



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway,
Kapolei, HI. 96707

Bidding and Contract Requirements

FOR

**SIDEWALK REPAIR AT KALAU PL, WAIMANALO
KO'OLAUPOKO, ISLAND OF OAHU, HAWAII**

RFQ NO.: RFQ-25-HHL-005

OCTOBER 2024



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Instructions for Bid Submittal

General Instructions for Bid Submittal

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

For your convenience, an “RFQ 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. RFQ SCHEDULE AND CHECKLIST FOR BIDDERS:

DATE OR DEADLINE	REQUIRED	DESCRIPTION
Request for Quotes No.: Project Name:		RFQ-25-HHL-005 SIDEWALK REPAIR AT KALAU PL, WAIMANALO
<u>October 14, 2024</u>		<u>Pre-Bid Conference and Site Inspection will be held on at 9:30 A.M HST</u> Pre-bid Conference will be held at 41-217 Kalau Pl., Waimanalo, TMK: 4-1-030:053
<u>October 15, 2024</u> <u>October 18, 2024</u>	<u>No</u>	<u>Written Questions (if any)</u> Due on HiePRO not later than 2:00 P.M HST <u>Responses to Questions</u> DHHL will post responses to the questions no later than 4:00 P.M. HST
<u>October 29, 2024</u>	<u>Yes</u>	<u>Bid Offer Due (no later than)</u> Due on HiePRO not later than 2:00 P.M. HST *The Bid Offer Form must be uploaded and included as an attachment with your bid on HiePRO. Failure to attach the Bid Offer Form with your bid on HiePRO may be grounds for rejection of your bid.

II. PROPOSAL REQUIREMENTS AND CONDITIONS

A. QUALIFICATION OF BIDDERS.

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

B. STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS

1. In compliance with HRS Section 103D-310, the lowest responsive and responsible bidder may be required to complete a standard questionnaire. The completed questionnaire shall be submitted to the DHHL for evaluation when required.
2. If required, the lowest responsive and responsible bidder shall submit answers to questions contained in the STANDARD QUALIFICATION QUESTIONNAIRE FOR OFFERORS (SPO Form-21), properly executed and notarized, setting forth a complete statement of the lowest responsive and responsible bidder's experience.
3. If upon review of the Questionnaire, or otherwise, the Bidder appears not fully qualified or able to perform the intended work, the Chairman shall, after affording the Bidder an opportunity to be heard and if still of the opinion that the Bidder is not fully qualified to perform the work, refuse to receive or to consider any bid offered by the prospective Bidder.
4. Failure to complete and submit the prequalification questionnaire by the designated deadline will be sufficient cause for the Department to disqualify a prospective Bidder.

C. BID OFFER FORM

1. Prospective Bidders are being furnished with the bid offer form giving the location, description, and the contract time of the work contemplated for which a lump sum bid price is asked or containing a schedule of items, together with estimated quantities of work to be performed and materials to be furnished, for which unit bid prices and/or lump sum bid prices are asked.
2. All papers bound with or attached to the proposal form shall be considered a part thereof and shall not be detached or altered when the proposal is submitted. The bid offer form shall be uploaded and included as an attachment along with your bid offer form submitted on HIePRO.
3. The drawings, specifications and other documents designated in the bid offer form will also be considered a part thereof whether attached or not.

4. When quantities for individual items of work are listed in the bid offer form for which respective unit prices are asked, said quantities are estimated or approximate and are to be used by the Department only for the purpose of comparing on a uniform basis bids offered for the work. The Department does not, expressly or by implication agree that the actual quantity of work will correspond therewith.
5. On unit price bids, payment will be made only for the actual number of units incorporated into the finished project at the unit price bid, subject to DHHL Construction General Conditions (CGC), Section 4.7, VARIATIONS IN ESTIMATED QUANTITIES.
6. The Bidder's proposal must be submitted on the bid offer form furnished by the Department. The proposal must be prepared in full accordance with the instructions herein. The Bidder must state, both in words and numerals, the lump sum price or total sum bid at which the work contemplated is proposed to be done. These prices must be written in ink or typed. In case of a discrepancy between the prices written in words and those written in figures, the words shall govern over the figures. The Bidder shall sign the proposal in the spaces provided with ink.
7. If the proposal is made by an individual, the person's name and post office address must be shown in the space provided. If made by a partnership, the name and post office address of each member of the partnership must be shown and the proposal signed by all partners or evidence in the form of a partnership agreement must be submitted showing the authority of the partner to enter, on behalf of said partnership, into contract with the Department. If made by a corporation the proposal must show the name, title and business address of the president, secretary and treasurer and also evidence in the form of a corporate resolution must be submitted showing the authority of the particular corporate representative to enter on behalf of said corporation into contract with the Department. If made by a joint-venture the name and post office address of each member of the individual firm, partnership or corporation comprising the joint-venture must be shown with other pertinent information required of individuals, partnerships or corporations as the case may be. The proposal must be signed by all parties to the joint-venture or evidence in the form of a Joint-Venture Agreement must be submitted showing the authority of the joint-venture's representative to enter on behalf of said joint-venture into contract with the Department.
8. Pursuant to the requirements of Section 103D-302, HRS, each Bidder shall include in its bid the name of each person or firm to be engaged by the Bidder on the project as joint contractor or subcontractor indicating also the nature and scope of work to be performed by such joint contractor and/or subcontractor and their respective contractor's license number. A joint contractor or subcontractor performing less than or equal to one percent of the total bid amount is not required to be listed in the proposal. The Bidder shall be solely responsible for

verifying that their joint contractor or subcontractor has the proper license at the time of the submitted bid.

9. It is understood and agreed that the Contractor shall make no claim for anticipated profit, loss of profit or unabsorbed field, branch or home office overhead and impact losses due to the exercise of the Departments right to eliminate entire portions of the work or to increase or decrease any or all the quantities shown in the proposal form.
10. By submitting a bid on the bid offer form, a Bidder accepts the language therein as its own.

D. BID SECURITY

No bid security is required for this RFQ.

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

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

F. DELIVERY OF BID OFFER FORM.

The entire Bid Offer Form shall be uploaded and added as an attachment to your submission on HIePRO. Bids which do not comply with this requirement may not be considered. Bids will be received up to the time stated on the HIePRO solicitation.

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

- 1 Withdrawal of Proposals:
 - (a) A signed, written notice received in the office designated in the solicitation; or
 - (b) A signed written notice faxed to the office designated in the solicitation.
- 2 Modification of Proposals:
 - (a) A signed written notice received in the office designated in the solicitation, accompanied by a duly executed certificate of resolution for corporations, partnerships and joint-ventures, stating that a modification to the proposal is submitted; and
 - (b) The actual modification sealed securely in a separate envelope or container, accompanying the written notice.

