Address: _____		
Phone No. _____ Cell No. _____		
Fax No. _____		
Email Address: _____		
Contact Person: _____		

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

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

INVITATION FOR BIDS

IFB NO.: IFB-12 -HHL-002

OCTOBER 2011

SEALED OFFERS
FOR
LANDSCAPE MAINTENANCE OF MALUOHAI, KAUPĒA & KANEHILI SUBDIVISIONS

WILL BE RECEIVED BY 02:00, P.M. (HST) ON

MONDAY, NOVEMBER 28, 2011

AND OPENED SHORTLY THEREAFTER,

IN THE DEPARTMENT OF HAWAIIAN HOME LANDS OFFICE,

91-5420 KAPOLEI PARKWAY, KAPOLEI, HAWAII 96707.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO Patrick Young,

TELEPHONE (808) 620-9287, FACSIMILE (808) 620-9299 OR E-MAIL AT

patrick.k.young@hawaii.gov.

NOTE: If this Invitation for Bids was downloaded from the Department of Hawaiian Home Lands (DHHL) website, each interested bidder should provide contact information to the LDD Project Manager to be notified of any changes. Interested bidders may complete the IFB Sign-In Sheet (included with this solicitation) and fax, mail or email to the Project Manager. All bid Addenda will be issued on the DHHL website. Therefore, all interested bidders should check the website from now through bid opening. It is the sole responsibility of the interested bidder to be knowledgeable of all addenda related to this procurement. The DHHL shall not be responsible for any missing addenda, attachments or other information regarding this IFB if a bid offer is submitted from an incomplete IFB.

APPROVED:

ALBERT "ALAPAKI" NAHALE-A, CHAIRMAN
HAWAIIAN HOMES COMMISSION

DATE

DEPARTMENT OF HAWAIIAN HOME LANDS

**LANDSCAPE MAINTENANCE FOR MALUOHAI
KAUPEA, & KANEHILI**

Kapolei, Hawaii

IFB NO.: IFB-12-HHL-002

SEALED BID

Submitted by: _____

Address: _____

Date: _____

Bid Package Envelope Cover

Instructions for Bid Submittal

General Instructions for Bid Submittal

- *Bid offers shall be submitted to the DHHL in the prescribed format outlined in this IFB.*
- *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. Bid Offer Form

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

Interested bidders shall submit its bid under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

Interested bidders are required to submit the following certifications with the Bid Form. In lieu of item a below, interested bidders may also submit an original consolidated CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system, “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.

- a. Valid tax clearance certificate (Form A-6) issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Tax clearance certificates are valid for six (6) months and only original tax clearance certificates or certified copies will be accepted for this purpose.;
- b. Corporate Resolution evidencing who is authorized to sign bid documents and contracts on behalf of the Bidder.

Interested bidder's authorized signature shall be an original signature in ink. If the Bid Offer Form on the appropriate page(s) is unsigned or the affixed signature is a facsimile or a photocopy, the Bid Offer Form shall be automatically rejected. If the Bid Offer Form is not signed by an authorized representative as submitted on the corporate resolution, the Bid Offer Form shall be automatically rejected. Interested bidders shall include a notary public affidavit.

A bid security deposit is required for this IFB. The Bid Offer Form is included in this IFB.

Bid Quotation. The Total Sum Bid Price shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, including excavation and backfill, **inclusive** of general excise tax to install or to construct these items in place, complete and in accordance with the plans and specifications contained in this IFB

II. General Conditions and DHHL Interim General Conditions

The General Conditions (AG-008 Rev. 4/15/2009) and DHHL Interim General Conditions (August 16, 2005) of the Contract are attached for interested bidder's review and information. The General Conditions shall be incorporated into the Contract with the Successful Bidder(s).

IFB Checklist for Bidders

Instructions for Bid Submittal

IFB-12- HHL-002
Landscape Maintenance for Kaupea, Maluohai & Kanehili

Items required prior to Bid Opening:

- ☐ SPO-38 (Hawaii Product Preference Request, if any), by 2:00 p.m., NOVEMBER 14, 2011.
- ☐ Notice of Intention to Bid, no later than 2:00 p.m. NOVEMBER 14, 2011.
- ☐ SPO- Form 21 (Standard Qualification Questionnaire), submitted to DHHL- Land Development Division by 2:00 p.m., NOVEMBER 14, 2011.

Items required with Sealed Bid:

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

The Envelope Cover Form shall be used for Sealed Bid Envelopes. The cover form should be glued or taped to the front of the bid envelope and the information type- written or printed clearly in ink.
- ☐ Form 1 – Certification of Bidder’s Participation in Approved Apprenticeship Program Under Act 17 (Apprenticeship Agreement Preference, if any).
- ☐ Corporate Resolution (Indicating who is authorized to sign bid documents and contracts)
- ☐ Valid Tax Clearance Certificate, or Certificate of Vendor Compliance (via Hawaii Compliance Express)
- ☐ Bid Security
- ☐ Bid Offer Form (included with this IFB)

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

* All sealed bids must comply with the provisions of Interim General Conditions, Section 2.10.

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

BID OFFER FORM FOR

**LANDSCAPE MAINTENANCE FOR KAUPEA,
MALUOHAI & KANEHILI**

KAPOLEI, ISLAND OF OAHU, HAWAII

IFB No.: IFB-12-HHL-002

Mr. Albert "Alapaki" Nahale-a, Chairman
Hawaiian Homes Commission
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Dear Mr. Nahale-a:

The undersigned has carefully examined, read, and understands the terms and conditions in the Specifications, Special Conditions attached hereto, DHHL Interim General Conditions, and General Conditions specified in the Invitation for Bids (IFB) No. IFB-12-HHL-002. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, General Conditions, AG-008 Rev. 4/15/2009, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for IFB No. IFB-12-HHL-002 as specified herein, all in accordance with the true intent and meaning thereof.

The undersigned understands and agrees that:

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

Date: _____

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

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

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other: _____

Federal ID No.: _____

Hawaii General Excise Tax ID No.: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address.: _____

Payment address (other than street address below)

(Street Address, City, State, Zip Code)

Business address

(Street Address, City, State, Zip Code)

Respectfully submitted:

Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____

Exact Legal Name of Company (Offeror)

*If Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is hereby submitted for Landscape Maintenance for Kaupea, Maluohai & Kanehili for the Department of Hawaiian Home Lands.

A. Monthly cost for the Landscape Maintenance of Maluohai. Subdivision. (See Map A)

(\$_____ per month)

\$_____ for the 24 month period.

B. ALLOWANCE for the twenty-four (24) month period, to trim trees within the Kaupea and Kanehili Subdivisions on an "As Needed" basis and other related work such as but not limited to repairs and maintenance of the irrigation system, fertilization, and herbicide treatment, with the authorization of the DHHL Project Manager. (See Map B and Map C)

\$100,000.00

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

The costs herein for the above items shall include all labor, materials, equipment, tools, transportation, permits, incidentals and supplies required to complete the project in full accordance with the scope of work and technical specifications contained in this IFB.

PREFERENCE

It is further understood by the Bidder that if upon being granted Hawaii Products Preference, and being awarded the contract, if the Bidder fails to use such products or meet the requirements of such preference, the Bidder shall be subject to penalties, if applicable.

COMPLIANCE WITH ACT 175, HAWAII PRODUCTS PREFERENCE

Section 103D-1002, Hawaii Revised Statutes (HRS), as amended by Act 175 (Session Laws of Hawaii 2009), provides preference for Hawaii products. The previous Hawaii products list established pursuant to HRS §103D-1002 was suspended effective July 1, 2009, and a new list has been published by the State Procurement Office (SPO) at <http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm>. DHHL will be supplementing the list with additional approved products for this solicitation.

Pursuant to HRS §103D-1002(b) (2) and Procurement Circular No. 2009-13, bidders intending to use Hawaii products should distribute the attached SPO-38, *Certification for Hawaii Product Preference*, to each of the manufacturers and producers of such products which bidders intend to use if the manufacturers and producers if their products are not listed on the SPO Hawaii Products List or in the DHHL's list below. The manufacturers and producers must complete and submit SPO-38 to DHHL. The form must be received by DHHL no later than **02:00 p.m., November 14, 2011**. Submittal by facsimile (808 620-9299) is acceptable. If DHHL receives and approves SPO-38s relating to this solicitation DHHL will issue an addendum of certified and qualified Hawaii products by **02:00 p.m., November 14, 2011**.

Bidders may claim a Hawaii product preference for products that it manufactures or produces with its own workforce and equipment. The SPO-38, *Certification for Hawaii Product Preference*, must be submitted in accordance with the procedures described above in order for Bidder to claim a Hawaii product preference for such Hawaii products Bidder intends to use in this work.

A partial list of approved products is provided below.

Forms SPO-38, *Certification for Hawaii Product Preference* for the following Hawaii products have been received in compliance with the above.

Product Category	Product Subcategory as applicable	Manufacturer
Aggregates – Basaltic Termite Barrier		Ameron International Corporation
Aggregates and Sand – Basalt, Rock, Cinder, Limestone and Coral		Ameron International Corporation
		CTS Earthmoving, Inc.

		Delta Construction Corporation (11/3/09) (1/20/10)
		Edwin Deluz Trucking & Gravel LLC
		Grace Pacific (Oahu2)
		Hawaiian Cement
		Jas. W. Glover, Ltd. (Hawaii)(Kauai)
		Tileco, Inc.
		West Hawaii Concrete
		Yamada and Sons, Inc.
Aggregates – Recycled Asphalt and Concrete		Glover Honsador
		Grace Pacific (Oahu2)
		Jas. W. Glover, Ltd. (Hawaii)(Kauai)
Asphalt and Paving Materials		
		Black Plumeria LLC
		Grace Pacific Corporation (Hawaii) (Oahu) (Kauai)
		Jas. W. Glover, Ltd. (Hawaii)(Kauai)
		Maui Paving LLC
		Walker-Moody Pavement Products & Equipment
		Yamada and Sons, Inc. dba YS Rock and Con-Agg of Hawaii
Coatings – Cementitious Waterproofing		
Cement and Concrete Products		Ameron International Corporation
		BOMAT, Ltd.
		Glover Honsador
		Hawaiian Cement
		Jas. W. Glover, Ltd. (Hawaii)(Kauai)
		Kohala Coast Concrete & Precast LLC
		Tileco, Inc.
		West Hawaii Concrete
Precast Concrete Products		Hawaii Concrete Products, Inc.
		Kohala Coast Concrete & Precast LLC
		Ramtek Fabrication Co., Inc.
Environmental Sewage-Treatment Innovative System (ESIS) Individual wastewater system which utilizes anaerobic/aerobic processing to treat wastewater to R-2 quality at discharge		Environmental Waste Management Systems, Inc.
	Septic Tanks	Walker Industries, Ltd.

Playground surfaces, etc.		Innovative Playgrounds and Recreation, Inc.
Signs - Traffic, regulatory & construction		
		GP Roadway Solutions, Inc.
		Safety Systems Hawaii, Inc.
Soil Amendments, Mulch, Compost		Kauai Nursery & Landscaping, Inc.
		Sanford's Service Center, Inc.
Compost Filter		EnviroTech BioSolutions Hawaii, Inc.

SCHEDULE OF ACCEPTABLE HAWAII PRODUCTS AND DESIGNATION OF HAWAII PRODUCTS TO BE USED			
ACCEPTABLE HAWAII PRODUCTS		HAWAII PRODUCTS TO BE USED Cost FOB Jobsite, Unloaded Including Applicable General Excise and Use Taxes	
Description	Manufacturer	Base Bid	Additive Alternate
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____
		\$_____	\$_____

The Bidder agrees that preference for Hawaii products shall be taken into consideration to determine the low Bidder in accordance with said sections and the rules promulgated; however, the award of contract will be in the amount of the bid offered exclusive of any preferences.

