

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

**ADDENDUM NO. 1
FOR
KAMEHAMEHA HIGHWAY
KOKOLOLIO BRIDGE REPLACEMENT
FEDERAL AID PROJECT NO. BR-083-1(50)
DISTRICT OF KOOLAUPOKO
ISLAND OF OAHU
FY 2005**

Amend the Bid Documents as follows:

1. SPECIAL PROVISIONS

- a. Replace Section 103 – Award And Execution of Contract dated 2/08/04 with the attached Section 103 dated r3/04/05.
- b. Replace Section 109 – Measurement And Payment dated 2/09/04 with the attached Section 109 dated r9/01/04.
- c. Replace Page 628-7a dated 3/31/03 with the attached Page 628-7a dated r3/15/05.
- d. Replace Federal Wage Rates dated 01/21/2005 with the attached Federal Wage Rates dated 02/25/2005

2. PROPOSAL SCHEDULE

- a. Replace Pages P-13, P-14 and P-15 dated 1/14/05 with the attached Pages P-13, P-14 and P-15 dated r3/11/05.

3. ENVIRONMENTAL PERMIT INFORMATION:

- a. NPDES Form C - Storm Water Discharge Approval is attached for your information.
- b. NPDES Form G – Dewatering Comments is attached for your information.
- c. Dept. of Health – Section 401 comments is attached for your information.

4. QUESTIONS FROM PROSPECTIVE BIDDERS (WITH D.O.T. RESPONSES) – DATED 3-15-05 is attached for your information.

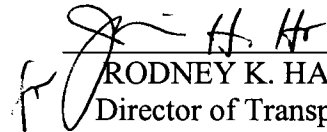
5. PRE-BID MEETING MINUTES

- a. The March 7, 2005 Pre-bid Meeting Minutes and attendance sheet are attached for your information.

6. PLANS

- a. Replace Plan Sheet Nos. 9, 13, 15, 16, 19, 20, 35, and 39 with the attached Plan Sheet Nos. ADD.9, ADD.13, ADD.15, ADD.16, ADD.19, ADD.20, ADD.35 and ADD.39.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on page P-4 of the proposal.



RODNEY K. HARAGA
Director of Transportation

1 **SECTION 103 - AWARD AND EXECUTION OF CONTRACT**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend 103.03 Award of Contract** to read as follows.

6
7 **"103.03 Award of Contract.** The award of contract, if it be awarded, will
8 be made within 60 calendar days after the opening of bids, to the lowest
9 responsible bidder whose proposal complies with all the requirements. The
10 successful bidder will be notified by letter mailed to the address shown on his/her
11 proposal, that his/her proposal has been accepted, and that he/she has been
12 awarded the contract.

13
14 **(1) Requirement for Award.** To be eligible for award, the
15 apparent low Bidder will be contacted to submit copies of the
16 documents listed below to demonstrate compliance with Section
17 103D-310(c), HRS. The documents should be submitted to the
18 Department as soon as possible. If a valid certificate/clearance is
19 not submitted on a timely basis for award of a contract, a Bidder
20 otherwise responsive and responsible may not receive the award.

21
22 **(A) Tax Clearance.** Pursuant to §§103D-310(c), 103-53 and 103D-
23 328, HRS, the successful bidder shall be required to submit a certified
24 copy of its tax clearance issued by the Hawaii State Department of
25 Taxation (DOTAX) and the Internal Revenue Service (IRS) to
26 demonstrate its compliance with Chapter 237, HRS. The tax clearance
27 is valid for 6 months from the most recent approval stamp date on the tax
28 clearance. The tax clearance must be valid on the bid's first legal
29 advertisement date or any date thereafter up to the bid opening date.

30
31 DOTAX Website (Forms & Information):
32 <http://www.state.hi.us/tax/alphalist.html#a>

33
34 To receive DOTAX Forms by Fax or mail, phone
35 (808)587-7572 or 1-800-222-7572.

36
37 The application for the clearance is the responsibility of the bidder,
38 and must be submitted directly to the DOTAX or IRS and not to the
39 Department.

40
41 **(B) DLIR Certificate of Compliance.** Pursuant to §103D-310(c),
42 HRS, the successful bidder shall be required to submit a copy (faxed
43 copies are acceptable) of its approved certificate of compliance issued by
44 the Hawaii State Department of Labor and Industrial Relations (DLIR) to
45 demonstrate its compliance with unemployment insurance (Chapter 383,
46 HRS), workers' compensation (Chapter 386, HRS), temporary disability
47 insurance (Chapter 392, HRS), and prepaid health care (Chapter 393,
48 HRS). The certificate is valid for 6 months from the most recent
49 approval stamp date on the certificate. The DLIR certificate must be
50 valid on the bid's first legal advertisement date or any date thereafter up to
51 the bid opening date. For DLIR certificates which receive a "pending"

52 approval stamp, a DLIR approval stamp is required prior to the issuance
53 of the Notice to Proceed.