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

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

I. **PROTESTS**

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

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

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

III. AWARD AND EXECUTION OF CONTRACT

A. CONSIDERATION OF PROPOSALS; CANCELLATION.

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

B. IRREGULAR PROPOSALS.

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

1. If the proposal is unsigned.
2. If proposal is on a form other than that furnished by the Department; or if the form is altered or any part thereof detached.
3. If the proposal shows any non-compliance with applicable law, alteration of form, additions not called for, conditional bids, incomplete bids, non-initialed erasures, other defects, or if the prices are obviously unbalanced.
4. If the Bidder adds any provisions reserving the right to accept or reject an award.
5. If the Bidder adds any provisions reserving the right to enter into a contract pursuant to an award.
6. When a proposal is signed by an officer or officers of a corporation and a currently certified corporate resolution authorizing such signer(s) to submit such proposal is not submitted with the proposal or when the proposal is signed by an agent other than the officer or officers of a corporation or a member of a partnership and a power of attorney is not submitted with the proposal.
7. Where there is an incomplete or ambiguous listing of joint contractors and/or subcontractors the proposal may be rejected. All work which is not listed as being performed by joint contractors and/or subcontractors must be performed by the Bidder with its own employees. Additions to the list of joint contractors or subcontractors will not be allowed. Whenever there is a doubt as to the completeness of the list, the Bidder will be required to submit within five (5) working days, a written confirmation that the work in question will be performed with its own work force. Whenever there is more than one joint contractor and/or subcontractor listed for the same item of work, the Bidder will be required to either confirm in writing within five (5) working days that all joint contractors or subcontractors listed will actually be engaged on the project or obtain within five

(5) working days written releases from those joint contractors and/or subcontractors who will not be engaged.

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

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

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

D. AWARD OF CONTRACT

1. The award of contract, if it be awarded, will be made within one hundred twenty (120) consecutive calendar days after the opening of the proposals to the lowest

responsible and responsive Bidder (including the alternate or alternates which may be selected by the Chairman in the case of alternate bids) whose proposal complies with all the requirements prescribed, but in no case will an award be made until all necessary investigations are made. The successful Bidder will be notified, by letter mailed to the address shown on the proposal, that its bid has been accepted and that it has been awarded the contract.

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

E. CANCELLATION OF AWARD.

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

F. REQUIREMENT OF PERFORMANCE AND PAYMENT BONDS

1. Performance and Payment Bonds shall be required for contracts \$50,000 (fifty thousand dollars) and higher. At the time of the execution of the contract, the successful Bidder shall file good and sufficient performance and payment bonds on the form furnished by the Department, each in an amount equal to one hundred percent (100%) of the amount of the contract price unless otherwise stated in the solicitation of bids. Acceptable performance and payment bonds shall be limited to the following:
2. Surety bonds underwritten by a company licensed to issue bonds in this State; or

3. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's or official check drawn by, or a certified check accepted by, and payable on demand to the Department by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.
 - (a) These instruments may be utilized only a maximum of \$100,000 (one hundred thousand dollars).
 - (b) If the required security or bond amount totals over \$100,000 (one hundred thousand dollars), more than one instrument not exceeding \$100,000 (one hundred thousand dollars) each and issued by different financial institutions shall be acceptable.
4. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Department shall have the remedies provided below under FAILURE TO EXECUTE THE CONTRACT and award of the contract shall be made to the next lowest responsible and responsive Bidder.

G. EXECUTION OF THE CONTRACT

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

H. FAILURE TO EXECUTE THE CONTRACT

1. Before the Award. If a low Bidder without legal justification withdraws its bid after the opening of bids but before the award of the contract, the Department shall be entitled to retain as damages the amount established as bid security, and may take all appropriate actions to recover the damages sum from the property or third-party obligations deposited as bid security.

2. After the Award. If the Bidder to which a contract is awarded shall fail or neglect to enter into the contract and to furnish satisfactory security within ten (10) calendar days after such award or within such further time as the Chairman may allow, the Department shall be entitled to recover from such Bidder its actual damages, including but not limited to the difference between the bid and the next lowest responsive bid, as well as personnel and administrative costs, consulting and legal fees and other expenses incurred in arranging a contract with the next low responsible and responsive Bidder or calling for new bids. The Department may apply all or part of the amount of the bid security to reduce its damages. If upon determination by the Department that the bid security exceeds the amount of its damages, it shall release or return the excess to the person who provided same.
3. Chairman's Options. Upon a withdrawal of the lowest responsive bid, or upon a refusal or failure of the lowest Bidder to execute the contract, the Chairman may thereupon award the contract to the next lowest responsible and responsive Bidder or may call for new bids, whichever method the Chairman may deem to be in the best interests of the Department.

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

BID OFFER FORM FOR

SIDEWALK REPAIR AT KALAU PLACE, WAIMANALO

KO'OLAUPOKO, ISLAND OF OAHU, HAWAII

RFQ No.: RFQ-25-HHL-005

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

The undersigned has carefully examined, read, and understands the terms and conditions in the Plans and Specifications, Special Conditions attached hereto, DHHL Construction General Conditions, and General Conditions specified in the Request for Quotes (RFQ) No. RFQ-25-HHL-005. The State of Hawaii's (State) Contract for Goods and Services Based on Competitive Sealed Bids AG-003 Rev. 6/22/2009, AG-008 103D General Conditions, are included by reference and made part hereof and available upon written request to the Procurement Officer. The undersigned hereby submits the following offer to perform the work for RFQ No. RFQ-25-HHL-005 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 SIDEWALK REPAIR AT KALAU PLACE, WAIMANALO; TMK: (1) 4-1-030:053, to the Department of Hawaiian Home Lands.

Insert Bid Schedule here:

Item No.	No. of Units	Description	Unit Price	Unit Total
#	1	Sidewalk panel replacement (demo and refurbishment)		\$ _____
#	1	Utility box replacement (demo and refurbishment)		\$ _____
#	1	Curb and gutter replacement (demo and refurbishment)		\$ _____
#	1	Storm drain box culvert replacement (demo and refurbishment)		\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____
#				\$ _____

TOTAL SUM BID
 (Items __ to __ Inclusive).....\$ _____

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

The prices herein for the above items shall include all materials, labor, tools, equipment, machinery and all incidentals necessary, inclusive or exclusive 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 RFQ.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

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

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

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

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

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

(Add additional sheets if necessary)

METHOD OF AWARD

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

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

It is further understood and agreed that:

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

OTHER CONDITIONS

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

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

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

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

Bid Security in the amount of: _____

_____ DOLLARS (\$ _____)

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

- | | |
|--|---|
| <input type="checkbox"/> Surety Bond (*1) | <input type="checkbox"/> Official Check (*3) |
| <input type="checkbox"/> Legal Tender (*2) | <input type="checkbox"/> Share Certificate (*3) |
| <input type="checkbox"/> Cashier's Check (*3) | <input type="checkbox"/> Teller's Check (*3) |
| <input type="checkbox"/> Certificate of Deposit (*3) | <input type="checkbox"/> Treasurer's Check (*3) |
| <input type="checkbox"/> Certified 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(s) of _____, be, and each of them hereby is, authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of the products of the Corporation or for the services to be performed by the Corporation and to execute any bond required by any such bid, proposal or contract with the United States Government or the State of Hawaii or the City and County of Honolulu, or any County of Municipal Government of said State, or any department or subdivision of any of them.”

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

_____ this _____ day of _____, 20____.

Secretary

END OF BID

GENERAL CONDITIONS

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GENERAL CONDITIONS

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

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

3. Personnel Requirements.

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

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

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

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

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

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

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

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

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

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

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

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

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

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

14. Termination for Convenience.

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

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

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

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

- d. Compensation.

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

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

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

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

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

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

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

17. Payment Procedures; Final Payment; Tax Clearance.

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

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

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

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

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

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

21. Price Adjustment.

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

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

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

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

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

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
 - b. A state contract, including subcontracts, other than a firm fixed-price contract.

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

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

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

31. Records Retention.

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

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

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

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
 - (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

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

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

b. Confidentiality of Material.

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

c. Security Awareness Training and Confidentiality Agreements.

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

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

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

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

e. Records Retention.

