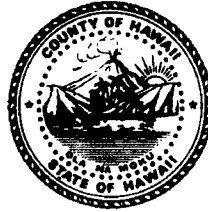


Harry Kim
Mayor

Wil Okabe
Managing Director



Allan G. Simeon, P.E.
Director

Merrick H. Nishimoto
Deputy Director

County of Hawai'i
DEPARTMENT OF PUBLIC WORKS
Aupuni Center
101 Pauahi Street, Suite 7 · Hilo, Hawai'i 96720-4224
(808) 961-8321 · Fax (808) 961-8630
public_works@hawaiicounty.gov

January 9, 2019

Maile V O Romanowski President
Jas W Glover Ltd
P O Box 579
Honolulu HI 96809

SUBJECT: Contract No. C.007377
Contract Date: December 7, 2018
Ocean View Transfer Station and Recycling Center
Ocean View, Ka'u, Hawai'i
Job No. SW-4325

Enclosed are two fully executed set of the contract and bond documents for the construction of the subject project. The certification as to the availability of funds to cover this contract is attached thereon.

You are hereby authorized and directed to proceed with the work called for under this contract beginning February 19, 2019 and to complete same on or before August 17, 2019 (180 consecutive calendar days).

Also enclosed are Notice to Workers and Equal Employment Opportunity posters required by the State Department of Labor and Industrial Relations.

Two certified copies of all weekly payrolls and payroll records (including fringe benefit reporting form), including those for subcontractors, are to be submitted to the project inspector for the entire duration of the project as required by Section 104-3 of the Hawai'i Revised Statutes, HRS §104-3. Each contractor shall maintain accurate and complete payroll records as specified in the Hawai'i Administrative Rules Section 12-22-10, HAR §12-22-10. No employee's social security number shall be included on the weekly payrolls or other payroll records. If documents or records are submitted which include any employee's social security number, then these documents or records will be returned to your office for redaction of the social security number(s) and re-submission.

Maile V O Romanowski President
Jas W Glover Ltd
January 9, 2019
Job No. SW-4325
Page 2

Under Section 92F-12(a)(9), HRS, of the Uniform Information Practices Act, certified payroll records on public works contracts, except social security numbers and home addresses, must be made available for public inspection and duplication. Since social security numbers and home addresses are deemed confidential and must not be disclosed to the public, we recommend that the contractor submit the last 4 digits of the employee's social security number and the employee's home address on a separate sheet from the certified payroll.

Since you are a registered vendor with the Hawai'i Compliance Express program, we will check for compliant status and print out the Certificate of Vendor Compliance for our file.

HRS Chapter 103B as amended by Act 192 regarding the requirement to employ state residents requires you to submit with your final payment, a certification of compliance form made in writing under oath by an officer of the general contractor and applicable subcontractors. Refer to Act 192 for more detailed information. Provided for you is a link to the State, DAGS Statement of Compliance form. <http://hawaii.gov/pwd/Members/ib/forms/>

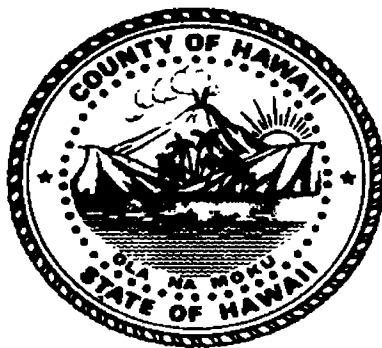
Lastly, you are reminded that your Certificate of Insurance shall be current and valid throughout the duration of the project. It is your responsibility to submit a current Certificate of Insurance before your insurance expires. Your Certificate of Insurance on file expires: December 31, 2019.

If you have any questions, please contact Ryan Dixon, Project Engineer for the Department of Environmental Management, Solid Waste Division, at (808) 961-8296.



Allan G. Simeon, P.E.
Director

cc: DPW – Contracts
Project Manager
DEM Fiscal
Finance Director
Surety



COUNTY OF HAWAII
CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that on the date of filing of this contract with the Director of Finance, there remains an unexpended amount of

\$ 2,064,408.00



sufficient to cover the obligation of the County of Hawaii under this contract.

**Contract Title: Ocean View Transfer Station and Recycling Center,
Job No. SW4325**

Vendor: Jas W Glover, Ltd

Contract No: C.007377

Director of Finance

Date: November 30, 2018



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

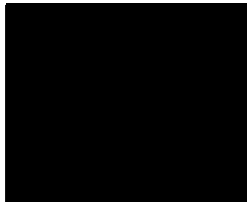
Vendor Name: **JAS. W. <GLOVER,< LTD.**

DBA/Trade Name: **JAS. W. <GLOVER,< LTD.**

Issue Date: **11/09/2018**

Status: **Compliant**

Hawaii Tax#:
New Hawaii Tax#:
FEIN/SSN#:
UI#:
DCCA FILE#:



Status of Compliance for this Vendor on Issue date:

| Form | Department(s) | Status |
|-------------|--|---------------|
| A-6 | Hawaii Department of Taxation | Compliant |
| | Internal Revenue Service (Compliant for Gov. Contract) | Compliant |
| COGS | Hawaii Department of Commerce & Consumer Affairs | Compliant |
| LIR27 | Hawaii Department of Labor & Industrial Relations | Compliant |

Status Legend:

| Status | Description |
|---------------|---|
| Exempt | The entity is exempt from this requirement |
| Compliant | The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance |
| Pending | The entity is compliant with DLIR requirement |
| Submitted | The entity has applied for the certificate but it is awaiting approval |
| Not Compliant | The entity is not in compliance with the requirement and should contact the issuing agency for more information |

CONTRACT
December 1, 2018

THIS AGREEMENT, made and entered on _____ by and between the COUNTY OF HAWAII, a municipal corporation, duly organized and existing under the laws of the State of Hawaii, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawaii 96720, hereafter called "County," and JAS. W. GLOVER, LTD., whose mailing address is P.O. Box 579, Honolulu, Hawaii 96809, hereafter called "Contractor."

Witnesseth:

That for and in consideration of the payments hereinafter mentioned, the Contractor hereby covenants and agrees to and with the County to furnish and pay for all materials, tools, transportation, equipment, labor and other incidental work necessary to properly construct and complete in place, "OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER," Job No. SW-4325, Ocean View, Ka'u, Hawaii, together with equipment and all necessary appurtenances and work incidental thereto, all in accordance with the plans on file at the County Department of Public Works for Job No. SW-4325, the proposal, detailed specifications attached hereto, the General Requirements and Covenants, as amended, the Standard Specifications for Public Works Construction, and the Hawaii Standard Specifications for Road and Bridge Construction, including all additions thereto or deductions therefrom, are made a part hereof by reference, and to complete the same within ONE HUNDRED EIGHTY (180) consecutive calendar days from and including the date of commencement as specified in a written order by the Director, Department of Public Works, County of Hawaii. The additions or extras under this contract will not exceed the sum of _____ DOLLARS (\$_____).

For and in consideration of the covenants, undertakings, and agreements of the Contractor herein set forth and upon the full and faithful performance thereof by the Contractor, the County hereby agrees to pay to the Contractor the sum of TWO MILLION SIXTY-FOUR THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS (\$2,064,408.00), such payments to be made, however, on the conditions hereto annexed and made a part hereof, and subject to such additions thereto or deductions therefrom or hereafter made in accordance with the provisions of such specifications, general conditions, and this agreement.

In accordance with Sections 103-53, Hawaii Revised Statutes, this contract shall not be executed by the County of Hawaii until receipt of tax clearances from the State Director of Taxation and the Internal Revenue Service. In addition, final payment on the contract shall be withheld until the receipt of tax clearances from the State Director of Taxation and the Internal Revenue Service.

It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the County or any court of competent jurisdiction that these services must be provided by public employees pursuant to Civil Service or other law. It is further understood, that should such a finding be made, the County will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this contract.

Contractor has complied with Hawaii County Code §2-83(c), if applicable. Contractor understands and agrees that this contract shall be void if an officer or employee fails to comply with the disclosure requirements set forth in §2-83(c), or if the Board of Ethics finds there is a conflict of interest or any preferential treatment involved.

IN WITNESS WHEREOF, the County has caused this agreement to be executed at Hilo, County and State of Hawaii, and the Contractor has caused this agreement to be executed at Honolulu, O'ahu, State of Hawaii, as of the day and year first above written.

RECOMMEND APPROVAL:

[Signature]
Director, Department of Public Works
County of Hawaii

Date 11/20/18

[Signature]
Director, Department of Environmental Management
County of Hawaii

Date 11/29/18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Deputy Corporation Counsel
County of Hawaii

Date DEC 06 2018

COUNTY OF HAWAII

By [Signature]

Print WILFRED M. OKABE

Its Managing Director

Date DEC - 7 2018

CONTRACTOR

By [Signature]

Print Maile V.O. Romanowski

Its President

Date November 12, 2018

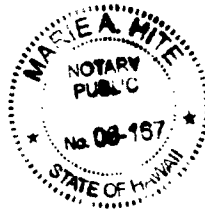
No action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawaii, State of Hawaii; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS.
)

On November 12, 2018, before me personally appeared Maile V.O. Romanowski
to me personally known, who, being by me duly sworn, did say that she
is the President of JAS. W. GLOVER, LTD., a Hawaii corporation; that
the foregoing instrument was signed on behalf of said corporation by authority of its Board of
Directors; and Maile V.O. Romanowski acknowledged said instrument to be the free act and
deed of said corporation.



Marie A. Hite
Signature

Marie A. Hite
Print or Type Name

Notary Public, State of Hawaii

My commission expires: March 19, 2022

NOTARY CERTIFICATION

Doc. Date: (undated at time of notary)

No. of Pages: 1

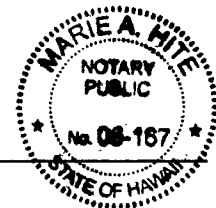
Notary Name: Marie A. Hite

First Judicial Circuit

Doc. Description: Contract between the County of Hawaii and Jas. W. Glover, Ltd. for the
Ocean View Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u,
Hawaii

Marie A. Hite
Notary Signature

11/12/2018
Date



Bond #

PERFORMANCE BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That JAS. W. GLOVER, LTD., whose mailing address is P.O. Box 579,
Honolulu, Hawai'i 96809

(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and Travelers Casualty and Surety Company of
America, One Tower Square, Hartford, CT 06183

(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawai'i, are held and firmly bound unto the COUNTY OF HAWAII, a municipal corporation duly organized and existing under the laws of the State of Hawai'i, its successors and assigns, hereinafter called Obligor, in the amount of TWO MILLION SIXTY-FOUR THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS -----(\$2,064,408.00), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligor on DEC 07 2018, for the following project: Ocean View Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u, Hawai'i,

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this 12th day of November, 2018.

(Seal)

Jas. W. Glover, Ltd.

Name of Principal (Contractor)

*

Maile V.O. Romanowski
Signature

Maile V.O. Romanowski, President

Title

(Seal)

Travelers Casualty and Surety Company of America

Name of Surety

*

Natalie K. Trofimoff
Signature

Natalie K. Trofimoff, Attorney-in-Fact

Title

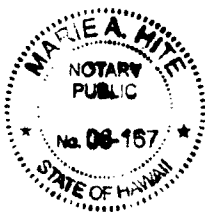
*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS.
)

On November 13, 2018, before me personally appeared Maile V.O. Romanowski to me personally known, who, being by me duly sworn, did say that she is the President of JAS. W. GLOVER, LTD., a Hawai'i corporation; that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and Maile V.O. Romanowski acknowledged said instrument to be the free act and deed of said corporation.



Marie A. Hite
Signature

Marie A. Hite
Print or Type Name

Notary Public, State of Hawai'i

My commission expires: March 19, 2022

NOTARY CERTIFICATION

Doc. Date: November 12, 2018

No. of Pages: 3

Notary Name: Marie A. Hite

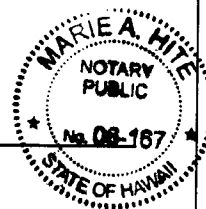
First Judicial Circuit

Doc. Description: Performance Bond (Surety) for the Ocean View Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u, Hawai'i

Marie A. Hite
Notary Signature

11/13/18

Date



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

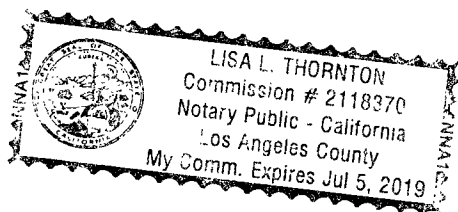
State of California)
) ss
County of Los Angeles)

On NOV 12 2018, before me, Lisa L. Thornton, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

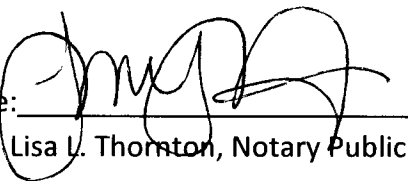
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: _____


Lisa L. Thornton, Notary Public

Bond Number: [REDACTED]

LABOR AND MATERIAL PAYMENT BOND (SURETY)

KNOW TO ALL BY THESE PRESENTS:

That JAS. W. GLOVER, LTD., whose mailing address is P.O. Box 579,
Honolulu, Hawai'i 96809
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and Travelers Casualty and Surety Company of
America, One Tower Square, Hartford, CT 06183
(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawai'i, are held and firmly bound unto the County of Hawai'i, a Municipal corporation duly organized and existing under the laws of the State of Hawai'i, it's successors and assigns, hereinafter called Obligee, in the amount of TWO MILLION SIXTY-FOUR
THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS ----- (\$2,064,408.00)
to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee
On DEC 07 2018, for the following project: Ocean View Transfer Station and
Recycling Center, Job No. SW-4325, Ocean View, Ka'u, Hawai'i,

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

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

Signed this 12th day of November, 2018.

(Seal)

Jas. W. Glover, Ltd.

Name of Principal (Contractor)

*

Maile V.O. Romanowski
Signature

Maile V.O. Romanowski, President

Title

(Seal)

Travelers Casualty and Surety Company of America

Name of Surety

*

Natalie K. Trofimoff
Signature

Natalie K. Trofimoff, Attorney-in-Fact

Title

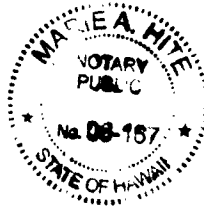
*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS.
)

On November 12, 2018, before me personally appeared Maile V.O. Romanowski
to me personally known, who, being by me duly sworn, did say that she
is the President of JAS. W. GLOVER, LTD., a Hawai'i corporation; that
the foregoing instrument was signed on behalf of said corporation by authority of its Board of
Directors; and Maile V.O. Romanowski acknowledged said instrument to be the free act and
deed of said corporation.



Marie A. Hite
Signature

Marie A. Hite
Print or Type Name

Notary Public, State of Hawai'i

My commission expires: March 19, 2022

NOTARY CERTIFICATION

Doc. Date: November 12, 2018

No. of Pages: 3

Notary Name: Marie A. Hite

First Judicial Circuit

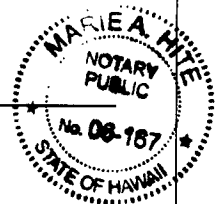
Doc. Description: Labor and Material Payment Bond (Surety) for the Ocean View

Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u, Hawai'i

Marie A. Hite
Notary Signature

11/13/18

Date



Ocean View Transfer Station
and Recycling Center
Job No. SW-4325

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

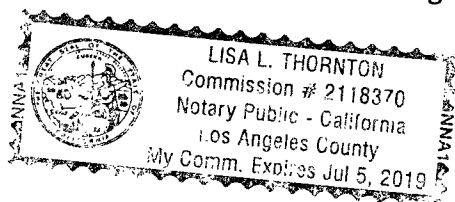
NOV 12 2018

On _____, before me, Lisa L. Thornton, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: _____

A handwritten signature in black ink, appearing to be 'Lisa L. Thornton', written over a horizontal line.

Lisa L. Thornton, Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Natalie K. Trofimoff** of Los Angeles, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **November**, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---------------|
| PRODUCER Alliant Insurance Services, Inc. 177 Park Ave, 3rd Floor San Jose, CA 95113 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (408) 352-6700 FAX (A/C, No): | |
| | E-MAIL ADDRESS: sjcertificates@alliant.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Travelers Indemnity Company | 25658 |
| | INSURER B : Travelers Property Casualty Company of America | 25674 |
| | INSURER C : Charter Oak Fire Insurance Company | 25615 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED

Jas W. Glover, LTD
PO Box 579
Honolulu, HI 96809

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | X | | | 12/31/2018 | 12/31/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | | 12/31/2018 | 12/31/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | 12/31/2018 | 12/31/2019 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | 12/31/2018 | 12/31/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JWG Job #1884, Job #SW-4325, Ocean View Transfer Station and Recycling Center, Ocean View, Ka'u, Hawai'i,

County of Hawaii and its officers and employees are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability evidenced herein is primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. The Excess Liability follows form to the underlying General Liability, Automobile Liability and Employers Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

County of Hawaii
Department of Public Works
25 Aupuni Street
Hilo, HI 96720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V.
– DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- e.** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (b) Neither you nor any other involved "insured" will make any settlement without our consent.

- (c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (d) We will reimburse the "insured":

- (i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

- (ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Alliant Insurance Services, Inc. 177 Park Ave, 3rd Floor San Jose, CA 95113 | CONTACT NAME: Certificate Requests |
| | PHONE (A/C, No, Ext): (408) 352-6700 FAX (A/C, No): |
| | E-MAIL ADDRESS: sjcertificates@alliant.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Travelers Indemnity Company NAIC # 25658 |
| | INSURER B: Travelers Property Casualty Company of America 25674 |
| | INSURER C: Charter Oak Fire Insurance Company 25615 |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |

INSURED

Jas W. Glover, LTD
PO Box 579
Honolulu, HI 96809

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefi \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | | 12/31/2017 | 12/31/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | 12/31/2017 | 12/31/2018 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | 12/31/2017 | 12/31/2018 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JWG Job #1884, Job #SW-4325, Ocean View Transfer Station and Recycling Center, Ocean View, Ka'u, Hawai'i,

County of Hawaii and its officers and employees are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability evidenced herein is primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. The Excess Liability follows form to the underlying General Liability, Automobile Liability and Employers Liability policies.

CERTIFICATE HOLDER

County of Hawaii
Department of Public Works
25 Aupuni Street
Hilo, HI 96720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael J. Jefferson

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

- (2)** Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**,

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

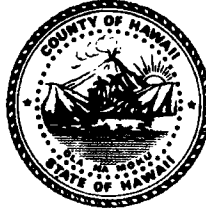
N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Harry Kim
Mayor

Wil Okabe
Managing Director



Allan G. Simeon, P.E.
Director

Merrick H. Nishimoto
Deputy Director

County of Hawai'i
DEPARTMENT OF PUBLIC WORKS
Aupuni Center
101 Pauahi Street, Suite 7 · Hilo, Hawai'i 96720-4224
(808) 961-8321 · Fax (808) 961-8630
public_works@hawaiicounty.gov

November 9, 2018

Via Email: [REDACTED]

Maile V O Romanowski President
Jas W Glover Ltd
P O Box 579
Honolulu HI 96809

SUBJECT: Ocean View Transfer Station and Recycling Center
Ocean View, Ka'ū, Hawai'i
Job No. SW-4325

The purpose of this letter is to formally notify you that the County of Hawai'i has determined that your company has submitted the low qualifying bid for the subject project on October 25, 2018, in the amount of \$2,064,408.00. The award is based on the following:

| | |
|---|----------------------|
| Basic Bid | \$1,252,308.00 |
| Additive Onsite Improvements | \$ 581,100.00 |
| Additive Alternate No. 1 to Onsite Improvements | <u>\$ 231,000.00</u> |
| Total | \$2,064,408.00 |

Enclosed for your execution, acknowledgement, and return is the original contract for the subject project. Please ensure that the executed signature is authorized by your company's corporate resolution.

Be advised, per contract bid specifications, you must execute and return the original contract within 10 days from the date of this letter.

Please submit a Certificate of Insurance showing the required insurance coverages for the subject project as soon as possible. In addition to the project title and job number, the Certificate of Insurance shall contain an endorsement as follows:

Maile V O Romanowski President
Jas W Glover Ltd
Job No. SW-4325
November 9, 2018
Page 2

“It is agreed that the County of Hawai‘i and its officers and employees are named as an additional insured but solely with respect to the work being performed by or on behalf of the named insured with respect to (Policy Nos.).”

The Certificate Holder section of the Certificate of Insurance shall be addressed and submitted as follows: **County of Hawai‘i, 25 Aupuni Street, Hilo, Hawai‘i 96720, Attn: Department of Public Works.**

Should you seek to modify or cancel any of the insurance policies required by this contract, you are required to notify the County at least sixty (60) days prior to any such modification or cancellation. You are also required to notify the County immediately of any modification or cancellation of any required insurance policy that is initiated by your insurance carrier. Failure to provide the County with such notice constitutes a material breach of this contract.

HRS Chapter 103B as amended by Act 192 applies to any subcontract of \$50,000 or more in connection with the contractor; as such, subcontractors must also ensure that Hawai‘i residents comprise not less than 80% of the subcontractor’s workforce used to perform the contract. Prior to starting any construction work, the contractor shall submit the subcontractor dollar amount for each of its subcontractors.

Since you are a registered vendor with the Hawai‘i Compliance Express program, we will check for compliant status and print out the Certificate of Vendor Compliance for our file.

Lastly, if you are an officer or employee of the County of Hawai‘i, or a business in which an officer or employee or officer or employee’s immediate family has a controlling interest, the provisions of Hawai‘i County Code §2-83(c) must be complied with before a contract for goods or services may be entered into with any County agency.

If you have any questions, please contact Ryan Dixon, Project Engineer for the Department of Environmental Management, Solid Waste Division, at (808) 961-8296.



Allan G. Simeon, P.E.
Director

cc: DPW – Contracts
Surety
Project Manager
DEM Fiscal
Finance, Accounts Division

Hawai‘i Island Contractors Association
Builders Exchange Hawai‘i
General Contractors Association
Bid Service Weekly

PROPOSAL

FOR

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
OCEAN VIEW, KA'Ū, HAWAI'I
COUNTY AND STATE OF HAWAI'I

JOB NO. SW-4325

The Honorable Harry Kim, Mayor
County of Hawai'i
Hilo, Hawai'i

Sir:

The undersigned Bidder hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor and other incidental work necessary to construct and complete in place the "OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER," Job No. SW-4325, Ocean View, Ka'ū, Hawai'i, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Bidders, Special Notice to Bidders, Proposal, Wage Rate Schedule, General Specifications, and Detail Specifications, made a part of these specifications; Standard Specifications for Public Works Construction (September, 1986), General Requirements and Covenants (July, 1972), and the applicable portions of the Hawai'i Standard Specifications for Road and Bridge Construction, 2005 edition, made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, which are on file in the Administration Office, Department of Public, Works, City of Hilo, County and State of Hawai'i, for the Total Basic Bid of:

One million two hundred fifty two thousand three
hundred and eight & ⁰⁰/₁₀₀ DOLLARS (\$ 1,252,308.⁰⁰)

The Bidder agrees to complete work within the time periods specified below including the date of commencement as specified in a written order by the Director, Department of Public Works, County of Hawai'i.

Basic Bid 180 Consecutive Calendar Days from NTP

In order that the Contractor may be awarded within the available funds, each Bidder must and is required to complete this proposal with the following additive alternate bids:

Additive Onsite Improvements, add the Total Lump Sum Bid of:

five hundred eighty one thousand one hundred
+ $\frac{00}{100}$ DOLLARS (\$ 581,100.⁰⁰).

The Bidder agrees to complete the same within Zero (0) consecutive calendar day in addition to the Basic Bid.

Additive Alternate No. 1 to Onsite Improvements, add the Total Lump Sum Bid of:

two hundred thirty one thousand + $\frac{00}{100}$
 DOLLARS (\$ 231,000.⁰⁰).

The Bidder agrees to complete the same within Zero (0) consecutive calendar day in addition to the Basic Bid.

It is understood that the award of the contract shall be based on the lowest Basic Bid or combination of Basic Bid and any Additive or Additive Alternate Bid(s) if the Basic Bid does not exceed available funds.

It is understood that any Additive or Additive Alternate Bid Items not incorporated in the Contract will be added to the contract via a formal Field Order or Change Order.

PROPOSAL SCHEDULE

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER OCEAN VIEW, KA'Ū, HAWAI'I COUNTY AND STATE OF HAWAI'I

| <u>BASIC BID: OFF SITE IMPROVEMENTS</u> | | | | | |
|--|-----------|------|--|----------------|---------------|
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | Amount Bid |
| 1 | 1 | LS | Mobilization and Demobilization (Maximum allowed is 10% of all Basic Bid Items excluding this Bid Item) | Lump Sum | \$ 100,000.00 |
| 2 | 2 | EA | Project Advisory Signs | \$ 2,750.00 | \$ 5,500.00 |
| 3 | 1 | LS | Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum | \$ 24,000.00 |
| 4 | 1 | FA | Repair of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls as a result of weather related events | Force Account | \$10,000.00 |
| 5 | 1 | LS | Traffic Control/Flaggers | Lump Sum | \$ 47,000.00 |
| 6 | 1 | LS | Clear and Grub | Lump Sum | \$ 27,000.00 |
| 7 | 16 | EA | Remove / Relocate Signs | \$ 750.00 | \$ 12,000.00 |
| 8 | 1 | LS | AC Pavement Sawcut and Remove (removes striping/incidental) | Lump Sum | \$ 24,000.00 |
| 9 | 1,710 | CY | Roadway Excavation | \$ 105.00 | \$ 179,550.00 |
| 10 | 464 | CY | Roadway Embankment (Compaction per State DOT Requirements Incidental) | \$ 193.00 | \$ 89,552.00 |
| 11 | 1,294 | SY | Hot Mix Asphalt Base Course (12" thick under highway travel lanes) | \$ 179.00 | \$ 231,626.00 |
| 12 | 1,400 | SY | Hot Mix Asphalt Base Course (8" thick under highway shoulders) | \$ 131.00 | \$ 183,400.00 |
| 13 | 176 | SY | Aggregate Base Course (6" thick under driveway outside of State R/W; Compaction per State DOT Requirements Incidental) | \$ 55.00 | \$ 9,680.00 |

| 14 | 1 | LS | Asphalt Concrete Pavement, Mix No. IV, Including Overlay (Cold Planing Incidental) | Lump Sum | \$ 170,000.00 |
|--------------------------------------|-----------|------|---|-----------------|---------------|
| 15 | 1 | LS | Asphalt Compaction Testing by Hawai'i Certified Independent Testing Laboratory (Test performed a minimum of every 200 linear feet of roadway/driveways) | Lump Sum | \$ 19,000.00 |
| 16 | 1 | LS | Striping & Signage | Lump Sum | \$ 72,000.00 |
| 17 | 1 | LS | Guardrail | Lump Sum | \$ 48,000.00 |
| | | | TOTAL BASIC BID | \$ 1,252,308.00 | |
| | | | | | |
| ADDITIVE: ONSITE IMPROVEMENTS | | | | | |
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | Amount Bid |
| B1 | 1 | LS | Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum | \$ 10,051.00 |
| B2 | 1 | LS | Clear and Grub | Lump Sum | \$ 22,000.00 |
| B3 | 2,696 | CY | Grading: Excavation | \$ 42.00 | \$ 113,232.00 |
| B4 | 2,517 | CY | Grading: Embankment | \$ 101.00 | \$ 254,217.00 |
| B5 | 1 | LS | Gravel Area | Lump Sum | \$ 93,000.00 |
| B6 | 1 | LS | Concrete Pad | Lump Sum | \$ 36,000.00 |
| B7 | 1 | LS | Retention Basin | Lump Sum | \$ 9,000.00 |
| B8 | 1 | LS | Chain Link Fencing & Gate | Lump Sum | \$ 33,000.00 |
| B9 | 1 | LS | Facility Identification Sign | Lump Sum | \$ 600.00 |
| B10 | 1 | FA | Facility Signage | Force Account | \$10,000.00 |
| | | | TOTAL ADDITIVE ONSITE IMPROVEMENTS | \$ 581,100.00 | |

| ADDITIVE 1: TO ONSITE IMPROVEMENTS | | | | | |
|---|-----------|------|--|---------------------------|---------------------------|
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | Amount Bid |
| C1 | 1 | LS | AC Pave in lieu of Gravel | Lump Sum | \$ 209,000. ⁰⁰ |
| C2 | 1 | LS | Delete Retention Basin & Add Shallow Drywell | Lump Sum | \$ 22,000. ⁰⁰ |
| | | | TOTAL ADDITIVE ALTERNATE 1 | \$ 231,000. ⁰⁰ | |

Clarifications to Proposal Schedule:

1. All required and necessary items which there are no specific pay items shall be considered as incidental work for a complete project. Costs for all required and necessary items shall be considered incidental and included in the bid prices of the various pay items provided within the proposal schedule. Refer to Section 01270.

The Director also reserves the right, during construction, to decrease or increase the scope of work, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

It is also understood and agreed that the quantities for any item on which a Lump Sum bid is required in this proposal are approximate only and that payment will be made only for the item in place complete, regardless of the amount of material, equipment and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the Plans and Specifications. No guaranty is given that the quantities in the Lump Sum items are more than approximately correct as the quantities shown distributed in the Lump Sum items are given only for the purpose of making monthly estimates. The Bidder and/or Contractor shall verify these quantities in any manner it deems necessary or expedient.

It is also understood and agreed that the estimated quantities shown for items for which a Unit Price is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this Contract, and the undersigned agrees that it is satisfied with and will at no time dispute said estimated quantities as a means of comparing the bids. It is

understood and agreed that it will make no claims for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. On Unit Price bids, payment will be made only for the actual number of units accepted and incorporated in the finished product at the Unit Price bid.

It is also understood and agreed that if the product of the Unit Price bid by the number of units does not equal the total amount named by the Bidder for any item, it will be assumed that the error was made in computing the total amount and for the purpose of computing the lowest Bidder, the named Unit Price alone will be considered as representing the Bidder's intention and the total amount bid on such item shall be considered at the amount arrived by multiplying the Unit Price by the number of Units.

It is understood and agreed that the Director reserves the right to increase or decrease the quantities given in the Proposal in order that the award may be made within the funds allocated for this project.

It is understood and agreed that the liquidated damages shall be as set forth in the Requirements and Covenants of the County of Hawai'i (July, 1972) as amended per Special Provisions and determined for this Project to be as follows:

| | |
|------------|--------------------------|
| Basic Bid: | \$1,000 per calendar day |
|------------|--------------------------|

It is also understood and agreed that the Director reserves the right to accept or reject any and all bids and to waive any and all defects and informalities, when in his opinion, such rejection or waiver will be for the best interest of the County of Hawai'i.

It is also understood and agreed that the award of the contract hereunder shall be conditioned upon the Director having the right to hold all bids for a period of ninety (90) consecutive calendar days from the opening hereunder unless otherwise required by law, during which time no bid may be withdrawn.

The Bidder hereby agrees that if it is awarded this contract, it will enter into and execute the same within ten (10) days from the date of notice to award and furnish a bond in the amount and character required within the time specified by the specifications Section 103D-324, Hawai'i Revised Statutes.

The Bidder represents that it (☒) has, (☐) has not, participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause of Executive Order 11246 of September 24, 1965, as amended October 31, 1967; that it (☒) has, (☐) has not, filed all required compliance reports; that it (☒) has, (☐) has not, an affirmative action program on equal employment opportunity; that it will, if required, furnish a written Affirmative Action Program; and that representations including submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to the contract awards.

The Bidder further represents that it will, if required submit and require proposed subcontractors to submit a compliance report prior to the award of the contract or subcontract and a written Affirmative Action Program, if required, within a specified time after award.

The Bidder further agrees that if awarded the contract and if it FAILS to enter into and execute the contract and furnish the required bond within the specified time, the county may determine the bidder has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the County of Hawai'i.

The Bidder further understands and agrees that by submitting this proposal, 1) it is declaring his/her proposal is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) it is certifying that the price(s) submitted was/were independently arrived at without collusion.

Substitution of Retainage. Pursuant to Section 103-32.2, Hawai'i Revised Statutes, the contracting officer may enter into agreement with the Contractor which will allow the Contractor to withdraw from time to time the whole or any portion of the sum retained under Section 103-32.1 upon depositing with the contracting officer any general obligation bond of the State of Hawai'i or counties of Hawai'i, Maui, Kauai or City and County of Honolulu with a market value of not less than the sum to be withdrawn. A certificate of market value from a bank or trust company or stock brokerage firm must be submitted with the bond. If registered bonds are used, they must be assigned irrevocably to the County of Hawai'i.

BID SECURITY REQUIREMENTS:

a. The Offeror is required to upload a PDF copy of the bid security as a required element of this solicitation. The Public Purchase option of mailing in the bid security is **not allowed**.

b. The offeror must submit the original bid security **within five (5) working days from the notification of intent to award**. If the offeror fails to comply with this requirement, the procurement officer has the option to reject the electronically submitted offer. (HAR 3-122-9[d])

Bid Security Provided (check one):

- ☐ Legal Tender
- ☐ Certificate of Deposit
- ☐ Certified Check
- ☒ Surety Bond (according to Section 103D-323, Hawai'i Revised Statutes and Chapter 3-122, Subchapter 24, Hawai'i Administrative Rules.)

for the sum of 5% OF THE TOTAL BID AMOUNT
_____ DOLLARS (\$ _____)

being not less than the sum required under Section 103D-323, Hawai'i Revised Statutes and Chapter 3-122, Subchapter 24, Hawai'i Administrative Rules, payable to County of Hawai'i, Director of Finance.

The Bidder represents: (Check ✓ one only)

☒ A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**

☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i, Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.

State of incorporation: _____

Bidder is:

☐ Sole Proprietor
☐ Joint Venture

☐ Partnership
☐ Other _____

☒ Corporation

Federal I.D. No.: _____

Hawai'i General Excise Tax License I.D. No.: _____

Business street address: 890 LEILANI STREET

City, State, Zip Code: HILO, HI 96720

Payment address (if different than business street address above): _____

P.O. BOX 579, HONOLULU, HI 96809

Telephone No. 808-591-8977

Facsimile No. 808-591-8978

Email Address _____

Date: 10/25/18

Respectfully submitted,

Maile V.O. Romanowski
Authorized (Original) Signature of Bidder

Maile V.O. Romanowski

Print Name

President

Print Title**

Jas. W. Glover, Ltd.

Exact Legal Name of Company (Bidder)*

(SEAL)

*If Bidder 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:

** Please attach to this page evidence of the authority of this officer to submit bid on behalf of the company, giving also his address and the names and addresses of the Vice-President and Secretary.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.
Reference is made to Article 2.7 (Preparation of Proposal) of the General Requirements and Covenants (July, 1972) and as amended by Special Provisions

LISTING OF RESPONSIBLE ENTITIES

In compliance with the provisions of Chapter 103D-302, HRS, and Chapter 3-122-21, Subchapter 5, Hawai'i Administrative Rules, the Bidder shall record hereinafter the names of each person or firm to be engaged by the Bidder as a joint contractor or subcontractor in the performance of the public work construction contract.

In order for the County to ensure the Bidder's compliance with the Hawai'i Supreme Court's January 28, 2002 decision in *Okada Trucking Co., Ltd. v. Board of Water Supply, et. al.*, 97 Haw. 450 (2002), the Bidder shall record hereinafter the names of each joint contractor, subcontractor, lower tier subcontractor or other entity that it intends to perform work on this Project.

In order for the County to determine the Bidder's responsiveness and responsibility, the Bidder shall provide the corresponding contractor license identification number issued by the State and describe the nature and scope of the work to be performed by each entity listed. Where work is to be performed by the Prime Contractor (Bidder) it shall list itself accordingly as the responsible entity.

Bids that do not comply with the requirements may be rejected at Director's discretion. Reference the Special Notice to Bidders for additional instructions and guidance.

| Name of Responsible Entity: (i.e., Prime-, Joint- or Sub- Contractor, etc.) | License I.D. | Nature and Scope of Work |
|--|--------------|-----------------------------------|
| Jas. W. Glover, Ltd. | ABC-3 | Asphalt paving and surfacing |
| G.P. ROADWAY SOLUTIONS | AC 10998 | Signage |
| Jas. W. Glover, Ltd. | ABC-3 | Excavating, grading and trenching |
| JAS. W. GLOVER, LTD. | ABC-3 | Concrete work |
| G.P. ROADWAY SOLUTIONS | AC 10998 | Guardrail |
| BOHS FENCING, INC. | C-23229 | Fencing |
| SIMMONS STEEL CORPORATION | C-25707 | Reinforcing steel |
| PACIFIC PREFERRED CONTRACTORS | C-12140 | Pavement marking |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

HAWAI'I APPRENTICESHIP PREFERENCE

Section 103-55.6, Hawai'i Revised Statutes, as enacted by S.B. 19, Act 17, SLH 2009, provides for a Hawai'i Apprenticeship Preference for public works construction projects with estimated values of \$250,000.00 or greater. The preference shall be in the form of a five percent (5%) bid adjustment applied to the Bidder's bid amount.

Any Bidder seeking the Hawai'i Apprenticeship Preference for the purpose of this bid shall:

- (1) be a party to an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR) at the time of its bid for each apprenticeable trade the Bidder will employ to construct the public works project for which the bid is made; and
- (2) completely fill-in the Schedule of Project Apprenticeship Trades attached here to attesting to the trades the Bidder will employ to perform the work; and
- (3) for each apprenticeable trade the Bidder will employ for this project, submit with its bid fully executed and authorized CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (FORM 1) form(s) issued by the DLIR verifying participation in apprenticeship program(s) registered with DLIR; and
- (4) fully execute the certification below.

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

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

Upon successful verification of the Bidder's executed Form 1 documents submitted with its bid, the Director will apply the Hawai'i Apprenticeship Preference and decrease the Bidder's total bid amount by five percent (5%) for evaluation purposes only. The Hawai'i Apprenticeship Preference will apply in conjunction with other statutory preferences (i.e., Hawai'i Products Preference).

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be in the amount of the bid, exclusive of any preferences.

Upon applying for the Hawai'i Apprenticeship Preference, the Contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs. Said monthly certification shall be made on MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (FORM 2) form issued by the DLIR. Failure or refusal of the contractor to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the contractor employs, the contractor will be subject to the sanctions afforded by law, as determined by the Director.

This preference shall not apply if it will be in conflict with any Federal Law or if it would disqualify any County Agency from receiving federal funds or aid. FORM 1 and FORM 2 (referenced above) and the List of Construction Trades in Registered Apprenticeship Program and the List of Persons Authorized to Certify Contractor Participation in Apprenticeship Programs (Act 17) are available on DLIR's Workforce Development Division's website at: <http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/>

I do hereby attest that it is our intention to apply for the Hawai'i Apprenticeship Preference, that we satisfy all of the requirements to qualify for the preference, and that we shall comply with all applicable requirements conferred upon us by receiving this preference for the duration of the contract; and

I do hereby state that all of the information provided in the attached Schedule of Project Apprenticeship Trades is true and accurate:

Name: _____

Its: _____

Signed: _____

Date: _____

| SCHEDULE OF PROJECT APPRENTICESHIP TRADES | | |
|---|---|----|
| APPRENTICEABLE TRADES (as of 11/09/2017) Refer to : http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/ | Bidder intends to employ a person or persons of the following trades in the performance of this project: (Initial below accordingly) | |
| | YES | NO |
| Boilermaker | | |
| Bricklayer-Mason | | |
| Carpenter | | |
| Cement Finisher | | |
| Construction Craft Laborer | | |
| Construction Equipment Operator | | |
| Drywall, Acoustic and Lather Installer | | |
| Electrical Wireperson | | |
| Electrician | | |
| (Electrician) Wireperson | | |
| Elevator Constructor | | |
| Fire Sprinkler Fitter | | |
| Floor Layer | | |
| Glazier | | |
| Hazardous Waste Material Technician | | |
| Heat and Frost Insulator | | |
| Heavy Duty Repairman and Welder | | |
| Ironworker Shop Fabricator/Welder | | |
| Ironworker (Reinforcing) | | |

~continued on next page~

SCHEDULE OF PROJECT APPRENTICESHIP TRADES (cont'd)

| APPRENTICEABLE TRADES (as of 11/09/2017) Refer to : http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/ | Bidder intends to employ a person or persons of the following trades in the performance of this project: (Initial below accordingly) | |
|---|---|----|
| | YES | NO |
| Ironworker (Structural) | | |
| Landscape and Irrigation Laborer | | |
| Painter | | |
| Paving Equipment Operator | | |
| Plasterer | | |
| Plumber | | |
| Pointer-Caulker-Weatherproofer | | |
| Refrigeration Air-Conditioning | | |
| Roofer | | |
| Sheet Metal Worker | | |
| Steamfitter/Welder | | |
| Stone Mason | | |
| Taper | | |
| Telecommunication/CATV Installer Technician | | |
| Tile Setter | | |
| Truck Operator and Driver | | |

NOTE: The above listed trades are provided for the convenience of the Bidder and are based on the information available as of the date noted in the schedule's header. It shall be the Bidders responsibility to add, delete or appropriately amend the list to reflect the apprenticeable trades recognized by the State Department of Labor and Industrial Relations at the time Bidder's bid is made. Blank rows are provided in the above for this purpose.

HAWAI'I PRODUCT PREFERENCE

In accordance with Section 103D-1002, Hawai'i Revised Statutes, the Hawai'i Products Preference is applicable to this bid. Hawai'i products may be available for certain work required for construction of this project. The Hawai'i products list is available on the State Procurement Office's ("SPO") website at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/>. For further information about the manufacturer(s), click on the manufacturer(s) that is/are listed.

Bidders' attention is directed to the Special Provisions, Section 10 (Preferences), Subsection A (Preference for Hawai'i Products).

Bidders intending to include in their bids products that are NOT on the State Procurement Office's Hawai'i Products List ("HPL") are directed to the section of these specifications titled "NOTICE TO PROVIDERS AND PROSPECTIVE PROVIDERS OF HAWAI'I PRODUCTS."

Determination of the low bidder will be based on the preference in effect at the time of bid opening. As of October 1, 2010, a ten percent (10%) preference is established for Class I Hawai'i products (provided that Hawai'i input exceeds 50%) and a fifteen percent (15%) preference is established for Class II Hawai'i products. The total bid, taking this preference into consideration and providing for additional bid criteria or preferences applicable to the project, shall be utilized in determining the apparent low bidder on the project. However, the contract amount shall be the amount of the bid offered exclusive of the preference.

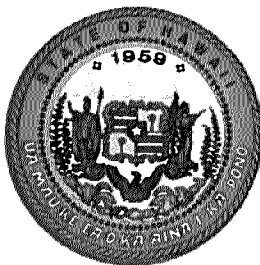
Bidders shall completely fill-in the following SCHEDULE OF HAWAI'I PRODUCT PREFERENCE CLAIMS in accordance with the following instructions:

1. "Cost" shall be the total cost of furnishing the Hawai'i product F.O.B. jobsite, unloaded, including applicable general excise tax and use taxes.
2. "Credit" shall be the quotient of the "Cost" and "%" values for each Hawai'i product on this schedule. Where necessary, round up to the nearest penny.
3. Meanings of all other terms appearing on the Schedule shall be consistent with the SPO's HPL.
4. Fill-in all information neatly, legibly and completely. Abbreviations are acceptable provided no ambiguity is created by their use.

Bidders may copy the attached schedule and attach additional sheets as necessary.

The Director reserves the right to disqualify individual line item preferences claimed by the Bidder on the attached schedule due to use of non-certified Hawai'i products; provision of inaccurate or incomplete information; or any other inconsistency or omission that may affect the award of the contract. The Bidder will be notified by the Director of any such disqualifications prior to award.

| SCHEDULE OF HAWAII PRODUCT PREFERENCE CLAIMS | | | | | | | | | |
|--|-----------------|---------------------|-----------------------|----------|------|-------------------------|------------|----------------|----------------------|
| CERTIFIED HAWAII PRODUCT | | | | | | | PREFERENCE | | |
| Product Category | Class (I or II) | Manufacturer | Product & Description | Quantity | Unit | Cost (A) | % (B) | Credit (A x B) | |
| CONCRETE | I | JAS. W. GUNDEL, LTD | CONCRETE | 21 | CY | \$5040 ⁰⁰ | 10 | \$ | 504 ⁰⁰ |
| AGGREGATE | I | JAS. W. GUNDEL, LTD | AGGREGATE | 4,000 | TON | \$180,000 ⁰⁰ | 10 | \$ | 18,000 ⁰⁰ |
| ASPHALT | I | JAS. W. GUNDEL, LTD | ASPHALT | 3,200 | TON | \$544,000 ⁰⁰ | 10 | \$ | 54,400 ⁰⁰ |
| | | | | | | \$ | | \$ | |
| | | | | | | \$ | | \$ | |
| | | | | | | \$ | | \$ | |
| | | | | | | \$ | | \$ | |
| TOTAL: | | | | | | | | \$ | 72,904 ⁰⁰ |



**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

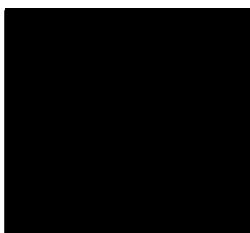
Vendor Name: **JAS. W. <GLOVER,< LTD.**

DBA/Trade Name: **JAS. W. <GLOVER,< LTD.**

Issue Date: **10/22/2018**

Status: **Compliant**

Hawaii Tax#:
New Hawaii Tax#:
FEIN/SSN#:
UI#:
DCCA FILE#:



Status of Compliance for this Vendor on Issue date:

| Form | Department(s) | Status |
|-------------|--|---------------|
| A-6 | Hawaii Department of Taxation | Compliant |
| | Internal Revenue Service (Compliant for Gov. Contract) | Compliant |
| COGS | Hawaii Department of Commerce & Consumer Affairs | Compliant |
| LIR27 | Hawaii Department of Labor & Industrial Relations | Compliant |

Status Legend:

| Status | Description |
|---------------|---|
| Exempt | The entity is exempt from this requirement |
| Compliant | The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance |
| Pending | The entity is compliant with DLIR requirement |
| Submitted | The entity has applied for the certificate but it is awaiting approval |
| Not Compliant | The entity is not in compliance with the requirement and should contact the issuing agency for more information |

SURETY BID BOND

Bond No. N/A

KNOW ALL BY THESE PRESENTS:

That we, JAS. W. GLOVER, LTD.
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America
(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a
Surety in the State of Hawaii, are held and firmly bound unto
County of Hawaii - Department of Environmental Management
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of
Five Percent of Total Bid Amount Submitted ----
(Required amount of bid security)

Dollars (\$ 5% of Total Bid Amount Submitted --), lawful money of the United States of
America, for the payment of which sum well and truly to be made, the said Principal and
the said Surety bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for Ocean View Transfer Station and
Recycling Center Job No. SW-4325
(Project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or
in the alternate, accept the offer of the Principal and the Principal shall enter into a
contract with the Owner in accordance with the terms of such offer, and give such bond
or bonds as may be specified in the solicitation or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof as specified in the
solicitation then this obligation shall be null and void, otherwise to remain in full force
and effect.

Signed this 22nd day of October, 2018

(Seal) JAS. W. GLOVER, LTD.
Name of Principal (Offeror)

Maile V.O. Romanowski
Signature

Maile V.O. Romanowski President
Title

(Seal) Travelers Casualty and Surety Company of America
Name of Surety

Patricia S. Arana
Signature

Patricia S. Arana, Attorney-In-Fact
Title

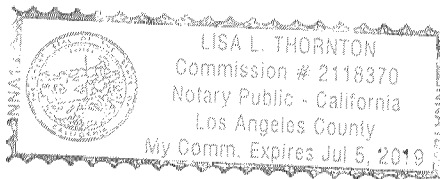
Civil Code § 1189

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.

Signature: _____
Lisa L. Thornton, Notary Public

(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia S. Arana** of **Los Angeles** **California**

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

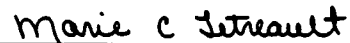
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of October, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



JAS. W. GLOVER, LTD.

GENERAL CONTRACTORS

License No. ABC-3

I, Marie A. Hite, Secretary of JAS. W. GLOVER, LTD., 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, 248 Sand Island Access Road, Honolulu, Hawaii, on the 3rd day of October, 2006, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect:

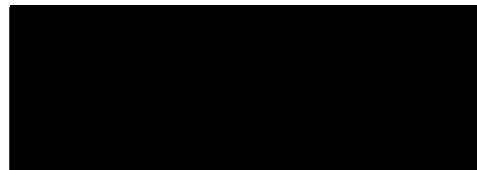
"RESOLVED that any individual at the time holding the position of President or Vice President, be authorized to execute on behalf of the Corporation any bid, proposal or contract for the sale or rental of products of the Corporation, or for services to be performed by the Corporation, and to execute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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said JAS. W. GLOVER, LTD., this 25TH day of OCTOBER, 2006.

Marie A. Hite
Secretary

Names and Addresses of:

| | |
|-------------------------|-----------------------|
| President and Treasurer | Maile V.O. Romanowski |
| Vice President | Byron Fujimoto |
| Vice President | John Romanowski |
| Secretary | Marie A. Hite |



Honolulu

P.O. Box 579 • Honolulu, HI 96809
tel (808) 591-8977 • fax (808) 591-8978

Hilo

890 Leilani Street • Hilo, HI 96720
tel (808) 935-0871 • fax (808) 961-9237

Kona

P.O. Box 4116 • Kailua-Kona, HI 96745
tel (808) 329-4113 • fax (808) 326-6017

Lihue

P.O. Box 1929 • Lihue, HI 96766
tel (808) 245-3609 • fax (808) 246-6209

**ADDENDUM NO. 2
TO
PLANS AND SPECIFICATIONS
FOR
OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
JOB SW-4325
AT
OCEAN VIEW, KA‘Ū, HAWAI‘I
COUNTY AND STATE OF HAWAI‘I**

NOTICE TO ALL PROSPECTIVE BIDDERS

The items listed below are made a part of the contract and shall govern the work, taking precedence over the previously issued plans and specifications governing the particular item of work mentioned.

SPECIFICATIONS

1. **DELETE** the Special Notice to Bidders in its entirety and **REPLACE** with the attached revised Addendum No. 2 Special Notice to Bidders. (3 pages)
2. **DELETE** Section 108 – Prosecution and Progress in its entirety and **REPLACE** with the attached revised Addendum No. 2 Section 108 – Prosecution and Progress. (6 pages)

PLANS

1. **DELETE** Drawing C-4.2 in its entirety and **REPLACE** with attached revised Drawing 4.2. (1 sheet)

REQUEST FOR INFORMATION

1. Regarding the "minimum contractor licensing requirements for the project," it appears that the scope of work shown on the plans may not require a C-31 masonry contractor license to perform the work and a C-31a cement concrete contractor license may be sufficient to install the concrete pad. Please clarify if a C-31 license is required and if required, please direct our attention to the work. Thank you.

A C-31 or C-31a is required

2. Is filter fabric required at the drywell?

Per Addendum #1 Appendix 2 - "The County of Hawaii is currently in the process of obtaining an NPDES Permit. The State DOH has assigned permit number HI S000588 and will be published for public comment. Attached is the draft of the NPDES permit. The final permit will be made part of the Contract. In the event that there are substantial changes between the draft permit and the final permit, Contractor and County of Hawaii will negotiate contract adjustment as needed."

As such the draft NPDES Permit, HI S000588, identifies Storm Drain Inlet Protection SC-2 of the State of Hawai'i DOT, Highways Division Construction BMP Field Manual as the "Appropriate Site Specific BMP to be Implemented" for storm drain inlet protection on page 209-16a of Addendum #1. Please refer to "Storm Drain Inlet Protection SC-2 of the State of Hawai'i DOT, Highways Division Construction BMP Field Manual" for the materials requirements.

As to whether fabric is required around the drain rock surrounding the drywell rings in the permanent application the answer is "no".

3. Please confirm which of the liquidated damages are applicable:

Proposal page 6 has \$1,000 per calendar day.

Subsection 108.08 on page 108-5a has \$1,000.00 per working day.

Liquidated damages are per calendar day

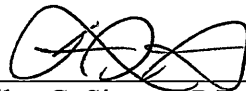
4. The guardrail shown on Sheet C-4.2 is unclear on the end treatments.

Firstly, there is no MASH approved end treatment system approved for a radius. The guardrail starting at station point 521+00 leading off of Hawaii Belt Rd and onto Iolani Lane has a sharp radius. What substitute will suffice?

Use MSKT. The radius has been revised to a taper application on the attached drawing C4.2 since DOT has not officially replaced their detail.

Second, the guardrail that starts at station point 521+53 has no end treatment specified. Please provide information on what end treatment to use.

Use DOT Detail M-8 (attached).



Allan G. Simeon, P.E., Director
Department of Public Works
County of Hawai'i

Date Issued: October 18, 2018

Ocean View Transfer Station and Recycling Center
Job No. SW-4325

Addendum No. 2
Page 2 of 2

SPECIAL NOTICE TO BIDDERS

“Reminder Note: “A” general engineering contractors and “B” general building contractors are reminded that due to the Hawai‘i Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on a “A” or “B” project (See, HRS § 444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license (An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32.). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.”

Bidders must possess a valid **State of Hawai‘i “A” General Engineering license** and the specialty licenses included in the attached “Minimum Contractor Licensing Requirements for Project” have been determined by the County to be required.

1. Contractor Licensing requirements for the project will be discussed during the Pre-Bid Meeting for the project on the date and time established by the Notice to Bidders.
 - a. Anyone who disagrees with the “Minimum Contractor Licensing Requirements for Project” shall raise objections during the Pre-Bid Meeting or submit written comments no later than ten (10) consecutive calendar days prior to bid opening.
2. Failure to list Sub-contractors having valid licenses in accordance with the “Minimum Contractor Licensing Requirements for Project” will result in automatic disqualification of the bid as a non-responsive bid.
3. The “1% Rule” as it is commonly referred to regarding work requiring specialty licenses is a discretionary waiver mechanism and is not grounds for an automatic waiver. The County has no intention of granting discretionary waivers for bids failing to list Sub-contractors in accordance with the “Minimum Contractor Licensing Requirements for Project”.

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
JOB NO. SW-4325
MINIMUM CONTRACTOR LICENSING REQUIREMENTS FOR PROJECT

Reference: (a) HAR Title 16, Chapter 77, Contractors
(b) Okada Trucking Ruling

| License | Description | Comment/Remarks |
|-------------------------|--|--|
| C-3 | Asphalt paving and surfacing contractor | |
| C-14 | Sign contractor | |
| C-17 | Excavating, grading and trenching contractor | |
| C-31 OR C-31a | Masonry contractor OR Cement concrete contractor | C-31a is covered by both "A" General Engineering Contractor License & "B" General Building Contractor License. |
| C-32 | Ornamental, guardrail, and fencing contractor | |
| C-41 | Reinforcing steel contractor | |

Notes:

1. The above list provides the minimum Contractor licensing requirements for the project and reflects the County's current understanding of the relevant licensing requirements. As per the Special Notice to Bidders it is the sole responsibility of the contractor to review the requirements of the project and determine the appropriate licenses that are required to complete the project and to determine if additional specialty licenses will be required for performance of the work.
2. The Contractor is advised that any disagreements with the above listing regarding Contractor Licensing Requirements required for the performance of the work to complete this project shall be made during the Pre-Bid Meeting or by submitting written comments no later than ten (10) consecutive calendar days prior to bid opening.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawai'i business"; **or**

- b. Be registered to do business in the State, hereinafter referred to as a “compliant non-Hawai‘i business.”

Refer to the Award of Contract provision herein for instructions on how to comply with the above requirements.

**CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS
PROHIBITED, PURSUANT TO HAWAI‘I REVISED STATUTES (HRS) §11-355**

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

**HAWAI‘I REVISED STATUTES, CHAPTER 103B - EMPLOYMENT OF STATE
RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS, AS AMENDED**

HRS Chapter 103B, unless its application is in conflict with any federal law or will disqualify the County from receiving federal funds or aid, shall apply to this contract. It requires the Contractor and applicable subcontractor(s) to perform its contract with a workforce of which not less than eighty percent (80%) are Hawai‘i residents. Reference Special Provisions 7.1(p) for related project specific requirements

**HAWAI‘I REVISED STATUTES, SECTION 103-55.6, PREFERENCE FOR BIDDERS IN
APPRENTICESHIP PROGRAMS**

The preference for bidders in apprenticeship programs (reference Special Provisions Section 7.1, Subsection (o) and Item 10, Section (B)) shall apply to this project if the estimated cost is \$250,000.00 or more, unless it is in conflict with any federal Law or if it would disqualify any county agency from receiving federal funds or aid.

CODE OF ETHICS

If you are an officer or employee of the County of Hawai‘i, or a business in which an officer or employee or officer or employee’s immediate family has a controlling interest, the provisions of Hawai‘i County Code §2-83(c) must be complied with before a contract for goods or services may be entered into with any County agency.

Revised: August 9, 2018

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 108.01 Notice to Proceed (NTP)** by revising lines 7
6 to 20 to read as follows:

7
8 “The Engineer will consult with the Contractor in an effort to set a mutually
9 agreeable notice to proceed date. When the notice to proceed date is set by
10 mutual agreement, Contractor shall have no claim for delay impact costs
11 resulting from the notice to proceed for such date.

12
13 In the absence of an agreed notice to proceed date, the Engineer or
14 County will issue a notice to proceed to the Contractor. In the event that the
15 Engineer establishes a starting date that is more than 180 days after the effective
16 date of the contract, the Contractor may submit a claim in accordance with,
17 Subsection 107.15 – Disputes and Claims for increased labor and material costs
18 which are directly attributable to the delay beyond the first 180 days. The
19 Engineer may suspend the contract before issuing the notice to proceed, in
20 which case the Contractor’s remedies are exclusively those set forth in
21 Subsection 108.10 – Suspension of Work.”

22
23 **(II) Amend Subsection 108.03 Preconstruction Data Submittal** to add the
24 following after line 81:

25
26 “(12) Breakdown of lump sum prices.”

27
28 **(III) Amend Subsection 108.04 Character and Proficiency of Workers** by
29 revising lines 91 to 99 to read as follows:

30
31 “All workers shall possess the proper license, certification, job
32 classification, skill, training, and experience necessary to properly perform the
33 work assigned to them. Submit the licenses and certifications before the Notice
34 to Proceed.

35
36 The Engineer may direct the removal of any superintendent, worker(s) and
37 all other representatives of the Contractor who does not carry out the assigned
38 work in a proper and skillful manner or who is disrespectful, intemperate,
39 argumentative, disruptive, rampant, loud mouth, uncontrollable, violent, or
40 disorderly. The worker shall be removed forthwith by the Contractor and will not
41 work again without the written permission of the Engineer.”

42
43 **(IV) Amend Subsection 108.05(B)(1) Changes in the Work, Additional**
44 **Work, and Delays Caused by the State** by revising the second sentence, lines
45 135 to 140 to read as follows:

47 "The Contractor must show how the critical path will be affected
48 and must also support the time extension request with schedules,
49 as well as statements from its subcontractors, suppliers, or
50 manufacturers, as necessary. Claims for compensation for any
51 altered or additional work will be determined pursuant to Subsection
52 104.02 - Changes."
53

54 **(V) Amend Subsection 108.05(B)(3) Delays Beyond Contractor's Control**
55 by adding the following after line 188:
56

57 "The Bidder/Contractor warrants and acknowledges that the work
58 required by or for the Utility Companies in relation to this project
59 (hereinafter, "Utility Work") and the duty to coordinate, cooperate, and
60 schedule/reschedule such Utility Work with the requirements of the
61 project, including working with the Utilities in developing PCD's as
62 required, shall be the sole responsibility of the Contractor. The County
63 shall not be held responsible for any costs and delays caused by the
64 Utilities or Utility Work.
65

66 Costs of coordinating, cooperating and scheduling/rescheduling,
67 including working with the Utilities in developing PCD's as required, of the
68 Utility Work by/with the Utility Companies and any delay costs due to
69 scheduling problems in relation to the Utility Work shall be considered
70 incidental to the other work items and shall not be paid for separately.
71 The Contractor shall be responsible to communicate with the affected
72 utilities prior to submitting their bid so that the Utility Work schedule and
73 costs can be incorporated into their bid.
74

75 The Contractor shall closely coordinate, cooperate and
76 schedule/reschedule all work (Contractor's work and Utility Work including
77 necessary permitting) with the affected Utility Companies, owners, police,
78 residences, businesses, etc. The Contractor shall not claim or be entitled
79 to any additional compensation costs (i.e. - mobilization/demobilization,
80 overhead, impact, etc.) as a result of any delays in completing any part of,
81 or the entire project, which delays may relate to the Utility Work, including
82 working around the existing and new utilities (overhead and underground,
83 permanent and temporary utility in present or relocated positions), and any
84 inconvenience or damage sustained by the Contractor due to interference
85 from the Utility Work. Shortly after the award of the Contract and before
86 the NTP, the Contractor shall provide the County for approval, a detailed
87 schedule, signed and accepted by the Utility Companies, incorporating the
88 Utility Work within the allotted contract days."
89

90 **(VI) Amend Subsection 108.05(B)(4)(b) Delays in Delivery of Materials or**
91 **Equipment** by revising lines 205 to 209 to read as follows:
92

93 “(b) Submit to the Engineer within five days after a firm
94 delivery date for the material and equipment is established, a
95 written statement regarding the delay. The Contractor must
96 justify the delay as follows.”
97

98 **(VII) Amend Subsection 108.05(B) Modifications of Contract Time** by
99 adding the following after line 277:
100

101 **“(8) Delay for Request for Information (RFI’s).** The Contractor
102 shall plan, coordinate, schedule/reschedule his work and allow the
103 Engineer a minimum of ten working days to respond to each RFI.
104 Allow longer periods for more complex RFI’s. Time extensions will
105 be the exclusive relief granted and no additional compensation will
106 be paid to the Contractor for such delays.
107

108 **(9) Delay for Unforeseen Items, Archaeological/Historical/**
109 **Burial Sites Findings, Utility Work/Conflicts, Differing Site**
110 **Conditions, Post Contract Documents (PCD’s), etc.** The
111 Contractor shall plan, coordinate, schedule/reschedule its work and
112 allow the Engineer sufficient time or until a resolution is reached for
113 the above items. Time extensions will be the exclusive relief
114 granted and no additional compensation will be paid to the
115 Contractor for such delays unless specifically specified in the
116 Proposal.”
117

118 **(VIII) Amend Subsection 108.06(A) Forms of Schedule** by adding the
119 following at the end of line 285:
120

121 “The Contractor shall contact all affected Utilities and incorporate their
122 schedules to the progress schedules.”
123

124 **(IX) Amend Subsection 108.06(A)(1) For Contracts \$2,000,000 or less or**
125 **For Contract Time 100 Working Days or 140 Calendar Days or less** from
126 lines 290 to 296 to read as follows:
127

128 **“(1) For Contracts \$2,000,000 or less or For Contract Time**
129 **100 Working Days or 140 Calendar Days or Less.** For
130 contracts of \$2,000,000 or less or for contract time of 100 working
131 days or 140 calendar days or less, the progress schedule will be a
132 Time Scaled Logic Diagram (TSLD). The Contractor shall submit
133 a TSLD submittal package meeting the following requirements and
134 having these essential and distinctive elements:”
135

136 **(X) Amend Subsection 108.06(A)(2) For Contracts Which Have A**
137 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**

138 **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read
139 as follows:

140
141 **“(2) For Contracts Which Have A Contract Amount More**
142 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
143 **Working Days Or 140 Calendar Days.** For contracts which
144 have a contract amount more than \$2,000,000 or contract time of
145 more than 100 working days or 140 calendar days, the Contractor
146 shall submit a Time-Scaled Logic Diagram (TSLD) meeting the
147 following requirements and having these essential and distinctive
148 elements.”

149
150 **(XI)** Amend **Subsection 108.06(A)(2)(a)** line 360 to read as follows:

151
152 **“(a)** The information and requirements listed in Subsection
153 108.06(A)(1) - For Contracts \$2,000,000 or Less or For
154 Contract Time 100 Working Days or 140 Calendar Days or
155 Less.”

156
157 **(XII)** Amend **Subsection 108.06(B) Inspection and Testing** by revising lines
158 397 to 399 to read as follows:

159
160 **“(B) Inspection and Testing.** All schedules shall provide reasonable
161 time and opportunity for the Engineer and Utilities to inspect and test each
162 work activity.”

163
164 **(XIII)** Amend **Subsection 108.06(D)(3) Initial Progress Schedule** by revising
165 lines 433 to 436 to read as follows:

166
167 **“(3)** A listing of equipment, utility transport trucks, etc., that is
168 anticipated to be used on the project. Including the type, size,
169 make, year of manufacture, and all information necessary to
170 identify the equipment in the Rental Rate Blue Book for
171 Construction Equipment.”

172
173 **(XV)** Amend **Subsection 108.06(G) Scheduled Meetings** by adding the
174 following after line 517:

175
176 “The Contractor shall take the meeting minutes, submit to the Engineer in
177 a word document form for review and approval within two days, then distribute
178 the final form to all attendees.”

179
180 **(XVI)** Amend **Subsection 108.07 Weekly Meeting** by adding the following after
181 line 585:

183 "The Contractor shall take the meeting minutes, submit to the Engineer in
184 a work document form for review and approval within two days, then distribute
185 the final form to all attendees."
186

187 **(XVII) Amend Subsection 108.08 Liquidated Damages for Failure to**
188 **Complete the Work or Portions of the Work on Time** by revising line 599 to
189 read as follows:
190

191 "to the County, in the amount of \$ 1,000.00 per calendar day."
192

193 **(XVIII) Amend Subsection 108.08(B) Liquidated Damages for Failure to**
194 **Complete the Punchlist** by revising lines 611 to 619 to read as follows:
195

196 "When the Contractor fails to complete the work on such punchlist within
197 the contract time or any extension thereof, the Contractor shall pay liquidated
198 damages to the County of the amount of liquidated damages established for
199 failure to substantially complete the work within contract time. Liquidated
200 damages shall not be assessed for the period between:
201

202 **(1)** Substantial completion of the work and the time the punchlist, either
203 partial or complete list, is delivered to the Contractor."
204

205 **(XIX) Amend Subsection 108.09 Rental Fees for Unauthorized Lane**
206 **Closure or Occupancy** from lines 635 to 644 to read as follows:
207

208 **"108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
209 addition to all other remedies available to the County for Contractor's breach of
210 the terms of the contract, the Engineer will assess the rental fees in the amount
211 of \$500 for every one- to fifteen-minute increment for each roadway lane closed
212 to the public use or occupied beyond the time periods authorized in the contract
213 or by the Engineer, and for each roadway lane closed for days beyond the
214 contract time or any extension thereof. The maximum amount assessed per day
215 shall be \$5,000. The County may, at its discretion, deduct the amount from
216 monies due or that may become due under the contract. The rental fee may be
217 waived in whole or part if the Engineer determines that the unauthorized period
218 of lane closure or occupancy was due to factors beyond the control of the
219 Contractor. Equipment breakdown is not a cause to waive liquidated damages."
220

221 **(XX) Amend Subsection 108.13 (C) Procedure** by revising lines 934-937 to
222 read as follows:
223

224 "After the Engineer is satisfied that the project appears substantially
225 complete, a pre-final inspection shall be scheduled within ten working days after
226 receipt of the Contractor's latest letter of notification that the project is ready for
227 pre-final inspection."
228

(XXI) Amend **Subsection 108.13 (D) Punchlist: Clean Up and Final Inspection** by revising lines 958-962 to read as follows:

“Upon receiving a punchlist after substantial completion, the Contractor shall promptly submit a detailed schedule when all the punchlist deficiencies will be completed for the Engineer’s review and approval, and shall promptly devote all required time, labor, equipment, materials and incidentals to correct and remedy all punchlist deficiencies. The Engineer may add to or otherwise modify the punchlist until final acceptance of the project.”