54
55 The 'APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH
56 SECTION 3-122-112, HAR', Form LIR#27 is available at the following
57 website: www.dlir.state.hi.us
58

59 The form is also available at the DLIR Administrative Services
60 Office, phone no. (808)586-8888 and fax no. (808)586-8899, or any of its
61 District Offices. The DLIR will return the form to the bidder who in turn
62 shall submit a copy to the Department.
63

64 The application for the certificate is the responsibility of the bidder,
65 and must be submitted directly to the DLIR and not to the Department.
66

67 **(C) DCCA Certificate of Good Standing.** Pursuant to §103D-
68 310(c), HRS, the successful bidder shall be required to submit a copy
69 (faxed copies are acceptable) of its approved Certificate of Good Standing
70 issued by the Hawaii State Department of Commerce and Consumer
71 Affairs (DCCA), Business Registration Division (BREG) to demonstrate
72 that it is either:
73

74 **(1)** Incorporated or organized under the laws of the State; or

75
76 **(2)** Registered to do business in the State as a separate branch
77 or division that is capable of fully performing under the contract.
78

79 The DCCA certificate is valid for 6 months from the approval date
80 on the certificate. The DCCA certificate must be valid on the bid's first
81 legal advertisement date or any date thereafter up to the bid opening
82 date. A Hawaii business that is a sole proprietorship, however, is not
83 required to register with the BREG, and therefore not required to submit
84 the certificate. Bidders are advised that there are costs associated with
85 registering and obtaining a "Certificate of Good Standing" from the DCCA.
86

87 To obtain this certificate, go online to:
88 www.BusinessRegistrations.com and follow the prompt instructions. To
89 register or to obtain a certificate by phone, call (808)586-2727 (M-F 7:45
90 am to 4:30 pm Hawaii Standard Time).
91

92 The application for the DCCA certificate is the responsibility of the
93 bidder, and must be submitted directly to the DCCA and not to the
94 Department."
95

96 **(II) Amend 103.06 Requirement of Contract Bond to read as follows:**
97

98 **"103.06 Requirement of Contract Bond.** At the time of execution of the
99 contract, the successful bidder shall file a good and sufficient performance bond
100 and a payment bond on the forms furnished by the Department (see attached)
101 conditioned for the full and faithful performance of the contract according to 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, each of which shall be of an amount equal to 100% of the amount of the contract price and including 5% 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 State 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 Section 103D-324, HRS."

(III) Amend **103.07 Execution of the Contract** by revising the first paragraph to read as follows:

"103.07 Execution of Contract. The contract bond and 'Chapter 104, HRS 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."

(IV) Delete **103.09 Submission of Insurance Certification** in its entirety. See Subsection 107.29 – Insurance Requirements.

END OF SECTION 103

SECTION 109 - MEASUREMENT AND PAYMENT

Make the following amendments to said Section:

(I) Amend **109.01 Measurement of Quantities** to read as follows:

"109.01 Measurement of Quantities. The work will be measured in accordance with United States standard measure, or as otherwise stated in this contract. Final measurement shall be verified or determined by the Engineer. If the Contractor has a dispute about the measurement of the work, the Contractor must demonstrate the existence of an error by actual physical measurement before the work has progressed in a manner which would make a proper verification of the contested measurements impractical. If the Contractor's claim cannot be physically verified, the Engineer's measurements will be deemed as correct.

A station, when used as a definition or term of measurement, is 100 linear feet.

Longitudinal measurements for area computations of the various surfaces will be made in the horizontal projection of the actual surface. Transverse measurements for area computations will be the neat dimensions shown in the contract documents or the horizontal projection of the actual surface or as ordered in writing by the Engineer. No deductions in measurement for unit price payment purposes will be made for fixtures or structures in place having a combined area of nine square feet or less.

Work will be measured to the pay limits shown in the contract documents.

Measurement of items that are measured by the linear foot will be made parallel to the base or foundation.

The term 'gage' refers to the U. S. steel wire gage or U.S standard gage for uncoated hot and cold rolled sheets.

The term 'ton' will mean the short ton of 2,000 pounds avoirdupois weight. The Contractor shall weigh materials measured or proportioned by weight on properly certified scales.

Every vehicle hauling material specified for measurement and payment by "loose measurement" or "measurement by vehicle" shall be made available to the Engineer for verification of its load volume or capacity. A vehicle's full load shall be its water level capacity. The Engineer may direct that any load in a vehicle be leveled for purposes of measurement or payment.

The Contractor shall notify the Engineer 24 hours before hauling material, payment for which is based upon weight. Unless otherwise directed by the Engineer, the truck used to haul material paid by weight shall be weighed with no load on a properly certified scale before each load is added.