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

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 _____

- A Corporation
- A Partnership
- An Individual

Principal Office _____

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

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

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

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

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

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

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

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 _____ <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 80%;">Name and address of partners:</th> <th style="width: 20%;">Age</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Name and address of partners:	Age	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Name and address of partners:	Age												
_____	_____												
_____	_____												
_____	_____												
_____	_____												
_____	_____												

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

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

Affidavit for Individual

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

Affidavit for Partnership

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

Affidavit for Corporation

STATE OF HAWAII
 COUNTY OF _____

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

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

 Notary Public

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

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

Rate of Wages for Laborers and Mechanics

- Minimum prevailing wages (basic hourly rate plus fringe benefits), as determined by the Director of Labor and Industrial Relations and published in wage rate schedules, shall be paid to the various classes of laborers and mechanics working on the job site. [§104-2(a), (b), Hawaii Revised Statutes (HRS)]
- If the Director of Labor determines that prevailing wages have increased during the performance of a public works contract, the rate of pay of laborers and mechanics shall be raised accordingly. [§104-2(a) and (b), HRS; §12-22-3(d) Hawaii Administrative Rules (HAR)]

Overtime

- Laborers and mechanics working on a Saturday, Sunday, or a legal holiday of the State or more than eight hours a day on any other day shall be paid overtime compensation at not less than one and one-half times the basic hourly rate plus the cost of fringe benefits for all hours worked. If the Director of Labor determines that a prevailing wage is defined by a collective bargaining agreement, the overtime compensation shall be at the rates set by the applicable collective bargaining agreement [§§104-1, 104-2(c), HRS]

Weekly Pay

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

Posting of Wage Rate Schedules

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

Withholding of Accrued Payments

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

Certified Weekly Payrolls and Payroll Records

- A certified copy of all payrolls shall be submitted weekly to the contracting agency.
- The contractor is responsible for the submission of certified copies of the payrolls of all subcontractors. The certification shall affirm that the payrolls are correct and complete, that the wage rates listed are not less than the applicable rates contained in the applicable wage rate schedule, and that the classifications for each laborer or mechanic conform with the work the laborer or mechanic performed. [§104-3(a), HRS]
- Payroll records shall be maintained by the contractor and subcontractors for three years after completion of construction. The records shall contain: [HAR §12-22-10]
 - the name and home address of each employee
 - the employee's correct classification
 - rate of pay (basic hourly rate + fringe benefits)
 - itemized list of fringe benefits paid
 - daily and weekly hours worked
 - weekly straight time and overtime earnings
 - amount and type of deductions
 - actual wages paid
 - date of payment
- Records shall be made available for inspection by the contracting agency, the Department of Labor and Industrial Relations, and any of its authorized representatives, who may also interview employees during working hours on the job. [§104-3(b), HRS]

Termination of Work on Failure to Pay Wages

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

Apprentices and Trainees

- In order to be paid apprentice or trainee rates, apprentices and trainees must be parties to an agreement either registered with or recognized as a USDOL nationally approved apprenticeship program by the Department of Labor and Industrial Relations, Workforce Development Division, (808) 586-8877. [§12-22-6(1), HAR]
- The number of apprentices or trainees on any public work in relation to the number of journeymen in the same craft classification as the apprentices or trainees employed by the same employer on the same public work may not exceed the ratio allowed under the apprenticeship or trainee standards registered with or recognized by the Department of Labor and Industrial Relations. A registered or recognized apprentice receiving the journeyworker rate will not be considered a journeyworker for the purpose of meeting the ratio requirement. [§12-22-6(2), HAR]

Enforcement

- To ensure compliance with the law, DLIR and the contracting agency will conduct investigations of contractors and subcontractors. If a contractor or subcontractor violates the law, the penalties are:
 - First Violation Equal to 25% of back wages found due or \$250 per offense up to \$2,500, whichever is greater.
 - Second Violation Equal to amount of back wages found due or \$500 for each offense up to \$5,000, whichever is greater.
 - Third Violation Equal to two times the amount of back wages found due or \$1,000 for each offense up to \$10,000, whichever is greater; and
Suspension from doing any new work on any public work of a governmental contracting agency for three years.
 - A violation would be deemed a second violation if it occurs within two years of the **first notification of violation**, and a third violation if it occurs within three years of the **second notification of violation**.
 - **Suspension:** For a first or second violation, the department shall immediately suspend a contractor who fails to pay wages or penalties until all wages and penalties are paid in full. For a third violation, the department shall penalize and suspend the contractor as described above, **except that if the contractor continues to violate the law, then the department shall immediately suspend the contractor for a mandatory three years. The contractor shall remain suspended until all wages and penalties are paid in full.** [§§104-24, 104-25]
- **Suspension:** Any contractor who fails to make payroll records accessible or provide requested information within 10 days, or fails to keep or falsifies any required record, shall be assessed a penalty including suspension as provided in Section 104-22(b) and 104-25(a)(3), HRS. [§104-3(c)]
 - If any contractor interferes with or delays any investigation, the contracting agency shall withhold further payments until the delay has ceased. Interference or delay includes failure to provide requested records or information within ten days, failure to allow employees to be interviewed during working hours on the job, and falsification of payroll records. The department shall assess a penalty of \$10,000 per project, and \$1,000 per day thereafter, for interference or delay. [§104-22(b)]
 - Failure by the contracting agency to include in the provisions of the contract or specifications the requirements of Chapter 104, HRS, relating to coverage and the payment of prevailing wages and overtime, is not a defense of the contractor or subcontractor for noncompliance with the requirements of this chapter. [§104-2(f)]

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



Oahu (Wage Standards Division).....	(808) 586-8777
Hawaii Island	(808) 322-4808
Kauai	(808) 274-3351
Maui	(808) 243-5322

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

September 16, 2024
WAGE RATE SCHEDULE BULLETIN NO. 507

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

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

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

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

The next wage rate schedule will be issued on or about February 15, 2025.

JADE T. BUTAY
Director



STATE OF HAWAII
JOSH GREEN, M.D., Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
JADE T. BUTAY, Director
WILLIAM G. KUNSTMAN, Deputy Director

WAGE STANDARDS DIVISION
SHERYL LEE, Administrator

TECHNICAL SUPPORT AND SERVICES
MARI IMAMURA, Staff Supervisor
GILLIAN DESMOND, Research Statistician