METHOD OF AWARD

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

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

It is further understood and agreed that:

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

OTHER CONDITIONS

- 1) The liquidated damages per working day for failure to complete the work on time have been determined and are noted in the Special Conditions.
- 2) By submitting this bid, the undersigned is declaring that his firm has not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past one (1) year.
- 3) By submitting this bid, the undersigned is declaring that Bidder's own organization will perform at least 20% of the total contract work.
- 4) Upon the acceptance of the bid by the Chairman, the undersigned must enter into and execute a contract for the same and furnish a Performance and Payment Bond, as required by law. These bonds shall conform to the provisions of Sections 103D-324 and 325, Hawaii Revised Statutes, and any law applicable thereto.
- 5) The quantities given herewith are approximate only and are subject to increase or decrease.
- 6) The estimated quantities shown for items for which a UNIT PRICE is asked in this bid are only for the purpose of comparing on a uniform basis bids offered for the work under this contract. No claim shall be filed for anticipated profit or loss because of any difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. Payment on UNIT PRICE items will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.
- 7) If the product of the UNIT PRICE BID and the number of units does not equal the total amount stated by the undersigned in the Bid for any item, it will be assumed that the error was made in computing the total amount. For the purpose of determining the lowest Bidder, the stated UNIT PRICE alone will be considered as representing the Bidder's intention and the total amount bid on such items shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 8) Certification for Safety and Health Programs for Bids in Excess of \$100,000. In accordance with Sections 103D-327 and 396-18, Hawaii Revised Statutes, by submitting this bid, the undersigned certifies that his firm will have a written Safety and Health Plan for this project that will be available and implemented by the Notice to Proceed date of this project. Details of the requirements of this plan may be obtained from the Department of Labor and Industrial Relations, Occupational, Safety and Health Division.
- 9) Anti-Collusion Certification. By submitting this bid, the undersigned is declaring that the price submitted is independently arrived at without collusion.

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

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

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

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

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

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

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

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

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

Complete Firm Name of Joint Contractor or Subcontractor for Total Sum Bid	License Number	Nature and Scope of Work to be Performed

(Add additional sheets if necessary)

Bid Security in the amount of: _____
_____ DOLLARS (\$ _____)

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

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

Respectfully submitted,

Name of Company, Joint Venture or Partnership

License No.

By _____
Signature (*4)

Title: _____

Date: _____

Address: _____

Telephone No.: _____

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

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

NOTES:

- *1. Surety bond underwritten by a company licensed to issue bonds in this State;
- *2. Legal tender; or
- *3. A certificate of deposit; share certificate; or cashier's, treasurer's, teller's, or official check accepted by, and payable on demand to the State by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation of the National Credit Union Administration.
 - A. These instruments may be utilized only to a maximum of \$100,000.
 - B. If the required security or bond amount totals over \$100,000, more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.
- *4. Please attach to this page evidence of the authority of this officer to submit bids on behalf of the Company, and also the names and residence addresses of all officers of the Company.
- *5. Fill in all blank spaces with information asked for or bid may be invalidated. BID MUST BE INTACT; MISSING PAGES MAY INVALIDATE YOUR BID.

CERTIFICATE OF RESOLUTION

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

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

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of said _____ this _____ day of _____, 2010.

.

Secretary

END OF BID

NOTICE OF INTENTION TO BID

Date: _____

Mr. Albert "Alapaki" Nahale-a, Chairman
Hawaiian Homes Commission
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway
Kapolei, Hawaii 96707

Attention: Patrick Young, Land Development Division

Notice of Intention to Bid due 2:00 p.m., Monday, November 14, 2011

Gentlemen:

In accordance with the provisions of Section 103D-310, Hawaii Revised Statutes and Hawaii Administrative Rules 3-122-111, it is the intention of the undersigned to bid on IFB No. IFB-12-HHL-002, LANDSCAPE MAINTENANCE OF MALUOHAI, KAUPEA & KANEHILI, Island of Oahu, State of Hawaii, for which bids will be opened on **2:00 p.m., Thursday, November 28, 2011.**

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

Respectfully submitted,

_____ Signature
_____ Print Name and Title

Date: _____

Gentlemen:

The Department of Hawaiian Home Lands acknowledges on this date above, the Notice of Intention to Bid on IFB-12-HHL-002.

Albert "Alapaki" Nahale-a, Chairman
Hawaiian Homes Commission

SAMPLE

STATE OF HAWAII
STANDARD
QUALIFICATION QUESTIONNAIRE
FOR
OFFERORS

issued by the
PROCUREMENT POLICY BOARD
STATE OF HAWAII

June 16, 2003

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

Submitted By _____

Address _____

Date _____

STANDARD QUALIFICATION QUESTIONNAIRE

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

GENERAL INFORMATION

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

(a) Project Title _____

(b) Location _____

(c) Bid Opening Date _____

2. The Questionnaire is being submitted in behalf of:

(a) Name of Offeror _____

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

(b) Address _____

(c) Telephone No. _____

(d) Date Submitted _____

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

(a) Members of joint Venture _____

(b) Date of Joint Venture Agreement _____

(c) Is agreement between members comprising the joint venture joint and several liability? _____

If not, state the terms of agreement in this respect: _____

EXPERIENCE QUESTIONNAIRE

Submitted by _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

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

1. How many years has your organization been in business as a [General Contractor] under your present business name? _____
2. How many years experience in [construction] _____ has your organization had: (A) as a [General Contractor] _____; (B) as a [Sub-Contractor] _____
3. Show what [construction] projects your organization has completed in the past five (5) years in the following tabulation:

Contract Amt.	Class of Work	When Completed	Name and Address of Owner

4. Have you ever failed to complete any work awarded to you? _____ If so, state when, where and why? _____

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

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

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

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

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

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

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

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

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

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

EQUIPMENT QUESTIONNAIRE

Submitted by _____

Principal Office _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

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

1. In what manner have you inspected this proposed work? Explain in detail. _____
2. Explain your plan or layout for performing the proposed work. _____
3. The work, if awarded to you, will have the personal supervision of whom?
4. Do you intend to do the hauling on the proposed work with your own force? _____ If so, give amount and type of equipment to be used.
5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____
6. Do you intend to do grading on the proposed work with your own forces? _____ If so, give type of equipment to be used _____

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

8. Do you intend to sublet any other portions of the work? _____ If so, state -amount of sub-contract, and, if known, the name and address of the sub-contractor, amount and type of his equipment and financial responsibility _____

9. From which sub-contractors or agents do you expect to require a bond? _____

10. What equipment do you own that is available for the proposed work?

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost

12. How and when will you pay for the equipment to be purchased? _____

13. Do you propose to rent any equipment for this work? _____ If so, state type, quantity
 and reasons for renting _____

FINANCIAL STATEMENT

Submitted by _____

- ☐ A Corporation
☐ A Partnership
☐ An Individual

Principal Office _____

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

BALANCE SHEET

As of _____, 20____

Assets

Current assets:

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

Property and equipment:

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

Other assets:

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

Total Assets: \$ _____

BALANCE SHEET (Continued)

Liabilities and Stockholder's Equity

Current liabilities:

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

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

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

Stockholder's equity:

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

Total Liabilities and Stockholder's Equity	\$ _____
--	----------

DETAILS RELATIVE TO ASSETS

(1) Cash and cash equivalents:

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

		\$ _____

(2) Short-term investments:

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

(3) Accounts receivable (list major debtors):

Completed contracts

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

Other than completed contracts

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

(4) Inventories

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

DETAILS RELATIVE TO ASSETS (Continued)

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

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

(6) Prepaid expenses and other

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

(7) Land

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

(8) Buildings

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

(9) Vehicles, machinery and equipment

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

(10) Furniture and fixtures

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

DETAILS RELATIVE TO ASSETS (Continued)

(11) Cash surrender value of life insurance policies

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

(12) Deposits and other

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

DETAILS RELATIVE TO LIABILITIES AND STOCKHOLDER'S EQUITY

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

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

				\$ _____

(2) Accounts payable (list major creditors)

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

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

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

(4) Accrued liabilities and other

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

	\$ _____

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

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

				\$ _____

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

(6) Capital stock

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

(7) Additional paid-in capital

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

(8) Treasury stock

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

STATEMENTS OF INCOME AND RETAINED EARNINGS

For the Years Ended _____, 20____ and 20____

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

If a corporation, answer this: Capital paid in cash, \$ _____ When Incorporated _____ In what State _____ Date registered in Hawaii _____ President's name _____ Vice-President's name _____ Secretary's name _____ Treasurer's name _____	If a partnership, answer this: Date of organization _____ Date registered in Hawaii _____ State whether partnership is general or limited _____ <div style="border-top: 1px solid black; height: 10px; margin-top: 5px;"></div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age										
_____	_____										
_____	_____										
_____	_____										
_____	_____										

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

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

Affidavit for Individual

STATE OF HAWAII

COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____

_____ (Applicant must also sign here)

 Notary Public

Affidavit for Partnership

STATE OF HAWAII

COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____

_____ (Members of firm must also sign here)

 Notary Public

Affidavit for Corporation

STATE OF HAWAII

COUNTY OF _____

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

Sworn to before me this _____ day of _____ 20____

_____ (Officer must also sign here)

 Notary Public

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant's Name _____

Address _____

City/State/Postal/Zip Code _____

DBA/Trade Name _____

2. TAX IDENTIFICATION NUMBER:

HAWAII TAX ID # **W** _____ - _____

FEDERAL EMPLOYER ID # _____ - _____
(FEIN)

SOCIAL SECURITY # (SSN) _____ - _____

3. APPLICANT IS A/AN: (MUST CHECK ONE BOX)

- | | | |
|---|--|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> S CORPORATION | <input type="checkbox"/> TAX EXEMPT ORGANIZATION |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP | |
| <input type="checkbox"/> Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____ | | |
| <input type="checkbox"/> Subsidiary Corporation; enter parent corporation's name and FEIN _____ | | |

4. THE TAX CLEARANCE IS REQUIRED FOR: (MUST CHECK AT LEAST ONE BOX)

- | | |
|---|---|
| <input type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE * |
| <input type="checkbox"/> REAL ESTATE LICENSE | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING | <input type="checkbox"/> BULK SALES** |
| <input type="checkbox"/> HAWAII STATE RESIDENCY | <input type="checkbox"/> PROGRESS PAYMENT |
| <input type="checkbox"/> SUBCONTRACT | <input type="checkbox"/> FEDERAL CONTRACT |
| | <input type="checkbox"/> PERSONAL |
| | <input type="checkbox"/> LOAN |
| | <input type="checkbox"/> OTHER _____ |

* IRS APPROVAL STAMP IS ONLY REQUIRED FOR PURPOSES INDICATED BY AN ASTERISK.

** ATTACH FORM G-8A, REPORT OF BULK SALE OR TRANSFER

5. NO. OF CERTIFIED COPIES REQUESTED:

6. SIGNATURE:

SIGNATURE

DATE

() -
TELEPHONE

() -
FAX

PRINT NAME

PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor

FOR OFFICE USE ONLY

BUSINESS START DATE IN HAWAII
IF APPLICABLE
/ /

HAWAII RETURNS FILED
IF APPLICABLE
20____ 20____ 20____

STATE APPROVAL STAMP
(Not valid unless stamped)

*IRS APPROVAL STAMP

CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. **If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required.** Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

7. **CITY, COUNTY, OR STATE GOVERNMENT CONTRACT:** ☐ Bid/Entering Into or Ongoing Contract ☐ Completion/Final Payment
For completion/final payment of contract, please provide the name and telephone number of the contact person at the State or County Agency.
Name: _____ Telephone Number: _____

8. **LIQUOR LICENSING:** ☐ Initial ☐ Renewal ☐ Transfer-Seller ☐ Transfer-Buyer ☐ Special Event

9. **CONTRACTOR LICENSING:** ☐ Initial ☐ Renewal

10. **STATE RESIDENCY:** DATE APPLICANT ARRIVED OR RETURNED TO HAWAII _____

11. **ACCOUNTING PERIOD:** ☐ Calendar year ☐ Fiscal year ending _____
(MM/DD)

12. **TAX EXEMPT ORGANIZATION:**

A) Provide the Internal Revenue Code Section that applies to your exemption (e.g., 501(c)(3)). _____

B) Does your organization file:

- ☐ Federal Form 990, Return of Organization Exempt from Income Tax,
☐ Federal Form 990-T, Exempt Organization Business Income Tax Return, or
☐ None of the above.

13. **INDIVIDUAL:** Spouse's Name _____ SSN _____

14. **IF YOU DO NOT HAVE A GENERAL EXCISE TAX LICENSE AND REQUIRE A TAX CLEARANCE FOR A GOVERNMENT CONTRACT:**

A) Has your firm had any previous business income in Hawaii? ☐ YES ☐ NO

B) Does your firm have an office, inventory, property, employees, or other representatives in the State of Hawaii? ☐ YES ☐ NO

C) Has your firm provided any services within the State of Hawaii (e.g., servicing computers, training sessions, etc.)? ☐ YES ☐ NO

Note: If you answer "Yes" to any of the above questions, you are required to apply for a general excise tax license.

15. **FILING THE APPLICATION FOR TAX CLEARANCE:**

The completed application may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch. Applications which require an Internal Revenue Service Tax Clearance will be forwarded to the Internal Revenue Service after processing is completed by the Department of Taxation. Allow up to **10 to 15 business days** for processing between the Department of Taxation and the Internal Revenue Service.