51 When identifying standard manufactured items by gage, unit weight, or
52 section dimensions, such identification will be nominal weights or dimensions.
53 Standard manufactured items shall be such items as fence, wire, plates, rolled
54 shapes, and pipe conduit. Unless specific allowable tolerances are set by the
55 contract documents, tolerances generally accepted or established by the
56 industries involved in the manufacture of the product are acceptable.”
57

58 **(II) Amend 109.02 Scope of Payment** by revising the first paragraph to
59 read as follows:
60

61 **“109.02 Full Compensation; Changes.** The contract price is full
62 compensation for the work.
63

64 Change Order work as defined in Subsection 104.04 – Contract
65 Change Orders, shall be paid for in the manner established by the related
66 change order.
67

68 The total price adjustment as specified in the field order or the change
69 order shall be considered full compensation for all materials, labor, insurance,
70 bonds, fees, taxes, equipment use or rental, profit and all overhead, and any
71 delay impact costs.
72

73 **(III) Delete 109.03 Compensation for Altered Quantities** in its entirety. (See
74 104.11 – Variations in Estimated Quantities and 109.14 - Schedule of Agreed
75 Prices for Lump Sum Price Items) and replace it with the following:
76

77 **“109.03 Allowances for Overhead and Profit.** In determining the cost or
78 credit to the State resulting from a change, the allowances for all overhead, and
79 profit combined, shall not exceed the percentages set forth below:
80

81 **(1)** 15 percent of the direct cost for any work performed by the
82 Contractor's own labor force;
83

84 **(2)** 15 percent of the direct cost for any work performed by each
85 subcontractor's own labor force;
86

87 **(3)** For the Contractor or any subcontractor for work performed
88 by their respective subcontractor or tier subcontractor, 7 percent of
89 the amount due to the performing subcontractor or tier
90 subcontractor.
91

92 **(A) Allowance Percentages.** The allowance percentages will be
93 applied to all credits and to the net increase of direct costs where work is
94 added and deleted by the changes.
95

96 **(B) Allowed Markup.** Not more than three markup allowance line
97 item additions not exceeding the maximum percentage noted in
98 Subsections 109.03(1), 109.03(2), and 109.03(3) are allowed for profit
99 and overhead, regardless of the number of tier subcontractors.

100
101 (IV) Amend **109.04 Extra and Force Account Work** to read as follows:
102

103 **"109.04 Force Account Provisions and Compensation.** The contract
104 documents may provide that certain work be compensated by force account
105 method, or the Contractor may be directed to provide changes compensable
106 under the price adjustment provision of paragraph (5) of Subsection 104.09 –
107 Methods of Price Adjustment. When performing force account work, the
108 Contractor and its subcontractor(s) shall comply with the provisions of this
109 section. Compensation by force account will not alter any rights, duties, and
110 obligations under the contract. The Contractor shall follow these procedures:
111

112 (A) **The Contractor's Duties; Engineer's Authority.** The
113 Contractor has the duty to perform the work payable under this provision
114 efficiently and economically. When the Engineer determines the
115 Contractor is working inefficiently or uneconomically, the Engineer may
116 direct the Contractor to stop, modify its means and methods, or the
117 Engineer may specifically direct means and methods of doing the force
118 account work. The Engineer will not pay for work that is unacceptable
119 or for the cost of correcting work that fails to conform to contract
120 requirements.
121

122 (B) **Records.** The Contractor shall maintain accurate daily records
123 of all allowable costs. The records, as well as all work and costs are
124 subject to review, audit, and approval by the Engineer.
125

126 The Contractor shall use the State's Force Account Form and
127 obtain the Inspector's signature thereon each day the Contractor performs
128 force account work. As the condition of payment of the force account
129 work, the Contractor shall submit an original and two copies of the force
130 account records, together with invoices, receipts and other backup data
131 to the Engineer.
132

133 (C) **Allowable Costs.** Allowable costs include labor, equipment and
134 machinery, trucks, insurance, taxes and bonds, overhead, profit, and
135 reimbursable expenses all as described herein. Other costs or items
136 not covered under this section are subject to the Engineer's written
137 approval.
138

139
140 (D) **Labor.** Allowable costs include Contractor and subcontractor(s) costs
141 for hourly worker wages, and fringe benefits required by employment
142 contracts, plus overhead and profit markup. The Contractor shall
143 provide the information on the force account form regarding each worker
144 and supervisor.
145

146 Overtime compensation, per diem costs and other reimbursable
147 costs are not allowed unless approved in writing by the Engineer prior to
148 incurring the expense. Overhead and profit markup will not be allowed

for such costs. Costs and time for employees' to travel to and from the project site are not allowed unless approved in writing by the Engineer prior to performing the work.