WAGE RATE SCHEDULE BULLETIN NO. 507

Classification	Current			2025			2026			2027			Remarks See Pg 6-9
	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	
* ASPHALT PAVING GROUP:	9/16/24												
Asphalt Concrete Material Transfer	\$90.75	\$55.88	\$34.87	-	-	-	-	-	-	-	-	-	13
Asphalt Raker	\$89.79	\$54.92	\$34.87	-	-	-	-	-	-	-	-	-	13
Asphalt Spreader Operator	\$91.27	\$56.40	\$34.87	-	-	-	-	-	-	-	-	-	13
Laborer, Hand Roller	\$87.02	\$52.15	\$34.87	-	-	-	-	-	-	-	-	-	13
Roller Operator (5 tons and under)	\$89.52	\$54.65	\$34.87	-	-	-	-	-	-	-	-	-	13
Roller Operator (over 5 tons)	\$90.95	\$56.08	\$34.87	-	-	-	-	-	-	-	-	-	13
Screed Person	\$90.75	\$55.88	\$34.87	-	-	-	-	-	-	-	-	-	13
EQUIPMENT OPERATOR:													
Combination Loader/Backhoe (over 3/4 cu. yd.)	\$89.79	\$54.92	\$34.87	-	-	-	-	-	-	-	-	-	13
Combination Loader/Backhoe (up to 3/4 cu. yd.)	\$88.81	\$53.94	\$34.87	-	-	-	-	-	-	-	-	-	13
Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals)	\$90.75	\$55.88	\$34.87	-	-	-	-	-	-	-	-	-	13
Grader, Soil Stabilizer, Cold Planer	\$91.58	\$56.71	\$34.87	-	-	-	-	-	-	-	-	-	13
Loader (2-1/2 cu. yds. and under)	\$90.75	\$55.88	\$34.87	-	-	-	-	-	-	-	-	-	13
Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.)	\$91.07	\$56.20	\$34.87	-	-	-	-	-	-	-	-	-	13
TRUCK DRIVER:													
Assistant to Engineer	\$89.52	\$54.65	\$34.87	-	-	-	-	-	-	-	-	-	13
Oil Tanker (double), Hot Liquid Asphalt Tanker	\$91.07	\$56.20	\$34.87	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Semi-Dump, Asphalt Distributor	\$90.75	\$55.88	\$34.87	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$91.07	\$56.20	\$34.87	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level)	\$89.79	\$54.92	\$34.87	-	-	-	-	-	-	-	-	-	13
Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level)	\$90.10	\$55.23	\$34.87	-	-	-	-	-	-	-	-	-	13
Tractor Trailer (hauling equipment)	\$91.18	\$56.31	\$34.87	-	-	-	-	-	-	-	-	-	13
Utility, Flatbed	\$89.52	\$54.65	\$34.87	-	-	-	-	-	-	-	-	-	13
BOILERMAKER	2/19/24			1/1/25			1/1/26						
	\$73.33	\$39.64	\$33.69	\$73.33	\$39.64	\$33.69	\$73.33	\$39.64	\$33.69	-	-	-	12,13
* CARPENTER:	9/16/24			9/1/25			8/31/26			8/30/27			
Carpenter; Patent Scaffold Erector (14 feet and over); Piledriver; Pneumatic Nailer	\$82.99	\$54.25	\$28.74	\$84.74	\$55.50	\$29.24	\$86.74	\$56.75	\$29.99	\$88.79	\$58.00	\$30.79	1,12,13
Millwright	\$83.24	\$54.50	\$28.74	\$84.99	\$55.75	\$29.24	\$86.99	\$57.00	\$29.99	\$89.04	\$58.25	\$30.79	1,12,13
Power Saw Operator (2 h.p. & above)	\$83.14	\$54.40	\$28.74	\$84.89	\$55.65	\$29.24	\$86.89	\$56.90	\$29.99	\$88.94	\$58.15	\$30.79	1,12,13
CEMENT FINISHER:	9/18/23												
Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder	\$79.05	\$44.42	\$34.63	-	-	-	-	-	-	-	-	-	2,13
Trowel Machine Operator	\$79.20	\$44.57	\$34.63	-	-	-	-	-	-	-	-	-	2,13
CHAIN-LINK FENCE ERECTOR	10/1/23												
	\$46.80	\$27.75	\$19.05	-	-	-	-	-	-	-	-	-	10,13

WAGE RATE SCHEDULE BULLETIN NO. 507

Classification	Current			2025			2026			2027			Remarks See Pg 6-9
	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	
* CHLORINATOR	9/16/24												
	\$40.23	\$35.66	\$4.57	-	-	-	-	-	-	-	-	-	
* DIVER:	9/16/24												
Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet	\$103.90	\$69.59	\$34.31	-	-	-	-	-	-	-	-	-	13
Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet	\$113.27	\$78.96	\$34.31	-	-	-	-	-	-	-	-	-	13
Stand-By Diver (Aqua Lung) (Scuba)	\$94.52	\$60.21	\$34.31	-	-	-	-	-	-	-	-	-	13
Diver (Other than Aqua Lung)	\$113.27	\$78.96	\$34.31	-	-	-	-	-	-	-	-	-	3,13
Stand-By Diver (Other than Aqua Lung)	\$94.52	\$60.21	\$34.31	-	-	-	-	-	-	-	-	-	3,13
Tender (Other than Aqua Lung)	\$91.49	\$57.18	\$34.31	-	-	-	-	-	-	-	-	-	13
* DRAPERY INSTALLER	9/16/24												
	\$19.00	\$19.00	\$0.00	-	-	-	-	-	-	-	-	-	
* DRYWALL INSTALLER	9/16/24			9/1/25			8/31/26			8/30/27			
	\$83.24	\$54.50	\$28.74	\$84.99	\$55.75	\$29.24	\$86.99	\$57.00	\$29.99	\$89.04	\$58.25	\$30.79	1,12,13
DRYWALL TAPERS/FINISHERS	1/7/24												
	\$80.35	\$45.20	\$35.15	-	-	-	-	-	-	-	-	-	
ELECTRICIAN:	8/25/24			8/24/25									
Cable Splicer (inside/outside)	\$95.23	\$62.77	\$32.46	\$97.28	\$63.90	\$33.38	-	-	-	-	-	-	4,13
Ground Worker (outside)	\$68.16	\$41.66	\$26.50	\$69.55	\$42.41	\$27.14	-	-	-	-	-	-	4,13
Heavy Equipment Operator (outside)	\$79.90	\$50.00	\$29.90	\$81.66	\$50.90	\$30.76	-	-	-	-	-	-	4,13
Line Installer (outside); Wire Installer (inside)	\$87.80	\$55.55	\$32.25	\$89.71	\$56.55	\$33.16	-	-	-	-	-	-	4,13
* Telecommunication Worker	9/16/24												
Licensed Technician 2	\$55.50	\$40.00	\$15.50	-	-	-	-	-	-	-	-	-	13
Unlicensed Technician I / Splicer	\$51.96	\$37.00	\$14.96	-	-	-	-	-	-	-	-	-	13
ELEVATOR CONSTRUCTOR MECHANIC	2/19/24												
	\$108.785	\$70.90	\$37.885	-	-	-	-	-	-	-	-	-	13
* EQUIPMENT OPERATOR:	9/16/24												
Group 1	\$89.21	\$54.90	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 2	\$89.32	\$55.01	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 3	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 4	\$89.76	\$55.45	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 5	\$90.07	\$55.76	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 6	\$90.72	\$56.41	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 7	\$91.04	\$56.73	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 8	\$91.15	\$56.84	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 9	\$91.26	\$56.95	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 9A	\$91.49	\$57.18	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 10	\$91.55	\$57.24	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 10A	\$91.70	\$57.39	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 11	\$91.85	\$57.54	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 12	\$92.21	\$57.90	\$34.31	-	-	-	-	-	-	-	-	-	5,13
Group 12A	\$92.57	\$58.26	\$34.31	-	-	-	-	-	-	-	-	-	5,13