(XXII) Amend **Subsection 108.13 (D) Punchlist: Clean Up and Final Inspection** by adding the following after the first sentence on line 974:

“Included in the written notification shall be the entire pre-final punchlist with the corresponding action taken for each deficiency.”

(XXIII) Amend **Subsection 108.14 Final Acceptance** from lines 984 to 991 to read as follows:

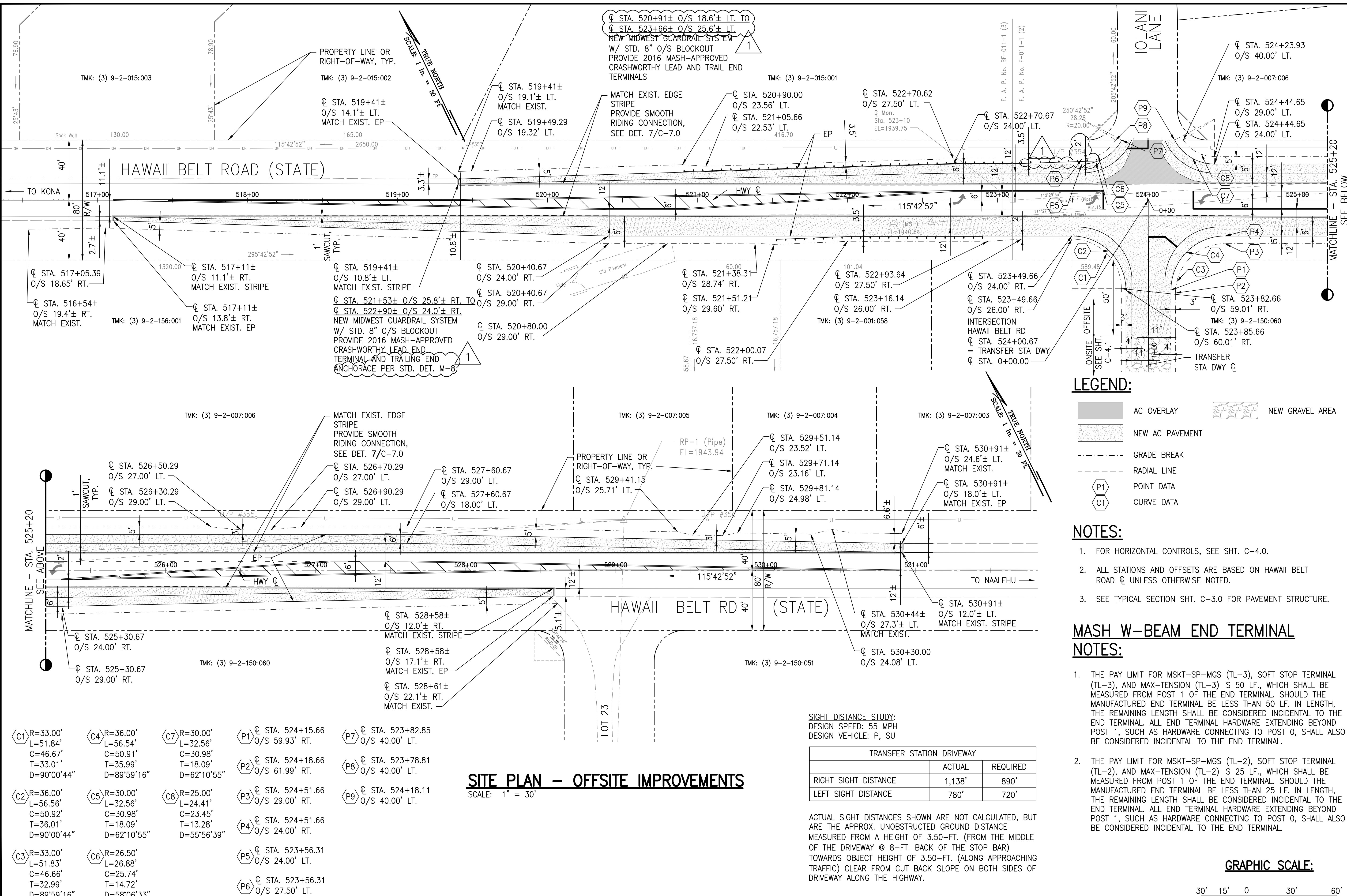
“108.14 Final Acceptance. When the Engineer finds that the project including punch list has been satisfactorily completed in compliance with the contract, the Engineer will notify the Contractor in writing of the project’s completion and acceptance effective as of the date of the final inspection. The final acceptance date shall determine end of contract time, liquidated damages for failure to complete the punchlist and commencement of all guaranty periods subject to Subsection 108.16 – Contractor’s Responsibility for Work; Risk of Loss or Damage.”

(XXIV) Amend **Subsection 108.17(2) Guarantee of Work** to add the following at the end of line 1027:

“; failure to proceed with the work within the period above and complete the work as specified by the Engineer will be subject to the liquidated damages of Section 108.08(B):”

END OF SECTION 108

HA_CIVIL_3D PROJECTS\2016_182,000 DEW HOVE TRANSFER STATION\01 CIVIL DRAWINGS\C4-2 SITE PLAN-OFFSITE.DWG 10/4/2018 1:48 PM KSW



SITE PLAN - OFFSITE IMPROVEMENTS

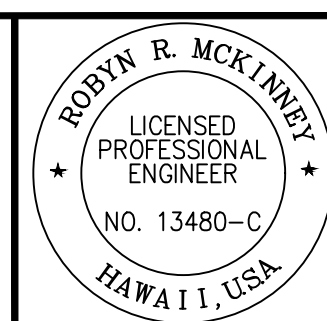
SCALE: 1" = 30'

SIGHT DISTANCE STUDY:
DESIGN SPEED: 55 MPH
DESIGN VEHICLE: P, SU

| TRANSFER STATION DRIVEWAY | | |
|---------------------------|--------|----------|
| | ACTUAL | REQUIRED |
| RIGHT SIGHT DISTANCE | 1,138' | 890' |
| LEFT SIGHT DISTANCE | 780' | 720' |

ACTUAL SIGHT DISTANCES SHOWN ARE NOT CALCULATED, BUT ARE THE APPROX. UNOBSTRUCTED GROUND DISTANCE MEASURED FROM A HEIGHT OF 3.50-FT. (FROM THE MIDDLE OF THE DRIVEWAY @ 8-FT. BACK OF THE STOP BAR) TOWARDS OBJECT HEIGHT OF 3.50-FT. (ALONG APPROACHING TRAFFIC) CLEAR FROM CUT BACK SLOPE ON BOTH SIDES OF DRIVEWAY ALONG THE HIGHWAY.

REFERENCE: 2011 AASHTO GEOMETRIC DESIGN-HIGHWAYS AND STREETS-6TH EDITION



THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSM INTERNATIONAL, INC.

DATE: JULY 2018

SHEET NUMBER: C-4.2

9 OF 17 SHEETS

SSFM International, Inc.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | MADE BY | APPROVED |
|----------|----------|---------|----------|
| 1 | 10/04/18 | KAS | |

OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

SITE PLAN - OFFSITE IMPROVEMENTS

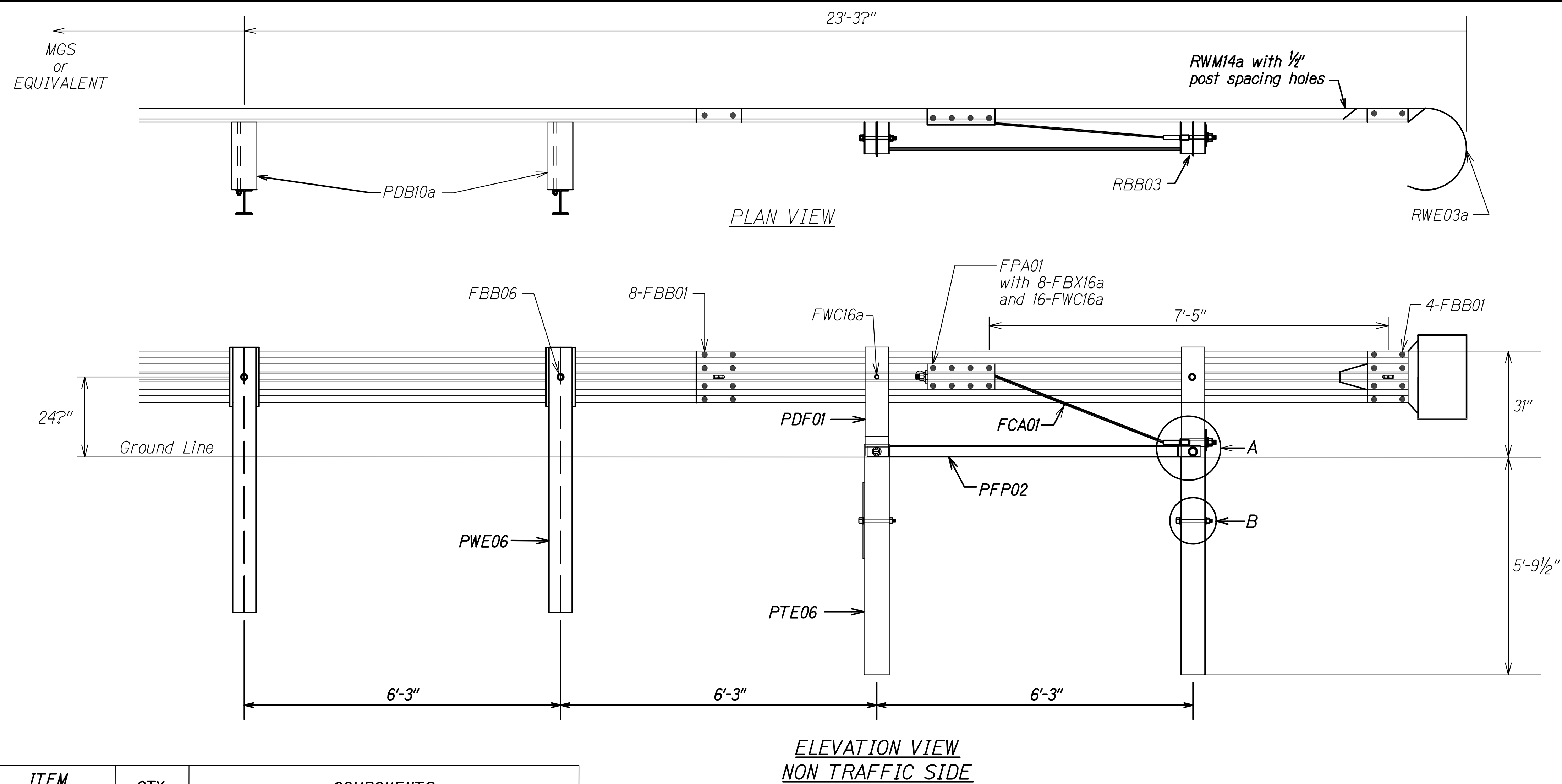
DATE: JULY 2018

SHEET NUMBER

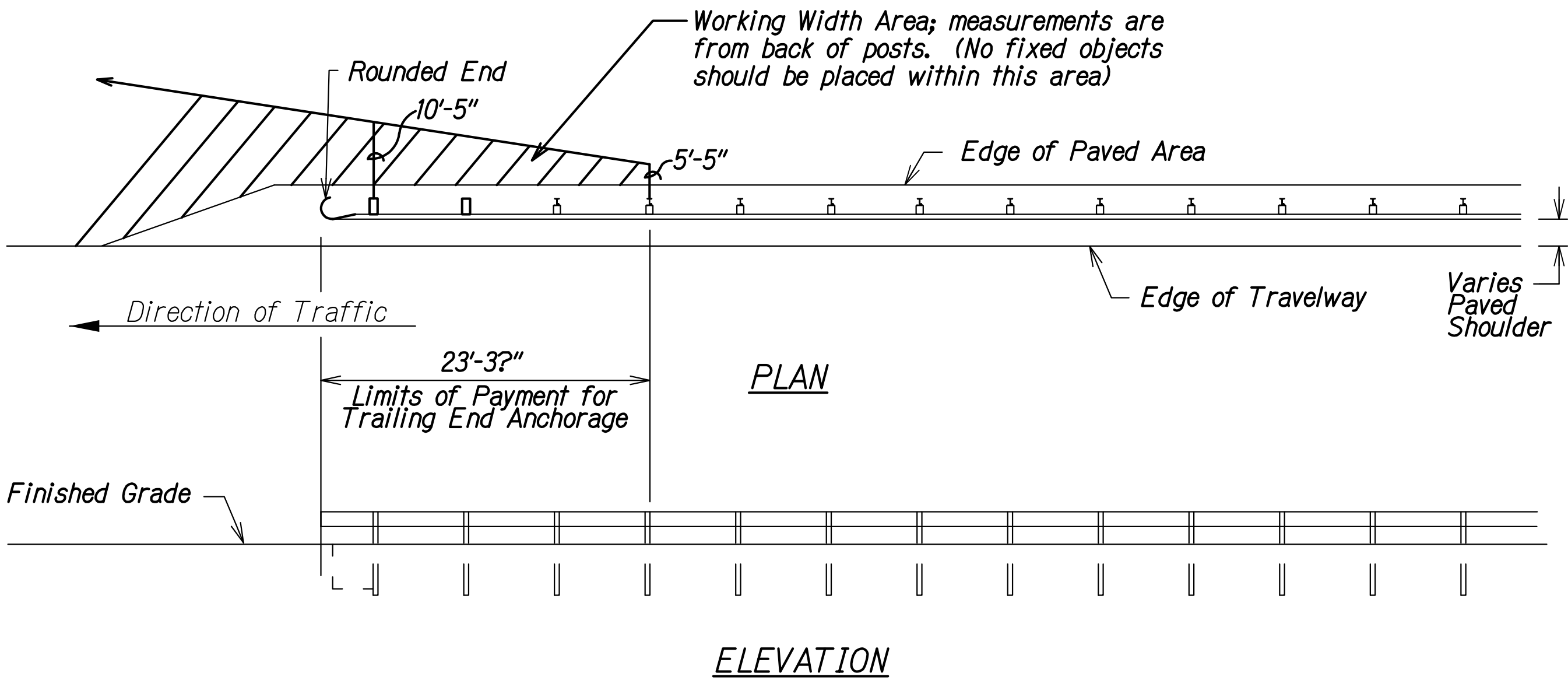
C-4.2

9 OF 17 SHEETS

| FED. ROAD DIST. NO. | STATE | PROJ. NO. | FISCAL YEAR | SHEET NO. | TOTAL SHEETS |
|---------------------|-------|-----------|-------------|-----------|--------------|
| HAWAII | HAW. | | | | |



| ITEM NO. | QTY | COMPONENTS |
|----------|-----|--------------------------------|
| FBB01 | 12 | Guardrail Bolt and Nut |
| FBB03 | 2 | Guardrail Bolt and Nut |
| FBB06 | 1 | Guardrail Bolt and Nut |
| FBX16a | 2 | Hex Head Bolt (10") and Nut |
| FBX16a | 8 | Hex Head Bolt (1 1/2") and Nut |
| FBX22a | 2 | Hex Head Bolt (7 1/2") and Nut |
| FCA01 | 1 | BCT Anchor Cable Assembly |
| PDB10a | 2 | MGS Timber Blockout |
| PFP02 | 1 | Strut and Yoke Assembly |
| PWE06 | 1 | Wide-Flange Guardrail Post |
| FMM02 | 1 | BCT Post Sleeve |
| FPA01 | 1 | Anchor Bracket Assembly |
| FPB01 | 1 | BCT Bearing Plate |
| FWC16a | 22 | Circular Washer |
| FWC22a | 4 | Circular Washer |
| PDF01 | 2 | BCT Timber Post |
| PTE06 | 2 | Foundation Tube |
| RWE03a | 1 | W-Beam Rounded End Section |
| RWM14a | 1 | W-Beam MGS End Section |



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
TRAILING-END ANCHORAGE SYSTEM

XX

XX

XX

Scale: XX
Date: XX, 199X

SHEET No. X OF X SHEETS

| | |
|---------------|------|
| DESIGNED BY | DATE |
| DRAWN BY | |
| CHECKED BY | |
| NOTED BY | |
| QUANTITIES BY | |
| REVISIONS | |

11/16/17 10:20 AM guardrail/11-8

**ADDENDUM NO. 1
TO
PLANS AND SPECIFICATIONS
FOR
OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
JOB SW-4325
AT
OCEAN VIEW, KA‘Ū, HAWAI‘I
COUNTY AND STATE OF HAWAI‘I**

NOTICE TO ALL PROSPECTIVE BIDDERS

The items listed below are made a part of the contract and shall govern the work, taking precedence over the previously issued plans and specifications governing the particular item of work mentioned.

BID OPENING DATE

The bid opening date will be postponed from October 11, 2018 to October 25, 2018 at 2:00 pm. Bids received after the time fixed for opening will not be considered.

PRE-BID MEETING MINUTES

1. The following attached documents summarize the discussions and clarifications provided during the Pre-Bid Meeting conducted on September 12, 2018.
 1. Pre-Bid Meeting Minutes (3 pages)
 2. Pre-Bid Meeting Sign-in Register (1 page)
2. Clarification: Attendance is not mandatory and is not a condition of submitting a bid.

MINIMUM WAGE SCHEDULE

1. **DELETE** Minimum Wage Schedules and **REPLACE** with the attached Wage Rate Schedule Bulletin No. 493 and the Apprentice Schedule Bulletin No. 493 dated September 17, 2018. (18 pages)
2. **INSERT** the attached DLIR Memo dated August 8, 2018 related to the reinstatement of Memorandum No. WSD 2013-01 at the end of the Section. (3 pages)

SECTION 209 – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL

1. **DELETE** Section 209 – TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL in its entirety and **REPLACE** with the attached Addendum 1 Section 209. (45 pages)



Allan G. Simeon, P.E., Director
Department of Public Works
County of Hawai‘i

Date Issued: September 18, 2018

**OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
JOB SW-4325**

PRE-BID CONFERENCE

**September 12, 2018; 9:30 a.m., DEM Conference Room, 345 Kekuaanaoa Street, Hilo, Hawaii
MINUTES**

1. Introduction:
 - Gene Quiamas, DEM; Austen Drake, Robin Ito, SSFM
 - See sign-in register
2. Bid Phase Overview and Objectives:
 - Open bid, award project, execute contract, and issue NTP in the shortest time possible. Bidders are advised that while the County will strive to shorten the timeline between bid opening and award, the County has the right to hold the bid prices for 90 calendar days.
 - Bid Opening: October 11, 2018 unless extended via Addendum.
 - The discussion items listed below is to provide a general overview and direct the Bidders' attention to certain critical items. It is intended to supplement the Bid Documents. It is not intended to replace, override, and waive the requirements of the Bid Documents.
 - **Only Sections with discussion(s) are listed in this meeting minutes.**
3. Special Notice to Bidders and Listing of Subcontractors:
 - To bid on this project, contractor must possess a valid State of Hawaii General Engineering Contractor License "A".
 - No questions from Bidders.
4. Proposal: Bidder's attention was directed to key sections of the Proposal.
 - Bidders are reminded that project is electronic sealed bids.
 - Proposal Schedule: The proposal schedule contained under the Basic Bid and Alternates covers the major work items. Work items listed under the proposal schedule are not intended to be all inclusive. All required and necessary work items which there are no specific pay items shall be considered incidental work and shall be included in the bid prices of the various pay items provided within the proposal schedule.
 - Method of Award: As specified on Proposal, page 2.
 - Liquidated Damages: Bidders attention is directed to the Proposal, page 6.
 - Listing of Responsible Entities:
 - Advise Contractors that if they will be self performing certain specialty work to list their company name and license(s) to make it easier to check.
 - Hawai'i Products Preference:
 - Bidders can review current list at <http://www4.hawaii.gov/spoh/HiProducts/hiProducts.htm>
 - Contractors desiring to submit a Hawaii product preference for a product not on the SPO's list shall submit an original, completed form SPO-38, Certification for Hawaii Product Preference to the Director, Department of Public Works, County of Hawaii specifically for this project **NO LATER THAN OCTOBER 1, 2018**
 - Apprentice Program Preference. Advise Bidders of requirements, and to make sure that the required forms are submitted with the Proposal.
 - Proposal Guaranty (Bid Bond): Bidders are advised that it is the intent of SWD not to return the Bid Bond should the Bidder decide he is not able to do perform the requirements of the Contract, unless the reason(s) is(are) in accordance with the procurement laws.

5. Special Provisions:
 - Highlight that the General Requirements and Covenants of the Department of Public Works (July 1972) applies, and that the Special Provisions provides amendments.
 - SP-6, Section 2.5: Requests for interpretations and/or clarifications from Contractors shall be submitted no later than fourteen (14) calendar days prior to the date of bid opening. Responses to requests for interpretations and/or clarifications received after the deadline will not be provided.
 - SP-6, Section 5.6(a). Plans and Specifications. County will not supply Contractor with hard copies of plans and specifications.
 - SP-6, Section 5.6(f), Field Office. A field office is not required for this project.
 - SP-6, Section 5.6(g), Project Sign. Project advisory signs are required per the Proposal Schedule.
 - SP-6, Section 7.1(o), Apprentice Program Preference. Advise Bidders of requirements and to insure that the required forms are submitted with the Proposal.
 - SP-6, Section 7.1(p), Hawaii Resident Requirement. Advise Bidders of requirement and if awarded the project, Contractor must comply with the reporting requirement.
6. Minimum Wage Schedule.
 - Bidders' attention directed to the 8/8/2018 reinstatement of DLIR Memorandum No. WSD 2013-01 relating to wages for truck drivers on paving project. See body of Addendum 1.
7. Section 108 Prosecution and Progress.
 - While County and Contractor will work and set a mutually agreeable NTP, Bidders are advised that it is the County's intent to get the project started as soon as possible.
8. Section 209 Temporary Water Pollution, Dust, and Erosion Control
 - County has applied for the NPDES and DOH has assigned draft Permit HI S000588. Currently in the public comment period. Contractor awarded the project will be responsible for meeting the conditions of the permit. See body of Addendum 1.
9. Questions:
 - Discussion on the process for the electronic bidding. Bidders were advised to direct inquiries to DPW.
 - Bidders were informed to copy DEM with RFIs sent to the Electronic Procurement System to make sure that their RFIs will be answered.
10. Site Visit: No site visit.
11. Closing:
 - Reminded Bidders of important dates:
 - Hawaii Product Preference , October 1, 2018
 - RFIs and Substitution Requests, September 28, 2018. Late submittal will not be answered.
 - Last addendum, if any, October 4, 2018
 - Intent to Bid, 10 calendar days from bid opening
 - SQQO, no less than 48 hours prior to bid opening
 - Bid Opening via Public Purchase System, October 11, 2018 at 2:00 pm
 - Checked with all Bidders to see if there are any questions or outstanding items that were not addressed.
 - Checked to see if there are any questions/objections to the list of specialty licenses contained in the Special Notice to Bidders.
 - Reminded Attendees to sign Attendance Roster.

- Provided copy of the Attendance Roster to all Attendees.
- Advised Attendees that a copy of the Attendance Roster and Pre-Bid Meeting Minutes will be issued via Addendum.

Meeting concluded at 9:50 a.m.

Prepared by: Gene Quiamas
SWD Project Manager

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER

JOB SW-4325

PRE-BID CONFERENCE

September 12, 2018; 9:30 a.m., DEM Conference Room, 345 Kekuanaoa Street, Hilo, Hawaii

SIGN-IN REGISTER

| No. | Name | Organization | | |
|-----|-----------------|-------------------|--|--|
| 1 | Mike Mitchener | Nau, Inc. | | |
| 2 | DWAYNE PERREIRA | SITE ENGINEERING | | |
| 3 | Lizi Olson | Jas W. Glover LTD | | |
| 4 | Gen Quiama | WH - DEM | | |
| 5 | Robyn Ito | SSFM | | |
| 6 | Austen Drake | SSFM | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |

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

September 17, 2018
WAGE RATE SCHEDULE BULLETIN NO. 493

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

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

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

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

The next regular schedule will be issued on or about February 15, 2019.

LEONARD HOSHIJO
Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
LEONARD HOSHIJO, Director
LOIS IYOMASA, Deputy Director

RESEARCH AND STATISTICS OFFICE
PHYLLIS DAYAO, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Janet Kaya, Supervisor
Geraldyn Lacno, Research Statistician
Elienne Yoshida, Research Statistician

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 493

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/17/18 | | | | | | | | | | | | |
| Asphalt Concrete Material Transfer | \$76.24 | \$42.92 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Asphalt Raker | \$75.28 | \$41.96 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Asphalt Spreader Operator | \$76.76 | \$43.44 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Laborer, Hand Roller | \$72.51 | \$39.19 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Roller Operator (5 tons and under) | \$75.01 | \$41.69 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Roller Operator (over 5 tons) | \$76.44 | \$43.12 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Screed Person | \$76.24 | \$42.92 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| EQUIPMENT OPERATOR: | | | | | | | | | | | | | |
| Combination Loader/Backhoe (over 3/4 cu. yd.) | \$75.28 | \$41.96 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Combination Loader/Backhoe (up to 3/4 cu. yd.) | \$74.30 | \$40.98 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals) | \$76.24 | \$42.92 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Grader, Soil Stabilizer, Cold Planer | \$77.07 | \$43.75 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Loader (2-1/2 cu. yds. and under) | \$76.24 | \$42.92 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.) | \$76.56 | \$43.24 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| TRUCK DRIVER: | | | | | | | | | | | | | |
| Assistant to Engineer | \$75.01 | \$41.69 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Oil Tanker (double), Hot Liquid Asphalt Tanker | \$76.56 | \$43.24 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Semi-Trailer, Semi-Dump, Asphalt Distributor | \$76.24 | \$42.92 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Slip-in or Pup | \$76.56 | \$43.24 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level) | \$75.28 | \$41.96 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level) | \$75.59 | \$42.27 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Tractor Trailer (hauling equipment) | \$76.67 | \$43.35 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| Utility, Flatbed | \$75.01 | \$41.69 | \$33.32 | - | - | - | - | - | - | - | - | - | 13 |
| * BOILERMAKER (Note: 2 increases in 2018) | 9/17/18 | | | 10/1/18 | | | | | | | | | |
| | \$66.08 | \$36.36 | \$29.72 | \$67.08 | \$36.36 | \$30.72 | - | - | - | - | - | - | 13 |
| * CARPENTER: | 9/17/18 | | | | | | | | | | | | |
| Carpenter; Patent Scaffold Erector (14 feet and over); Piledriver; Pneumatic Nailer | \$71.20 | \$49.45 | \$21.75 | - | - | - | - | - | - | - | - | - | 1,13 |
| Millwright | \$71.45 | \$49.70 | \$21.75 | - | - | - | - | - | - | - | - | - | 1,13 |
| Power Saw Operator (2 h.p. & above) | \$71.35 | \$49.60 | \$21.75 | - | - | - | - | - | - | - | - | - | 1,13 |
| * CEMENT FINISHER: | 9/17/18 | | | | | | | | | | | | |
| Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder | \$69.43 | \$39.80 | \$29.63 | - | - | - | - | - | - | - | - | - | 2,13 |
| Trowel Machine Operator | \$69.58 | \$39.95 | \$29.63 | - | - | - | - | - | - | - | - | - | 2,13 |
| CHAIN-LINK FENCE ERECTOR | 10/2/17 | | | 10/1/18 | | | | | | | | | |
| | \$36.55 | \$22.60 | \$13.95 | \$38.75 | \$24.00 | \$14.75 | - | - | - | - | - | - | 10,13 |
| * CHLORINATOR | 9/17/18 | | | | | | | | | | | | |
| | \$32.79 | \$29.63 | \$3.16 | - | - | - | - | - | - | - | - | - | |

WAGE RATE SCHEDULE BULLETIN NO. 493

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | |
| * DIVER: | 9/17/18 | | | | | | | | | | | | |
| Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet | \$89.39 | \$56.63 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet | \$98.76 | \$66.00 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Stand-By Diver (Aqua Lung) (Scuba) | \$80.01 | \$47.25 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Diver (Other than Aqua Lung) | \$98.76 | \$66.00 | \$32.76 | - | - | - | - | - | - | - | - | - | 3,13 |
| Stand-By Diver (Other than Aqua Lung) | \$80.01 | \$47.25 | \$32.76 | - | - | - | - | - | - | - | - | - | 3,13 |
| Tender (Other than Aqua Lung) | \$76.98 | \$44.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| * DRAPERY INSTALLER | 9/17/18 | | | | | | | | | | | | |
| | \$19.02 | \$16.50 | \$2.52 | - | - | - | - | - | - | - | - | - | |
| * DRYWALL INSTALLER | 9/17/18 | | | | | | | | | | | | |
| | \$71.45 | \$49.70 | \$21.75 | - | - | - | - | - | - | - | - | - | 13 |
| DRYWALL TAPERS/FINISHERS | 2/19/18 | | | | | | | | | | | | 1/1/1900 |
| | \$68.25 | \$42.10 | \$26.15 | - | - | - | - | - | - | - | - | - | |
| ELECTRICIAN (Note: 2 increases for 2019) | 8/26/18 | | | | | | 2/17/19 | | | 2/23/20 | | | |
| Cable Splicer (inside/outside) | \$83.98 | \$54.78 | \$29.20 | - | - | - | \$84.67 | \$55.33 | \$29.34 | \$86.17 | \$56.43 | \$29.74 | 4,13 |
| Ground Worker (outside) | \$61.83 | \$37.35 | \$24.48 | - | - | - | \$62.30 | \$37.73 | \$24.57 | \$63.36 | \$38.48 | \$24.88 | 4,13 |
| Heavy Equipment Operator (outside) | \$71.31 | \$44.82 | \$26.49 | - | - | - | \$71.90 | \$45.27 | \$26.63 | \$73.13 | \$46.17 | \$26.96 | 4,13 |
| Line Installer (outside); Wire Installer (inside) | \$77.65 | \$49.80 | \$27.85 | - | - | - | \$78.28 | \$50.30 | \$27.98 | \$79.66 | \$51.30 | \$28.36 | 4,13 |
| | | | | | | | 8/25/19 | | | | | | |
| Cable Splicer (inside/outside) | - | - | - | - | - | - | \$85.48 | \$55.88 | \$29.60 | - | - | - | 4,13 |
| Ground Worker (outside) | - | - | - | - | - | - | \$62.87 | \$38.10 | \$24.77 | - | - | - | 4,13 |
| Heavy Equipment Operator (outside) | - | - | - | - | - | - | \$72.56 | \$45.72 | \$26.84 | - | - | - | 4,13 |
| Line Installer (outside); Wire Installer (inside) | - | - | - | - | - | - | \$79.01 | \$50.80 | \$28.21 | - | - | - | 4,13 |
| * Telecommunication Worker | 9/17/18 | | | | | | | | | | | | |
| Licensed Technician | \$43.30 | \$30.94 | \$12.36 | - | - | - | - | - | - | - | - | - | 13 |
| Technician I / Splicer | \$41.50 | \$29.39 | \$12.11 | - | - | - | - | - | - | - | - | - | 13 |
| ELEVATOR CONSTRUCTOR MECHANIC | 2/19/18 | | | | | | | | | | | | |
| | \$90.005 | \$57.36 | \$32.645 | - | - | - | - | - | - | - | - | - | 13 |
| * EQUIPMENT OPERATOR: | 9/17/18 | | | | | | | | | | | | |
| Group 1 | \$74.70 | \$41.94 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 2 | \$74.81 | \$42.05 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 3 | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 4 | \$75.25 | \$42.49 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 5 | \$75.56 | \$42.80 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 6 | \$76.21 | \$43.45 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 7 | \$76.53 | \$43.77 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 8 | \$76.64 | \$43.88 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 9 | \$76.75 | \$43.99 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 9A | \$76.98 | \$44.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 10 | \$77.04 | \$44.28 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 10A | \$77.19 | \$44.43 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 11 | \$77.34 | \$44.58 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 12 | \$77.70 | \$44.94 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |
| Group 12A | \$78.06 | \$45.30 | \$32.76 | - | - | - | - | - | - | - | - | - | 5,13 |

WAGE RATE SCHEDULE BULLETIN NO. 493

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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) | 3/4/18 | | | | | | | | | | | | |
| | \$63.47 | \$34.15 | \$29.32 | - | - | - | - | - | - | - | - | - | 13 |
| * GLAZIER | 9/17/18 | | | | | | | | | | | | |
| | \$69.78 | \$38.00 | \$31.78 | - | - | - | - | - | - | - | - | - | 6,13 |
| * HELICOPTER WORK: | 9/17/18 | | | | | | | | | | | | |
| Airborne Hoist Operator | \$78.56 | \$45.80 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Co-Pilot | \$78.70 | \$45.94 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Pilot | \$78.87 | \$46.11 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| INSULATOR | 9/2/18 | | | | | | 9/1/19 | | | 8/30/20 | | | |
| | \$65.10 | \$40.40 | \$24.70 | - | - | - | \$65.90 | \$40.90 | \$25.00 | \$67.30 | \$41.90 | \$25.40 | 7,12,13 |
| * IRONWORKER: | 9/17/18 | | | | | | 9/1/19 | | | 9/1/20 | | | |
| Reinforcing, Structural | \$73.80 | \$40.25 | \$33.55 | - | - | - | \$76.02 | \$41.50 | \$34.52 | \$76.02 | \$41.50 | \$34.52 | 8,12,13 |
| LABORER: | 9/3/18 | | | | | | | | | | | | |
| Driller | \$58.66 | \$38.40 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| Guniting Operator or Shotcrete Operator | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| High Scaler (Working Suspended) | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Laborer I | \$57.66 | \$37.40 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| Laborer II | \$55.06 | \$34.80 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| Light/Final Clean-up (Janitorial) Laborer | \$44.92 | \$28.80 | \$16.12 | - | - | - | - | - | - | - | - | - | 1,13 |
| Mason Tender/Hod Carrier | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| Powder Blaster | \$58.66 | \$38.40 | \$20.26 | - | - | - | - | - | - | - | - | - | 1,13 |
| Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform) | \$57.16 | \$36.90 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| LANDSCAPER: | 9/3/18 | | | | | | 9/2/19 | | | | | | |
| Landscape & Irrigation Laborer A | \$38.18 | \$25.50 | \$12.68 | - | - | - | \$39.60 | \$26.15 | \$13.45 | - | - | - | |
| Landscape & Irrigation Laborer B | \$39.08 | \$26.40 | \$12.68 | - | - | - | \$40.60 | \$27.15 | \$13.45 | - | - | - | |
| Landscape & Irrigation Maintenance Laborer | \$33.78 | \$21.10 | \$12.68 | - | - | - | \$35.00 | \$21.55 | \$13.45 | - | - | - | |
| * LATHER | 9/17/18 | | | | | | | | | | | | |
| | \$71.45 | \$49.70 | \$21.75 | - | - | - | - | - | - | - | - | - | 13 |
| MASON; Bricklayer; | 9/18/17 | | | | | | | | | | | | |
| Cement Blocklayer; Stone Mason; Precast Sill Setter | \$68.23 | \$39.76 | \$28.47 | - | - | - | - | - | - | - | - | - | 2,13 |
| Pointer-Caulker-Weatherproofer | \$68.48 | \$40.01 | \$28.47 | - | - | - | - | - | - | - | - | - | 2,13 |
| * PAINTER: (Note: 2 increases for 2019 & 2010) | 1/1/18 | | | | | | 1/1/19 | | | 1/1/20 | | | |
| Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Stripper; Paper Hanger | \$66.21 | \$37.35 | \$28.86 | - | - | - | \$67.74 | \$38.35 | \$29.39 | \$68.44 | \$38.80 | \$29.64 | |
| | | | | | | | 7/1/19 | | | 7/1/20 | | | |
| Painter; Spray Painter; Sandblaster or Waterblaster Thermoplastic Stripper; Paper Hanger | - | - | - | - | - | - | \$68.44 | \$38.80 | \$29.64 | \$68.44 | \$38.80 | \$29.64 | |

WAGE RATE SCHEDULE BULLETIN NO. 493

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|---|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/17/18 | | | | | | | | | | | | |
| | \$70.97 | \$41.34 | \$29.63 | - | - | - | - | - | - | - | - | - | 2,13 |
| PLUMBER: (Note: 2 increases for 2019 & 2020) | 7/1/18 | | | | | | 1/6/19 | | | 1/5/20 | | | |
| Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter | \$68.87 | \$42.85 | \$26.02 | - | - | - | \$69.59 | \$43.35 | \$26.24 | \$71.06 | \$44.35 | \$26.71 | 9,13 |
| | | | | | | | 7/7/19 | | | 7/5/20 | | | |
| Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter | - | - | - | - | - | - | \$70.34 | \$43.85 | \$26.49 | \$71.81 | \$44.85 | \$26.96 | 9,13 |
| ROOFER: | 9/2/18 | | | | | | 9/1/19 | | | 9/7/20 | | | |
| Shingle, Tile, Built-up Roofing | \$58.60 | \$40.50 | \$18.10 | - | - | - | \$59.35 | \$41.15 | \$18.20 | \$60.10 | \$41.80 | \$18.30 | 12 |
| Coal Tar Pitch | \$99.10 | \$81.00 | \$18.10 | - | - | - | \$100.50 | \$82.30 | \$18.20 | \$101.90 | \$83.60 | \$18.30 | |
| SANDBLASTER OR WATERBLASTER: | | | | | | | | | | | | | |
| Use wages of craft to which sand or water blasting is incidental. | | | | | | | | | | | | | |
| SHEETMETAL WORKER: (Note: 2 increases in 2019) | 9/2/18 | | | | | | 3/3/19 | | | | | | |
| | \$69.99 | \$42.55 | \$27.44 | - | - | - | \$70.66 | \$42.85 | \$27.81 | - | - | - | 13 |
| | | | | | | | 9/1/19 | | | | | | |
| | | | | - | - | - | \$71.23 | \$43.13 | \$28.10 | - | - | - | 13 |
| * TERMITE TREATER | 9/17/18 | | | | | | | | | | | | |
| | \$16.39 | \$14.00 | \$2.39 | - | - | - | - | - | - | - | - | - | |
| TERRAZZO: | 9/3/18 | | | | | | | | | | | | |
| Terrazzo Setter | \$70.52 | \$41.70 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| Terrazzo Base Grinder | \$68.71 | \$39.89 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| Certified Terrazzo Floor Grinder and Tender | \$67.16 | \$38.34 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| Terrazzo Floor Grinder | \$64.16 | \$35.34 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| TILE SETTER: | 9/3/18 | | | | | | | | | | | | |
| Ceramic Hard Tile; Marble Setter | \$70.52 | \$41.70 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| Certified Ceramic Tile & Marble Helper | \$67.16 | \$38.34 | \$28.82 | - | - | - | - | - | - | - | - | - | 2,13 |
| * TRUCK DRIVER: | 9/17/18 | | | | | | | | | | | | |
| Concrete Mixer | \$40.34 | \$37.50 | \$2.84 | - | - | - | - | - | - | - | - | - | |
| Concrete Mixer/Booster | \$48.05 | \$34.53 | \$13.52 | - | - | - | - | - | - | - | - | - | |
| Dump Truck, 8 cu. yds. & under (water level); Water Truck (up to & including 2,000 gallons) | \$75.25 | \$42.49 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Flatbed, Utility, etc. | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment) | \$76.64 | \$43.88 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Semi-Trailer, Rock Cans, or Semi-Dump | \$76.21 | \$43.45 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Slip-in or Pup | \$76.53 | \$43.77 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Tandem Dump Truck, over 8 cu. yds. (water level); Water Truck (over 2,000 gallons) | \$75.56 | \$42.80 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |

WAGE RATE SCHEDULE BULLETIN NO. 493

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/3/18 | | | | | | | | | | | | |
| Worker in a raise, shaft, or tunnel. | | | | | | | | | | | | | |
| Group 1 | \$58.26 | \$38.00 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 2 | \$59.76 | \$39.50 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 3 | \$60.26 | \$40.00 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 4 | \$61.26 | \$41.00 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 5 | \$61.51 | \$41.25 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 6 | \$61.61 | \$41.35 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 7 | \$61.86 | \$41.60 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| Group 8 | \$62.31 | \$42.05 | \$20.26 | - | - | - | - | - | - | - | - | - | 13 |
| * WATER FRONT CONSTRUCTION (DREDGING): | 9/17/18 | | | | | | | | | | | | |
| CLAMSHELL OR DIPPER DREDGES: | | | | | | | | | | | | | |
| Clamshell or Dipper Operator | \$77.70 | \$44.94 | \$32.76 | - | - | - | - | - | - | - | - | - | 11,13 |
| Mechanic; Welder; Watch Engineer | \$77.04 | \$44.28 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Deckmate; Bargemate | \$76.64 | \$43.88 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Fire Person; Oiler; Deckhand; Barge Worker | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| HYDRAULIC SUCTION DREDGES: | | | | | | | | | | | | | |
| Lever Operator | \$77.34 | \$44.58 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Mechanic; Welder | \$77.04 | \$44.28 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Watch Engineer (steam or electric) | \$77.19 | \$44.43 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Dozer Operator | \$76.98 | \$44.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Deckmate | \$76.64 | \$43.88 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Winch Operator (stern winch on dredge) | \$76.53 | \$43.77 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| DERRICKS: | | | | | | | | | | | | | |
| Operator: Derrick, Piledriver, Crane | \$77.70 | \$44.94 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Deckmate; Saurman Type Dragline (up to & including 5 yds.) | \$76.64 | \$43.88 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Saurman Type Dragline (over 5 cu. yds.) | \$77.04 | \$44.28 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Fire Person; Oiler; Deckhand | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| BOAT OPERATORS: | | | | | | | | | | | | | |
| Master Boat Operator | \$77.34 | \$44.58 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Boat Operator | \$77.19 | \$44.43 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| Boat Deckhand | \$74.98 | \$42.22 | \$32.76 | - | - | - | - | - | - | - | - | - | 13 |
| * WATER WELL DRILLER: | 9/17/18 | | | | | | | | | | | | |
| Water Well Driller | \$46.21 | \$31.00 | \$15.21 | - | - | - | - | - | - | - | - | - | |
| Water Well Driller Helper | \$31.69 | \$18.00 | \$13.69 | - | - | - | - | - | - | - | - | - | |
| WELDER: | | | | | | | | | | | | | |
| Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark. | | | | | | | | | | | | | 10 |

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

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

REMARKS:

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

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

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

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

REMARKS:

5. Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
- C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
 A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
- D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.
6. Glazier: \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
12. Possible wage/fringe option increases:
 Insulator: Effective WRS: 9/1/19 - \$.025; 8/30/20 - \$.025
 Ironworker: Effective WRS 9/1/19 - \$.027
 Roofer: Effective 9/1/19 - \$.075; 9/7/20 - \$.080

REMARKS:

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

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

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

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

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

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

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|-----------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * BOILERMAKER | 1000 | \$25.45 | \$27.27 | \$29.08 | \$30.90 | \$32.72 | \$34.54 | | | | | \$29.72 | 10 |
| (Effective 10/1/18) | | | | | | | | | | | | | |
| * BOILERMAKER | 1000 | \$25.45 | \$27.27 | \$29.08 | \$30.90 | \$32.72 | \$34.54 | | | | | \$30.72 | 10 |
| * CARPENTER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$19.78 | | | | | | | | | | \$12.62 | 1,10 |
| " | 1000 | | \$22.25 | \$24.73 | \$29.67 | \$34.62 | \$39.56 | \$44.51 | \$46.98 | | | \$21.45 | 1,10 |
| Indentured After 9/1/02 | 1000 | \$19.78 | | | | | | | | | | \$8.62 | 1,10 |
| " | 1000 | | \$22.25 | | | | | | | | | \$12.75 | 1,10 |
| " | 1000 | | | \$24.73 | \$29.67 | | | | | | | \$15.25 | 1,10 |
| " | 1000 | | | | | \$34.62 | \$39.56 | | | | | \$17.25 | 1,10 |
| " | 1000 | | | | | | | \$44.51 | \$46.98 | | | \$19.25 | 1,10 |
| * CEMENT FINISHER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$19.90 | | | | | | | | | | \$10.07 | 2,10 |
| " | 1000 | | \$21.89 | \$23.88 | \$27.86 | \$29.85 | \$31.84 | \$33.83 | \$35.82 | | | \$29.63 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$19.90 | \$21.89 | \$23.88 | \$27.86 | \$29.85 | \$31.84 | \$33.83 | \$35.82 | | | \$16.23 | 2,10 |
| * CONSTRUCTION EQUIPMENT OPERATOR | | | | | | | | | | | | | |
| Indentured On or After 9/1/02 | 1000 | \$22.11 | | | | | | | | | | \$9.00 | 3,10 |
| " | 1000 | | \$24.32 | | | | | | | | | \$19.93 | 3,10 |
| " | 1000 | | | \$26.53 | | | | | | | | \$20.92 | 3,10 |
| " | 1000 | | | | \$30.95 | | | | | | | \$22.91 | 3,10 |
| " | 1000 | | | | | \$35.38 | | | | | | \$24.89 | 3,10 |
| " | 1000 | | | | | | \$39.80 | | | | | \$26.88 | 3,10 |
| * DRYWALL INSTALLER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$19.88 | | | | | | | | | | \$12.62 | 10 |
| " | 1000 | | \$22.37 | \$24.85 | \$29.82 | \$34.79 | \$39.76 | \$44.73 | \$47.22 | | | \$21.75 | 10 |
| Indentured After 9/1/02 | 1000 | \$19.88 | | | | | | | | | | \$8.62 | 10 |
| " | 1000 | | \$22.37 | | | | | | | | | \$12.75 | 10 |
| " | 1000 | | | \$24.85 | \$29.82 | | | | | | | \$15.25 | 10 |
| " | 1000 | | | | | \$34.79 | \$39.76 | | | | | \$17.25 | 10 |
| " | 1000 | | | | | | | \$44.73 | \$47.22 | | | \$19.25 | 10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|---------------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| DRYWALL TAPERS/FINISHERS | 1000 | \$16.84 | \$18.94 | \$21.05 | \$23.15 | \$25.26 | | | | | | \$9.90 | |
| | 1000 | | | | | | \$27.36 | | | | | \$10.40 | |
| | 1000 | | | | | | | \$31.57 | \$35.78 | | | \$13.90 | |
| ELECTRICIAN (WIRE & LINE INSTALLER) | 1000 | \$17.43 | | | | | | | | | | \$9.62 | 10 |
| " " | 1000 | | \$19.92 | | | | | | | | | \$9.96 | 10 |
| " " | 1000 | | | \$22.41 | | | | | | | | \$16.53 | 4,10 |
| " " | 1000 | | | | \$24.90 | | | | | | | \$17.55 | 4,10 |
| " " | 1000 | | | | | \$27.39 | | | | | | \$18.58 | 4,10 |
| " " | 1000 | | | | | | \$29.88 | | | | | \$19.62 | 4,10 |
| " " | 1000 | | | | | | | \$32.37 | | | | \$20.64 | 4,10 |
| " " | 1000 | | | | | | | | \$34.86 | | | \$21.68 | 4,10 |
| " " | 1000 | | | | | | | | | \$39.84 | | \$23.73 | 4,10 |
| " " | 1000 | | | | | | | | | | \$44.82 | \$25.78 | 4,10 |
| (Effective 2/17/19) | | | | | | | | | | | | | |
| * ELECTRICIAN (WIRE & LINE INSTALLER) | 1000 | \$17.61 | | | | | | | | | | \$9.65 | 10 |
| " " | 1000 | | \$20.12 | | | | | | | | | \$9.98 | 10 |
| " " | 1000 | | | \$22.64 | | | | | | | | \$16.58 | 4,10 |
| " " | 1000 | | | | \$25.15 | | | | | | | \$17.61 | 4,10 |
| " " | 1000 | | | | | \$27.67 | | | | | | \$18.65 | 4,10 |
| " " | 1000 | | | | | | \$30.18 | | | | | \$19.69 | 4,10 |
| " " | 1000 | | | | | | | \$32.70 | | | | \$20.73 | 4,10 |
| " " | 1000 | | | | | | | | \$35.21 | | | \$21.76 | 4,10 |
| " " | 1000 | | | | | | | | | \$40.24 | | \$23.84 | 4,10 |
| " " | 1000 | | | | | | | | | | \$45.27 | \$25.92 | 4,10 |
| ELEVATOR CONSTRUCTOR | 850 | \$28.68 | | | | | | | | | | - | 10 |
| " | 850 | | \$31.55 | | | | | | | | | \$32.645 | 10 |
| " | 1700 | | | \$37.28 | \$40.15 | \$45.89 | | | | | | \$32.645 | 10 |
| FLOOR LAYER | | | | | | | | | | | | | |
| Indentured after 2/27/94 | 1000 | \$15.37 | \$17.08 | | | | | | | | | \$19.32 | 10 |
| " " | 1000 | | | \$18.78 | \$20.49 | | | | | | | \$24.32 | 10 |
| " " | 1000 | | | | | \$22.20 | \$23.91 | \$27.32 | \$30.74 | | | \$29.32 | 10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * GLAZIER | | | | | | | | | | | | | |
| Indentured On or After 7/1/99 | 1000 | \$17.10 | | | | | | | | | | \$29.14 | 5,10 |
| " | 1000 | | \$19.00 | | | | | | | | | \$29.38 | 5,10 |
| " | 1000 | | | \$20.90 | | | | | | | | \$29.62 | 5,10 |
| " | 1000 | | | | \$22.80 | | | | | | | \$29.86 | 5,10 |
| " | 1000 | | | | | \$26.60 | | | | | | \$30.34 | 5,10 |
| " | 1000 | | | | | | \$28.50 | | | | | \$30.58 | 5,10 |
| " | 1000 | | | | | | | \$30.40 | | | | \$30.82 | 5,10 |
| " | 1000 | | | | | | | | \$32.30 | | | \$31.06 | 5,10 |
| " | 1000 | | | | | | | | | \$34.20 | | \$31.30 | 5,10 |
| " | 1000 | | | | | | | | | | \$36.10 | \$31.54 | 5,10 |
| * HEAVY DUTY REPAIRER & WELDER | | | | | | | | | | | | | |
| Indentured on or after 9/1/02 | 1000 | \$22.11 | | | | | | | | | | \$9.00 | 3,10 |
| " | 1000 | | \$24.32 | | | | | | | | | \$19.93 | 3,10 |
| " | 1000 | | | \$26.53 | | | | | | | | \$20.92 | 3,10 |
| " | 1000 | | | | \$30.95 | | | | | | | \$22.91 | 3,10 |
| " | 1000 | | | | | \$35.38 | | | | | | \$24.89 | 3,10 |
| " | 1000 | | | | | | \$37.59 | | | | | \$25.90 | 3,10 |
| " | 1000 | | | | | | | \$39.80 | | | | \$26.88 | 3,10 |
| " | 1000 | | | | | | | | \$42.01 | | | \$27.89 | 3,10 |
| INSULATOR | | | | | | | | | | | | | |
| Indentured After 5/3/95 | 2000 | \$20.20 | | | | | | | | | | \$7.80 | 6,10 |
| " | 2000 | | \$20.20 | | | | | | | | | \$18.21 | 6,10 |
| " | 2000 | | | \$24.24 | | | | | | | | \$18.55 | 6,10 |
| " | 2000 | | | | \$28.28 | | | | | | | \$18.90 | 6,10 |
| " | 2000 | | | | | \$32.32 | | | | | | \$19.24 | 6,10 |
| * IRONWORKER (REINFORCING & STRUCTURAL) | | | | | | | | | | | | | |
| Indentured After 10/31/93 | 1000 | \$20.13 | | | | | | | | | | \$27.63 | 7,10 |
| " | 1000 | | \$22.14 | | | | | | | | | \$28.22 | 7,10 |
| " | 1000 | | | \$24.15 | | | | | | | | \$28.81 | 7,10 |
| " | 1000 | | | | \$28.18 | | | | | | | \$29.99 | 7,10 |
| " | 1000 | | | | | \$32.20 | | | | | | \$31.18 | 7,10 |
| " | 1000 | | | | | | \$36.23 | | | | | \$32.37 | 7,10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|-------------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| LABORER I | | | | | | | | | | | | | |
| CONSTRUCTION CRAFT | | | | | | | | | | | | | |
| Indentured On or After 9/3/02 | 1000 | \$18.70 | | | | | | | | | | \$8.10 | 1,10 |
| " | 1000 | | \$22.44 | \$26.18 | \$29.92 | | | | | | | \$14.90 | 1,10 |
| HAZARDOUS WASTE MATERIAL TECHNICIAN | | | | | | | | | | | | | |
| " | 1000 | \$18.70 | | | | | | | | | | \$6.70 | 1,10 |
| " | 1000 | | \$22.44 | \$26.18 | \$29.92 | | | | | | | \$13.00 | 1,10 |
| LANDSCAPER | 1000 | \$16.58 | | | | | | | | | | \$6.70 | |
| " | 1000 | | \$17.85 | \$19.13 | \$20.40 | | | | | | | \$10.43 | |
| MASON | | | | | | | | | | | | | |
| BRICKLAYER | | | | | | | | | | | | | |
| Indentured prior to 9/1/03 | 1000 | \$19.88 | | | | | | | | | | \$9.12 | 2,10 |
| | 1000 | | \$21.87 | \$23.86 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$28.47 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$19.88 | \$21.87 | \$23.86 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$15.87 | 2,10 |
| STONE MASON | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$21.87 | \$23.86 | \$25.84 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$15.87 | 2,10 |
| POINTER-CAULKER-WEATHERPROOFER | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$20.01 | \$22.01 | \$24.01 | \$28.01 | \$32.01 | \$36.01 | | | | | \$15.87 | 2,10 |
| PAINTER | 1000 | \$16.81 | | | | | | | | | | \$9.25 | |
| " | 1000 | | \$18.68 | \$20.54 | \$22.41 | \$24.28 | | | | | | \$12.75 | |
| " | 1000 | | | | | | \$26.15 | | | | | \$13.75 | |
| " | 1000 | | | | | | | \$28.01 | \$31.75 | | | \$14.50 | |
| (Effective 1/1/19) | | | | | | | | | | | | | |
| * PAINTER | 1000 | \$17.26 | | | | | | | | | | \$9.25 | |
| " | 1000 | | \$19.18 | \$21.09 | \$23.01 | \$24.93 | | | | | | \$12.75 | |
| " | 1000 | | | | | | \$26.85 | | | | | \$13.75 | |
| " | 1000 | | | | | | | \$28.76 | \$32.60 | | | \$14.50 | |
| * PAVING EQUIPMENT OPERATOR | 1000 | \$23.61 | | | | | | | | | | \$9.00 | 10 |
| " | 1000 | | \$30.04 | | | | | | | | | \$20.37 | 10 |
| " | 1000 | | | \$34.34 | | | | | | | | \$23.49 | 10 |
| " | 1000 | | | | \$38.63 | | | | | | | \$27.63 | 10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * PLASTERER | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$16.54 | \$18.60 | \$20.67 | \$22.74 | \$24.80 | \$28.94 | \$33.07 | \$37.21 | | | \$16.23 | 2,10 |
| PLUMBER: | | | | | | | | | | | | | |
| PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION | | | | | | | | | | | | | |
| AIR CONDITIONING; STEAMFITTER-WELDER | | | | | | | | | | | | | |
| Indentured On or After 9/2/85 | 1000 | \$17.23 | | | | | | | | | | \$6.94 | 8,10 |
| " | 1000 | | \$17.23 | | | | | | | | | \$6.99 | 8,10 |
| " | 1000 | | | \$20.35 | | | | | | | | \$9.97 | 8,10 |
| " | 1000 | | | | \$20.35 | | | | | | | \$9.97 | 8,10 |
| " | 1000 | | | | | \$23.57 | | | | | | \$10.70 | 8,10 |
| " | 1000 | | | | | | \$23.57 | | | | | \$10.70 | 8,10 |
| " | 1000 | | | | | | | \$27.85 | | | | \$11.61 | 8,10 |
| " | 1000 | | | | | | | | \$27.85 | | | \$11.61 | 8,10 |
| " | 1000 | | | | | | | | | \$32.14 | | \$12.27 | 8,10 |
| " | 1000 | | | | | | | | | | \$32.14 | \$12.27 | 8,10 |
| (Effective 1/6/19) | | | | | | | | | | | | | |
| * PLUMBER: | | | | | | | | | | | | | |
| PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION | | | | | | | | | | | | | |
| AIR CONDITIONING; STEAMFITTER-WELDER | | | | | | | | | | | | | |
| Indentured On or After 9/2/85 | 1000 | \$17.43 | | | | | | | | | | \$7.94 | 8,10 |
| " | 1000 | | \$17.43 | | | | | | | | | \$7.99 | 8,10 |
| " | 1000 | | | \$20.59 | | | | | | | | \$10.97 | 8,10 |
| " | 1000 | | | | \$20.59 | | | | | | | \$10.97 | 8,10 |
| " | 1000 | | | | | \$23.84 | | | | | | \$11.70 | 8,10 |
| " | 1000 | | | | | | \$23.84 | | | | | \$11.70 | 8,10 |
| " | 1000 | | | | | | | \$28.18 | | | | \$12.61 | 8,10 |
| " | 1000 | | | | | | | | \$28.18 | | | \$12.61 | 8,10 |
| " | 1000 | | | | | | | | | \$32.51 | | \$13.27 | 8,10 |
| " | 1000 | | | | | | | | | | \$32.51 | \$13.27 | 8,10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| ROOFER | | | | | | | | | | | | | |
| Indentured Prior to 11/1/98 | 1000 | \$18.23 | \$20.25 | \$24.30 | | | | | | | | \$13.85 | 9 |
| " | 1000 | | | | \$28.35 | \$32.40 | \$36.45 | \$38.48 | | | | \$18.10 | |
| Indentured On or After 11/1/98 and Prior to 11/4/12 | 1000 | \$18.23 | \$20.25 | \$24.30 | | | | | | | | \$13.85 | 9 |
| " | 1000 | | | | \$28.35 | \$32.40 | \$34.43 | \$36.45 | \$38.48 | | | \$18.10 | |
| Indentured On or After 11/4/12 | 2000 | \$18.23 | \$24.30 | | | | | | | | | \$13.85 | 9 |
| " | 2000 | | | \$32.40 | \$36.45 | | | | | | | \$18.10 | 9 |
| SHEETMETAL WORKER | | | | | | | | | | | | | |
| " | 1000 | \$17.02 | | | | | | | | | | \$12.20 | 10 |
| " | 1000 | | \$19.15 | | | | | | | | | \$12.40 | 10 |
| " | 1000 | | | \$21.28 | | | | | | | | \$22.09 | 10 |
| " | 1000 | | | | \$23.40 | | | | | | | \$22.63 | 10 |
| " | 1000 | | | | | \$25.53 | | | | | | \$23.15 | 10 |
| " | 1000 | | | | | | \$27.66 | | | | | \$23.69 | 10 |
| " | 1000 | | | | | | | \$29.79 | | | | \$24.23 | 10 |
| " | 1000 | | | | | | | | \$31.91 | | | \$24.77 | 10 |
| " | 1000 | | | | | | | | | \$34.04 | | \$25.30 | 10 |
| " | 1000 | | | | | | | | | | \$36.17 | \$25.83 | 10 |
| (Effective 3/3/19) | | | | | | | | | | | | | |
| * SHEETMETAL WORKER | | | | | | | | | | | | | |
| " | 1000 | \$17.14 | | | | | | | | | | \$12.32 | 10 |
| " | 1000 | | \$19.28 | | | | | | | | | \$12.53 | 10 |
| " | 1000 | | | \$21.43 | | | | | | | | \$22.40 | 10 |
| " | 1000 | | | | \$23.57 | | | | | | | \$22.94 | 10 |
| " | 1000 | | | | | \$25.71 | | | | | | \$23.48 | 10 |
| " | 1000 | | | | | | \$27.85 | | | | | \$24.03 | 10 |
| " | 1000 | | | | | | | \$30.00 | | | | \$24.56 | 10 |
| " | 1000 | | | | | | | | \$32.14 | | | \$25.11 | 10 |
| " | 1000 | | | | | | | | | \$34.28 | | \$25.65 | 10 |
| " | 1000 | | | | | | | | | | \$36.42 | \$26.19 | 10 |

APPRENTICE SCHEDULE BULLETIN NO. 493 September 17, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 8-9 |
|--|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|--------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER) | 1000 | \$17.63 | | | | | | | | | | \$10.10 | 10 |
| " " | 1000 | | \$19.10 | | | | | | | | | \$10.35 | 10 |
| " " | 1000 | | | \$20.57 | | | | | | | | \$10.60 | 10 |
| " " | 1000 | | | | \$22.04 | | | | | | | \$10.84 | 10 |
| " " | 1000 | | | | | \$23.51 | | | | | | \$11.10 | 10 |
| " " | 1000 | | | | | | \$26.45 | | | | | \$11.60 | 10 |
| TILE SETTER CERAMIC & HARD TILE | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$20.85 | | | | | | | | | | \$9.57 | 2,10 |
| " | 1000 | | \$22.94 | \$25.02 | \$29.19 | \$31.28 | \$33.36 | \$35.45 | \$37.53 | | | \$28.82 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$20.85 | \$22.94 | \$25.02 | \$29.19 | \$31.28 | \$33.36 | \$35.45 | \$37.53 | | | \$16.27 | 2,10 |

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

REMARKS:

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

REMARKS:

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

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

Carpenter

Cement Finisher

Drywall Installer

Insulator

Construction Craft Laborer

Mason

Plasterer

Tile Setter

DAVID Y. IGE
GOVERNOR

DOUGLAS S. CHIN
LIEUTENANT GOVERNOR



LEONARD HOSHIJO
DIRECTOR


LOIS IYOMASA
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
830 PUNCHBOWL STREET, ROOM 321
HONOLULU, HAWAII 96813
www.labor.hawaii.gov
Phone: (808) 586-8844 / Fax: (808) 586-9099
Email: dlir.director@hawaii.gov

August 8, 2018

Notice Re: MEMORANDUM NO. WSD 2013-01

TO: All State and County Governmental Contracting Agencies and Contractors

FROM: Leonard Hoshijo, Director 
Department of Labor and Industrial Relations

SUBJECT: Applicability of Chapter 104, Hawaii Revised Statutes (HRS), to Truck Drivers on Asphalt Paving Public Construction Projects When the Spreader Box or Paving Machine Method in Construction is Used

Effective August 8, 2018, the Department of Labor and Industrial Relations (DLIR) is reinstating Memorandum No. WSD 2013-01, issued on July 1, 2013. The Department previously suspended the implementation of Memorandum No. WSD 2013-01 on July 10, 2013.

In light of the amendments to and compilation of Chapter 12-22, Hawaii Administrative Rules, effective July 23, 2018, the practice of truck drivers delivering asphalt paving materials to spreader boxes or paving machines as described in Memorandum No. 2013-01, is covered under Chapter 104, HRS, Wages and Hours of Employees on Public Works Law. Therefore, these truck drivers must be classified and paid the appropriate prevailing wage rate in accordance with the applicable Wage Rate Schedule.

If you have any questions, please call the DLIR Wage Standards Division at (808) 586-8777.



STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

830 PUNCHBOWL STREET, ROOM 321

HONOLULU, HAWAII 96813

www.labor.hawaii.gov

Phone: (808) 586-8842 / Fax: (808) 586-9099

Email: dlir.director@hawaii.gov

July 1, 2013

MEMORANDUM NO. WSD-2013-1

TO: All State and County Governmental Contracting Agencies and Contractors

FROM: *Audrey Hidano*
for Dwight Takamine, Director
Department of Labor and Industrial Relations

SUBJECT: Applicability of Chapter 104, HRS, to Truck Drivers on Asphalt Paving Public Construction Projects When the Spreader Box or Paving Machine Method in Construction is Used.

In order to promote consistency in the interpretation of the treatment of truck drivers on asphalt paving public construction projects and pursuant to Section 12-22-8, Hawaii Administrative Rules (HAR), the Department of Labor and Industrial Relations (DLIR) is providing this notice to all governmental contracting agencies and contractors subject to the Wages and Hours of Employees on Public Works Law, Chapter 104, Hawaii Revised Statutes (HRS).

Spreader Box or Paving Machine Method Included Activities

A truck driver hauling asphalt or other paving materials under the spreader box or paving machine method on State and county public works construction projects is deemed to be a laborer or mechanic performing construction work of transporting materials under Section 12-22-1.1, HAR. As a laborer or mechanic, a truck driver must be paid the proper prevailing wage required by Chapter 104, HRS. Time spent at the construction site and the time transporting the equipment and materials to and from the construction site are covered under the law.

The spreader box or paving machine method is a method of construction where the truck driver backs the dump truck against an asphalt paving machine, raises the truck bed, and delivers the paving materials directly into the paving machine. The paving machine then lays the materials onto the roadbed. As the holding capacity of the asphalt paving machine cannot accommodate a full truck load of materials, the dump truck remains in contact with the asphalt paving machine, and the dump truck driver works in concert with the asphalt paving machine operator by controlling the rate of the materials being emptied into the asphalt paving machine's hopper.

In the spreader box or paving machine method, a truck driver who empties their load directly into the spreading machine and coordinates with the spreading machine operator to ensure a specific rate of materials flow while the spreading machine lays down a layer of the materials is an example of the incorporation of the delivered materials into the public construction process. A truck driver delivering asphalt or other paving materials to a public work construction jobsite in the spreader box or paving machine method is deemed to be performing the construction work of a laborer or

MEMORANDUM NO. WSD-2013-1
Department of Labor and Industrial Relations
July 1, 2013

mechanic and must be classified and paid the applicable prevailing wage provided in the appropriate Wage Rate Schedule Bulletin published by the DLIR.

To ensure compliance, contracting agencies should share this memo with all paving contractors. Contractors who are not in compliance should be advised to conduct a self-audit to correct the violation.