State Dept. of Taxation
TAXPAYER SERVICES BRANCH
P.O. BOX 259
HONOLULU, HI 96809-0259
TELEPHONE NO.: 808-587-4242
TOLL FREE: 1-800-222-3229
FAX NO.: 808-587-1488
or
830 PUNCHBOWL STREET, RM 124
HONOLULU, HI 96813-5094

Internal Revenue Service
WAGE & INVESTMENT DIVISION
-TC M/S H214
FIELD ASSISTANCE GROUP 562
300 ALA MOANA BLVD., #50089
HONOLULU, HI 96850
TELEPHONE NO.: 808-539-1555
FAX NO.: 808-539-1573
or
TAXPAYER ASSISTANCE CENTER
HONOLULU:
300 ALA MOANA BLVD., RM 1-128

Applications are available at Department of Taxation and IRS offices in Hawaii, and may also be requested by calling the Department of Taxation on Oahu at 808-587-4242 or toll-free at 1-800-222-3229. The Tax Clearance Application, Form A-6, can be downloaded from the Department of Taxation's website (www.hawaii.gov/tax).

-----FOR OFFICE USE ONLY-----

TYPE OF TAX	TAX RETURNS FILED STATUS	Clerk's Initials	ITEMS RECEIVED
INCOME			
GENERAL EXCISE/USE/ COUNTY SURCHARGE TAX			
HAWAII WITHHOLDING			
TRANSIENT ACCOMMODATIONS			
RENTAL MOTOR/TOUR VEHICLE			
UNEMPLOYMENT INSURANCE			
OTHER TAXES			



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**INSTRUCTION SHEET FOR FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

Purpose

The State and County Government Purchasing Offices require vendors to submit a completed copy of this certificate. **Page 1 of this application becomes the Certificate of Approval.** Facsimiles and copies of this approval form are proof of compliance. This certificate applies to the Hawaii Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care programs.

Applications are available at the addresses below and can be downloaded from the Department of Labor and Industrial Relations' (DLIR) web site (www.hawaii.gov/labor). **From the DLIR web site, Form LIR#27 is listed under the Unemployment Insurance Division and Disability Compensation Division.**

DO NOT SUBMIT THIS PAGE

Approved, Not Applicable, or Pending certificates are valid for 6 months.

Date submitted to the DLIR _____ (for your use)
Allow up to a total of seven (7) business days for processing.

**FILING INSTRUCTIONS FOR THE
APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR
Form LIR#27 (Rev. 10/05)**

SUBMIT (mail, fax, or deliver) completed application only to the Department of Labor and Industrial Relations, **Unemployment Insurance Division***.

*Unemployment Insurance Division
830 Punchbowl Street, Room 437
Honolulu, Hawaii 96813
Ph: (808) 586-8926
Fax: (808) 586-8929

INQUIRIES regarding the status of an application submitted seven (7) business days earlier should be directed to the **Disability Compensation Division**** (Workers' Compensation, Temporary Disability Insurance, and Prepaid Health programs).

**Disability Compensation Division
830 Punchbowl Street, Room 209
Honolulu, Hawaii 96813
Ph: (808) 586-9200
Fax: (808) 586-9206

The **Approved, Not Applicable, or Pending** certificate of approval will be faxed to the applicant by the Disability Compensation Division. **Non-compliant** applicants will receive Form LIR#27A instructing the applicant to contact the appropriate program(s).

Visit our Website at www.hawaii.gov/labor for ALL interactive and downloadable forms.



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
**FORM LIR#27 APPLICATION FOR
CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR**

1. APPLICANT INFORMATION: (Please Type or Print Clearly)

*Applicant's Business Name			
Address	City	State	Zip Code
DBA/Trade Name			

* Business name must be the same name submitted with the applicant's bid or proposal.

2. IDENTIFICATION NUMBER(S): (Complete Applicable ID Numbers)

State Department of Labor Unemployment Insurance ID#	Federal Employer ID# (FEIN)
	-

3. EMPLOYERS: If you have a State Department of Labor Unemployment Insurance ID#, please skip question 3 only:

Do you currently have employee(s) working in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you plan to have employee(s) work in the State of Hawaii? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

SEE INSTRUCTION SHEET FOR FILING INSTRUCTIONS. Failure to provide above required information on this application will result in a denial of this request. Unsigned applications will not be processed.

4. SIGNATURE:

Signature	Date	Telephone No. ()	Fax No. ()
Print Name		PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor	
Email Address			

NOTE: If this application is stamped "PENDING", another LIR#27 must be submitted when employees are performing services in the State to determine compliance with the State of Hawaii labor laws. Approval constitutes a certificate of compliance with labor laws based on information available to the Department as of the approval date.

THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

Facsimiles and copies of this approval form are proof of compliance.

FOR OFFICE USE ONLY		Department of Labor and Industrial Relations Approval Stamp
DLIR Log No.	Date Received	

This certificate is valid for **SIX (6) MONTHS** from the approval date.

Corporate Resolution Form

CORPORATE RESOLUTION
(Name of Corporation - Use Letterhead)

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

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

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

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

Secretary

(Names and Addresses of:)
President
Vice President
Secretary

Reference: _____
(Contract Number) _____
(IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Date: _____

TABLE OF CONTENTS

IFB NOTIFICATION AND INFORMATION

IFB SIGN-IN SHEET

IFB NOTICE

STATE WAGE RATE SCHEDULE NO. 474

APPRENTICE WAGE RATE SCHEDULE NO. 474

STATE WAGE RATE SCHEDULE NO. 475

APPRENTICE WAGE RATE SCHEDULE NO. 475

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

SCOPE OF WORK / SITE MAP

SAMPLE DHHL CONTRACT

CONTRACT FOR GOODS OR SERVICES (FORM AG-003 REV. 06/22/2009)

CONTRACTOR'S ACKNOWLEDGMENT (FORM AG-009 REV. 07/25/2008)

CONTRACTOR'S STANDARDS OF CONDUCT (FORM AG-010 REV. 11/15/2005)

TIME OF PERFORMANCE (FORM AG-013 REV. 11/15/2005)

SPECIAL CONDITIONS (FORM AG-015 REV. 11/15/2005)

GENERAL CONDITIONS (FORM AG-008, 4/15/09)

DHHL INTERIM GENERAL CONDITIONS (August 16, 2005)

CONTRACTOR'S SUBMITTAL

INSTRUCTIONS FOR BID SUBMITTAL

TITLE PAGE (BID PACKAGE ENVELOPE COVER)

BID OFFER FORM

SAMPLE FORMS

NOTICE OF INTENTION TO BID

STANDARD QUALIFICATION QUESTIONNAIRE

TAX CLEARANCE FORM A-6

DLIR CERTIFICATE OF COMPLIANCE FORM LIR#27

CORPORATE RESOLUTION

SPO-38 CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT

FORM 1

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

I. Bidder's Identifying Information			
A. Legal Business Name: _____			
B. Project Bid Title & Reference No.: _____			
C. Contact Person's Name: _____			
1. Phone No.: _____		2. E-Mail: _____	
II. 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)	(# of apprentices who completed the apprenticeship program in the 12 months prior to request date)
1.			
2.			
3.			
4.			
5.			
6.			
III. 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.			
A. Name (Type) _____		B. Title _____	
C. Signature (original signature required) _____		D. Date _____	
IV. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name: _____			
B. Address: _____			
C. Phone No.: _____		D. E-Mail: _____	E. Fax No: _____
V. 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.			
A. Name of Authorized Official _____		B. Title _____	
C. Signature (original signature required) _____		D. Date _____	

* 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

I. Contractor's Identifying Information		II. Reporting Period	
A. Legal Business Name:		A. Month:	B. Year:
B. Project Contract Title & Reference No.:			
C. Contact Person's Name:			
1. Phone No.:		2. E-Mail:	
III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project.)			
A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name.)*		B. Was the contractor a party to the program during the <i>entire</i> report month?	
		1. Yes <input type="checkbox"/>	
		2. No <input type="checkbox"/> If NO, state applicable period and why (may be subject to sanctions.)	
IV. 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.			
A. Name (Type)		B. Title	
C. Signature (original signature required)		D. Date	
V. Apprenticeship Sponsor's Contact Information			
A. Training Coordinator's Name:			
B. Address:			
C. Phone No.:		D. E-Mail:	
		E. Fax No:	
VI. 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.			
A. Name of Authorized Official		B. Title	
C. Signature (original signature required)		D. Date	

* 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.

**NOTICE TO BIDDERS
INVITATION FOR BID
Department of Hawaiian Home Lands
Land Development Division
IFB NO.: IFB-12-HHL-002**

SEALED BIDS for IFB No.: IFB-12-HHL-002, LANDSCAPE MAINTENANCE OF THE MALUOHAI, KAUPEA, & KANEHILI SUBDIVISIONS, City and County of Honolulu, State of Hawaii, will be received by the Department of Hawaiian Home Lands (DHHL), at Hale Kalanianaʻole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, until **02:00 p.m., Hawaii Standard Time (H.S.T.) Monday, November 28, 2011**, at which time all bids will be publicly opened and read aloud. Bids received after the time fixed for opening or delivered anywhere other than as specified above will not be considered.

This project consists of the furnishing of labor, equipment, cleaning supplies, materials and supervision to satisfactorily maintain the landscaping of the Maluohai, Kaupea, & Kanehili Subdivisions.

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 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 DHHL at:

Department of Hawaiian Home Lands Web site: <http://hawaiianhomelands.org>

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

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

There will be **no Pre-Bid site inspection** for this project. Interested bidders can direct all questions to Mr. Patrick Young, at (808) 620-9287.

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 **02:00 p.m., (H.S.T.) Monday, November 14, 2011**. Submittal of a NOTICE OF INTENTION TO BID via facsimile at (808) 620-9299 is acceptable.

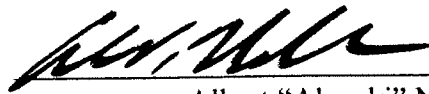
A properly executed and notarized STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS, SPO Form-21 ("Questionnaire") is required and shall be submitted to the DHHL for evaluation no later than 2:00 p.m. on the 10th calendar days prior to the time advertised for the opening of bids. The Questionnaire can be downloaded at the State Procurement Office website: www.spo.hawaii.gov, under Forms for Vendors/Contractors/Service Providers.

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.

Questions regarding this project may be directed in writing to Patrick Young, Land Development Division, DHHL, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 or via facsimile at (808) 620-9299.

Dated at Honolulu, Hawaii, 7th day of November 2011.

DEPARTMENT OF HAWAIIAN HOME LANDS

A handwritten signature in black ink, appearing to read 'Albert Nahale-a', written over a horizontal line.

Albert "Alapaki" Nahale-a, Chairman
Hawaiian Homes Commission

Posted on the internet at: www.hawaii.gov/spo/notices

State of Hawaii
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Princess Ruth Ke`elikolani Building
830 Punchbowl Street
Honolulu, Hawaii 96813

February 21, 2011
WAGE RATE SCHEDULE BULLETIN NO. 474

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, Hawaii 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://hawaii.gov/labor/rs>.

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

Questions on the schedule should be referred to the Research and Statistics Office at (808) 586-9019.

The next regular schedule will be issued on or about September 15, 2011.