(E) Materials. Contractor and subcontractor(s) are allowed the actual cost of materials (excluding financing costs) delivered and incorporated into the work plus overhead and markup. The Contractor shall provide descriptions and quantities of materials, prices and extensions, and costs to transport materials if not included in the prices of the materials. The Contractor shall provide legible receipts and invoices for all materials used and transportation charges. The Contractor shall promptly inform the Engineer of any early payment discounts that are available, as well as scheduled or anticipated price increases.

If materials used are not specifically purchased for the force account work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall certify that the materials were taken from stock and that the amount claimed represents the actual cost to the Contractor.

(F) Equipment and Machinery. For equipment and machinery necessary and actually used (other than small tools defined under Subsection 109.04(G) – Equipment Charges) that are owned or leased or rented, the Contractor is allowed costs for use of equipment or machinery at a per hour rate.

Hourly rates shall include costs for fuel, oil, lubricants, supplies, necessary attachments, repairs, maintenance, tire wear, depreciation, storage, and other incidentals. The allowable hourly rates shall be the Contractor's actual customary charges e.g., shop rates or yard rates, or rental cost as verified by Contractor's records or invoices, provided that the maximum rate shall not exceed the current rates published in the Blue Book, effective at the time of equipment use. Blue Book hourly rates are calculated based upon the following formula:

Hourly Rates = [(Blue Book Monthly Rate ÷ 176) X (Regional Adjustment Factor) X (Rate Adjustment Table Factor)] + Hourly Operating Cost

Equipment and machinery costs are not subject to any additional overhead and profit markup.

Equipment and machinery shall be in good condition and suitable for the purpose for which the equipment and machinery are to be used.

For equipment and machinery that is not listed in the Blue Book, the Contractor shall obtain the Engineer's written approval of the monthly and hourly rates prior to using the equipment or machinery. If there is no agreement on the rates, the Engineer will set the rate. Engineer

may, prior the use of rental equipment, approve in writing rates that are higher than the published rates, if justified by special circumstance.

(G) Equipment Charges. The rental period for equipment and machinery brought to the work site specifically for the force account work, begins when the equipment or machinery reaches the work site, and continues each day the equipment or machinery is at the site and terminates at the end of the day when the equipment or machinery is no longer needed for the force account work, or when the equipment or machinery leaves the project site, whichever comes first.

Rental times for all other equipment and machinery used for force account are paid for the time actually used. Prior to the performance of work, the Engineer must approve any hours or operation in excess of 8 hours in any one day. No additional premium beyond the normal rates used will be paid for equipment or machinery over 8 hours per day or 40 hours per week.

The total of all force account rental charges minus the operating cost accrued over the duration of the contract for a specific item of equipment or machinery (same make, model or kind of equipment or machinery doing the same kind of force account work) shall not exceed the replacement cost of that equipment. The Contractor shall provide the cost of replacement to the Engineer prior to using the equipment or machinery. If the Engineer does not agree with the replacement cost provided by the Contractor or if the Contractor does not provide the replacement cost, the Engineer shall set the replacement cost. The Contractor may contest the replacement cost set by the Engineer in accordance with Subsection 105.18 – Disputes and Claims. The Engineer will pay only the hourly operating cost should the replacement cost be reached. This provision shall not apply to the accrued rental charges for barricades and other traffic control devices.

Rental times are not allowed or credited for any time during which equipment or machinery is inoperative due to its breakdown.

(G) Equipment Charges. The rental period for equipment and machinery brought to the work site specifically for the force account work, begins when the equipment or machinery reaches the work site, and continues each day the equipment or machinery is at the site and terminates at the end of the day when the equipment or machinery is no longer needed for the force account work, or when the equipment or machinery leaves the project site, whichever comes first.

Rental times for all other equipment and machinery used for force account are paid for the time actually used. Prior to the performance of work, the Engineer must approve any hours or operation in excess of 8 hours in any one day. No additional premium beyond the normal rates used will be paid for equipment or machinery over 8 hours per day or 40 hours per week.

248
249 The total of all force account rental charges minus the operating
250 cost accrued over the duration of the contract for a specific item of
251 equipment or machinery (same make, model or kind of equipment or
252 machinery doing the same kind of force account work) shall not exceed
253 the replacement cost of that equipment. The Contractor shall provide
254 the cost of replacement to the Engineer prior to using the equipment or
255 machinery. If the Engineer does not agree with the replacement cost
256 provided by the Contractor or if the Contractor does not provide the
257 replacement cost, the Engineer shall set the replacement cost. The
258 Contractor may contest the replacement cost set by the Engineer in
259 accordance with Subsection 105.18 – Disputes and Claims. The
260 Engineer will pay only the hourly operating cost should the replacement
261 cost be reached. This provision shall not apply to the accrued rental
262 charges for barricades and other traffic control devices.
263

264 Rental times are not allowed or credited for any time during which
265 equipment or machinery is inoperative due to its breakdown.
266