If you have any questions, please call the DLIR Wage Standards Division at (808) 586-8777. This document is available on the DLIR website at: <http://labor.hawaii.gov/wsd/>

1 Amend **Section 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
2 **CONTROL** to read as follows:

3
4
5 **“SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
6 **CONTROL**

7
8
9 **209.01 Description.** This section describes the following:

10
11 **(A)** Including detailed plans, diagrams, and written Site-Specific Best
12 Management Practices (BMP); constructing, maintaining, and repairing
13 temporary water pollution, dust, and erosion control measures at the project
14 site, including local material sources, work areas and haul roads; removing
15 and disposing hazardous wastes; control of fugitive dust (defined as
16 uncontrolled emission of solid airborne particulate matter from any source
17 other than combustion); and complying with applicable State and Federal
18 permit conditions.

19
20 **(B)** Work associated with construction stormwater, dewatering, and
21 hydrotesting activities and complying with conditions of the National Pollutant
22 Discharge Elimination System (NPDES) permit(s) authorizing discharges
23 associated with construction stormwater, dewatering, and hydrotesting
24 activities.

25
26 **(C)** Potential pollutant identification and mitigation measures are listed in
27 Appendix A for use in the development of the Contractor's Site-Specific BMP.

28
29 Requirements of this section also apply to construction support
30 activities including concrete or asphalt batch plants, rock crushing plants,
31 equipment staging yards/areas, material storage areas, excavated material
32 disposal areas, and borrow areas located outside the State Right-of-Way.
33 For areas serving multiple construction projects, or operating beyond the
34 completion of the construction project in which it supports, the Contractor
35 shall be responsible for securing the necessary permits, clearances, and
36 documents, and following the conditions of the permits and clearances, at no
37 cost to the State.

38
39 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and
40 3 of the current HDOT “Construction Best Management Practices Field Manual”. In
41 addition, the materials shall comply with the following:

42
43 **(A) Grass.** Grass shall be a quick growing species such as rye grass,
44 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and
45 provide a temporary cover that will not compete later with permanent cover.
46 Alternative grasses are allowable if acceptable to the Engineer.
47

(B) Fertilizer and Soil Conditioners. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer. Fertilizer shall conform to Subsection 619.02(H)(1) - Commercial Fertilizer.

(C) Hydro-mulching. Hydro-mulching used as a temporary vegetative stabilization measure shall consist of materials in Subsections 209.02(A) - Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be recycled materials including bagasse, hay, straw, wood cellulose bark, wood chips, or other material acceptable to the Engineer. Mulches shall be clean and free of noxious weeds and deleterious materials. Potable water shall meet the requirements of Subsection 712.01 - Water. Submit alternate sources of irrigation water for the Engineer's acceptance if deviating from 712.01 - Water. Installation and other requirements shall be in accordance with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period. Install non-vegetative controls including mulch or rolled erosion control products while the vegetation is being established. Water and fertilize grass. Apply fertilizer as recommended by the manufacturer. Replace grass the Engineer considers unsuitable or sick. Remove and dispose of trash and debris. Remove invasive species. Mow as needed to prevent site or signage obstructions, fire hazard, or nuisance to the public. Do not remove down stream sediment control measures until the vegetation is uniformly established, including no large bare areas, and provides 70 percent of the density of pre-disturbance vegetation. Temporary vegetative stabilization shall not be used longer than one year.

(D) Silt Fences. Comply with ASTM D6462, Standard Practice for Silt Fence Installation.

Alternative materials or methods to control, prevent, remove and dispose pollution are allowable if acceptable to the Engineer.

209.03 Construction.

(A) Preconstruction Requirements.

(1) Water Pollution, Dust, and Erosion Control Meeting. Schedule a water pollution, dust, and erosion control meeting with the Engineer after Site-Specific BMP is accepted in writing by the Engineer. Meeting shall be scheduled a minimum of 14 calendar days prior to the Start Work Date. Discuss sequence of work, plans and proposals for water pollution, dust, and erosion control.

(2) Water Pollution, Dust, and Erosion Control Submittals. Submit a Site-Specific BMP Plan within 30 calendar days of contract execution. Submission of complete and acceptable Site-Specific BMP Plan is the sole responsibility of the Contractor and additional contract

time will not be issued for delays due to incompleteness. Include the following:

(a) Written description of activities to minimize water pollution and soil erosion into State waters, drainage or sewer systems. BMP shall include the following:

1. An identification of potential pollutants and their sources.
2. A list of all materials and heavy equipment to be used during construction.
3. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.
4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
5. Methods of removing and disposing hazardous wastes encountered or generated during construction.
6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.
7. Spill Control and Prevention and Emergency Spill Response Plan.
8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
9. Methods of storing and handling of oils, paints and other products used for the project.
10. Material storage and handling areas, and other staging areas.
11. Concrete truck washouts.
12. Concrete waste control.
13. Fueling and maintenance of vehicles and other equipment.

142
143 **14.** Tracking of sediment offsite from project entries
144 and exits.

145
146 **15.** Litter management.

147
148 **16.** Toilet facilities.

149
150 **17.** Other factors that may cause water pollution,
151 dust and erosion control.

152
153 **(b)** Provide plans indicating location of water pollution, dust
154 and erosion control devices; provide plans and details of BMPs
155 to be installed or utilized; show areas of soil disturbance in cut
156 and fill, indicate areas used for construction staging and
157 storage including items (1) through (17) above, storage of
158 aggregate (indicate type of aggregate), asphalt cold mix, soil or
159 solid waste, equipment and vehicle parking, and show areas
160 where vegetative practices are to be implemented. Indicate
161 intended drainage pattern on plans. Include flow arrows.
162 Include separate drawing for each phase of construction that
163 alters drainage patterns. Indicate approximate date when
164 device will be installed and removed.

165
166 **(c)** Construction schedule.

167
168 **(d)** Name(s) of specific individual(s) designated responsible
169 for water pollution, dust, and erosion controls on the project
170 site. Include home, cellular, and business telephone numbers,
171 fax numbers, and e-mail addresses.

172
173 **(e)** Description of fill material to be used.

174
175 **(f)** For projects with an NPDES Permit for Construction
176 Activities, submit information to address all sections in the
177 Storm Water Pollution Prevention Plan (SWPPP).

178
179 **(g)** For projects with an NPDES Permit, information
180 required for compliance with the conditions of the Notice of
181 General Permit Coverage (NGPC)/NPDES Permit.

182
183 **(h)** Site-Specific BMP Review Checklist. The checklist may
184 be downloaded from HDOT's Stormwater Management
185 website at <http://stormwaterhawaii.com>.

186
187 Date and sign Site-Specific BMP Plan. Keep accepted
188 copy on site or at an accessible location so that it can be made

available at the time of an on-site inspection or upon request by the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA Representative. Amendments to the Site-Specific BMP Plan shall be included with original Site-Specific BMP Plan. Modify SWPPP if necessary to conform to revisions. Include date of installation and removal of Site-Specific BMP measures. Obtain written acceptance by the Engineer before implementing revised Site-Specific BMPs in the field.

Follow the guidelines in the current HDOT "Construction Best Management Practices Field Manual", in developing, installing, and maintaining Site-Specific BMPs for all projects. For any conflicting requirements between the Manual and applicable bid documents, the applicable bid documents will govern. Should a requirement not be clearly described within the applicable bid documents, notify the Engineer immediately for interpretation. For the purposes of clarification "applicable bid documents" include the construction plans, standard specifications, special provisions, Permits, and the SWPPP when applicable.

Follow Honolulu's City and County "Rules for Soil Erosion Standards and Guidelines" for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.

(B) Construction Requirements. Do not begin work until submittals detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water; or hydrodemolition water. Site-Specific BMP measures shall be in place, functional and accepted by HDOT personnel prior to initiating any ground disturbing activities.

If necessary, furnish and install rain gage in a secure location prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site in an area that will not deter rainfall from entering the gate opening. Do not install in a location where rain water may splash into rain gage. The rain gage installation shall be stable and plumbed. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gage is installed and Site-Specific BMPs are in place. Rain gage data logs shall be

readily available. Submit rain gage data logs weekly to the Engineer.

Address all comments received from the Engineer.

Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface area of earth material (including clearing and grubbing) until BMP measures are installed and accepted in writing by the Engineer. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of the work day.

Immediately initiate stabilizing exposed soil areas upon completion of earth disturbing activities for areas permanently or temporarily ceased on any portion of the site. Earth-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Earth-disturbing activities have temporarily ceased when clearing, grading, and excavation within any area of the site that will not include permanent structures will not resume for a period of 14 or more calendar days, but such activities will resume in the future. The term "immediately" is used in this section to define the deadline for initiating stabilization measures. "Immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.

For projects with an NPDES Permit for Construction activities:

1) For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

2) For construction areas discharging into nutrient or sediment impaired waters, complete initial stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

For projects without an NPDES Permit for Construction activities, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

Any of the following types of activities constitutes initiation of stabilization:

- (1) Prepping the soil for vegetative or non-vegetative stabilization;
- (2) Applying mulch or other non-vegetative product to the exposed area;
- (3) Seeding or planting the exposed area;
- (4) Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and
- (5) Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

Any of the following types of activities constitutes completion of initial stabilization activities:

- (1) For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or
- (2) For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

If the Contractor is unable to meet the deadlines above due to circumstances beyond the Contractor's control, and the Contractor is using vegetative cover for temporary or permanent stabilization, the Contractor may comply with the following stabilization deadlines instead as agreed to by the Engineer:

- (1) Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;
- (2) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site; and
- (3) Notify and provide documentation to the Engineer the circumstances that prevent the Contractor from meeting the deadlines above for stabilization and the schedule the Contractor will follow for initiating and completing initial stabilization and as agreed to by the Engineer.

Follow the applicable requirements of the specifications and special provisions including Section 619 and Section 641.

Immediately after seeding or planting the area to be vegetatively stabilized, to the extent necessary to prevent erosion on the seeded or planted area, select, design, and install non-vegetative erosion controls that provide cover (e.g., mulch, rolled erosion control products) to the area while vegetation is becoming established.

Protect exposed or disturbed surface area with mulches, grass seeds or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125 pounds per acre. For hydromulch, use the ingredients and rates required for mulches and grass seeds. Submit recommendations from a licensed Landscape Architect when deviating from the application rates above.

Apply fertilizer to mulches, grass seed or hydromulch per manufacturer's recommendations. Submit recommendations from a licensed Landscape Architect when deviating from the manufacturer's recommendations.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational at the end of work day or as required by Section 209.03(B).

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road, sidewalk, or other paved area by the end of the same day in which the track-out occurs. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Engineer.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

Protect ditches, channels, and other drainageways leading away from cuts and fills at all times by either:

- (1) Hydro-mulching the lower region of embankments in the

immediate area.

(2) Installing check dams and siltation control devices.

(3) Other methods acceptable to the Engineer.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to the Contractor.

Install or modify Site-Specific BMP measures due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP that replaces an accepted Site-Specific BMP that is not satisfactorily performing. Modifications to Site-Specific BMP measures shall be accepted in writing by the Engineer prior to implementation.

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

(1) For construction areas discharging into nutrient or sediment impaired waters, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

(c) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

(2) For construction areas discharging to waters not impaired for nutrients or sediments, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

For projects without an NPDES Permit for Construction activities, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

Temporarily remove, replace or relocate any Site-Specific BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of Site-Specific BMP work. Keep continuous records for duration of the project. Submit copy of Inspection Report to the Engineer within 24 hours after each inspection.

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance. Address any Site-Specific BMP deficiencies brought up by the State's Third-Party Inspector in the timeframe above or as specified in the Consent Decree or MS4 NPDES Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, "immediately" means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than seven calendar days from the time of notification/Contractor discovery. Notify the Engineer and document why it is infeasible to complete the installation or repair within seven calendar days and complete the work as soon as practicable and as agreed to by the Engineer. Address Site-Specific BMP deficiencies discovered by the Contractor within the timeframe above. The Contractor's failure to satisfactorily address these Site-Specific BMP deficiencies, the Engineer reserves the right to employ outside assistance or use the Engineer's own labor forces to provide necessary corrective measures. The Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply Site-Specific BMP measures may result in one or more of the following: assessment of

liquidated damages, suspension, or cancellation of Contract with the Contractor being fully responsible for all additional costs incurred by the State.

(C) Discharges of Storm Water Associated with Construction Activities. If work includes disturbance of one acre or more, an NPDES Permit authorizing Discharges of Storm Water Associated with Construction Activity (CWB-NOI Form C) or Individual Permit authorizing storm water discharges associated with construction activity is required from the Department of Health Clean Water Branch (DOH-CWB).

Do not begin construction activities until all required conditions of the permit are met and submittals detailed in Subsection 209.03(A)(2) – Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

(D) Discharges Associated with Hydrotesting Activities. If hydrotesting activities require effluent discharge into State waters or drainage systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or Individual Permit authorizing discharges associated with hydrotesting from DOH-CWB is required from the DOH-CWB.

Do not begin hydrotesting activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct Hydrotesting operations in accordance with the conditions of the permit or NGPC.

(E) Discharges Associated with Dewatering Activities. If dewatering activities require effluent discharge into State waters or drainage systems, an NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit authorizing discharges associated with dewatering from DOH-CWB is required from the DOH-CWB.

Do not begin dewatering activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

(F) Solid Waste. Submit the Solid Waste Disclosure Form for Construction Sites to the Engineer within 30 calendar days of contract execution. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

(G) Construction BMP Training. The Contractor's representative

responsible for development of the Site-Specific BMP Plan and implementation of Site-Specific BMPs in the field shall attend the State's Construction Best Management Practices Training. The Contractor shall keep training logs updated and readily available.

209.04 Measurement.

(A) Installation, maintenance, monitoring, and removal of BMP will be paid on a lump sum basis. Measurement for payment will not apply.

(B) The Engineer will only measure additional water pollution, dust and erosion control required and requested by the Engineer on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

209.05 Payment. The Engineer will pay for accepted pay items listed below at contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

The Engineer will pay for each of the following pay items when included in proposal schedule:

| Pay Item | Pay Unit |
|--|-----------------|
| Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum |

An estimated amount for force account is allocated in proposal schedule under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to be paid will be the sum shown on accepted force account records, whether this sum be more or less than estimated amount allocated in proposal schedule. The Engineer will pay for BMP measures requested by the Engineer that are beyond scope of accepted Site-Specific BMP on a force account basis.

No progress payment will be authorized until the Engineer accepts in writing Site-Specific BMP or when the Contractor fails to maintain project site in accordance with accepted BMP.

For all citations or fines received by the Department for non-compliance, including compliance with NPDES Permit conditions, the Contractor shall reimburse State within 30 calendar days for full amount of outstanding cost State has incurred, or the Engineer will deduct cost from progress payment.

The Engineer will assess liquidated damages up to \$27,500 per day for non-compliance of each BMP requirement and all other requirements in this section.

Appendix A

The following list identifies potential pollutant sources and corresponding BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding section of the current HDOT Construction Best Management Practices Field Manual or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT Statewide Stormwater Management Program Website at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under Construction Best Management Practices Field Manual. Supplemental BMP sheets are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/> under Concrete Curing and Irrigation Water.

Appendix B

The County of Hawaii is currently in the process of obtaining an NPDES Permit. The State DOH has assigned permit number HI S000588 and will be published for public comment. Attached is the draft of the NPDES permit. The final permit will be made part of the Contract. In the event that there are substantial changes between the draft permit and the final permit, Contractor and County of Hawaii will negotiate contract adjustment as needed.

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|--|---|
| Construction debris, green waste, general litter | <ul style="list-style-type: none"> • Separate contaminated clean up materials from construction and demolition (C&D) wastes. • Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes. • Inspect construction waste and recycling areas regularly. • Schedule solid waste collection regularly. • Schedule recycling activities based on construction/demolition phases. • Empty waste containers weekly or when they are two-thirds full, whichever is sooner. • Do not allow containers to overflow. Clean up immediately if they do. • On work days, clean up and dispose of waste in designated waste containers. • See Solid Waste Management Section SM-6 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. | See Solid Waste Management Section SM-6. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable. |
| Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage | <ul style="list-style-type: none"> • Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical. • Designate bermed wash area if cleaning on site is necessary. • Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks. • Provide an ample supply of readily available spill cleanup materials. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge. • Inspect on-site vehicles and equipment regularly and immediately repair leaks. • Regularly inspect fueling areas and storage tanks. | See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Delivery, Storage and Material Use Sections SM-2 and SM-3, and Spill Prevention and Control SM-10. |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|---|--------------------------------|
| | <ul style="list-style-type: none"> • <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i> • <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i> • <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i> • <i>Dispose of containers only after all the product has been used.</i> • <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i> • <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i> • <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Use Section SM-3 for additional requirements.</i> | |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------------------|--|---|
| Soil erosion from the disturbed areas | <ul style="list-style-type: none"> • Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-2, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-9, Level Spreader SC-10, Paving Operations SM-19, Construction Road Stabilization EC-1, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Employee Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-16) . • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques | <p>Soil Stabilization</p> <ol style="list-style-type: none"> 1. SM-21 Topsoil Management 2. EC-5 Seeding and Planting 3. EC-6 Mulching 4. EC-7 Geotextiles and Mats <p>Slope Protection</p> <ol style="list-style-type: none"> 1. EC-5 Seeding and Planting 2. EC-6 Mulching 3. EC-7 Geotextiles and Mats 4. EC-9 Slope Roughening, Terracing, and Rounding 5. SC-11 Slope Drains and Subsurface Drains 6. SC-12 Top and Toe of Slope Diversion Ditches |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|--|--|
| | <p><i>designed for steep grades.</i></p> <ul style="list-style-type: none"> • <i>For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</i> | <p><i>and Berms</i></p> <p><i>SC-2 Storm Drain Inlet Protection</i></p> <p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <i>1. SC-1 Silt Fence</i> <i>2. SC-5 Vegetated Filter Strips and Buffers</i> <i>3. SC-8 Compost Filter Berm</i> <i>4. SC-13 Sandbag Barrier</i> <i>5. SC-14 Brush or Rock Filter</i> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <i>1. SC-15 Sediment Trap</i> <i>2. SC-16 Sediment Basin</i> <p><i>SC-9 Check Dams</i></p> <p><i>SC-10 Level Spreader</i></p> |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|---|--|
| | | <p>SM-19 Paving Operations</p> <p>EC-1 Construction Road Stabilization</p> <p>Controlling Storm Water Flowing onto and Through the Project</p> <ol style="list-style-type: none"> 1. EC-8 Run-On Diversion 2. SC-6 Earth Dike 3. SC-7 Temporary Drains and Swales <p>Post Construction BMPs</p> <ol style="list-style-type: none"> 1. EC-4 Flared Culvert End Sections 2. SC-3 Rip-Rap and Gabion Inflow Protection 3. SC-4 Outlet Protection and Velocity Dissipation |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|---|---|
| | | <p><i>Devices</i></p> <p>4. SM-21 <i>Topsoil Management</i></p> <p><i>Non-Structural BMPs</i></p> <p>1. SM-1 <i>Employee Training</i></p> <p>2. SM-14 <i>Scheduling</i></p> <p>3. SM-15 <i>Location of Potential Sources of Sediment</i></p> <p>4. SM-16 <i>Preservation of Existing Vegetation</i></p> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------------------|--|---|
| Sediment from soil stockpiles | <ul style="list-style-type: none"> • Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP. • Place bagged materials on pallets and under cover. • Provide physical diversion to protect stockpiles from concentrated runoff. • Cover stockpiles with plastic or comparable material when practicable. • Place silt fence, fiber filtration tubes, or straw wattles around stockpiles. • Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water. • Unless infeasible, contain and securely protect stockpiles from the wind. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. • See Protection of Stockpiles Section SM-4 for additional requirements. | See Protection of Stockpiles Section SM-4. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable. |
| Emulsified asphalt or prime/tack coat | <ul style="list-style-type: none"> • Provide training for employees and contractors on proper material delivery and storage practices and procedures. • Restrict paving operations during wet weather to prevent paving materials from being discharged. • Use asphalt emulsions such as prime coat when possible. • Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal. • Keep ample supplies of drip pans and absorbent materials on site. • Inspect inlet protection devices. • See Material Delivery and Storage Section SM-2 and Paving Operations Section SM-19 for additional requirements. • Provide Storm Drain Inlet Protection and/or | See Material Delivery and Storage Section SM-2 and Material Use Section SM-3, Paving Operations Section SM-19, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---|---|--|
| | <i>Perimeter Sediment Controls as applicable.</i> | <i>applicable.</i> |
| <i>Materials associated with painting, such as paint and paint wash solvent</i> | <ul style="list-style-type: none"> <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> <i>Keep ample supply of cleanup materials on site.</i> <i>Dispose container only after all of the product has been used.</i> <i>Remove as much paint from brushes on painted surface.</i> <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> <i>. Do not dump liquid wastes into the storm drainage system.</i> <i>Filter and re-use solvents and thinners.</i> <i>Dispose of oil-based paints and residue as a hazardous waste.</i> <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> <i>Immediately clean up spills and leaks.</i> <i>Properly store paints, solvents, and epoxy compounds.</i> <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i> <i>Mix paints in a covered and contained area when possible to minimize adverse impacts from spills.</i> <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i> <i>See Material Delivery and Storage Section SM-2, Material Use SM-3, Waste Management, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20 for additional requirements.</i> | <i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|--|--|
| | <ul style="list-style-type: none"> • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. | |
| Industrial chemicals, fertilizers, and/or pesticides | <ul style="list-style-type: none"> • Hazardous chemicals shall be well-labeled and stored in original containers. • Keep ample supply of cleanup materials on site. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge. • Dispose container only after all of the product has been used. • Retain a complete set of material safety data sheets on site. • Store industrial chemicals in water-tight containers and provide either cover or secondary containment. • Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater. • Restrict amount of pesticide prepared to quantity necessary for the current application. • Do not apply fertilizers or pesticides during or just before a rain event. • Do not apply to stormwater conveyance channels with flowing water. • Comply with fertilizer and pesticide manufacturer's recommended usage instructions. • Follow federal, state, and local laws regarding fertilizer application. • Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. • See Material Delivery and Storage Section SM2, | See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9, and Spill Prevention and Control SM-10 |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|---|--|
| | <i>Material Use SM-3, and Waste Management, Hazardous Waste Management Section SM-9 for additional requirements.</i> | |
| <i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i> | <ul style="list-style-type: none"> • <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> • <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i> • <i>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</i> • <i>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</i> • <i>All containers stored outside shall be kept away from surface waters and within appropriately-sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</i> • <i>See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.</i> | <i>See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i> |
| <i>Metals and</i> | <ul style="list-style-type: none"> • <i>Inspect construction waste and recycling areas</i> | <i>See Solid</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|----------------------------------|--|---|
| <i>Building Materials</i> | <p><i>regularly.</i></p> <ul style="list-style-type: none"> <i>Schedule solid waste collection regularly.</i> <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i> <i>Minimize the amount of material stored on site.</i> <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i> <i>See Solid Waste Management Section SM-6 for additional requirements.</i> | <i>Waste Management Section SM-6</i> |
| <i>Contaminated Soil</i> | <ul style="list-style-type: none"> <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9 for additional requirements.</i> <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i> | <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9</i> |
| <i>Dust Control Water</i> | <ul style="list-style-type: none"> <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i> <i>Apply water as conditions require.</i> <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i> <i>See Dust Control Section SM-18 for additional requirements.</i> | <i>See Dust Control Section SM-18</i> |
| <i>Concrete Truck Wash Water</i> | <ul style="list-style-type: none"> <i>Disposal of concrete truck wash water via percolation is prohibited.</i> <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i> <i>Locate on-site wash area a minimum of 50 feet</i> | <i>See Waste Management, Concrete Waste Management</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|-------------------------|
| | <p><i>away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></p> <ul style="list-style-type: none"> • <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i> • <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i> • <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i> • <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i> • <i>Do not dump liquid wastes into storm drainage system.</i> • <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i> • <i>See Waste Management, Concrete Waste Management Section SM-5 for additional requirements.</i> | Section SM-5 |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------|---|--|
| <i>Sediment Track-Out</i> | <ul style="list-style-type: none"> • <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs which remove sediment prior to exit when minimum dimensions can not be met.</i> • <i>See Stabilized Construction Entrance Section EC-2 for additional requirements.</i> | <i>See Stabilized Construction Entrance Section EC-2</i> |
| <i>Irrigation Water</i> | <ul style="list-style-type: none"> • <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> • <i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation at http://www.stormwaterhawaii.com/resources/contract</i> | <i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|------------------------------|--|---|
| | <i>ors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Irrigation Water for additional requirements.</i> | |
| <i>Hydrotesting Effluent</i> | <ul style="list-style-type: none"> <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> | <i>Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> |
| <i>Dewatering Effluent</i> | <ul style="list-style-type: none"> <i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-17 for additional requirements.</i> | <i>See Dewatering Operations SM-17. Site-Specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i> |
| <i>Saw-cutting Slurry</i> | <ul style="list-style-type: none"> <i>Saw cut slurry shall be removed from the site by vacuuming.</i> <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-19 for additional requirements.</i> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> | <i>See Paving Operations Section SM-19, Storm Drain Inlet Protection SC-2, Perimeter sediment controls where applicable</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|--|
| Concrete Curing Water | <ul style="list-style-type: none"> • Avoid overspraying of curing compounds. • Apply an amount of compound that covers the surface, but does not allow any runoff of the compound. • See California Stormwater BMP Handbook NS-12 Concrete Curing at http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Concrete Curing for additional requirements. | See California Stormwater BMP Handbook NS-12 Concrete Curing |
| Plaster Waste Water | <ul style="list-style-type: none"> • Direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of. • Plaster waste water shall not be allowed to flow into drainage structures or State waters. • See Material Delivery and Storage Section SM-2, Material Use SM-3, and Hazardous Waste Management Section SM-9 for additional requirements. | See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9 |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|--|
| Water-Jet Wash Water | <ul style="list-style-type: none"> • For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical. • See Vehicle and Equipment Cleaning Section SM-11 for additional information. • For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters. | See Vehicle and Equipment Cleaning Section SM-11 |
| Sanitary/Septic Waste | <ul style="list-style-type: none"> • Locate Sanitary facilities in a convenient place away from drainage facilities. • Position sanitary facilities so they are secure and will not be tipped over or knocked down. • Wastewater shall not be discharged to the ground or buried. • A licensed service provider shall maintain sanitary/septic facilities in good working order. • Schedule regular waste collection by a licensed transporter. • See Sanitary/Septic Waste Section SM-7 for additional requirements. | See Sanitary/Septic Waste Section SM-7. |

"

END OF SECTION 209

PERMIT NO. HI S000558

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the Clean Water Act, as amended, (33 U.S.C. §1251 et seq.; the "Act"); Hawaii Revised Statutes, Chapter 342D; and Hawaii Administrative Rules (HAR), Chapters 11-54 and 11-55, Department of Health (DOH), State of Hawaii;

**COUNTY OF HAWAII
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE DIVISION
(CH-DEM-SWD)**

(hereinafter PERMITTEE),

is authorized to discharge storm water associated with construction activities from the Ocean View Transfer Station and Recycling Center project site located at the intersection of Mamalahoa Highway and Iolani Lane, Ocean View, Island of Hawaii, Hawaii, TMK: (3) 9-2-150:160 to the receiving State waters identified in the table below:

| Discharge Point No. | Receiving State Water | Classification | Latitude (N) | Longitude (W) |
|----------------------------|------------------------------|-------------------------------|---------------------|----------------------|
| 1 | Pacific Ocean | Class AA, Marine Open Coastal | 19.015921581788554° | 155.83660589483975° |

in accordance with the general requirements, discharge monitoring requirements and other conditions set forth herein, and in the attached DOH "Standard NPDES Permit Conditions," that is available on the DOH, Clean Water Branch (CWB) website at <http://health.hawaii.gov/cwb/site-map/home/standard-npdes-permit-conditions/>.

All references to Title 40 of the Code of Federal Regulations (CFR) are to regulations that are in effect on July 1, 2018, except as otherwise specified. Unless otherwise specified herein, all terms are defined as provided in the applicable regulations in Title 40 of the CFR.

Failure to comply with any condition, requirement, and/or limitation in this permit is an enforceable violation and your NPDES permit may be terminated. Examples of enforceable violations include, but are not limited to: Unauthorized discharges where a pollutant was not disclosed in the NPDES application, but was detected by monitoring only requirements in the NPDES permit or by other means determined by the DOH; failure to sample, analyze, or submit water quality results as required in the NPDES permit; and discharging pollutants in locations that were not authorized in the NPDES permit. If you violate Hawaii Revised Statutes (HRS), Chapter 342D, you may be subject to penalties of up to \$25,000 per violation per day and up to two (2) years in jail. Falsification of information, including providing information in the NPDES application

**PUBLIC NOTICE PERMIT
September 20, 2018**

that does not match what is actually occurring at the project site/facility, may result in criminal penalties for the Permittee and their authorized representative as provided in Clean Water Act, Section 309 and HRS, Section 342D-35.

This permit will become effective on _____, **2018**.

This permit and the authorization to discharge will expire at midnight,
_____, **2023**.

Signed this ___th day of _____, 2018.

(For) Director of Health

TABLE OF CONTENTS

| <u>Part</u> | <u>Description</u> | <u>Page</u> |
|-------------|--|-------------|
| A. | GENERAL REQUIREMENTS | 4 |
| B. | REPORTING REQUIREMENTS | 6 |
| C. | BEST MANAGEMENT PRACTICES (BMPs) | 8 |
| D. | MAPS | 11 |

ATTACHMENT:
STANDARD NPDES PERMIT CONDITIONS (VERSION 15)

A. GENERAL REQUIREMENTS

The Permittee shall:

1. Comply with all materials submitted in and with the application, dated June 15, 2018.
2. Retain a copy of the application, including other related materials, and this permit at the job site or at a nearby field office.
3. Design, operate, implement, and maintain the project Storm Water Pollution Prevention Plan (SWPPP) to ensure that storm water discharges associated with construction activities will not cause or contribute to a violation of applicable State water quality standards.
4. Implement the project SWPPP as often as needed to improve the quality of storm water discharges or when instructed by the Director of Health (Director).
5. Not cause or contribute to a violation of the basic water quality criteria as specified in HAR, Chapter 11-54, Section 11-54-4.
6. Inspect, at a minimum of once per week, the receiving state waters, storm water runoff and control measures and BMPs to detect violations of and conditions which may cause or contribute to a violation of the basic water quality criteria as specified in HAR, Chapter 11-54, Section 11-54-4 (e.g., the Permittee shall look at storm water discharges and receiving state waters for turbidity, color, floating oil and grease, floating debris and scum, materials that will settle, substances that will produce taste in the water or detectable off-flavor in fish, and inspect for items that may be toxic or harmful to human or other life).
7. Immediately stop, reduce, or modify construction, or implement new or revised BMPs as needed to stop or prevent a violation of the basic water quality criteria as specified in HAR, Chapter 11-54, Section 11-54-4.
8. Review the effectiveness and adequacy of the implemented SWPPP(s) at a minimum of once per week, and update the plan as often as necessary. Any change(s) to the SWPPP(s) or correction(s) to information already on file with the CWB shall be maintained onsite and be available upon request.

PART A
PERMIT NO. HI S000558
Page 5

9. Know that Mr. Gene Quiamas of the CH-DEM-SWD is recognized as the duly authorized representative to submit all information/documents for compliance with the NPDES conditions, except for the Notice of Cessation. A new authorized representative may be appointed in accordance with Part B.8.

B. REPORTING REQUIREMENTS

The Permittee shall:

1. Submit the following information in accordance with Part B.8. of this permit to the CWB for review and comment **at least 30 calendar days before the start of construction activities.**

All questions/concerns that the DOH may have must be answered to the satisfaction of the CWB.

- a. The Operator or General Contractor Information.
 - b. The Drainage System Owner's Approval to Discharge.
2. Ensure that any commingled storm water that contacts pollution sources/contaminated soils is prevented from discharging to State waters.
 3. Notify the Director of the construction start date in accordance with Part B.8. within seven (7) calendar days before the start of construction activities.
 4. Complete and submit the Solid Waste Disclosure Form for Construction Sites to the DOH, Solid and Hazardous Waste Branch, Solid Waste Section as specified on the form at least 30 calendar days before the start of construction activities. The form can be downloaded at:
<https://health.hawaii.gov/shwb/files/2018/04/swdiscformapr2018.pdf>.
 5. Submit any changes to information on the CWB Individual NPDES Form in accordance with Part B.8. as soon as changes arise. The Permittee shall properly address all related concerns and/or comments to the CWB's satisfaction.
 6. Immediately notify the Director of all incidences of noncompliance and identify the pollutant(s) source(s) and the proposed and implemented control or mitigative measures as required in Section 16 of the "Standard NPDES Permit Conditions."
 7. Complete and submit the Notice of Cessation in accordance with Part B.8. within 14 calendar days of completion of the subject project.
 8. All reports, notifications, and updates to information on file shall be submitted through the CWB Compliance Submittal Form for Individual NPDES Permits

and Notice of General Permit Coverages (NGPCs). This form is accessible through the e-Permitting Portal website at: <https://eha-cloud.doh.hawaii.gov/epermit/>. If not already registered, you will be asked to do a one-time registration to obtain your login and password. After you register, click on the Application Finder tool to locate the form. Follow the instructions to complete and submit this form. All submissions shall include a CD or DVD containing the downloaded e-Permitting submission and a completed Transmittal Requirements and Certification Statement for e-Permitting NPDES/NGPC Compliance Submissions Form, with original signature and date.

9. Include the following certification statement, NPDES permit number, and original signature on each submittal in accordance with HAR, Chapter 11-55, Section 11-55-07(b). Failure to provide this information on future correspondence or submittals may be a basis for delay of the processing of the document(s).

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

10. The Permittee shall develop and submit a facility-specific waste load allocation (WLA) implementation and monitoring plan to the Director when a Total Maximum Daily Load, which specifies WLAs applicable to the Permittee's discharge, is approved by the EPA within one (1) year of notification of the approval date.

C. BEST MANAGEMENT PRACTICES (BMPs)

1. The Permittee shall:
 - a. Refrain from performing any work during heavy rainstorms.
 - b. Prevent loose particles, sand, soil, silt, and other construction debris at the project site from being washed away by storm water runoff to drainage systems and to State waters.
 - c. Remove the excavated material as soon as possible or at the end of each work day. The excavated material shall be disposed in a State and/or County-approved landfill site.
 - d. Not discharge water used for dust control to State waters.
 - e. Not discharge water used for irrigation to State waters.
 - f. Not discharge hydrotesting effluent to State waters without an appropriate NPDES permit.
 - g. Not discharge dewatering effluent to State waters without an appropriate NPDES permit.
 - h. Not stockpile unprotected materials on-site without implementing the appropriate BMPs for the stockpile(s).
 - i. Wash-down vehicles and/or equipment and concrete truck drums only at designated areas and not discharge the wash waters to State waters. The concrete wash water shall not be allowed to infiltrate into the ground.
 - j. Assure that the implemented BMPs are effective and the discharge effluent is in compliance with the basic State water quality standards.
2. The following special conditions apply to all land disturbance work conducted under this permit:
 - a. Construction Management Techniques
 - (1) Clearing and grubbing shall be held to the minimum necessary for grading and equipment operation.

- (2) Construction shall be sequenced to minimize the exposure time of the cleared surface area.
- (3) Construction shall be staged or phased for large projects. Areas of one (1) phase shall be stabilized before another phase is initiated. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff.
- (4) Erosion and Sediment Control Measures shall be in place and functional before earth moving operations begin. These measures shall be properly constructed and maintained throughout the construction period.
- (5) At a minimum, all control measures shall be checked and repaired as necessary in accordance with one of the two schedules listed below:
 - (a) Once every 7 calendar days; or
 - (b) Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches or greater. During prolonged rainfall, daily checking is necessary.

The Permittee shall maintain records of checks and repairs and is required to specify in the SWPPP which schedule is being followed.

- (6) The Permittee shall maintain records of the duration and estimated volume of storm water discharge(s).
 - (7) A specific individual shall be designated to be responsible for erosion and sediment controls on each project site.
- b. Vegetation Controls
- (1) Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than 20 calendar days prior to land disturbance.
 - (2) Temporary soil stabilization with appropriate vegetation shall be applied on areas that will remain unfinished for more than 14 calendar days.

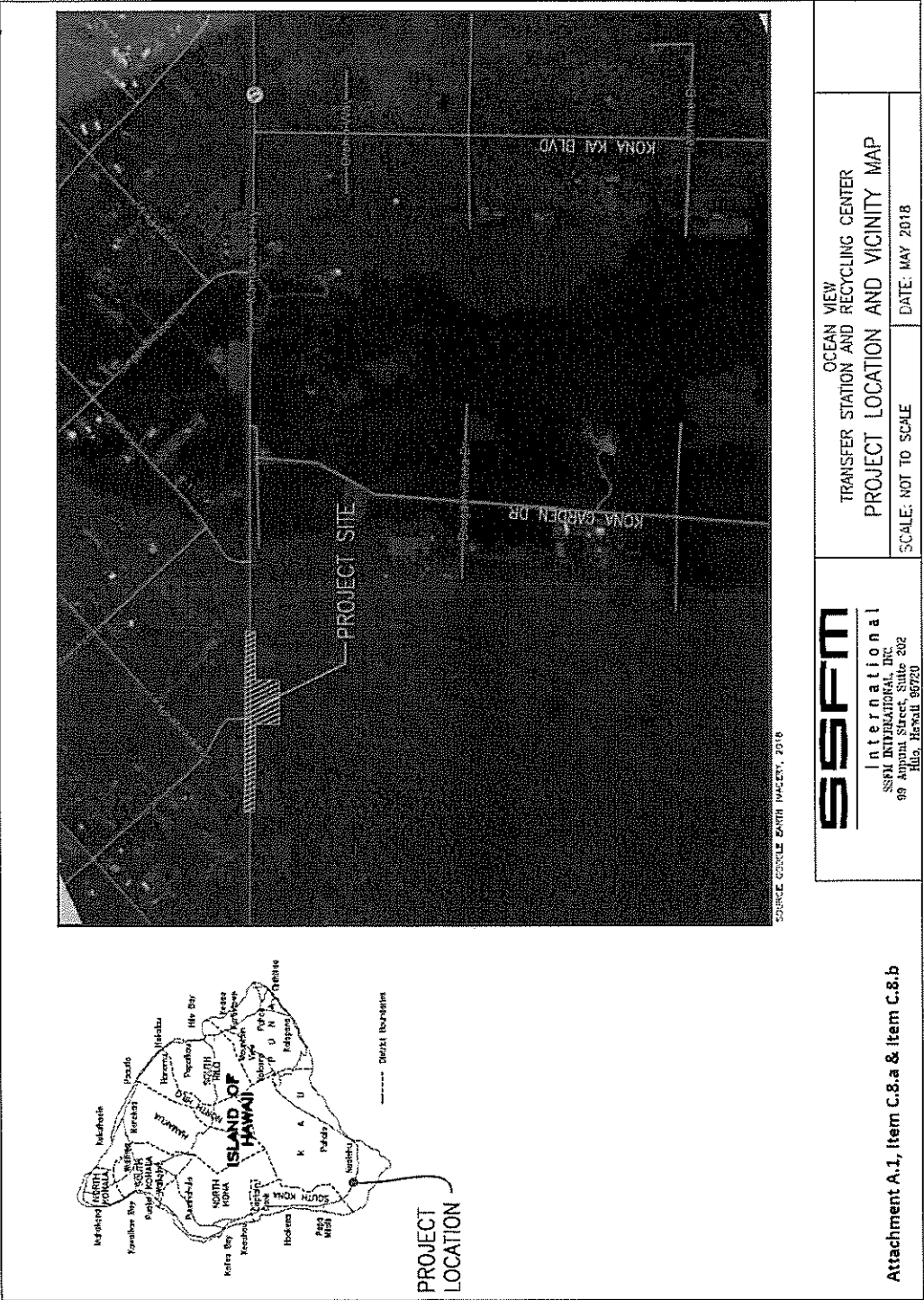
- (3) Permanent soil stabilization with perennial vegetation or pavement shall be applied as soon as practical after final grading. Irrigation and maintenance of the perennial vegetation shall be provided for 14 calendar days or until the vegetation takes root, whichever is shorter.

c. Structural Controls

- (1) Storm water flowing toward the construction area shall be diverted by using appropriate control measures, as practical.
- (2) Erosion Control Measures shall be designed according to the size of disturbed or drainage areas to detain runoff and trap sediment.
- (3) Water must be discharged in a manner that the discharge shall not cause or contribute to a violation of the basic water quality criteria as specified in HAR, Chapter 11-54, Section 11-54-4.

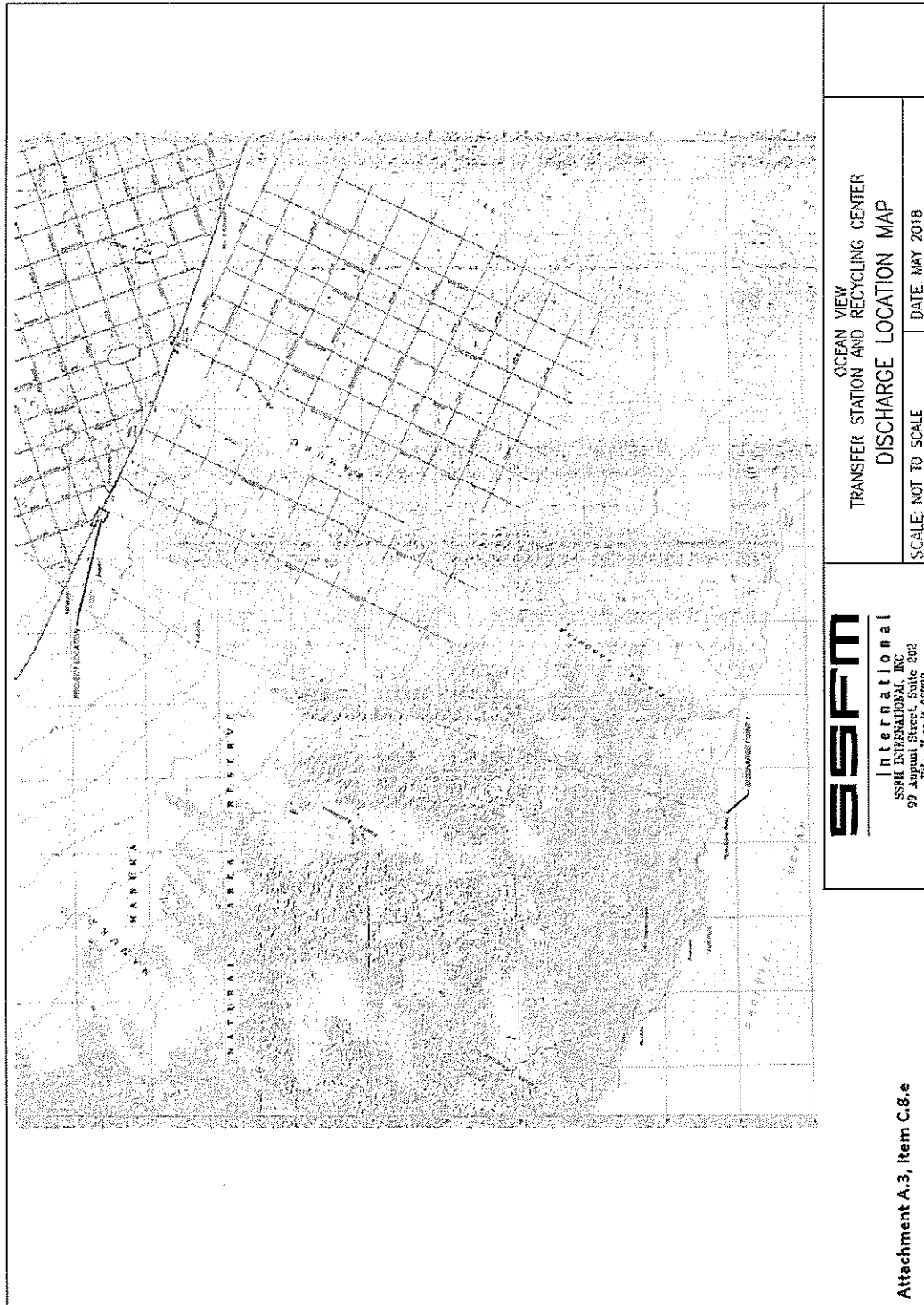
09004PGH.18b

D. MAPS



Map 1 - Location Map

PUBLIC NOTICE PERMIT
September 20, 2018



Map 2 – Outfall Map
 PUBLIC NOTICE PERMIT
 September 20, 2018



STATE OF HAWAII
DEPARTMENT OF HEALTH
P. O. BOX 3378
HONOLULU, HI 96801-3378

In reply, please refer to:
EMD/CWB

09004PGH.18c

DATE: September 20, 2018
NPDES PERMIT NO.: HI S000558

PERMIT RATIONALE: NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM (NPDES) PERMIT TO DISCHARGE TO THE
WATERS OF THE UNITED STATES

PERMITTEE: COUNTY OF HAWAII
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE DIVISION
(CH-DEM-SWD)

PROJECT: OCEAN VIEW TRANSFER STATION AND
RECYCLING CENTER

PROJECT LOCATION

Intersection of Mamalahoa Highway
and Iolani Lane
Ocean View, Hawaii 96737
TMK: (3) 9-2-150:160

PERMITTEE MAILING ADDRESS

CH-DEM-SWD
345 Kekuanaoa Street, Suite 41
Hilo, Hawaii 96720
Contact: Mr. Gene Quiamas
Project Manager
Phone No.: (808) 961-8270
E-mail: Gene.Quiamas@hawaiicounty.gov

DULY AUTHORIZED REPRESENTATIVE

CH-DEM-SWD
345 Kekuanaoa Street, Suite 41
Hilo, Hawaii 96720
Contact: Mr. Gene Quiamas
Project Manager
Phone No.: (808) 961-8270
E-mail: Gene.Quiamas@hawaiicounty.gov

PERMIT STATUS

The CH-DEM-SWD submitted an Individual NPDES Permit application for discharges of storm water associated with construction activities for the Ocean View Transfer Station and Recycling Center project, dated June 15, 2018. The DOH-CWB has reviewed the

Individual NPDES Permit application and considers it to be complete. Permit No. HI S000558 has been assigned to the Individual NPDES Permit application.

The Director of Health (Director) proposes to issue a permit to discharge to the waters of the State and has included in the proposed draft permit those terms and conditions which the Director determined are necessary to carry out the provisions of the Federal Clean Water Act of 1977 (PL 95-217) and Hawaii Revised Statutes (HRS), Chapter 342D.

The NPDES Permit will expire at midnight, five (5) years from the date of issuance.

SCOPE OF THE CONSTRUCTION ACTIVITY AND LOCATION OF THE PROJECT

The purpose of the project is to construct a new transfer station and recycling center in Ocean View with associated off-site improvements along the Mamalahoa Highway. Construction activities include clearing, grading, paving, and installation and removal of BMPs.

The project is located at the Intersection of Mamalahoa Highway and Iolani Lane, Ocean View, Island of Hawaii, Hawaii. Storm water runoff from the project site will discharge to the receiving State waters at:

| Discharge Point No. | Receiving State Water | Classification | Latitude (N) | Longitude (W) |
|----------------------------|------------------------------|-------------------------------|---------------------|----------------------|
| 1 | Pacific Ocean | Class AA, Marine Open Coastal | 19.015921581788554° | 155.83660589483975° |

RECEIVING WATER CLASSIFICATION

The receiving water, the Pacific Ocean at 19.015921581788554° N latitude and 155.83660589483975° W longitude, is classified by the DOH as a Class AA, Marine Water, Embayment. It is the objective of Class AA waters that these waters remain in their natural pristine state as nearly as possible with an absolute minimum of pollution or alteration of water quality from any human-caused source or actions. To the extent practicable, the wilderness character of these areas shall be protected.

CWA section 303(d) requires states to identify specific water bodies where water quality standards are not expected to be met after implementation of technology-based effluent limitations on point sources. The DOH published 2014 State of Hawaii Water Quality Monitoring and Assessment Report on September 2, 2014. The report is pursuant to Sections 303(d) and 305(b) of the Clean Water Act.

The Pacific Ocean at 19.015921581788554° N latitude and 155.83660589483975° W longitude is not identified in the assessment report. At present no Total Maximum Daily Loads (TMDLs) have been established for this waterbody and it has not been prioritized for TMDL development.

OCEAN DISCHARGE CRITERIA

The Director has considered the Ocean Discharge Criteria, established pursuant to Section 403(c) of the Clean Water Act for the discharge of pollutants into the territorial sea, the waters of the contiguous zone, or the oceans. The EPA has promulgated regulations for Ocean Discharge Criteria in 40 Code of Federal Regulations Part 125, Subpart M. Therefore, the Director has determined that the discharge will not cause unreasonable degradation to the marine environment. Based on the current information, the Director proposes to issue a permit.

DESCRIPTION OF THE PROPOSED DISCHARGE

The CH-DEM-SWD requests to discharge storm water runoff from the proposed construction site. Best Management Practices (BMPs) for storm water runoff and non-storm water sources will be implemented to minimize the discharge of erosion and other pollutants from entering receiving State waters. The CH-DEM-SWD has certified that they will comply with all BMP requirements in HAR, Chapter 11-55, Appendix C, and their Storm Water Pollution Prevention Plan was prepared in accordance with HAR, Chapter 11-55, Appendix C, Section 7.

PERMIT CONDITIONS

The Director has considered the permit conditions to discharge storm water runoff associated with construction activity, established pursuant to the Federal Water Pollution Control Act, Federal Clean Water Act, and the HRS. The Director has determined that the discharges will not cause unreasonable degradation to the receiving water environment when the CH-DEM-SWD complies with the conditions of the permit. Therefore, based on the current information, the Director proposes to issue a permit.

PROPOSED DETERMINATIONS

1. The General Requirements as stated in Part A of the permit are necessary in preventing pollutants to be discharged with the storm water to the receiving State waters, in addition to the general BMP provisions proposed in the Application.

2. The Reporting Requirements as stated in Part B of the permit are to inform the CH-DEM-SWD of submittal and reporting requirements for compliance with the permit conditions.
3. The BMPs as stated in Part C of the permit are to emphasize pollution prevention measures that are applicable to the construction activities.

ANTI-BACKSLIDING AND ANTIDegradation

The proposed permit meets anti-backsliding requirements because the proposed project is a new facility/construction activity and includes the permit requirements established by the DOH for the discharges of storm water associated with construction activities.

The proposed permit meets Hawaii's anti-degradation policy because it requires the Permittee to apply the best degree of treatment or control to the discharge that will result with the residual soil reaching the receiving body of water from the project site to be of an acceptable level, as provided under HAR, Section 11-54-4(c).

PUBLIC COMMENT AND CONTACT INFORMATION

Persons wishing to comment upon or object to the proposed Draft NPDES in accordance with HAR, Sections 11-55-09(b) and 11-55-09(d), may submit their comments in writing either in person or by mail, to:

Clean Water Branch
Environmental Management Division
Department of Health
2827 Waimano Home Road, Room 225
Pearl City, HI 96782


STATEMENT OF ATTESTATION
FOR INTERNET POSTING

I, Iris Oshiro , Contracts Technician
(Name) (Title)

of the County of Hawaii, Department of Public Works do attest that in
(Agency)

Chapter 103D, HRS compliance with Section 3-122-16, Hawai'i Administrative Rules, the attached procurement notice was posted on the (HANDS) Hawaii Awards & Notices Data System, [<https://hands.ehawaii.gov/hands/>] and the Public Purchase System, [<https://www.publicpurchase.com/>].

on August 27, 2018 .
(Date(s))


(Signature)

August 27, 2018
(Date)

Attached: Procurement notice for
Ocean View Transfer Station and Recycling Center
Job No. SW-4325

Revised: 05/02/2018

View a Solicitation Notice

General Information

| | |
|--------------------------------|--|
| Department Solicitation Number | SW-4325 |
| Jurisdiction | County of Hawaii |
| Department | Hawaii Director of Finance |
| Division | -- |
| Category | Construction |
| Type of Notice | Competitive Sealed Bid (IFB) |
| Solicitation Title | Ocean View Transfer Station and Recycling Center, Ocean View, Kau, Hawaii |
| Solicitation Description | Prospective Bidders and all interested parties interested in accessing the plans, specifications, terms and conditions, proposal, and addenda must be registered as a Public Purchase Vendor, Hawaii Region, and Hawaii County Agency. New Vendors should click on the link to Public Purchase provided on the www.hawaiicounty.gov webpage or go to www.publicpurchase.com to initiate the registration process. Bids shall be submitted via the Public Purchase System. Confidential material shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid |
| Release Date | 08/27/2018 |
| Offer Due Date & Time (HST) | 10/11/2018 02:00 PM |

Interested Vendor List

Include Interested Vendor List: No

Pre-Offer Conference Information

Pre-Offer Conference Information: Yes

Other

| | |
|-------------------|---|
| Islands | Hawaii |
| Comments | -- |
| Files | SW-4325 - Notice to Bidders.pdf |
| Commodity Code(s) | -- |

Buyer Information

| | |
|-------------|--|
| Buyer Name | Iris T H Oshiro |
| Buyer Phone | (808) 961-8937 |
| Buyer Email | iris.oshiro@hawaiicounty.gov |



Specifications Contact Information

| | |
|---------------|--|
| Department | Hawaii Director of Finance |
| Contact Name | Gene Quiamas |
| Contact Phone | (808) 938-5741 |
| Contact Email | Gene.Quiamas@hawaiicounty.gov |

Pre-Offer Conference Information

| | |
|--|---|
| Conference Scheduled | Yes |
| Pre-Offer Conference Date & Time (HST) | 09/12/2018 09:30 AM |
| Address | Department of Environmental Management, 345 Kekuanaoa Street, Suite 41 Hilo, 96720 |
| Additional Information | -- |

History

| Date & Time (HST) | Description | By | |
|---------------------|-----------------------------|-----------------|---|
| 08/27/2018 08:19:33 | Notice information changed. | Iris T H Oshiro |  |
| 08/27/2018 08:19:03 | Notice information changed. | Iris T H Oshiro |  |
| 08/27/2018 08:17:12 | Notice has been created. | Iris T H Oshiro | |



Bid IFB #SW-4325 - Ocean View Transfer Station and Recycling Center, Ocean View, Kau, Hawaii

Bid Type **IFB**
 Bid Number **SW-4325**
 Title **Ocean View Transfer Station and Recycling Center, Ocean View, Kau, Hawaii**
 Start Date **Aug 27, 2018 7:59:36 AM HST**
 End Date **Oct 11, 2018 2:00:00 PM HST**
 Agency **County of Hawaii**
 Department **Public Works**
 Bid Contact **Iris Oshiro**
 (808) 961-8321
 ioshiro@hawaiicounty.gov
 Aupuni Center, 101 Pauahi Street
 Suite 7
 Hilo, HI 96720

Prequalification **All bidders must prequalify before they can respond to this bid.**

Access Reports
 View reports on who has been notified of the bid or accessed it.

Questions
 0 Questions
 0 Unanswered

Plan Holders

Contractors

Edit Bid

Description

NOTICE TO BIDDERS (Chapter 103D HRS)

ELECTRONIC SEALED BIDS for furnishing all tools, equipment, materials and labor necessary for the construction of "OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER," Job No. SW-4325, Ocean View, Kau, Hawaii, will be received and recorded immediately via the Public Purchase System until 2:00 p.m., Hawaii Standard Time on October 11, 2018. Bids shall be submitted via the Public Purchase System, otherwise the bids shall not be opened or considered. Bids received after the time fixed for opening will not be considered.

This project consists of new construction for the Ocean View Transfer Station and Recycling Center in the community of Ocean View in the Kau District. Work includes but is not limited to offsite improvements to Hawaii's Belt Road and onsite improvements for the recycling station.

To be eligible to submit a bid, the Bidder must possess a valid State of Hawaii, General Contractor's license. See Special Notice to Bidders for licensing requirements.

Prospective Bidders and all interested parties interested in accessing the plans, specifications, terms and conditions, proposal, and addenda must be registered as a Public Purchase Vendor, Hawaii's Region, and Hawaii County Agency. New Vendors should click on the link to Public Purchase provided on the website or go to the website to initiate the registration process. Bids shall be submitted via the Public Purchase System. Confidential material shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.

The plans and specifications are also available for examination at the Administration Office, Department of Public Works, Hilo, Hawaii or in the Kona Building Division, Kailua-Kona, Hawaii.

Prospective Bidders must file with the Director of Public Works their "Intent to Bid." The Prospective Bidder's Intent to Bid must be received by the Administration Office, Department of Public Works no later than 4:30 p.m., TEN (10) calendar days prior to the bid opening date. If the tenth day is on a Saturday, Sunday, or a State holiday, the Intent to Bid is due on the next working day following the due date. The Intent to Bid form is available at the Administration Office, Department of Public Works, Phone: (808) 961-8321 and for electronic download at the Public Purchase website.

The original executed and notarized Standard Qualification Questionnaire for Offerors form "SQQO" must be received by the Administration Office, Department of Public Works, no less than FORTY-EIGHT (48) hours prior to the 2:00 p.m. bid opening so it may be evaluated and approved by the County of Hawaii's, Department of Public Works prior to bid opening. Please submit said form to allow for evaluation and approval by our office if such form had not been evaluated, approved and filed within the TWELVE (12) months, if there is any change in your previous responses as they relate to this project, or if additional information is requested. The SQQO form is available in hard copy at the Administration Office, Department of Public Works, Phone: (808) 961-8321 and for electronic download at the Public Purchase website.

A pre-bid conference will be held on September 12, 2018, at 9:30 am at the Department of Environmental Management, 345 Kekuaanaa Street, Suite 41, Hilo, Hawaii, 96720. Subcontractors and union representatives are invited, but not required to attend. The conference is to provide bidders/offers with an opportunity to ask questions about the contractual requirements and all technical aspects of the project. A site visit will follow the pre-bid conference for bidders desiring to visit the site as part of the pre-bid meeting. Project site is not gated and Bidders can visit the site to suit their schedule. Due to the nature of this project, all prospective bidders/offers are strongly encouraged to attend the pre-bid conference and site visit.

The bid opening and pre-bid meeting(s) required for this project (if any, as set forth above) are scheduled at venues that are accessible to persons with disabilities. To request an auxiliary aid or for language interpretation services, please contact the Department of Public Works at (808) 961-8321 no less than five (5) working days prior to the established meeting date(s).

The Director of Public Works reserves the right to reject any or all bids to waive informalities. No Bidder may withdraw its bid after the hour set for the opening thereof or before the award of the contract, unless said award is delayed for a period exceeding ninety (90) consecutive calendar days.

County of Hawaii is an Equal Opportunity Provider and Employer.

Allen G. Smeon, P.E., Director
 Department of Public Works
 County of Hawaii

State of Hawaii ~ Hawaii's Awards & Notices Data System (HANDS)
 Public Purchase, Electronic Procurement System
 Publication Date: August 27, 2018

THE PROPOSAL MUST BE DOWNLOADED, COMPLETED, SIGNED, AND UPLOADED WITH YOUR BID SUBMISSION.

Pre-Bid Conference

Date **Sep 12, 2018 9:30:00 AM HST**
 Location **Department of Environmental Management, 345 Kekuaanaa Street, Suite 41, Hilo, Hawaii 96720**

Items Details

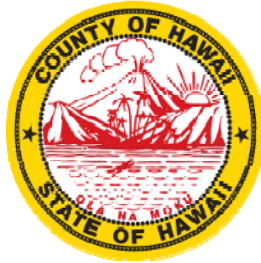
| | | | |
|----|--|--------|----|
| 1 | Mobilization and Demobilization (Maximum allowed is 10% of all Basic Bid items excluding this Bid item) | 1 | LS |
| 2 | Project Advisory Signs | 2 | ea |
| 3 | Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | 1 | LS |
| 4 | Repair of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls as a result of weather related events | 10,000 | FA |
| 5 | Traffic Control/Flaggers | 1 | LS |
| 6 | Clear and Grub | 1 | LS |
| 7 | Remove / Relocate Signs | 16 | ea |
| 8 | AC Pavement Sawcut and Remove (removes striping/incidental) | 1 | LS |
| 9 | Roadway Excavation | 1,710 | CY |
| 10 | Roadway Embankment (Compaction per State DOT Requirements Incidental) | 464 | CY |

<< Prev 1 2 3 Next >>

Documents

| | | |
|------------------------------------|-----|--|
| Acceptance/Approval | Yes | |
| Bid Bond Response Information Form | Yes | |
| Checklist for Bidder's Information | Yes | |
| Checklist for Bidder's Information | Yes | |
| Checklist for Bidder's Information | Yes | |
| Checklist for Bidder's Information | Yes | |
| Checklist for Bidder's Information | No | |
| Checklist for Bidder's Information | No | |

COUNTY OF HAWAI‘I
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE DIVISION



PROPOSAL AND SPECIFICATIONS

FOR

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER

JOB NO. SW-4325

OCEAN VIEW, KA‘Ū, HAWAI‘I
COUNTY AND STATE OF HAWAI‘I

August 2018

Page left intentionally blank...

TABLE OF CONTENTS

| | <u>PAGES</u> |
|--|---------------------|
| NOTICE TO BIDDERS | 1 - 3 |
| SPECIAL NOTICE TO BIDDERS | 1 - 3 |
| PROPOSAL | 1 - 15 |
| HAWAII PRODUCTS PREFERENCE | 1 |
| STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (September 1986, Not physically included but made a part of these Specifications by reference; copies are available at the Department of Public Works) | |
| GENERAL REQUIREMENTS AND COVENANTS (July, 1972) (Not physically included but made a part of these Specifications by reference; copies are available at the Department of Public Works) | |
| STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2005) (Not physically included but made a part of these Specifications by reference) | |
| PERFORMANCE BOND | 1 - 2 |
| PAYMENT BOND | 1 - 2 |
| MINIMUM WAGE SCHEDULE | 1 - 24 |
| <u>PART II - SPECIAL PROVISIONS</u> | 1 - 22 |
| <u>DIVISION 100 – GENERAL PROVISIONS</u> | <u>PAGES</u> |
| SECTION 101 TERMS, ABBREVIATIONS, AND DEFINITIONS | 1 |
| SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS | 1 - 7 |
| SECTION 103 AWARD AND EXECUTION OF CONTRACT | 1 - 5 |
| SECTION 104 SCOPE OF WORK | 1 - 2 |
| SECTION 105 CONTROL OF WORK | 1 - 4 |
| SECTION 106 MATERIAL RESTRICTIONS AND REQUIREMENTS | 1 - 2 |
| SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC | 1 - 3 |
| SECTION 108 PROSECUTION AND PROGRESS | 1 - 6 |
| SECTION 109 MEASUREMENT AND PAYMENT | 1 - 4 |
| <u>DIVISION 200 – EARTHWORK</u> | |
| SECTION 201 CLEARING AND GRUBBING | 1 |
| SECTION 203 EXCAVATION AND EMBANKMENT | 1 |

| | | |
|---|---|-----------|
| SECTION 209 | TEMPORARY WATER POLLUTION, DUST, AND EROSION CONTROL | 1 - 29 |
| <u>DIVISION 300 - BASES</u> | | |
| SECTION 301 | HOT MIX ASPHALT BASE COURSE | 1 - 2 |
| SECTION 304 | AGGREGATE BASE COURSE | 1 - 2 |
| <u>DIVISION 400 - PAVEMENTS</u> | | |
| SECTION 401 | HOT MIX ASPHALT (HMA) PAVEMENT | 1 - 4 |
| SECTION 415 | COLD PLANING OF EXISTING PAVEMENT | 1 |
| <u>DIVISION 500 - STRUCTURES</u> | | NOT USED |
| <u>DIVISION 600 – MISCELLANEOUS CONSTRUCTION</u> | | |
| SECTION 602 | REINFORCING STEEL | 1 |
| SECTION 629 | PAVEMENT MARKINGS | 1 |
| SECTION 630 | TRAFFIC CONTROL GUIDE SIGNS | 1 |
| SECTION 631 | TRAFFIC CONTROL, REGULATORY, WARNING, AND MISCELLANEOUS SIGNS | 1 |
| SECTION 699 | MOBILIZATION | 1 |
| <u>DIVISION 700 – MATERIALS</u> | | |
| SECTION 750 | TRAFFIC CONTROL SIGN AND MARKER MATERIALS | 1 - 2 |
| SECTION 755 | PAVEMENT MARKING MATERIALS | 1 |
| <u>DRAWINGS</u> | | 17 sheets |

NOTICE TO BIDDERS
(Chapter 103D, HRS)

ELECTRONIC SEALED BIDS for furnishing all tools, equipment, materials and labor necessary for the construction of "OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER," Job No.SW-4325, Ocean View, Ka'ū, Hawai'i, will be received and recorded immediately via the Public Purchase System until 2:00 p.m., Hawai'i Standard Time on October 11, 2018. Bids shall be submitted via the Public Purchase System, otherwise the bids shall not be opened or considered. Bids received after the time fixed for opening will not be considered.

This project consists of new construction for the Ocean View Transfer Station and Recycling Center in the community of Ocean View in the Ka'ū District. Work includes but is not limited to offsite improvements to Hawai'i Belt Road and onsite improvements for the recycling station.

To be eligible to submit a bid, the Bidder must possess a valid State of Hawai'i, General Contractor's license. See Special Notice to Bidders for licensing requirements.

Prospective Bidders and all interested parties interested in accessing the plans, specifications, terms and conditions, proposal, and addenda must be registered as a Public Purchase Vendor, Hawai'i Region, and Hawai'i County Agency. New Vendors should click on the link to Public Purchase provided on the www.hawaiicounty.gov webpage or go to www.publicpurchase.com to initiate the registration process. Bids shall be submitted via the Public Purchase System. Confidential material shall be readily separable from the bid in order to facilitate public inspection of the nonconfidential portion of the bid.

The plans and specifications are also available for examination at the Administration Office, Department of Public Works, Hilo, Hawai'i or in the Kona Building Division, Kailua-Kona, Hawai'i.

Prospective Bidders must file with the Director of Public Works their "Intent to Bid." The Prospective Bidder's Intent to Bid must be received by the Administration Office, Department of Public Works no later than 4:30 p.m., TEN (10) calendar days prior to the bid opening date. If the tenth day is on a Saturday, Sunday, or a State holiday, the Intent to Bid is due on the next working day following the due date. The Intent to Bid form is available at the Administration Office, Department of Public Works, Phone: (808) 961-8321 and for electronic download at the Public Purchase website: www.publicpurchase.com.