DWIGHT TAKAMINE
Director



STATE OF HAWAII
NEIL ABERCROMBIE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DWIGHT TAKAMINE, Director
AUDREY HIDANO, Deputy Director

RESEARCH AND STATISTICS OFFICE
FRANCISCO P. CORPUZ, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Elienne Yoshida, Supervisor
Myra Oshiro

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 474

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	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	
* ASBESTOS WORKER/INSULATOR	8/29/10									3/1/13			
	\$58.89	\$36.65	\$22.24	-	-	-	-	-	-	\$60.44	\$37.65	\$22.79	1
* ASPHALT PAVING GROUP:	2/21/11												
Asphalt Concrete Material Transfer	\$60.29	\$35.57	\$24.72	-	-	-	-	-	-	-	-	-	13
Asphalt Raker	\$59.33	\$34.61	\$24.72	-	-	-	-	-	-	-	-	-	13
Asphalt Spreader Operator	\$60.81	\$36.09	\$24.72	-	-	-	-	-	-	-	-	-	13
Laborer, Hand Roller	\$56.56	\$31.84	\$24.72	-	-	-	-	-	-	-	-	-	13
Roller Operator (5 tons and under)	\$59.06	\$34.34	\$24.72	-	-	-	-	-	-	-	-	-	13
Roller Operator (over 5 tons)	\$60.49	\$35.77	\$24.72	-	-	-	-	-	-	-	-	-	13
Screed Person	\$60.29	\$35.57	\$24.72	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$59.33	\$34.61	\$24.72	-	-	-	-	-	-	-	-	-	13
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$58.35	\$33.63	\$24.72	-	-	-	-	-	-	-	-	-	13
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$60.29	\$35.57	\$24.72	-	-	-	-	-	-	-	-	-	13
Grader, Soil Stabilizer, Cold Planer	\$61.12	\$36.40	\$24.72	-	-	-	-	-	-	-	-	-	13
Loader (2-1/2 cu. yds. and under)	\$60.29	\$35.57	\$24.72	-	-	-	-	-	-	-	-	-	13
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$60.61	\$35.89	\$24.72	-	-	-	-	-	-	-	-	-	13
TRUCK DRIVER:													
Assistant to Engineer	\$59.06	\$34.34	\$24.72	-	-	-	-	-	-	-	-	-	13
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$60.61	\$35.89	\$24.72	-	-	-	-	-	-	-	-	-	2,13
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$60.29	\$35.57	\$24.72	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$60.61	\$35.89	\$24.72	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$59.33	\$34.61	\$24.72	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$59.64	\$34.92	\$24.72	-	-	-	-	-	-	-	-	-	13
Tractor Trailer (hauling equipment)	\$60.72	\$36.00	\$24.72	-	-	-	-	-	-	-	-	-	13
Utility, Flatbed	\$59.06	\$34.34	\$24.72	-	-	-	-	-	-	-	-	-	13
* BOILERMAKER	2/21/11												
	\$57.98	\$33.30	\$24.68	-	-	-	-	-	-	-	-	-	
* CARPENTER:	8/30/10			8/29/11			8/27/12			8/26/13			
Carpenter; Patent Scaffold Erector (Over 14 feet); Piledriver; Pneumatic Nailer	\$55.62	\$36.20	\$19.42	\$57.07	\$37.45	\$19.62	\$58.52	\$38.70	\$19.82	\$60.02	\$39.95	\$20.07	3,13
Millwright	\$55.87	\$36.45	\$19.42	\$57.32	\$37.70	\$19.62	\$58.77	\$38.95	\$19.82	\$60.27	\$40.20	\$20.07	3,13
Power Saw Operator (2 h.p. & above)	\$55.77	\$36.35	\$19.42	\$57.22	\$37.60	\$19.62	\$58.67	\$38.85	\$19.82	\$60.17	\$40.10	\$20.07	3,13
* CEMENT FINISHER:	11/8/10			8/29/11			9/3/12			9/2/13			
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$54.72	\$32.40	\$22.32	\$56.47	\$33.85	\$22.62	\$58.22	\$35.30	\$22.92	\$59.77	\$36.80	\$22.97	12,13
Trowel Machine Operator	\$54.87	\$32.55	\$22.32	\$56.62	\$34.00	\$22.62	\$58.37	\$35.45	\$22.92	\$59.92	\$36.95	\$22.97	12,13
CHLORINATOR	9/20/10												
	\$26.11	\$23.81	\$2.30	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 474

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	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	
* DIVER:	2/21/11												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$72.25	\$48.38	\$23.87	-	-	-	-	-	-	-	-	-	13
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$81.62	\$57.75	\$23.87	-	-	-	-	-	-	-	-	-	13
Stand-by Diver (Aqua Lung) (Scuba)	\$62.87	\$39.00	\$23.87	-	-	-	-	-	-	-	-	-	13
Diver (Other than Aqua Lung)	\$81.62	\$57.75	\$23.87	-	-	-	-	-	-	-	-	-	4,13
Stand-by Diver (Other than Aqua Lung)	\$62.87	\$39.00	\$23.87	-	-	-	-	-	-	-	-	-	4,13
Tender (Other than Aqua Lung)	\$59.84	\$35.97	\$23.87	-	-	-	-	-	-	-	-	-	13
DRAPERY INSTALLER	9/20/10												
	\$18.12	\$15.35	\$2.77	-	-	-	-	-	-	-	-	-	
* DRYWALL INSTALLER	8/30/10			8/29/11			8/27/12			8/26/13			
	\$55.87	\$36.45	\$19.42	\$57.32	\$37.70	\$19.62	\$58.77	\$38.95	\$19.82	\$60.27	\$40.20	\$20.07	13
ELECTRICIAN:	2/20/11												
Cable Splicer (inside/outside)	\$70.74	\$44.33	\$26.41	-	-	-	-	-	-	-	-	-	5
	2/21/11												
* Ground Worker (outside)	\$52.34	\$30.23	\$22.11	-	-	-	-	-	-	-	-	-	5
	2/20/11												
Heavy Equipment Operator (outside)	\$60.22	\$36.27	\$23.95	-	-	-	-	-	-	-	-	-	5
Line Installer (outside); Wire Installer (inside)	\$65.48	\$40.30	\$25.18	-	-	-	-	-	-	-	-	-	5
Technician (inside/outside)	\$67.07	\$41.51	\$25.56	-	-	-	-	-	-	-	-	-	5
	2/21/11												
* Telecommunication Worker	\$33.49	\$23.20	\$10.29										
* ELEVATOR CONSTRUCTOR MECHANIC	2/21/11												
	\$71.265	\$49.48	\$21.785	-	-	-	-	-	-	-	-	-	13
* EQUIPMENT OPERATOR:	2/21/11												
Group 1	\$57.56	\$33.69	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 2	\$57.67	\$33.80	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 3	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 4	\$58.11	\$34.24	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 5	\$58.42	\$34.55	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 6	\$59.07	\$35.20	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 7	\$59.39	\$35.52	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 8	\$59.50	\$35.63	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 9	\$59.61	\$35.74	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 9A	\$59.84	\$35.97	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 10	\$59.90	\$36.03	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 10A	\$60.05	\$36.18	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 11	\$60.20	\$36.33	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 12	\$60.56	\$36.69	\$23.87	-	-	-	-	-	-	-	-	-	6,13
Group 12A	\$60.92	\$37.05	\$23.87	-	-	-	-	-	-	-	-	-	6,13
FENCE ERECTOR (CHAIN-LINK TYPE)	9/20/10												
	\$20.87	\$15.00	\$5.87	-	-	-	-	-	-	-	-	-	

WAGE RATE SCHEDULE BULLETIN NO. 474

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	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	
FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	2/28/10												
	\$48.10	\$27.60	\$20.50	-	-	-	-	-	-	-	-	-	
GLAZIER	9/20/10												
	\$54.77	\$31.05	\$23.72	-	-	-	-	-	-	-	-	-	7
* HELICOPTER WORK:	2/21/11												
Airborne Hoist Operator	\$61.42	\$37.55	\$23.87	-	-	-	-	-	-	-	-	-	13
Co-Pilot	\$61.56	\$37.69	\$23.87	-	-	-	-	-	-	-	-	-	13
Pilot	\$61.73	\$37.86	\$23.87	-	-	-	-	-	-	-	-	-	13
IRONWORKER:	9/20/10			9/1/11									
Reinforcing, Structural	\$61.26	\$33.75	\$27.51	\$61.76	\$33.75	\$28.01	-	-	-	-	-	-	8
* LABORER:	8/30/10			8/29/11			9/3/12			9/2/13			
Driller	\$46.21	\$30.30	\$15.91	\$47.21	\$31.30	\$15.91	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	3
Guniting Operator	\$45.71	\$29.80	\$15.91	\$46.71	\$30.80	\$15.91	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	3
High Scaler (Working Suspended)	\$45.71	\$29.80	\$15.91	\$46.71	\$30.80	\$15.91	\$47.76	\$31.80	\$15.96	\$48.76	\$32.80	\$15.96	
Laborer I	\$45.21	\$29.30	\$15.91	\$46.21	\$30.30	\$15.91	\$47.26	\$31.30	\$15.96	\$48.26	\$32.30	\$15.96	3
Laborer II	\$42.61	\$26.70	\$15.91	\$43.61	\$27.70	\$15.91	\$44.66	\$28.70	\$15.96	\$45.66	\$29.70	\$15.96	3
Light Clean-up (Janitorial) Laborer	\$31.82	\$20.70	\$11.12	\$33.17	\$21.70	\$11.47	\$34.37	\$22.70	\$11.67	\$35.47	\$23.70	\$11.77	3
Powder Blaster	\$46.21	\$30.30	\$15.91	\$47.21	\$31.30	\$15.91	\$48.26	\$32.30	\$15.96	\$49.26	\$33.30	\$15.96	3
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$44.71	\$28.80	\$15.91	\$45.71	\$29.80	\$15.91	\$46.76	\$30.80	\$15.96	\$47.76	\$31.80	\$15.96	
* LANDSCAPER:	9/20/10			8/29/11			9/3/12			9/2/13			
Landscape & Irrigation Laborer A	\$29.55	\$21.30	\$8.25	\$30.22	\$21.70	\$8.52	\$31.14	\$22.15	\$8.99	\$32.16	\$22.65	\$9.51	
Landscape & Irrigation Laborer B	\$30.05	\$21.80	\$8.25	\$30.72	\$22.20	\$8.52	\$31.64	\$22.65	\$8.99	\$32.66	\$23.15	\$9.51	
Landscape & Irrigation Maintenance Laborer	\$26.05	\$17.80	\$8.25	\$26.72	\$18.20	\$8.52	\$27.64	\$18.65	\$8.99	\$28.66	\$19.15	\$9.51	
* LATHER	8/30/10			8/29/11			8/27/12			8/26/13			
	\$55.87	\$36.45	\$19.42	\$57.32	\$37.70	\$19.62	\$58.77	\$38.95	\$19.82	\$60.27	\$40.20	\$20.07	13
* MASON; Bricklayer;	11/8/10			8/29/11			9/3/12			9/2/13			
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$54.77	\$32.45	\$22.32	\$56.52	\$33.90	\$22.62	\$58.27	\$35.35	\$22.92	\$59.82	\$36.85	\$22.97	12,13
Pointer-Caulker-Weatherproofer	\$55.02	\$32.70	\$22.32	\$56.77	\$34.15	\$22.62	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	12,13
* PAINTER: (Note: 2 increases per year)	1/1/11			7/1/11			1/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	\$57.50	\$33.10	\$24.40	\$58.40	\$33.60	\$24.80	\$59.15	\$34.10	\$25.05	-	-	-	13
							7/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	-	-	-	-	-	-	\$59.90	\$34.60	\$25.30	-	-	-	13
* PLASTERER	11/8/10			8/29/11			9/3/12			9/2/13			
	\$55.56	\$33.24	\$22.32	\$57.31	\$34.69	\$22.62	\$59.06	\$36.14	\$22.92	\$60.61	\$37.64	\$22.97	12,13

WAGE RATE SCHEDULE BULLETIN NO. 474

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	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	
* PLUMBER: (Note: 2 increases per year)	7/5/10			7/3/11			1/1/12			1/6/13			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$57.43	\$35.60	\$21.83	\$58.36	\$36.10	\$22.26	\$59.26	\$36.60	\$22.66	\$60.86	\$37.60	\$23.26	9
							7/1/12			7/7/13			
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	-	-	-	\$59.96	\$37.10	\$22.86	\$61.86	\$38.10	\$23.76	9
ROOFER:	9/26/10			9/25/11									
Shingle, Tile, Built-up Roofing	\$50.58	\$34.85	\$15.73	\$52.43	\$36.10	\$16.33	-	-	-	-	-	-	
Coal Tar Pitch	\$85.43	\$69.70	\$15.73	\$88.53	\$72.20	\$16.33	-	-	-	-	-	-	
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
* SHEETMETAL WORKER	9/20/10			2/27/11									
	\$58.53	\$36.68	\$21.85	\$59.53	\$37.10	\$22.43	-	-	-	-	-	-	10
TAPER	1/1/10												
	\$55.40	\$39.00	\$16.40	-	-	-	-	-	-	-	-	-	13
TERMITE TREATER	9/20/10												
	\$11.46	\$10.00	\$1.46	-	-	-	-	-	-	-	-	-	
* TERRAZZO:	11/8/10			8/29/11			9/3/12			9/2/13			
Terrazzo Setter	\$55.02	\$32.70	\$22.32	\$56.77	\$34.15	\$22.62	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	12,13
Terrazzo Base Grinder	\$53.21	\$30.89	\$22.32	\$54.96	\$32.34	\$22.62	\$56.71	\$33.79	\$22.92	\$58.26	\$35.29	\$22.97	12,13
Certified Terrazzo Floor Grinder and Tender	\$51.66	\$29.34	\$22.32	\$53.41	\$30.79	\$22.62	\$55.16	\$32.24	\$22.92	\$56.71	\$33.74	\$22.97	12,13
Terrazzo Floor Grinder	\$50.16	\$27.84	\$22.32	\$51.91	\$29.29	\$22.62	\$53.66	\$30.74	\$22.92	\$55.21	\$32.24	\$22.97	12,13
* TILE SETTER:	11/8/10			8/29/11			9/3/12			9/2/13			
Ceramic Hard Tile; Marble Setter	\$55.02	\$32.70	\$22.32	\$56.77	\$34.15	\$22.62	\$58.52	\$35.60	\$22.92	\$60.07	\$37.10	\$22.97	12,13
Certified Ceramic Tile & Marble Helper	\$51.66	\$29.34	\$22.32	\$53.41	\$30.79	\$22.62	\$55.16	\$32.24	\$22.92	\$56.71	\$33.74	\$22.97	12,13
TRUCK DRIVER:	9/20/10												
Concrete Mixer	\$32.28	\$30.00	\$2.28	-	-	-	-	-	-	-	-	-	
Concrete Mixer/Booster	\$40.24	\$30.53	\$9.71	-	-	-	-	-	-	-	-	-	
	2/21/11												
* Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons)	\$58.11	\$34.24	\$23.87	-	-	-	-	-	-	-	-	-	13
* Flatbed, Utility, etc.	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	13
* End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$59.50	\$35.63	\$23.87	-	-	-	-	-	-	-	-	-	13
* Semi-Trailer, Rock Cans, or Semi-Dump	\$59.07	\$35.20	\$23.87	-	-	-	-	-	-	-	-	-	13
* Slip-in or Pup	\$59.39	\$35.52	\$23.87	-	-	-	-	-	-	-	-	-	13
* Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$58.42	\$34.55	\$23.87	-	-	-	-	-	-	-	-	-	13