267 **(H) Idle and Standby Equipment.** In the event the equipment or
268 machinery must standby due to work being delayed or halted by reasons
269 beyond the Contractor's control, the rental rate shall be: Standby/Idle
270 Hourly Rental Rates = [(Blue Book Monthly Rate ÷ 176) X (Regional
271 Adjustment Factor) X (Rate Adjustment Table Factor)] X 0.50 or the
272 Contractor's shop rates or yard rates, whichever is lower. The Engineer
273 may order the demobilization of standby/idle equipment or, may direct
274 that equipment that was located at the jobsite at the start of the force
275 account work cease to be used for force account work.
276

277 Payment will be made only when:
278

279 **(1)** The Contractor has notified the Engineer in writing at the
280 beginning of the standby/idle period that compensation is expected
281 for the individual piece of equipment or machinery.
282

283 **(2)** The Contractor submits to the Engineer on each Monday a
284 list of the equipment or machinery that was idle the past week.
285 This list shall have all information necessary to determine the
286 hourly rental rate and the date and time it became idle and the
287 reason for the equipment or machinery being idle. The list shall
288 also have the date and time when any maintenance was performed
289 on the equipment or machinery during the period the equipment
290 was idle.
291

292 With the written approval of the Engineer, the Contractor may
293 store the idle equipment or machinery on the project site for its own
294 convenience at no increase in contract price or contract time.
295

296 **(I) Small Tools.** Contractor and subcontractor(s) are not allowed
297 costs for depreciation or use of small tools, even if the small tools are

consumed by use. Small tools are individual pieces of equipment, tools or other terms having a purchase price for that new item or equivalent replacement value of \$500.

(J) Trucks. Payment for use of trucks shall be in accordance with the provisions of Subsection 109.04(F) – Equipment and Machinery. Allowable rental rates for trucks not owned or leased by the Contractor shall not exceed the listed rates in the Blue Book or those established under the Hawaii State Public Utilities Commission, whichever is less.

The Contractor shall provide points of origin, destinations, mileage, and hourly rates for each travel segment.

Contractor's cost for pickup trucks, flatbed trucks, vans, storage trailers, and containers or other similar items are not allowable, unless specifically approved in writing by the Engineer.

(K) Transportation, Mobilization, and Demobilization. The Contractor shall obtain the Engineer's approval of the location from which the equipment or machinery will be moved or transported.

Where the equipment or machinery must be transported to the work site, the Contractor will be paid the reasonable costs to mobilize and demobilize, load and unload, and transport the equipment or machinery, to and from its original location to the work site, or upon completion of the work to another location, whichever cost is less.

The cost to transport the equipment or machinery shall not exceed the rates established by the Hawaii State Public Utilities Commission. If the rates are nonexistent, then the rates will be determined by the Engineer based upon the prevailing rates charged by established haulers within the locale.

When the equipment or machinery is licensed to be driven on the public highway under its own power, the Contractor will be paid the cost to move the equipment or machinery by its own power, from its original location to and from the work site, or upon completion of the work to another location, whichever cost is less.

If the Contractor uses the equipment or machinery for other than force account work, the costs to mobilize and transport may be disallowed or prorated depending on the non-force account.

(L) Subcontractors. Subcontractor's costs are allowed plus a markup limited under Subsection 109.03 – Allowances for Overhead and Profit, and applicable State excise tax. Costs for insurance and taxes shall comply with the provisions of Subsections 109.04(M) – Insurance and Taxes.

347 **(M) Insurance and Taxes.** Contractor and subcontractor(s) are
348 allowed actual additional costs attributable exclusively to the force
349 account work for property damage, liability, workers compensation
350 insurance premiums, State unemployment contributions, Federal
351 unemployment taxes, social security and medicare taxes, plus an
352 allowable markup of 6 percent.
353

354 **(N) Other Costs.** Any other costs or items not covered under this
355 Subsection 109.04 – Force Account Provisions and Compensation are
356 subject to the Engineer's written approval and conditions.
357

358 **(O) Reimbursable Expenses.** All costs are subject to HAR §3-123 –
359 Cost Principles. Reimbursable expenses are subject to the Engineer's
360 written approval and conditions. Overhead and profit markups are not
361 permitted on reimbursable expenses.
362

363 Costs incurred by the Contractor for air transportation and
364 associated ground transportation, and per diem or subsistence allowance
365 costs (lodging and meals) are allowed as reimbursable expenses when
366 the project conditions require special skilled workers not readily available
367 on the island of the project site. Air transportation shall not exceed the
368 actual cost or coach class airfare, whichever is less. Whenever
369 possible, Contractor shall take advantage of advance purchase discount
370 air fares. Ground transportation shall not exceed the actual cost of
371 renting a compact-sized vehicle. Rental vehicles shall be shared among
372 Contractor's employees to the greatest extent possible. Insurance
373 coverage is not a reimbursable expense.
374