The original executed and notarized Standard Qualification Questionnaire for Offerors form "SQQO" must be received by the Administration Office, Department of Public Works, no less than FORTY-EIGHT (48) hours prior to the 2:00 p.m. bid opening so it may be evaluated and approved by the County of Hawai'i, Department of Public Works prior to bid opening. Please submit said form to allow for evaluation and approval by our office if such form had not been evaluated, approved and filed within the TWELVE (12) months, if there is any change in your previous responses as they relate to this project, or if additional information is requested. The SQQO form is available in hard copy at the Administration Office, Department of Public Works, Phone: (808) 961-8321 and for electronic download at the Public Purchase website: www.publicpurchase.com.

A pre-bid conference will be held on September 12, 2018, at 9:30 am at the Department of Environmental Management, 345 Kekuanaoa Street, Suite 41, Hilo, Hawai'i, 96720. Subcontractors and union representatives are invited, but not required to attend. The conference is to provide bidders/offerors with an opportunity to ask questions about the contractual requirements and all technical aspects of the project. A site visit will follow the pre-bid conference for bidders desiring to visit the site as part of the pre-bid meeting. Project site is not gated and Bidders can visit the site to suit their schedule. Due to the nature of this project, all prospective bidders/offerors are strongly encouraged to attend the pre-bid conference and site visit.

The bid opening and pre-bid meeting(s) required for this project (if any, as set forth above) are scheduled at venues that are accessible to persons with disabilities. To request an auxiliary aid or for language interpretation services, please contact the Department of Public Works at (808) 961-8321 no less than five (5) working days prior to the established meeting date(s).

The Director of Public Works reserves the right to reject any or all bids to waive informalities. No Bidder may withdraw its bid after the hour set for the opening thereof or before the award of the contract, unless said award is delayed for a period exceeding ninety (90) consecutive calendar days.

County of Hawai'i is an Equal Opportunity Provider and Employer.

A handwritten signature in black ink, appearing to read 'AS', is positioned above a horizontal line.

Allan G. Simeon, P.E., Director
Department of Public Works
County of Hawai'i

State of Hawai'i ~ Hawai'i Awards & Notices Data System (HANDS)
Public Purchase, Electronic Procurement System
Publication Date: August 27, 2018

Page left intentionally blank...

SPECIAL NOTICE TO BIDDERS

“Reminder Note: “A” general engineering contractors and “B” general building contractors are reminded that due to the Hawai‘i Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, which would require the general contractor to act as a specialty contractor in any area where the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on a “A” or “B” project (See, HRS § 444-7 for the definitions of an “A” and “B” project.), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license (An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32.). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of this project and determine the appropriate licenses that are required to complete the project.”

Bidders must possess a valid **State of Hawai‘i “A” General Engineering license** and the specialty licenses included in the attached “Minimum Contractor Licensing Requirements for Project” have been determined by the County to be required.

1. Contractor Licensing requirements for the project will be discussed during the Pre-Bid Meeting for the project on the date and time established by the Notice to Bidders.
 - a. Anyone who disagrees with the “Minimum Contractor Licensing Requirements for Project” shall raise objections during the Pre-Bid Meeting or submit written comments no later than ten (10) consecutive calendar days prior to bid opening.
2. Failure to list Sub-contractors having valid licenses in accordance with the “Minimum Contractor Licensing Requirements for Project” will result in automatic disqualification of the bid as a non-responsive bid.
3. The “1% Rule” as it is commonly referred to regarding work requiring specialty licenses is a discretionary waiver mechanism and is not grounds for an automatic waiver. The County has no intention of granting discretionary waivers for bids failing to list Sub-contractors in accordance with the “Minimum Contractor Licensing Requirements for Project”.

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
JOB NO. SW-4325
MINIMUM CONTRACTOR LICENSING REQUIREMENTS FOR PROJECT

Reference: (a) HAR Title 16, Chapter 77, Contractors
(b) Okada Trucking Ruling

| License | Description | Comment/Remarks |
|---------|---|-----------------|
| C-3 | Asphalt paving and surfacing contractor | |
| C-14 | Sign contractor | |
| C-17 | Excavating, grading and trenching contractor | |
| C-31 | Masonry contractor | |
| C-31a | Cement concrete contractor | |
| C-32 | Ornamental, guardrail, and fencing contractor | |
| C-41 | Reinforcing steel contractor | |

Notes:

1. The above list provides the minimum Contractor licensing requirements for the project and reflects the County's current understanding of the relevant licensing requirements. As per the Special Notice to Bidders it is the sole responsibility of the contractor to review the requirements of the project and determine the appropriate licenses that are required to complete the project and to determine if additional specialty licenses will be required for performance of the work.
2. The Contractor is advised that any disagreements with the above listing regarding Contractor Licensing Requirements required for the performance of the work to complete this project shall be made during the Pre-Bid Meeting or by submitting written comments no later than ten (10) consecutive calendar days prior to bid opening.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawai'i business"; **or**
 - b. Be registered to do business in the State, hereinafter referred to as a "compliant non-Hawai'i business."

Refer to the Award of Contract provision herein for instructions on how to comply with the above requirements.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS
PROHIBITED, PURSUANT TO HAWAI'I REVISED STATUTES (HRS) §11-355

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

HAWAI'I REVISED STATUTES, CHAPTER 103B - EMPLOYMENT OF STATE
RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS, AS AMENDED

HRS Chapter 103B, unless its application is in conflict with any federal law or will disqualify the County from receiving federal funds or aid, shall apply to this contract. It requires the Contractor and applicable subcontractor(s) to perform its contract with a workforce of which not less than eighty percent (80%) are Hawai'i residents. Reference Special Provisions 7.1(p) for related project specific requirements

HAWAI'I REVISED STATUTES, SECTION 103-55.6, PREFERENCE FOR BIDDERS IN
APPRENTICESHIP PROGRAMS

The preference for bidders in apprenticeship programs (reference Special Provisions Section 7.1, Subsection (o) and Item 10, Section (B) shall apply to this project if the estimated cost is \$250,000.00 or more, unless it is in conflict with any federal Law or if it would disqualify any county agency from receiving federal funds or aid.

CODE OF ETHICS

If you are an officer or employee of the County of Hawai'i, or a business in which an officer or employee or officer or employee's immediate family has a controlling interest, the provisions of Hawai'i County Code §2-83(c) must be complied with before a contract for goods or services may be entered into with any County agency.

Revised: August 9, 2018

Page left intentionally blank...

PROPOSAL

FOR

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
OCEAN VIEW, KA'Ū, HAWAI'I
COUNTY AND STATE OF HAWAI'I

JOB NO. SW-4325

The Honorable Harry Kim, Mayor
County of Hawai'i
Hilo, Hawai'i

Sir:

The undersigned Bidder hereby proposes to furnish and pay for all materials, tools, transportation, equipment, labor and other incidental work necessary to construct and complete in place the "OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER," Job No. SW-4325, Ocean View, Ka'ū, Hawai'i, together with equipment and all necessary appurtenances and work incidental thereto in accordance with the true intent and meaning of the plans, Notice to Bidders, Special Notice to Bidders, Proposal, Wage Rate Schedule, General Specifications, and Detail Specifications, made a part of these specifications; Standard Specifications for Public Works Construction (September, 1986), General Requirements and Covenants (July, 1972), and the applicable portions of the Hawai'i Standard Specifications for Road and Bridge Construction, 2005 edition, made a part of these specifications by reference; and any other form of pertinent proposed contract documents which have been attached herein and hereby made a part of the project specifications and contract documents, which are on file in the Administration Office, Department of Public Works, City of Hilo, County and State of Hawai'i, for the Total Basic Bid of:

_____ DOLLARS (\$_____)

The Bidder agrees to complete work within the time periods specified below including the date of commencement as specified in a written order by the Director, Department of Public Works, County of Hawai'i.

Basic Bid 180 Consecutive Calendar Days from NTP

In order that the Contractor may be awarded within the available funds, each Bidder must and is required to complete this proposal with the following additive alternate bids:

Additive Onsite Improvements, add the Total Lump Sum Bid of:

DOLLARS (\$_____).

The Bidder agrees to complete the same within Zero (0) consecutive calendar day in addition to the Basic Bid.

Additive Alternate No. 1 to Onsite Improvements, add the Total Lump Sum Bid of:

DOLLARS (\$_____).

The Bidder agrees to complete the same within Zero (0) consecutive calendar day in addition to the Basic Bid.

It is understood that the award of the contract shall be based on the lowest Basic Bid or combination of Basic Bid and any Additive or Additive Alternate Bid(s) if the Basic Bid does not exceed available funds.

It is understood that any Additive or Additive Alternate Bid Items not incorporated in the Contract will be added to the contract via a formal Field Order or Change Order.

PROPOSAL SCHEDULE

OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER OCEAN VIEW, KA‘Ū, HAWAI‘I COUNTY AND STATE OF HAWAI‘I

| <u>BASIC BID: OFF SITE IMPROVEMENTS</u> | | | | | |
|--|-----------|------|--|----------------|-------------|
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | Amount Bid |
| 1 | 1 | LS | Mobilization and Demobilization (Maximum allowed is 10% of all Basic Bid Items excluding this Bid Item) | Lump Sum | \$ |
| 2 | 2 | EA | Project Advisory Signs | \$ | \$ |
| 3 | 1 | LS | Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum | \$ |
| 4 | 1 | FA | Repair of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls as a result of weather related events | Force Account | \$10,000.00 |
| 5 | 1 | LS | Traffic Control/Flaggers | Lump Sum | \$ |
| 6 | 1 | LS | Clear and Grub | Lump Sum | \$ |
| 7 | 16 | EA | Remove / Relocate Signs | \$ | \$ |
| 8 | 1 | LS | AC Pavement Sawcut and Remove (removes striping/incidental) | Lump Sum | \$ |
| 9 | 1,710 | CY | Roadway Excavation | \$ | \$ |
| 10 | 464 | CY | Roadway Embankment (Compaction per State DOT Requirements Incidental) | \$ | \$ |
| 11 | 1,294 | SY | Hot Mix Asphalt Base Course (12" thick under highway travel lanes) | \$ | \$ |
| 12 | 1,400 | SY | Hot Mix Asphalt Base Course (8" thick under highway shoulders) | \$ | \$ |
| 13 | 176 | SY | Aggregate Base Course (6" thick under driveway outside of State R/W; Compaction per State DOT Requirements Incidental) | \$ | \$ |

| 14 | 1 | LS | Asphalt Concrete Pavement, Mix No. IV, Including Overlay (Cold Planing Incidental) | Lump Sum | | \$ |
|---|-----------|------|---|----------------|--|-------------|
| 15 | 1 | LS | Asphalt Compaction Testing by Hawai'i Certified Independent Testing Laboratory (Test performed a minimum of every 200 linear feet of roadway/driveways) | Lump Sum | | \$ |
| 16 | 1 | LS | Striping & Signage | Lump Sum | | \$ |
| 17 | 1 | LS | Guardrail | Lump Sum | | \$ |
| | | | TOTAL BASIC BID | \$ | | |
| | | | | | | |
| <u>ADDITIVE: ONSITE IMPROVEMENTS</u> | | | | | | |
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | | Amount Bid |
| B1 | 1 | LS | Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum | | \$ |
| B2 | 1 | LS | Clear and Grub | Lump Sum | | \$ |
| B3 | 2,696 | CY | Grading: Excavation | \$ | | \$ |
| B4 | 2,517 | CY | Grading: Embankment | \$ | | \$ |
| B5 | 1 | LS | Gravel Area | Lump Sum | | \$ |
| B6 | 1 | LS | Concrete Pad | Lump Sum | | \$ |
| B7 | 1 | LS | Retention Basin | Lump Sum | | \$ |
| B8 | 1 | LS | Chain Link Fencing & Gate | Lump Sum | | \$ |
| B9 | 1 | LS | Facility Identification Sign | Lump Sum | | \$ |
| B10 | 1 | FA | Facility Signage | Force Account | | \$10,000.00 |
| | | | TOTAL ADDITIVE ONSITE IMPROVEMENTS | \$ | | |

| <u>ADDITIVE 1: TO ONSITE IMPROVEMENTS</u> | | | | | | |
|--|-----------|------|--|----------------|--|------------|
| Item No. | Est. Qty. | Unit | Description | Unit Bid Price | | Amount Bid |
| C1 | 1 | LS | AC Pave in lieu of Gravel | Lump Sum | | \$ |
| C2 | 1 | LS | Delete Retention Basin & Add Shallow Drywell | Lump Sum | | \$ |
| | | | TOTAL ADDITIVE ALTERNATE 1 | \$ | | |

Clarifications to Proposal Schedule:

1. All required and necessary items which there are no specific pay items shall be considered as incidental work for a complete project. Costs for all required and necessary items shall be considered incidental and included in the bid prices of the various pay items provided within the proposal schedule. Refer to Section 01270.

The Director also reserves the right, during construction, to decrease or increase the scope of work, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

It is also understood and agreed that the quantities for any item on which a Lump Sum bid is required in this proposal are approximate only and that payment will be made only for the item in place complete, regardless of the amount of material, equipment and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the Plans and Specifications. No guaranty is given that the quantities in the Lump Sum items are more than approximately correct as the quantities shown distributed in the Lump Sum items are given only for the purpose of making monthly estimates. The Bidder and/or Contractor shall verify these quantities in any manner it deems necessary or expedient.

It is also understood and agreed that the estimated quantities shown for items for which a Unit Price is asked in this Proposal are only for the purpose of comparing on a uniform basis, bids offered for the work under this Contract, and the undersigned agrees that it is satisfied with and will at no time dispute said estimated quantities as a means of comparing the bids. It is

understood and agreed that it will make no claims for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. On Unit Price bids, payment will be made only for the actual number of units accepted and incorporated in the finished product at the Unit Price bid.

It is also understood and agreed that if the product of the Unit Price bid by the number of units does not equal the total amount named by the Bidder for any item, it will be assumed that the error was made in computing the total amount and for the purpose of computing the lowest Bidder, the named Unit Price alone will be considered as representing the Bidder's intention and the total amount bid on such item shall be considered at the amount arrived by multiplying the Unit Price by the number of Units.

It is understood and agreed that the Director reserves the right to increase or decrease the quantities given in the Proposal in order that the award may be made within the funds allocated for this project.

It is understood and agreed that the liquidated damages shall be as set forth in the Requirements and Covenants of the County of Hawai'i (July, 1972) as amended per Special Provisions and determined for this Project to be as follows:

| | |
|------------|--------------------------|
| Basic Bid: | \$1,000 per calendar day |
|------------|--------------------------|

It is also understood and agreed that the Director reserves the right to accept or reject any and all bids and to waive any and all defects and informalities, when in his opinion, such rejection or waiver will be for the best interest of the County of Hawai'i.

It is also understood and agreed that the award of the contract hereunder shall be conditioned upon the Director having the right to hold all bids for a period of ninety (90) consecutive calendar days from the opening hereunder unless otherwise required by law, during which time no bid may be withdrawn.

The Bidder hereby agrees that if it is awarded this contract, it will enter into and execute the same within ten (10) days from the date of notice to award and furnish a bond in the amount and character required within the time specified by the specifications Section 103D-324, Hawai'i Revised Statutes.

The Bidder represents that it () has, () has not, participated in a previous contract or subcontract subject to the Equal Employment Opportunity Clause of Executive Order 11246 of September 24, 1965, as amended October 31, 1967; that it () has, () has not, filed all required compliance reports; that it () has, () has not, an affirmative action program on equal employment opportunity; that it will, if required, furnish a written Affirmative Action Program; and that representations including submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to the contract awards.

The Bidder further represents that it will, if required submit and require proposed subcontractors to submit a compliance report prior to the award of the contract or subcontract and a written Affirmative Action Program, if required, within a specified time after award.

The Bidder further agrees that if awarded the contract and if it FAILS to enter into and execute the contract and furnish the required bond within the specified time, the county may determine the bidder has abandoned the contract and thereupon forfeiture of the security accompanying his proposal shall operate and the same become property of the County of Hawai'i.

The Bidder further understands and agrees that by submitting this proposal, 1) it is declaring his/her proposal is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) it is certifying that the price(s) submitted was/were independently arrived at without collusion.

Substitution of Retainage. Pursuant to Section 103-32.2, Hawai‘i Revised Statutes, the contracting officer may enter into agreement with the Contractor which will allow the Contractor to withdraw from time to time the whole or any portion of the sum retained under Section 103-32.1 upon depositing with the contracting officer any general obligation bond of the State of Hawai‘i or counties of Hawai‘i, Maui, Kauai or City and County of Honolulu with a market value of not less than the sum to be withdrawn. A certificate of market value from a bank or trust company or stock brokerage firm must be submitted with the bond. If registered bonds are used, they must be assigned irrevocably to the County of Hawai‘i.

BID SECURITY REQUIREMENTS:

- a. The Offeror is required to upload a PDF copy of the bid security as a required element of this solicitation. The Public Purchase option of mailing in the bid security is **not allowed**.
- b. The offeror must submit the original bid security **within five (5) working days from the notification of intent to award**. If the offeror fails to comply with this requirement, the procurement officer has the option to reject the electronically submitted offer. (HAR 3-122-9[d])

Bid Security Provided (check one):

- ☐ Legal Tender
- ☐ Certificate of Deposit
- ☐ Certified Check
- ☐ Surety Bond (according to Section 103D-323, Hawai‘i Revised Statutes and Chapter 3-122, Subchapter 24, Hawai‘i Administrative Rules.)

for the sum of _____
_____ DOLLARS (\$ _____)

being not less than the sum required under Section 103D-323, Hawai‘i Revised Statutes and Chapter 3-122, Subchapter 24, Hawai‘i Administrative Rules, payable to County of Hawai‘i, Director of Finance.

The Bidder represents: **(Check ✓ one only)**

- ☐ A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i; **OR**
- ☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i, Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.

State of incorporation: _____

Bidder is:

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

Federal I.D. No.: _____

Hawai'i General Excise Tax License I.D. No.: _____

Business street address: _____

City, State, Zip Code: _____

Payment address (if different than business street address above): _____

Telephone No. _____

Facsimile No. _____

Email Address _____

Date: _____

Respectfully submitted,

Authorized (Original) Signature of Bidder

Print Name

Print Title**

Exact Legal Name of Company (Bidder)*

(SEAL)

*If Bidder 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:

** Please attach to this page evidence of the authority of this officer to submit bid on behalf of the company, giving also his address and the names and addresses of the Vice-President and Secretary.

NOTE: Fill in all blank spaces with the information asked for or bid may be invalidated.
Reference is made to Article 2.7 (Preparation of Proposal) of the General Requirements and Covenants (July, 1972) and as amended by Special Provisions

LISTING OF RESPONSIBLE ENTITIES

In compliance with the provisions of Chapter 103D-302, HRS, and Chapter 3-122-21, Subchapter 5, Hawai'i Administrative Rules, the Bidder shall record hereinafter the names of each person or firm to be engaged by the Bidder as a joint contractor or subcontractor in the performance of the public work construction contract.

In order for the County to ensure the Bidder's compliance with the Hawai'i Supreme Court's January 28, 2002 decision in *Okada Trucking Co., Ltd. V. Board of Water Supply, et. al.*, 97 Haw. 450 (2002), the Bidder shall record hereinafter the names of each joint contractor, subcontractor, lower tier subcontractor or other entity that it intends to perform work on this Project.

In order for the County to determine the Bidder's responsiveness and responsibility, the Bidder shall provide the corresponding contractor license identification number issued by the State and describe the nature and scope of the work to be performed by each entity listed. Where work is to be performed by the Prime Contractor (Bidder) it shall list itself accordingly as the responsible entity.

Bids that do not comply with the requirements may be rejected at Director's discretion. Reference the Special Notice to Bidders for additional instructions and guidance.

[illegible]

HAWAI'I APPRENTICESHIP PREFERENCE

Section 103-55.6, Hawai'i Revised Statutes, as enacted by S.B. 19, Act 17, SLH 2009, provides for a Hawai'i Apprenticeship Preference for public works construction projects with estimated values of \$250,000.00 or greater. The preference shall be in the form of a five percent (5%) bid adjustment applied to the Bidder's bid amount.

Any Bidder seeking the Hawai'i Apprenticeship Preference for the purpose of this bid shall:

- (1) be a party to an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR) at the time of its bid for each apprenticeable trade the Bidder will employ to construct the public works project for which the bid is made; and
- (2) completely fill-in the Schedule of Project Apprenticeship Trades attached here to attesting to the trades the Bidder will employ to perform the work; and
- (3) for each apprenticeable trade the Bidder will employ for this project, submit with its bid fully executed and authorized CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (FORM 1) form(s) issued by the DLIR verifying participation in apprenticeship program(s) registered with DLIR; and
- (4) fully execute the certification below.

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

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

Upon successful verification of the Bidder's executed Form I documents submitted with its bid, the Director will apply the Hawai'i Apprenticeship Preference and decrease the Bidder's total bid amount by five percent (5%) for evaluation purposes only. The Hawai'i Apprenticeship Preference will apply in conjunction with other statutory preferences (i.e., Hawai'i Products Preference).

While preference for Hawai'i Apprenticeship will be taken into consideration to determine the low bidder, the contract awarded shall be in the amount of the bid, exclusive of any preferences.

Upon applying for the Hawai'i Apprenticeship Preference, the Contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in the relevant apprenticeship program for each trade it employs. Said monthly certification shall be made on MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (FORM 2) form issued by the DLIR. Failure or refusal of the contractor to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the contractor employs, the contractor will be subject to the sanctions afforded by law, as determined by the Director.

This preference shall not apply if it will be in conflict with any Federal Law or if it would disqualify any County Agency from receiving federal funds or aid. FORM 1 and FORM 2 (referenced above) and the List of Construction Trades in Registered Apprenticeship Program and the List of Persons Authorized to Certify Contractor Participation in Apprenticeship Programs (Act 17) are available on DLIR's Workforce Development Division's website at: <http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/>

I do hereby attest that it is our intention to apply for the Hawai'i Apprenticeship Preference, that we satisfy all of the requirements to qualify for the preference, and that we shall comply with all applicable requirements conferred upon us by receiving this preference for the duration of the contract; and

I do hereby state that all of the information provided in the attached Schedule of Project Apprenticeship Trades is true and accurate:

Name: _____

Its: _____

Signed: _____

Date: _____

| SCHEDULE OF PROJECT APPRENTICESHIP TRADES | | |
|---|---|-----------|
| APPRENTICEABLE TRADES (as of 11/09/2017) Refer to : http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/ | Bidder intends to employ a person or persons of the following trades in the performance of this project: (Initial below accordingly) | |
| | YES | NO |
| Boilermaker | | |
| Bricklayer-Mason | | |
| Carpenter | | |
| Cement Finisher | | |
| Construction Craft Laborer | | |
| Construction Equipment Operator | | |
| Drywall, Acoustic and Lather Installer | | |
| Electrical Wireperson | | |
| Electrician | | |
| (Electrician) Wireperson | | |
| Elevator Constructor | | |
| Fire Sprinkler Fitter | | |
| Floor Layer | | |
| Glazier | | |
| Hazardous Waste Material Technician | | |
| Heat and Frost Insulator | | |
| Heavy Duty Repairman and Welder | | |
| Ironworker Shop Fabricator/Welder | | |
| Ironworker (Reinforcing) | | |

~continued on next page~

| SCHEDULE OF PROJECT APPRENTICESHIP TRADES (cont'd) | | |
|---|---|-----------|
| APPRENTICEABLE TRADES (as of 11/09/2017) Refer to : http://labor.hawaii.gov/wdd/home/employers/apprenticeship/resources/ | Bidder intends to employ a person or persons of the following trades in the performance of this project: (Initial below accordingly) | |
| | YES | NO |
| Ironworker (Structural) | | |
| Landscape and Irrigation Laborer | | |
| Painter | | |
| Paving Equipment Operator | | |
| Plasterer | | |
| Plumber | | |
| Pointer-Caulker-Weatherproofer | | |
| Refrigeration Air-Conditioning | | |
| Roofer | | |
| Sheet Metal Worker | | |
| Steamfitter/Welder | | |
| Stone Mason | | |
| Taper | | |
| Telecommunication/CATV Installer Technician | | |
| Tile Setter | | |
| Truck Operator and Driver | | |

NOTE: The above listed trades are provided for the convenience of the Bidder and are based on the information available as of the date noted in the schedule's header. It shall be the Bidders responsibility to add, delete or appropriately amend the list to reflect the apprenticeable trades recognized by the State Department of Labor and Industrial Relations at the time Bidder's bid is made. Blank rows are provided in the above for this purpose.

HAWAI'I PRODUCT PREFERENCE

In accordance with Section 103D-1002, Hawai'i Revised Statutes, the Hawai'i Products Preference is applicable to this bid. Hawai'i products may be available for certain work required for construction of this project. The Hawai'i products list is available on the State Procurement Office's ("SPO") website at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/>. For further information about the manufacturer(s), click on the manufacturer(s) that is/are listed.

Bidders' attention is directed to the Special Provisions, Section 10 (Preferences), Subsection A (Preference for Hawai'i Products).

Bidders intending to include in their bids products that are NOT on the State Procurement Office's Hawai'i Products List ("HPL") are directed to the section of these specifications titled "NOTICE TO PROVIDERS AND PROSPECTIVE PROVIDERS OF HAWAI'I PRODUCTS."

Determination of the low bidder will be based on the preference in effect at the time of bid opening. As of October 1, 2010, a ten percent (10%) preference is established for Class I Hawai'i products (provided that Hawai'i input exceeds 50%) and a fifteen percent (15%) preference is established for Class II Hawai'i products. The total bid, taking this preference into consideration and providing for additional bid criteria or preferences applicable to the project, shall be utilized in determining the apparent low bidder on the project. However, the contract amount shall be the amount of the bid offered exclusive of the preference.

Bidders shall completely fill-in the following SCHEDULE OF HAWAI'I PRODUCT PREFERENCE CLAIMS in accordance with the following instructions:

1. "Cost" shall be the total cost of furnishing the Hawai'i product F.O.B. jobsite, unloaded, including applicable general excise tax and use taxes.
2. "Credit" shall be the quotient of the "Cost" and "%" values for each Hawai'i product on this schedule. Where necessary, round up to the nearest penny.
3. Meanings of all other terms appearing on the Schedule shall be consistent with the SPO's HPL.
4. Fill-in all information neatly, legibly and completely. Abbreviations are acceptable provided no ambiguity is created by their use.

Bidders may copy the attached schedule and attach additional sheets as necessary.

The Director reserves the right to disqualify individual line item preferences claimed by the Bidder on the attached schedule due to use of non-certified Hawai'i products; provision of inaccurate or incomplete information; or any other inconsistency or omission that may affect the award of the contract. The Bidder will be notified by the Director of any such disqualifications prior to award.

| SCHEDULE OF HAWAII PRODUCT PREFERENCE CLAIMS | | | | | | | | | |
|--|-----------------|--------------|-----------------------|----------|------|----------|------------|----------------|--|
| CERTIFIED HAWAII PRODUCT | | | | | | | PREFERENCE | | |
| Product Category | Class (I or II) | Manufacturer | Product & Description | Quantity | Unit | Cost (A) | % (B) | Credit (A x B) | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| | | | | | | \$ _____ | _____ | \$ _____ | |
| TOTAL: | | | | | | | | \$ _____ | |

Page left intentionally blank...

NOTICE TO PROVIDERS AND PROSPECTIVE PROVIDERS OF HAWAII PRODUCTS

In accordance with Section 103D-1002, Hawaii Revised Statutes, the Hawaii Products Preference is applicable to this bid. Hawaii products may be available for certain work required for construction of this project. The Hawaii products list is available on the State Procurement Office's ("SPO") website at <http://spo.hawaii.gov/for-vendors/hawaii-product-preferences/>. For further information about the manufacturer(s), click on the manufacturer(s) that is/are listed.

Any offeror desiring a Hawaii product preference for a product not on the SPO's list shall submit an original, completed form SPO-38, *Certification for Hawaii Product Preference* to the Director, Department of Public Works, County of Hawaii specifically for this project:

NO LATER THAN October 01, 2018

Certification application form SPO-38, *Certification for Hawaii Product Preference* is available from the SPO's website at <http://spo.hawaii.gov/form-a/spo-038/>. Please note that the link provided for the form may have a 'revised date' included in the title; use the latest version.

Form SPO-38 shall be completed, signed and submitted by the company that is producing or manufacturing the product in Hawaii and one form shall be submitted for each individual product – no exceptions. Certification applications received after the date stated above will NOT be considered; incomplete or inaccurate forms shall be rejected.

The Director shall review all submitted applications for *Certification for Hawaii Product Preference* and determine, at his sole discretion, if the product qualifies for the preference. The Director may request additional information deemed necessary to render said determination and it shall be the offeror's responsibility to provide such in a timely manner. Failure to adequately provide sufficient information in a timely manner prior to the bid shall result in rejection of the product.

The Director will issue an addendum upon certification of any Hawaii products for this Bid. The Director will also notify the SPO of the approved *Certification for Hawaii Product Preference* for inclusion on its Hawaii Products List. If a product is disapproved by the Director, he will notify the offeror in writing of his determination.

The provider of any certified Hawaii Product is solely responsible to notify the Director of any change(s) in the availability of its product(s). The Director shall then notify the SPO of any such changes for amendment of the Hawaii Product List, if applicable.

All information submitted in the Certification for Hawaii Product Preference form shall be treated as confidential.

The SPO is responsible to reestablish and maintain the Hawaii Products List on its website and shall update the list when new products are approved or when notified of changes to products already on its list.

Offeror's attention is directed to the Special Provisions, Section 10 (Preferences), Subsection A (Preference for Hawaii Products).

Page left intentionally blank...

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and _____,
(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawai'i, are held and firmly bound unto the COUNTY OF HAWAI'I, a municipal corporation duly organized and existing under the laws of the State of Hawai'i, its successors and assigns, hereinafter called Obligee, in the amount of _____ AND NO/100 DOLLARS (\$ _____),
to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project: Ocean View Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u , Hawai'i

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

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

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

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

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

Signed this _____ day of _____, 2018.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

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

KNOW TO ALL BY THESE PRESENTS:

That _____,
(full legal name and street address of Contractor)

as Contractor, hereinafter called Principal, and _____,
(name and street address of bonding company)

as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawai'i, are held and firmly bound unto the County of Hawai'i, a Municipal corporation duly organized and existing under the laws of the State of Hawai'i, its successors and assigns, hereinafter called Obligee, in the amount of _____

AND NO/100 DOLLARS (\$ _____),

to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has signed a Contract with Obligee on _____, for the following project: Ocean View Transfer Station and Recycling Center, Job No. SW-4325, Ocean View, Ka'u, Hawai'i

hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

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

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

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

Signed this _____ day of _____, 2018.

(Seal)

Name of Principal (Contractor)

*

Signature

Title

(Seal)

Name of Surety

*

Signature

Title

*ALL SIGNATURES MUST BE ACKNOWLEDGED
BY A NOTARY PUBLIC

MINIMUM WAGE SCHEDULE

In accordance with Chapter 104, Hawaii Revised Statutes, various classes of laborers and mechanics engaged in the performance of this contract on the job site shall be entitled to any increase in prevailing wage rates as promulgated by the Department of Labor and Industrial Relations.

At the time any subcontracts are made, the Contractor shall inform the Director of Labor and Industrial Relations of the names and addresses of the Subcontractors.

The Contractor and Subcontractors shall maintain accurate and complete payroll records during the course of the work containing the name and address of each laborer or mechanic engaged in the performance of the Contract at the job site, his job classification, hourly wage rate, daily and weekly hours worked, straight time and overtime pay earned, deductions made, and actual weekly wages paid.

Payroll records shall be preserved for a period of three (3) years.

The Contractor shall submit an original and one (1) copy of this payroll to this office at least once a week, or as prescribed by the Engineer.

The enclosed schedule of wage rates is recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Chapter 104, Hawaii Revised Statutes. ALL RATES ARE SUBJECT TO CHANGE. A copy of this wage schedule shall be posted on the job.

Revised 11/20/00

Page left intentionally blank...

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

February 19, 2018
WAGE RATE SCHEDULE BULLETIN NO. 491

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

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

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

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

The next regular schedule will be issued on or about September 15, 2018.

LEONARD HOSHIJO
Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
LEONARD HOSHIJO, Director

RESEARCH AND STATISTICS OFFICE
PHYLLIS DAYAO, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Janet Kaya, Supervisor
Zachariah Wadsack, Research Statistician
Elienne Yoshida, Research Statistician

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/18/17 | | | | | | | | | | | | |
| Asphalt Concrete Material Transfer | \$73.54 | \$41.92 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Asphalt Raker | \$72.58 | \$40.96 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Asphalt Spreader Operator | \$74.06 | \$42.44 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Laborer, Hand Roller | \$69.81 | \$38.19 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Roller Operator (5 tons and under) | \$72.31 | \$40.69 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Roller Operator (over 5 tons) | \$73.74 | \$42.12 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Screed Person | \$73.54 | \$41.92 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| EQUIPMENT OPERATOR: | | | | | | | | | | | | | |
| Combination Loader/Backhoe (over 3/4 cu. yd.) | \$72.58 | \$40.96 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Combination Loader/Backhoe (up to 3/4 cu. yd.) | \$71.60 | \$39.98 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Concrete saws and/or Grinder (self-propelled unit on streets, highways, airports and canals) | \$73.54 | \$41.92 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Grader, Soil Stabilizer, Cold Planer | \$74.37 | \$42.75 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Loader (2-1/2 cu. yds. and under) | \$73.54 | \$41.92 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Loader (over 2-1/2 cu. yds. to and including 5 cu. yds.) | \$73.86 | \$42.24 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| TRUCK DRIVER: | | | | | | | | | | | | | |
| Assistant to Engineer | \$72.31 | \$40.69 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Oil Tanker (double), Hot Liquid Asphalt Tanker | \$73.86 | \$42.24 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Semi-Trailer, Semi-Dump, Asphalt Distributor | \$73.54 | \$41.92 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Slip-in or Pup | \$73.86 | \$42.24 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Single or Rock Cans Tandem Dump Truck (8 cu. yds. & under, water level) | \$72.58 | \$40.96 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Single or Rock Cans Tandem Dump Truck (over 8 cu. yds., water level) | \$72.89 | \$41.27 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Tractor Trailer (hauling equipment) | \$73.97 | \$42.35 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| Utility, Flatbed | \$72.31 | \$40.69 | \$31.62 | - | - | - | - | - | - | - | - | - | 12,13 |
| * BOILERMAKER | 2/19/18 | | | | | | | | | | | | |
| | \$65.88 | \$36.43 | \$29.45 | - | - | - | - | - | - | - | - | - | 13 |
| CARPENTER: | 9/18/17 | | | 9/3/18 | | | | | | | | | |
| Carpenter; Patent Scaffold Erector (14 feet and over); Piledriver; Pneumatic Nailer | \$69.11 | \$47.45 | \$21.66 | \$71.36 | \$49.45 | \$21.91 | - | - | - | - | - | - | 1,12,13 |
| Millwright | \$69.36 | \$47.70 | \$21.66 | \$71.61 | \$49.70 | \$21.91 | - | - | - | - | - | - | 1,12,13 |
| Power Saw Operator (2 h.p. & above) | \$69.26 | \$47.60 | \$21.66 | \$71.51 | \$49.60 | \$21.91 | - | - | - | - | - | - | 1,12,13 |
| CEMENT FINISHER: | 9/18/17 | | | 9/3/18 | | | | | | | | | |
| Cement Finisher; Curb Setter; Precast Panel Setter; Manhole Builder | \$67.58 | \$39.10 | \$28.48 | \$69.13 | \$39.80 | \$29.33 | - | - | - | - | - | - | 2,12,13 |
| Trowel Machine Operator | \$67.73 | \$39.25 | \$28.48 | \$69.28 | \$39.95 | \$29.33 | - | - | - | - | - | - | 2,12,13 |
| CHAIN-LINK FENCE ERECTOR | 10/2/17 | | | 10/1/18 | | | | | | | | | |
| | \$36.55 | \$22.60 | \$13.95 | \$38.75 | \$24.00 | \$14.75 | - | - | - | - | - | - | 10,13 |
| CHLORINATOR | 9/18/17 | | | | | | | | | | | | |
| | \$31.59 | \$28.42 | \$3.17 | - | - | - | - | - | - | - | - | - | |

WAGE RATE SCHEDULE BULLETIN NO. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | |
| DIVER: | 9/18/17 | | | | | | | | | | | | |
| Diver (Aqua Lung) (Scuba) - Up to a depth of 30 feet | \$86.69 | \$55.63 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Diver (Aqua Lung) (Scuba) - Over a depth of 30 feet | \$96.06 | \$65.00 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Stand-By Diver (Aqua Lung) (Scuba) | \$77.31 | \$46.25 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Diver (Other than Aqua Lung) | \$97.31 | \$66.25 | \$31.06 | - | - | - | - | - | - | - | - | - | 3,12,13 |
| Stand-By Diver (Other than Aqua Lung) | \$78.56 | \$47.50 | \$31.06 | - | - | - | - | - | - | - | - | - | 3,12,13 |
| Tender (Other than Aqua Lung) | \$75.53 | \$44.47 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| DRAPERY INSTALLER | 9/18/17 | | | | | | | | | | | | |
| | \$20.21 | \$18.00 | \$2.21 | - | - | - | - | - | - | - | - | - | |
| DRYWALL INSTALLER | 9/18/17 | | | 9/3/18 | | | | | | | | | |
| | \$69.36 | \$47.70 | \$21.66 | \$71.61 | \$49.70 | \$21.91 | - | - | - | - | - | - | 12,13 |
| * DRYWALL TAPERS/FINISHERS | 2/19/18 | | | | | | | | | | | | |
| | \$68.25 | \$42.10 | \$26.15 | - | - | - | - | - | - | - | - | - | |
| * ELECTRICIAN (Note: 2 increases for 2018 and 2019) | 2/18/18 | | | 8/26/18 | | | 2/17/19 | | | 2/23/20 | | | |
| Cable Splicer (inside/outside) | \$82.47 | \$53.68 | \$28.79 | \$83.98 | \$54.78 | \$29.20 | \$84.67 | \$55.33 | \$29.34 | \$86.17 | \$56.43 | \$29.74 | 4,13 |
| Ground Worker (outside) | \$60.77 | \$36.60 | \$24.17 | \$61.83 | \$37.35 | \$24.48 | \$62.30 | \$37.73 | \$24.57 | \$63.36 | \$38.48 | \$24.88 | 4,13 |
| Heavy Equipment Operator (outside) | \$70.08 | \$43.92 | \$26.16 | \$71.31 | \$44.82 | \$26.49 | \$71.90 | \$45.27 | \$26.63 | \$73.13 | \$46.17 | \$26.96 | 4,13 |
| Line Installer (outside); Wire Installer (inside) | \$76.27 | \$48.80 | \$27.47 | \$77.65 | \$49.80 | \$27.85 | \$78.28 | \$50.30 | \$27.98 | \$79.66 | \$51.30 | \$28.36 | 4,13 |
| | | | | | | | 8/25/19 | | | | | | |
| Cable Splicer (inside/outside) | - | - | - | - | - | - | \$85.48 | \$55.88 | \$29.60 | - | - | - | 4,13 |
| Ground Worker (outside) | - | - | - | - | - | - | \$62.87 | \$38.10 | \$24.77 | - | - | - | 4,13 |
| Heavy Equipment Operator (outside) | - | - | - | - | - | - | \$72.56 | \$45.72 | \$26.84 | - | - | - | 4,13 |
| Line Installer (outside); Wire Installer (inside) | - | - | - | - | - | - | \$79.01 | \$50.80 | \$28.21 | - | - | - | 4,13 |
| Telecommunication Worker | 9/3/17 | | | | | | | | | | | | |
| Licensed Technician | \$42.13 | \$29.94 | \$12.19 | - | - | - | - | - | - | - | - | - | 13 |
| Technician I / Splicer | \$40.38 | \$28.44 | \$11.94 | - | - | - | - | - | - | - | - | - | 13 |
| * ELEVATOR CONSTRUCTOR MECHANIC | 2/19/18 | | | | | | | | | | | | |
| | \$90.005 | \$57.36 | \$32.645 | - | - | - | - | - | - | - | - | - | 13 |
| EQUIPMENT OPERATOR: | 9/18/17 | | | | | | | | | | | | |
| Group 1 | \$72.00 | \$40.94 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 2 | \$72.11 | \$41.05 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 3 | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 4 | \$72.55 | \$41.49 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 5 | \$72.86 | \$41.80 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 6 | \$73.51 | \$42.45 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 7 | \$73.83 | \$42.77 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 8 | \$73.94 | \$42.88 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 9 | \$74.05 | \$42.99 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 9A | \$74.28 | \$43.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 10 | \$74.34 | \$43.28 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 10A | \$74.49 | \$43.43 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 11 | \$74.64 | \$43.58 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 12 | \$75.00 | \$43.94 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |
| Group 12A | \$75.36 | \$44.30 | \$31.06 | - | - | - | - | - | - | - | - | - | 5,12,13 |

WAGE RATE SCHEDULE BULLETIN NO. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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) | 2/26/17 | | | 3/4/18 | | | | | | | | | |
| | \$60.73 | \$33.00 | \$27.73 | \$63.47 | \$34.15 | \$29.32 | - | - | - | - | - | - | 13 |
| GLAZIER | 9/18/17 | | | | | | | | | | | | |
| | \$67.32 | \$36.78 | \$30.54 | - | - | - | - | - | - | - | - | - | 6,13 |
| HELICOPTER WORK: | 9/18/17 | | | | | | | | | | | | |
| Airborne Hoist Operator | \$75.86 | \$44.80 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Co-Pilot | \$76.00 | \$44.94 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Pilot | \$76.17 | \$45.11 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| * INSULATOR | 9/18/17 | | | 9/2/18 | | | 9/1/19 | | | 8/30/20 | | | |
| | \$64.40 | \$39.90 | \$24.50 | \$65.10 | \$40.40 | \$24.70 | \$65.90 | \$40.90 | \$25.00 | \$67.30 | \$41.90 | \$25.40 | 7,12,13 |
| IRONWORKER: | 9/18/17 | | | 9/1/18 | | | 9/1/19 | | | | | | |
| Reinforcing, Structural | \$71.15 | \$39.00 | \$32.15 | \$73.54 | \$40.25 | \$33.29 | \$76.02 | \$41.50 | \$34.52 | - | - | - | 8,12,13 |
| LABORER: | 9/4/17 | | | 9/3/18 | | | | | | | | | |
| Driller | \$56.66 | \$37.40 | \$19.26 | \$58.66 | \$38.40 | \$20.26 | - | - | - | - | - | - | 1,13 |
| Guniting Operator or Shotcrete Operator | \$56.16 | \$36.90 | \$19.26 | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | 1,13 |
| High Scaler (Working Suspended) | \$56.16 | \$36.90 | \$19.26 | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | 13 |
| Laborer I | \$55.66 | \$36.40 | \$19.26 | \$57.66 | \$37.40 | \$20.26 | - | - | - | - | - | - | 1,13 |
| Laborer II | \$53.06 | \$33.80 | \$19.26 | \$55.06 | \$34.80 | \$20.26 | - | - | - | - | - | - | 1,13 |
| Light/Final Clean-up (Janitorial) Laborer | \$42.94 | \$27.80 | \$15.14 | \$44.92 | \$28.80 | \$16.12 | - | - | - | - | - | - | 1,13 |
| Mason Tender/Hod Carrier | \$56.16 | \$36.90 | \$19.26 | \$58.16 | \$37.90 | \$20.26 | - | - | - | - | - | - | 1,13 |
| Powder Blaster | \$56.66 | \$37.40 | \$19.26 | \$58.66 | \$38.40 | \$20.26 | - | - | - | - | - | - | 1,13 |
| Window Washer (Outside) (On bosun's chair, cable-suspended scaffold or work platform) | \$55.16 | \$35.90 | \$19.26 | \$57.16 | \$36.90 | \$20.26 | - | - | - | - | - | - | 13 |
| LANDSCAPER: | 9/4/17 | | | 9/3/18 | | | 9/2/19 | | | | | | |
| Landscape & Irrigation Laborer A | \$36.82 | \$24.85 | \$11.97 | \$38.18 | \$25.50 | \$12.68 | \$39.60 | \$26.15 | \$13.45 | - | - | - | |
| Landscape & Irrigation Laborer B | \$37.62 | \$25.65 | \$11.97 | \$39.08 | \$26.40 | \$12.68 | \$40.60 | \$27.15 | \$13.45 | - | - | - | |
| Landscape & Irrigation Maintenance Laborer | \$32.62 | \$20.65 | \$11.97 | \$33.78 | \$21.10 | \$12.68 | \$35.00 | \$21.55 | \$13.45 | - | - | - | |
| LATHER | 9/18/17 | | | 9/3/18 | | | | | | | | | |
| | \$69.36 | \$47.70 | \$21.66 | \$71.61 | \$49.70 | \$21.91 | - | - | - | - | - | - | 12,13 |
| MASON; Bricklayer; | 9/18/17 | | | | | | | | | | | | |
| Cement Blocklayer; Stone Mason; Precast Sill Setter | \$68.23 | \$39.76 | \$28.47 | - | - | - | - | - | - | - | - | - | 2,13 |
| Pointer-Caulker-Weatherproofer | \$68.48 | \$40.01 | \$28.47 | - | - | - | - | - | - | - | - | - | 2,13 |
| PAINTER: | 1/1/18 | | | 7/1/18 | | | 1/1/19 | | | | | | |
| Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Stripper; Paper Hanger | \$66.21 | \$37.35 | \$28.86 | \$67.04 | \$37.85 | \$29.19 | \$67.74 | \$38.35 | \$29.39 | - | - | - | |
| Painter; Spray Painter; Sandblaster or Waterblaster Thermoplastic Stripper; Paper Hanger | - | - | - | - | - | - | \$68.44 | \$38.80 | \$29.64 | - | - | - | |

WAGE RATE SCHEDULE BULLETIN NO. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|---|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/18/17 | | | 9/3/18 | | | | | | | | | |
| | \$69.02 | \$40.54 | \$28.48 | \$70.67 | \$41.34 | \$29.33 | - | - | - | - | - | - | 2,12,13 |
| * PLUMBER: (Note: 2 increases for each year.) | 1/7/18 | | | 7/1/18 | | | 1/6/19 | | | 1/5/20 | | | |
| Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter | \$68.12 | \$42.35 | \$25.77 | \$68.87 | \$42.85 | \$26.02 | \$69.59 | \$43.35 | \$26.24 | \$71.06 | \$44.35 | \$26.71 | 9,13 |
| | | | | | | | 7/7/19 | | | 7/5/20 | | | |
| Plumber; Pipefitter; Refrigeration Fitter; Heating & Air Conditioning Fitter; Sprinkler Fitter; Steamfitter | - | - | - | - | - | - | \$70.34 | \$43.85 | \$26.49 | \$71.81 | \$44.85 | \$26.96 | 9,13 |
| * ROOFER: | 2/19/18 | | | 9/2/18 | | | 9/1/19 | | | 9/7/20 | | | |
| Shingle, Tile, Built-up Roofing | \$57.48 | \$39.85 | \$17.63 | \$58.60 | \$40.50 | \$18.10 | \$59.35 | \$41.15 | \$18.20 | \$60.10 | \$41.80 | \$18.30 | |
| Coal Tar Pitch | \$97.33 | \$79.70 | \$17.63 | \$99.10 | \$81.00 | \$18.10 | \$100.50 | \$82.30 | \$18.20 | \$101.90 | \$83.60 | \$18.30 | |
| SANDBLASTER OR WATERBLASTER: | | | | | | | | | | | | | |
| Use wages of craft to which sand or water blasting is incidental. | | | | | | | | | | | | | |
| SHEETMETAL WORKER: (Note: 2 increases in 2018 & 2019) | 9/3/17 | | | 3/4/18 | | | 3/3/19 | | | | | | |
| | \$68.33 | \$41.80 | \$26.53 | \$69.23 | \$42.20 | \$27.03 | \$70.66 | \$42.85 | \$27.81 | - | - | - | 13 |
| | | | | 9/2/18 | | | 9/1/19 | | | | | | |
| | | | | \$69.99 | \$42.55 | \$27.44 | \$71.23 | \$43.13 | \$28.10 | - | - | - | 13 |
| TERMITE TREATER | 9/18/17 | | | | | | | | | | | | |
| | \$16.84 | \$13.13 | \$3.71 | - | - | - | - | - | - | - | - | - | |
| TERRAZZO: | 9/4/17 | | | 9/3/18 | | | | | | | | | |
| Terrazzo Setter | \$68.92 | \$40.95 | \$27.97 | \$70.52 | \$41.70 | \$28.82 | - | - | - | - | - | - | 2,13 |
| Terrazzo Base Grinder | \$67.11 | \$39.14 | \$27.97 | \$68.71 | \$39.89 | \$28.82 | - | - | - | - | - | - | 2,13 |
| Certified Terrazzo Floor Grinder and Tender | \$65.56 | \$37.59 | \$27.97 | \$67.16 | \$38.34 | \$28.82 | - | - | - | - | - | - | 2,13 |
| Terrazzo Floor Grinder | \$62.56 | \$34.59 | \$27.97 | \$64.16 | \$35.34 | \$28.82 | - | - | - | - | - | - | 2,13 |
| TILE SETTER: | 9/4/17 | | | 9/3/18 | | | | | | | | | |
| Ceramic Hard Tile; Marble Setter | \$68.92 | \$40.95 | \$27.97 | \$70.52 | \$41.70 | \$28.82 | - | - | - | - | - | - | 2,13 |
| Certified Ceramic Tile & Marble Helper | \$65.56 | \$37.59 | \$27.97 | \$67.16 | \$38.34 | \$28.82 | - | - | - | - | - | - | 2,13 |
| TRUCK DRIVER: | 9/18/17 | | | | | | | | | | | | |
| Concrete Mixer | \$37.96 | \$31.73 | \$6.23 | - | - | - | - | - | - | - | - | - | |
| Concrete Mixer/Booster | \$44.97 | \$34.03 | \$10.94 | - | - | - | - | - | - | - | - | - | |
| Dump Truck, 8 cu. yds. & under (water level); | | | | | | | | | | | | | |
| Water Truck (up to & including 2,000 gallons) | \$72.55 | \$41.49 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Flatbed, Utility, etc. | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| End Dump, Unlicensed (Euclid, Mack, Caterpillar, or similar); Tractor Trailer (hauling equipment) | \$73.94 | \$42.88 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Semi-Trailer, Rock Cans, or Semi-Dump | \$73.51 | \$42.45 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Slip-in or Pup | \$73.83 | \$42.77 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Tandem Dump Truck, over 8 cu. yds. (water level); | | | | | | | | | | | | | |
| Water Truck (over 2,000 gallons) | \$72.86 | \$41.80 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |

WAGE RATE SCHEDULE BULLETIN NO. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks See Pg 6-8 |
|--|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|
| | 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: | 9/4/17 | | | 9/3/18 | | | | | | | | | |
| Worker in a raise, shaft, or tunnel. | | | | | | | | | | | | | |
| Group 1 | \$56.26 | \$37.00 | \$19.26 | \$58.26 | \$38.00 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 2 | \$57.76 | \$38.50 | \$19.26 | \$59.76 | \$39.50 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 3 | \$58.26 | \$39.00 | \$19.26 | \$60.26 | \$40.00 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 4 | \$59.26 | \$40.00 | \$19.26 | \$61.26 | \$41.00 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 5 | \$59.51 | \$40.25 | \$19.26 | \$61.51 | \$41.25 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 6 | \$59.61 | \$40.35 | \$19.26 | \$61.61 | \$41.35 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 7 | \$59.86 | \$40.60 | \$19.26 | \$61.86 | \$41.60 | \$20.26 | - | - | - | - | - | - | 13 |
| Group 8 | \$60.31 | \$41.05 | \$19.26 | \$62.31 | \$42.05 | \$20.26 | - | - | - | - | - | - | 13 |
| WATER FRONT CONSTRUCTION (DREDGING): | 9/18/17 | | | | | | | | | | | | |
| CLAMSHELL OR DIPPER DREDGES: | | | | | | | | | | | | | |
| Clamshell or Dipper Operator | \$75.00 | \$43.94 | \$31.06 | - | - | - | - | - | - | - | - | - | 11,12,13 |
| Mechanic; Welder; Watch Engineer | \$74.34 | \$43.28 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Deckmate; Bargemate | \$73.94 | \$42.88 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Fire Person; Oiler; Deckhand; Barge Worker | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| HYDRAULIC SUCTION DREDGES: | | | | | | | | | | | | | |
| Lever Operator | \$74.64 | \$43.58 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Mechanic; Welder | \$74.34 | \$43.28 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Watch Engineer (steam or electric) | \$74.49 | \$43.43 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Dozer Operator | \$74.28 | \$43.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Deckmate | \$73.94 | \$42.88 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Winch Operator (stern winch on dredge) | \$73.83 | \$42.77 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Fire Person; Oiler; Deckhand (can operate anchor scow under direction of deckmate); Levee Operator | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| DERRICKS: | | | | | | | | | | | | | |
| Operator: Derrick, Piledriver, Crane | \$75.00 | \$43.94 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Deckmate; Saurman Type Dragline (up to & including 5 yds.) | \$74.34 | \$43.28 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Saurman Type Dragline (over 5 cu. yds.) | \$73.94 | \$42.88 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Fire Person; Oiler; Deckhand | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| BOAT OPERATORS: | | | | | | | | | | | | | |
| Master Boat Operator | \$74.64 | \$43.58 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Boat Operator | \$74.49 | \$43.43 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| Boat Deckhand | \$72.28 | \$41.22 | \$31.06 | - | - | - | - | - | - | - | - | - | 12,13 |
| WATER WELL DRILLER: | 9/18/17 | | | | | | | | | | | | |
| Water Well Driller | \$40.97 | \$31.00 | \$9.97 | - | - | - | - | - | - | - | - | - | |
| Water Well Driller Helper | \$26.87 | \$18.00 | \$8.87 | - | - | - | - | - | - | - | - | - | |
| WELDER: | | | | | | | | | | | | | |
| Use wages of craft to which welding is incidental, except for Chain-Link Fence Erector. See remark. | | | | | | | | | | | | | 10 |

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

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

REMARKS:

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

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

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

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

REMARKS:

5. Equipment Operator:

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

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

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

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

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

- B. \$1.25 per hour shall be added to the hourly wage while operating a rig suspended by ropes or cables or to perform work on a Yo-Yo Cat.
- C. In a raise or shaft, a premium of \$.40 per hour will be paid in addition to the regular straight time wage.
 A raise is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is greater than 20 degrees from the horizontal.
 A shaft is defined to be an excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. Includes an underground silo.
- D. In a tunnel, a premium of \$.30 per hour will be paid in addition to the regular straight time wages.
 A tunnel is defined to be an underground excavation (lined or unlined) whose length exceeds its width and the inclination of the grade from the excavation is no greater than 20 degrees from the horizontal.
6. Glazier: \$1.00 per hour shall be added to the hourly wage for height pay for exterior glazing work performed in a walking/working surface with an unprotected side or edge 10 feet or more above a lower level which requires protection from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, position devise systems, fall restraint systems, perimeter safety cables or controlled decking zones.
7. Insulator: Six percent per hour shall be added to the hourly wage for hazardous pay while working from a boatswain chair, staging or free standing scaffolding erected from the ground up or mezzanine floor subject to a free fall and skyclimber suspended from a permanent structure and when working above 40 feet.
8. Ironworker: \$.50 per hour shall be added to the hourly wage while working in tunnels or coffer dams. \$1.00 per hour shall be added to the hourly wage while working under or covered with water (submerged), or on the summits of Mauna Kea, Mauna Loa or Haleakala.
9. Plumber: One and one-half times the straight-time rate for height pay while working from OSHA approved trusses, stacks, towers, tanks, bosun's chair, swinging or rolling scaffolding, supporting structures or on open platforms where the employee is subject to a direct fall of 40 feet or more. Provided, however, that when said work is performed where the employee is on a firm footing within an enclosure, a hazardous condition does not exist regardless of height. \$1.00 per hour shall be added to the straight-time rate while working with flame cutting or any type of welding equipment on any galvanized material or product for at least an hour.
10. Chain-Link Fence Erector: \$1.00 per hour shall be added to the hourly wage while performing welding services.
11. Water Front Construction: Clamshell or Dipper Operator: \$.50 per hour shall be added to the straight-time rate while working with boom (including jib) over 130 feet.
12. Possible wage/fringe option increases:
 Carpenter, Drywall and Lather: Effective WRS 492 - \$.25
 Cement Finisher, Plasterer: - Effective WRS 492 - \$.30
 Drywall Taper/Finishers: Effective 1/1/19 - \$.25
 Asphalt Paving, Diver, Equipment Operator, Helicopter Work, Truck Driver except Concrete Mixer & Concrete Mixer Booster, Water Construction (Dredging):
 Effective WRS 492 - \$.75
 Insulator: Effective: 9/1/19 - \$.25
 Ironworker: Effective WRS 492 - \$.26; 9/1/19 - \$.27
 Roofer: Effective 9/1/19 - \$.75; 9/7/20 - \$.80

REMARKS:

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

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

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

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

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

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

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

June 11, 2018
WAGE RATE SCHEDULE BULLETIN NO. 492
Addendum to Wage Rate Schedule Bulletin No. 491

This addendum lists changes in wage rates and effective dates subsequent to Wage Rate Schedule (WRS) Bulletin No. 491. The wage rates contained herein are recognized by the Director of Labor and Industrial Relations to be prevailing on public construction work for the purposes of Chapter 104, Hawaii Revised Statutes. Wage rates listed in WRS Bulletin No. 492 remain in effect except for the changes noted in this addendum.

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

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

The next regular schedule will be issued on or about September 15, 2018.

LEONARD HOSHIJO
Director



STATE OF HAWAII
DAVID Y. IGE, Governor

DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
LEONARD HOSHIJO, Director
LOIS IYOMASA, Deputy Director

RESEARCH AND STATISTICS OFFICE
PHYLLIS DAYAO, Research & Statistics Officer

OPERATIONS MANAGEMENT INFORMATION STAFF
Janet Kaya, Supervisor
Zachariah Wadsack, Research Statistician
Elienne Yoshida, Research Statistician

In cooperation with:
WAGE STANDARDS DIVISION
PAMELA MARTIN, Administrator

WAGE RATE SCHEDULE BULLETIN NO. 492
Addendum to Wage Rate Schedule Bulletin No. 491

| Classification | Current | | | 2018 | | | 2019 | | | 2020 | | | Remarks |
|---|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|---------|
| | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | Prevailing Wage Total | Basic Hourly Rate | Fringe Hourly Rate | |
| * PAINTER: | 1/1/18 | | | | | | 1/1/19 | | | | | | |
| Painter; Spray Painter; Sandblaster or Waterblaster; Thermoplastic Striper; Paper Hanger | \$66.21 | \$37.35 | \$28.86 | - | - | - | \$67.74 | \$38.35 | \$29.39 | - | - | - | |
| | | | | | | | 7/1/19 | | | | | | |
| Painter; Spray Painter; Sandblaster or Waterblaster Thermoplastic Striper; Paper Hanger | - | - | - | - | - | - | \$68.44 | \$38.80 | \$29.64 | - | - | - | |

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.