WAGE RATE SCHEDULE BULLETIN NO. 507

Classification	Current			2025			2026			2027			Remarks See Pg 6-9
	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	
FENCE ERECTOR (CHAIN-LINK TYPE) See Chain-Link Fence Erector	-	-	-	-	-	-	-	-	-	-	-	-	
* FLOOR LAYER (CARPET, LINOLEUM & SOFT TILE)	9/16/24			3/2/25			3/1/26			2/28/27			
	\$76.05	\$41.27	\$34.78	\$78.30	\$43.27	\$35.03	\$81.05	\$45.30	\$35.75	\$84.30	\$47.65	\$36.65	13
* GLAZIER	9/16/24												
	\$85.50	\$46.00	\$39.50	-	-	-	-	-	-	-	-	-	6,13
* HELICOPTER WORK:	9/16/24												
Airborne Hoist Operator	\$93.07	\$58.76	\$34.31	-	-	-	-	-	-	-	-	-	13
Co-Pilot	\$93.21	\$58.90	\$34.31	-	-	-	-	-	-	-	-	-	13
Pilot	\$93.38	\$59.07	\$34.31	-	-	-	-	-	-	-	-	-	13
INSULATOR	9/1/24			9/7/25									
	\$74.30	\$45.80	\$28.50	\$76.65	\$46.90	\$29.75	-	-	-	-	-	-	7,13
* IRONWORKER:	9/16/24												
Reinforcing, Structural	\$88.78	\$48.00	\$40.78	-	-	-	-	-	-	-	-	-	8,13
* LABORER:	9/16/24			9/1/25			8/31/26			8/30/27			
Driller	\$70.66	\$44.75	\$25.91	\$72.66	\$45.85	\$26.81	\$74.66	\$46.95	\$27.71	\$76.61	\$48.05	\$28.56	1,13
Gunite Operator or Shotcrete Operator	\$68.16	\$42.25	\$25.91	\$70.16	\$43.35	\$26.81	\$72.16	\$44.45	\$27.71	\$74.11	\$45.55	\$28.56	1,13
High Scaler (Working Suspended)	\$68.16	\$42.25	\$25.91	\$70.16	\$43.35	\$26.81	\$72.16	\$44.45	\$27.71	\$74.11	\$45.55	\$28.56	13
Laborer I	\$67.66	\$41.75	\$25.91	\$69.66	\$42.85	\$26.81	\$71.66	\$43.95	\$27.71	\$73.61	\$45.05	\$28.56	1,13
Laborer II	\$65.06	\$39.15	\$25.91	\$67.06	\$40.25	\$26.81	\$69.06	\$41.35	\$27.71	\$71.01	\$42.45	\$28.56	1,13
Light/Final Clean-up (Janitorial) Laborer	\$52.72	\$31.40	\$21.32	\$54.27	\$31.95	\$22.32	\$55.82	\$32.50	\$23.32	\$57.32	\$33.05	\$24.27	1,13
Mason Tender/Hod Carrier	\$68.16	\$42.25	\$25.91	\$70.16	\$43.35	\$26.81	\$72.16	\$44.45	\$27.71	\$74.11	\$45.55	\$28.56	1,13
Powder Blaster	\$68.66	\$42.75	\$25.91	\$70.66	\$43.85	\$26.81	\$72.66	\$44.95	\$27.71	\$74.61	\$46.05	\$28.56	1,13
Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform)	\$67.16	\$41.25	\$25.91	\$69.16	\$42.35	\$26.81	\$71.16	\$43.45	\$27.71	\$73.11	\$44.55	\$28.56	13
LANDSCAPER:	9/3/24												
Landscape & Irrigation Laborer A	\$45.55	\$28.40	\$17.15	-	-	-	-	-	-	-	-	-	
Landscape & Irrigation Laborer B	\$46.55	\$29.40	\$17.15	-	-	-	-	-	-	-	-	-	
Landscape & Irrigation Maintenance Laborer	\$40.15	\$23.00	\$17.15	-	-	-	-	-	-	-	-	-	
* LATHER	9/16/24			9/1/25			8/31/26			8/30/27			
	\$83.24	\$54.50	\$28.74	\$84.99	\$55.75	\$29.24	\$86.99	\$57.00	\$29.99	\$89.04	\$58.25	\$30.79	1,12,13
MASON; Bricklayer;	9/18/23												
Cement Blocklayer; Stone Mason; Precast Sill Setter	\$80.26	\$48.03	\$32.23	-	-	-	-	-	-	-	-	-	2,13
Pointer-Caulker-Weatherproofer	\$80.51	\$48.28	\$32.23	-	-	-	-	-	-	-	-	-	2,13
* PAINTER: (Note: 2 increases in 2025, 2026)	9/16/24			1/1/25			1/1/26						
Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Striper; Paper Hanger	\$73.84	\$42.65	\$31.19	\$73.84	\$42.65	\$31.19	\$73.84	\$42.65	\$31.19	-	-	-	12
Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Striper; Paper Hanger	-	-	-	\$73.84	\$42.65	\$31.19	\$73.84	\$42.65	\$31.19	-	-	-	12

WAGE RATE SCHEDULE BULLETIN NO. 507

Classification	Current			2025			2026			2027			Remarks See Pg 6-9
	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	
PLASTERER	9/18/23												
	\$80.75	\$46.12	\$34.63	-	-	-	-	-	-	-	-	-	2,13
* PLUMBER: (Note: 2 increases in 2025)	9/16/24			1/5/25			1/4/26						
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	\$84.03	\$52.83	\$31.20	\$85.23	\$53.33	\$31.90	\$87.92	\$54.33	\$33.59	-	-	-	9,12,13
				7/6/25									
Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter	-	-	-	\$86.58	\$53.83	\$32.75	-	-	-	-	-	-	9,12,13
* ROOFER:	9/16/24			9/7/25			9/6/26						
Shingle, Tile, Built-up Roofing	\$66.60	\$44.35	\$22.25	\$67.75	\$44.95	\$22.80	\$68.45	\$45.55	\$22.90	-	-	-	12
Coal Tar Pitch	\$110.95	\$88.70	\$22.25	\$112.70	\$89.90	\$22.80	\$114.00	\$91.10	\$22.90	-	-	-	12
SANDBLASTER OR WATERBLASTER:													
Use wages of craft to which sand or water blasting is incidental.													
SHEETMETAL WORKER	9/1/24												
	\$82.21	\$49.15	\$33.06	-	-	-	-	-	-	-	-	-	13
* TERMITE TREATER	9/16/24												
	\$27.34	\$27.34	\$0.00	-	-	-	-	-	-	-	-	-	
TERRAZZO:	9/18/23												
Terrazzo Setter	\$80.30	\$46.50	\$33.80	-	-	-	-	-	-	-	-	-	2,13
Terrazzo Base Grinder	\$78.49	\$44.69	\$33.80	-	-	-	-	-	-	-	-	-	2,13
Certified Terrazzo Floor Grinder and Tender	\$76.94	\$43.14	\$33.80	-	-	-	-	-	-	-	-	-	2,13
Terrazzo Floor Grinder	\$73.94	\$40.14	\$33.80	-	-	-	-	-	-	-	-	-	2,13
TILE SETTER:	9/18/23												
Ceramic Hard Tile; Marble Setter	\$80.30	\$46.50	\$33.80	-	-	-	-	-	-	-	-	-	2,13
Certified Ceramic Tile & Marble Helper	\$76.94	\$43.14	\$33.80	-	-	-	-	-	-	-	-	-	2,13
* TRUCK DRIVER:	9/16/24												
Concrete Mixer/Booster	\$57.16	\$39.53	\$17.63	-	-	-	-	-	-	-	-	-	
Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons) Flatbed, Utility, etc.	9/16/24												
	\$89.76	\$55.45	\$34.31	-	-	-	-	-	-	-	-	-	13
	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	13
End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment)	\$91.15	\$56.84	\$34.31	-	-	-	-	-	-	-	-	-	13
Semi-Trailer, Rock Cans, or Semi-Dump	\$90.72	\$56.41	\$34.31	-	-	-	-	-	-	-	-	-	13
Slip-in or Pup	\$91.04	\$56.73	\$34.31	-	-	-	-	-	-	-	-	-	13
Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons)	\$90.07	\$55.76	\$34.31	-	-	-	-	-	-	-	-	-	13