375 Per diem or subsistence costs (lodging and meals) shall not exceed
376 the applicable daily authorized rates for inter-island or out-of-state travel
377 for State government employees. No per diem is allowed for leaving
378 and returning the same day. The Contractor shall obtain prior written
379 approval from the Engineer for other conditions.
380

381 **(P) State Excise Tax and Bond.** The Contractor will be reimbursed
382 for State excise taxes paid or payable on the allowable force account
383 work. The actual bond premium, not to exceed 1 percent is allowed on
384 items covered by Subsections 109.04(D) – Labor, 109.04(E) –
385 Materials, 109.04(F) – Equipment and Machinery, 109.04(J) – Trucks,
386 109.04(L) – Subcontractors, 109.04(M) – Insurance and Taxes,
387 109.04(N) – Other Costs, and 109.04(O) – Reimbursable Expenses when
388 applicable. When the original contract price includes a bond premium
389 for an allowance item to be paid by force account, no additional bond
390 premium for such allowance items will be paid until the allowance amount
391 is exhausted.
392

393 **(V) Delete 109.05 – Eliminated Items** in its entirety. (See 106.13 – Payment
394 for Deleted Materials)
395

(VI) Amend 109.06 – Deduction from Payment to read as follows:

“109.06 Withholding of Payment for Unsatisfactory Progress. If the Contractor is progressing unsatisfactorily in completing or performing the project work unsatisfactorily, or both, the Engineer, upon written notice to the Contractor, may withhold sums not exceeding 5 percent of the total contract price from subsequent progress payments.

The Engineer may deduct from any amounts due to the Contractor sums assessed as liquidated damages as well as any other charges against the Contractor allowed by law or the contract documents.

If the Contractor refuses or fails to comply with the equal employment opportunity, affirmative action, non-discrimination, labor compliance, training, implementing and maintaining satisfactorily the BMP and NPDES standards and disadvantaged business enterprise requirements, the Engineer at its sole discretion and upon written notice to the Contractor may withhold any or all of the monthly progress payments that are due or to become due.

With the approval of the State, the Contractor may withdraw from time to time the whole or any portion of the sum withheld after endorsing over to the State and depositing with the State any general obligation bond of the State or its political subdivisions suitable to the State. But in no case will the bond have a face value less than the value of the amount to be withdrawn. The State may sell the bond and use monies directly withheld from progress payments or the final payment.”

(VII) Amend 109.07 – Assignment of Payments to read as follows:

“109.07 Assignment of Payments. The Contractor may not assign its right to receive monies due under the contract without the written consent of the State and the surety.”

(VIII) Delete 109.08 – Payment for Material in its entirety. (See 109.09(B) – Payment for Material)

(IX) Amend 109.09 Progress Payments to read as follows:

“109.09 Progress Payments.

(A) Monthly Payment. The Contractor shall be paid progress payments monthly upon approval of a monthly payment estimate by the Engineer. The monthly payment estimate shall be based upon the value of the items of work that appears to be satisfactorily completed, including the value of materials incorporated in the work. Materials not yet incorporated in the work will be paid in accordance with Subsection 109.09(B) – Payment for Material On Hand. Monthly payments will be approximate only and shall be subject to correction before or in the final estimate and payment. Monthly shall mean the period between the 16th

445 day of the month to the 15th day of the succeeding month. The
446 Engineer and the Contractor may agree on a different monthly period.
447

448 The Engineer may withhold all or any part of a monthly payment
449 due to the Contractor, without interest accruing to the contract, on
450 account of:
451

452 (1) The failure of the Contractor to meet a requirement of law or
453 the contract that is a condition precedent of payment; and
454

455 (2) The exercise of any right granted the Engineer to withhold
456 money due the Contractor established by law or the contract.
457

458 No monthly payment will be made if the total value of the work
459 done since the last estimate is less than \$2,000. If the monthly payment
460 includes work from Sections 617 - Planting Soil, 618 - Grassed Surfaces,
461 619 - Planting and Transplanting and 641 - Hydro-Mulch Seeding, the
462 Engineer will not make a monthly payment if the total value of the work
463 done since the last estimate is less than \$500.
464

465 **(B) Payment for Material On Hand.** The Contractor will be paid the
466 manufacturer's, supplier's, distributor's or fabricator's invoice cost of
467 materials not yet incorporated into the work on the following conditions:
468

469 (1) If acceptance of submittals of such materials are required by
470 the contract documents, the submittal processes have been
471 completed and the materials for which payment is requested
472 conform to the accepted submittal.
473

474 (2) The materials are delivered to a site within the State of
475 Hawaii and are properly stored at the site of work or at a site
476 acceptable to the Engineer.
477

478 (3) Storage shall be in accordance with the contract documents
479 or manufacturer's recommendation, whichever is more stringent.
480

481 (4) Payments shall be made only if:
482

483 (a) All materials are acceptable to the Engineer.
484

485 (b) Contractor provides legible documentary evidence
486 that all materials for which payment is requested have been
487 paid in full.
488