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018
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 10-11 |
|---------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * BOILERMAKER | 1000 | \$25.50 | \$27.32 | \$29.14 | \$30.96 | \$32.78 | \$34.60 | | | | | \$29.45 | 10 |
| CARPENTER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$18.98 | | | | | | | | | | \$12.52 | 1,10 |
| " | 1000 | | \$21.35 | \$23.73 | \$28.47 | \$33.22 | \$37.96 | \$42.71 | \$45.08 | | | \$21.66 | 1,10 |
| Indentured After 9/1/02 | 1000 | \$18.98 | | | | | | | | | | \$8.52 | 1,10 |
| " | 1000 | | \$21.35 | | | | | | | | | \$12.96 | 1,10 |
| " | 1000 | | | \$23.73 | \$28.47 | | | | | | | \$15.46 | 1,10 |
| " | 1000 | | | | | \$33.22 | \$37.96 | | | | | \$17.46 | 1,10 |
| " | 1000 | | | | | | | \$42.71 | \$45.08 | | | \$19.46 | 1,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * CARPENTER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$19.78 | | | | | | | | | | \$12.77 | 1,10 |
| " | 1000 | | \$22.25 | \$24.73 | \$29.67 | \$34.62 | \$39.56 | \$44.51 | \$46.98 | | | \$21.91 | 1,10 |
| Indentured After 9/1/02 | 1000 | \$19.78 | | | | | | | | | | \$8.77 | 1,10 |
| " | 1000 | | \$22.25 | | | | | | | | | \$13.21 | 1,10 |
| " | 1000 | | | \$24.73 | \$29.67 | | | | | | | \$15.71 | 1,10 |
| " | 1000 | | | | | \$34.62 | \$39.56 | | | | | \$17.71 | 1,10 |
| " | 1000 | | | | | | | \$44.51 | \$46.98 | | | \$19.71 | 1,10 |
| CEMENT FINISHER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$19.55 | | | | | | | | | | \$9.37 | 2,10 |
| " | 1000 | | \$21.51 | \$23.46 | \$27.37 | \$29.33 | \$31.28 | \$33.24 | \$35.19 | | | \$28.48 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$19.55 | \$21.51 | \$23.46 | \$27.37 | \$29.33 | \$31.28 | \$33.24 | \$35.19 | | | \$15.08 | 2,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * CEMENT FINISHER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$19.90 | | | | | | | | | | \$9.77 | 2,10 |
| " | 1000 | | \$21.89 | \$23.88 | \$27.86 | \$29.85 | \$31.84 | \$33.83 | \$35.82 | | | \$29.33 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$19.90 | \$21.89 | \$23.88 | \$27.86 | \$29.85 | \$31.84 | \$33.83 | \$35.82 | | | \$15.93 | 2,10 |
| CONSTRUCTION EQUIPMENT OPERATOR | | | | | | | | | | | | | |
| Indentured On or After 9/1/02 | 1000 | \$21.61 | | | | | | | | | | \$8.00 | 3,10 |
| " | 1000 | | \$23.77 | | | | | | | | | \$18.65 | 3,10 |
| " | 1000 | | | \$25.93 | | | | | | | | \$19.62 | 3,10 |
| " | 1000 | | | | \$30.25 | | | | | | | \$21.56 | 3,10 |
| " | 1000 | | | | | \$34.58 | | | | | | \$23.49 | 3,10 |
| " | 1000 | | | | | | \$38.90 | | | | | \$25.43 | 3,10 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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 10-11 |
|-------------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| DRYWALL INSTALLER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$19.08 | | | | | | | | | | \$12.52 | 10 |
| " | 1000 | | \$21.47 | \$23.85 | \$28.62 | \$33.39 | \$38.16 | \$42.93 | \$45.32 | | | \$21.66 | 10 |
| Indentured After 9/1/02 | 1000 | \$19.08 | | | | | | | | | | \$8.52 | 10 |
| " | 1000 | | \$21.47 | | | | | | | | | \$12.96 | 10 |
| " | 1000 | | | \$23.85 | \$28.62 | | | | | | | \$15.46 | 10 |
| " | 1000 | | | | | \$33.39 | \$38.16 | | | | | \$17.46 | 10 |
| " | 1000 | | | | | | | \$42.93 | \$45.32 | | | \$19.46 | 10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * DRYWALL INSTALLER | | | | | | | | | | | | | |
| Indentured Prior to 9/1/02 | 1000 | \$19.88 | | | | | | | | | | \$12.77 | 10 |
| " | 1000 | | \$22.37 | \$24.85 | \$29.82 | \$34.79 | \$39.76 | \$44.73 | \$47.22 | | | \$21.91 | 10 |
| Indentured After 9/1/02 | 1000 | \$19.88 | | | | | | | | | | \$8.77 | 10 |
| " | 1000 | | \$22.37 | | | | | | | | | \$13.21 | 10 |
| " | 1000 | | | \$24.85 | \$29.82 | | | | | | | \$15.71 | 10 |
| " | 1000 | | | | | \$34.79 | \$39.76 | | | | | \$17.71 | 10 |
| " | 1000 | | | | | | | \$44.73 | \$47.22 | | | \$19.71 | 10 |
| * DRYWALL TAPERS/FINISHERS | | | | | | | | | | | | | |
| | 1000 | \$16.84 | \$18.94 | \$21.05 | \$23.15 | \$25.26 | | | | | | \$9.90 | |
| | 1000 | | | | | | \$27.36 | | | | | \$10.40 | |
| | 1000 | | | | | | | \$31.57 | \$35.78 | | | \$13.90 | |
| ELECTRICIAN (WIRE & LINE INSTALLER) | | | | | | | | | | | | | |
| " | 1000 | \$17.08 | | | | | | | | | | \$9.57 | 10 |
| " | 1000 | | \$19.52 | | | | | | | | | \$9.91 | 10 |
| " | 1000 | | | \$21.96 | | | | | | | | \$16.36 | 4,10 |
| " | 1000 | | | | \$24.40 | | | | | | | \$17.37 | 4,10 |
| " | 1000 | | | | | \$26.84 | | | | | | \$18.39 | 4,10 |
| " | 1000 | | | | | | \$29.28 | | | | | \$19.39 | 4,10 |
| " | 1000 | | | | | | | \$31.72 | | | | \$20.39 | 4,10 |
| " | 1000 | | | | | | | | \$34.16 | | | \$21.40 | 4,10 |
| " | 1000 | | | | | | | | | \$39.04 | | \$23.43 | 4,10 |
| " | 1000 | | | | | | | | | | \$43.92 | \$25.46 | 4,10 |

ELECTRICIAN: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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 10-11 |
|---------------------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| (Effective 8/26/18) | | | | | | | | | | | | | |
| * ELECTRICIAN (WIRE & LINE INSTALLER) | 1000 | \$17.43 | | | | | | | | | | \$9.62 | 10 |
| " " | 1000 | | \$19.92 | | | | | | | | | \$9.96 | 10 |
| " " | 1000 | | | \$22.41 | | | | | | | | \$16.53 | 4,10 |
| " " | 1000 | | | | \$24.90 | | | | | | | \$17.55 | 4,10 |
| " " | 1000 | | | | | \$27.39 | | | | | | \$18.58 | 4,10 |
| " " | 1000 | | | | | | \$29.88 | | | | | \$19.62 | 4,10 |
| " " | 1000 | | | | | | | \$32.37 | | | | \$20.64 | 4,10 |
| " " | 1000 | | | | | | | | \$34.86 | | | \$21.68 | 4,10 |
| " " | 1000 | | | | | | | | | \$39.84 | | \$23.73 | 4,10 |
| " " | 1000 | | | | | | | | | | \$44.82 | \$25.78 | 4,10 |
| * ELEVATOR CONSTRUCTOR | 850 | \$28.68 | | | | | | | | | | - | 10 |
| " " | 850 | | \$31.55 | | | | | | | | | \$32.645 | 10 |
| " " | 1700 | | | \$37.28 | \$40.15 | \$45.89 | | | | | | \$32.645 | 10 |
| FLOOR LAYER | | | | | | | | | | | | | |
| Indentured After 2/27/94 | 1000 | \$14.85 | \$16.50 | | | | | | | | | \$18.48 | 10 |
| " " | 1000 | | | \$18.15 | \$19.80 | | | | | | | \$23.48 | 10 |
| " " | 1000 | | | | | \$21.45 | \$23.10 | \$26.40 | \$29.70 | | | \$27.73 | 10 |
| (Effective 3/4/18) | | | | | | | | | | | | | |
| FLOOR LAYER | | | | | | | | | | | | | |
| Indentured after 2/27/94 | 1000 | \$15.37 | \$17.08 | | | | | | | | | \$19.32 | 10 |
| " " | 1000 | | | \$18.78 | \$20.49 | | | | | | | \$24.32 | 10 |
| " " | 1000 | | | | | \$22.20 | \$23.91 | \$27.32 | \$30.74 | | | \$29.32 | 10 |
| GLAZIER | | | | | | | | | | | | | |
| Indentured On or After 7/1/99 | 1000 | \$16.55 | | | | | | | | | | \$27.90 | 5,10 |
| " " | 1000 | | \$18.39 | | | | | | | | | \$28.14 | 5,10 |
| " " | 1000 | | | \$20.23 | | | | | | | | \$28.38 | 5,10 |
| " " | 1000 | | | | \$22.07 | | | | | | | \$28.62 | 5,10 |
| " " | 1000 | | | | | \$25.75 | | | | | | \$29.10 | 5,10 |
| " " | 1000 | | | | | | \$27.59 | | | | | \$29.34 | 5,10 |
| " " | 1000 | | | | | | | \$29.42 | | | | \$29.58 | 5,10 |
| " " | 1000 | | | | | | | | \$31.26 | | | \$29.82 | 5,10 |
| " " | 1000 | | | | | | | | | \$33.10 | | \$30.06 | 5,10 |
| " " | 1000 | | | | | | | | | | \$34.94 | \$30.30 | 5,10 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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 10-11 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| HEAVY DUTY REPAIRER & WELDER | | | | | | | | | | | | | |
| Indentured on or after 9/1/02 | 1000 | \$21.61 | | | | | | | | | | \$8.00 | 3,10 |
| " | 1000 | | \$23.77 | | | | | | | | | \$18.65 | 3,10 |
| " | 1000 | | | \$25.93 | | | | | | | | \$19.62 | 3,10 |
| " | 1000 | | | | \$30.25 | | | | | | | \$21.56 | 3,10 |
| " | 1000 | | | | | \$34.58 | | | | | | \$23.49 | 3,10 |
| " | 1000 | | | | | | \$36.74 | | | | | \$24.47 | 3,10 |
| " | 1000 | | | | | | | \$38.90 | | | | \$25.43 | 3,10 |
| " | 1000 | | | | | | | | \$41.06 | | | \$26.41 | 3,10 |
| INSULATOR | | | | | | | | | | | | | |
| Indentured After 5/3/95 | 2000 | \$19.95 | | | | | | | | | | \$7.80 | 6,10 |
| " | 2000 | | \$19.95 | | | | | | | | | \$18.01 | 6,10 |
| " | 2000 | | | \$23.94 | | | | | | | | \$18.35 | 6,10 |
| " | 2000 | | | | \$27.93 | | | | | | | \$18.70 | 6,10 |
| " | 2000 | | | | | \$31.92 | | | | | | \$19.04 | 6,10 |
| (Effective 9/2/18) | | | | | | | | | | | | | |
| * INSULATOR | | | | | | | | | | | | | |
| Indentured After 5/3/95 | 2000 | \$20.20 | | | | | | | | | | \$7.80 | 6,10 |
| " | 2000 | | \$20.20 | | | | | | | | | \$18.21 | 6,10 |
| " | 2000 | | | \$24.24 | | | | | | | | \$18.55 | 6,10 |
| " | 2000 | | | | \$28.28 | | | | | | | \$18.90 | 6,10 |
| " | 2000 | | | | | \$32.32 | | | | | | \$19.24 | 6,10 |
| IRONWORKER (REINFORCING & STRUCTURAL) | | | | | | | | | | | | | |
| Indentured After 10/31/93 | 1000 | \$19.50 | | | | | | | | | | \$26.42 | 7,10 |
| " | 1000 | | \$21.45 | | | | | | | | | \$26.99 | 7,10 |
| " | 1000 | | | \$23.40 | | | | | | | | \$27.56 | 7,10 |
| " | 1000 | | | | \$27.30 | | | | | | | \$28.71 | 7,10 |
| " | 1000 | | | | | \$31.20 | | | | | | \$29.85 | 7,10 |
| " | 1000 | | | | | | \$35.10 | | | | | \$31.01 | 7,10 |
| (Effective 9/1/18) | | | | | | | | | | | | | |
| * IRONWORKER (REINFORCING & STRUCTURAL) | | | | | | | | | | | | | |
| Indentured After 10/31/93 | 1000 | \$20.13 | | | | | | | | | | \$27.37 | 7,10 |
| " | 1000 | | \$22.14 | | | | | | | | | \$27.96 | 7,10 |
| " | 1000 | | | \$24.15 | | | | | | | | \$28.55 | 7,10 |
| " | 1000 | | | | \$28.18 | | | | | | | \$29.73 | 7,10 |
| " | 1000 | | | | | \$32.20 | | | | | | \$30.92 | 7,10 |
| " | 1000 | | | | | | \$36.23 | | | | | \$32.11 | 7,10 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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 10-11 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * LABORER I (Effective 9/4/17) | | | | | | | | | | | | | |
| * CONSTRUCTION CRAFT Indentured On or After 9/3/02 | 1000 | \$18.20 | | | | | | | | | | \$7.55 | 1,10 |
| " | 1000 | | \$21.84 | \$25.48 | \$29.12 | | | | | | | \$14.20 | 1,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * CONSTRUCTION CRAFT Indentured On or After 9/3/02 | 1000 | \$18.70 | | | | | | | | | | \$8.10 | 1,10 |
| " | 1000 | | \$22.44 | \$26.18 | \$29.92 | | | | | | | \$14.90 | 1,10 |
| (Effective 2/19/18) | | | | | | | | | | | | | |
| * HAZARDOUS WASTE MATERIAL TECHNICIAN | | | | | | | | | | | | | |
| " | 1000 | \$18.20 | | | | | | | | | | \$6.15 | 1,10 |
| " | 1000 | | \$21.84 | \$25.48 | \$29.12 | | | | | | | \$12.30 | 1,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * HAZARDOUS WASTE MATERIAL TECHNICIAN | | | | | | | | | | | | | |
| " | 1000 | \$18.70 | | | | | | | | | | \$6.70 | 1,10 |
| " | 1000 | | \$22.44 | \$26.18 | \$29.92 | | | | | | | \$13.00 | 1,10 |
| LANDSCAPER | 1000 | \$16.15 | | | | | | | | | | \$6.15 | |
| " | 1000 | | \$17.40 | \$18.64 | \$19.88 | | | | | | | \$9.82 | |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * LANDSCAPER | 1000 | \$16.58 | | | | | | | | | | \$6.70 | |
| " | 1000 | | \$17.85 | \$19.13 | \$20.40 | | | | | | | \$10.43 | |
| MASON | | | | | | | | | | | | | |
| BRICKLAYER | | | | | | | | | | | | | |
| Indentured prior to 9/1/03 | 1000 | \$19.88 | | | | | | | | | | \$9.12 | 2,10 |
| | 1000 | | \$21.87 | \$23.86 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$28.47 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$19.88 | \$21.87 | \$23.86 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$15.87 | 2,10 |
| STONE MASON | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$21.87 | \$23.86 | \$25.84 | \$27.83 | \$29.82 | \$31.81 | \$33.80 | \$35.78 | | | \$15.87 | 2,10 |
| POINTER-CAULKER-WEATHERPROOFER | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$20.01 | \$22.01 | \$24.01 | \$28.01 | \$32.01 | \$36.01 | | | | | \$15.87 | 2,10 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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 10-11 |
|---|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| PAINTER | 1000 | \$16.81 | | | | | | | | | | \$9.25 | |
| " | 1000 | | \$18.68 | \$20.54 | \$22.41 | \$24.28 | | | | | | \$12.75 | |
| " | 1000 | | | | | | \$26.15 | | | | | \$13.75 | |
| " | 1000 | | | | | | | \$28.01 | \$31.75 | | | \$14.50 | |
| (Effective 7/1/18) | | | | | | | | | | | | | |
| * PAINTER | 1000 | \$17.03 | | | | | | | | | | \$9.25 | |
| " | 1000 | | \$18.93 | \$20.82 | \$22.71 | \$24.60 | | | | | | \$12.75 | |
| " | 1000 | | | | | | \$26.50 | | | | | \$13.75 | |
| " | 1000 | | | | | | | \$28.39 | \$32.17 | | | \$14.50 | |
| PAVING EQUIPMENT OPERATOR | 1000 | \$23.06 | | | | | | | | | | \$8.00 | 10 |
| " | 1000 | | \$29.34 | | | | | | | | | \$19.10 | 10 |
| " | 1000 | | | \$33.54 | | | | | | | | \$22.14 | 10 |
| " | 1000 | | | | \$37.73 | | | | | | | \$26.17 | 10 |
| PLASTERER | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$16.22 | \$18.24 | \$20.27 | \$22.30 | \$24.32 | \$28.38 | \$32.43 | \$36.49 | | | \$15.08 | 2,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * PLASTERER | | | | | | | | | | | | | |
| Indentured On or After 9/1/03 | 1000 | \$16.54 | \$18.60 | \$20.67 | \$22.74 | \$24.80 | \$28.94 | \$33.07 | \$37.21 | | | \$15.93 | 2,10 |
| PLUMBER: | | | | | | | | | | | | | |
| PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION | | | | | | | | | | | | | |
| AIR CONDITIONING; STEAMFITTER-WELDER | | | | | | | | | | | | | |
| Indentured On or After 9/2/85 | 1000 | \$17.02 | | | | | | | | | | \$6.94 | 8,10 |
| " | 1000 | | \$17.02 | | | | | | | | | \$6.99 | 8,10 |
| " | 1000 | | | \$20.12 | | | | | | | | \$9.37 | 8,10 |
| " | 1000 | | | | \$20.12 | | | | | | | \$9.37 | 8,10 |
| " | 1000 | | | | | \$23.29 | | | | | | \$10.09 | 8,10 |
| " | 1000 | | | | | | \$23.29 | | | | | \$10.09 | 8,10 |
| " | 1000 | | | | | | | \$27.53 | | | | \$10.97 | 8,10 |
| " | 1000 | | | | | | | | \$27.53 | | | \$10.97 | 8,10 |
| " | 1000 | | | | | | | | | \$31.76 | | \$11.62 | 8,10 |
| " | 1000 | | | | | | | | | | \$31.76 | \$11.62 | 8,10 |

PLUMBER: Continued on Next Page

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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

| Apprentice Classifications | | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks See Pg 10-11 |
|---|------|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|----------------------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| (Effective 7/1/18) | | | | | | | | | | | | | |
| * PLUMBER: | | | | | | | | | | | | | |
| PLUMBER; FIRE SPRINKLER FITTER; REFRIGERATION | | | | | | | | | | | | | |
| AIR CONDITIONING; STEAMFITTER-WELDER | | | | | | | | | | | | | |
| Indentured On or After 9/2/85 | 1000 | \$17.23 | | | | | | | | | | \$6.94 | 8,10 |
| " | 1000 | | \$17.23 | | | | | | | | | \$6.99 | 8,10 |
| " | 1000 | | | \$20.35 | | | | | | | | \$9.97 | 8,10 |
| " | 1000 | | | | \$20.35 | | | | | | | \$9.97 | 8,10 |
| " | 1000 | | | | | \$23.57 | | | | | | \$10.70 | 8,10 |
| " | 1000 | | | | | | \$23.57 | | | | | \$10.70 | 8,10 |
| " | 1000 | | | | | | | \$27.85 | | | | \$11.61 | 8,10 |
| " | 1000 | | | | | | | | \$27.85 | | | \$11.61 | 8,10 |
| " | 1000 | | | | | | | | | \$32.14 | | \$12.27 | 8,10 |
| " | 1000 | | | | | | | | | | \$32.14 | \$12.27 | 8,10 |
| | | | | | | | | | | | | | |
| * ROOFER | | | | | | | | | | | | | |
| Indentured Prior to 11/1/98 | 1000 | \$17.93 | \$19.93 | \$23.91 | | | | | | | | \$13.38 | 9 |
| " | 1000 | | | | \$27.90 | \$31.88 | \$35.87 | \$37.86 | | | | \$17.63 | |
| Indentured On or After 11/1/98 and Prior to 11/4/12 | 1000 | \$17.93 | \$19.93 | \$23.91 | | | | | | | | \$13.38 | 9 |
| " | 1000 | | | | \$27.90 | \$31.88 | \$33.87 | \$35.87 | \$37.86 | | | \$17.63 | |
| Indentured On or After 11/4/12 | 2000 | \$17.93 | \$23.91 | | | | | | | | | \$13.38 | 9 |
| " | 2000 | | | \$31.88 | \$35.87 | | | | | | | \$17.63 | 9 |
| | | | | | | | | | | | | | |
| (Effective 9/2/18) | | | | | | | | | | | | | |
| * ROOFER | | | | | | | | | | | | | |
| Indentured Prior to 11/1/98 | 1000 | \$18.23 | \$20.25 | \$24.30 | | | | | | | | \$13.85 | 9 |
| " | 1000 | | | | \$28.35 | \$32.40 | \$36.45 | \$38.48 | | | | \$18.10 | |
| Indentured On or After 11/1/98 and Prior to 11/4/12 | 1000 | \$18.23 | \$20.25 | \$24.30 | | | | | | | | \$13.85 | 9 |
| " | 1000 | | | | \$28.35 | \$32.40 | \$34.43 | \$36.45 | \$38.48 | | | \$18.10 | |
| Indentured On or After 11/4/12 | 2000 | \$18.23 | \$24.30 | | | | | | | | | \$13.85 | 9 |
| " | 2000 | | | \$32.40 | \$36.45 | | | | | | | \$18.10 | 9 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks |
|----------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|-----------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | See Pg 10-11 |
| SHEETMETAL WORKER | 1000 | \$16.72 | | | | | | | | | | \$11.93 | 10 |
| " | 1000 | | \$18.81 | | | | | | | | | \$12.12 | 10 |
| " | 1000 | | | \$20.90 | | | | | | | | \$21.32 | 10 |
| " | 1000 | | | | \$22.99 | | | | | | | \$21.83 | 10 |
| " | 1000 | | | | | \$25.08 | | | | | | \$22.35 | 10 |
| " | 1000 | | | | | | \$27.17 | | | | | \$22.88 | 10 |
| " | 1000 | | | | | | | \$29.26 | | | | \$23.40 | 10 |
| " | 1000 | | | | | | | | \$31.35 | | | \$23.93 | 10 |
| " | 1000 | | | | | | | | | \$33.44 | | \$24.44 | 10 |
| " | 1000 | | | | | | | | | | \$35.53 | \$24.96 | 10 |
| (Effective 3/4/18) | | | | | | | | | | | | | |
| SHEETMETAL WORKER | 1000 | \$16.88 | | | | | | | | | | \$12.07 | 10 |
| " | 1000 | | \$18.99 | | | | | | | | | \$12.27 | 10 |
| " | 1000 | | | \$21.10 | | | | | | | | \$21.74 | 10 |
| " | 1000 | | | | \$23.21 | | | | | | | \$22.27 | 10 |
| " | 1000 | | | | | \$25.32 | | | | | | \$22.80 | 10 |
| " | 1000 | | | | | | \$27.43 | | | | | \$23.33 | 10 |
| " | 1000 | | | | | | | \$29.54 | | | | \$23.86 | 10 |
| " | 1000 | | | | | | | | \$31.65 | | | \$24.39 | 10 |
| " | 1000 | | | | | | | | | \$33.76 | | \$24.92 | 10 |
| " | 1000 | | | | | | | | | | \$35.87 | \$25.44 | 10 |
| (Effective 9/2/18) | | | | | | | | | | | | | |
| * SHEETMETAL WORKER | | | | | | | | | | | | | |
| " | 1000 | \$17.02 | | | | | | | | | | \$12.20 | 10 |
| " | 1000 | | \$19.15 | | | | | | | | | \$12.40 | 10 |
| " | 1000 | | | \$21.28 | | | | | | | | \$22.09 | 10 |
| " | 1000 | | | | \$23.40 | | | | | | | \$22.63 | 10 |
| " | 1000 | | | | | \$25.53 | | | | | | \$23.15 | 10 |
| " | 1000 | | | | | | \$27.66 | | | | | \$23.69 | 10 |
| " | 1000 | | | | | | | \$29.79 | | | | \$24.23 | 10 |
| " | 1000 | | | | | | | | \$31.91 | | | \$24.77 | 10 |
| " | 1000 | | | | | | | | | \$34.04 | | \$25.30 | 10 |
| " | 1000 | | | | | | | | | | \$36.17 | \$25.83 | 10 |

APPRENTICE SCHEDULE BULLETIN NO. 491 February 19, 2018

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks |
|--|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|-----------------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | See Pg 10-11 |
| TELECOMMUNICATION WORKER (TECHNICIAN I / SPLICER) | 1000 | \$17.06 | | | | | | | | | | \$10.00 | 10 |
| " " | 1000 | | \$18.49 | | | | | | | | | \$10.24 | 10 |
| " " | 1000 | | | \$19.91 | | | | | | | | \$10.49 | 10 |
| " " | 1000 | | | | \$21.33 | | | | | | | \$10.72 | 10 |
| " " | 1000 | | | | | \$22.75 | | | | | | \$10.97 | 10 |
| " " | 1000 | | | | | | \$25.60 | | | | | \$11.44 | 10 |
| TILE SETTER CERAMIC & HARD TILE | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$20.48 | | | | | | | | | | \$9.17 | 2,10 |
| " | 1000 | | \$22.52 | \$24.57 | \$28.67 | \$30.71 | \$32.76 | \$34.81 | \$36.86 | | | \$27.97 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$20.48 | \$22.52 | \$24.57 | \$28.67 | \$30.71 | \$32.76 | \$34.81 | \$36.86 | | | \$15.42 | 2,10 |
| (Effective 9/3/18) | | | | | | | | | | | | | |
| * TILE SETTER CERAMIC & HARD TILE | | | | | | | | | | | | | |
| Indentured Prior to 9/1/03 | 1000 | \$20.85 | | | | | | | | | | \$9.57 | 2,10 |
| " | 1000 | | \$22.94 | \$25.02 | \$29.19 | \$31.28 | \$33.36 | \$35.45 | \$37.53 | | | \$28.82 | 2,10 |
| Indentured On or After 9/1/03 | 1000 | \$20.85 | \$22.94 | \$25.02 | \$29.19 | \$31.28 | \$33.36 | \$35.45 | \$37.53 | | | \$16.27 | 2,10 |

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

REMARKS:

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

REMARKS:

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

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

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

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

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

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

Floor Layer: Labor Day.

Glazier: Sunday.

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

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

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

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

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

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

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

Carpenter

Cement Finisher

Drywall Installer

Insulator

Construction Craft Laborer

Mason

Plasterer

Tile Setter

APPRENTICE SCHEDULE BULLETIN NO. 492 June 11, 2018

Addendum to Apprentice Schedule Bulletin No. 491

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

| Apprentice Classifications | Interval Hrs | BASIC HOURLY RATE | | | | | | | | | | FRINGE BENEFIT HOURLY RATE | Remarks |
|----------------------------|-----------------|-------------------|---------|---------|---------|---------|---------|---------|---------|-----|------|----------------------------------|---------|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | Total | |
| * (Effective 1/1/18) | | | | | | | | | | | | | |
| PAINTER | 1000 | \$16.81 | | | | | | | | | | \$9.25 | |
| " | 1000 | | \$18.68 | \$20.54 | \$22.41 | \$24.28 | | | | | | \$12.75 | |
| " | 1000 | | | | | | \$26.15 | | | | | \$13.75 | |
| " | 1000 | | | | | | | \$28.01 | \$31.75 | | | \$14.50 | |

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

Page left intentionally blank...

SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS AND COVENANTS:

The General Requirements and Covenants of the Department of Public Works, County of Hawai'i (July, 1972), shall be read by the Contractor, as they form a part of the agreement to be entered into between the Contractor and the County of Hawai'i. The General Requirements and Covenants are not physically included in these specifications, but are included by reference. Copies are available at the Department of Public Works.

Shall there be any conflict between the General Requirements and Covenants and Chapter 103D of the Hawai'i Revised Statutes, Chapter 103D of the Hawai'i Revised Statutes shall prevail.

2. SPECIFICATIONS SECTION:

Sections in these specifications conform roughly to the customary trade practice. They are used for convenience only. The Director is not bound to define the limits of any subcontract.

3. LINES AND LEVELS:

a. Established by the County of Hawai'i. Control points and bench marks shown on the drawings.

b. Established and maintained by the Contractor. All other lines, levels, and bench marks necessary for the execution of the work. Employ a competent surveyor to layout work; be responsible for its accuracy.

4. WATER AND ELECTRICITY:

The Contractor shall make all arrangements and pay for installation and use of all temporary water and electric power facilities as required for the construction work under this contract. At the completion of the work, the Contractor shall remove all such temporary facilities at its own expense.

5. NOTICE CONCERNING ECONOMIC STABILIZATION ACT OF 1970, AS AMENDED:

The bidder is reminded that mandatory provision of Federal measures promulgated under authority of the Economic Stabilization Act of 1970 (P.L. 91-379, 84 Stat. 799) including Executive Orders of the President, amendments thereto, and rules and regulations issued thereunder may be applicable to invitations to bid, bid proposals and contracts.

In addition, all bid proposals submitted shall, to the best of the bidder's knowledge and belief, be in accordance with applicable mandatory provisions of measures promulgated by authority of the Economic Stabilization Act of 1970, and where any provision of the contract specifications is inconsistent, such mandatory provisions shall control.

6. REVISIONS TO GENERAL REQUIREMENTS AND COVENANTS:

Section 2.1 - Competency of Bidder. Delete this section in its entirety and replace it with the following: "Each prospective bidder must file a written notice of its intention to bid 10 days prior to the day designated for opening offers in compliance with Section 103D-310, Hawai'i Revised Statutes, as such section may be amended or superseded from time to time. If the day that is ten (10) calendar days prior to the bid opening date is a Saturday, Sunday, or State holiday, the intent to bid shall be due on the next working day following the due date. The procurement officer may require any prospective offeror to submit answers to the standard qualification questionnaire form and may make a determination of nonresponsibility with respect to any offeror in accordance with Section 103D-310, Hawai'i Revised Statutes, as such section may be amended or superseded from time to time.

Section 2.5 - Addenda, Bulletins and Interpretations. Delete "not later than five (5) days," between the "comma" and the word "prior" in line 6 of the second paragraph. The corrected sentence shall read, "Any interpretation, if made, and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the State and County Procurement Website. All plan holders will be notified of any addendum issued.

Section 2.8 - Proposal Guaranty. Delete second sentence of first paragraph in its entirety and replace with the following. "The proposal guaranty shall be equal to five percent (5%) of the total amount of the bid submitted."

Add new paragraph after the first paragraph. "A certificate of deposit, cashier's check or certified check may be utilized only to a maximum of one hundred thousand dollars (\$100,000.00) per issuing financial institution. The bid deposits shall conform to the requirements of HRS 103D-323, HAR 3-122-222 and HAR 3-122-233."

Section 3.5 - Requirement of Contract Bond. Add to first paragraph, "The performance and payment bonds shall each be in an amount equal to one hundred percent (100%) of the amount of the contract price including amounts estimated to be required for extra work, the bond amount shall be as designated in the bid documents (Section 103D-324, Hawai'i Revised Statutes and Section 3-122-224 of the Hawai'i Administrative Rules."

Performance and Payment bonds will not be required if the successful bid is below the small purchase threshold amount of HRS Section 103D-324 and 103D-305 in effect at the time of award (currently the threshold is \$25,000), except as may otherwise be required by law to accommodate those cases where some federal requirement may apply.

Section 4 – Scope of Work. Amended to adopt and include by reference the language of Hawai'i Administrative Rules, Sections: 3-125-4, Changes for Construction Contracts; 3-125-10, Variations in Estimated Quantities for Construction Contracts; 3-125-13, Price Adjustment for Construction.

Section 5.4 – Coordination of Contract Documents. Last sentence of paragraph 2 of section 5.4 was actually highlighted. When copies were made over the years, it inadvertently was blacked out in the GRC. Add the following sentence as the last sentence to the second paragraph. "In case of discrepancy, figured dimensions shall govern over scaled dimensions; technical specifications shall govern over plans; special provisions and proposal shall govern over the General Requirements and Covenants."

Section 5.6 (a) - Plans and Specification. Delete Section 5.6 (a) in its entirety and replace with the following:

"Plans and Specifications – The Contractor will be supplied with one (1) set of the plans and specifications for this project in electronic format (file types, media and means as determined appropriate by the County) upon successful execution of the contract. Physically printed sets of the plans and specification will not be provided. Likewise, all addendum, post contract documents and similar revision will be issued in electronic format only. When required by an applicable county or state permit (such as Building, Plumbing, Electrical, Grubbing, Grading, Work in the Right of Way, etc.), the requisite set(s) of plans and/or specifications will be furnished as required by the applicable permit(s).

The Contractor shall have available on the project site, at all times, one copy of each said plans and specifications and keep them in clean, neat and legible condition at all times. The Contractor shall maintain the plans and specifications at the project site current, incorporating all addenda, post-contract modifications, and supplemental information issued by the County.

The Contractor shall give the work the constant attention necessary to facilitate the

progress thereof and shall cooperate with the Engineer and with other contractors in very possible way.”

Section 5.6 (f) - Field Office. The Contractor shall furnish a field office only when specified in the proposal or construction plans.

Section 5.6 (g) - Project Sign. Delete Section 5.6(g) in its entirety and replace with the following:

“When specified in the proposal or construction plans, the Contractor shall furnish and install two (2) project signs. One sign shall contain the project information and the second sign shall contain a full color rendering of the proposed facility. In general, if the project is for a repair maintenance or renovation of an existing facility, then only one (1) project informational sign will be required. Sign(s) shall be constructed of 4’ x 8’ x 3/4” exterior grade plywood mounted at a minimum of 7 feet from grade to bottom edge of sign. Graphic content for each sign shall be provided by the owner to the contractor in digital format.

The Contractor shall submit a layout of the sign(s) before proceeding with the work and shall make all requested changes. The approved project sign(s) shall be rigidly and firmly braced and securely attached to supports and shall be so constructed to withstand wind pressure of not less than 30 pounds per square foot of area subject to pressure.”

Section 6.2 - Substitution of Materials and Equipment. Line 9 of (a) Before Bid Opening: - Change “ten (10)” to “fourteen (14)”. Paragraph 6 shall be revised to read: “This addendum shall be posted no less than five (5) days before the opening date of bids, not including the date of bid opening.”

Section 7.1 - Laws to be Observed.

Delete 7.1(g) Preference for American Products (Section 103-24) its entirety.

Add the following to end of the introductory paragraph: “The following subsections are meant to summarize and incorporate the statutes referenced in their entirety. Contractor is responsible to check for any amendments to the statutes referenced, and comply with the statutes as amended.”

Add new subsections (m), (n), (o) and (p) to read:

“(m) Prompt payment - (Section 3-125-23, Hawai‘i Administrative Rules)

(a) Any money paid to a contractor shall be disbursed to subcontractors

within 10 days after receipt, in accordance with the subcontract if the subcontractor has met all terms and conditions of the subcontract and there are no bona fide disputes on which the procurement officer has withheld payment.

(b) 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 if there are no bona fide disputes over the subcontractor's performance under the subcontract.

(c) Where a subcontractor has provided evidence to the contractor of satisfactorily completing all work under their subcontract and has provided a properly documented final payment request (as described in the next paragraph), and

(1) Has provided to the contractor an acceptable performance and payment bond for the project executed by a surety company authorized to do business in the state, as provided in HRS Section 103-32.1; or

(2) The following has occurred:

(A) Ninety (90) days has elapsed after the day on which the last of the labor was done, and the last of the material was furnished or supplied, and there has been no written notice of a claim given to contractor and surety under section 103D-324; and

(B) The subcontractor has provided the contractor

(i) an acceptable release of retainage bond, executed by a surety company authorized to do business in the state, for not more than twice the amount being retained or withheld by the contractor; or

(ii) Any other bond acceptable to the contractor; or

(iii) Any other form of mutually acceptable collateral,
THEN, All sums retained or withheld from a subcontractor and otherwise due to the subcontractor for satisfactory performance under the subcontract shall be paid by the procurement officer to the contractor and subsequently, upon receipt from the procurement officer, by the contractor to the subcontractor within the applicable time periods specified in subsection (b) and section 103-10. If the procurement officer or the contractor fails to pay in accordance with this section, a penalty of 1.5 % per month shall be imposed upon the outstanding amounts due that were not timely paid by the responsible party. The penalty may be withheld from future payment due to the contractor, if the contractor was the responsible party. If a contractor has violated subsection (b) 3 or more times within 2 years of the first

violation, the contractor shall be referred by the procurement officer to the contractor license board for action under section 444-17(14).

(d) A properly documented final payment request from a subcontractor under subsection (c) shall include:

(1) Substantiation of the amounts requested;

(2) A certification by the subcontractor, to the best of the subcontractor's knowledge and belief, that:

(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the subcontract;

(b) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the subcontract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

(c) The payment request does not include any amounts that the subcontractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract; and

(3) The submission of documentation confirming that all other terms and conditions required under the subcontract agreement have been fully satisfied.

The procurement officer shall return any final payment request that is defective to the contractor within seven days after receipt, with a statement identifying the defect.

(e) In the case of a construction contract, a payment request made by a contractor to the procurement officer that includes a request for sums that were withheld or retained from a subcontractor and are due to a subcontractor may not be approved under subsection (c) unless the payment request includes:

(1) Substantiation of the amounts requested;

(2) A certification by the contractor, to the best of the contractor's knowledge and belief, that:

(a) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(b) The subcontractor has made payments due to its subcontractors and suppliers from previous payments received under the contract and will make timely payments from the proceeds of the payment covered by the certification, in accordance with their subcontract agreements and the requirements of this section; and

(c) The payment request does not include any amounts that the contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of their subcontract.

The procurement officer shall return any final payment request that is defective to the contractor within seven days after receipt, with a statement identifying the defect.

(f) This section shall not be construed to impair the right of a contractor or a subcontractor at any tier to negotiate and to include in their respective subcontracts provisions that provide for additional terms and conditions that are requested to be met before the subcontractor shall be entitled to receive final payment under subsection (c) of this section; provided that any such payments withheld shall be withheld by the procurement officer.”

“(n) Contract Clauses and their Administration - (Section 103-10.5, Hawai`i Revised Statutes) - Adjustments in price permitted by rules adopted under HRS Section 103D-501(a) shall be computed in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance;

(2) By unit prices specified in the contract or subsequently agreed upon before commencement of the pertinent performance;

(3) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance;

(4) In any other manner as the contracting parties may mutually agree upon before commencement of the pertinent performance; or

(5) In the absence of agreement by the parties:

(A) For change orders with value not exceeding \$50,000, by documented actual costs of the work, allowing for 20% of the actual costs for overhead and

profit on work done directly by the contractor and 10% on any subcontractor's billing to the contractor for the contractor's overhead and profit. There shall be no cap on the total cost of the work if this method is used. A change order shall be issued within 15 days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The procurement officer shall return any documentation that is defective to the contractor within 15 days after receipt, with a statement identifying the defect; or

(B) For change orders with value exceeding \$50,000 by a unilateral determination by the governmental body of the costs attributable to the events or situations under clauses with adjustment of profit or fee, all as computed by the governmental body in accordance with applicable sections of the rules adopted under section 103D-601 and subject to the provisions of Part VII of HRS Chapter 103D. When a unilateral determination has been made, a unilateral change order shall be issued within 10 days. Costs included in the unilateral change order shall allow for 20% of the actual costs for overhead and profit on work done directly by the contractor and 10% on any subcontractor's billing to the contractor for the contractor's overhead and profit. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within 30 days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HRS Section 103D-312. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in paragraphs (1) through (4) above shall be issued within 10 days after agreement on the method of adjustment."

"(o) Apprenticeship Program Preference (Section 103-55.6, Hawai'i Revised Statutes) - In order to comply with the intent of this law the Bidder must complete the form provided in the proposal which lists the trades the Bidder will employ to perform the work. The Contractor must also submit monthly certifications of compliance."

"(p) Employment of State Residents on Construction Procurement Contracts, Chapter 103B, Hawai'i Revised Statutes, as Amended by Act 192, Session Laws of Hawai'i [SLH] 2011 (eff. July 1, 2011).

In accordance with State of Hawai'i, Department of Accounting and General Services' COMPTROLLER'S MEMORANDUM NO. 2011-18, dated July 25, 2011, the following is hereby incorporated:

(1) Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:

(A) "Contract" means contracts for construction under 103D, HRS.

(B) "Contractor" has the same meaning as in Section 103D-104, HRS, provided that "contractor" includes a subcontractor where applicable.

(C) "Construction" has the same meaning as in Section 103D-104, HRS.

(D) "General Contractor" means any person having a construction contract with a governmental body.

(E) "Procurement Officer" has the same meaning as in Section 103D-104, HRS.

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

(G) "Shortage trade" means a construction trade in which there is a shortage of Hawai'i residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations.

(2) HRS Chapter 103B as amended by Act 192, SLH 2011 – Employment of State Residents Requirements:

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

(B) Prior to award of a contract, an Offeror/Bidder may withdraw an offer/bid without penalty if the Offeror/Bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.

(C) Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors, in a form and manner acceptable to the Director.

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

(E) The Contractor, and any Subcontractor whose subcontract is \$50,000 or more, shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.

i. Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment. The Certificate shall be as provided by the Director.

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

iii. In addition to the certification of compliance as indicated above, the Contactor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics who performed work at the site and time sheets for all other employees who performed work on the project. These records shall include names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contactor and Subcontractors shall retain these records and provide access to the County and State for a minimum period of four (4) years after the final payment, except that if any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four-year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four-year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

(F) A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:

i. With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.

ii. Proceedings for debarment or suspension of the Contractor or Subcontractor under Hawai'i Revised Statutes §103D-702.

(3) Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the County from receiving federal funds or aid.”

Section 7.8 - Contractor's Responsibility for Work. Amend the entire section to read: “7.8 CONTRACTOR'S RESPONSIBILITY FOR WORK – Until acceptance by the Director of any part of all the construction as provided for in these specifications, the construction shall be under the charge and care of the Contractor, who shall take every necessary precaution against injury or damage to any part of the work by the action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the work. Before its completion and acceptance by the Director, the Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damage to any portion of the work occasioned by any of the above causes; provided, however, the Contractor shall not be responsible for any injury or damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to, war, blockage, revolution, insurrection, civil commotion, riot, mobilization, strike, plague, epidemic, fire, flood, Act of Government or public enemy and Acts of God, such as earthquakes, tsunami and lava flows. The Contractor shall be responsible for coordinating the work of all trades on the job and shall be liable for the acts of subcontractors as the prime Contractor on the project.”

Section 7.12 – Insurance.

Section 7.12 (b) – Workmen's Compensation. Delete in its entirety and replace with the following:

“(b) Workers Compensation and Employers' Liability Insurance – The Contractor shall, in accordance with Hawai'i Workers' Compensation Law, HRS 386, “Employers Liability”, shall secure required workers' compensation and employers' liability insurance with minimum limits of \$100,000 (bodily injury per occurrence) for all of his employees who will be engaged in

work at the site of the project, and in case any part of such Contractor's contract is sublet, the Contractor will require his subcontractor to maintain such insurance for all the subcontractor's employees who will be so engaged, unless the latter's employees are protected by the principal Contractor's insurance. The policy shall remain in full force and effect for the term of this contract and which further names the County of Hawai'i and its officers and employees as an additional insured. The limits required under the contract may not be adequate and any limit requirement contained in the contract shall not act as a limitation of contractor's indemnification and/or liability."

Section 7.12 (c) – Public Liability and Property Damage Insurance. Delete in its entirety and replace with the following:

"(c) Public Liability and Property Damage Insurance - The Contractor shall secure required public liability insurance with limits not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) covering death, personal injury, and damage to property (per occurrence), which policy shall remain in full force and effect for the term of this contract and which further names the County of Hawai'i and its officers and employees as an additional insured. The limits required under the contract may not be adequate and any limit requirement contained in the contract shall not act as a limitation of contractor's indemnification and/or liability.

Add new subsection (d) to read:

"(d) Modifications or Cancellations of Insurance Policy – The Contractor is required to notify the County at least sixty (60) days prior to the Contractor seeking to modify or cancel any of the insurance policies required by this contract. The Contractor is also required to notify the County immediately of any modification or cancellation of any required insurance policy that is initiated by the insurance carrier."

Add new subsection (e) to read:

"(e) Automobile Liability Insurance - The Contractor shall secure required automobile liability insurance policy with minimum limits of \$100,000 (bodily injury per person) / \$300,000 (bodily injury per occurrence) / \$100,000 (property damage per occurrence) coverage (assuming Contractor will be using vehicles(s) in performance of the scope of work), which policy shall remain in full force and effect for the term of this contract and which further names the County of Hawai'i and its officers and employees as an additional insured. The limits required under the contract may not be adequate and any limit requirement contained in the contract shall not act as a limitation of contractor's indemnification and/or liability."

The Contractor shall file with the Department of Public Works copies of a certificate of insurance showing it has in full force and effect the required insurance.

Section 8 – Prosecution & Progress. Amended to adopt and include by reference the language of Hawai'i Administrative Rules, Sections: 3-125-7, Suspension of Work for Construction Contracts; 3-125-11, Differing Site Conditions for Construction Contracts; 3-125-13, Price Adjustment for Construction Contracts; 3-125-14, Novation or Change of Name; 3-125-16, Claims Based on Oral Directives; 3-125-18, Default, Delay, and Time Extensions for Construction Contracts; 3-125-20, Liquidated Damages for Construction Contracts; 3-125-22, Termination for Convenience of Construction Contracts; 3-125-23, Prompt Payment by Contractors to Subcontractors; 3-125-24, Remedies; 3-126-31, Disputes Clause.

Section 8.11 – Failure to Complete the Work on Time. Replace this section, in its entirety, with the following:

“It is mutually agreed by and between the parties hereto that time shall be an essential part of this contract and that in the case of the failure on the part of the Contractor to complete its contract within the time specified and agreed upon, in the contract and in all supplements thereto, in addition to all other remedies for breach that may be available to the County of Hawai'i, the County of Hawai'i will be damaged thereby and the Contractor shall pay liquidated damages to the County in the amount specified in the Contract. The amount of said damages, being difficult to determine definitely, shall be the sum set determined by the County as appropriate for the scope of the project and the projected extent of damages as set forth in the Proposal for every calendar day's delay in finishing the work in excess of the contract duration agreed to. The Contractor hereby agrees that said sum shall be deducted from monies due the Contractor under the contract, or, if no money is due the Contractor, the Contractor hereby agrees to pay to the County of Hawai'i as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay, computed as aforesaid.

a. Liquidated Damages for Failure to Complete Portion(s) of the Work within a Project with Predetermined Time Constraints: The Contractor shall complete the specific portions of work within the Contract that have predetermined completion dates or time periods separate from the overall contract's duration. When the Contractor fails to complete such portion(s) of work, the Contractor shall pay liquidated damages to the County of Hawai'i of one hundred percent (100%) of the amount of liquidated damages established for failure to substantially complete the work within the contract time.

b. Liquidated Damages for Failure to Complete the Punchlist: The Contractor shall complete the work identified on all punchlists created after substantial completion, within the

contract time and any extensions thereof.

When the Contractor fails to complete the work of such punchlists within the contract time or any extension thereof, the Contractor shall pay liquidated damages to the County of Hawai'i of fifty percent (50%) of the amount of liquidated damages established for failure to substantially complete the work within the contract time. Liquidated damages shall not be assessed for the period between:

i. The Project Inspector's verification of the work being at a state ready for Final Inspection, (also referred to as "Substantial Completion of the work") and the time the punchlist is delivered to the Contractor; and

ii. The date of the Final Inspection that results in Final Acceptance and the receipt by the Contractor of the written Notice of the Final Acceptance.

c. Liquidated Damages Upon Termination: If the county terminates the contract on account of the contractor's default, liquidated damages shall be assessed against the defaulting Contractor and its Surety until final completion of the work is accomplished by whatever alternate means selected or enacted by the County of Hawai'i.

d. Actual Damages Recoverable if Liquidated Damages Deemed Unenforceable: In the event a court of competent jurisdiction holds that any liquidated damages assessed pursuant to this contract are unenforceable, the County of Hawai'i will be entitled to recover its actual damages for the Contractor's failure to complete the work, or any designated portion thereof within the time set by the contract."

Section 8.12 - Termination of Contract. Add new paragraph to the end of the section as follows:

"It is understood and agreed that any services to be provided in accordance with the terms of this contract may be terminated immediately, in whole or in part, upon a finding by the County or any court of competent jurisdiction that these services must be provided by public employees pursuant to Civil Service or other law. It is further understood, that should such a finding be made, the County will not be liable under this contract for any resulting damages, and such a termination will not be considered a breach of this contract."

Section 9.4 - Payment for Additional Work. Revise (b) Force-Account Work,

item 1, delete "15%" in line nine and replace with "20%."

item 2, delete "15%" in line five and replace with "20%."

item 3, paragraph one to read: "For any machinery or special equipment other than small hand operated, unautomatic tools shall be paid for at the rental rates agreed upon in writing prior to any work being done. The rental rates are specified in the current edition of 'Rental Rate Blue Book for Construction Equipment' published by EquipmentWatch with the following modifications:"

item 3, paragraph six, delete "15%" in line two and replace with "20%."

Section 9.6 - Partial Payments. Delete the last two sentences, and add:

"It is provided, however, that after 50% of the contract is completed and progress is satisfactory, no additional sum shall be withheld; provided further that if progress is not satisfactory, the procurement officer may continue to withhold, as retainage, sums not exceeding 5% of the amount due the contractor. The retainage shall not include sums deducted as liquidated damages from moneys due or that may be come due the contractor under the contract.

Where a subcontractor has provided evidence to the contractor of:

(1) A valid performance and a payment bond for the project that is acceptable to the contractor and executed by a surety company authorized to do business in this State;

(2) Any other bond acceptable to the contractor; or

(3) Any other form of collateral acceptable to the contractor, the retention amount withheld by the contractor from its subcontractor shall be not more than the same percentage of retainage as that of the contractor. This subsection shall also apply to the subcontractors who subcontract work to other subcontractors.

Contractors or subcontractors at any tier have the right to negotiate, and include in their subcontract, provisions that:

(1) Permit the contractor or subcontractor to retain, without cause, a specified percentage of no more than 10% of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract, without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond, subject however to the limitations of the previous paragraph; and

(2) Permit the contractor or subcontractor to make a determination that part or all of the subcontractor's payment request may be withheld by the procurement officer in accordance with the subcontract agreement, without incurring any obligation to pay interest or a late payment penalty if:

(A) A notice conforming to the standards of the next paragraph has been previously furnished to the subcontractor; and

(B) A copy of said notice has been furnished to the procurement officer.

A written notice of any withholding shall be issued to a subcontractor, with a copy to the procurement officer, specifying the following:

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor to receive payment of the amounts withheld.

A contractor may not request payment from the procurement officer of any amount withheld or retained in accordance with the foregoing subcontract retainage provisions until the contractor has certified to the procurement officer that the subcontractor is entitled to the payment of that amount.

The foregoing shall not be construed to require payment to subcontractors of retainage released to a contractor pursuant to an agreement with the procurements officer pursuant to HRS Section 103-32.2."

Section 9.7 - Final Payment. Add the following paragraph:

"Where Federal funds are involved, it is covenanted and agreed by and between the parties that the Federal share of funds for this project will be paid the Contractor only out of the Federal funds when the payment share of the Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement by the County of Hawai'i to pay said portions of the Federal payment share at all events out of any funds other than those which may be so received from the Federal Government; provided that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the County may advance the Contractor such share of the cost of the completed

portions of the work for which funds have been appropriated and allotted by the County.”

7. NONDISCRIMINATION IN COUNTY CONTRACTS (County Executive Order No. 142 of February 11, 2005):

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for nondiscrimination in Federally assisted programs.
- b. The Contractor shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The Contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- c. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.
- d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the Contractor may be declared ineligible for further County contracts until such time that the Contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.
- e. The Contractor who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein

and agrees that any subcontractor who is found in violation of such provisions shall subject the principal Contractor's contract with the County to be terminated or suspended pursuant to Subsection d. above.

- f. The County may direct any bidder, prospective Contractor or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

8. REFERENCES:

Specifications or standard plans used as reference include but are not limited to the following:

- a. Standard Specifications for Public Works Construction (September, 1986).
- b. County of Hawai'i, Standards for Water System, 2002.
- c. County of Hawai'i, Department of Public Works Standard Details (September, 1984 and as revised February 2003).

9. PRICE ADJUSTMENT CLAUSE:

The Director will not consider price adjustments for this project.

10. PREFERENCES:

(A) Preference for Hawai'i Products. The bidder's attention is directed to Hawai'i Revised Statutes, Sections 103D-1001, 103D-1001.5, 103D-1002 and 103D-1002.5, and Hawai'i Administrative Rules, Title 3 (Department of Accounting and General Services), Subtitle 11 (Procurement Policy Board), Chapter 124 (Preferences), Subchapter 1 (Hawai'i Products) which provide for a preference to be applied for the incorporation of certified Hawai'i products, meeting the project's specifications, in its bid.

When a product, certified as a Hawai'i Product, is available and meets the project's specifications (prequalified or as an approved substitution request, as applicable), such product may be used in the performance of the project.

Bidders shall declare their intention(s) to claim the preference for Hawai'i Products on forms furnished by the County for each individual project being bid. When certified Hawai'i products will be used in its bid, the Bidder shall clearly designate the product(s), its (their) corresponding supplier and other information on the form furnished by the County. It is the Bidder's sole responsibility to ensure the form is completely and accurately filled-out prior to submittal.

Any Bidder that claims the preference for Hawai'i products in its bid and is awarded a contract are required to immediately notify the Director in writing of any change that materially affects its ability to supply the Hawai'i products incorporated in its bid. The parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

At any time during the performance of the work of the Project, the Director may request, and the Contractor shall immediately provide, satisfactory proof of the incorporation of the Hawai'i Products it claimed preference for in its Bid. Proof shall be provided in the form of invoices, bills of lading or other forms satisfactory to the Director. The burden of proof shall rest solely with the Contractor and all costs associated with furnishing such shall be borne by the Contractor at no additional cost to the County. If the Director finds that, in the performance of the contract, there has been a failure to comply with the HRS Sections noted above, the contract shall be voidable and the findings shall be referred for debarment or suspension proceedings under section 103D-702, H.R.S.

Any contract awarded or executed in violation of Section 103D-1002, HRS, shall be void and no payment shall be made on account of such contract.

The preference for Hawai'i products shall not apply whenever its application is in conflict with conditions for the County, or any subdivision thereof, to receive federal funds or aid.

(B) Preference for Bidders in Apprenticeship Programs. The Bidder's attention is directed to Section 103-55.6 of the Hawai'i Revised Statutes, as enacted by S.B. 19, Act 17, SLH 2009, which provides for a preference for bidders who participate in registered apprenticeship programs. This preference is in the form of a five percent (5%) bid adjustment applied to the Bidder's bid amount and is applicable on public works construction projects with estimated values of \$250,000 or greater, unless it is in conflict with any Federal Law or if it would disqualify any County Agency from receiving federal funds or aid.

Upon applying for the Hawai'i Apprenticeship Preference, the Contractor shall certify each month that work is being conducted on the project, that it continues to be a participant in

the relevant apprenticeship program for each trade it employs. Said monthly certification shall be made on MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (FORM 2) form issued by the DLIR. Failure or refusal of the contractor to submit its monthly certification forms, or at any time during the construction of the project, cease to be a party to a registered apprenticeship agreement for each apprenticeable trade the contractor employs, the Contractor will be subject to the sanctions afforded by law, as determined by the Director."

(C) Preference for Recycled Products. Recycled Products shall not apply to this project.

(D) Evaluation Procedures and Contract Award. For bid evaluation, the Director will evaluate the bids by applying the applicable preferences selected by the bidders according to the contract. The Director will base the calculations for adjustments upon the original bid prices offered. If more than one preference applies, the evaluated bid price shall be the sum of the original bid price plus applicable preference adjustments.

The Director will award the contract to the responsible bidder submitting the responsive bid with the lowest evaluated bid price.

The amount of the contract awarded shall be the original bid price offered exclusive of any preference.

11. FORUM SELECTION CLAUSE:

No action or proceeding involving this contract shall be commenced by either party except in the Circuit or District Courts of the Third Circuit, County of Hawai'i, State of Hawai'i; nor shall any action commenced in such court be removed or transferred to any other state or federal court.

12. RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:

a. Be registered and incorporated or organized under the laws of the State, hereinafter referred to as a "Hawai'i business"; **or**

b. Be registered to do business in the State, hereinafter referred to as a "compliant non-Hawai'i business."

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

BID PREPARATION

Proposal. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on the Proposal. Failure to do so may delay proper execution of the contract.

The authorized signature shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawai'i business. A business entity referred to as a "Hawai'i business" is registered and incorporated or organized under the laws of the State of Hawai'i.

Compliant non-Hawai'i business. A business entity referred to as a "compliant non-Hawai'i business" is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State.

AWARD OF CONTRACT

Method of Award. Award, under an IFB, shall be to the responsive, responsible offeror submitting the lowest bid. If an award is made for an RFP, it shall be to the responsive, responsible Offeror whose proposal is determined in writing to provide the best value to the County taking into consideration price and the evaluation criteria of the RFP.

Responsibility of Lowest Responsive Bidder.

References §3-122-112, Hawai'i Administrative Rules and Hawai'i Revised Statutes, §103D-310(c), Responsibility of Offerors. If the proof of compliance documents have not been submitted to the purchasing agency prior to award, the lowest responsive Offeror shall produce

documents to the procurement officer to demonstrate compliance with this section.

Effective July 1, 2011, the Governor of Hawai'i signed Act 190 into law, which requires compliance documentation for awards of \$2,500 or more:

All contractors doing business with the State of Hawai'i or County of Hawai'i are required to comply with all applicable statutes, administrative rules and procedures. State or County agencies must verify compliance prior to award and for final payment. Acceptable verification is through Hawai'i Compliance Express (HCE). Contractors wishing to do business with the State or County must register in HCE and be in compliance.

Hawai'i Compliance Express provides a contractor's proof of compliance for the following:

- Certificate of Good Standing (COGS) from the Department of Commerce and Consumer Affairs (DCCA) Business Registration Division
- Tax clearances (federal and state) from the Department of Taxation (DOTAX)
- Compliance with HRS Chapters 383 Hawai'i Employment Security Law (Unemployment Insurance), 386 Worker's Compensation Law, 392 Temporary Disability Insurance and 393 Prepaid Healthcare Act from the Department of Labor and Industrial Relations (DLIR)

There is a nominal fee to subscribe to HCE. Contractors can register with Hawai'i Compliance Express at <http://vendors.ehawaii.gov>. Please note that it may take approximately two weeks to establish a vendor account. If you have questions during the registration process, call the Hawai'i Information Consortium (HIC) staff at (808) 695-4620.

Timely Submission of all Certificates. The "compliant" Hawai'i Compliance Express certificate should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate or a "compliant" Hawai'i Compliance Express certificate, not more than two (2) months from the date of issuance, for final payment on the contract. The tax clearance certificate or the Hawai'i Compliance Express certificate must be valid on the date it is received by the purchasing agency.

Revised: 06/14/2016

1 **SECTION 101 - TERMS, ABBREVIATIONS AND DEFINITIONS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 101.03 Definitions** by adding the following after line
6 246:

7
8 **“County** - County of Hawaii, its Departments and agencies, acting through its
9 authorized representative(s).”

10
11 **(II)** Amend **Subsection 101.03 Definitions** by revising line 254 to line 255 to
12 read as follows:

13
14 **“Department** - Department of Finance, Department of Public Works, or County
15 of Hawaii, whichever is applicable.”

16
17 **(II)** Amend **Subsection 101.03 Definitions** by revising line 257 to line 258 to
18 read as follows:

19
20 **“Director** - When used in context as Contracting Officer, Director shall mean the
21 Director of Finance of the County of Hawaii.”

22
23 **(III)** Amend **Subsection 101.03 Definitions** by revising line 264 to line 265 to
24 read as follows:

25
26 **“Engineer** - The Director of Public Works, County of Hawaii, acting directly or
27 through a duly authorized representative.”

28
29 **(IV)** Amend **Subsection 101.03 Definitions** by revising line 294 to line 296 to
30 read as follows:

31
32 **“Highways Division** - Engineering Division, Department of Public Works of the
33 County of Hawaii.”

34
35 **(V)** Amend **Subsection 101.03 Definitions** by adding the following after line
36 420:

37
38 **“Standard Details** - Drawings provided by the State or County, whichever is
39 applicable, for specific items of work approved for repetitive use.”

40
41 **(VI)** Amend **Subsection 101.03 Definitions** by revising line 424 to line 425 to
42 read as follows:

43
44 **“State** - The State of Hawaii or County of Hawaii, its Departments and agencies,
45 acting through its authorized representative(s), whichever is applicable.”

46 **END OF SECTION 101**

Page left intentionally blank...

1 Make this Section a part of the Standard Specifications:

2
3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

4
5 **"102.01 Prequalification of Bidders.** Prospective bidders shall be capable of
6 performing the work for which they are bidding.

7
8 In accordance with HRS Chapter 103D-310, the Department may require
9 any prospective bidder to submit answers to questions contained in the 'Standard
10 Qualification Questionnaire For Prospective Bidders On Public Works Contracts'
11 furnished by the Department, properly executed and notarized, setting forth a
12 complete statement of the experience of such prospective bidder and its
13 organization in performing similar work and a statement of the equipment
14 proposed to be used, together with adequate proof of the availability of such
15 equipment. Whenever it appears to the Department, from answers to the
16 questionnaire or otherwise, that the prospective bidder is not fully qualified and
17 able to perform the intended work, the Department will, after affording the
18 prospective bidder an opportunity to be heard and if still of the opinion that the
19 bidder is not fully qualified to perform the work, refuse to receive or consider any
20 bid offered by the prospective bidder. All information contained in the answers to
21 the questionnaire shall be kept confidential. Questionnaire so submitted shall be
22 returned to the bidders after serving their purpose.

23
24 No person, firm or corporation may bid where (1) the person, firm, or
25 corporation, or (2) a corporation owned substantially by the person, firm, or
26 corporation, or (3) a substantial stockholder or an officer of the corporation, or (4)
27 a partner or substantial investor in the firm is in arrears in payments owed to the
28 State/County or its political subdivisions or is in default as a surety or failure to do
29 faithfully and diligently previous contracts with the State/County.

30
31 **102.02 Contents of Proposal Forms.** The Department will furnish
32 prospective bidders with proposal forms stating:

- 33
34 (1) The location,
35
36 (2) Description of the proposed work,
37
38 (3) The approximate quantities,
39
40 (4) Items of work to be done or materials to be furnished,
41
42 (5) A schedule of items, and
43
44 (6) The time in which the work shall be completed.

45
46 Documents transmitted with the proposal form are part of the proposal.

47
48 Also, the bidder shall consider other documents including the plans and
49 specifications a part of the proposal form whether attached or not.
50

51 **102.03 Issuance of Proposal Forms.** The Department reserves the right to
52 refuse to issue proposal forms to prospective bidders, which refusal may be
53 based on the following:
54

- 55 (1) Lack of competency or adequate machinery, plant, and other
56 equipment (which determination may be based on the financial statement
57 and experience questionnaires required under Subsection 102.01 -
58 Prequalification of Bidders);
59
- 60 (2) Uncompleted work that might hinder or prevent the prompt
61 completion of additional work if awarded;
62
- 63 (3) Failure to pay or settle bills due for labor and material on former
64 contracts in force at the time of issuance of the project proposal forms;
65
- 66 (4) Failure to comply with qualification regulations of the Department;
67
- 68 (5) Default under previous contracts; or
69
- 70 (6) Lack of responsibility and cooperation from past work.
71

72 **102.04 Estimated Quantities.** The quantities shown in the contract are
73 approximate and are for the comparison of bids only. The actual quantity of work
74 may not correspond with the quantities shown in the contract. No change in the
75 contract unit price will occur for overruns or underruns. The Department will
76 make payment to the Contractor for unit price items according to the contract for
77 only the following:
78

- 79 (1) Actual quantities of work done and accepted, not the estimated
80 quantities; or
81
- 82 (2) Actual quantities of materials furnished, not the estimated
83 quantities.
84

85 The Department may increase, decrease, or omit each scheduled
86 quantities of work to be done and materials to be furnished. When the
87 Department increases or decreases the estimated quantity of a contract item by
88 more than 15% the Department will make payment for such items according to
89 Subsection 104.06- Method of Price Adjustment.
90

91 **102.05 Examination of Contract and Site of Work.** The bidder shall
92 examine carefully the site of the proposed work and contract before submitting a
93 proposal.

94
95 By the act of submitting a bid for the proposed contract, the bidder
96 warrants that:

97
98 (1) The bidder and its Subcontractors have reviewed the contract
99 documents and found them free from ambiguities and sufficient for the
100 purpose intended;

101
102 (2) The bidder and its workers, employees and subcontractors have
103 the skills and experience in the type of work required by the contract
104 documents bid upon;

105
106 (3) Neither the bidder nor its employees, agents, suppliers or
107 subcontractors have relied upon verbal representations from the
108 Department, its employees or agents, including architects, engineers or
109 consultants, in assembling the bid figure;

110
111 (4) The bases for the bid amounts are solely on the construction
112 contract documents; and

113
114 (5) The responsibility to coordinate, cooperate, schedule/reschedule,
115 work with Utilities are aspects of the work, including work by the utilities.

116
117 Also, the bidder warrants that the bidder has examined the site of the
118 work. From its investigations, the bidder acknowledges satisfaction on:

119
120 (1) The nature and location of the work;

121
122 (2) The character, quality, and quantity of materials;

123
124 (3) The difficulties to be encountered;

125
126 (4) The kind and amount of equipment and other facilities needed.

127
128 Subsurface information or hydrographic survey data if made available are
129 for the bidders' convenience only and is available for inspection at the
130 Department office in Hilo. The data and information furnished are the product of
131 the Department's interpretation gathered in investigations made at the specific
132 locations. These conditions may not be typical of conditions at other locations
133 within the project area or that such conditions remain unchanged. Also,
134 conditions found at the time of the subsurface explorations may not be the same
135 conditions when work starts. The bidder shall be solely responsible for

assumptions, deductions, or conclusions the bidder may derive from the subsurface information or data furnished.

If the Engineer determines that the natural conditions differ from that originally anticipated or contemplated by the Contractor in the items of excavation, the County may treat the difference in natural conditions, as falling within the meaning of Subsection 104.02 – Changes.

102.06 Preparation of Proposal. The submittal of its proposal shall be on forms furnished by the Department. The bidder shall specify in words or figures:

- (1) A unit price for each pay item with a quantity given;
- (2) The products of the respective unit prices and quantities
- (3) The lump sum amount; and
- (4) The total amount of the proposal obtained by adding the amounts of the several items.

The words and figures shall be in ink or typed. If a discrepancy occurs between the prices written in words and those written in figures, the prices written in words shall govern.

When an item in the proposal contains an option to be made, the bidder shall choose according to the contract for that particular item. Determination of an option will not permit the Contractor to choose again.

The bidder shall sign the proposal properly in ink. A duly authorized representative of the bidder or by an agent of the bidder legally qualified and acceptable to the Department shall sign, including one or more partners of the bidder and one or more representatives of each entity comprising a joint venture.

When an agent, other than the officer(s) of a corporation authorized to sign contracts for the corporation or a partner of a partnership, signs the proposals, a 'Power of Attorney' shall be on file with the Department or submitted with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

The bidder shall submit acceptable evidence of the authority of the partner, member(s) or officer(s) to sign for the partnership, joint venture, or corporation respectively with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

181 **102.07 Irregular Proposals.** The Department may consider proposals
182 irregular and may reject the proposals for the following reasons:
183

184 (1) The proposal is a form not furnished by the Department, altered, or
185 detached;
186

187 (2) The proposal contains unauthorized additions, conditions, or
188 alternates. Also, the proposal contains irregularities that may tend to make
189 the proposal incomplete, indefinite, or ambiguous to its meaning;
190

191 (3) The bidder adds provisions reserving the right to accept or reject an
192 award. Also, the bidder adds provisions into a contract before an award;
193

194 (4) The proposal does not contain a unit price for each pay item listed
195 except authorized optional pay items; and
196

197 (5) Prices for some items are out of proportion to the prices for other
198 items.
199

200 (6) If in the opinion of the Director, the bidder and its listed
201 subcontractors do not have the Contractor's licenses or combination of
202 Contractor's licenses necessary to complete the work.
203

204 Where the prospective bidder is bidding on multiple projects
205 simultaneously and the proposal limits the maximum gross amount of awards
206 that the bidder can accept at one bid letting, the proposal is not irregular if the
207 limit on the gross amount of awards is clear and the Department selects the
208 awards that can be given.
209

210 **102.08 Proposal Guaranty.** The Department will not consider a proposal of
211 \$25,000 or more unless accompanied by:
212

213 (1) A deposit of legal tender; or
214

215 (2) A valid surety bid bond, underwritten by a company licensed to
216 issue bonds in the State of Hawaii, in the form and composed,
217 substantially, with the same language as provided herewith and signed by
218 both parties; or
219

220 (3) A certificate of deposit, share certificate, cashier's check,
221 treasurer's check, teller's check, or official check drawn by, or a certified
222 check accepted by and payable on demand to the County by a bank,
223 savings institution, or credit union insured by the Federal Deposit
224 Insurance Corporation (FDIC) or the National Credit Union Administration
225 (NCUA).
226

(a) The bidder may use these instruments 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 acceptable.

(c) The instrument shall be made payable at sight to the Department.

According to Section 103D-323, H.R.S., the above shall be in a sum not less than 5% of the amount bid.

102.09 Delivery of Proposal. Pursuant to HRS 103D, electronic sealed offers via the Public Purchase system will be received up to the date and time published, and recorded immediately for the Department of Public Works.

102.10 Withdrawal or Revision of Proposals. A bidder may withdraw or revise a proposal after the bidder deposits the proposal with the Department, provided the Department receives such withdrawal or revision request in writing before the time set for the opening of bids.

102.11 Public Opening of Proposals. Bid reading information will be posted on the Public Purchase website.

102.12 Disqualification of Bidders. The Department may disqualify a bidder and reject its proposal for the following reasons:

(1) Submittal of more than one proposal whether under the same or different name.

(2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.

(3) Lack of proposal guaranty.

(4) Submittal of an unsigned or improperly signed proposal.

(5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.

(6) Submittal of an irregular proposal according to Subsection 102.07 - Irregular Proposals.

(7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State/County office or employment in the matter with which the contract is directly concerned, pursuant to Section 84-15, HRS.

(8) Suspended or debarred in accordance with HRS 104-25.

(9) Failure to complete the prequalification questionnaire.

(10) Failure to attend the mandatory pre-bid meeting, if applicable.

102.13 Material Guaranty. The successful bidder may be required to furnish a statement of the composition, origin, manufacture of materials, and samples.

102.14 Substitution of Materials and Equipment Before Bid Opening. (See Subsection 106.13 for Substitution of Materials and Equipment After Bid Opening).

The Department will not review substitution request before bid opening. Bidders shall base bids on the specified items.

102.15 Preferences. Recycled Products shall not apply to this project.

102.16 Certification for Safety and Health Program for Bids in excess of \$100,000. According to Section 396-18 of the Hawaii Revised Statutes, the bidder or offeror, by signing and submitting this proposal, certifies that a written safety and health plan for this project will be available and implemented by the notice to proceed date for this project. Details of the requirements of this plan may be obtained from the State Department of Labor and Industrial Relations, Occupational Safety and Health Division (HIOSH).

102.17 Addenda. Addenda issued shall become part of the contract documents. Any addenda will be issued via the Public Purchase website to all persons who have properly registered and obtained the solicitation. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. Each addendum shall be an addition to the contract documents. The terms and requirements of the bid documents (i.e. drawings, specifications and other bid and contract documents) cannot be changed prior to the bid opening except by a duly issued addendum."

END OF SECTION 102

Page left intentionally blank...

1 Make this section a part of the Standard Specifications.

2
3 **"SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

4
5 **103.01 Consideration of Proposals.** The Department will compare the
6 proposals in terms of the summation of the products of the approximate
7 quantities and the unit bid prices after the Contracts Officer opens and reads the
8 proposals. The Department will make the results immediately available to the
9 public. If a discrepancy occurs between the unit bid price and the bid price, the
10 unit bid price shall govern.

11
12 The "Buy America" provisions in the Surface Transportation Assistance
13 Act of 1982 is applicable to Federal-aid projects. Bidders may submit a bid based
14 upon the furnishing and use of domestic steel or foreign steel. The Department
15 will award the contract to the bidder who submits the lowest total bid based on
16 furnishing domestic steel unless such total bid exceeds the lowest total bid based
17 on furnishing foreign steel by more than 25 percent. The bases for the
18 determination of foreign or domestic character of the steel are on place of
19 manufacture. Manufacturing processes for domestic steel shall occur in the
20 United States.

21
22 The Department directs the bidder to the instructions in the Proposal
23 regarding alternate bidding procedures for foreign steel.

24
25 The Department will decide the total bid for bid comparison purposes as
26 provided in the proposal. The Department will consider the bid based on
27 furnishing domestic steel the lower of the bids if a tie occurs between a bid based
28 upon furnishing foreign steel for the steel items and a bid based upon furnishing
29 domestic steel for the steel items and including the 25 percent price differential
30 allowed to bid based on furnishing domestic steel.

31
32 The Department reserves the right to reject proposals, waive technicalities
33 or advertise for new proposals, if the rejection, waiver, or new advertisement
34 favors the Department.

35
36 **103.02 Award of Contract.** The award of contract, if it be awarded, will
37 be made within 90 calendar days after the opening of bids, to the lowest
38 responsible bidder whose proposal complies with all the requirements. The
39 successful bidder will be notified by letter mailed to the address shown in its
40 proposal, that its proposal has been accepted, and that it has been awarded the
41 contract.