WAGE RATE SCHEDULE BULLETIN NO. 507

Classification	Current			2025			2026			2027			Remarks See Pg 6-9
	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:	9/16/24			9/1/25			8/31/26			8/30/27			
Worker in a raise, shaft, or tunnel.													
Group 1	\$68.26	\$42.35	\$25.91	\$70.26	\$43.45	\$26.81	\$72.26	\$44.55	\$27.71	\$74.21	\$45.65	\$28.56	13
Group 2	\$69.76	\$43.85	\$25.91	\$71.76	\$44.95	\$26.81	\$73.76	\$46.05	\$27.71	\$75.71	\$47.15	\$28.56	13
Group 3	\$70.26	\$44.35	\$25.91	\$72.26	\$45.45	\$26.81	\$74.26	\$46.55	\$27.71	\$76.21	\$47.65	\$28.56	13
Group 4	\$71.26	\$45.35	\$25.91	\$73.26	\$46.45	\$26.81	\$75.26	\$47.55	\$27.71	\$77.21	\$48.65	\$28.56	13
Group 5	\$71.51	\$45.60	\$25.91	\$73.51	\$46.70	\$26.81	\$75.51	\$47.80	\$27.71	\$77.46	\$48.90	\$28.56	13
Group 6	\$71.61	\$45.70	\$25.91	\$73.61	\$46.80	\$26.81	\$75.61	\$47.90	\$27.71	\$77.56	\$49.00	\$28.56	13
Group 7	\$71.86	\$45.95	\$25.91	\$73.86	\$47.05	\$26.81	\$75.86	\$48.15	\$27.71	\$77.81	\$49.25	\$28.56	13
Group 8	\$72.31	\$46.40	\$25.91	\$74.31	\$47.50	\$26.81	\$76.31	\$48.60	\$27.71	\$78.26	\$49.70	\$28.56	13
* WATER FRONT CONSTRUCTION (DREDGING):	9/16/24												
CLAMSHELL OR DIPPER DREDGES:													
Clamshell or Dipper Operator	\$92.21	\$57.90	\$34.31	-	-	-	-	-	-	-	-	-	11,13
Mechanic; Welder; Watch Engineer	\$91.55	\$57.24	\$34.31	-	-	-	-	-	-	-	-	-	13
Deckmate; Bargemate	\$91.15	\$56.84	\$34.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand; Barge Worker	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	13
HYDRAULIC SUCTION DREDGES:													
Lever Operator	\$91.85	\$57.54	\$34.31	-	-	-	-	-	-	-	-	-	13
Mechanic; Welder	\$91.55	\$57.24	\$34.31	-	-	-	-	-	-	-	-	-	13
Watch Engineer (steam or electric)	\$91.70	\$57.39	\$34.31	-	-	-	-	-	-	-	-	-	13
Dozer Operator	\$91.49	\$57.18	\$34.31	-	-	-	-	-	-	-	-	-	13
Deckmate	\$91.15	\$56.84	\$34.31	-	-	-	-	-	-	-	-	-	13
Winch Operator (stern winch on dredge)	\$91.04	\$56.73	\$34.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	13
DERRICKS:													
Operator: Derrick, Piledriver, Crane	\$92.21	\$57.90	\$34.31	-	-	-	-	-	-	-	-	-	13
Deckmate; Saurman Type Dragline (up to & including 5 yds.)	\$91.15	\$56.84	\$34.31	-	-	-	-	-	-	-	-	-	13
Saurman Type Dragline (over 5 cu. yds.)	\$91.55	\$57.24	\$34.31	-	-	-	-	-	-	-	-	-	13
Fire Person; Oiler; Deckhand	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	13
BOAT OPERATORS:													
Master Boat Operator	\$91.85	\$57.54	\$34.31	-	-	-	-	-	-	-	-	-	13
Boat Operator	\$91.70	\$57.39	\$34.31	-	-	-	-	-	-	-	-	-	13
Boat Deckhand	\$89.49	\$55.18	\$34.31	-	-	-	-	-	-	-	-	-	13
* WATER WELL DRILLER:	9/16/24												
Water Well Driller	\$53.73	\$43.00	\$10.73	-	-	-	-	-	-	-	-	-	
Water Well Driller Helper	\$35.73	\$25.00	\$10.73	-	-	-	-	-	-	-	-	-	
WELDER:													
Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark.													10
* WINDOW FILM INSTALLER	9/16/24												
	\$27.80	\$27.00	\$0.80	-	-	-	-	-	-	-	-	-	

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

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

REMARKS:

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

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

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

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

REMARKS:

5. Equipment Operator:

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

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

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

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

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

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

- 6. Glazier: \$1.00 per hour shall be added to the hourly rate for height pay for performing work which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones or during the use of Swing Stages, Scissor lifts, Man lifts, Boom Lifts.
- 7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
- 8. Ironworker:
 - A. \$1.00 per hour shall be added to the hourly wage while working in tunnels or coffer dams.
 \$2.00 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.
 - B. Certified Welder's, while welding only, shall receive \$1.00 above journeyman pay effective WRS #502
 \$2.00 above journeyman pay effective 9/1/2023
 \$3.00 above journeyman pay effective 9/1/2024
- 9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
- 10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
- 11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.

REMARKS:

12. Possible wage/fringe option increases:
 Boilermaker: Effective WRS #508 - \$1.50; 1/1/26 - \$1.50
 Carpenter, Drywall Installer, Lather: Effective 9/1/25 - \$0.50; 8/31/26 - \$0.50; 8/30/27 - \$0.65
 Painter: Effective WRS #508 - \$0.80; 7/1/25 - \$0.80; 1/1/26 - \$0.80; 7/1/26 - \$0.80
 Plumber: Effective WRS #508 - \$0.10; 7/6/25 - \$0.10; 1/4/26 - \$0.10
 Roofer: Effective 9/6/26 - \$0.40
13. Overtime/Holiday must be paid at one and one-half times the basic hourly rate, plus the hourly cost of required fringe, with the following exceptions:
- A. **Two times the basic hourly rate, plus the hourly cost of required fringe.**
- Asphalt Paving:** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Boilermaker:** Sunday, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.
- Diver:** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Electrician:** Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- Elevator Constructor:** Saturday, Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Equipment Operator:** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Floor Layer:** Labor Day.
- Glazier:** Sunday.
- Helicopter Worker:** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Ironworker:** Sunday, New Year's Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Plumber:** Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Sheetmetal Worker:** Sunday, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- Telecommunication:** Sunday, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Truck Driver, except Concrete Mixer & Concrete Mixer/Booster:** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Water Front Construction (Dredging):** Sunday, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Kamehameha Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

REMARKS:

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

- Carpenter (Includes all classifications in the Carpenters Master Agreement)
- Cement Finisher
- Chain Link Fence Erector
- Drywall Installer
- Insulator
- Laborer
- Lather
- Mason
- Plasterer
- Terrazzo
- Tile Setter
- Underground Laborer