WAGE RATE SCHEDULE BULLETIN NO. 474

Classification	Current			2011			2012			2013			Remarks See Pg 6-7
	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	
* UNDERGROUND LABORER:	8/30/10			8/29/11			9/3/12			9/2/13			
Worker in a raise, shaft, or tunnel.													
Group 1	\$45.81	\$29.90	\$15.91	\$46.81	\$30.90	\$15.91	\$47.86	\$31.90	\$15.96	\$48.86	\$32.90	\$15.96	
Group 2	\$47.31	\$31.40	\$15.91	\$48.31	\$32.40	\$15.91	\$49.36	\$33.40	\$15.96	\$50.36	\$34.40	\$15.96	
Group 3	\$47.81	\$31.90	\$15.91	\$48.81	\$32.90	\$15.91	\$49.86	\$33.90	\$15.96	\$50.86	\$34.90	\$15.96	
Group 4	\$48.81	\$32.90	\$15.91	\$49.81	\$33.90	\$15.91	\$50.86	\$34.90	\$15.96	\$51.86	\$35.90	\$15.96	
Group 5	\$49.06	\$33.15	\$15.91	\$50.06	\$34.15	\$15.91	\$51.11	\$35.15	\$15.96	\$52.11	\$36.15	\$15.96	
Group 6	\$49.16	\$33.25	\$15.91	\$50.16	\$34.25	\$15.91	\$51.21	\$35.25	\$15.96	\$52.21	\$36.25	\$15.96	
Group 7	\$49.41	\$33.50	\$15.91	\$50.41	\$34.50	\$15.91	\$51.46	\$35.50	\$15.96	\$52.46	\$36.50	\$15.96	
Group 8	\$49.86	\$33.95	\$15.91	\$50.86	\$34.95	\$15.91	\$51.91	\$35.95	\$15.96	\$52.91	\$36.95	\$15.96	
* WATER FRONT CONSTRUCTION (DREDGING):	2/21/11												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$60.56	\$36.69	\$23.87	-	-	-	-	-	-	-	-	-	11,13
Mechanic; Welder; Watch Engineer	\$59.90	\$36.03	\$23.87	-	-	-	-	-	-	-	-	-	13
Deckmate; Bargemate	\$59.50	\$35.63	\$23.87	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand; Barge Worker	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	13
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$60.20	\$36.33	\$23.87	-	-	-	-	-	-	-	-	-	13
Mechanic; Welder	\$59.90	\$36.03	\$23.87	-	-	-	-	-	-	-	-	-	13
Watch Engineer (steam or electric)	\$60.05	\$36.18	\$23.87	-	-	-	-	-	-	-	-	-	13
Dozer Operator	\$59.84	\$35.97	\$23.87	-	-	-	-	-	-	-	-	-	13
Deckmate	\$59.50	\$35.63	\$23.87	-	-	-	-	-	-	-	-	-	13
Winch Operator (stern winch on dredge)	\$59.39	\$35.52	\$23.87	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	13
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$60.56	\$36.69	\$23.87	-	-	-	-	-	-	-	-	-	13
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$59.50	\$35.63	\$23.87	-	-	-	-	-	-	-	-	-	13
Saurman Type Dragline (over 5 cu. yds.)	\$59.90	\$36.03	\$23.87	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	13
BOAT OPERATORS:													
Master Boat Operator	\$60.20	\$36.33	\$23.87	-	-	-	-	-	-	-	-	-	13
Boat Operator	\$60.05	\$36.18	\$23.87	-	-	-	-	-	-	-	-	-	13
Boat Deckhand	\$57.84	\$33.97	\$23.87	-	-	-	-	-	-	-	-	-	13
WELDER:													
Use wages of craft to which welding is incidental.													
WATER WELL DRILLER:	9/20/10												
Water Well Driller	\$32.25	\$27.00	\$5.25	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$22.11	\$17.00	\$5.11	-	-	-	-	-	-	-	-	-	

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

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

REMARKS

1. Asbestos Worker/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.
2. Asphalt Paving: Oil Tanker has been renamed to Hot Liquid Asphalt Tanker.
3. Carpenter, Laborer (excluding High Scaler, Window Washer): \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
4. Diver:
 - A. On any dive exceeding 50 feet, the diver shall in addition be paid the following amount of "depth money":

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

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

5 feet to 50 feet	\$5.00 per day
50 feet to 100 feet	\$7.50 per day
100 feet to 150 feet	\$12.50 per day
150 feet to 200 feet	\$36.75 per day
200 feet to 300 feet	\$1.00 per foot
300 feet to 450 feet	\$1.50 per foot
450 feet to 600 feet	\$2.50 per foot
5. 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:
 - 1) While working from trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.

REMARKS

6. Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
- C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
- D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.

7. Glazier: \$.50 per hour shall be added to the hourly wage for height pay for exterior glazing work performed from a scaffold or rigging 25 feet or more above the ground level.
8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
10. Sheetmetal Worker: A. For overtime purposes: ((Basic hourly rate less \$3.13 multiplied by 1.5) + \$3.13 + Fringe total.
Effective 2/27/11: For overtime purposes: ((Basic hourly rate less \$3.20 multiplied by 1.5) + \$3.20 + Fringe total.
B. Add \$.03 to the total fringe benefit hourly rate per Hawaii Revised Statutes, Section 104-2 (b)(2)
11. Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
12. 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.
13. Possible wage/fringe option increases:
Asphalt Paving: Effective WRS 475 - \$2.75
Carpenter, Drywall Installer, Lather: Effective WRS 475 - \$0.30; 8/27/12 - \$0.30; 8/26/13 - \$0.50
Cement Finisher, Mason, Plasterer, Terrazzo, Tile Setter: Effective 9/3/12 - \$0.25; 9/2/13 - \$0.25
Diver, Equipment Operator, Helicopter Work, Truck Driver, Water Front Construction: Effective WRS 475 - \$2.50; 2/27/12 - \$1.50
Elevator Constructor Mechanic: Effective 1/1/12 - \$3.00
Painter: Effective 1/1/12 - \$0.15; 7/1/12 - \$0.30
Taper: Effective 1/1/12 - \$1.50; 1/1/13 - \$1.75; 1/1/14 - \$2.00

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* ASBESTOS WORKER/INSULATOR													
Hired After 5/3/95	2000	\$18.33										\$6.94	1
"	2000		\$18.33									\$16.21	1
"	2000			\$21.99								\$16.49	1
"	2000				\$25.66							\$16.76	1
"	2000					\$29.32						\$17.04	1
* BOILERMAKER	1000	\$23.31	\$24.98	\$26.64	\$28.31	\$29.97	\$31.64					\$24.68	
CARPENTER													
Indentured Prior to 9/1/02	1000	\$14.48										\$11.57	2
"	1000		\$16.29	\$18.10	\$21.72	\$25.34	\$28.96	\$32.58	\$34.39			\$19.42	2
Indentured After 9/1/02	1000	\$14.48										\$7.57	2
"	1000		\$16.29									\$10.72	2
"	1000			\$18.10	\$21.72							\$13.22	2
"	1000					\$25.34	\$28.96					\$15.22	2
"	1000							\$32.58	\$34.39			\$17.22	2
(Effective 8/29/11)													
* CARPENTER													
Indentured Prior to 9/1/02	1000	\$14.98										\$11.77	2
"	1000		\$16.85	\$18.73	\$22.47	\$26.22	\$29.96	\$33.71	\$35.58			\$19.62	2
Indentured After 9/1/02	1000	\$14.98										\$7.77	2
"	1000		\$16.85									\$10.92	2
"	1000			\$18.73	\$22.47							\$13.42	2
"	1000					\$26.22	\$29.96					\$15.42	2
"	1000							\$33.71	\$35.58			\$17.42	2
CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$16.20										\$6.87	10
"	1000		\$17.82	\$19.44	\$22.68	\$24.30	\$25.92	\$27.54	\$29.16			\$22.32	10
Indentured On or After 9/1/03	1000	\$16.20	\$17.82	\$19.44	\$22.68	\$24.30	\$25.92	\$27.54	\$29.16			\$10.87	10
(Effective 8/29/11)													
* CEMENT FINISHER													
Indentured Prior to 9/1/03	1000	\$16.93										\$6.87	10
"	1000		\$18.62	\$20.31	\$23.70	\$25.39	\$27.08	\$28.77	\$30.47			\$22.62	10
Indentured On or After 9/1/03	1000	\$16.93	\$18.62	\$20.31	\$23.70	\$25.39	\$27.08	\$28.77	\$30.47			\$10.87	10
TILE SETTER													
CERAMIC & HARD TILE													
Indentured Prior to 9/1/03	1000	\$16.35										\$6.87	10
"	1000		\$17.99	\$19.62	\$22.89	\$24.53	\$26.16	\$27.80	\$29.43			\$22.32	10
Indentured On or After 9/1/03	1000	\$16.35	\$17.99	\$19.62	\$22.89	\$24.53	\$26.16	\$27.80	\$29.43			\$10.87	10

TILE SETTER: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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and where the journeyworker to apprentice ratio is met.

Apprentice Classifications		Interval Hrs	BASIC HOURLY RATE									FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
			1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
(Effective 8/29/11)													
* TILE SETTER													
CERAMIC & HARD TILE													
Indentured Prior to 9/1/03	1000	\$17.08										\$6.87	10
"	1000		\$18.78	\$20.49	\$23.91	\$25.61	\$27.32	\$29.03	\$30.74			\$22.62	10
Indentured On or After 9/1/03	1000	\$17.08	\$18.78	\$20.49	\$23.91	\$25.61	\$27.32	\$29.03	\$30.74			\$10.87	10
* EQUIPMENT OPERATOR, CONSTRUCTION													
Indentured Prior to 9/1/02	1000	\$17.99										\$6.50	3
"	1000		\$19.78	\$21.58	\$25.18	\$28.78	\$32.37					\$23.87	3
Indentured On or After 9/1/02	1000	\$17.99										\$6.50	3
"	1000		\$19.78									\$14.24	3
"	1000			\$21.58								\$14.94	3
"	1000				\$25.18							\$16.36	3
"	1000					\$28.78						\$17.76	3
"	1000						\$32.37					\$19.18	3
DRYWALL INSTALLER													
Indentured Prior to 9/1/02	1000	\$14.58										\$11.57	
"	1000		\$16.40	\$18.23	\$21.87	\$25.52	\$29.16	\$32.81	\$34.63			\$19.42	
Indentured After 9/1/02	1000	\$14.58										\$7.57	
"	1000		\$16.40									\$10.72	
"	1000			\$18.23	\$21.87							\$13.22	
"	1000					\$25.52	\$29.16					\$15.22	
"	1000							\$32.81	\$34.63			\$17.22	
(Effective 8/29/11)													
* DRYWALL INSTALLER													
Indentured Prior to 9/1/02	1000	\$15.08										\$11.77	
"	1000		\$16.97	\$18.85	\$22.62	\$26.39	\$30.16	\$33.93	\$35.82			\$19.62	
Indentured After 9/1/02	1000	\$15.08										\$7.77	
"	1000		\$16.97									\$10.92	
"	1000			\$18.85	\$22.62							\$13.42	
"	1000					\$26.39	\$30.16					\$15.42	
"	1000							\$33.93	\$35.82			\$17.42	
ELECTRICIAN (WIRE & LINE INSTALLER)													
"	1000	\$14.11										\$9.76	
"	1000		\$16.12									\$10.05	
"	1000			\$18.14								\$15.66	4
"	1000				\$20.15							\$16.54	4
"	1000					\$22.17						\$17.42	4
"	1000						\$24.18					\$18.26	4
"	1000							\$26.20				\$19.14	4
"	1000								\$28.21			\$19.99	4
"	1000									\$32.24		\$21.74	4
"	1000										\$36.27	\$23.46	4