489 (c) The materials are insured for their full replacement
490 value to the benefit of the State against theft, fire, damages
491 incurred in transportation to the site, and other hazards.
492

493 (d) In case of materials stored off the project site, the
494 materials are clearly marked and identified for the project,
495 and are not commingled with other materials not to be
496 incorporated into the project.
497

498 The payment authorized in this subsection will not exceed the
499 contract price of that item. Payment for the material under this
500 subsection is not final acceptance of the material nor shall any such
501 payment shift the risk of loss or damage from the Contractor to the State.
502

503 Payment for the material does not relieve the Contractor of its
504 obligations to furnish material acceptable to the Engineer and to properly
505 incorporate the material into the project in accordance with the contract
506 documents.
507

508 The State will not make material payment on living or perishable
509 plant material or any material that may deteriorate or is not insurable."
510

511 (X) Amend **109.10 Acceptance and Final Payment** to read as follows:
512

513 **109.11 Final Payment.** The Engineer will prepare the final estimate when
514 the State accepts the project in accordance with Subsection 108.16 – Final
515 Acceptance. Prior progress estimates and payments shall be subject to
516 correction in the final estimate and payment.
517

518 Upon final settlement, the State will pay the entire sum due less all
519 previous payments and less any sums that may have been or may be deducted
520 in accordance with the provisions of the contract upon receipt of the following
521 documents in a format acceptable to the Engineer:
522

523 (1) Consent of the surety to payment of the final estimate and
524 certificate of release from the surety.
525

526 (2) Evidence by affidavit that the Contractor fully paid the debts
527 resulting from the contract.
528

529 (3) Original tax clearance certificates from the State Director of
530 Taxation and the Federal Internal Revenue Service. The clearance
531 certificates must be certified by the appropriate agency not more than 60
532 days before delivery to the Engineer.
533

534 (4) Certification of Compliance for Final Payment (SPO Form-22),
535 attached, will be required for final payment. A copy of the form is also
536 available at www.spo@hawaii.gov. Select 'Forms for
537 Vendors/Contractors' from the HRS Chapter 103D, pop-up menu
538

539 Sums necessary to meet the claims of any governmental agencies may
540 be withheld from the sums due the Contractor until said claims have been fully
541 and completely discharged or otherwise satisfied.

(XI) Amend 109.11 – Records, Accounts and Documents to read as follows:

“109.12 Records, Accounts, And Documents. The Contractor shall retain and preserve its bid documents and estimates, contract records, accounts, data and documents of the Contractor and its subcontractors for not less than three years from the date of final payment or the final voucher of the project is submitted to FHWA which ever is longer. If any lawsuit or claim relating to the work is pending before the expiration of the three year period, the Contractor shall retain the documents until it is resolved. The Contractor shall provide written notice to the Engineer not less than 30 days of its intent to dispose of the contract records. The Engineer may direct in writing the Contractor to retain such records for an additional period of time at no increase in contract price or contract time. The documents shall be available for inspection and auditing by the State and other government agencies at the offices of the Contractor and its subcontractors upon 24 hours notice to the Contractor. The Contractor shall cooperate during such inspection and auditing of the documents at no increase in contract price or contract time.”

(VII) Add the following Subsection:

“109.13 Prompt Payment.

(A) Contractor’s Duty.

(1) When any subcontractor has met all the terms and conditions of the subcontract, and there are no bona fide disputes, the Contractor, upon receiving payment from the State for the work, shall make full payment to the subcontractor of all monies due within 10 days from the receipt of an invoice from the subcontractor. This payment obligation applies to payments made to and payable to all tiers of subcontractors.

(2) **Bona Fide Disputes.** The existence of a bona fide dispute with a subcontractor or material supplier shall not release the Contractor of its prompt payment obligations as to all sums due that are not directly affected by such disputes.

The following are examples of ‘bona fide disputes’:

(a) When work done by a subcontractor is paid for and later found to be non-conforming or unacceptable and the amount previously paid by the State is deducted from the Contractor’s subsequent payment request;

(b) When the subcontractor fails to promptly correct any deficiencies or non-conforming work; or

591 (c) When the subcontractor fails to fulfill any material
592 term, condition or requirement of its subcontract.
593

594 **(B) Filing Of Non-Payment Complaint And Verification Of Its**
595 **Validity.** Subcontractors and material suppliers may file in writing a
596 complaint with the Engineer regarding non-payment by the Contractor.
597 Such a complaint must state:
598

- 599 (1) The amount past due for work performed and already paid
600 for by the State,
601
602 (2) The date the work was completed,
603
604 (3) The date payment was due from the Contractor,
605
606 (4) That all the terms, conditions or requirements of its
607 subcontract have been met, and
608
609 (5) That no bona fide dispute over its performance exists.
610