APPRENTICE SCHEDULE BULLETIN NO. 507 September 16, 2024

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 7-8	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed		Total
BOILERMAKER	1000	\$27.75	\$29.73	\$31.71	\$33.69	\$35.68	\$37.66						\$33.69	10
* CARPENTER														
Indentured After 9/1/02	1000	\$21.70											\$9.92	1,10
"	1000		\$24.41										\$14.24	1,10
"	1000			\$27.13	\$32.55								\$22.24	1,10
"	1000					\$37.98	\$43.40						\$24.24	1,10
"	1000							\$48.83	\$51.54				\$26.24	1,10
CEMENT FINISHER														
Indentured Prior to 9/1/03	1000	\$22.21											\$12.07	2,10
"	1000		\$24.43	\$26.65	\$31.09	\$33.32	\$35.54	\$37.76	\$39.98				\$34.63	2,10
Indentured On or After 9/1/03	1000	\$22.21	\$24.43	\$26.65	\$31.09	\$33.32	\$35.54	\$37.76	\$39.98				\$24.33	2,10
* CONSTRUCTION EQUIPMENT OPERATOR														
Indentured On or After 9/1/02	1000	\$28.59											\$9.40	3,10
"	1000		\$31.45										\$20.96	3,10
"	1000			\$34.31									\$22.01	3,10
"	1000				\$40.03								\$24.12	3,10
"	1000					\$45.74							\$26.21	3,10
"	1000						\$51.46						\$28.32	3,10
* DRYWALL INSTALLER														
Indentured After 9/1/02	1000	\$21.80											\$9.92	1,10
"	1000		\$24.53										\$14.24	1,10
"	1000			\$27.25	\$32.70								\$22.24	1,10
"	1000					\$38.15	\$43.60						\$24.24	1,10
"	1000							\$49.05	\$51.78				\$26.24	1,10
DRYWALL TAPERS/FINISHERS														
"	1000	\$18.08	\$20.34	\$22.60	\$24.86								\$14.25	
"	1000					\$27.12							\$16.25	
"	1000						\$29.38						\$16.75	
"	1000							\$33.90	\$38.42				\$19.25	

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE											FRINGE BENEFIT HOURLY RATE	Remarks See Pg 7-8
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed	Total	
ELECTRICIAN (WIRE & LINE INSTALLER)														
Indentured Prior to 9/5/21														
"	1000	\$19.44											\$11.59	10
"	1000		\$22.22										\$12.00	10
"	1000			\$25.00									\$19.40	4,10
"	1000				\$27.78								\$20.49	4,10
"	1000					\$30.55							\$21.68	4,10
"	1000						\$33.33						\$22.85	4,10
"	1000							\$36.11					\$24.02	4,10
"	1000								\$38.89				\$25.21	4,10
"	1000									\$44.44			\$27.55	4,10
"	1000										\$50.00		\$29.90	4,10
Indentured On or After 9/5/21														
"	1000	\$19.44											\$11.59	10
"	1000		\$22.22										\$12.00	10
"	1000			\$25.00									\$19.33	4,10
"	1000				\$27.78								\$20.49	4,10
"	1000					\$30.55							\$21.68	4,10
"	1000						\$33.33						\$22.85	4,10
"	1000							\$36.11					\$24.02	4,10
"	1000								\$38.89				\$25.21	4,10
"	1000									\$41.66			\$26.38	4,10
"	1000										\$44.44		\$27.55	4,10
"	1000											\$50.00	\$29.90	4,10
ELEVATOR CONSTRUCTOR														
"	850	\$35.45											-	10
"	850		\$39.00										\$37.885	10
"	1700			\$46.09	\$49.63	\$56.72							\$37.885	10
* FLOOR LAYER														
Indentured after 2/27/94	1000	\$20.64	\$20.64										\$21.53	10
"	1000			\$22.70	\$24.76								\$27.53	10
"	1000					\$26.83	\$28.89	\$33.02	\$37.14				\$34.03	10
(Effective 3/2/25)														
* FLOOR LAYER														
Indentured after 2/27/94	1000	\$21.64	\$21.64										\$21.53	10
"	1000			\$23.80	\$25.96								\$27.53	10
"	1000					\$28.13	\$30.29	\$34.62	\$38.94				\$34.28	10

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE											FRINGE BENEFIT HOURLY RATE	Remarks See Pg 7-8		
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed	Total			
* GLAZIER																
Indentured On or After 7/1/99	1000	\$20.70												\$36.86	5,10	
"	1000		\$23.00											\$37.10	5,10	
"	1000			\$25.30										\$37.34	5,10	
"	1000				\$27.60									\$37.58	5,10	
"	1000					\$32.20								\$38.06	5,10	
"	1000						\$34.50							\$38.30	5,10	
"	1000							\$36.80						\$38.54	5,10	
"	1000								\$39.10					\$38.78	5,10	
"	1000									\$41.40				\$39.02	5,10	
"	1000										\$43.70			\$39.26	5,10	
* HEAVY DUTY REPAIRER & WELDER																
Indentured On or After 9/1/02	1000	\$28.59												\$9.40	3,10	
"	1000		\$31.45											\$20.96	3,10	
"	1000			\$34.31										\$22.01	3,10	
"	1000				\$40.03									\$24.12	3,10	
"	1000					\$45.74								\$26.21	3,10	
"	1000						\$48.60							\$27.27	3,10	
"	1000							\$51.46						\$28.32	3,10	
"	1000								\$54.32					\$29.38	3,10	
INSULATOR																
Indentured After 5/3/95	2000	\$22.90												\$9.45	6,10	
"	2000		\$22.90											\$21.71	6,10	
"	2000			\$27.48										\$22.05	6,10	
"	2000				\$32.06									\$22.40	6,10	
"	2000					\$36.64								\$22.74	6,10	
* IRONWORKER (REINFORCING & STRUCTURAL)																
Indentured After 10/31/93	1000	\$24.00												\$34.54	7,10	
"	1000		\$26.40											\$35.16	7,10	
"	1000			\$28.80										\$35.78	7,10	
"	1000				\$33.60									\$37.04	7,10	
"	1000					\$38.40								\$38.28	7,10	
"	1000						\$43.20							\$39.54	7,10	

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE											FRINGE BENEFIT HOURLY RATE	Remarks See Pg 7-8	
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed	Total		
* LABORER I															
CONSTRUCTION CRAFT															
Indentured On or After 9/3/02	1000	\$20.88												\$10.90	1,10
"	1000		\$25.05	\$29.23	\$33.40									\$19.35	1,10
HAZARDOUS WASTE MATERIAL TECHNICIAN															
"	1000	\$20.33												\$9.45	1,10
"	1000		\$24.39	\$28.46	\$32.52									\$17.05	1,10
LANDSCAPER	1000	\$18.46												\$9.65	
"	1000		\$19.88	\$21.30	\$22.72									\$14.45	
MASON															
BRICKLAYER															
Indentured prior to 9/1/03	1000	\$24.02												\$11.52	2,10
"	1000		\$26.42	\$28.82	\$33.62	\$36.02	\$38.42	\$40.83	\$43.23					\$32.23	2,10
Indentured On or After 9/1/03	1000	\$24.02	\$26.42	\$28.82	\$33.62	\$36.02	\$38.42	\$40.83	\$43.23					\$23.93	2,10
STONE MASON															
Indentured On or After 9/1/03	1000	\$26.42	\$28.82	\$31.22	\$33.62	\$36.02	\$38.42	\$40.83	\$43.23					\$23.93	2,10
POINTER-CAULKER-WEATHERPROOFER															
Indentured On or After 9/1/03	1000	\$24.14	\$26.55	\$28.97	\$33.80	\$38.62	\$43.45							\$23.93	2,10
* MILLWRIGHT															
Indentured After 10/14/19	1000	\$21.80												\$9.92	10
	1000		\$24.53											\$14.24	10
	1000			\$27.25	\$32.70									\$22.24	10
	1000					\$38.15	\$43.60							\$24.24	10
	1000							\$49.05	\$51.78					\$26.24	10
* PAINTER	1000	\$19.19												\$10.00	
"	1000		\$21.33	\$23.46	\$25.59	\$27.72								\$13.55	
"	1000						\$29.86							\$14.55	
"	1000							\$31.99	\$36.25					\$15.30	
"	1000														
(Effective 1/1/25)															
* PAINTER	1000	\$19.19												\$10.00	
"	1000		\$21.33	\$23.46	\$25.59	\$27.72								\$13.55	
"	1000						\$29.86							\$14.55	
"	1000							\$31.99	\$36.25					\$15.30	