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* ELEVATOR CONSTRUCTOR	850	\$24.74										-	
"	850		\$27.21									\$21.785	
"	1700			\$32.16	\$34.64	\$39.58						\$21.785	
FLOOR LAYER													
Indentured After 2/27/94	1000	\$11.04	\$12.42									\$12.25	
"	1000			\$13.80	\$15.18							\$16.50	
"	1000					\$16.56	\$17.94	\$20.70	\$23.46			\$20.50	
GLAZIER													
Indentured Prior to 7/1/99	1000	\$17.08										\$21.92	5
"	1000		\$18.63									\$22.12	5
"	1000			\$21.74								\$22.52	5
"	1000				\$23.29							\$22.72	5
"	1000					\$24.84						\$22.92	5
"	1000						\$26.39					\$23.12	5
"	1000							\$27.95				\$23.32	5
"	1000								\$29.50			\$23.52	5
Indentured On or After 7/1/99	1000	\$13.97										\$21.52	5
"	1000		\$15.53									\$21.72	5
"	1000			\$17.08								\$21.92	5
"	1000				\$18.63							\$22.12	5
"	1000					\$21.74						\$22.52	5
"	1000						\$23.29					\$22.72	5
"	1000							\$24.84				\$22.92	5
"	1000								\$26.39			\$23.12	5
"	1000									\$27.95		\$23.32	5
"	1000										\$29.50	\$23.52	5
* HEAVY DUTY REPAIRER & WELDER (EQUIP. OPR 9A)													
Indentured Prior to 9/1/02	1000	\$17.99										\$6.50	3
"	1000		\$19.78	\$21.58	\$25.18	\$28.78	\$30.57	\$32.37	\$34.17			\$23.87	3
Indentured On or After 9/1/02	1000	\$17.99										\$6.50	3
"	1000		\$19.78									\$14.24	3
"	1000			\$21.58								\$14.94	3
"	1000				\$25.18							\$16.36	3
"	1000					\$28.78						\$17.76	3
"	1000						\$30.57					\$18.47	3
"	1000							\$32.37				\$19.18	3
"	1000								\$34.17			\$19.87	3

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
IRONWORKER (REINFORCING & STRUCTURAL)													
Indentured After 10/31/93	1000	\$16.88										\$22.77	6
"	1000		\$18.56									\$23.24	6
"	1000			\$20.25								\$23.71	6
"	1000				\$23.63							\$24.66	6
"	1000					\$27.00						\$25.61	6
"	1000						\$30.38					\$26.56	6
(Effective 9/1/11)													
* IRONWORKER (REINFORCING & STRUCTURAL)													
Indentured After 10/31/93	1000	\$16.88										\$23.27	6
"	1000		\$18.56									\$23.74	6
"	1000			\$20.25								\$24.21	6
"	1000				\$23.63							\$25.16	6
"	1000					\$27.00						\$26.11	6
"	1000						\$30.38					\$27.06	6
LABORER, CONSTRUCTION CRAFT (LABORER I)													
Indentured On or After 9/3/02	1000	\$14.65										\$5.60	2
"	1000		\$17.58	\$20.51	\$23.44							\$11.77	2
(Effective 8/29/11)													
* LABORER, CONSTRUCTION CRAFT (LABORER I)													
Indentured On or After 9/3/02	1000	\$15.15										\$5.60	2
"	1000		\$18.18	\$21.21	\$24.24							\$11.77	2
LATHER													
Indentured Prior to 9/1/02	1000	\$14.58										\$11.57	
"	1000		\$16.40	\$18.23	\$21.87	\$25.52	\$29.16	\$32.81	\$34.63			\$19.42	
Indentured After 9/1/02	1000	\$14.58										\$7.57	
"	1000		\$16.40									\$10.72	
"	1000			\$18.23	\$21.87							\$13.22	
"	1000					\$25.52	\$29.16					\$15.22	
"	1000							\$32.81	\$34.63			\$17.22	
(Effective 8/29/11)													
* LATHER													
Indentured Prior to 9/1/02	1000	\$15.08										\$11.77	
"	1000		\$16.97	\$18.85	\$22.62	\$26.39	\$30.16	\$33.93	\$35.82			\$19.62	
Indentured After 9/1/02	1000	\$15.08										\$7.77	
"	1000		\$16.97									\$10.92	
"	1000			\$18.85	\$22.62							\$13.42	
"	1000					\$26.39	\$30.16					\$15.42	
"	1000							\$33.93	\$35.82			\$17.42	

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
MASON													
BRICKLAYER													
Indentured Prior to 9/1/03	1000	\$16.23										\$6.87	10
"	1000		\$17.85	\$19.47	\$22.72	\$24.34	\$25.96	\$27.58	\$29.21			\$22.32	10
Indentured On or After 9/1/03	1000	\$16.23	\$17.85	\$19.47	\$22.72	\$24.34	\$25.96	\$27.58	\$29.21			\$10.87	10
STONE MASON													
Indentured Prior to 9/1/03	1000	\$17.85										\$6.87	10
"	1000		\$19.47	\$21.09	\$22.72	\$24.34	\$25.96	\$27.58	\$29.21			\$22.32	10
Indentured On or After 9/1/03	1000	\$17.85	\$19.47	\$21.09	\$22.72	\$24.34	\$25.96	\$27.58	\$29.21			\$10.87	10
POINTER-CAULKER-WEATHERPROOFER													
Indentured Prior to 9/1/03	1000	\$16.35										\$6.87	10
"	1000		\$17.99	\$19.62	\$22.89	\$26.16	\$29.43					\$22.32	10
Indentured On or After 9/1/03	1000	\$16.35	\$17.99	\$19.62	\$22.89	\$26.16	\$29.43					\$10.87	10
(Effective 8/29/11)													
* MASON													
BRICKLAYER													
Indentured Prior to 9/1/03	1000	\$16.95										\$6.87	10
"	1000		\$18.65	\$20.34	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$22.62	10
Indentured On or After 9/1/03	1000	\$16.95	\$18.65	\$20.34	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$10.87	10
STONE MASON													
Indentured Prior to 9/1/03	1000	\$18.65										\$6.87	10
"	1000		\$20.34	\$22.04	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$22.62	10
Indentured On or After 9/1/03	1000	\$18.65	\$20.34	\$22.04	\$23.73	\$25.43	\$27.12	\$28.82	\$30.51			\$10.87	10
POINTER-CAULKER-WEATHERPROOFER													
Indentured Prior to 9/1/03	1000	\$17.08										\$6.87	10
"	1000		\$18.78	\$20.49	\$23.91	\$27.32	\$30.74					\$22.62	10
Indentured On or After 9/1/03	1000	\$17.08	\$18.78	\$20.49	\$23.91	\$27.32	\$30.74					\$10.87	10
* PAINTER													
"	1000	\$14.90										\$5.65	
"	1000		\$16.55	\$18.21	\$19.86	\$21.52						\$9.15	
"	1000						\$23.17					\$10.15	
"	1000							\$26.48	\$29.79			\$10.90	
(Effective 7/1/11)													
* PAINTER													
"	1000	\$15.12										\$6.05	
"	1000		\$16.80	\$18.48	\$20.16	\$21.84						\$9.55	
"	1000						\$23.52					\$10.55	
"	1000							\$26.88	\$30.24			\$11.30	

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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and where the journeyworker to apprentice ratio is met.

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
* PAVING EQUIPMENT OPERATOR	1000	\$19.56										\$6.60	
"	1000		\$24.90									\$14.87	
"	1000			\$28.46								\$17.14	
"	1000				\$32.01							\$20.15	
PLASTERER													
Indentured Prior to 12/1/98	1000	\$16.62										\$6.87	10
"	1000		\$18.28	\$19.94	\$23.27	\$24.93	\$26.59	\$28.25	\$29.92			\$22.32	10
Indentured On or After 12/1/98 and Prior to 9/1/03	1000	\$13.30										\$6.87	10
"	1000		\$14.96	\$16.62	\$18.28	\$19.94	\$23.27	\$26.59	\$29.92			\$22.32	10
Indentured On or After 9/1/03	1000	\$13.30	\$14.96	\$16.62	\$18.28	\$19.94	\$23.27	\$26.59	\$29.92			\$10.87	10
(Effective 8/29/11)													
* PLASTERER													
Indentured Prior to 12/1/98	1000	\$17.35										\$6.87	10
"	1000		\$19.08	\$20.81	\$24.28	\$26.02	\$27.75	\$29.49	\$31.22			\$22.62	10
Indentured On or After 12/1/98 and Prior to 9/1/03	1000	\$13.88										\$6.87	10
"	1000		\$15.61	\$17.35	\$19.08	\$20.81	\$24.28	\$27.75	\$31.22			\$22.62	10
Indentured On or After 9/1/03	1000	\$13.88	\$15.61	\$17.35	\$19.08	\$20.81	\$24.28	\$27.75	\$31.22			\$10.87	10
PLUMBER:													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85	1000	\$12.46										\$16.41	7
"	1000		\$14.24									\$16.83	7
"	1000			\$16.02								\$17.25	7
"	1000				\$17.80							\$17.67	7
"	1000					\$19.58						\$18.08	7
"	1000						\$21.36					\$18.50	7
"	1000							\$23.14				\$18.92	7
"	1000								\$24.92			\$19.34	7
"	1000									\$26.70		\$19.75	7
"	1000										\$28.48	\$20.16	7
Indentured On or After 9/2/85	1000	\$14.31										\$1.40	7
"	1000		\$14.31									\$1.45	7
"	2000			\$16.91								\$2.93	7
"	2000				\$19.58							\$3.75	7
"	2000					\$23.14						\$4.58	7
"	2000						\$26.70					\$5.28	7

PLUMBER: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications		BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks
	Interval Hrs	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	See Pg 9
(Effective 7/3/11)													
* PLUMBER:													
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION													
AIR CONDITIONING; STEAMFITTER-WELDER													
Indentured Prior to 9/2/85													
	1000	\$12.64										\$16.57	7
"	1000		\$14.44									\$17.00	7
"	1000			\$16.25								\$17.44	7
"	1000				\$18.05							\$17.88	7
"	1000					\$19.86						\$18.32	7
"	1000						\$21.66					\$18.76	7
"	1000							\$23.47				\$19.19	7
"	1000								\$25.27			\$19.63	7
"	1000									\$27.08		\$20.07	7
"	1000										\$28.88	\$20.51	7
Indentured On or After 9/2/85													
	1000	\$14.51										\$1.40	7
"	1000		\$14.51									\$1.45	7
"	2000			\$17.15								\$2.93	7
"	2000				\$19.86							\$3.75	7
"	2000					\$23.47						\$4.58	7
"	2000						\$27.08					\$5.28	7
ROOFER													
Indentured Prior to 11/1/98													
	1000	\$15.68	\$17.43	\$20.91								\$11.48	8
"	1000				\$24.40	\$27.88	\$31.37	\$33.11				\$15.73	
Indentured On or After 11/1/98													
	1000	\$15.68	\$17.43	\$20.91								\$11.48	8
"	1000				\$24.40	\$27.88	\$29.62	\$31.37	\$33.11			\$15.73	
(Effective 9/25/11)													
* ROOFER													
Indentured Prior to 11/1/98													
	1000	\$16.25	\$18.05	\$21.66								\$12.08	8
"	1000				\$25.27	\$28.88	\$32.49	\$34.30				\$16.33	
Indentured On or After 11/1/98													
	1000	\$16.25	\$18.05	\$21.66								\$12.08	8
"	1000				\$25.27	\$28.88	\$30.69	\$32.49	\$34.30			\$16.33	