42
43 **(1) Requirement for Award.** To be eligible for award, the
44 apparent low bidder will be contacted to submit copies of the
45 documents listed below to demonstrate compliance with HRS
46 Section 103D-310(c). The documents should be submitted to the
47 Department as soon as possible. If a valid certificate/clearance is

not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award. See also Subsection 108.03 – Preconstruction Data Submittal.

(A) Tax Clearance. Pursuant to HRS Sections 103D-310(c), 103-53 and 103D-328, the successful bidder shall be required to submit a certified copy of its tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its compliance with HRS Chapter 237. A tax clearance is valid for six (6) months from the most recent approval stamp date on the tax clearance and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

FORM A6, TAX CLEARANCE CERTIFICATE, is available at the following website:

<http://www.hawaii.gov/tax/>

To receive DOTAX Forms by fax or mail, phone (808) 587-7572 or 1-800-222-7572.

The application for the Tax Clearance Certificate is the responsibility of the bidder and must be submitted directly to the DOTAX or IRS. The approved certificate may then be submitted to the Department.

(B) DLIR Certificate of Compliance. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR) to demonstrate its compliance with unemployment insurance (HRS Chapter 383), workers' compensation (HRS Chapter 386), temporary disability insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. For certificates which receive a "pending" approval stamp, a DLIR approval stamp is required prior to the issuance of the Notice to Proceed.

FORM LIR#27, APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the following website:

www.hawaii.gov/labor

More information is available by calling the DLIR Unemployment Insurance Division at (808) 586-8926.

Inquiries regarding the status of a LIR#27 Form may be made by calling the DLIR Disability Compensation Division at (808) 586-9200.

The application for the Certificate of Compliance is the responsibility of the bidder and must be submitted directly to the DLIR. The approved certificate may then be submitted to the Department.

(C) DCCA Certificate of Good Standing. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy (faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

- (1) Incorporated or organized under the laws of the State; or
- (2) Registered to do business in the State as a separate branch or division that is capable of fully performing under the contract.

The Certificate of Good Standing is valid for six (6) months from the approval date on the certificate and must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date. A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a Certificate of Good Standing. Bidders are advised that there are costs associated with registering and obtaining a Certificate of Good Standing from the DCCA.

To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line Services at the following website:

www.hawaii.gov/dcca/

The application for the Certificate of Good Standing is the responsibility of the bidder and must be submitted directly to the DCCA. The approved certificate may then be submitted to the Department.

103.03 Cancellation of Award. The Department reserves the right to cancel the award of contracts before the execution of said contract by the parties. There will be no liability to the awardee and to other bidders.

103.04 Return of Proposal Guaranty. The Department will return the proposal guaranties, except those of the three lowest bidders, after the Department checks the proposals. The Department will return the proposal guaranties of the remaining two lowest bidders not awarded the contract within five working days following the execution of the contract. The Department will return the successful bidder's proposal guaranty after the successful bidder furnishes a bond and executes the contract.

103.05 Requirement of Contract Bond. At the time of execution of the contract, the successful bidder shall file a good and sufficient performance bond

and a payment bond on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder and used in the prosecution of the work provided for in the contract. The bonds shall be of an amount equal to 100 percent of the amount of the contract price and include 5 percent of the contract amount estimated to be required for extra work. The bidder shall limit the acceptable performance and payment bonds to the following:

(a) Legal tender;

(b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or

(c) A certificate of deposit; share certificate; cashier's check; treasurer's check, teller's check drawn by or a certified check accepted by and payable on demand to the County by a bank savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of \$100,000.

2. 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 acceptable.

Such bonds shall also by the terms inure to the benefit of any and all persons entitled to file claims for labor done or material furnished in the work so as to give them a right of action as contemplated by HRS Section 103D-324.

103.06 Execution of the Contract. The contract bond and HRS Chapter 104 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be executed by the successful bidder and returned within ten days after the award of the contract or within such further time as the Director may allow after the bidder has received the contract for execution.

The contract shall not bind the Department unless said parties execute the contract and the Director of Finance endorses the bidder's certificate in accordance with HRS Section 103-39.

103.07 Failure to Execute Contract. Failure to execute the contract and file acceptable bonds shall be cause for the cancellation of the award in accordance with [Subsection 103.06 - Execution of the Contract](#). Also, the Contractor forfeits the proposal guaranty which becomes the property of the

194 Department. This is not a penalty, but liquidated damages sustained by the
195 County. The Department may then make award to the next lowest responsible
196 bidder or the Department may readvertise and construct the work under
197 contract.”

198
199 **103.08 Protest.** Pursuant to HRS §103D-701, an actual or prospective
200 offeror who is aggrieved in connection with the solicitation or award of a contract
201 may submit a protest. Any protest shall be submitted in writing to Allan G.
202 Simeon, Director of the Department of Public Works, County of Hawai'i, 101
203 Pauahi Street, Suite 7, Hilo, Hawai'i 96720.

204
205 A protest shall be submitted in writing within five (5) working days after the
206 aggrieved person knows or should have known of the facts given rise thereto;
207 provided that a protest based upon the content of the solicitation shall be
208 submitted in writing prior to the date set for receipt of offers. Further provided
209 that a protest of an award or proposed award shall be submitted within five (5)
210 working days after the posting of award of the contract.

211
212
213
214
END OF SECTION 103

Page left intentionally blank...

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

(I) Amend Section 104.11(B) Contractor's Duty to Locate and Protect Utility by adding the following after line 291:

(II) Amend **Section 104.06 Methods of Price Adjustment** as follows:

(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.

(3) The Engineer may base the adjustment for a lump sum item on a calculated proportionate unit price. The Engineer will calculate the proportionate unit price by dividing the original contract lump sum price by the actual or original estimated quantity established by the contract documents.

(5) At the sole option of the Engineer, work may be paid for on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation.

(7) In the absence of agreement by the parties:

SW-4325
104-1a

Profit. A change order shall be issued within fifteen days of submission by the contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the contractor within fifteen days after receipt, with a statement identifying the defect; or

(B) For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

END OF SECTION 104

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 105.01 Authority** to read as follows:

6
7 **“105.01 Authority.**

8
9 **(A) Authority of the Engineer.** The Engineer is the representative
10 of the Director and has all the authority of the Director with respect to the
11 contract. The Engineer will make decisions on all questions that may
12 arise regarding the contract, such as, but not limited to:

13
14 **(1)** Interpretation of the contract documents.

15
16 **(2)** Acceptability of the materials furnished and work performed.

17
18 **(3)** Manner of performance and rate of progress of the work.

19
20 **(4)** Acceptable fulfillment of the contract on the part of the
21 Contractor.

22
23 **(5)** Compensation under the contract.

24
25 The Engineer’s decisions on questions, claims, and disputes will be
26 final and conclusive subject to Subsection 107.15 – Disputes and Claims.

27
28 The Engineer may delegate specific authority to act for the
29 Engineer to a specific person or persons. Such delegation of authority
30 shall be established in writing and shall become effective upon delivery to
31 the Contractor.

32
33 **(B) Authority of the Inspectors.** Inspectors, as a representative of
34 the Engineer or other agencies, will inspect the work done and materials
35 furnished. Such inspection may extend to the preparation, fabrication or
36 manufacture of the materials to be used. The Inspector does not have
37 authority vested in the Engineer unless specifically delegated in writing.
38 The Inspector may not alter or waive the provisions of the contract, issue
39 instructions contrary to the contract, or act as agent or representative of
40 the Contractor.

41
42 Failure of an Inspector at any time to reject non-conforming work
43 shall not be considered a waiver of the County’s right to require work in
44 strict conformity with the contract documents as a condition of final
45 acceptance.

47 **(C) Authority of the Consultant and Construction Management.**

48 The County may engage consultants and construction managements to
49 perform duties in connection with the work. Unless otherwise specified in
50 writing to the Contractor, such retained consultants and construction
51 managements shall have no greater authority than an Inspector.”

52
53 **(II) Amend Subsection 105.02 Submittals** by revising the last sentence of
54 the paragraph on line 60 to read:

55
56 “The Contractor shall provide eight copies and one pdf of the required
57 submissions at the earliest possible date or as required by the Engineer.

58
59 The Contractor shall not add onto the submittals any conditions or disclaimers
60 that conflict with the Contract requirements.”

61
62 **(III) Amend Subsection 105.08 (A) Furnishing Drawings and Special**
63 **Provisions** to read as follows:

64
65 **“(A) Furnishing Drawings and Special Provisions.** The County will
66 furnish the Contractor 10 sets of the project plans and specifications. The
67 project plans furnished will be the same size as that issued for bidding
68 purposes except as noted in Section 648 – Field-Posted Drawings. The
69 Contractor shall have and maintain at least one set of plans and
70 specifications on the work site, at all times.”

71
72 **(IV) Amend Subsection 105.10 (B) Survey and Staking Requirements** by
73 adding the following paragraphs after line 312:

74
75 “Notify the Engineer of errors or discrepancies found in previous surveys
76 and contracts before proceeding with the work.

77
78 Check the locations and grades of the existing structures or topographical
79 features before construction starts.

80
81 Submit two copies of data and field notes used in setting and referencing
82 stakes and other layout markings used by the Contractor. Submit data
83 and field notes upon request by the Engineer.

84
85 Provide safe and convenient access to control points, batter-boards, and
86 references.

87
88 Survey and stake out the work by qualified personnel under the direct
89 supervision of a licensed surveyor with experience in construction
90 surveying, experienced on the control of that work, and acceptable by the
91 Engineer.

93 Stakes and markers used for control staking shall be of the same quality
94 as used by the Engineer for this purpose. For slope limits, pavement
95 edges and gutter lines, 'working' stakes of different quality may be
96 acceptable.

97
98 The Engineer may check the Contractor's control of the work as the work
99 progresses. The Engineer will inform the Contractor of the results of these
100 checks. Such checks shall not relieve the Contractor of its responsibility
101 for the accuracy of the layout work. Correct or replace deficient or
102 inaccurate layout and construction work at no cost to the County. The
103 Department will deduct from payments due to the Contractor expenses
104 incurred by the Engineer due to the deficiencies or inaccuracies."

105
106 **(V) Amend Subsection 105.12 Removal of Non-Conforming and**
107 **Unauthorized Work** by revising the second paragraph from lines 372 to 376 to
108 read as follows:

109
110 "Any work done beyond the work limits shown on the drawings and
111 specifications or established by the Engineer or any additional work done
112 without written authority or prior approval, work done without an agreed
113 upon price and payment method prior to doing the work, force account
114 done without proper notification to the Engineer prior to doing the work, or
115 work done after/off hours without prior approval from the Engineer will be
116 considered as unauthorized work. No payment will be made for
117 unauthorized work. Unauthorized work may be removed at no increase in
118 contract price, contract time, or both."

119
120 **(VI) Amend Subsection 105.13 Maintenance** to read as follows:

121
122 **"105.13 Maintenance.** The Contractor shall maintain the work including the
123 removal of all graffiti defacement, and daily removal of rubbish in the entire
124 project area, until final acceptance of the project. If the Contractor fails to
125 remedy unsatisfactory maintenance after receipt of a written directive from the
126 Engineer, the Engineer shall have the authority, in addition to other remedies by
127 law, to have such maintenance performed by someone other than the Contractor,
128 to charge the Contractor for such maintenance or deduct the cost of such
129 maintenance from monies due or become due to the Contractor."

130
131 **(VII) Amend Subsection 105.14(D) No Designated Storage Area** from lines
132 419 to 426 to read as follows:

133
134 **"(D) No Designated Storage Area.** If no storage area is designated
135 within the contract documents, materials and equipment may be stored
136 anywhere within the County property, provided such storage and access
137 to and from such site, within the sole discretion of the Engineer, does not

138 create a public or traffic hazard or an impediment to the movement of
139 traffic.”

140

141 **(VIII) Amend Subsection 105.15 Value Engineering Incentive Proposal** by
142 adding the following paragraph after line 461:

143

144 “(4) The contractor shall be responsible for all costs incurred by the
145 County in relation with the V.E.I.P. even if the contractor eventually does
146 not construct the V.E.I.P.”

147

148 **(IX) Amend Subsection 105.16(B) Substituting Subcontractors** by revising
149 the second sentence from line 490 to line 493 to read:

150

151 “Contractors may enter into subcontracts only with subcontractors listed in the
152 proposal or with non-listed joint contractors/subcontractors permitted under
153 Subsection 102.06 – Preparation of Proposal.”

154

155

156

157

158

END OF SECTION 105

1 **SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS**

2
3 Make the following amendments to said Section:

- 4
5 **(I) Amend Subsection 106.01 Source of Supply and Quality**
6 **Requiements** by revising the second paragraph, second sentence
7 from line 11 to 15 to read as follows:

8
9 “The Contractor shall notify the Engineer of the Contractor’s proposed sources of
10 materials prior to delivery. The Contractor shall provide reasonable and
11 adequate testing facilities and equipment for the Engineer at the inspection site,
12 at no increase in contract price or contract time.”

- 13
14 **(II) Amend Subsection 106.02 Material Sources** by revising the first
15 sentence from line 17 to 21 to read as follows:

16
17 “Unless otherwise provided in the contract documents, (1) Quarried or crushed
18 aggregates shall be used for this project, (2) Subject to material sampling and
19 testing and written approval from the Engineer, the Contractor may use any
20 suitable materials (such as stone, sand, gravel) found within the project limits in
21 order to do the work, (3) Contractor shall not remove any material such as stone,
22 sand, gravel from the project limits without the written permission of the
23 Engineer, and (4) Complete embankments before using excavated material for
24 any other purpose. The Contractor shall not use any of the above materials until
25 the Engineer has reviewed and approved the material sampling and testing
26 data.”

- 27
28 **(III) Amend Subsection 106.04 Material Sample** by adding the following
29 after line 76:

30
31 “The Contractor shall provide at no additional cost to the County the services of a
32 Department of Transportation certified independent testing laboratory, qualified to
33 perform the Contractor Quality Control (CQC) sampling, testing, and preparing
34 and submitting samples and documents to the County as required by this
35 contract. Submit samples and necessary documents to the Engineer for review
36 and acceptance before submitting to the State. Submit sampling and testing
37 results to the Engineer.”

- 38
39 **(IV) Amend Subsection 106.04 Material Sample** by adding the following
40 after line 88:

41
42 “The Engineer shall consider the required verification test(s) on this guide any
43 applicable guide as minimums and shall require more sampling and testing if
44 deemed necessary.”

46 **(V) Amend Subsection 106.05(A) Contractor's Duty** by adding the
47 following after line 99:

48
49 "Prepare and submit samples and necessary documents to the Engineer for
50 review before submitting to the State.'

51
52 **(VI) Amend Subsection 106.05(B) Deviation** by revising the third sentence
53 from line 106 to 108 to read as follows:

54
55 "Any deviations will be subject to Subsection 102.14 – Substitution of Materials
56 and Equipment Before Bid Opening."

57
58 **(VII) Amend Subsection 106.07 Certificate of Compliance** by adding the
59 following after line 181:

60
61 "(6) Prepare and submit samples and certificates of compliance and necessary
62 documents to the Engineer for review and acceptance before submittal to the
63 State."

64
65
66 **END OF SECTION 106**

1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 107.01(B)(1) Commercial General Liability**
6 **(Occurrence form)** from line 61 to 62 to read:

7
8 **“(c) Bodily Injury & Property Damage Insurance.”**
9

10 **(II) Amend Subsection 107.04 Overtime and Night Work** by adding the
11 following at the end of line 157:

12
13 “No ‘blanket’ approval for overtime work and night time work will be given. No
14 force account or change order work will be done on overtime or night time work
15 unless absolutely necessary and with prior approval from the Engineer.”
16

17 **(III) Amend Subsection 107.05(A) Overtime and Night Payment for**
18 **County Inspection Service** from lines 161 to 165 to read as follows:

19
20 **“(A) County’s Responsibility for County’s Cost.** The County shall
21 be responsible for overtime or night work payment for County’s staff and
22 inspection personnel including consultants when the Engineer directs the
23 Contractor to work additional shifts or overtime for County’s convenience.”
24

25 **(IV) Amend Subsection 107.06 Contractor Duty Regarding Public**
26 **Convenience** by revising the second sentence from line 198 to 201 to read as
27 follows:

28
29 “The Contractor shall plan and provide appropriate portable changeable
30 message boards, detours, signs, flashers, personnel, warnings, barricades and
31 other devices for safely and legally handling ADA and disabled, pedestrian,
32 bicycle, and motor traffic.”
33

34 **(V) Amend Subsection 107.08 Laws to be Observed; Indemnity** by adding
35 the following after line 265:

36
37 “The Contractor shall comply with Title 11, Chapter 46, of the Hawaii
38 Administrative Rules, Community Noise Control. The Contractor shall coordinate
39 construction activities with the surrounding businesses and residences.”
40

41
42 **(VI) Amend Subsection 107.15(A) Disputes and Claims** by revising the first
43 sentence from line 426 to 430 to read as follows:

44
45 **“(A) Written Notice A Condition Precedent to Claim.** As a condition
46 precedent to any claim for damages, or any matter dealing with contract

price or contract time, the Contractor must give all specific and certified notices of a potential claim as required by the contract documents including but not limited to the following Subsections of these general provisions.”

(VII) Amend Subsection 107.15(C) Disputes and Claims by adding the following after line 460:

“Upon receipt of a claim notification from the Contractor, the County shall have the right to suspend all effected work or the entire project as deemed necessary by the Engineer, until the alleged cause of the claim is remedied and the issue has been resolved, at no additional cost to the County.”

(VIII) Amend Subsection 107.15(D) Disputes and Claims by revising the second sentence from line 464 to 469 to read as follows:

(D) Making of a Claim. The written submission (THE CLAIM) shall be, specific, certified, notarized, clearly identified and labeled as a claim. No “Reserve to File Claim” notification shall be allowed. The nature of the claim shall be specific. The Contractor shall sequentially number its claims in the chronological order submitted to the Engineer. No claim shall be valid if it is delivered to the Engineer after the date of final acceptance or later than 180 days after the Contractor’s delivery of its notice of potential claim, whichever comes first.”

(IX) Amend Subsection 107.15(D)(1) Disputes and Claims by revising the second sentence from line 474 to 476 to read as follows:

(1) A detailed description of the facts and circumstances that justify every element of claim. The detailed description shall include, but is not limited to, providing all necessary dates, times, locations, and items of work affected by the claim.

(X) Amend Subsection 107.15(D)(7) Disputes and Claims by revising lines 530 to 550 to read as follows:

“(7) The claim shall be certified and notarized on behalf of the Contractor by the President of the Company, as follows:

Under Penalty of law for submission of false claims, false statements, and misrepresentation, the undersigned,

(Name)

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111

(Title)

(Company)

hereby certifies that the subject claim has been reviewed and along with the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the State of Hawaii is liable; and that I am duly authorized to certify the claim on behalf of the Contractor. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment or both for knowing violations.

Signature

Date

END OF SECTION 107

Page left intentionally blank...

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 108.01 Notice to Proceed (NTP)** by revising lines 7
6 to 20 to read as follows:

7
8 “The Engineer will consult with the Contractor in an effort to set a mutually
9 agreeable notice to proceed date. When the notice to proceed date is set by
10 mutual agreement, Contractor shall have no claim for delay impact costs
11 resulting from the notice to proceed for such date.

12
13 In the absence of an agreed notice to proceed date, the Engineer or
14 County will issue a notice to proceed to the Contractor. In the event that the
15 Engineer establishes a starting date that is more than 180 days after the
16 effective date of the contract, the Contractor may submit a claim in accordance
17 with, Subsection 107.15 – Disputes and Claims for increased labor and material
18 costs which are directly attributable to the delay beyond the first 180 days. The
19 Engineer may suspend the contract before issuing the notice to proceed, in
20 which case the Contractor’s remedies are exclusively those set forth in
21 Subsection 108.10 – Suspension of Work.”

22
23 **(II) Amend Subsection 108.03 Preconstruction Data Submittal** to add the
24 following after line 81:

25
26 “(12) Breakdown of lump sum prices.”

27
28 **(III) Amend Subsection 108.04 Character and Proficiency of Workers** by
29 revising lines 91 to 99 to read as follows:

30
31 “All workers shall possess the proper license, certification, job
32 classification, skill, training, and experience necessary to properly perform the
33 work assigned to them. Submit the licenses and certifications before the Notice
34 to Proceed.

35
36 The Engineer may direct the removal of any superintendent, worker(s)
37 and all other representatives of the Contractor who does not carry out the
38 assigned work in a proper and skillful manner or who is disrespectful,
39 intemperate, argumentative, disruptive, rampant, loud mouth, uncontrollable,
40 violent, or disorderly. The worker shall be removed forthwith by the Contractor
41 and will not work again without the written permission of the Engineer.”

42
43 **(IV) Amend Subsection 108.05(B)(1) Changes in the Work, Additional**
44 **Work, and Delays Caused by the State** by revising the second sentence, lines
45 135 to 140 to read as follows:

47 "The Contractor must show how the critical path will be affected
48 and must also support the time extension request with schedules,
49 as well as statements from its subcontractors, suppliers, or
50 manufacturers, as necessary. Claims for compensation for any
51 altered or additional work will be determined pursuant to
52 Subsection 104.02 - Changes."
53

54 **(V) Amend Subsection 108.05(B)(3) Delays Beyond Contractor's Control**
55 **by adding the following after line 188:**
56

57 "The Bidder/Contractor warrants and acknowledges that the work
58 required by or for the Utility Companies in relation to this project
59 (hereinafter, "Utility Work") and the duty to coordinate, cooperate, and
60 schedule/reschedule such Utility Work with the requirements of the
61 project, including working with the Utilities in developing PCD's as
62 required, shall be the sole responsibility of the Contractor. The County
63 shall not be held responsible for any costs and delays caused by the
64 Utilities or Utility Work.
65

66 Costs of coordinating, cooperating and scheduling/rescheduling,
67 including working with the Utilities in developing PCD's as required, of the
68 Utility Work by/with the Utility Companies and any delay costs due to
69 scheduling problems in relation to the Utility Work shall be considered
70 incidental to the other work items and shall not be paid for separately.
71 The Contractor shall be responsible to communicate with the affected
72 utilities prior to submitting their bid so that the Utility Work schedule and
73 costs can be incorporated into their bid.
74

75 The Contractor shall closely coordinate, cooperate and
76 schedule/reschedule all work (Contractor's work and Utility Work including
77 necessary permitting) with the affected Utility Companies, owners, police,
78 residences, businesses, etc. The Contractor shall not claim or be entitled
79 to any additional compensation costs (i.e. - mobilization/demobilization,
80 overhead, impact, etc.) as a result of any delays in completing any part of,
81 or the entire project, which delays may relate to the Utility Work, including
82 working around the existing and new utilities (overhead and underground,
83 permanent and temporary utility in present or relocated positions), and
84 any inconvenience or damage sustained by the Contractor due to
85 interference from the Utility Work. Shortly after the award of the Contract
86 and before the NTP, the Contractor shall provide the County for approval,
87 a detailed schedule, signed and accepted by the Utility Companies,
88 incorporating the Utility Work within the allotted contract days."
89

90 **(VI) Amend Subsection 108.05(B)(4)(b) Delays in Delivery of Materials or**
91 **Equipment by revising lines 205 to 209 to read as follows:**
92

93 “(b) Submit to the Engineer within five days after a firm
94 delivery date for the material and equipment is established,
95 a written statement regarding the delay. The Contractor
96 must justify the delay as follows.”
97

98 **(VII) Amend Subsection 108.05(B) Modifications of Contract Time** by
99 adding the following after line 277:
100

101 **“(8) Delay for Request for Information (RFI’s).** The Contractor
102 shall plan, coordinate, schedule/reschedule his work and allow the
103 Engineer a minimum of ten working days to respond to each RFI.
104 Allow longer periods for more complex RFI’s. Time extensions will
105 be the exclusive relief granted and no additional compensation will
106 be paid to the Contractor for such delays.
107

108 **(9) Delay for Unforeseen Items, Archaeological/Historical/**
109 **Burial Sites Findings, Utility Work/Conflicts, Differing Site**
110 **Conditions, Post Contract Documents (PCD’s), etc.** The
111 Contractor shall plan, coordinate, schedule/reschedule its work and
112 allow the Engineer sufficient time or until a resolution is reached for
113 the above items. Time extensions will be the exclusive relief
114 granted and no additional compensation will be paid to the
115 Contractor for such delays unless specifically specified in the
116 Proposal.”
117

118 **(VIII) Amend Subsection 108.06(A) Forms of Schedule** by adding the
119 following at the end of line 285:
120

121 “The Contractor shall contact all affected Utilities and incorporate their
122 schedules to the progress schedules.”
123

124 **(IX) Amend Subsection 108.06(A)(1) For Contracts \$2,000,000 or less or**
125 **For Contract Time 100 Working Days or 140 Calendar Days or less** from
126 lines 290 to 296 to read as follows:
127

128 **“(1) For Contracts \$2,000,000 or less or For Contract Time**
129 **100 Working Days or 140 Calendar Days or Less.** For
130 contracts of \$2,000,000 or less or for contract time of 100 working
131 days or 140 calendar days or less, the progress schedule will be a
132 Time Scaled Logic Diagram (TSLD). The Contractor shall submit
133 a TSLD submittal package meeting the following requirements and
134 having these essential and distinctive elements:”
135

136 **(X) Amend Subsection 108.06(A)(2) For Contracts Which Have A**
137 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**

138 **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read
139 as follows:

140
141 **“(2) For Contracts Which Have A Contract Amount More**
142 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
143 **Working Days Or 140 Calendar Days.** For contracts which
144 have a contract amount more than \$2,000,000 or contract time of
145 more than 100 working days or 140 calendar days, the Contractor
146 shall submit a Time-Scaled Logic Diagram (TSLD) meeting the
147 following requirements and having these essential and distinctive
148 elements.”

149
150 **(XI) Amend Subsection 108.06(A)(2)(a)** line 360 to read as follows:

151
152 **“(a)** The information and requirements listed in
153 Subsection 108.06(A)(1) - For Contracts \$2,000,000 or Less
154 or For Contract Time 100 Working Days or 140 Calendar
155 Days or Less.”

156
157 **(XII) Amend Subsection 108.06(B) Inspection and Testing** by revising lines
158 397 to 399 to read as follows:

159
160 **“(B) Inspection and Testing.** All schedules shall provide reasonable
161 time and opportunity for the Engineer and Utilities to inspect and test each
162 work activity.”

163
164 **(XIII) Amend Subsection 108.06(D)(3) Initial Progress Schedule** by revising
165 lines 433 to 436 to read as follows:

166
167 **“(3)** A listing of equipment, utility transport trucks, etc., that is
168 anticipated to be used on the project. Including the type, size,
169 make, year of manufacture, and all information necessary to
170 identify the equipment in the Rental Rate Blue Book for
171 Construction Equipment.”

172
173 **(XV) Amend Subsection 108.06(G) Scheduled Meetings** by adding the
174 following after line 517:

175
176 “The Contractor shall take the meeting minutes, submit to the Engineer in
177 a word document form for review and approval within two days, then distribute
178 the final form to all attendees.”

179
180 **(XVI) Amend Subsection 108.07 Weekly Meeting** by adding the following
181 after line 585:

183 “The Contractor shall take the meeting minutes, submit to the Engineer in
184 a work document form for review and approval within two days, then distribute
185 the final form to all attendees.”

186
187 **(XVII) Amend Subsection 108.08 Liquidated Damages for Failure to**
188 **Complete the Work or Portions of the Work on Time** by revising line 599 to
189 read as follows:

190
191 “to the County, in the amount of \$ 1,000.00 per working day.”

192
193 **(XVIII) Amend Subsection 108.08(B) Liquidated Damages for Failure to**
194 **Complete the Punchlist** by revising lines 611 to 619 to read as follows:

195
196 “When the Contractor fails to complete the work on such punchlist within
197 the contract time or any extension thereof, the Contractor shall pay liquidated
198 damages to the County of the amount of liquidated damages established for
199 failure to substantially complete the work within contract time. Liquidated
200 damages shall not be assessed for the period between:

201
202 **(1)** Substantial completion of the work and the time the punchlist,
203 either partial or complete list, is delivered to the Contractor.”

204
205 **(XIX) Amend Subsection 108.09 Rental Fees for Unauthorized Lane**
206 **Closure or Occupancy** from lines 635 to 644 to read as follows:

207
208 **“108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
209 addition to all other remedies available to the County for Contractor’s breach of
210 the terms of the contract, the Engineer will assess the rental fees in the amount
211 of \$500 for every one- to fifteen-minute increment for each roadway lane closed
212 to the public use or occupied beyond the time periods authorized in the contract
213 or by the Engineer, and for each roadway lane closed for days beyond the
214 contract time or any extension thereof. The maximum amount assessed per day
215 shall be \$5,000. The County may, at its discretion, deduct the amount from
216 monies due or that may become due under the contract. The rental fee may be
217 waived in whole or part if the Engineer determines that the unauthorized period
218 of lane closure or occupancy was due to factors beyond the control of the
219 Contractor. Equipment breakdown is not a cause to waive liquidated damages.”

220
221 **(XX) Amend Subsection 108.13 (C) Procedure** by revising lines 934-937 to
222 read as follows:

223
224 “After the Engineer is satisfied that the project appears substantially
225 complete, a pre-final inspection shall be scheduled within ten working days after
226 receipt of the Contractor’s latest letter of notification that the project is ready for
227 pre-final inspection.”

229 **(XXI) Amend Subsection 108.13 (D) Punchlist: Clean Up and Final**
230 **Inspection** by revising lines 958-962 to read as follows:

231
232 "Upon receiving a punchlist after substantial completion, the Contractor
233 shall promptly submit a detailed schedule when all the punchlist deficiencies will
234 be completed for the Engineer's review and approval, and shall promptly devote
235 all required time, labor, equipment, materials and incidentals to correct and
236 remedy all punchlist deficiencies. The Engineer may add to or otherwise modify
237 the punchlist until final acceptance of the project."

238
239 **(XXII) Amend Subsection 108.13 (D) Punchlist: Clean Up and Final**
240 **Inspection** by adding the following after the first sentence on line 974:

241
242 "Included in the written notification shall be the entire pre-final punchlist
243 with the corresponding action taken for each deficiency."

244
245 **(XXIII) Amend Subsection 108.14 Final Acceptance** from lines 984 to 991 to
246 read as follows:

247
248 **"108.14 Final Acceptance.** When the Engineer finds that the project
249 including punch list has been satisfactorily completed in compliance with the
250 contract, the Engineer will notify the Contractor in writing of the project's
251 completion and acceptance effective as of the date of the final inspection. The
252 final acceptance date shall determine end of contract time, liquidated damages
253 for failure to complete the punchlist and commencement of all guaranty periods
254 subject to Subsection 108.16 – Contractor's Responsibility for Work; Risk of
255 Loss or Damage."

256
257 **(XXIV) Amend Subsection 108.17(2) Guarantee of Work** to add the following
258 at the end of line 1027:

259
260 " ; failure to proceed with the work within the period above and
261 complete the work as specified by the Engineer will be subject to
262 the liquidated damages of Section 108.08(B):"

263
264 **END OF SECTION 108**

1 **SECTION 109 – MEASUREMENT AND PAYMENT**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 109.01 Schedule of Agreed Prices for Lump Sum**
6 **Price Items** by revising the first sentence from line 3 to 5 to read as follows:

7
8 **“109.01 Schedule of Agreed Prices for Lump Sum Price Items.** After
9 the award of contract, the Contractor shall submit a detailed schedule of prices
10 for the various items of work paid for by a lump sum price.”

11
12 **(II) Amend Subsection 109.04 Full Compensation; Changes** by revising
13 lines 92 to 95 to read as follows:

14
15 “The total price adjustment as specified in the field order or the change
16 order shall be considered full compensation for all materials, labor, insurance,
17 bonds, fees, taxes, equipment use or rental, profit and all overhead, any delay
18 impact costs, and coordination/resolution delay costs.”

19
20 **(III) Amend Subsection 109.05 Allowances for Overhead and Profit** by
21 revising lines 101 to 110 to read as follows:

22
23 **“(1) 20 percent of the direct cost for any work performed by the**
24 Contractor’s own labor force.

25
26 **(2) 20 percent of the direct cost for any work performed by each**
27 subcontractor’s own labor force.

28
29 **(3) For the Contractor or any subcontractor for work performed**
30 by their respective subcontractor or tier subcontractor, 10 percent
31 of the amount due to the performing subcontractor or tier
32 subcontractor.”

33
34
35 **(IV) Amend Subsection 109.06 Force Account Provisions and**
36 **Compensation** by adding the following after line 128:

37
38 “The Contractor shall maintain accurate daily records of all allowable costs and
39 obtain the Inspector’s signature each day the Contractor performs Force Account
40 work. Submit the approximate total cost worksheet, discuss construction
41 methods, obtain prior approval, and notify the Engineer before doing the work.
42 The Contractor understands that proceeding with the work without satisfying the
43 above requirements shall be considered unauthorized, will not be paid for, and
44 shall be removed and replaced at no cost to the County.”

46 (V) Amend **Subsection 109.06(I) Small Tools** by revising lines 280 to 284 to
47 read as follows:

48
49 “(I) **Small Tools.** Contractor and subcontractor(s) are not allowed
50 costs for depreciation for use of small tools, even if the small tools are
51 consumed by use, or whether owned or rented. Small tools are individual
52 pieces of equipment, tools or other terms having a purchase price for that
53 new item or equivalent replacement value of \$5,000.”

54
55 (VI) Amend **Subsection 109.06(J) Trucks and Utility Items** by revising lines
56 286 to 303 to read as follows:

57
58 “(J) **Trucks and Utility Items.** The Contractor’s cost for utility vehicles
59 and other items such as pickup trucks, foreman trucks, van, flatbed
60 trucks, utility transport trucks, storage trailers, containers, etc. that are
61 already in use or planned for use on the entire project will not be allowed
62 except for the time that, in the opinion of the Engineer, they: (1) are
63 directly and necessarily used for the performance of the Force Account
64 work; (2) specifically requested by the County for the Force Account
65 work; and (3) the use of such items has not been included within the
66 Contractor’s total project overhead costs. The Contractor shall submit a
67 list of the trucks, equipments, and utility items at least two weeks prior to
68 Notice to Proceed.

69
70 Allowable rental rates for qualified trucks not owned or leased by
71 the Contractor shall not exceed the listed rates in the Blue Book or those
72 established under the Hawaii State Public Utilities Commission, whichever
73 is less.

74
75 The Contractor shall provide points of origin, destinations, mileage,
76 and hourly rates for each travel segment.

77
78 Payment for use of qualified trucks shall be in accordance with the
79 provisions of Subsection 109.06(F) – Equipment and Machinery.”

80
81 (VII) Amend **Subsection 109.06(O) Reimbursable Expenses** to revise the
82 first sentence, second paragraph from line 347 to 351 to read as follows:

83
84 “Costs incurred by the Contractor for air transportation and associated
85 ground transportation, and per diem or subsistence allowance costs (lodging and
86 meals) are allowed as reimbursable expenses when especially requested by the
87 Engineer, the project conditions and work require special skilled workers not
88 readily available on the island of the project site. Off-island workers will not
89 qualify for reimbursable expenses unless approved by the Engineer. Submit
90 special skilled workers names for approval by the Engineer prior to doing the
91 work.”

(VIII) Amend **Subsection 109.06(O) Reimbursable Expenses** to revise the third sentence, third paragraph from line 362 to 363 to read as follows:

“The Contractor shall obtain prior written approval from the Engineer.”

(IX) Amend **Subsection 109.08(B) Payment Material On Hand** to revise lines 412 to 414 to read as follows:

“(B) **Payment for Material On Hand.** The Contractor may be paid the manufacturer’s, supplier’s, distributor’s or fabricator’s invoice cost of materials not yet incorporated into the work on the following conditions:”

(X) Amend **Subsection 109.08(B)(2) Payment for Material On Hand** by revising lines 421 to 423 to read as follows:

“(2) The materials shall be stored and handled in accordance with Subsection 105.14 – Storage and Handling of Materials and Equipment.”

(XI) Amend **Subsection 109.11 Final Payment** by revising lines 568 to 576 to read as follows:

“(3) A current “Certificate of Vendor Compliance” issued by the Hawaii Compliance Express (HCE). The Certificate of Vendor Compliance is used to certify the Contractor’s compliance with

(a) Section 103D-328, HRS (for all contracts \$25,000 or more) which requires a current tax clearance certificate issued by the Hawaii State Department of Taxation and the Internal Revenue Service;

(b) Chapters 383, 386, 392, and 393, HRS; and

(c) Subsection 103D-310(c), HRS. The State reserves the right to verify that compliance is current prior to the issuance of final payment. Contractors are advised that non-compliance status will result in final payment being withheld until compliance is attained.

Sums necessary to meet the claims of any governmental agencies may be withheld from the sums due the Contractor until said claims have been fully and completely discharged or otherwise satisfied.”

137 **(XII)** Amend **Subsection 109.11 Final Payment** by adding the following after
138 line 577:
139

- 140 **“(5)** Certificate of release from each subcontractor.
141
142 **(6)** Guarantee of workmanship, equipment, material, etc., as
143 designated in the specifications. Subcontractors guarantee
144 shall be executed to the County and countersigned by the
145 General Contractor.
146
147 **(7)** Approved Material Certification.
148
149 **(8)** Furnish as-built plans according to the Contract.”
150

151
152 **END OF SECTION 109**
153

1 **SECTION 201 – CLEARING AND GRUBBING**
2

3 Make the following amendments to said Section:
4

5 **(I)** Amend **Subsection 201.03 Construction** by adding the following after
6 line 63:

7
8 “In order to prevent impacts to Hawaiian hoary bats and Hawaiian Hawks, initial
9 clearing and grubbing activities are restricted to outside the April to August
10 pupping period for Hawaiian hoary bats,.
11

12
13 **END SECTION 201**

Page left intentionally blank...

1 **SECTION 203 – EXCAVATION AND EMBANKMENT**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **203.03(C)(2)(a) – Maximum Dry Unit Weight** from line 245 to line
6 255 to read as follows:
7

8 **“(a) Maximum Dry Unit Weight.** Test for maximum dry
9 unit weight according to AASHTO T 180, and apply the
10 correction for fraction larger than 3/4 inch. Use Hawaii
11 Test Method HDOT TM 5 for sample preparation of sensitive
12 soils when so designated by the Engineer.”
13
14
15
16
17

18 **END OF SECTION 203**

Page left intentionally blank...

1 Amend **Section 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
2 **CONTROL** to read as follows:

3
4
5 **“SECTION 209 - TEMPORARY WATER POLLUTION, DUST, AND EROSION**
6 **CONTROL**

7
8
9 **209.01 Description.** This section describes the following:

10
11 **(A)** Including detailed plans, diagrams, and written Site-Specific Best
12 Management Practices (BMP); constructing, maintaining, and repairing
13 temporary water pollution, dust, and erosion control measures at the project
14 site, including local material sources, work areas and haul roads; removing
15 and disposing hazardous wastes; control of fugitive dust (defined as
16 uncontrolled emission of solid airborne particulate matter from any source
17 other than combustion); and complying with applicable State and Federal
18 permit conditions.

19
20 **(B)** Work associated with construction stormwater, dewatering, and
21 hydrotesting activities and complying with conditions of the National Pollutant
22 Discharge Elimination System (NPDES) permit(s) authorizing discharges
23 associated with construction stormwater, dewatering, and hydrotesting
24 activities.

25
26 **(C)** Potential pollutant identification and mitigation measures are listed in
27 Appendix A for use in the development of the Contractor's Site-Specific BMP.

28
29 Requirements of this section also apply to construction support
30 activities including concrete or asphalt batch plants, rock crushing plants,
31 equipment staging yards/areas, material storage areas, excavated material
32 disposal areas, and borrow areas located outside the State Right-of-Way.
33 For areas serving multiple construction projects, or operating beyond the
34 completion of the construction project in which it supports, the Contractor
35 shall be responsible for securing the necessary permits, clearances, and
36 documents, and following the conditions of the permits and clearances, at no
37 cost to the State.

38
39 **209.02 Materials.** Comply with applicable materials described in Chapters 2 and
40 3 of the current HDOT “Construction Best Management Practices Field Manual”. In
41 addition, the materials shall comply with the following:

42
43 **(A) Grass.** Grass shall be a quick growing species such as rye grass,
44 Italian rye grass, or cereal grasses. Grass shall be suitable to the area and
45 provide a temporary cover that will not compete later with permanent cover.
46 Alternative grasses are allowable if acceptable to the Engineer.
47

48 **(B) Fertilizer and Soil Conditioners.** Fertilizer and soil conditioners shall
49 be a standard commercial grade acceptable to the Engineer. Fertilizer shall
50 conform to Subsection 619.02(H)(1) - Commercial Fertilizer.

51
52 **(C) Hydro-mulching.** Hydro-mulching used as a temporary vegetative
53 stabilization measure shall consist of materials in Subsections 209.02(A) -
54 Grass, and 209.02(B) – Fertilizer and Soil Conditioners. Mulches shall be
55 recycled materials including bagasse, hay, straw, wood cellulose bark, wood
56 chips, or other material acceptable to the Engineer. Mulches shall be clean
57 and free of noxious weeds and deleterious materials. Potable water shall
58 meet the requirements of Subsection 712.01 - Water. Submit alternate
59 sources of irrigation water for the Engineer's acceptance if deviating from
60 712.01 - Water. Installation and other requirements shall be in accordance
61 with portions of Section 641- Hydro-Mulch Seeding including 641.02(D) - Soil
62 and Mulch Tackifier, 641.03(A) – Seeding, and 641.03(B) - Planting Period.
63 Install non-vegetative controls including mulch or rolled erosion control
64 products while the vegetation is being established. Water and fertilize grass.
65 Apply fertilizer as recommended by the manufacturer. Replace grass the
66 Engineer considers unsuitable or sick. Remove and dispose of trash and
67 debris. Remove invasive species. Mow as needed to prevent site or signage
68 obstructions, fire hazard, or nuisance to the public. Do not remove down
69 stream sediment control measures until the vegetation is uniformly
70 established, including no large bare areas, and provides 70 percent of the
71 density of pre-disturbance vegetation. Temporary vegetative stabilization
72 shall not be used longer than one year.

73
74 **(D) Silt Fences.** Comply with ASTM D6462, Standard Practice for Silt
75 Fence Installation.

76
77 Alternative materials or methods to control, prevent, remove and dispose
78 pollution are allowable if acceptable to the Engineer.

79 80 **209.03 Construction.**

81 82 **(A) Preconstruction Requirements.**

83
84 **(1) Water Pollution, Dust, and Erosion Control Meeting.**
85 Schedule a water pollution, dust, and erosion control meeting with the
86 Engineer after Site-Specific BMP is accepted in writing by the
87 Engineer. Meeting shall be scheduled a minimum of 14 calendar days
88 prior to the Start Work Date. Discuss sequence of work, plans and
89 proposals for water pollution, dust, and erosion control.

90
91 **(2) Water Pollution, Dust, and Erosion Control Submittals.**
92 Submit a Site-Specific BMP Plan within 30 calendar days of contract
93 execution. Submission of complete and acceptable Site-Specific BMP
94 Plan is the sole responsibility of the Contractor and additional contract

time will not be issued for delays due to incompleteness. Include the following:

(a) Written description of activities to minimize water pollution and soil erosion into State waters, drainage or sewer systems. BMP shall include the following:

1. An identification of potential pollutants and their sources.
2. A list of all materials and heavy equipment to be used during construction.
3. Descriptions of the methods and devices used to minimize the discharge of pollutants into State waters, drainage or sewer systems.
4. Details of the procedures used for the maintenance and subsequent removal of any erosion or siltation control devices.
5. Methods of removing and disposing hazardous wastes encountered or generated during construction.
6. Methods of removing and disposing concrete and asphalt pavement cutting slurry, concrete curing water, and hydrodemolition water.
7. Spill Control and Prevention and Emergency Spill Response Plan.
8. Fugitive dust control, including dust from grinding, sweeping, or brooming off operations or combination thereof.
9. Methods of storing and handling of oils, paints and other products used for the project.
10. Material storage and handling areas, and other staging areas.
11. Concrete truck washouts.
12. Concrete waste control.
13. Fueling and maintenance of vehicles and other equipment.

142
143 **14.** Tracking of sediment offsite from project entries
144 and exits.

145
146 **15.** Litter management.

147
148 **16.** Toilet facilities.

149
150 **17.** Other factors that may cause water pollution,
151 dust and erosion control.

152
153 **(b)** Provide plans indicating location of water pollution, dust
154 and erosion control devices; provide plans and details of BMPs
155 to be installed or utilized; show areas of soil disturbance in cut
156 and fill, indicate areas used for construction staging and
157 storage including items (1) through (17) above, storage of
158 aggregate (indicate type of aggregate), asphalt cold mix, soil or
159 solid waste, equipment and vehicle parking, and show areas
160 where vegetative practices are to be implemented. Indicate
161 intended drainage pattern on plans. Include flow arrows.
162 Include separate drawing for each phase of construction that
163 alters drainage patterns. Indicate approximate date when
164 device will be installed and removed.

165
166 **(c)** Construction schedule.

167
168 **(d)** Name(s) of specific individual(s) designated responsible
169 for water pollution, dust, and erosion controls on the project
170 site. Include home, cellular, and business telephone numbers,
171 fax numbers, and e-mail addresses.

172
173 **(e)** Description of fill material to be used.

174
175 **(f)** For projects with an NPDES Permit for Construction
176 Activities, submit information to address all sections in the
177 Storm Water Pollution Prevention Plan (SWPPP).

178
179 **(g)** For projects with an NPDES Permit, information
180 required for compliance with the conditions of the Notice of
181 General Permit Coverage (NGPC)/NPDES Permit.

182
183 **(h)** Site-Specific BMP Review Checklist. The checklist may
184 be downloaded from HDOT's Stormwater Management
185 website at <http://stormwaterhawaii.com>.

186
187 Date and sign Site-Specific BMP Plan. Keep accepted
188 copy on site or at an accessible location so that it can be made

available at the time of an on-site inspection or upon request by the Engineer, HDOT Third-Party Inspector, and/or DOH/EPA Representative. Amendments to the Site-Specific BMP Plan shall be included with original Site-Specific BMP Plan. Modify SWPPP if necessary to conform to revisions. Include date of installation and removal of Site-Specific BMP measures. Obtain written acceptance by the Engineer before implementing revised Site-Specific BMPs in the field.

Follow the guidelines in the current HDOT "Construction Best Management Practices Field Manual", in developing, installing, and maintaining Site-Specific BMPs for all projects. For any conflicting requirements between the Manual and applicable bid documents, the applicable bid documents will govern. Should a requirement not be clearly described within the applicable bid documents, notify the Engineer immediately for interpretation. For the purposes of clarification "applicable bid documents" include the construction plans, standard specifications, special provisions, Permits, and the SWPPP when applicable.

Follow Honolulu's City and County "Rules for Soil Erosion Standards and Guidelines" for all projects on Oahu. Use respective Soil Erosion Guidelines for Maui, Kauai and Hawaii projects.

(B) Construction Requirements. Do not begin work until submittals detailed in Subsection 209.03(A)(2) - Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

Install, maintain, monitor, repair and replace site-specific BMP measures, such as for water pollution, dust and erosion control; installation, monitoring, and operation of hydrotesting activities; removal and disposal of hazardous waste indicated on plans, concrete cutting slurry, concrete curing water; or hydrodemolition water. Site-Specific BMP measures shall be in place, functional and accepted by HDOT personnel prior to initiating any ground disturbing activities.

If necessary, furnish and install rain gage in a secure location prior to field work including installation of site-specific BMP. Provide rain gage with a tolerance of at least 0.05 inches of rainfall. Install rain gage on project site in an area that will not deter rainfall from entering the gage opening. Do not install in a location where rain water may splash into rain gage. The rain gage installation shall be stable and plumbed. Maintain rain gage and replace rain gage that is stolen, does not function properly or accurately, is worn out, or needs to be relocated. Do not begin field work until rain gage is installed and Site-Specific BMPs are in place. Rain gage data logs shall be

readily available. Submit rain gage data logs weekly to the Engineer.

Address all comments received from the Engineer.

Modify and resubmit plans and construction schedules to correct conditions that develop during construction which were unforeseen during the design and pre-construction stages.

Coordinate temporary control provisions with permanent control features throughout the construction and post-construction period.

Limit maximum surface area of earth material exposed at any time to 300,000 square feet. Do not expose or disturb surface area of earth material (including clearing and grubbing) until BMP measures are installed and accepted in writing by the Engineer. Protect temporarily or permanently disturbed soil surface from rainfall impact, runoff and wind before end of the work day.

Immediately initiate stabilizing exposed soil areas upon completion of earth disturbing activities for areas permanently or temporarily ceased on any portion of the site. Earth-disturbing activities have permanently ceased when clearing and excavation within any area of the construction site that will not include permanent structures has been completed. Earth-disturbing activities have temporarily ceased when clearing, grading, and excavation within any area of the site that will not include permanent structures will not resume for a period of 14 or more calendar days, but such activities will resume in the future. The term "immediately" is used in this section to define the deadline for initiating stabilization measures. "Immediately" means as soon as practicable, but no later than the end of the next work day, following the day when the earth-disturbing activities have temporarily or permanently ceased.

For projects with an NPDES Permit for Construction activities:

1) For construction areas discharging into waters not impaired for nutrients or sediments, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

2) For construction areas discharging into nutrient or sediment impaired waters, complete initial stabilization within 7 calendar days after the temporary or permanent cessation of earth-disturbing activities.

For projects without an NPDES Permit for Construction activities, complete initial stabilization within 14 calendar days after the temporary or permanent cessation of earth-disturbing activities.

Any of the following types of activities constitutes initiation of stabilization:

- (1) Prepping the soil for vegetative or non-vegetative stabilization;
- (2) Applying mulch or other non-vegetative product to the exposed area;
- (3) Seeding or planting the exposed area;
- (4) Starting any of the activities in items (1) – (3) above on a portion of the area to be stabilized, but not on the entire area; and
- (5) Finalizing arrangements to have stabilization product fully installed in compliance with the deadline for completing initial stabilization activities.

Any of the following types of activities constitutes completion of initial stabilization activities:

- (1) For vegetative stabilization, all activities necessary to initially seed or plant the area to be stabilized; and/or
- (2) For non-vegetative stabilization, the installation or application of all such non-vegetative measures.

If the Contractor is unable to meet the deadlines above due to circumstances beyond the Contractor's control, and the Contractor is using vegetative cover for temporary or permanent stabilization, the Contractor may comply with the following stabilization deadlines instead as agreed to by the Engineer:

- (1) Immediately initiate, and complete within the timeframe shown above, the installation of temporary non-vegetative stabilization measures to prevent erosion;
- (2) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial establishment of vegetation as soon as conditions or circumstances allow it on the site; and
- (3) Notify and provide documentation to the Engineer the circumstances that prevent the Contractor from meeting the deadlines above for stabilization and the schedule the Contractor will follow for initiating and completing initial stabilization and as agreed to by the Engineer.

Follow the applicable requirements of the specifications and special provisions including Section 619 and Section 641.

Immediately after seeding or planting the area to be vegetatively stabilized, to the extent necessary to prevent erosion on the seeded or planted area, select, design, and install non-vegetative erosion controls that provide cover (e.g., mulch, rolled erosion control products) to the area while vegetation is becoming established.

Protect exposed or disturbed surface area with mulches, grass seeds or hydromulch. Spray mulches at a rate of 2,000 pounds per acre. Add tackifier to mix at a rate of 85 pounds per acre. Apply grass seeds at a rate of 125 pounds per acre. For hydromulch, use the ingredients and rates required for mulches and grass seeds. Submit recommendations from a licensed Landscape Architect when deviating from the application rates above.

Apply fertilizer to mulches, grass seed or hydromulch per manufacturer's recommendations. Submit recommendations from a licensed Landscape Architect when deviating from the manufacturer's recommendations.

Install velocity dissipation measures when exposing erodible surfaces greater than 15 feet in height.

BMP measures shall be in place and operational at the end of work day or as required by Section 209.03(B).

Install and maintain either or both stabilized construction entrances and wheel washes to minimize tracking of dirt and mud onto roadways. Restrict traffic to stabilized construction areas only. Clean dirt, mud, or other material tracked onto the road, sidewalk, or other paved area by the end of the same day in which the track-out occurs. Modify stabilized construction entrances to prevent mud from being tracked onto road. Stabilize entire access roads if necessary.

Chemicals may be used as soil stabilizers for either or both erosion and dust control if acceptable to the Engineer.

Provide temporary slope drains of rigid or flexible conduits to carry runoff from cuts and embankments. Provide portable flume at the entrance. Shorten or extend temporary slope drains to ensure proper function.

Protect ditches, channels, and other drainageways leading away from cuts and fills at all times by either:

- (1) Hydro-mulching the lower region of embankments in the

immediate area.

(2) Installing check dams and siltation control devices.

(3) Other methods acceptable to the Engineer.

Provide for controlled discharge of waters impounded, directed, or controlled by project activities or erosion control measures.

Cover exposed surface of materials completely with tarpaulin or similar device when transporting aggregate, soil, excavated material or material that may be source of fugitive dust.

Cleanup and remove any pollutant that can be attributed to the Contractor.

Install or modify Site-Specific BMP measures due to change in the Contractor's means and methods, or for omitted condition that should have been allowed for in the accepted Site-Specific BMP or a Site-Specific BMP that replaces an accepted Site-Specific BMP that is not satisfactorily performing. Modifications to Site-Specific BMP measures shall be accepted in writing by the Engineer prior to implementation.

Properly maintain all Site-Specific BMP measures.

For projects with an NPDES Permit for Construction Activities:

(1) For construction areas discharging into nutrient or sediment impaired waters, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) Within 24 hours of any rainfall of 0.25 inch or greater which occurs in a 24-hour period.

(c) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

(2) For construction areas discharging to waters not impaired for nutrients or sediments, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

For projects without an NPDES Permit for Construction activities, inspect, prepare a written report, and make repairs to BMP measures at the following intervals:

(a) Weekly.

(b) When existing erosion control measures are damaged or not operating properly as required by Site-Specific BMP.

Temporarily remove, replace or relocate any Site-Specific BMP that must be removed, replaced or relocated due to potential or actual flooding, or potential danger or damage to project or public.

Maintain records of inspections of Site-Specific BMP work. Keep continuous records for duration of the project. Submit copy of Inspection Report to the Engineer within 24 hours after each inspection.

The Contractor's designated representative specified in Subsection 209.03(A)(2)(d) shall address any Site-Specific BMP deficiencies brought up by the Engineer immediately, including weekends and holidays, and complete work to fix the deficiencies by the close of the next work day if the problem does not require significant repair or replacement, or if the problem can be corrected through routine maintenance. Address any Site-Specific BMP deficiencies brought up by the State's Third-Party Inspector in the timeframe above or as specified in the Consent Decree or MS4 NPDES Permit, whichever is more stringent. The Consent Decree timeframe requirement applies statewide. The MS4 NPDES Permit only applies to Oahu. In this section, "immediately" means the Contractor shall take all reasonable measures to minimize or prevent discharge of pollutants until a permanent solution is installed and made operational. If a problem is identified at a time in the day in which it is too late to initiate repair, initiation of repair shall begin on the following work day. When installation of a new pollution prevention control or a significant repair is needed, complete installation or repair no later than seven calendar days from the time of notification/Contractor discovery. Notify the Engineer and document why it is infeasible to complete the installation or repair within seven calendar days and complete the work as soon as practicable and as agreed to by the Engineer. Address Site-Specific BMP deficiencies discovered by the Contractor within the timeframe above. The Contractor's failure to satisfactorily address these Site-Specific BMP deficiencies, the Engineer reserves the right to employ outside assistance or use the Engineer's own labor forces to provide necessary corrective measures. The Engineer will charge the Contractor such incurred costs plus any associated project engineering costs. The Engineer will make appropriate deductions from the Contractor's monthly progress estimate. Failure to apply Site-Specific BMP measures may result in one or more of the following: assessment of

liquidated damages, suspension, or cancellation of Contract with the Contractor being fully responsible for all additional costs incurred by the State.

(C) Discharges of Storm Water Associated with Construction Activities. If work includes disturbance of one acre or more, an NPDES Permit authorizing Discharges of Storm Water Associated with Construction Activity (CWB-NOI Form C) or Individual Permit authorizing storm water discharges associated with construction activity is required from the Department of Health Clean Water Branch (DOH-CWB).

Do not begin construction activities until all required conditions of the permit are met and submittals detailed in Subsection 209.03(A)(2) – Water Pollution, Dust, and Erosion Control Submittals are completed and accepted in writing by the Engineer.

(D) Discharges Associated with Hydrotesting Activities. If hydrotesting activities require effluent discharge into State waters or drainage systems, an NPDES Hydrotesting Waters Permit (CWB-NOI Form F) or Individual Permit authorizing discharges associated with hydrotesting from DOH-CWB is required from the DOH-CWB.

Do not begin hydrotesting activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct Hydrotesting operations in accordance with the conditions of the permit or NGPC.

(E) Discharges Associated with Dewatering Activities. If dewatering activities require effluent discharge into State waters or drainage systems, an NPDES Dewatering Permit (CWB-NOI Form G) or Individual Permit authorizing discharges associated with dewatering from DOH-CWB is required from the DOH-CWB.

Do not begin dewatering activities until the DOH-CWB has issued an Individual NPDES Permit or Notice of General Permit Coverage (NGPC). Conduct dewatering operations in accordance with the conditions of the permit or NGPC.

(F) Solid Waste. Submit the Solid Waste Disclosure Form for Construction Sites to the Engineer within 30 calendar days of contract execution. Provide a copy of all the disposal receipts from the facility permitted by the Department of Health to receive solid waste to the Engineer monthly. This should also include documentation from any intermediary facility where solid waste is handled or processed, or as directed by the Engineer.

(G) Construction BMP Training. The Contractor's representative

responsible for development of the Site-Specific BMP Plan and implementation of Site-Specific BMPs in the field shall attend the State's Construction Best Management Practices Training. The Contractor shall keep training logs updated and readily available.

209.04 Measurement.

(A) Installation, maintenance, monitoring, and removal of BMP will be paid on a lump sum basis. Measurement for payment will not apply.

(B) The Engineer will only measure additional water pollution, dust and erosion control required and requested by the Engineer on a force account basis in accordance with Subsection 109.06 – Force Account Provisions and Compensation.

209.05 Payment. The Engineer will pay for accepted pay items listed below at contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for work prescribed in this section and contract documents.

The Engineer will pay for each of the following pay items when included in proposal schedule:

| Pay Item | Pay Unit |
|--|----------|
| Initial Setup, Routine Maintenance and Removal of NPDES, SWPPP, Erosion, Sedimentation and Dust Controls | Lump Sum |

An estimated amount for force account is allocated in proposal schedule under 'Additional Water Pollution, Dust, and Erosion Control', but actual amount to be paid will be the sum shown on accepted force account records, whether this sum be more or less than estimated amount allocated in proposal schedule. The Engineer will pay for BMP measures requested by the Engineer that are beyond scope of accepted Site-Specific BMP on a force account basis.

No progress payment will be authorized until the Engineer accepts in writing Site-Specific BMP or when the Contractor fails to maintain project site in accordance with accepted BMP.

For all citations or fines received by the Department for non-compliance, including compliance with NPDES Permit conditions, the Contractor shall reimburse State within 30 calendar days for full amount of outstanding cost State has incurred, or the Engineer will deduct cost from progress payment.

The Engineer will assess liquidated damages up to \$27,500 per day for non-compliance of each BMP requirement and all other requirements in this section.

Appendix A

The following list identifies potential pollutant sources and corresponding BMPs used to mitigate the pollutants. Each BMP is referenced to the corresponding section of the current HDOT Construction Best Management Practices Field Manual or appropriate Supplemental Sheets. The Manual may be obtained from the HDOT Statewide Stormwater Management Program Website at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/> under Construction Best Management Practices Field Manual. Supplemental BMP sheets are located at <http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/> under Concrete Curing and Irrigation Water.