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE											FRINGE BENEFIT HOURLY RATE	Remarks See Pg 7-8
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed	Total	
* PAVING EQUIPMENT OPERATOR	1000	\$30.73											\$9.40	10
"	1000		\$39.12										\$21.41	10
"	1000			\$44.70									\$24.69	10
"	1000				\$50.29								\$29.06	10
PLASTERER														
Indentured On or After 9/1/03	1000	\$18.45	\$20.75	\$23.06	\$25.37	\$27.67	\$32.28	\$36.90	\$41.51				\$24.33	2,10
* PLUMBER:														
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER														
Indentured On or After 9/2/85	1000	\$22.72											\$12.42	8,10
"	1000		\$22.72										\$12.47	8,10
"	1000			\$26.40									\$15.49	8,10
"	1000				\$26.40								\$15.49	8,10
"	1000					\$30.17							\$16.34	8,10
"	1000						\$32.69						\$16.34	8,10
"	1000							\$35.21					\$17.48	8,10
"	1000								\$37.73				\$17.48	8,10
"	1000									\$40.24			\$18.26	8,10
"	1000										\$42.76		\$18.26	8,10
(Effective 1/5/25)														
* PLUMBER:														
PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION AIR CONDITIONING; STEAMFITTER-WELDER														
Indentured On or After 9/2/85	1000	\$22.92											\$12.42	8,10
"	1000		\$22.92										\$12.47	8,10
"	1000			\$26.63									\$15.79	8,10
"	1000				\$26.63								\$15.79	8,10
"	1000					\$30.45							\$16.67	8,10
"	1000						\$32.99						\$16.67	8,10
"	1000							\$35.53					\$17.87	8,10
"	1000								\$38.08				\$17.87	8,10
"	1000									\$40.62			\$18.68	8,10
"	1000										\$43.16		\$18.68	8,10

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Apprentice Classifications	Interval Hrs	BASIC HOURLY RATE											FRINGE BENEFIT HOURLY RATE	Remarks See Pg 7-8
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	10,000+ hours till Completed	Total	
* ROOFER														
Indentured Prior to 11/4/12	1000	\$19.96	\$22.18	\$26.61									\$17.90	9
"	1000				\$31.05	\$35.48	\$37.70	\$39.92	\$42.13				\$22.25	
Indentured On or After 11/4/12	2000	\$19.96	\$26.61										\$17.90	9
"	2000			\$35.48	\$39.92								\$22.25	9
(Effective 9/7/25)														
* ROOFER														
Indentured Prior to 11/4/12	1000	\$20.23	\$22.48	\$26.97									\$18.45	9
"	1000				\$31.47	\$35.96	\$38.21	\$40.46	\$42.70				\$22.80	
Indentured On or After 11/4/12	2000	\$20.23	\$26.97										\$18.45	9
"	2000			\$35.96	\$40.46								\$22.80	9
* SHEETMETAL WORKER														
"	1000	\$19.66											\$14.30	10
"	1000		\$22.12										\$14.60	10
"	1000			\$24.58									\$26.38	10
"	1000				\$27.03								\$27.05	10
"	1000					\$29.49							\$27.72	10
"	1000						\$31.95						\$28.39	10
"	1000							\$34.41					\$29.06	10
"	1000								\$36.86				\$29.72	10
"	1000									\$39.32			\$30.39	10
"	1000										\$41.78		\$31.06	10
* TELECOMMUNICATION WORKER (LICENSED TECHNICIAN 2)														
Indentured Prior to 9/1/03	1000	\$24.00											\$12.62	10
"	1000		\$26.00										\$12.98	10
"	1000			\$28.00									\$13.34	10
"	1000				\$30.00								\$13.70	10
"	1000					\$32.00							\$14.06	10
"	1000						\$36.00						\$14.78	10
TILE SETTER CERAMIC & HARD TILE														
Indentured Prior to 9/1/03	1000	\$23.25											\$11.52	2,10
"	1000		\$25.58	\$27.90	\$32.55	\$34.88	\$37.20	\$39.53	\$41.85				\$33.80	2,10
Indentured On or After 9/1/03	1000	\$23.25	\$25.58	\$27.90	\$32.55	\$34.88	\$37.20	\$39.53	\$41.85				\$24.42	2,10

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

REMARKS:

1. Carpenter, Drywall Installer, Laborer I: \$.50 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
2. Cement Finisher, Mason, Plasterer, Tile Setter: \$1.00 per hour shall be added to the regular straight-time rate for height pay for each hour while working from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to building) for each hour worked on said rig.
3. Construction Equipment Operator, Heavy Duty Repairer & Welder: \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
4. Electrician:
 - A. One and one-half times the straight-time rate while working in a tunnel under construction; under water with aqualung equipment; in a completed tunnel which has only one entrance or exit providing access to safety and where no other personnel are working; or in an underground structure having no access to safety or where no other personnel are working.
 - B. Double the straight-time rate shall be paid for the following types of hazardous work regardless if fall prevention devices are used:
 - 1) While working from poles, trusses, stacks, towers, tanks, bosun's chairs, swinging or rolling scaffolds, supporting structures, and open platforms, over 70 feet from the ground where the employee is subject to a free fall; provided, however, that when work is performed on stacks, towers or permanent platforms where the employees are on a firm footing within an enclosure, a hazardous condition does not exist regardless of height;
 - 2) While working outside of a railing or enclosure, or temporary platforms extending outside of a building, or from scaffolding or ladder within an enclosure where an employee's footing is within one foot of the top of such railing, and the employee is subject to a free fall of over 70 feet;
 - 3) Working on buildings while leaning over the railing or edge of the building, and is subject to a free fall of 70 feet; or
 - 4) Two hours minimum hazardous pay per day shall be paid while climbing to a stack, tower or permanent platform which exceeds 70 feet from the ground but where the employee is on a firm footing within an enclosure.
 - C. Five percent per hour shall be added to the hourly wage for height pay while working above 9,000 feet elevation.
5. Glazier: \$1.00 per hour shall be added to the hourly rate for height pay for performing work which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position device systems, fall restraint systems, perimeter safety cables or controlled decking zones or during the use of Swing Stages, Scissor lifts, Man lifts, Boom Lifts.
6. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
7. Ironworker: \$1.00 per hour shall be added to the hourly wage while working in tunnels or coffer dams.
\$2.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
8. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
9. Roofer: When an apprentice has accumulated 2,500 hours, \$4.35 will be added to his/her pension/annuity plan.
The apprenticeship program for apprentices indentured on or after November 4, 2012, consists of four steps with 2,000 hours for each step.

REMARKS:

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

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

Boilermaker: Sunday, New Year's Day, Martin Luther King Jr. Day Presidents Day, Memorial Day, Kamehameha Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

Carpenter, Millwright

Cement Finisher

Drywall Installer

Insulator

Laborer I

Mason

Plasterer

Tile Setter