APPRENTICE SCHEDULE BULLETIN NO. 474 February 21, 2011

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks See Pg 9
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
SHEETMETAL WORKER	1000	\$16.55										\$10.18	9
"	1000		\$18.23									\$10.32	9
"	1000			\$19.91								\$17.64	9
"	1000				\$21.58							\$18.05	9
"	1000					\$23.26						\$18.47	9
"	1000						\$24.94					\$18.89	9
"	1000							\$26.62				\$19.31	9
"	1000								\$28.29			\$19.73	9
"	1000									\$29.97		\$20.15	9
"	1000										\$31.65	\$20.59	9
(Effective 2/27/11)													
* SHEETMETAL WORKER	1000	\$16.76										\$10.44	9
"	1000		\$18.46									\$10.59	9
"	1000			\$20.15								\$18.04	9
"	1000				\$21.85							\$18.47	9
"	1000					\$23.54						\$18.90	9
"	1000						\$25.24					\$19.35	9
"	1000							\$26.93				\$19.78	9
"	1000								\$28.63			\$20.23	9
"	1000									\$30.32		\$20.67	9
"	1000										\$32.02	\$21.11	9
* TAPER	1000	\$15.60	\$17.55	\$19.50	\$21.45	\$23.40						\$6.00	
	1000						\$25.35					\$6.50	
	1000							\$29.25	\$33.15			\$7.00	
* TELECOMMUNICATION WORKER	1000	\$11.60										\$8.31	
"	1000		\$12.76									\$8.52	
"	1000			\$13.92								\$8.72	
"	1000				\$15.08							\$8.91	
"	1000					\$16.24						\$9.11	
"	1000						\$17.40					\$9.32	
"	1000							\$18.56				\$9.50	
"	1000								\$19.72			\$9.70	
"	1000									\$20.88		\$9.91	
"	1000										\$22.04	\$10.09	

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

REMARKS:

1. Asbestos Worker/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 skyl climber suspended from a permanent structure and when working above 40 feet.
2. 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.
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:
 - 1) While working from 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: \$.50 per hour shall be added to the hourly wage for height pay for exterior glazing work performed from a scaffold or rigging 25 feet or more above the ground level.
6. 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.
7. 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.
8. Roofer: When an apprentice has accumulated 2500 hours, \$4.25 will be added to his/her pension/annuity plan.
9. Sheetmetal Worker: For overtime purposes: ((Basic hourly rate less \$3.13) multiplied by 1.5) + \$3.13 + Fringe total.
Effective 2/27/11: For overtime purposes: ((Basic hourly rate less \$3.20) multiplied by 1.5) + \$3.20 + Fringe total.
10. Cement Finisher, Tile Setter, Mason, Plasterer: \$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.

State of Hawaii
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
Princess Ruth Ke`elikolani Building
830 Punchbowl Street
Honolulu, Hawaii 96813

August 8, 2011
WAGE RATE SCHEDULE BULLETIN NO. 475
Addendum to Wage Rate Schedule Bulletin No. 474

This addendum lists decreases in wage rates in effect subsequent to Wage Rate Schedule (WRS) Bulletin No. 474. The wage rates contained herein are recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Chapter 104, Hawaii Revised Statutes. Wage rates listed in WRS Bulletin No. 474 remain in effect except for the changes noted in this addendum.

For additional wage rate schedules, please consult the Internet at <http://hawaii.gov/labor/rs>.

Questions on the schedule should be referred to the Research and Statistics Office at (808) 586-9019.

The next regular schedule will be issued on or about September 15, 2011.

DWIGHT TAKAMINE
Director



STATE OF HAWAII
NEIL ABERCROMBIE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DWIGHT TAKAMINE, Director
AUDREY HIDANO, Deputy Director

RESEARCH AND STATISTICS OFFICE
FRANCISCO P. CORPUZ, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Elienne Yoshida, Supervisor
Myra Oshiro

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 475
Addendum to Wage Rate Schedule Bulletin No. 474

Classification	Current			2011			2012			2013			Remarks
	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	
PAINTER:	8/8/11						1/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	\$58.00	\$33.60	\$24.40	-	-	-	\$58.75	\$34.10	\$24.65	-	-	-	13
							7/1/12						
Painter; Spray Painter; Sandblaster or Waterblaster	-	-	-	-	-	-	\$59.50	\$34.60	\$24.90	-	-	-	13

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

REMARKS:

13. Possible wage/fringe option increases: Painter: Effective 1/1/12 - \$0.15; 7/1/12 - \$0.30

APPRENTICE SCHEDULE BULLETIN NO. 475 August 8, 2011
Addendum to Apprentice Schedule Bulletin No. 474

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

Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE										FRINGE BENEFIT HOURLY RATE	Remarks
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	Total	
PAINTER	1000	\$15.12										\$5.65	
"	1000		\$16.80	\$18.48	\$20.16	\$21.84						\$9.15	
"	1000						\$23.52					\$10.15	
"	1000							\$26.88	\$30.24			\$10.90	
(Effective 1/1/12)													
PAINTER	1000	\$15.35										\$5.65	
"	1000		\$17.05	\$18.76	\$20.46	\$22.17						\$9.15	
"	1000						\$23.87					\$10.15	
"	1000							\$27.28	\$30.69			\$10.90	

SCOPE OF WORK
AND
TECHNICAL SPECIFICATIONS

PART 1 - GENERAL REQUIREMENTS

1.01 GENERAL PROVISIONS

- A. The General Conditions of the Contract and any Supplementary Conditions as agreed upon between the DHHL and the Contractor are a part of this Contract and shall govern the work.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

The Project consists of the furnishing all labor, equipment, cleaning supplies, materials and supervision to satisfactorily maintain the following:

MALUOHAI SUBDIVISION (See Map A)

The CONTRACTOR shall render the following services in the manner directed by the STATE:

1. Trimming of trees (SKIRTING OF TREES) within planter strips along within said Subdivisions on an as needed basis. (**Allowance**).
2. Maintenance service to be limited to within street areas identified on attached map.
3. General requirements for maintenance to include a) weeds shall not exceed an area greater than 10 percent of the overall grassed area, b) mowed grass shall be less than one inch in height, and c) all grass clippings, weeds, debris and tree trimmings shall be removed from the site at Contractor's expense.

KAUPEA SUBDIVISION (See Map B)

Trimming of trees (SKIRTING OF TREES) within the Kaupea Subdivision on an as needed basis (**Allowance**).

KANEHILI SUBDIVISION (See Map C)

On an "as needed" basis the DHHL will request a Cost Proposal from the selected Contractor to clean the common areas or individual lots. The Scope of Work will include, but not be limited to clearing of noxious vegetation, discarding of debris, installation of dust control measures, and other related work.

The method of payment for this extra work will come from the DHHL Allowance Fund.

1.03 DESCRIPTION

- A. The Contractor shall furnish all supervision, licenses, transportation, labor, equipment and materials as necessary to perform all specified landscape maintenance tasks:
1. All equipment shall be of such type as to accurately and effectively perform the task intended and to cause no hazards or dangers to the properties, residents, and pedestrians of Kapolei while doing so. Equipment shall be maintained in good condition so as not to produce excessive noise or noxious fumes beyond normal function.
 2. All materials used shall be of such type and quality as to accurately and effectively perform as intended and shall do so without damage to the properties or danger to the tenants and pedestrians.
 3. All personnel employed by the Contractor shall be thoroughly and correctly trained by the Contractor. The Contractor shall be responsible for all safety training of its employees and its subcontractors.
 4. The Contractor shall provide qualified supervision to direct all contracted personnel and maintenance operations at all times.
 5. All work shall be performed by trained, properly supervised personnel in accordance with the highest level of accepted landscape maintenance standards and horticultural practices. All chemicals will be applied by licensed personnel only. (See also Part 1.03, paragraph B.)
 6. Materials shall always be applied in strict accordance with manufacturer's directions. Where alternate products are available, the Contractor must present optional products to the DHHL to compare environmental impacts of each product.
 7. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
 8. Rubbish and landscape debris such as clippings and trimmings shall be removed from the site at the end of each day at the Contractor's expense.
 9. The Contractor shall submit a detailed monthly inspection or completion report for presentation to the DHHL. This report is to document precisely all work performed, by specific location, for the DHHL's records, including date, number of employee hours and all equipment and materials used. Progress payment may be withheld if the detailed monthly inspection reports are not submitted to DHHL as required.

10. The Contractor shall be responsible for the repair of any and all damages resulting from his or her activities while working on site. Such repair may consist of re-sodding affected areas and maintaining the areas until sod is established, replacement of plant material, irrigation repairs, etc. at no additional cost. If the Contractor is not able to make all required repairs, the DHHL shall contract for the repairs necessary and deduct the costs from the Contractor's next month invoices.
 11. The Contractor shall provide and use all applicable safety and warning equipment including, but not limited to, temporary signage, lights, flagman, etc., at all times while working on this contract. Any safety feature shall not be removed from the equipment. All vehicles must not exceed the posted speed limit and must obey all traffic laws and regulations.
 12. The Contractor shall provide a list of phone numbers of personnel who can be contacted in case of an emergency at the project site. The Contractor shall also provide personnel, equipment, and materials to repair or replace any damaged items of work. Work to be done in the event of an emergency shall conform to Paragraph 7.17.8 of the DHHL Interim General Conditions. The Contractor shall provide initial response to call-out within one hour of call-out, and have personnel on-site within three hours of initial notification.
- B. The Contractor shall adhere to the State Department of Health, State Department of Agriculture, and U.S. Department of Agriculture Regulations for Commercial Application of Pesticides.
1. All pesticide applicators shall be licensed or directly supervised by a licensed applicator. All licenses shall be for commercial application and shall be updated with the current category. Licensed applicator shall have training and experience in ornamental and turf pest control.
 2. The Contractor shall inform the DHHL of the pesticides, herbicides, fungicides and other chemical applications to be used prior to application. The Contractor shall submit copies of product data sheets, labels, and material safety data sheets of all chemicals applications to be used by the Contractor. The Contractor shall provide a minimum two weeks written notice prior to any chemical application.
 3. Upon completion of each chemical application, the applicator shall record all information on a data sheet and submit on a monthly basis to the DHHL.

- C. The Contractor shall be responsible for labor and materials used for maintenance:
1. All contracted personnel shall comply with the instructions pertaining to conduct and building regulations issued by duly appointed officials, such as building directors, inspectors, managers, guards, etc.
 2. All existing and new plant material shall be replaced at the Contractor's expense if the death or damage of the plant was caused by negligence or a direct act by the Contractor. Plant material shall be replaced by the DHHL if the death or damage occurred outside of the Contractor's control. All replacement plant material shall be in excellent health and acclimated. It shall be of type and habit indicative of the species and shall be of the same size, type, and habit as the plant being replaced, unless otherwise determined by the DHHL. The DHHL reserves the right to select, examine, and inspect any and all replacement plant materials and to reject any material determined to be unacceptable.
- D. The maintenance personnel for the Contractor shall limit their activities to maintenance tasks only and shall not perform any installations at any time unless the Contractor has received approval from the DHHL.
- E. The Contractor shall not perform work not called for in this Contract without the request and approval by the Chairman of the DHHL. Extras shall be submitted as a written proposal showing the itemized cost of labor, equipment and materials.

1.04 WORK BY OTHERS

- A. Work by others may be accomplished during the maintenance period. The Contractor shall permit access by other contractors and the DHHL to the Project as may be required to complete their work. The Contractor shall coordinate with the other contractors (directly or through the Contracting Officer) to determine when their work may be scheduled.

PART 2 - PRODUCTS

2.01 HERBICIDES AND WEED CONTROL

Use currently recommended and approved herbicides for weed control.

2.02 INSECTICIDES

As noted in Part 3.04, Insecticides shall be used in specific applications only. Use currently recommended and approved pesticides for pest control. Provide product label of insecticide, name of insect or pest, and plant material infested to the DHHL for review before applying insecticide.

2.03 SCREENED TOPSOIL

Natural, fertile, friable soil free from stones, noxious seeds, weeds (especially nut grass), roots, and subsoil in any quantity. Red Humic Latasol Soil, or types known as "Palolo Clay" or "Lualualei Clay" will not be accepted.

2.04 SOIL AMENDMENTS

- A. Organic Compost: 1/2" minus Menehune Mulch distributed by Hawaiian Earth Products, Ltd.; or approved equal.
- B. Redwood Shavings: Nitrogen stabilized and passing through a 1/4" screen.
- C. Cover Mulches

2.05 FERTILIZER

General:

Soil analysis and/or maintenance program, uniform in composition, free-flowing and suitable for application with approved equipment, delivered to the site in unopened container, each fully labeled, conforming to the applicable fertilizer laws, and bearing the name or mark of the manufacturer.

2.06 WATER:

Non-potable water to be used as required for irrigation purposes shall be furnished and paid for by the DHHL.

PART 3 - EXECUTION

3.01 INSPECTION

The Contractor will inspect the existing site conditions under which the work will be performed. The Contractor shall not proceed until all unsatisfactory conditions have been corrected. The Contractor shall immediately notify the DHHL of any discrepancies.

- A. Monthly inspections may be held at the Project site. The Contractor or its designated representative shall be present at each monthly inspection.
- B. At each monthly inspection, the Contractor shall have verified that all landscaped areas are free of weeds, neatly cultivated and raked. Lawns shall be neatly cut and all clippings removed.