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|--|---|
| Construction debris, green waste, general litter | <ul style="list-style-type: none"> • Separate contaminated clean up materials from construction and demolition (C&D) wastes. • Provide waste containers (e.g., dumpster or trash receptacle) of sufficient size and number to contain construction and domestic wastes. • Inspect construction waste and recycling areas regularly. • Schedule solid waste collection regularly. • Schedule recycling activities based on construction/demolition phases. • Empty waste containers weekly or when they are two-thirds full, whichever is sooner. • Do not allow containers to overflow. Clean up immediately if they do. • On work days, clean up and dispose of waste in designated waste containers. • See Solid Waste Management Section SM-6 for additional requirements. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. | See Solid Waste Management Section SM-6. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable. |
| Materials associated with the operation and maintenance of equipment, such as oil, fuel, and hydraulic fluid leakage | <ul style="list-style-type: none"> • Use off-site wash racks, repair and maintenance facilities, and fueling sites when practical. • Designate bermed wash area if cleaning on site is necessary. • Place drip pans or drop cloths under vehicles and equipment to absorb spills or leaks. • Provide an ample supply of readily available spill cleanup materials. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge. • Inspect on-site vehicles and equipment regularly and immediately repair leaks. • Regularly inspect fueling areas and storage tanks. | See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13, and Material Delivery, Storage and Material Use Sections SM-2 and SM-3, and Spill Prevention and Control SM-10. |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|-------------------------|
| | <ul style="list-style-type: none"> • <i>Train employees on proper maintenance and spill practices and procedures and fueling and cleanup procedures.</i> • <i>Store diesel fuel, oil, hydraulic fluid, or other petroleum products or other chemicals in water-tight containers and provide cover or secondary containment.</i> • <i>Do not remove original product labels and comply with manufacturer's labels for proper disposal.</i> • <i>Dispose of containers only after all the product has been used.</i> • <i>Dispose of or recycle oil or oily wastes according to Federal, State, and Local requirements.</i> • <i>Store soaps, detergents, or solvents under cover or other means to prevent contact with rainwater.</i> • <i>See Vehicle and Equipment Cleaning, Maintenance, and Refueling, Sections SM-11, SM-12, and SM-13 and Material Use Section SM-3 for additional requirements.</i> | |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------------------|--|---|
| Soil erosion from the disturbed areas | <ul style="list-style-type: none"> • Provide Soil Stabilization, Slope Protection, Storm Drain Inlet Protection SC-2, Perimeter Controls and Sediment Barriers, Sediment Basins and Detention Ponds, Check Dams SC-9, Level Spreader SC-10, Paving Operations SM-19, Construction Road Stabilization EC-1, Controlling Storm Water Flowing Onto and Through the Project, Post-Construction BMPs, and Non-Structural BMPs (Employee Training SM-1, Scheduling SM-14, Location of Potential Sources of Sediment SM-15, Preservation of Existing Vegetation SM-16) . • Delineate, and clearly mark off, with flags, tape, or other similar marking device all natural buffer areas defined in the SWPPP. • Preserve native topsoil where practicable. • In areas where vegetative stabilization will occur, restrict vehicle/equipment use in areas to avoid soil compaction or condition soil to promote vegetative growth. • For Storm Drain Inlet Protection, clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. • Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same day in which it is found or by the end of the following work day if removal by the same day is not feasible. • Sediment basins shall be designed and maintained in accordance with HAR 11-55. • Minimize disturbance on steep slopes (Greater than 15% in grade). • If disturbance of steep slopes are unavoidable, phase disturbances and use stabilization techniques | <p>Soil Stabilization</p> <ol style="list-style-type: none"> 1. SM-21 Topsoil Management 2. EC-5 Seeding and Planting 3. EC-6 Mulching 4. EC-7 Geotextiles and Mats <p>Slope Protection</p> <ol style="list-style-type: none"> 1. EC-5 Seeding and Planting 2. EC-6 Mulching 3. EC-7 Geotextiles and Mats 4. EC-9 Slope Roughening, Terracing, and Rounding 5. SC-11 Slope Drains and Subsurface Drains 6. SC-12 Top and Toe of Slope Diversion Ditches |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|--|--|
| | <p><i>designed for steep grades.</i></p> <ul style="list-style-type: none"> • <i>For temporary drains and swales use velocity dissipation devices within and at the outlet to minimize erosive flow velocities.</i> | <p><i>and Berms</i></p> <p><i>SC-2 Storm Drain Inlet Protection</i></p> <p><i>Perimeter Controls and Sediment Barriers</i></p> <ol style="list-style-type: none"> <i>1. SC-1 Silt Fence</i> <i>2. SC-5 Vegetated Filter Strips and Buffers</i> <i>3. SC-8 Compost Filter Berm</i> <i>4. SC-13 Sandbag Barrier</i> <i>5. SC-14 Brush or Rock Filter</i> <p><i>Sediment Basins and Detention Ponds</i></p> <ol style="list-style-type: none"> <i>1. SC-15 Sediment Trap</i> <i>2. SC-16 Sediment Basin</i> <p><i>SC-9 Check Dams</i></p> <p><i>SC-10 Level Spreader</i></p> |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|---|--|
| | | <p>SM-19 Paving Operations</p> <p>EC-1 Construction Road Stabilization</p> <p>Controlling Storm Water Flowing onto and Through the Project</p> <ol style="list-style-type: none"> 1. EC-8 Run-On Diversion 2. SC-6 Earth Dike 3. SC-7 Temporary Drains and Swales <p>Post Construction BMPs</p> <ol style="list-style-type: none"> 1. EC-4 Flared Culvert End Sections 2. SC-3 Rip-Rap and Gabion Inflow Protection 3. SC-4 Outlet Protection and Velocity Dissipation Devices |

| <i>Pollutant Source</i> | <i>Appropriate Site-Specific BMP to be Implemented</i> | <i>BMP Requirements</i> |
|--------------------------------|---|--|
| | | <p>4. SM-21 Topsoil Manageme nt</p> <p><i>Non-Structural BMPs</i></p> <p>1. SM-1 Employee Training</p> <p>2. SM-14 Scheduling</p> <p>3. SM-15 Location of Potential Sources of Sediment</p> <p>4. SM-16 Preservatio n of Existing Vegetation</p> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------------------|--|---|
| Sediment from soil stockpiles | <ul style="list-style-type: none"> • Locate stockpiles a minimum of 50 feet or as far as practicable from concentrated runoff or outside of any natural buffers identified on the SWPPP. • Place bagged materials on pallets and under cover. • Provide physical diversion to protect stockpiles from concentrated runoff. • Cover stockpiles with plastic or comparable material when practicable. • Place silt fence, fiber filtration tubes, or straw wattles around stockpiles. • Do not hose down or sweep soil or sediment accumulated on pavement or other impervious surfaces into any storm water conveyance (unless connected to a sediment basin, sediment trap, or similarly effective control), storm drain inlet, or state water. • Unless infeasible, contain and securely protect stockpiles from the wind. • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. • See Protection of Stockpiles Section SM-4 for additional requirements. | See Protection of Stockpiles Section SM-4. Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable. |
| Emulsified asphalt or prime/tack coat | <ul style="list-style-type: none"> • Provide training for employees and contractors on proper material delivery and storage practices and procedures. • Restrict paving operations during wet weather to prevent paving materials from being discharged. • Use asphalt emulsions such as prime coat when possible. • Protect drain inlet structures and manholes during application of tack coat, seal coat, slurry seal, and fog seal. • Keep ample supplies of drip pans and absorbent materials on site. • Inspect inlet protection devices. • See Material Delivery and Storage Section SM-2 and Paving Operations Section SM-19 for additional requirements. • Provide Storm Drain Inlet Protection and/or | See Material Delivery and Storage Section SM-2 and Material Use Section SM-3, Paving Operations Section SM-19, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---|---|--|
| | <i>Perimeter Sediment Controls as applicable.</i> | <i>applicable.</i> |
| <i>Materials associated with painting, such as paint and paint wash solvent</i> | <ul style="list-style-type: none"> • <i>Hazardous chemicals shall be well-labeled and stored in original containers.</i> • <i>Keep ample supply of cleanup materials on site.</i> • <i>Dispose container only after all of the product has been used.</i> • <i>Remove as much paint from brushes on painted surface.</i> • <i>Rinse from water-based paints shall be discharged into the sanitary sewer system where possible. If not, direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation.</i> • <i>Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i> • <i>. Do not dump liquid wastes into the storm drainage system.</i> • <i>Filter and re-use solvents and thinners.</i> • <i>Dispose of oil-based paints and residue as a hazardous waste.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> • <i>Immediately clean up spills and leaks.</i> • <i>Properly store paints, solvents, and epoxy compounds.</i> • <i>Properly store and dispose waste materials generated from painting and structure repair and construction activities.</i> • <i>Mix paints in a covered and contained area when possible to minimize adverse impacts from spills.</i> • <i>Do not apply traffic paint or thermoplastic if rain is forecasted.</i> • <i>See Material Delivery and Storage Section SM-2, Material Use SM-3, Waste Management, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20 for additional requirements.</i> | <i>See Material Delivery and Storage Section SM-2, Material Use Section SM-3, Hazardous Waste Management Section SM-9, Waste Management, Spill Prevention and Control Section SM-10, and Structure Construction and Painting Section SM-20, Protect Storm Drain Inlets SC-2, and Perimeter Sediment Controls where applicable.</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|--|--|
| | <ul style="list-style-type: none"> • Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable. | |
| Industrial chemicals, fertilizers, and/or pesticides | <ul style="list-style-type: none"> • Hazardous chemicals shall be well-labeled and stored in original containers. • Keep ample supply of cleanup materials on site. • Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly. • Do not clean surfaces or spills by hosing the area down. • Eliminate the source of the spill to prevent a discharge or a furtherance of an ongoing discharge. • Dispose container only after all of the product has been used. • Retain a complete set of material safety data sheets on site. • Store industrial chemicals in water-tight containers and provide either cover or secondary containment. • Provide cover when storing fertilizers or pesticides to prevent these chemicals from coming into contact with rainwater. • Restrict amount of pesticide prepared to quantity necessary for the current application. • Do not apply fertilizers or pesticides during or just before a rain event. • Do not apply to stormwater conveyance channels with flowing water. • Comply with fertilizer and pesticide manufacturer's recommended usage instructions. • Follow federal, state, and local laws regarding fertilizer application. • Do not dispose of toxic liquid wastes (solvents, used oils, and paints) or chemicals (additives, acids, and curing compounds) in dumpsters allocated for construction debris. • Ensure collection, removal, and disposal of hazardous waste complies with regulations. Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler. • See Material Delivery and Storage Section SM2, | See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9, and Spill Prevention and Control SM-10 |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|--|---|--|
| | <i>Material Use SM-3, and Waste Management, Hazardous Waste Management Section SM-9 for additional requirements.</i> | |
| <i>Hazardous waste (Batteries, Solvents, Treated Lumber, etc.)</i> | <ul style="list-style-type: none"> • <i>Do not dispose of toxic materials in dumpsters allocated for construction debris.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with regulations.</i> • <i>Hazardous waste that cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.</i> • <i>Segregate and recycle wastes from vehicle/equipment maintenance activities such as used oil or oil filters, greases, cleaning solutions, antifreeze, automotive batteries, and hydraulic and transmission fluids.</i> • <i>Store waste in sealed containers, which are constructed of suitable materials to prevent leakage and corrosion, and which are labeled in accordance with applicable Resource Conservation and Recovery Act (RCRA) requirements and all other applicable federal, state, and local requirements.</i> • <i>All containers stored outside shall be kept away from surface waters and within appropriately-sized secondary containment (e.g., spill berms, decks, spill containment pallets). Provide cover if possible.</i> • <i>Clean up spills immediately, using dry clean-up methods where possible, and dispose of used materials properly.</i> • <i>Do not clean surfaces or spills by hosing the area down.</i> • <i>Eliminate the source of the spill to prevent a discharge or a continuation of an ongoing discharge.</i> • <i>Ensure collection, removal, and disposal of hazardous waste complies with manufacturer's recommendations and is in compliance with federal, state, and local requirements.</i> • <i>See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Management, Vehicle and Equipment Maintenance SM-12 for additional requirements.</i> | <i>See Hazardous Waste Management Section SM-9 and Vehicle and Equipment Maintenance SM-12</i> |
| <i>Metals and</i> | <ul style="list-style-type: none"> • <i>Inspect construction waste and recycling areas</i> | <i>See Solid</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|----------------------------------|--|---|
| <i>Building Materials</i> | <p><i>regularly.</i></p> <ul style="list-style-type: none"> <i>Schedule solid waste collection regularly.</i> <i>If building materials or metals are stored on site (such as rebar or galvanized poles) store under cover under tarps or in containers.</i> <i>Minimize the amount of material stored on site.</i> <i>Do not stockpile uncovered metals or other building materials in close proximity to discharge points.</i> <i>See Solid Waste Management Section SM-6 for additional requirements.</i> | <i>Waste Management Section SM-6</i> |
| <i>Contaminated Soil</i> | <ul style="list-style-type: none"> <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9 for additional requirements.</i> <i>At minimum contain contaminated material soil by surrounding with impermeable lined berms or cover exposed contaminated material with plastic sheets.</i> | <i>See Waste Management, Contaminated Soil Management Section SM-8 and/or Hazardous Waste Management Section SM-9</i> |
| <i>Dust Control Water</i> | <ul style="list-style-type: none"> <i>Do not over spray water for dust control purposes which will result in runoff from the area.</i> <i>Apply water as conditions require.</i> <i>Washing down of debris or dirt into drainage, sewage systems, or State waters is not allowed.</i> <i>See Dust Control Section SM-18 for additional requirements.</i> | <i>See Dust Control Section SM-18</i> |
| <i>Concrete Truck Wash Water</i> | <ul style="list-style-type: none"> <i>Disposal of concrete truck wash water via percolation is prohibited.</i> <i>Wash concrete-coated vehicles or equipment off-site or in the designated wash area.</i> <i>Locate on-site wash area a minimum of 50 feet</i> | <i>See Waste Management, Concrete Waste Management</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|-------------------------|
| | <p><i>away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies.</i></p> <ul style="list-style-type: none"> • <i>Runoff from the on-site concrete wash area shall be contained in a temporary pit or level bermed area where the concrete can set.</i> • <i>Design the area so that no overflow can occur due to inadequate wash area sizing or precipitation.</i> • <i>The temporary pit shall be lined with plastic to prevent seepage of wash water into the ground.</i> • <i>Allow wash water to evaporate or collect wash water and all concrete debris in a concrete washout system bin.</i> • <i>Do not dump liquid wastes into storm drainage system.</i> • <i>Dispose of liquid and solid concrete wastes in compliance with federal, state, and local standards.</i> • <i>See Waste Management, Concrete Waste Management Section SM-5 for additional requirements.</i> | <i>Section SM-5</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|---------------------------|---|--|
| <i>Sediment Track-Out</i> | <ul style="list-style-type: none"> • <i>Include Stabilized Construction Entrance at all points that exit onto paved roads.</i> • <i>A sediment trapping device is required if a wash rack is used in conjunction with the stabilized construction entrance/exit.</i> • <i>The pavement shall not be cleaned by washing down the street.</i> • <i>If sweeping is ineffective or it is necessary to wash the streets, wash water must be contained either by construction of a sump, diverting the water to an acceptable disposal area, or vacuuming the wash water.</i> • <i>Use BMPs for adjacent drainage structures.</i> • <i>Remove sediment tracked onto the street by the end of the day in which the track-out occurs.</i> • <i>Restrict vehicle use to properly designated exit points.</i> • <i>Include additional BMPs which remove sediment prior to exit when minimum dimensions can not be met.</i> • <i>See Stabilized Construction Entrance Section EC-2 for additional requirements.</i> | <i>See Stabilized Construction Entrance Section EC-2</i> |
| <i>Irrigation Water</i> | <ul style="list-style-type: none"> • <i>Consider irrigation requirements.</i> • <i>Where possible, avoid species which require irrigation.</i> • <i>Design timing and application methods of irrigation water to eliminate the runoff of excess irrigation water into the storm water drainage system.</i> • <i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation at http://www.stormwaterhawaii.com/resources/contract</i> | <i>See Seeding and Planting Section EC-5 and California Stormwater BMP Handbook SD-12 Efficient Irrigation</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|------------------------------|--|---|
| | <i>ors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Irrigation Water for additional requirements.</i> | |
| <i>Hydrotesting Effluent</i> | <ul style="list-style-type: none"> <i>If work includes removing, relocation or installing waterlines, and Contractor elects to flush waterline or discharge hydrotesting effluent into State waters or drainage systems, the Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form F application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Hydrotesting Activities if necessary. Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> | <i>Site-Specific BMPs will be included in the NOI/NPDES Permit Form F submittal.</i> |
| <i>Dewatering Effluent</i> | <ul style="list-style-type: none"> <i>If excavation or backfilling operations require dewatering, and Contractor elects to discharge dewatering effluent into State waters or existing drainage systems, Contractor shall prepare and obtain HDOT acceptance of a NOI/NPDES Permit Form G application for HDOT submittal to DOH CWB at least 30 calendar days prior to the start of Dewatering Activities if necessary. See Site Planning and General Practices, Dewatering Operations Section SM-17 for additional requirements.</i> | <i>See Dewatering Operations SM-17. Site-Specific BMPs will be included in the NOI/NPDES Permit Form G submittal.</i> |
| <i>Saw-cutting Slurry</i> | <ul style="list-style-type: none"> <i>Saw cut slurry shall be removed from the site by vacuuming.</i> <i>Provide storm drain protection during saw cutting. See Paving Operations Section SM-19 for additional requirements.</i> <i>Provide Storm Drain Inlet Protection and/or Perimeter Sediment Controls as applicable.</i> | <i>See Paving Operations Section SM-19, Storm Drain Inlet Protection SC-2, Perimeter sediment controls where applicable</i> |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|--|
| Concrete Curing Water | <ul style="list-style-type: none"> • Avoid overspraying of curing compounds. • Apply an amount of compound that covers the surface, but does not allow any runoff of the compound. • See California Stormwater BMP Handbook NS-12 Concrete Curing at http://www.stormwaterhawaii.com/resources/contractors-and-consultants/storm-water-pollution-prevention-plan-swppp/ under Concrete Curing for additional requirements. | See California Stormwater BMP Handbook NS-12 Concrete Curing |
| Plaster Waste Water | <ul style="list-style-type: none"> • Direct all washwater into a leak-proof container or leak-proof pit. The container or pit must be designed so that no overflows can occur due to inadequate sizing or precipitation. • Locate on-site wash area a minimum of 50 feet away or as far as practicable from storm drain inlets, open drainage facilities, or water bodies. • Any significant residual materials remaining on the ground after the completion of construction shall be removed and properly disposed. If the residual materials contaminate the soil, then the contaminated soil shall also be removed and properly disposed of. • Plaster waste water shall not be allowed to flow into drainage structures or State waters. • See Material Delivery and Storage Section SM-2, Material Use SM-3, and Hazardous Waste Management Section SM-9 for additional requirements. | See Material Delivery and Storage Section SM-2, Material Use Section SM-3, and Hazardous Waste Management Section SM-9 |

| Pollutant Source | Appropriate Site-Specific BMP to be Implemented | BMP Requirements |
|-------------------------|---|--|
| Water-Jet Wash Water | <ul style="list-style-type: none"> For Water-Jet Wash Water used to clean vehicles, use off site wash racks or commercial washing facilities when practical. See Vehicle and Equipment Cleaning Section SM-11 for additional information. For Water-Jet Wash Water used to clean impervious surfaces, the runoff shall not be allowed to flow into drainage structures or State Waters. | See Vehicle and Equipment Cleaning Section SM-11 |
| Sanitary/Septic Waste | <ul style="list-style-type: none"> Locate Sanitary facilities in a convenient place away from drainage facilities. Position sanitary facilities so they are secure and will not be tipped over or knocked down. Wastewater shall not be discharged to the ground or buried. A licensed service provider shall maintain sanitary/septic facilities in good working order. Schedule regular waste collection by a licensed transporter. See Sanitary/Septic Waste Section SM-7 for additional requirements. | See Sanitary/Septic Waste Section SM-7. |

578
579
580
581

END OF SECTION 209

Page left intentionally blank...

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture by rolling;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

(B) Asphalt Compaction Testing by Hawai'i Certified Independent Testing Laboratory (Test performed a minimum of every 200 linear feet of roadway/driveways) Lump Sum

The Engineer may, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMAB compacted below 92.0 percent. The Engineer will make payment for the material in that production day at a reduced price arrived at by multiplying the contract unit price by the pay factor shown in Table 301.05-1.

| Table 301.05-1 – Sliding Scale Pay Factor | |
|---|-----------------|
| Percent Compaction | Percent Payment |
| 92.0 or greater | 100 |
| 90.0 – 91.9 | 80 |
| <90.0 | Removal |

END OF SECTION 301

1 **SECTION 304 – AGGREGATE BASE COURSE**
2

3 Make the following amendment to said Section:
4

5 **(I)** Amend **304.03(B) – Shaping and Compacting** by adding the following
6 paragraph after line 46:
7

8 “Provide the services of a Department of Transportation certified
9 independent testing laboratory and submit sampling and testing results to
10 the Engineer according to Section 106 – Material Restrictions and
11 Requirements.”
12

13 **(II)** Amend **304.03(B) – Shaping and Compacting** by revising lines 47 to 52
14 to read as follows:
15

16 “Limit surface deviations of finished areas to not more than 1/2 inch
17 (1/8 inch within 50-feet of structures) above or below theoretical grade.
18 Correct surface deviations more than 1/2 inch (1/8 inch within 50-feet of
19 structures) above or below theoretical grade by scarifying, adding or
20 removing material, blading, and compacting. Reshape high or low spots
21 with self-propelled, pneumatic-tired motor grader. Use graders with
22 wheelbase not less than 15 feet long and blade not less than 10 feet long.”
23

24 **(III)** Amend **304.04 – Measurement** to read as follows:
25

26 **“304.04 Measurement.** The Engineer will measure aggregate base per
27 square yard in accordance with the contract documents.
28

29 **(IV)** Amend **304.05 – Payment** to read as follows:
30

31 **“304.05 Payment.** The Engineer will pay for the accepted aggregate base at
32 the contract price per square yard. Payment will be full compensation for the
33 work prescribed in this section and the contract documents.
34

35 The Engineer will pay for the following pay item when included in the
36 proposal schedule.
37
38

| | | |
|----|--|-----------------|
| 40 | Pay Item | Pay Unit |
| 41 | Aggregate Base Course | Square Yard |
| 42 | | |
| 43 | The Engineer will pay for: | |
| 44 | | |
| 45 | (1) 40% of the contract bid price upon completion of furnishing, and | |
| 46 | placing the aggregate base, and remixing the segregated materials; | |
| 47 | | |
| 48 | (2) 40% of the contract bid price upon completion of spreading, | |
| 49 | shaping, and compacting the aggregate base; | |
| 50 | | |
| 51 | (3) 20% of the contract bid price upon completion of the compaction | |
| 52 | results." | |
| 53 | | |
| 54 | | |
| 55 | | |
| 56 | END OF SECTION 304 | |

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45

- 46 (1) Blaw-Knox bituminous pavers shall be
47 equipped with the Blaw-Knox Materials
48 Management Kit (MMK).
49
50 (2) Cedarapids bituminous pavers shall be those
51 that were manufactured in 1989 or later.
52
53 (3) Barber-Green/Caterpillar bituminous pavers
54 shall be equipped with deflector plates as
55 identified in the December 2000 Service
56 Magazine entitled "New Asphalt Deflector Kit
57 {6630, 6631, 6640}".
58

59 Prior to the start of using the paver for placing plant
60 mix, the Contractor shall submit for approval a full
61 description in writing of the means and methodologies that
62 will be used to prevent bituminous paver segregation. Use of
63 the paver shall not commence prior to receiving approval
64 from the Engineer.
65

66 The Contractor shall supply a Certificate of
67 Compliance that verifies that the approved means and
68 methods used to prevent bituminous paver segregation have
69 been implemented on all pavers used on the project and is
70 working in accordance with the manufacturer's
71 requirements."
72

73 **(VI) Amend Section 401.03(F)(1) HMA Pavement Courses One and a**
74 **Half Inches Thick Or Greater**, from lines 499 to 505 to read as follows:
75

76 **"(1) HMA Pavement Courses One and a Half Inches Thick Or**
77 **Greater.** Where HMA pavement compacted thickness indicated
78 in the contract documents is 1-1/2 inches or greater, compact to not
79 less than 92.0 percent nor greater than 97.0 percent of the
80 maximum specific gravity determined in accordance with AASHTO
81 T 209, modified by deletion of Supplemental Procedure for Mixtures
82 Containing Porous Aggregate."
83

84
85 **(VII) Amend Section 401.03(F)(3) HMA Pavement Courses One and a**
86 **Half Inches Thick or Greater In Special Areas Not Designated For Vehicular**
87 **Traffic**, from lines 530 to 538 to read as follows:
88

89 **"(3) HMA Pavement Courses One and a Half Inches Thick or**
90 **Greater In Special Areas Not Designated For Vehicular Traffic.**
91 For areas such as bikeways that are not part of roadway and other

areas not subjected to vehicular traffic, compact to not less than 90.0 percent of maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. Increase asphalt content by at least 0.5 percent above that used for HMA pavements designed for vehicular traffic."

"(VIII) Add **Section 401.04 Pavement Samples and Testing**

Compaction testing shall be the responsibility of the Contractor and shall be performed by an independent testing laboratory certified in the State of Hawai'i. Samples of the mixture shall be taken for the full depth of the course at the location directed by the County. One compaction test shall be taken every 200 linear feet of roadways/driveways."

(XI) Amend **Section 401.04 Measurement**, from lines 597 to 603 to read as follows:

"401.05 Measurement. Asphalt concrete pavement will be paid on a lump sum basis. Measurement for payment will not apply.

(X) Amend **Section 401.05 Payment**, from lines 605 to 635, to read as follows:

"401.06 Payment. The Engineer will pay for the accepted pay items listed below at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for each of the following pay items when included in the proposal schedule:

| Pay Item | Pay Unit |
|----------|----------|
|----------|----------|

| | |
|--|----------|
| (A) Asphalt Concrete Pavement, Mix No. IV | Lump Sum |
|--|----------|

(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and

compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

(B) Asphalt Compaction Testing by Hawai'i Certified Independent Testing Laboratory (Test performed a minimum of every 200 linear feet of roadway/driveways) Lump Sum

The Engineer will pay for cold planing in accordance with and under Section 415 – Cold Planing of Existing Pavement.

The Engineer will pay for adjusting existing frames and covers and valve boxes in accordance with and under Section 604 – Manholes, Inlets and Catch Basins and Section 626 – Manholes and Valve Boxes for Water and Sewer Systems.

The Engineer may, in lieu of requiring removal and replacement, use the sliding scale factor to accept HMA pavements compacted below 92.0 percent and above 97.0 percent. The Engineer will make payment for the material in that production day at a reduced price arrived at by multiplying the contract unit price by the pay factor shown in Table 401.05-1.

| Table 401.05-1 – Sliding Scale Pay Factor for Compaction | |
|--|--------------------|
| Percent Compaction | Percentage Payment |
| > 98.0 | Removal |
| 97.1 - 98.0 | 95 |
| 92.0 - 97.0 | 100 |
| 90.0 - 91.9 | 80 |
| <90.0 | Removal |

END OF SECTION 401

1
2 **SECTION 415 – COLD PLANING OF EXISTING PAVEMENT**
3

4 Make the following amendments to said Sections:
5

6 **(I)** Amend **Section 415.04 Measurement**, from line 67 to 68 to read as
7 follows:
8

9 **“415.04 Measurement.**

10 The Engineer will not measure cold planing for payment.”
11
12

13
14 **(II)** Amend **Section 415.05 Payment**, from line 70 to 79 to read as follows:
15

16 **“415.05 Payment.** The Engineer will not pay for the accepted cold
17 planing separately. The Engineer shall consider the cost for the accepted cold
18 planing as included in the contract price for Section 401 Asphalt Concrete Paving
19 Mix No. IV.
20
21
22
23
24
25

END OF SECTION 415

Page left intentionally blank...

1 **SECTION 602 - REINFORCING STEEL**
2

3 Make the following amendments to said Section:
4

5 **(I)** Amend **602.04 Measurement** and **602.05 Payment** to read as follows:
6

7 **"602.04 Measurement.** The Engineer will not measure reinforcing steel
8 for payment.
9

10 **602.05 Payment.** The Engineer will not pay for the accepted reinforcing
11 steel separately. The Engineer shall consider the cost for the accepted
12 reinforcing steel as included in the contract price of the various contract items.
13 The cost is for the work prescribed in this section and the contract documents."
14
15
16
17
18
19

END OF SECTION 602

Page left intentionally blank...

SECTION 629 - PAVEMENT MARKINGS

Make the following amendments to said Section:

(I) Amend **Subsection 629.03(B) – Temporary Pavement Markings** by revising the third paragraph from line 62 to 63 to read:

“Maintain and replace temporary pavement markings, flexible delineators, and barricades. ”

(II) Amend **Table 629.03 – 1 – Temporary Pavement Markings** to read as follows:

| “TABLE 629.03-1 TEMPORARY PAVEMENT MARKINGS | |
|---|--|
| TYPE | PAVEMENT MARKINGS |
| Passing Permitted - Both Sides | Single 4-inch yellow stripe 5 feet in length spaced 20 feet on center with Type D markers spaced 40 feet on center and located on center of 5-foot length of stripe. |
| Passing Prohibited - Both Sides | Double solid 4-inch yellow stripes with Type D markers placed 20 feet on center on one of 4-inch yellow stripes selected by the Engineer. |
| Passing Permitted - One Side Only | Single continuous 4-inch yellow stripe with Type D markers placed on stripe 20 feet on center on no-passing side and single 4-inch yellow stripes 5 feet in length spaced 20 feet on center on passing side. |
| Lane Lines - Lane Changing Permitted | Single 4-inch yellow or white stripe 5 feet in length spaced 20 feet on center with Type C or Type D markers spaced 40 feet on center. |
| Lane Lines - Lane Changing Prohibited | Double solid 4-inch white stripes with Type C markers placed 20 feet on center on one of the 4-inch white stripes selected by the Engineer. |
| Crosswalk | Two 12-inch white transverse lines spaced 8 feet on center or as ordered by the Engineer. |
| Stop Line | Single 12-inch white transverse line. |
| Note: Paint may be used for temporary markings in areas where final paving is not complete.” | |

END OF SECTION 629

Page left intentionally blank...

1 **SECTION 630 – TRAFFIC CONTROL GUIDE SIGNS**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend Section 630.02 Materials**, by replacing lines 28 to 29 to read:

6
7 “Retroreflective sheeting shall conform to criteria listed in ASTM D 4956
8 for the applicable type and class, or as amended in accordance with Subsection
9 750.01 - Signs.”

10
11
12
13
14
15 **END OF SECTION 630**

Page left intentionally blank...

1 **SECTION 631 – TRAFFIC CONTROL, REGULATORY, WARNING, AND**
2 **MISCELLANEOUS SIGNS**

3
4 Make the following amendment to said Section:

5
6 **(I)** Amend Section 631.03(C) Labeling of Signs, from lines 42 to 51 to read:

7
8 **“(C) Labeling of Signs.** Label back of each sign with sign stickers as
9 directed by the State. Sign stickers will be provided by the State.”

10
11
12
13
14
15 **END OF SECTION 631**
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Page left intentionally blank...

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

(I) Amend 699.03 Applicability by revising from line 21 to line 24 to read as follows:

(II) Amend **699.05 Payment** by revising from line 44 to line 47 to read as follows:

The Engineer will not pay for additional mobilization and demobilization, due to scheduling/re-scheduling/coordination of Utility Work, or for any other reason, separately and will consider the cost included in the contract prices of the various contract items.”

SW-4325
699-1a

10/03/11

Page left intentionally blank...

1 **SECTION 750 – TRAFFIC CONTROL SIGN AND MARKER MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Subsection 750.01(A)(1) Retroreflectorization** by replacing lines
6 8 through 31 to read:

7
8 **“(1) Retroreflectorization.** The following shall be retroreflectorized:

9
10 **(a)** Background for illuminated guide signs and exit number panels ("E"
11 designation) with ASTM D 4956 Type XI retroreflective sheeting.

12
13 **(b)** Background for non-illuminated guide signs and exit number panels
14 ("D" designation) with ASTM D 4956 Type XI retroreflective sheeting.

15
16 **(c)** Messages, arrows, and borders of guide signs and exit number
17 panels ("D" and "E" designations) with ASTM D 4956 Type XI
18 retroreflective sheeting.

19
20 **(d)** Regulatory and warning signs, directional signs ("DIR" designation),
21 route and auxiliary markers, shield symbols, yellow "EXIT ONLY" panels,
22 construction warning signs, and barricade rails, completely, with Type III,
23 IV, or IX retroreflective sheeting.

24
25 **(e)** Pedestrian, school, bicycle crossing series, completely with Type IX
26 fluorescent yellow green retroreflective sheeting.”

27
28
29 **(II)** Amend **Subsection 750.01(B) Backing** by replacing lines 72 through 73
30 to read:

31
32 “Aluminum sheet shall conform to ASTM B 209, alloy 5052-H38 or 6061-
33 T6 flat sheet.”

34
35 **(III)** Amend **Subsection 750.01(E) Retroreflective Sheeting Materials** by
36 replacing lines 1126 through 1137 to read:

37
38 **“(E) Retroreflective Sheeting Materials.** Retroreflective sheeting
39 includes white or colored sheeting having smooth outer surface.

40
41 Retroreflective sheeting shall be classified in accordance with ASTM D
42 4956.

43
44 The coefficient of retroreflection shall meet the minimum requirements of
45 ASTM D 4956 for the type of reflective sheeting specified.

47 The color shall conform to the latest appropriate standard color tolerance
48 chart issued by the U.S. Department of Transportation, Federal Highway
49 Administration and to the daytime and nighttime color requirements of ASTM D
50 4956.

51
52 Test methods and procedures shall be in accordance with ASTM.

53
54 **(IV)** Amend **Subsection 750.02 Sign Posts** by replacing lines 1168 through
55 1172 to read:

56
57 **"750.02 Square Tube Posts.** Square and other tube posts shall conform to
58 ASTM A 653 for cold-rolled, carbon steel sheet, commercial quality; or ASTM A
59 787 for electric-resistance-welded, metallic-coated carbon steel mechanical
60 tubing."
61

62
63
64
65
66
67 **END OF SECTION 750**
68
69
70
71

1 **SECTION 755 – PAVEMENT MARKING MATERIALS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 755.02 (C) Retroreflective Pavement Markers** by
6 revising lines 223 to 236 to read:

7
8 “Exterior surface of shell shall be smooth and contain one or two
9 retroreflective faces of specified color.”

10
11 **(II) Amend Subsection 755.05 (C)(1) Material Properties** by adding the
12 following after line 869:

13
14 **“(f)** The glass spheres shall not contain more than 200 ppm (total)
15 arsenic, 200 ppm (total) antimony nor more than 200 ppm (total)
16 lead, when tested according to EPA Methods 3052 and 6010C.
17 Other suitable x-ray fluorescence spectrometry analysis methods
18 may be used to screen samples of glass spheres for arsenic and
19 lead content.”

20
21
22
23
24
25
26
27 **END OF SECTION 755**

Page left intentionally blank...

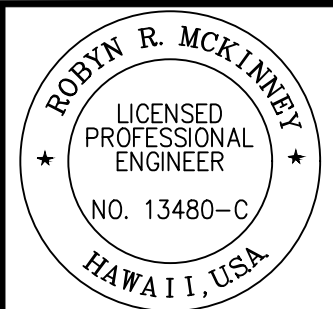
OCEAN VIEW

TRANSFER STATION AND RECYCLING CENTER

PROJECT NO. SW-4325
OCEAN VIEW, HAWAII
TMK: (3) 9-2-150: 060

COUNTY OF HAWAII
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
SOLID WASTE DIVISION
345 KEKUANAOA STREET, SUITE 41
HILO, HAWAII 96720

PREPARED BY:
SSFM INTERNATIONAL, INC.
99 AUPUNI STREET, SUITE 202
HILO, HAWAII 96720



Robyn R. McKinney
4/30/20
NOTE: Contractor to check and verify dimensions of job before proceeding with work.

SSFM International
SSFM International, Inc.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | DESCRIPTION | MADE BY | APPROVED |
|----------|------|-------------|---------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PROJECT:
OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

TITLE SHEET AND DRAWING INDEX
THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

DATE
JULY 2018

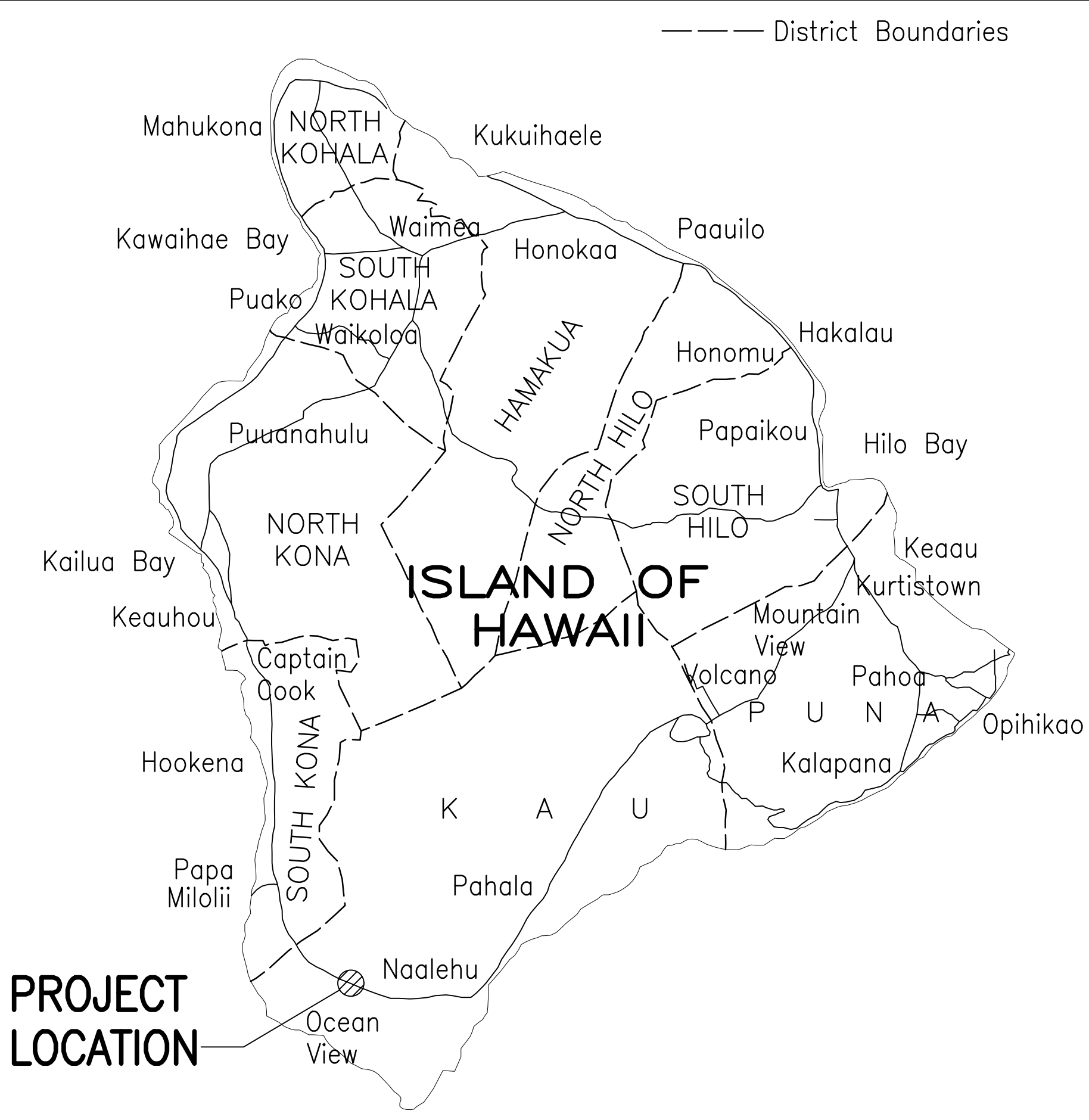
SHEET NUMBER
T-1

1 OF 17 SHEETS

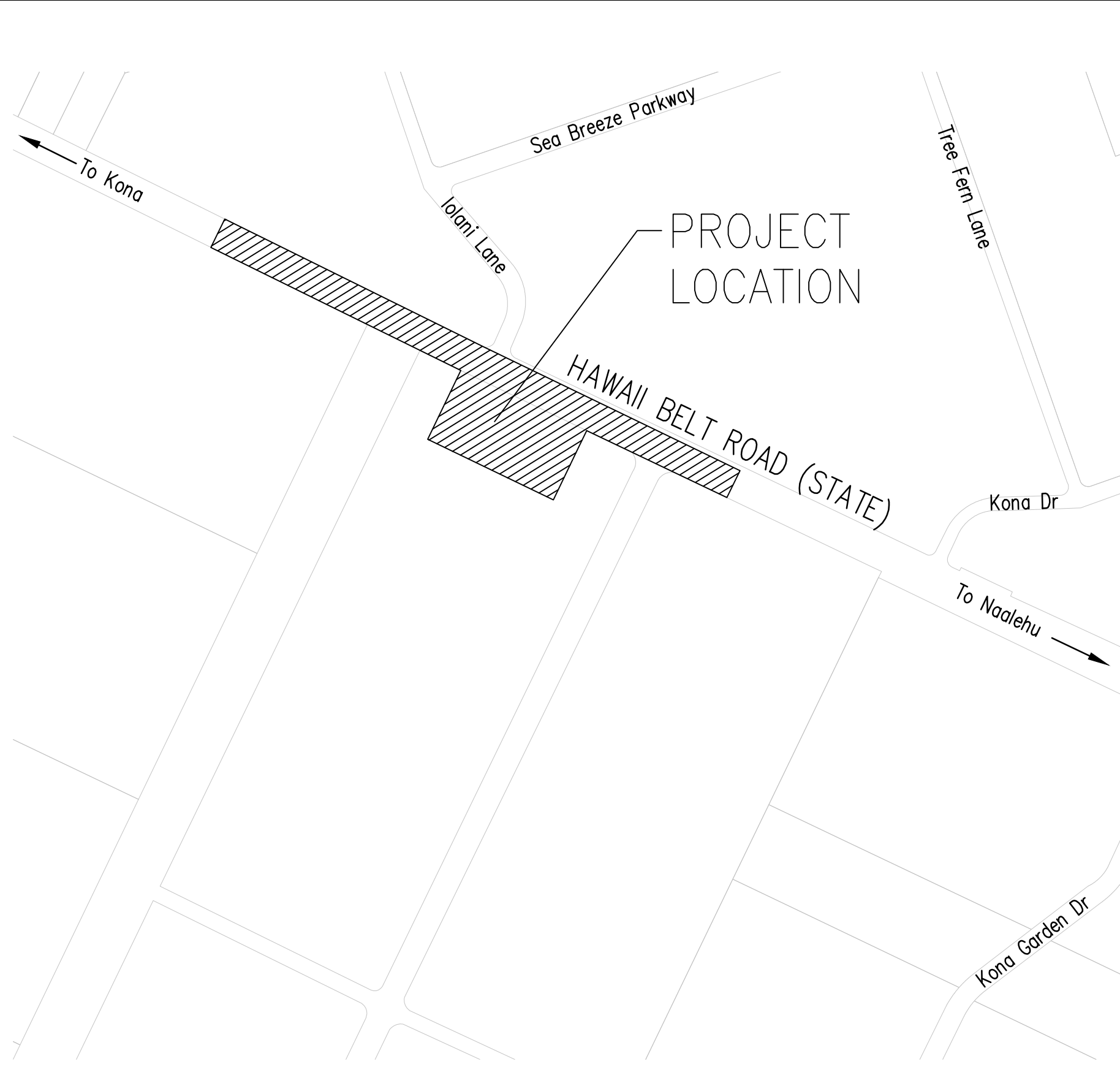
VICINITY MAP

LOCATION MAP

DRAWING INDEX



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

| SHEET | DWG NO. | DESCRIPTION |
|-------|---------|---|
| 1 | T-1 | TITLE SHEET AND DRAWING INDEX |
| 2 | C-1.0 | GENERAL NOTES |
| 3 | C-1.1 | NOTES AND ABBREVIATIONS |
| 4 | C-2.0 | EXISTING CONDITION, DEMOLITION, AND EROSION CONTROL PLAN – ONSITE IMPROVEMENTS |
| 5 | C-2.1 | EXISTING CONDITION, DEMOLITION, AND EROSION CONTROL PLAN – OFFSITE IMPROVEMENTS |
| 6 | C-3.0 | TYPICAL SECTIONS – OFFSITE IMPROVEMENTS |
| 7 | C-4.0 | OVERALL SITE PLAN |
| 8 | C-4.1 | TRANSFER STATION SITE PLAN – ONSITE IMPROVEMENTS |
| 9 | C-4.2 | SITE PLAN – OFFSITE IMPROVEMENTS |
| 10 | C-5.0 | STRIPING AND SIGNAGE PLAN – OFFSITE IMPROVEMENTS |
| 11 | C-6.0 | TRANSFER STATION GRADING PLAN – ONSITE IMPROVEMENTS |
| 12 | C-6.1 | GRADING PLAN – OFFSITE IMPROVEMENTS |
| 13 | C-6.2 | TRANSFER STATION DRIVEWAY PROFILE AND GRADING SECTIONS |
| 14 | C-7.0 | CIVIL DETAILS |
| 15 | C-7.1 | DOUBLE SWING CHAIN LINK GATE DETAIL |
| 16 | C-7.2 | DRYWELL DETAIL (ADD ALT 1) |
| 17 | C-8.0 | TRAFFIC CONTROL PLAN – OFFSITE IMPROVEMENTS |

APPROVALS:

| | |
|--|---|
| MAYOR, COUNTY OF HAWAII | DIRECTOR, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, COUNTY OF HAWAII |
| DIRECTOR, DEPARTMENT OF PUBLIC WORKS, COUNTY OF HAWAII (FOR GRADING PURPOSES ONLY) | DEPARTMENT OF TRANSPORTATION STATE OF HAWAII, HIGHWAYS DIVISION DISTRICT ENGINEER |

DATE

CONSTRUCTION NOTES

1. THE SCOPE OF WORK FOR THIS PROJECT IS TO PROVIDE A NEW TRANSFER STATION AREA ON TMK: (3) 9-2-150:060, AND ASSOCIATED ACCESS AND STATE HIGHWAY IMPROVEMENTS TO SUPPORT THE FACILITY. THE WORK WITHIN THE STATE HIGHWAY RIGHT-OF-WAY, AS WELL AS THE INITIAL 50 FEET OF ACCESS ROAD INTO THE PROPERTY IS CONSIDERED "OFF-SITE IMPROVEMENTS", AND IS LABELED AND SUCH IN THE DRAWINGS. ALL REMAINING WORK WITHIN PRIVATE PROPERTY IS CONSIDERED "ON-SITE IMPROVEMENTS. DEM RESERVES THE RIGHT TO AWARD THE PROJECT IN WHOLE OR SOLELY AWARD THE OFF-SITE PORTION. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THIS DELINEATION IN THE DRAWINGS AND SHOULD SEPARATE THEIR BID ACCORDINGLY.
2. ALL CONSTRUCTION WORK SHALL BE DONE IN ACCORDANCE WITH HAWAII STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005 EDITION AND STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, AS AMENDED, OF THE DEPARTMENT OF PUBLIC WORKS, COUNTY OF HAWAII.
3. ALL EXCAVATION WORK CALLED FOR ON THE PLANS AND NOT ITEMIZED IN THE PROPOSAL AND ALL EXCAVATION WORK NOT CALLED FOR BUT REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE CONSIDERED INCIDENTAL.
4. THE TOPOGRAPHIC SURVEY WAS PROVIDED BY DEM. SSFM IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE TOPOGRAPHIC SURVEY. EXISTING CONDITIONS SHOWN HEREIN ARE BASED UPON THE TOPOGRAPHIC SURVEY. THE CONTRACTOR SHOULD VERIFY EXISTING CONDITIONS BEFORE SUBMITTING A BID FOR THE WORK.
5. VERIFY AND CHECK ALL DIMENSIONS AND DETAILS SHOWN ON THE DRAWINGS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER FOR DIRECTION.
6. NO CONTRACTOR SHALL PERFORM ANY CONSTRUCTION ACTIVITY SO AS TO CAUSE FALLING ROCK, SOIL OR DEBRIS IN ANY FORM TO FALL, SLIDE OR FLOW ONTO ADJOINING PROPERTIES, STREETS OR NATURAL WATER COURSES. SHOULD SUCH VIOLATIONS OCCUR, THE COSTS INCURRED FOR ANY REMEDIAL ACTION SHALL BE PAYABLE BY THE CONTRACTOR.
7. THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN TO EXIST BY DEM FROM THEIR SEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND DEPTHS OF THE FACILITIES AND EXERCISE PROPER CARE IN EXCAVATING IN THE AREA. ALL DAMAGED PORTIONS SHALL BE REPLACED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE AFFECTED UTILITY COMPANY AND SHALL BE THE CONTRACTORS RESPONSIBILITY. PERSONAL INJURY RESULTING FROM CONTACT WITH EXISTING UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFORMANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 54, WATER QUALITY STANDARDS, AND CHAPTER 55, WATER POLLUTION CONTROL, OF TITLE 11, ADMINISTRATIVE RULES OF THE STATE DEPARTMENT OF HEALTH.
9. THE CONTRACTOR SHALL RESTORE TO THEIR ORIGINAL CONDITION OR BETTER, ALL IMPROVEMENTS DAMAGED AS A RESULT OF THE CONSTRUCTION, INCLUDING PAVEMENTS, EMBANKMENTS, CURBS, SIGNS, LANDSCAPING, STRUCTURES, UTILITIES, WALLS, FENCES, ETC. UNLESS PROVIDED FOR SPECIFICALLY IN THE PROPOSAL. DEMOLITION AND RESTORATION OF EXISTING ITEMS SHALL BE INCIDENTAL.
10. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES TO VERIFY THE ACTUAL LOCATIONS OF ALL UTILITIES IN THE PROJECT PRIOR TO EXCAVATING. THE CONTRACTOR SHALL COORDINATE ALL WORK.
11. THE CONTRACTOR SHALL PROVIDE ACCESS TO AND FROM DRIVEWAYS AND PUBLIC STREETS AT ALL TIMES.
12. ALL WORK CALLED FOR ON THE PLANS AND NOT ITEMIZED IN THE PROPOSAL AND ALL WORK NOT CALLED FOR BUT REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT, SHALL BE CONSIDERED INCIDENTAL.
13. NO BLASTING SHALL BE ALLOWED ON THIS PROJECT.
14. THE CONTRACTOR SHALL REMOVE ALL EXISTING TREES WITHIN PROJECT AREA, UNLESS OTHERWISE NOTED ON PLANS.
15. FOR BENCHMARKS, SEE SHEET C-4.0.

CONDITIONS – GRUBBING, GRADING, STOCKPILING

1. ALL WORK SHALL CONFORM TO CHAPTER 10 OF HAWAII COUNTY CODE. SHOULD A GRADING PERMIT BE REQUIRED, NO WORK SHALL COMMENCE UNTIL THE DPW APPROVES A GRADING PERMIT.
2. THE CONTRACTOR SHALL REMOVE ALL SILT AND DEBRIS DEPOSITED IN DRAINAGE FACILITIES, ROADWAYS AND OTHER AREAS RESULTING FROM THIS WORK. THE COSTS INCURRED FOR ANY NECESSARY REMEDIAL ACTION BY THE DPW SHALL BE PAYABLE BY THE CONTRACTOR.
3. THE CONTRACTOR, AT ITS OWN EXPENSE, SHALL KEEP THE PROJECT AND SURROUNDING AREAS FREE FROM DUST NUISANCES. THE WORK SHALL BE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL RULES OF THE STATE DEPARTMENT OF HEALTH, HAR 11-60.1, FUGITIVE DUST.
4. ALL GRADING OPERATIONS SHALL BE PERFORMED IN CONFORMANCE WITH THE APPLICABLE PROVISIONS OF THE HAWAII ADMINISTRATIVE RULES (HAR), TITLE 11, CHAPTER 55, WATER POLLUTION CONTROL AND CHAPTER 54, WATER QUALITY STANDARDS, AND THE EROSION AND SEDIMENTATION CONTROL STANDARDS AND GUIDELINES OF THE DEPARTMENT OF PUBLIC WORKS, COUNTY OF HAWAII.
5. THE CONTRACTOR SHALL SOD OR PLANT ALL SLOPES AND EXPOSED AREAS IMMEDIATELY AFTER THE GRADING WORK HAS BEEN COMPLETED.
6. FILL SLOPES STEEPER THAN 5:1 SHALL BE KEYED.
7. THE CONTRACTOR SHALL INFORM THE DPW OF THE LOCATION OF THE DISPOSAL AND/OR BORROW SITE(S) REQUIRED FOR THIS PROJECT WHEN AN APPLICATION FOR A GRADING PERMIT IS MADE. THE DISPOSAL AND/OR BORROW SITE(S) MUST ALSO FULFILL THE REQUIREMENTS OF THE GRADING ORDINANCE.
8. NO GRADING WORK SHALL BE DONE ON SATURDAYS, SUNDAYS AND HOLIDAYS ANYTIME WITHOUT PRIOR APPROVAL FROM THE DEPARTMENT OF PUBLIC WORKS. GRADING WORK ON NORMAL WORKING HOURS SHALL BE BETWEEN 7:00 A.M. TO 3:30 P.M.
9. ALL FILL SHALL BE LAID IN 8-INCH LOOSE LIFTS AND SHALL BE COMPACTED TO A MINIMUM OF 95% COMPACTION PER ASTM D-1557 TEST.

10. THE CONTRACTOR SHALL REMOVE ALL VEGETATION, INCLUDING LARGE ROOTS AND OTHER DELETERIOUS MATERIAL AND THE ONSITE SURFACE SOIL SHALL BE COMPLETELY REMOVED TO EXPOSE THE UNDERLYING WEATHERED BASALT BEFORE PLACING FILL MATERIAL.
11. THE ONSITE SURFACE SOIL SHALL NOT BE REUSED AS BACKFILL MATERIAL. EXCAVATED BASALT MAY BE REUSED AS STRUCTURAL FILL PROVIDED IT IS CRUSHED TO A WELL-GRADED, 3-INCH MINUS CONDITION PRIOR TO REUSE.
12. THE CONTRACTOR SHALL ASSUME ALL COSTS TO RETAIN A QUALIFIED INDEPENDENT TESTING LABORATORY TO PERFORM SOILS AND COMPACTION TESTS, AND SUBMIT TEST RESULTS TO THE ENGINEER.
13. SHOULD ANY UNANTICIPATED ARCHAEOLOGICAL SITE(S) BE UNCOVERED, ALL WORK SHALL CEASE IN THE IMMEDIATE AREA AND THE DLNR, HISTORIC PRESERVATION DIVISION (808-692-8015) SHALL BE NOTIFIED. NO WORK SHALL RESUME UNTIL CLEARANCE HAS BEEN OBTAINED FROM THE HISTORIC PRESERVATION DIVISION.
14. THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER HANDLING, STORAGE AND/OR DISPOSAL OF ALL WASTE GENERATED BY THIS WORK. WASTE MATERIAL SHALL NOT BE DEPOSITED AT ANY OF THE COUNTY TRANSFER STATIONS, BUT SHALL BE TRANSPORTED FOR DISPOSAL TO EITHER THE WEST HAWAII OR HILO LANDFILL.
15. THE CONTRACTOR SHALL VERIFY GRADES/ELEVATIONS SHOWN ON PLANS AND REPORT ANY DISCREPANCY TO THE ENGINEER PRIOR BEGINNING OF WORK.
16. IF EXCESS MATERIAL IS TAKEN TO ANOTHER SITE(S) BESIDES AN APPROVED LANDFILL, THE CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMIT(S).

NOTES FOR CONSTRUCTION WITHIN STATE RIGHT-OF-WAY

1. THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM WORK UPON STATE HIGHWAYS FROM STATE HIGHWAY DIVISION, AT 50 MAKAALA STREET, HILO, HAWAII 96720, PRIOR TO COMMENCEMENT OF WORK WITHIN THE STATE'S HIGHWAY RIGHT-OF-WAY.
2. CONSTRUCTION AND RESTORATION OF ALL EXISTING HIGHWAY FACILITIES WITHIN THE STATE'S RIGHT-OF-WAY, INCLUDING THE LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC, SHALL BE IN ACCORDANCE WITH THE CURRENT HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION, AND THE SPECIFICATIONS FOR INSTALLATION OF MISCELLANEOUS IMPROVEMENTS WITHIN STATE HIGHWAYS, OF THE STATE HIGHWAYS DIVISION.
3. WORK MAY BE PERFORMED ONLY BETWEEN THE HOURS OF 8:30 A.M. AND 3:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT STATE HOLIDAYS, AND DEPARTMENT OF TRANSPORTATION FURLOUGH DAYS, UNLESS WHEN OTHERWISE APPROVED IN WRITING BY THE DIRECTOR OF THE DEPARTMENT OF TRANSPORTATION.

DURING WORK HOURS, ONLY ONE LANE OF TRAFFIC SHALL BE CLOSED, UNLESS OTHERWISE APPROVED IN WRITING BY THE DISTRICT ENGINEER.

AT CERTAIN LOCATIONS, "NO LANE CLOSURE" WILL BE ALLOWED DURING THE "BACK TO SCHOOL JAM", THANKSGIVING WEEKEND, CHRISTMAS/NEW YEAR PERIOD AND AT OTHER TIMES AS DIRECTED BY THE HIGHWAYS DIVISION.

4. THE CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL NECESSARY SIGNS, LIGHTS, FLARES, BARRICADES, MARKERS, CONES, AND OTHER PROTECTIVE FACILITIES, AND SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION, CONVENIENCE, AND SAFETY OF PUBLIC TRAFFIC. ALL SUCH PROTECTIVE FACILITIES AND PRECAUTIONS TO BE TAKEN SHALL CONFORM WITH THE "ADMINISTRATIVE RULES OF HAWAII GOVERNING THE USE OF TRAFFIC CONTROL DEVICES AT WORK SITES ON OR ADJACENT TO PUBLIC STREETS AND HIGHWAYS," ADOPTED BY THE DIRECTOR OF TRANSPORTATION, AND THE CURRENT U.S. FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI – TEMPORARY TRAFFIC CONTROL."

IF LANE CLOSURES ARE REQUIRED DURING CONSTRUCTION, A TRAFFIC CONTROL PLAN SHALL BE INCORPORATED INTO THE CONSTRUCTION PLANS AND MUST BE APPROVED BY THE DIVISION PRIOR TO THE ISSUANCE OF THE PERMIT.

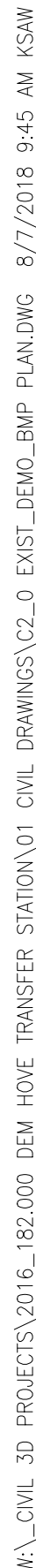
5. THE MINIMUM PAVEMENT STRUCTURE SHALL CONSIST OF:
 - A. RESIDENTIAL DRIVEWAYS, ON MINOR HIGHWAYS:
 - (1) 2-1/2" ASPHALT CONCRETE (MIX IV), 6" AGGREGATE BASE COURSE AND 12" SUBBASE, OR 2-1/2" ASPHALT CONCRETE AND 6" ASPHALT CONCRETE BASE COURSE
 - (2) 6" OF CLASS "A" CONCRETE REINFORCED WITH 6" X 6" - W2.9 X W2.9 WIRE MESH ON 12" AGGREGATE SUBBASE, IF DEEMED NECESSARY BY THE ENGINEER.
 - B. COMMERCIAL DRIVEWAYS AND SIDEROADS ON MINOR HIGHWAYS:
 - (1) 2-1/2" ASPHALT CONCRETE (MIX IV), 6" ASPHALT CONCRETE BASE COURSE AND 12" SUBBASE, OR 4" ASPHALT CONCRETE (MIX IV) AND 8" ASPHALT CONCRETE BASE COURSE
 - (2) 8" OF CLASS "A" CONCRETE REINFORCED WITH 6" X 6" - W2.9 X W2.9 WIRE MESH ON 12" AGGREGATE SUBBASE, IF DEEMED NECESSARY BY THE ENGINEER.
 - C. CHANNELIZED INTERSECTIONS ON MAJOR HIGHWAYS:

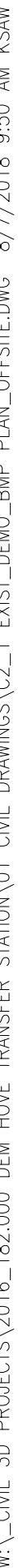
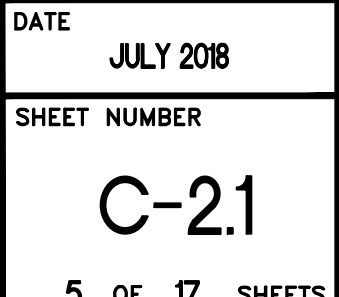
4" ASPHALT CONCRETE (MIX IV), 8" ASPHALT CONCRETE BASE COURSE AND 12" AGGREGATE SUBBASE, OR 4" ASPHALT CONCRETE (MIX IV) AND 12" ASPHALT CONCRETE BASE COURSE.
6. NO MATERIAL AND/OR EQUIPMENT SHALL BE STOCKPILED OR OTHERWISE STORED WITHIN THE HIGHWAY RIGHT-OF-WAY, EXCEPT AT LOCATIONS DESIGNATED IN WRITING AND APPROVED BY THE DISTRICT ENGINEER.
7. COMPACTION TESTS SHALL BE TAKEN IN ACCORDANCE WITH THE SPECIFICATIONS FOR INSTALLATION OF MISCELLANEOUS IMPROVEMENTS WITHIN STATE HIGHWAYS, AS FOLLOWS:
 - A. SUBBASE: ONE (1) COMPACTION TEST PER LIFT PER 200 LINEAL FEET OF ROADWAY.
 - B. BASE COURSE: ONE (1) COMPACTION TEST PER LIFT PER 200 LINEAL FEET OF ROADWAY.
 - C. ONE (1) COMPACTION TEST PER LIFT PER 300 LINEAL FEET OF TRENCH.
 - D. A COPY OF THE TEST RESULTS SHALL BE SUBMITTED TO THE DISTRICT ENGINEER.

8. THE CONTRACTOR SHALL TAKE A PROFILE ALONG THE CENTERLINE OF THE PROPOSED UTILITY TRENCH BOTH BEFORE COMMENCING TRENCH EXCAVATION WORK AND AFTER TRENCH HAS BEEN REPAVED. PROFILES SHALL BE SUBMITTED TO THE DISTRICT ENGINEER AND SHALL BE USED TO VERIFY THE ROADWAY SURFACE HAS BEEN RESTORED TO ITS ORIGINAL CONDITION OR SMOOTHER.
9. THE DISTANCE BETWEEN THE PAVED SURFACE TO THE TESTING EDGE OF A TEN-FOOT LONG STRAIGHT EDGE BETWEEN TWO POINTS SHALL NOT EXCEED 3/16 INCH.
10. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE AND SAFE NON-SKID BRIDGING MATERIAL, INCLUDING SHORING, OVER TRENCHES IN PAVEMENT AREAS. THE BRIDGING SHALL BE ABLE TO SUPPORT ALL TYPES OF VEHICULAR TRAFFIC.
11. UNLESS OTHERWISE NOTED, NO TRENCH SHALL BE OPENED MORE THAN 300 FEET IN ADVANCE OF INSTALLED AND TESTED PIPELINE AND/OR DUCTLINE.
12. EXISTING DRAINAGE SYSTEMS SHALL BE FUNCTIONAL AT ALL TIMES.
13. THE CONTRACTOR SHALL EXERCISE CARE TO MINIMIZE DAMAGES TO EXISTING HIGHWAY IMPROVEMENTS. ALL DAMAGES SHALL BE REPAIRED BY THE CONTRACTOR, AT ITS EXPENSE, TO THE SATISFACTION OF THE DISTRICT ENGINEER.
14. APPROVAL OF PERMIT CONSTRUCTION PLANS SHALL BE VALID FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF NOTIFICATION OF APPROVAL TO THE APPLICANT. IN THE EVENT CONSTRUCTION DOES NOT COMMENCE WITHIN THIS ONE-YEAR PERIOD, THE APPLICANT WILL BE REQUIRED TO RESUBMIT THE CONSTRUCTION PLANS FOR THE DIVISION'S REVIEW AND RE-APPROVAL.
15. ALL REGULATORY, GUIDE, AND CONSTRUCTION SIGNS AND BARRICADES SHALL HAVE A HIGH-INTENSITY REFLECTIVE BACKGROUND.
16. THE CONTRACTOR SHALL INFORM THE STATE HIGHWAYS' PERMIT OFFICE (933-8866) AT LEAST TWO (2) DAYS PRIOR TO CLOSING ANY LANES.
17. DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTIES USING THESE RIGHTS-OF WAY ARE OTHERWISE PROVIDED FOR SATISFACTORILY.
18. WHERE PEDESTRIAN WALKWAYS EXIST THEY SHALL BE MAINTAINED IN A SAFE AND PASSABLE CONDITION, OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGES BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED. ALL WALKWAYS SHALL CONFORM TO ADA REQUIREMENTS.
19. THE CONTRACTOR SHALL REFERENCE, TO THE SATISFACTION OF THE DISTRICT ENGINEER, ALL EXISTING TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNS, POSTS, AND PAVEMENT MARKINGS DISTURBED BY ITS ACTIVITIES, AT ITS EXPENSE, UNLESS DIRECTED BY THE DISTRICT ENGINEER OR HIS REPRESENTATIVE.
20. THE CONTRACTOR SHALL EXERCISE CARE WHEN PERFORMING WORK IN OR ADJACENT TO THE STATE HIGHWAY RIGHT-OF-WAY. DAMAGES TO THE EXISTING FACILITIES SHALL BE IMMEDIATELY REPORTED TO THE RESPECTIVE UTILITY COMPANIES, AND/OR CITY OR STATE AGENCIES. THE REPAIR WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
21. THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS' HIGHWAY LIGHTING AND TRAFFIC SIGNAL SUPERVISOR (933-8866), THREE (3) WORKING DAYS PRIOR TO COMMENCING WORK.
22. THE PERMIT TO PERFORM WORK UPON STATE HIGHWAY MAY BE REVOKED BECAUSE OF DEFAULT IN ANY OF THE FOLLOWING, BUT NOT LIMITED TO, CONDITIONS:
 - A. WORK PERFORMED BEFORE OR AFTER PERMITTED HOURS.
 - B. FAILURE TO MAINTAIN ROADWAY SURFACES IN A SMOOTH AND SAFE CONDITION.
 - C. FAILURE TO CLEAN UP CONSTRUCTION DEBRIS GENERATED FROM PROJECT WORK.
 - D. FAILURE TO PROVIDE PROPER TRAFFIC CONTROL.
 - E. FAILURE TO REPLACE DAMAGED PAVEMENT MARKINGS AND SIGNS.
23. THE CONTRACTOR SHALL NOTIFY THE STATE HIGHWAYS PERMIT OFFICE (933-8866) AT LEAST TWO DAYS PRIOR TO PERFORMING ANY TRENCH RESTORATION WORK. THIS WORK SHALL INCLUDE ANY BACKFILLING AND COMPACTING OF TRENCH MATERIAL; ANY PLACING AND COMPACTING OF BASE COURSE MATERIAL; AND ANY PAVING OPERATIONS. ANY TRENCH RESTORATION WORK PERFORMED BY THE CONTRACTOR THAT IS NOT WITNESSED BY A STATE REPRESENTATIVE WILL BE REQUIRED TO BE REMOVED AND RESTORED WITH A STATE REPRESENTATIVE PRESENT. ALL RESTORATION WORK WILL BE AT THE CONTRACTOR'S EXPENSE.
24. TEMPORARY COLD MIX TRENCH PATCHES WILL BE PERMITTED IN ANY GIVEN AREA FOR A MAXIMUM DURATION OF TWO WEEKS, AND SHALL BE A MINIMUM OF 2 INCHES THICK. ALL TEMPORARY PATCHES SHALL BE PLACED OVER PROPERLY PLACED AND COMPACTED BACKFILL AND BASE COURSE LAYERS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY PATCHES AND TO MAKE REPAIRS TO UNSATISFACTORY PATCHES WITHIN 24 HOURS.
25. THE CONTRACTOR WILL MAKE EVERY EFFORT TO MINIMIZE THE USE AND THE DURATION OF USE OF STEEL PLATES. ALL STEEL PLATES SHALL HAVE A NON-SKID SURFACE. THE STATE MAY REQUIRE THE BACKFILLING AND PATCHES OF TRENCHES DUE TO THE EXCESSIVE USAGE OF STEEL PLATES.
26. PLASTIC MARKING TAPE. PROVIDE PLASTIC MARKING TAPE THAT IS ACID AND ALKALI RESISTANT POLYETHYLENE FILM 6 INCHES WIDE WITH MINIMUM THICKNESS OF 0.004 INCH. PROVIDE TAPE WITH MINIMUM STRENGTH OF 1750 PSI LENGTHWISE AND 1500 PSI CROSSWISE. MANUFACTURE TAPE WITH INTEGRAL WIRES, FOIL BACKING OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN THE TAPE IS BURIED UP TO 3 FEET DEEP. MANUFACTURE TAPE SPECIFICALLY FOR MARKING AND LOCATING UNDERGROUND UTILITIES. PROVIDE THE METALLIC CORE OF THE TAPE ENCASED IN A PROTECTIVE JACKET OR PROVIDED WITH OTHER MEANS TO PROTECT IT FROM CORROSION. CONFORM TO THE FOLLOWING TAPE COLOR AND BEAR A CONTINUOUS PRINTED INSCRIPTION DESCRIBING THE SPECIFIC UTILITY.

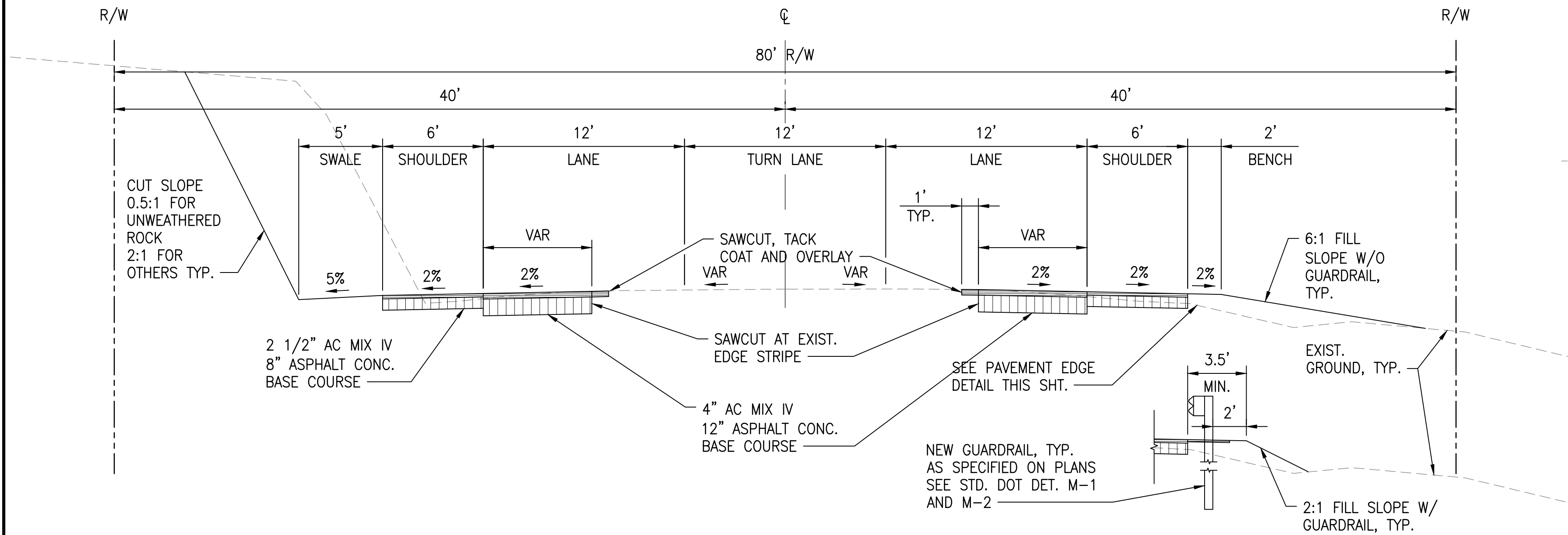
| | |
|---------|--|
| RED: | ELECTRIC |
| YELLOW: | GAS, OIL, DANGEROUS MATERIALS |
| ORANGE: | TELEPHONE, TELEGRAPH, TELEVISION, POLICE AND FIRE COMMUNICATIONS |
| BLUE: | WATER SYSTEMS |
| GREEN: | SEWER SYSTEMS |
27. THE CONTRACTOR SHALL PROVIDE THE DISTRICT ENGINEER WITH AS-BUILT PLANS UPON COMPLETION OF THE WORK DONE IN THE STATE RIGHT-OF-WAY. THIS SHALL BE DONE PRIOR TO THE DEPARTMENT'S RELEASE OF THE PERFORMANCE BOND.

[illegible]

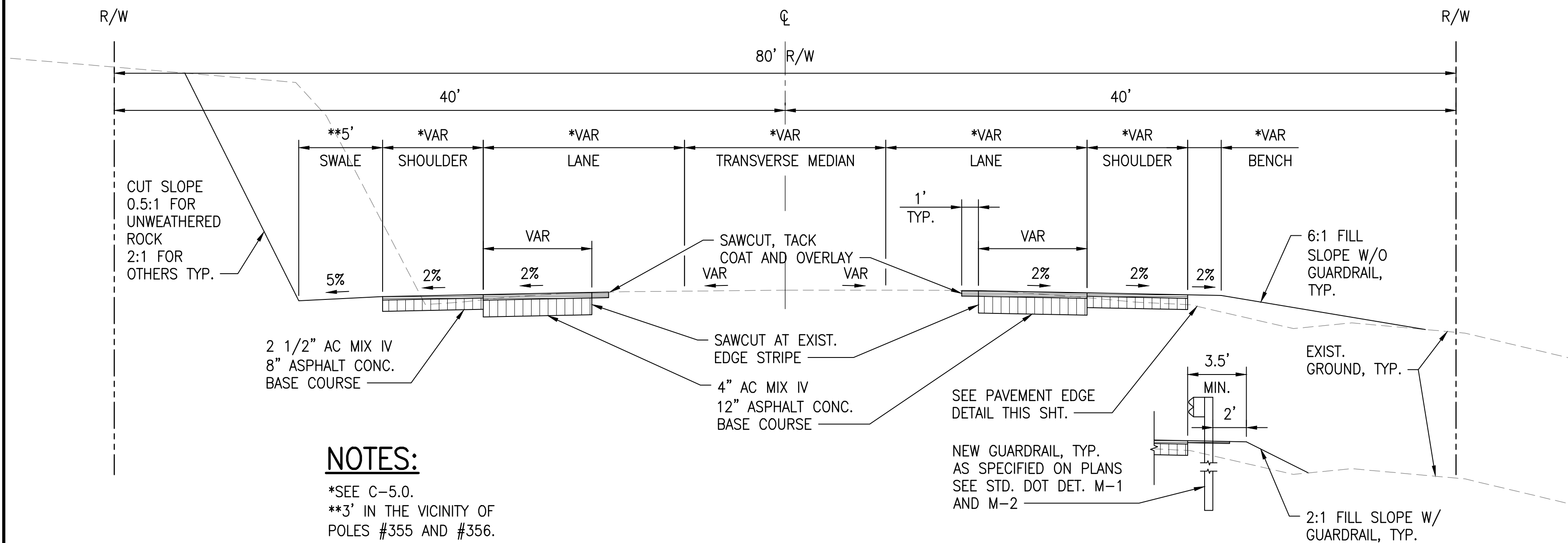




W:_CIVIL_3D_PROJECTS\2016_182,000 DEV HOVE TRANSFER STATION\01 CIVIL DRAWINGS\C-3.0 TYP SEC OFFSITE.DWG 8/7/2018 9:55 AM JSW

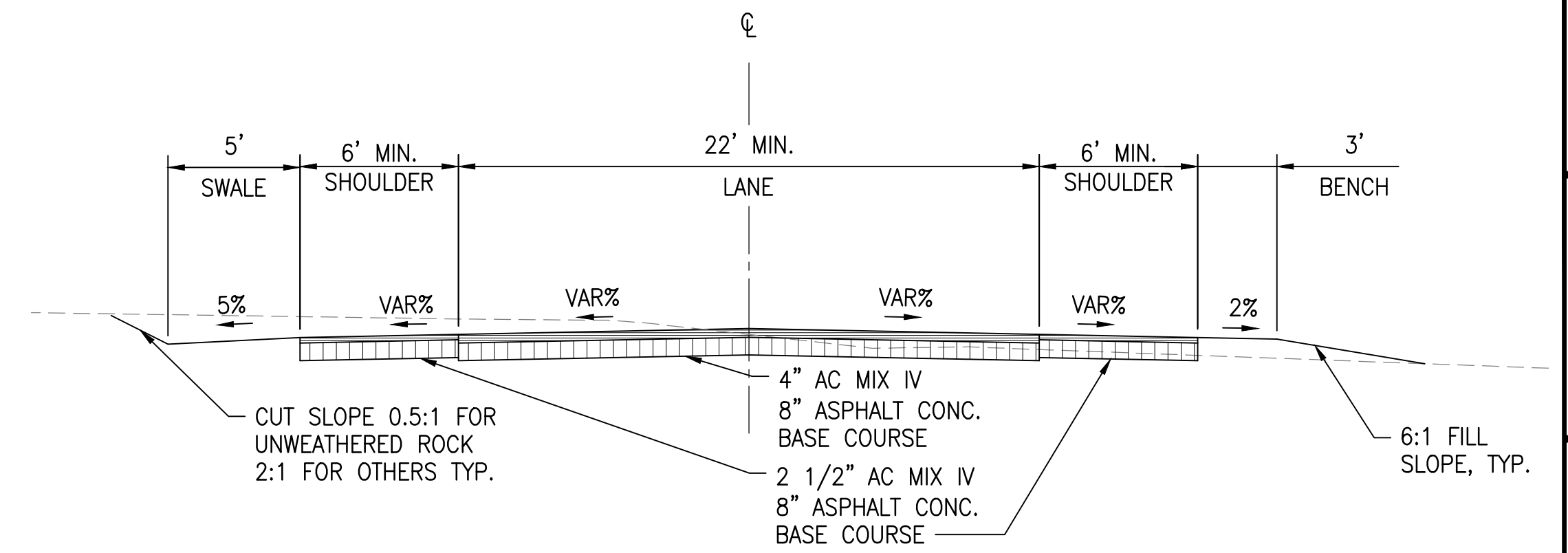


1 HAWAII BELT ROAD (MAMALAHOA HWY) - FULL SECTION
C-3.0 1" = 5'

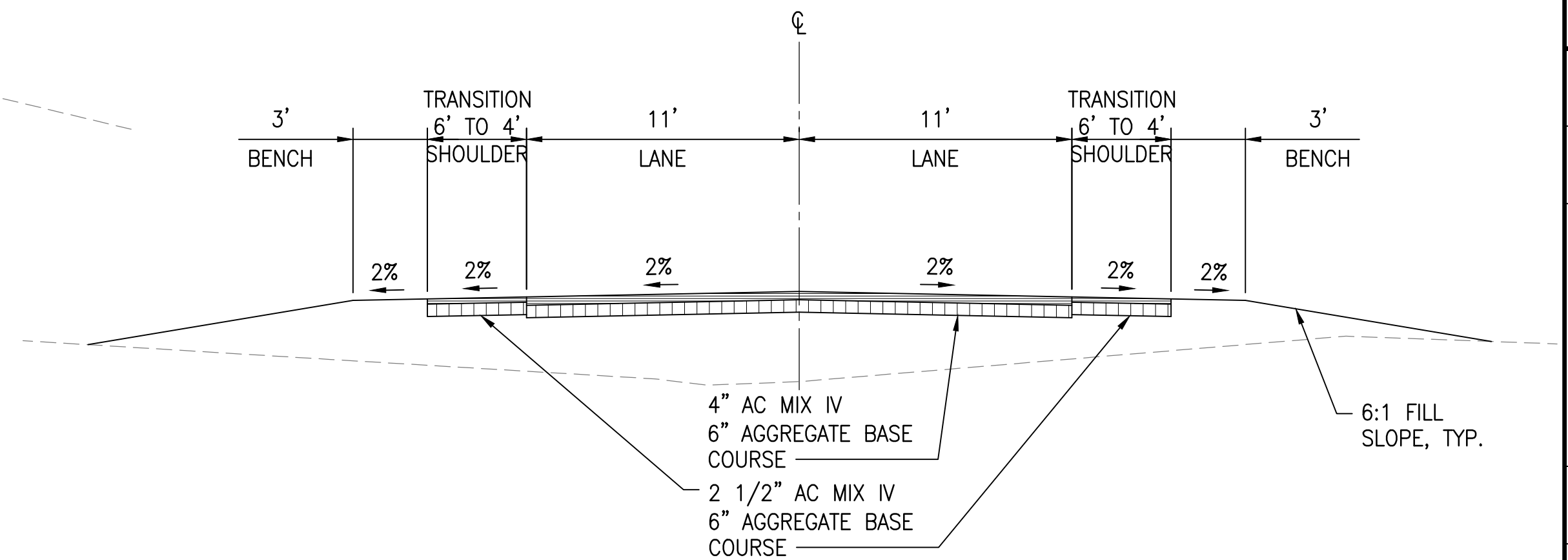


NOTES:
*SEE C-5.0.
**3' IN THE VICINITY OF
POLES #355 AND #356.

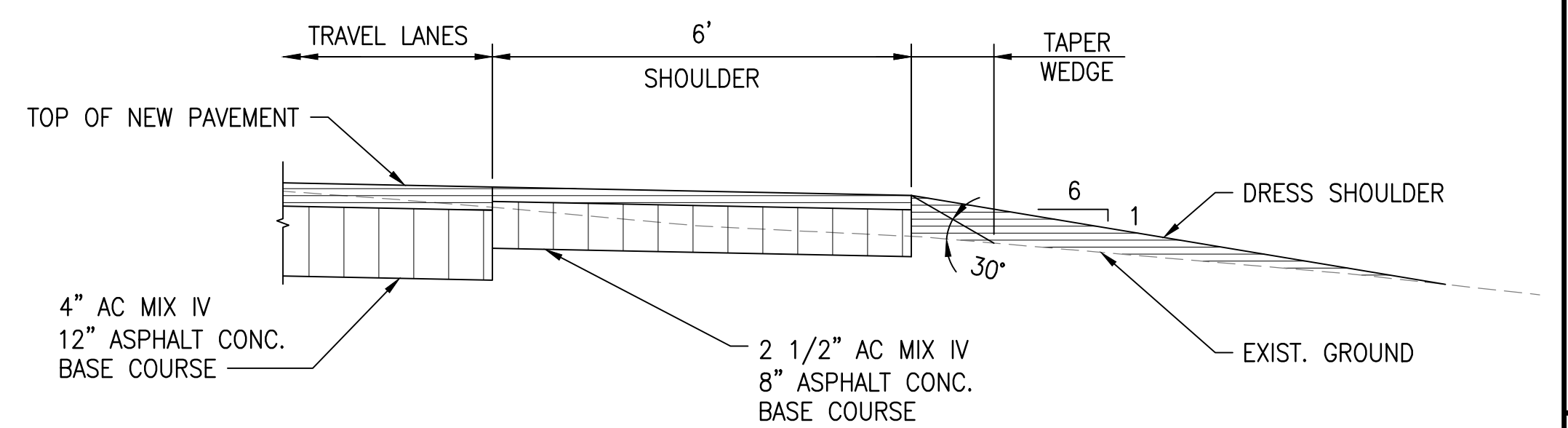
2 HAWAII BELT ROAD (MAMALAHOA HWY) - TRANSITION
C-3.0 1" = 5'



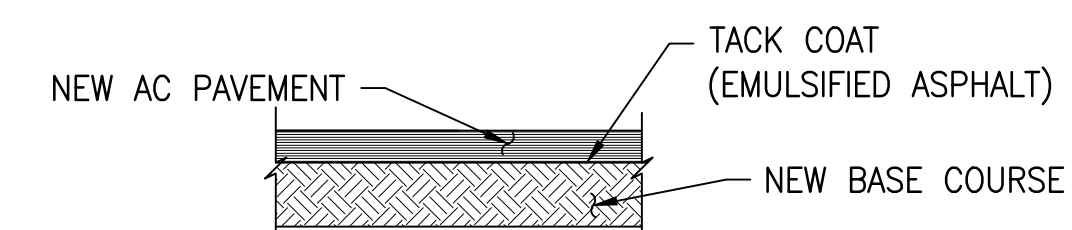
3 DRIVEWAY W/IN STATE R/W
C-3.0 1" = 5'



4 DRIVEWAY OUTSIDE STATE R/W
C-3.0 1" = 5'

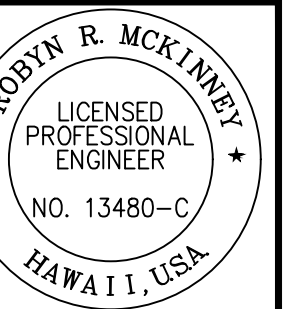
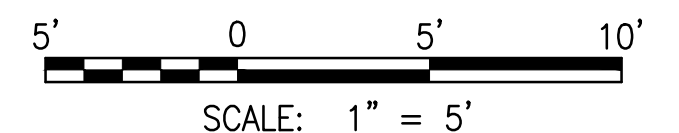


5 PAVEMENT EDGE DETAIL
C-3.0 NOT TO SCALE



6 AC PAVEMENT DETAIL
C-3.0 NOT TO SCALE

GRAPHIC SCALE:



Robyn R. McKinley
LICENS
PROFESSIONAL
ENGINEER
NO. 13480-C
HAWAII, USA

SSFM International, Inc.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | DESCRIPTION | APPROVED |
|----------|------|-------------|----------|
| | | | |
| | | | |
| | | | |
| | | | |

OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-1-50: 060

TYPICAL SECTIONS - OFFSITE IMPROVEMENTS
THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

DATE
JULY 2018
SHEET NUMBER
C-3.0
6 OF 17 SHEETS

\\A\CIVIL_3D\PROJECTS\2016_182,000_DEV HOV1 TRANSFER STATION\01 CIVIL DRAWINGS\C4_0 OVERALL SITE PLANDWG 8/7/2018 10:00 AM KSAW

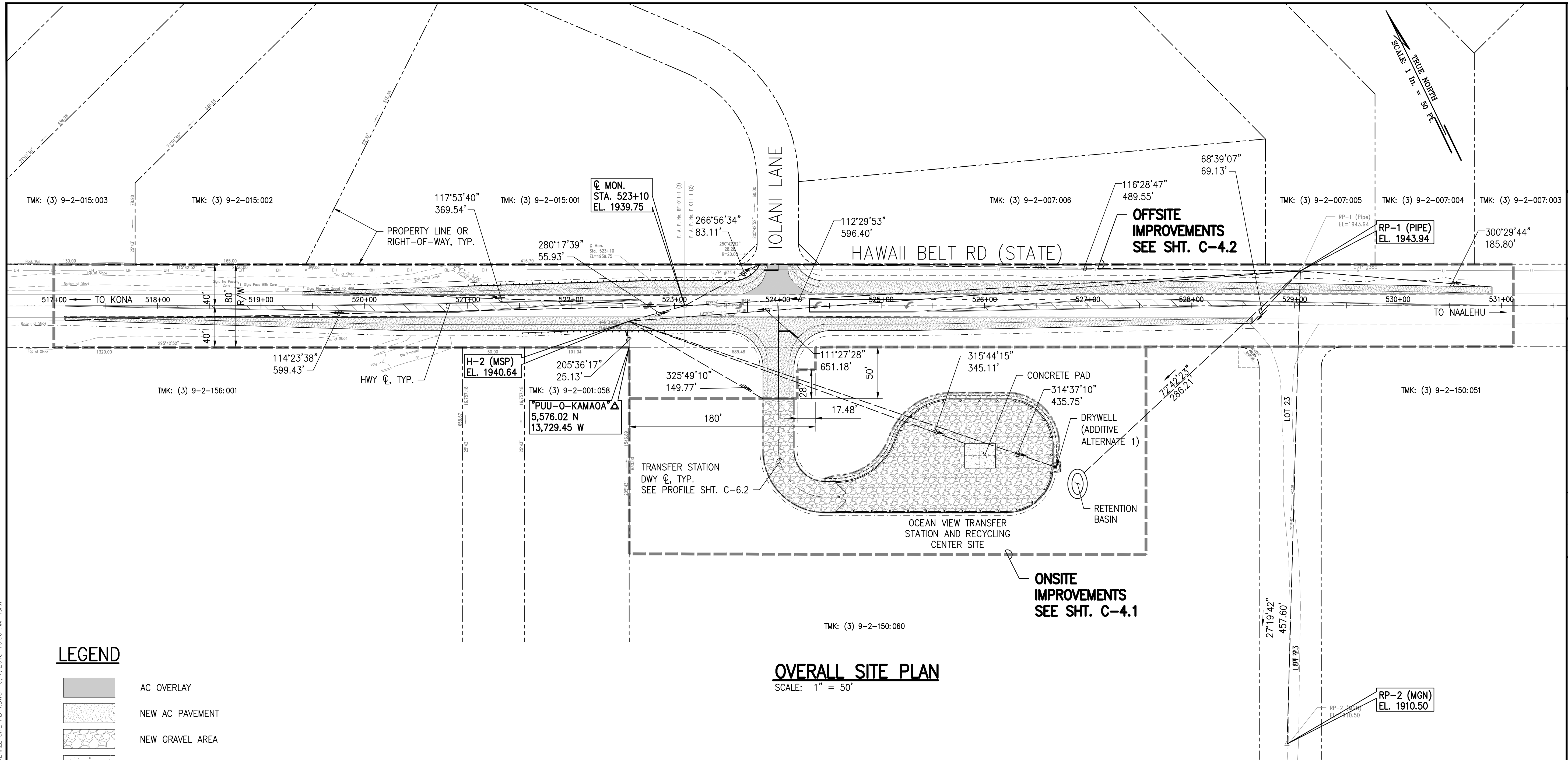
LEGEND

- AC OVERLAY
- NEW AC PAVEMENT
- NEW GRAVEL AREA
- NEW CONCRETE PAD
- NEW CHAIN LINK FENCE
- NEW DOUBLE SWING CHAINLINK GATE
SEE DETAIL ON SHT. C-7.1
- GRADE BREAK
- FLOW LINE
- SITE TIES
- ADDITIVE ALTERNATE 1
(REPLACE GRAVEL DRIVEWAY, TRANSFER
STATION PAD AND SWALE WITH AC PAVEMENT.
A=22,732 SF
AC SECTION:
4" AC MIX IV
6" AGGREGATE BASE COURSE

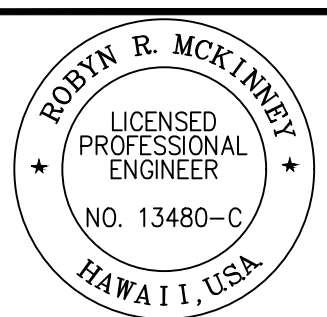
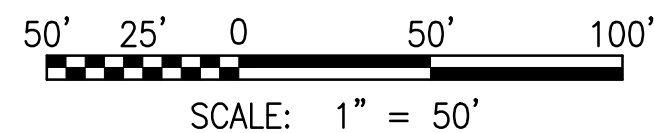
INSTALL SHALLOW DRYWELL IN PLACE OF
RETENTION BASIN, SEE DET. SHT. C-7.2
FOR LOCATION, SEE NOTE 1)

OVERALL SITE PLAN

SCALE: 1" = 50'



GRAPHIC SCALE:



Robyn R. McKinney
4/30/20
Signature
NOTE: Contractor to check and verify
dimensions of job before proceeding with work.

SSFM International, Inc.
98 August Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | DESCRIPTION | MADE BY | APPROVED |
|----------|------|-------------|---------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PROJECT: OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

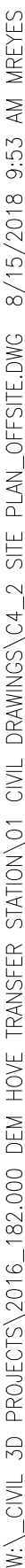
OVERALL SITE PLAN
THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

DATE
JULY 2018

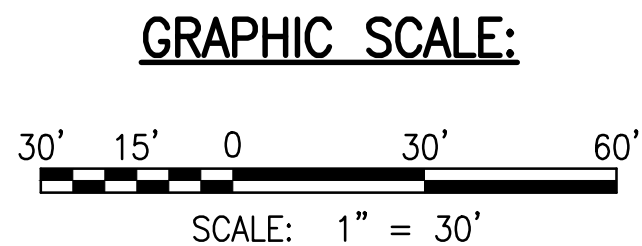
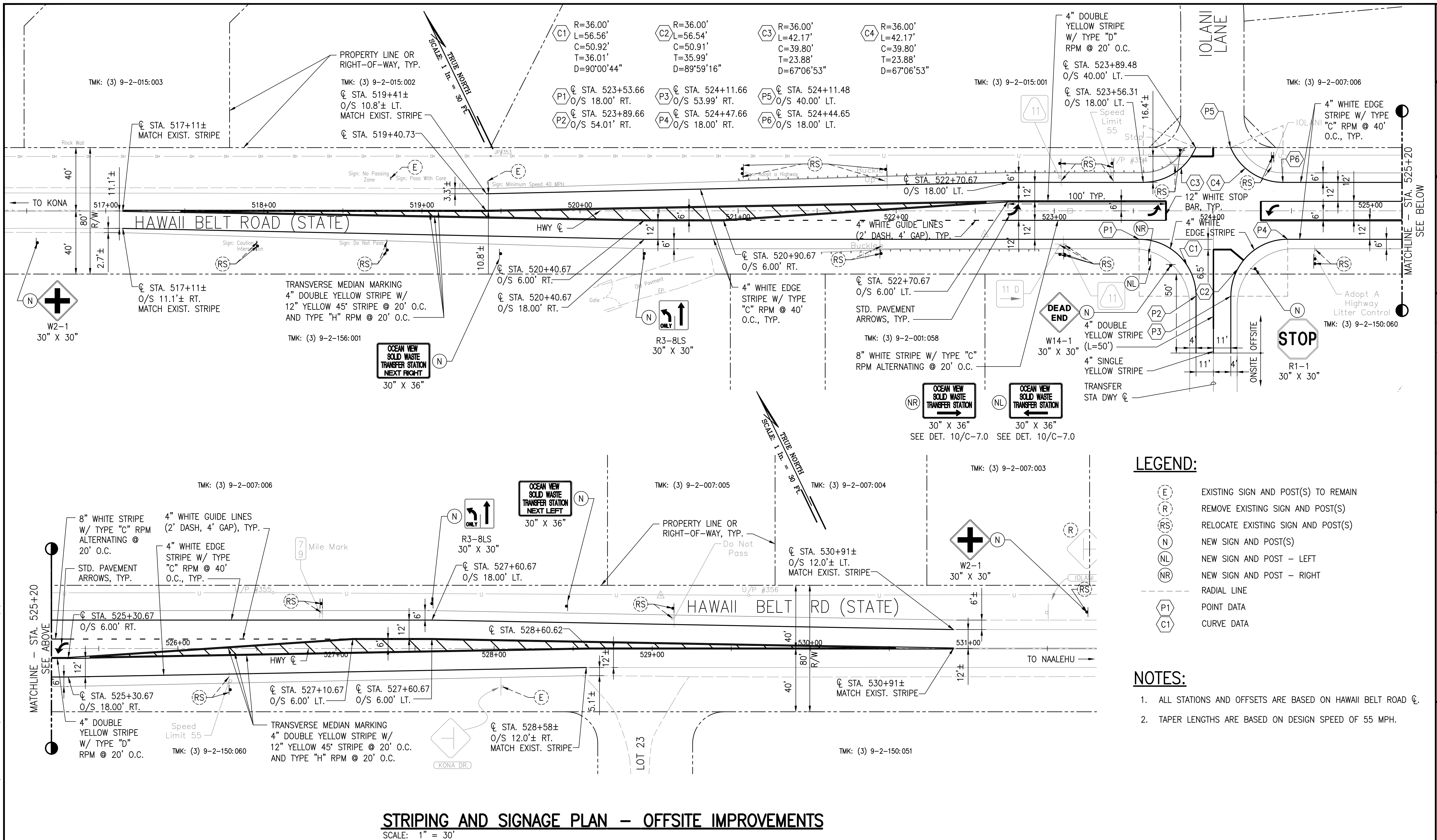
SHEET NUMBER

C-4.0

7 OF 17 SHEETS



\\NA\CIVIL_3D\PROJECTS\2016_182.000 DEV HOV1 TRANSFER STATION\01 CIVIL DRAWINGS\CE_0 STRIPING PLAN-OFFSITE.DWG 8/7/2018 10:28 AM KSAW



ROBYN R. MCKINNEY
LICENSED PROFESSIONAL ENGINEER
NO. 13480-C
HAWAII, USA

4/30/20

SSFM International, Inc.
99 August Street, Suite 202
Hilo, Hawaii 96720

DATE
JULY 2018

SHEET NUMBER
C-5.0

STRIPING AND SIGNAGE PLAN -
OFFSITE IMPROVEMENTS

THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

PROJECT:
OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325

MADE BY
APPROVED

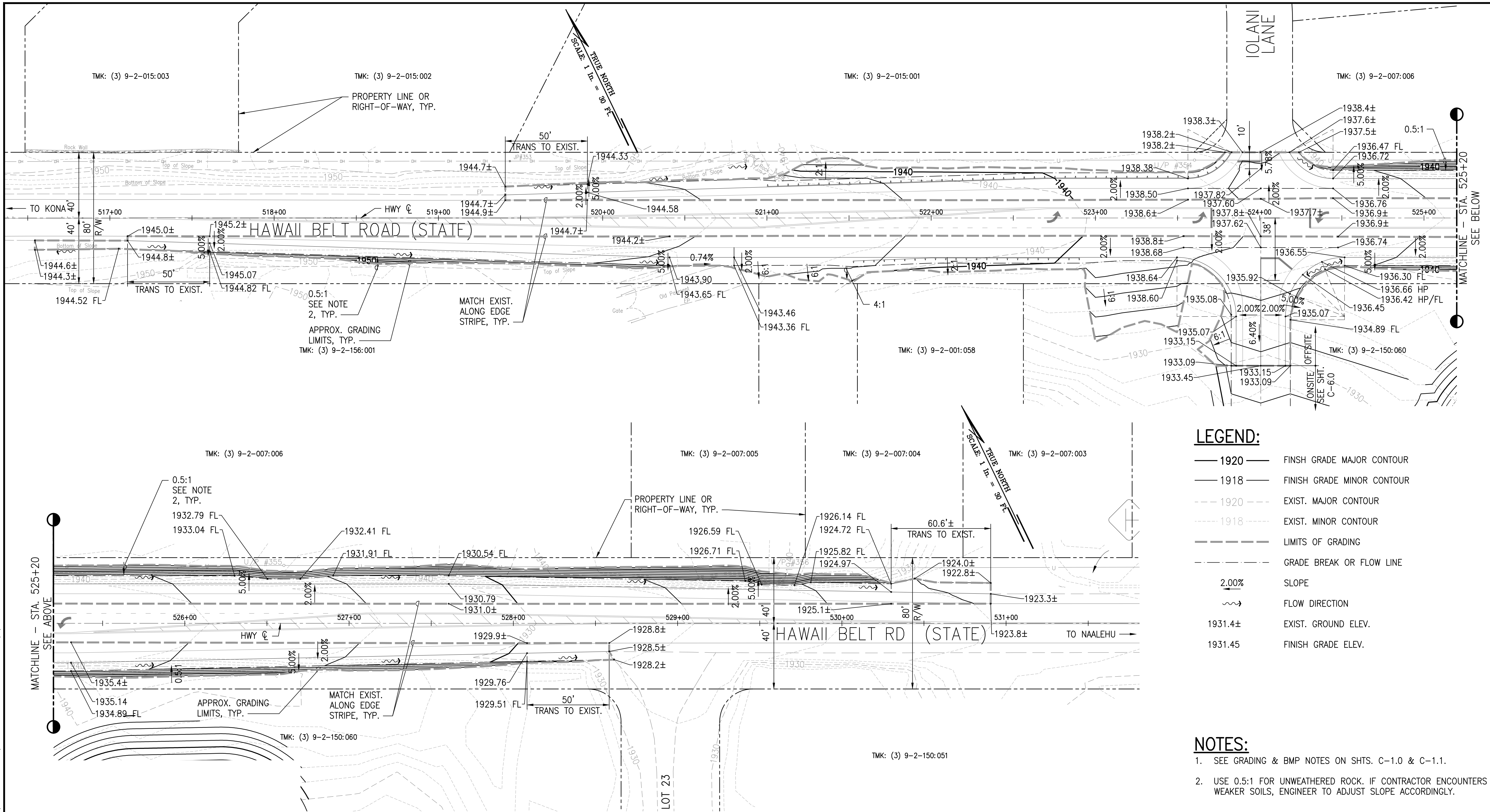
DATE
REVISION

DESCRIPTION

TMK: (3) 9-2-150:060

TMK: (3) 9-2-150:060

\\NA_CIVIL_3D\PROJECTS\2016_182,000 DEV HOV TRANSFER STATION\01 CIVIL DRAWINGS\CE-1 GRADING PLAN OFFSITE.DWG 8/7/2018 10:35 AM KSAW



EARTHWORK QUANTITIES (OFFSITE):

WORK AREA = 1.11 ACRES

*EXIST. SURFACE AND FINISHED GRADES

EMBANKMENT = 504 CY (FILL)
EXCAVATION = 1,712 CY (CUT)
NET = 1,208 CY (CUT)

NOTE:

- NOT TO BE USED FOR BIDDING PURPOSES. CONTRACTOR SHALL PERFORM ITS OWN QUANTITY ESTIMATES.
- EARTHWORK QUANTITIES SHOWN DOES NOT TAKE INTO ACCOUNT PAVEMENT, GRAVEL, OR CONCRETE DEPTHS.

GRADING PLAN - OFFSITE IMPROVEMENTS

SCALE: 1" = 30'

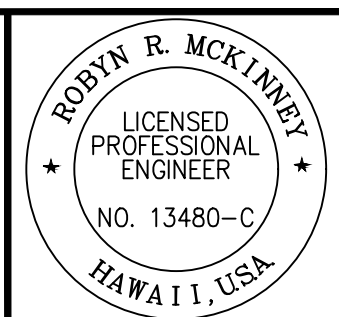
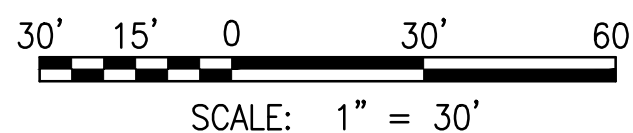
LEGEND:

- 1920 — FINISH GRADE MAJOR CONTOUR
- 1918 — FINISH GRADE MINOR CONTOUR
- - - 1920 - - - EXIST. MAJOR CONTOUR
- - - 1918 - - - EXIST. MINOR CONTOUR
- - - LIMITS OF GRADING
- - - GRADE BREAK OR FLOW LINE
- 2.00% SLOPE
- ~ FLOW DIRECTION
- 1931.4± EXIST. GROUND ELEV.
- 1931.45 FINISH GRADE ELEV.

NOTES:

- SEE GRADING & BMP NOTES ON SHTS. C-1.0 & C-1.1.
- USE 0.5:1 FOR UNWEATHERED ROCK. IF CONTRACTOR ENCOUNTERS WEAKER SOILS, ENGINEER TO ADJUST SLOPE ACCORDINGLY.

GRAPHIC SCALE:



Robyn R. McKinney
LISCENSED
PROFESSIONAL
ENGINEER
NO. 13480-C
HAWAII, USA
4/30/20
NOTES: Contractor to check and verify dimensions of job before proceeding with work.

SSPM International, Inc.
99 August Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | MADE BY | APPROVED | DESCRIPTION |
|----------|------|---------|----------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PROJECT: OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSPM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSPM INTERNATIONAL, INC.

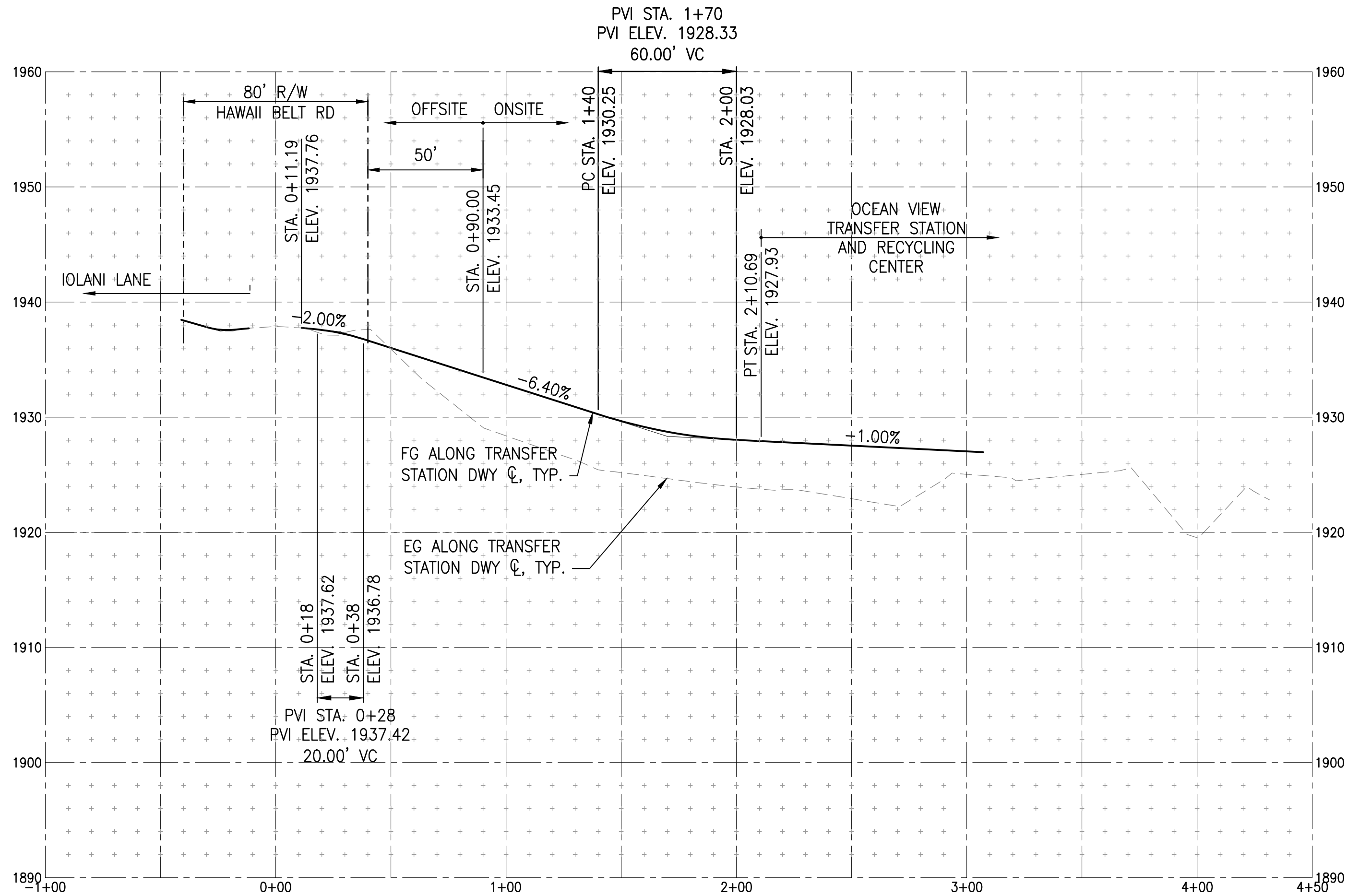
DATE
JULY 2018

SHEET NUMBER

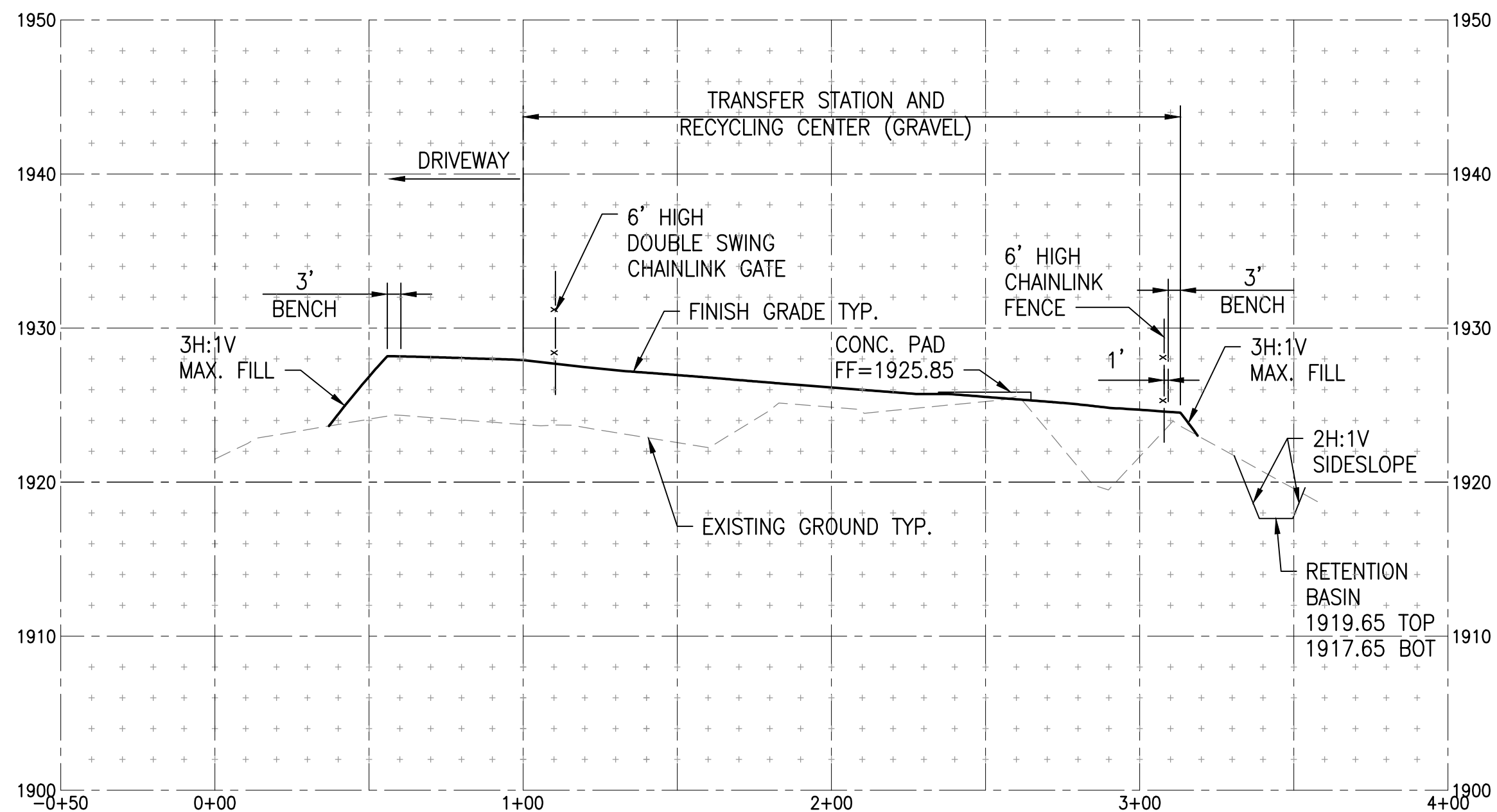
C-6.1

12 OF 17 SHEETS

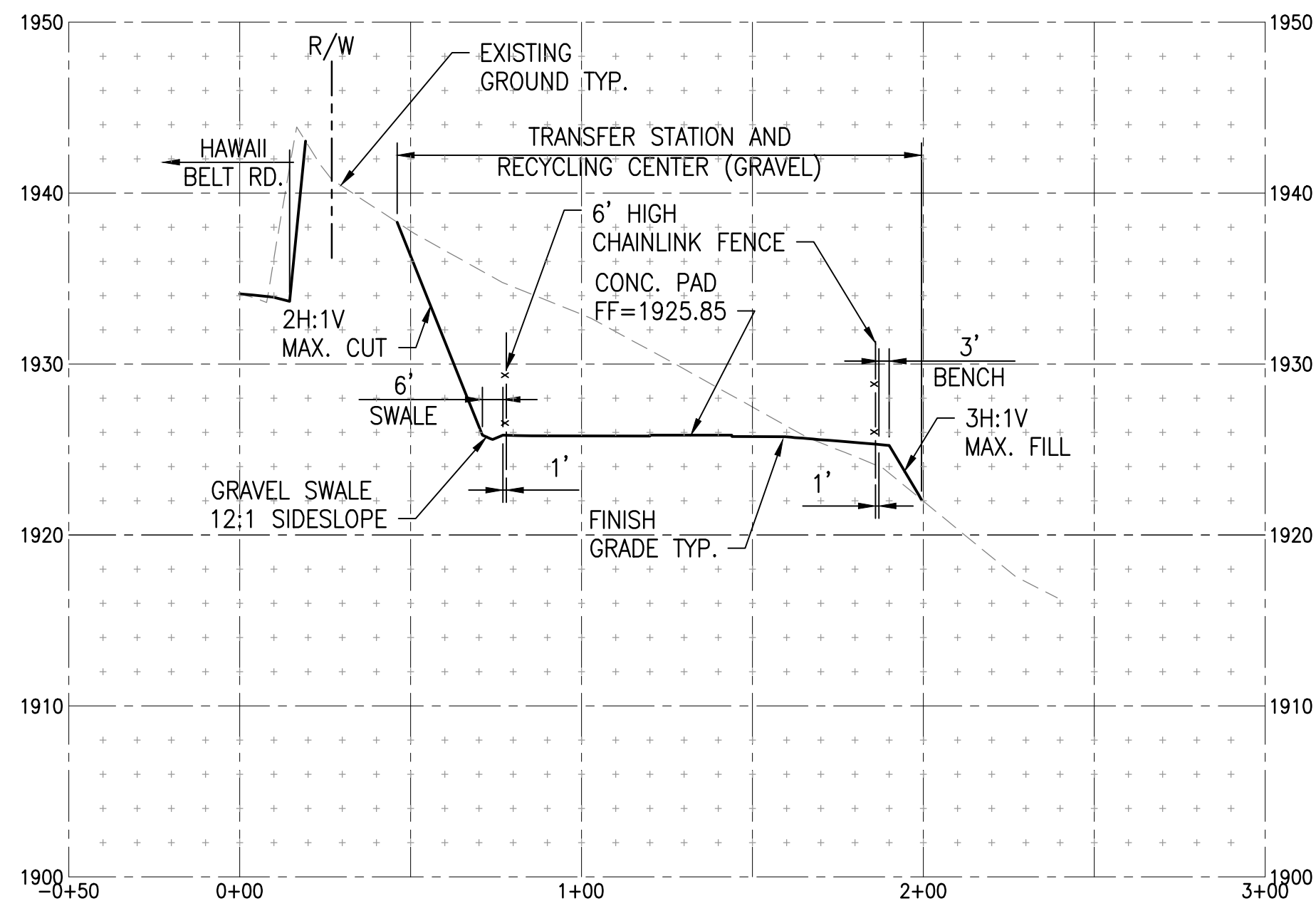
\\A\CIVIL\3D PROJECTS\2016_182,000 DEV HOV TRANSFER STATION\01 CIVIL DRAWINGS\C6-2 DWY PROF_CRAB SEC.DWG 5/28/2019 6:33 PM MCBRONADO



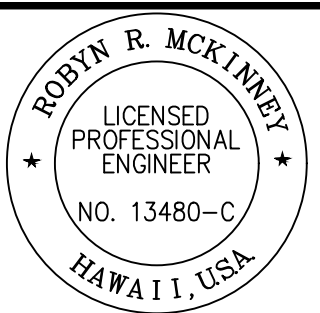
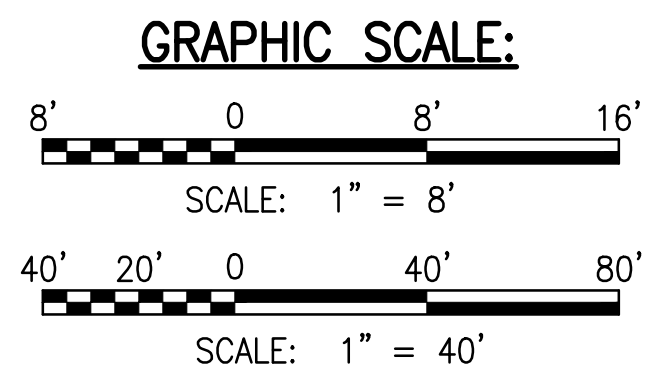
1 TRANSFER STATION DRIVEWAY PROFILE
C-6.2 HORIZ. 1" = 40'
VERT. 1" = 8'



2 GRADING SECTION 1
C-6.2 HORIZ. 1" = 40'
VERT. 1" = 8'



3 GRADING SECTION 2
C-6.2 HORIZ. 1" = 40'
VERT. 1" = 8'



Robyn R. McKinley
4/30/20
Signature
NOTE: Contractor to check and verify dimensions at job before proceeding with work.

SSFM International
SSFM International, Inc.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | DESCRIPTION | MADE BY | APPROVED |
|----------|------|-------------|---------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PROJECT: OCEAN VIEW TRANSFER STATION AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

TRANSFER STATION DRIVEWAY PROFILE AND GRADING SECTIONS
THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

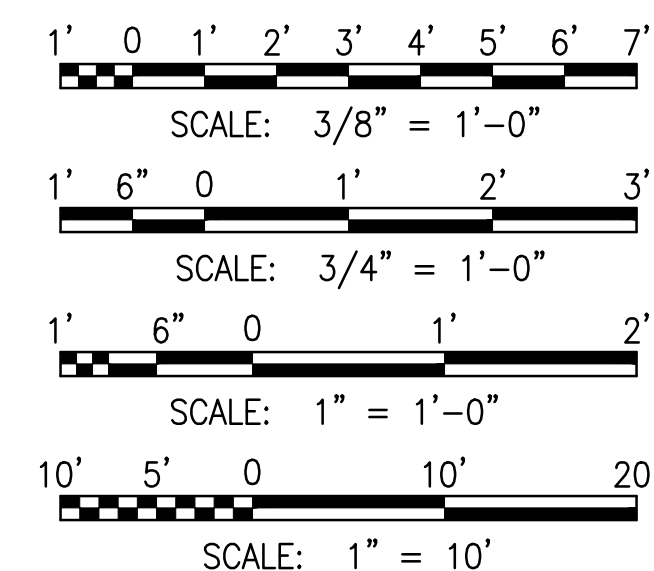
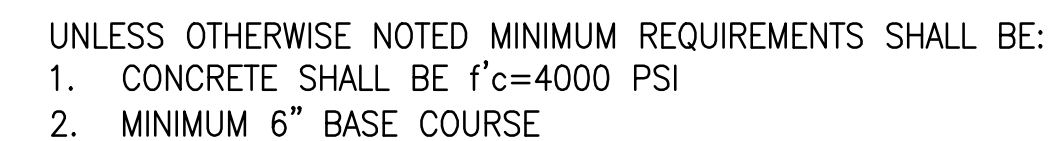
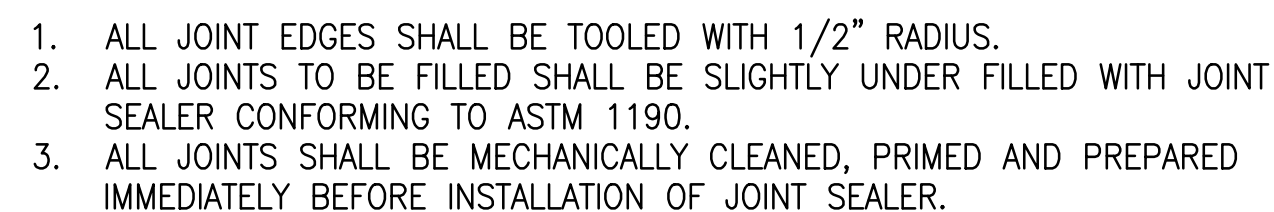
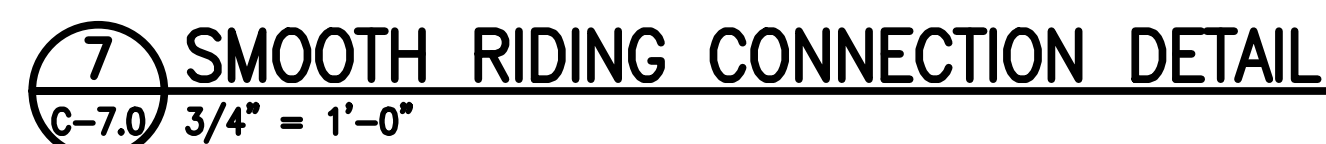
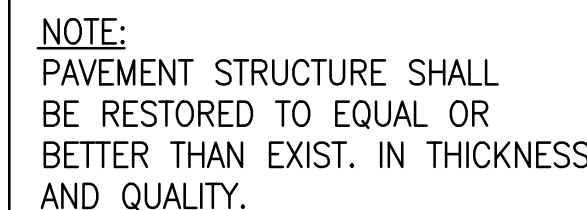
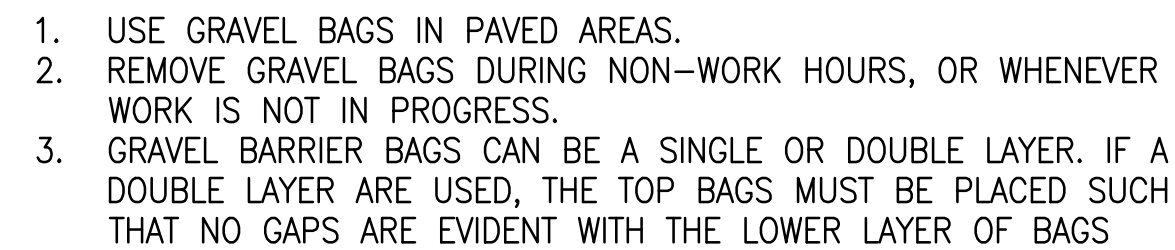
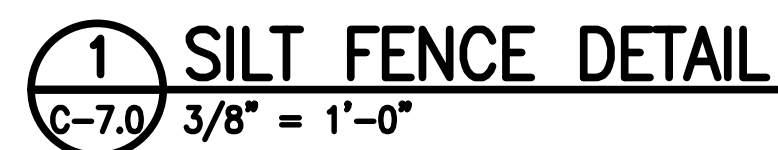
DATE JULY 2018

SHEET NUMBER

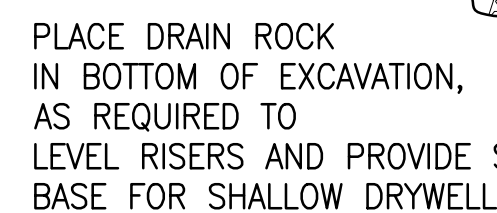
C-6.2

13 OF 17 SHEETS

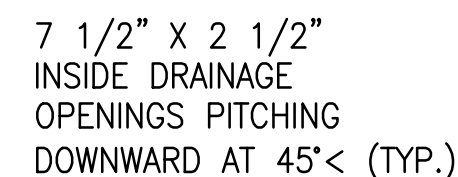
1. THE FILTER FABRIC SHALL BE A MINIMUM OF 36 INCHES WIDE.
2. IF SILT FENCE IS OBTAINED FROM MANUFACTURER AS A PACKAGE (I.E. FABRIC ATTACHED TO POST) THE MANUFACTURER'S INSTALLATION INSTRUCTION SHALL BE ADHERED TO.
3. FENCE STAKES MAY BE WOOD OR METAL, MUST BE CAPABLE OF SUPPORTING ANTICIPATED LOADS.



1. CONCRETE-28 DAY COMPRESSIVE STRENGTH = 4000 PSI.
2. CONTRACTOR SHALL PRESERVE EXISTING GEOLOGICAL FORMATION AT PROPOSED DRYWELL LOCATIONS TO ENSURE PROPER DRYWELL OPERATION.



2 DRYWELL COVER DETAILS



3 DRYWELL RING DETAILS
C-7.2 NOT TO SCALE

1. ALL WELDS 3/8".
2. ALL STEEL SHALL BE STRUCTURAL GRADE.
3. GRATES AND FRAME SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
4. PROVIDE 4 UNIVERSAL FASTENERS PER COATING.
5. GRATING BAND BARS SHALL BE WELDED FLUSH WITH TOP OF GRATING.
6. ADD TWO 3/8" DIA. BOTTOM CROSS BARS TO GRATING NEAR CENTER.

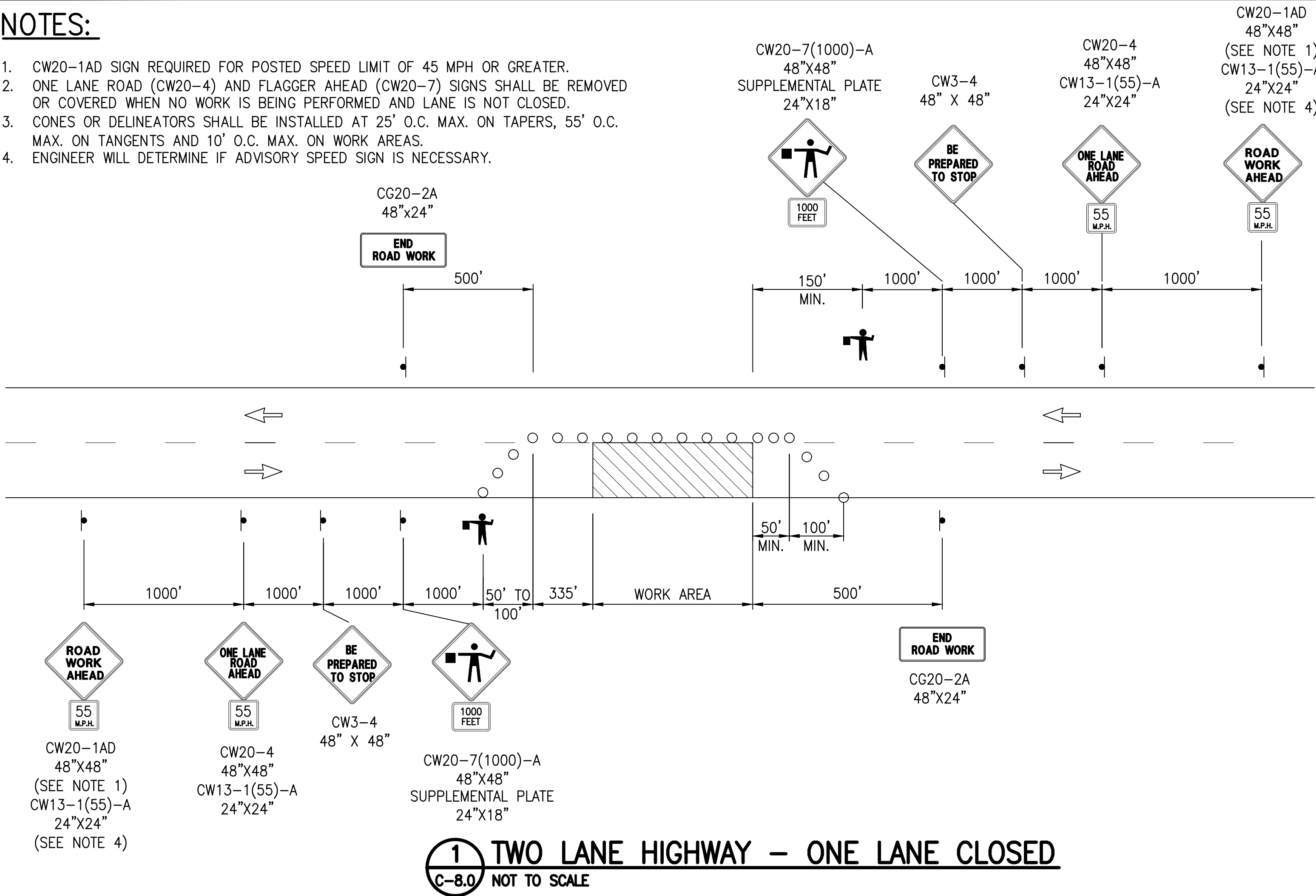


4 DRYWELL GRATING DETAIL
C-7.2 NOT TO SCALE



NOTES:

1. CW20-1AD SIGN REQUIRED FOR POSTED SPEED LIMIT OF 45 MPH OR GREATER.
2. ONE LANE ROAD (CW20-4) AND FLAGGER AHEAD (CW20-7) SIGNS SHALL BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED AND LANE IS NOT CLOSED.
3. CONES OR DELINEATORS SHALL BE INSTALLED AT 25' O.C. MAX. ON TAPERS, 55' O.C. MAX. ON TANGENTS AND 10' O.C. MAX. ON WORK AREAS.
4. ENGINEER WILL DETERMINE IF ADVISORY SPEED SIGN IS NECESSARY.

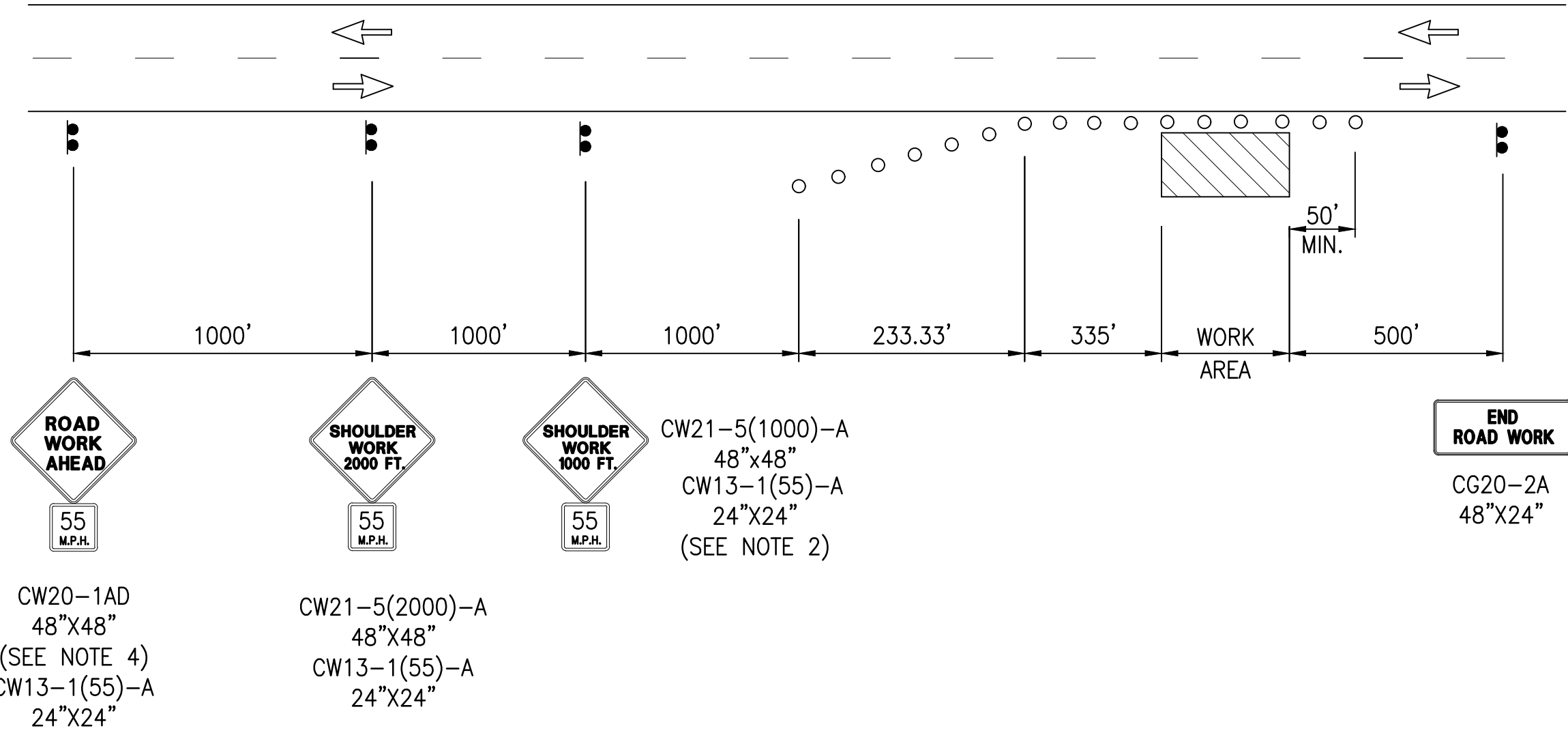


GENERAL NOTES FOR TRAFFIC CONTROL PLAN

1. THE PERMITTEE SHALL MAKE MINOR ADJUSTMENTS AT INTERSECTIONS, DRIVEWAYS, BRIDGES, STRUCTURES, ETC., TO FIT FIELD CONDITIONS.
2. CONES OR DELINEATORS SHALL BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
3. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED SUCH THAT THE SIGN OR DEVICE FARTESTH FROM THE WORK AREA SHALL BE PLACED FIRST. THE OTHERS SHALL THEN BE PLACED PROGRESSIVELY TOWARD THE WORK AREA.
4. REGULATORY AND WARNING SIGNS WITHIN THE CONSTRUCTION ZONE THAT ARE IN CONFLICT WITH THE TRAFFIC CONTROL PLANS SHALL BE REMOVED OR COVERED. ALL SIGNS SHALL BE RESTORED UPON COMPLETION OF WORK.
5. FLAGGERS AND/OR POLICE OFFICERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
6. WHEN REQUIRED BY THE ISSUING OFFICE, THE PERMITTEE SHALL INSTALL A FLASHING ARROW SIGNAL.
7. SIGN SPACINGS (D) AND TAPER LENGTHS (T) AND SPACINGS OF CONES OR DELINEATORS SHALL BE AS SHOWN.
8. ALL TRAFFIC LANES SHALL BE A MINIMUM OF 10' WIDE.
9. ALL CONSTRUCTION WARNING SIGNS SHALL BE PROMPTLY REMOVED OR COVERED WHENEVER THE MESSAGE IS NOT APPLICABLE OR NOT IN USE.
10. THE BACKS OF ALL SIGNS USED FOR TRAFFIC CONTROL SHALL BE APPROPRIATELY COVERED TO PRECLUDE THE DISPLAY OF INAPPLICABLE SIGN MESSAGES (I.E., WHEN SIGNS HAVE MESSAGES ON BOTH FACES).
11. AT THE END OF EACH DAY'S WORK OR AS SOON AS THE WORK IS COMPLETED, THE PERMITTEE SHALL REMOVE ALL TRAFFIC CONTROL DEVICES NO LONGER NEEDED TO PERMIT FREE AND SAFE PASSAGE OF PUBLIC TRAFFIC. REMOVAL SHALL BE IN THE REVERSE ORDER OF INSTALLATION.
12. PERMANENT PAVEMENT MARKINGS AND TRAFFIC SIGNS SHALL BE REPLACED UPON THE COMPLETION OF EACH PHASE OF WORK.

ADDITIONAL TRAFFIC CONTROL PLAN NOTES

1. REPLACE EXISTING, FADED, OR OBLITERATED PAVEMENT MARKINGS THAT ARE NECESSARY FOR SAFE TRAFFIC FLOW IN THE CONSTRUCTION AREA WITH TEMPORARY OR PERMANENT MARKINGS BEFORE OPENING THE ROADWAY TO PUBLIC TRAFFIC EACH DAY.
2. TRAFFIC CONTROL PLANS ARE APPROVED FOR WORK ON HDOT-STATE HIGHWAYS ONLY BETWEEN THE HOURS OF 8:30 A.M. TO 3:00 P.M.
3. THE SCOPE OF SERVICES SHALL INCLUDE PREPARATION OF A PRELIMINARY TRAFFIC CONTROL PLAN ("TCP"). IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FULLY FAMILIAR WITH THE SITE, THE PROJECT AND THE TRAFFIC CONTROL NEEDS TO CONSTRUCT THE PROJECT COMPLETE IN PLACE AND OPERATIONAL AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT THE TCP FOR THE PROTECTION OF TRAFFIC THROUGH ANY AND ALL PORTIONS OF THE CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS AND TECHNICAL SPECIFICATIONS OF THE TCP. IN ADDITION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE CONTINUOUS AND EXPEDITIOUS MAINTENANCE OF ALL CONSTRUCTION WARNING SIGNS, BARRICADES, LIGHTS, FLAGGERS AND ALL OTHER TRAFFIC CONTROL MEASURES AND/OR DEVICES REQUIRED BY THE TCP. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUOUSLY REVIEWING AND MAINTAINING ALL TRAFFIC CONTROL MEASURES.
4. THE CONSULTANT SHALL NOT SUPERVISE, DIRECT OR HAVE CONTROL OVER THE CONTRACTOR'S WORK OR HAVE ANY RESPONSIBILITY FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES SELECTED BY THE CONTRACTOR OR FOR THE CONTRACTOR'S SAFETY AND TRAFFIC CONTROL PRECAUTIONS OR PROGRAMS IN CONNECTION WITH THE WORK. THESE RIGHTS AND RESPONSIBILITIES ARE SOLELY THOSE OF THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. HELCO HEREBY AGREES, TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONSULTANTS AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ASSOCIATED WITH THE CONTRACTOR'S IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN.
5. ACCESS MUST BE PROVIDED AT ALL TIMES FOR ALL DRIVEWAYS AND SIDE ROADS AROUND THE CONSTRUCTION AREA.



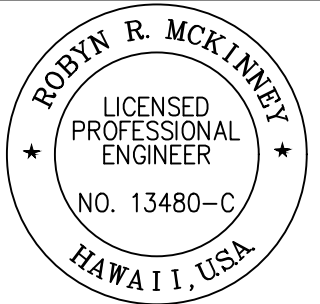
NOTES:

1. THIS PLAN MAY BE USED ONLY IF ALL ROAD WORK, INCLUDING EQUIPMENT AND WORKERS ARE OFF THE TRAVEL WAY.
2. ENGINEER WILL DETERMINE IF ADVISORY SPEED SIGN IS NECESSARY.
3. CONTRACTOR WILL PROVIDE NECESSARY ADJUSTMENTS TO ACCOMMODATE BICYCLISTS AND PEDESTRIANS.
4. CW20-1AD SIGN REQUIRED FOR POSTED SPEED LIMIT OF 45 MPH OR GREATER.
5. SIGNING IS NOT REQUIRED IF THE WORK AREA INCLUDING EQUIPMENT AND WORKERS IS OUTSIDE THE CLEAR ZONE DISTANCE, AS SPECIFIED IN THE LATEST AASHTO ROADSIDE DESIGN GUIDE.
6. CONES OR DELINEATORS SHALL BE INSTALLED AT 55' O.C. MAX. ON TANGENTS AND 10' O.C. MAX. ON WORK AREAS.

WORKING ON SHOULDER OR ROADSIDE

LEGEND

- ○ ○ ○ CONES OR DELINEATOR
- ➡ DIRECTION OF TRAFFIC
- ⬮ SIGN
- ▨ WORK AREA



Robyn R. McKinney
LICENS
PROFESSIONAL
ENGINEER
NO. 13480-C
HAWAII, USA

SSFM International, Inc.
99 Aupuni Street, Suite 202
Hilo, Hawaii 96720

| REVISION | DATE | DESCRIPTION | MADE BY | APPROVED |
|----------|------|-------------|---------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

OCEAN VIEW
TRANSFER STATION
AND RECYCLING CENTER
PROJECT NO. SW-4325
TMK: (3) 9-2-150: 060

TRAFFIC CONTROL PLAN - OFFSITE IMPROVEMENTS
THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSFM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, BIDDING OR REVIEW. THIS DOCUMENT OR ITS CONTENTS MAY NOT BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISCLOSED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF SSFM INTERNATIONAL, INC.

DATE
JULY 2018

SHEET NUMBER
C-8.0

17 OF 17 SHEETS