- C. After each monthly inspection, if the DHHL determines that all work has been performed in accordance with the specifications, the DHHL shall confirm its acceptance of the work and shall process the monthly payment. If all or portions of the work are not acceptable under the terms and intent of the Specifications, the monthly payment may be withheld for that portion of the work until that work is completed or corrected to the satisfaction of the DHHL.

3.02 PROTECTION OF EXISTING PLANTS, IRRIGATION AND OTHERS

The Contractor shall be held responsible for all existing plants, irrigation systems and other landscape conditions and all work must be protected to the satisfaction of the DHHL.

3.03 GENERAL MAINTENANCE

General maintenance shall include but is not limited to watering, weeding (manual and chemical), fertilizing, moving, edging, trimming, pruning, applying chemicals, adjusting and repairing irrigation system and picking up debris in all landscape areas. The Contractor shall maintain the areas in a neat and orderly manner. All clippings, branches, debris, and rubbish which are accumulated during the day by the Contractor shall be bagged and hauled immediately or at the end of the work day. General maintenance must be performed to the satisfaction of DHHL.

3.04 INSECT AND DISEASE MANAGEMENT

- A. The Contractor shall be responsible for the detection, monitoring and controlling of all insects, diseases and plant problems. The Contractor shall be aware of the potential insect pests and diseases and shall make regular (at least weekly) and thorough inspections of all plant material and treat as necessary using products and methods that target the insect pest with minimal residue effects.

- B. Disease Control:

Apply fungicides and other chemicals as required to control plant disease.

3.05 LANDSCAPE MAINTENANCE

- A. Weed Control: All planting areas shall be kept weed-free at all times. Weeds shall be uprooted and removed completely and in no case shall they be allowed to grow and propagate. Large holes caused by weeding shall be filled with screened topsoil and raked level. An appropriate and labeled pre-emergent herbicide may be applied only upon approval by the DHHL. Contractor shall provide written notice to DHHL at least two weeks in advance of any herbicide use. Post-emergent, non-selective contact herbicides shall not be used unless special circumstances warrant their use and the Contractor has approval from the DHHL (i.e., on paved surfaces, sidewalks, etc.). Fill voids in landscaping created by

weeding with replacement plants as specified per this Technical Specification paragraph 1.03.C.2.

- B. Clean-up: All areas, including planting areas, plant materials, sidewalks, gutters, and paved areas shall be kept clean at all times. The Contractor shall remove and dispose of any and all trash including cigarette butts, sticks, natural debris such as soil, sand, rocks and gravel, withered flower buds, seed pods, leaves, etc. from all landscaped areas, including ground cover beds during every visit. All leaves and debris must be removed from all lawn and ground cover areas before mowing, including leaves, twigs, fruit and branches that drop.
- C. Pruning: In all pruning operations, be sure that cuts are flush with the branch or trunk from which they are removed. When pruning, always make the major cuts first, and then even-up the remaining plant. Use a thinning technique when removing the older growth from the base of the plant and be careful not to make all the cuts on one side of the plant. Remove the older branches at evenly spaced intervals, so that when pruning is finished, the plant will still retain its natural graceful shape. When the base pruning is finished, the plant will still retain its natural graceful shape. When the base pruning has been completed, it may be necessary to remove a few small branches at the top, and occasional larger branches to keep the plant in good form.
 - 1. Shrubs: all woody plants massed in beds and not pruned into a hedge shall be hand-pruned using a thinning technique to maintain the natural habit indicative of the species. Cuts shall be made above an out-facing bud or branch and all cuts shall be hidden. Shrubs shall be pruned by hand as necessary to maintain a neat and trim appearance. Shrubs such as Bougainvillea and Hibiscus should be pruned with shears to establish and maintain a uniform coverage and height. Groundcover shall be maintained 4" - 6" away from the trunks of all trees and shrubs at all times.
 - 2. Hedges: Hedges shall be maintained at an exact and equal height for the entire length of the hedge and shall be shaped with the bottom of the hedge slightly wider than the top.
 - 3. Trees: Trees shall be pruned in accordance with landscape industry standards and guidelines published by the University of Hawaii at Manoa, College of Tropical Agriculture and Human Resources ("CTAHR"). Structural pruning of all trees shall only be performed after notifying the DHHL to discuss type of pruning, percent of canopy to be reduced and maximum cut size. The CTAHR publication may be accessed on the internet through the following link: <http://www.ctahr.hawaii.edu/oc/freepubs/pdf/L-8.pdf>. The CTAHR publication is also available at DHHL. No tree shall be pruned more than 50% of the existing tree cover, unless otherwise directed by DHHL.

4. Any trees or shrubs that are pruned contrary to these specifications to the point that aesthetic damage is suffered and/or the health of the plants is jeopardized, shall be replaced entirely at the Contractor's expense with plants of equal size and character.
5. All coconut palm fruits to be removed at least once every four months. Coconuts larger than 2" and hanging fronds from palm trees shall be immediately removed.
6. The Contractor shall trim and prune street trees which are overgrown or are in direct conflict with pedestrian and vehicular traffic upon notification by the DHHL. The Contractor shall be required to obtain knowledge of the species of street trees to be pruned, taking into account the characteristics of the trees, and shall prune the trees accordingly.

D. Repairing and Re-grassing of Turf areas:

When any portion of the surface becomes gullied or otherwise damaged and grass has failed to grow, such areas shall be repaired with screened topsoil and replanted with grass. Any area of one foot square or more in which grass has failed to grow after 30 days of maintenance shall be regrassed.

3.06 FREQUENCY OF MAINTENANCE

- A. Weekly maintenance of grassed median strip and grassed planter strips within the DHHL along Leialii Parkway.
- B. Maintenance service to be limited to within street areas identified on attached maps.
- C. General requirements for maintenance to include:
 - Weeds shall not exceed an area greater than 10% of the overall grass area,
 - Mowed grass shall be less than one inch in height, and
 - All grass clippings, weeds, debris and tree trimmings shall be removed from the site at Contractor's expense.

MAP A



Map B



Ewa Villanueva

DHHL Office Site

HONOLULU
FINE
DEPARTMENT

COMMERCIAL/RETAIL
SITE

COMMERCIAL/RETAIL
SITE

9

ROAD SOUTH NORTH

PARKWAY EXTENSION

100% DE MICHIGAN

Kahalepouli Street

Kuma'aku Street

Kaneoneo Street

Kekahili Place

Kekahili Street

Keali'iahonui Street

Kamakahoei Street

Kamokuiki Street

Kayapwá Street

**University of Hawai:
West Oahu Camp**

Känekitt

Occupied

Under construction

**SCOPE OF WORK
AND
TECHNICAL SPECIFICATIONS

FOR

LANDSCAPE MAINTENANCE SERVICES
FOR MALUOHAI, KAUPĒA, & KANEHILI

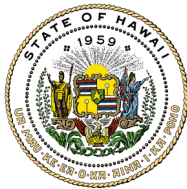
KAPOLEI, ISLAND OF OAHU, HAWAII

IFB NO.: IFB-12-HHL-002**

**PREPARED BY

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS**

OCTOBER 2011



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of _____, _____, between _____ Department of Hawaiian Home Lands _____,
(Insert name of state department, agency, board or commission)
State of Hawaii ("STATE"), by its _____ Chairman, Hawaiian Homes Commission _____,
(Insert title of person signing for State)
(hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
whose address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 _____
_____ and _____
("CONTRACTOR"), a _____
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
under the laws of the State of _____, whose business address and federal
and state taxpayer identification numbers are as follows: _____

RECITALS

- A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.
- B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.
- C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").
- D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.
- E. Pursuant to _____ HHCA of 1920, as amended _____, the STATE
(Legal authority to enter into this Contract)
is authorized to enter into this Contract.
- F. Money is available to fund this Contract pursuant to:
- (1) _____
(Identify state sources)
- or (2) _____
(Identify federal sources)
- or both, in the following amounts: State \$ _____
Federal \$ _____

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number IFB-12-HHL-002 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.
2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

TBD _____ DOLLARS

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

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☒ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of N/A _____ DOLLARS (\$ _____) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Albert "Alapaki" Nahale-a

(Print Name)

Chairman, Hawaiian Homes Commission

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

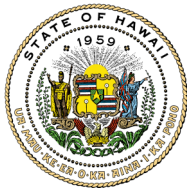
(Date)

CORPORATE SEAL
(If available)

APPROVED AS TO FORM:

Deputy Attorney General

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



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: 2

Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services based

Upon Competitive Sealed Bids.

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

CONTRACTOR'S STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)

Print Name _____

Print Title _____

Name of Contractor _____

Date _____



STATE OF HAWAII

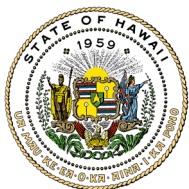
TIME OF PERFORMANCE

Project: Landscape Maintenance Services of Kaupea, Maluohai & Kanehili
Location: Kapolei, Island of Oahu, Hawaii
Contractor:

The CONTRACTOR shall enter into a contract for a twenty-four (24) month period commencing on October 1, 2011 to September 30, 2013, or the official commencement date specified on the Notice to Proceed issued by the STATE.

Unless terminated, the contract shall be extended for not more than one (1) additional twenty-four-month period or parts thereof, without the necessity of rebidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended period shall remain the same or lower than the initial bid price.

The CONTRACTOR or the STATE may terminate the extended contract any time upon sixty (60) days prior written notice



STATE OF HAWAII

SPECIAL CONDITIONS

SC-01: INTERCHANGEABLE TERMS

The following terms are one and the same:

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

SC-02 INSURANCE COVERAGE

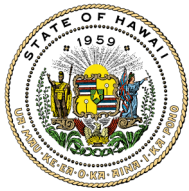
The Contractor shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Interim General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately but shall be considered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

INSURANCE REQUIREMENTS are as follows:

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

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate.
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any sub-Contractor fails to provide adequate similar protection for all his employees, to all employees of sub-Contractors.

- 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 performed for 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.



STATE OF HAWAII

SPECIAL CONDITIONS

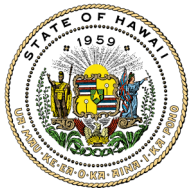
- CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. Upon request by the STATE, CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded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

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

SC-04: 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



STATE OF HAWAII

SPECIAL CONDITIONS

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-05: CONTRACTOR'S LICENSING

It is each 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, the bidder must list subcontractors that hold the appropriate licenses in its proposal.

Proposals from Contractors that fail to comply with these requirements shall be rejected per DHHL Interim General Condition 3.2.

SC-06: COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

SC-07: WATER SYSTEM SPECIFICATIONS

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

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

SC-08: STATE GENERAL EXCISE TAX

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

GENERAL CONDITIONS

Table of Contents

Page(s)

1.	Coordination of Services by the STATE.....	2
2.	Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.....	2
3.	Personnel Requirements.....	3
4.	Nondiscrimination.....	3
5.	Conflicts of Interest.....	3
6.	Subcontracts and Assignments.....	3
7.	Indemnification and Defense	4
8.	Cost of Litigation	4
9.	Liquidated Damages	4
10.	STATE'S Right of Offset.....	4
11.	Disputes	4
12.	Suspension of Contract	4
13.	Termination for Default	5
14.	Termination for Convenience	6
15.	Claims Based on the Agency Procurement Officer's Actions or Omissions.....	8
16.	Costs and Expenses.....	8
17.	Payment Procedures; Final Payment; Tax Clearance.....	9
18.	Federal Funds.....	9
19.	Modifications of Contract	9
20.	Change Order.....	10
21.	Price Adjustment.....	11
22.	Variation in Quantity for Definite Quantity Contracts	11
23.	Changes in Cost-Reimbursement Contract	11
24.	Confidentiality of Material.....	12
25.	Publicity.....	12
26.	Ownership Rights and Copyright.....	12
27.	Liens and Warranties	12
28.	Audit of Books and Records of the CONTRACTOR	12
29.	Cost or Pricing Data.....	13
30.	Audit of Cost or Pricing Data	13
31.	Records Retention.....	13
32.	Antitrust Claims	13
33.	Patented Articles.	13
34.	Governing Law	13
35.	Compliance with Laws.....	14
36.	Conflict between General Conditions and Procurement Rules	14
37.	Entire Contract.....	14
38.	Severability	14
39.	Waiver.....	14
40.	Pollution Control.....	14
41.	Campaign Contributions	14
42.	Confidentiality of Personal Information.....	14

GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
 - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
- a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified period

not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.
- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
 - (A) Contract prices for goods or services accepted under the Contract;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of

supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the Agency procurement officer in writing.
 - (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
 - (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
 - (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
 - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
 - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.
- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

- (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
 - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
 - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
 - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
 - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
 - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.
28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

- a. The cost or pricing data, and
- b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or
 - (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.