611 The Engineer will investigate, hear and receive evidence and
612 determine the validity of the complaint and the Engineer's decision on the
613 matter shall be final.
614

615 **(C) Follow-Up Action.** If the Engineer determines that the
616 Contractor failed to make prompt payment required under the subcontract
617 or these contract documents to a subcontractor or material supplier with
618 whom the Contractor has no bona fide dispute within the time period
619 specified above, the Engineer shall inform the Contractor of the findings
620 and request the Contractor make payment accordingly.
621

622 If the Contractor does not act promptly, the Engineer may:
623

- 624 (1) Take appropriate action as allowed under this contract,
625
626 (2) Refer the matter to the Contractor Licensing Board for
627 appropriate action, and in accordance with HRS Chapter 444-
628 17(15), or both regarding the Revocation, Suspension and
629 Renewal of (Contractor) Licenses or
630
631 (3) Initiate a petition for debarment.
632

633 The State may withhold from future progress payments amounts to
634 cover any sums paid to the Contractor for work performed by a
635 subcontractor if the State finds that the subcontractor's complaint
636 regarding non-payment by the Contractor has merit.
637

638 **109.14 Schedule of Agreed Prices for Lump Sum Price Items.** After the
639 award of contract, the Contractor shall submit a schedule of prices for the

640 various items of work paid for by a lump sum price. For projects involving more
641 than a single building, structure, or facility, the breakdown cost shall reflect a
642 separate schedule of prices for the various items of work for each building,
643 structure, and facility. The sum of the prices submitted for the various items
644 must equal the lump sum bid in the bidder's proposal. This schedule will be
645 subject to acceptance by the Engineer who may require the bidder to submit
646 another or several other schedules if in the Engineer's opinion the prices are
647 unbalanced or not sufficiently detailed. This schedule of prices (1) shall be
648 used for the purpose of determining the value of monthly payments due the
649 Contractor for work installed complete in place; and (2) may be used as the
650 basis for determining cost and credit of added or deleted items of work,
651 respectively.

652
653 As a condition of payment, the Contractor shall estimate at the close of
654 each month the percentage of work completed under each of the various
655 construction items during such month and submit the estimate to the Engineer
656 for review and approval. The Contractor shall be paid the percentage of the
657 price, as approved by the Engineer established for each item, less any
658 permissible retention.

659
660 **109.15 Payment is not Acceptance.** No payment made to the Contractor
661 prior to final acceptance is an acceptance by the State of the work or the portion
662 of the work related to the payment; nor does a progress payment affect the
663 State's rights to inspect, test or reject the work. A progress payment does not
664 relieve the Contractor of the risk of loss or damage to the work for which
665 payment is made. The Contractor still maintains the responsibility and duty
666 with respect to the work for which payment is made, to protect against loss or
667 damage, to insure the work, to insure and indemnify the State against claims,
668 to maintain the required surety bonds, and to protect the work and the public."

669
670
671
672
673
674 **END OF SECTION 109**
675
676
677

damage to the geocomposite drain strip, which may interrupt the flow of water.

(M) Connection Pipe and Weepholes. Install connection pipes as shown on the plans. Connection pipes are lengths of solid PVC pipe installed to direct water from the geocomposite drain strips to the exposed face of the wall. Connect the connection pipes to the drain strips using prefabricated drain grates. Install the drain grate per the manufacturers recommendations. The joint between the drain grate and the drain strip and the discharge end of the connection pipe shall be sealed to prevent shotcrete intrusion.

628.05 Method of Measurement. The Engineer will measure the shotcrete construction facing per cubic yard. The Engineer will compute the actual area lying in a plane of the outside front face of the wall as shown in the Contract.

The Engineer will not measure additional shotcrete required to complete the job. The Contractor shall anticipate and include in his/her bid substantial excavation overbreak and subsequent backfill with shotcrete at the face of the excavation due to the cobbly and rocky nature of the subsurface materials at the soil nail retaining wall locations.

628.06 Basis of Payment. The Engineer will pay for the accepted shotcrete at the contract unit price per cubic yard.

The prices includes full compensation for providing proper shotcrete facing alignment and thickness control; furnishing and installing admixtures, reinforcement wire holding devices; bearing plates and nuts, test panels, all wall drainage materials including geocomposite drain strips, connection pipes, drain grates, fittings, all sampling, testing, and reporting required; and furnishing labor, material tools, equipment, and incidents necessary to complete the work.

The Engineer will make payment under:

Pay Item	Pay Unit
Shotcrete for Slope Protection	Cubic Yards

General Decision Number: HI20030001 02/25/2005

Superseded General Decision Number: HI020001

State: Hawaii

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

Counties: Hawaii Statewide.

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

Modification Number	Publication Date
0	06/13/2003
1	01/02/2004
2	01/23/2004
3	03/05/2004
4	03/12/2004
5	03/26/2004
6	07/16/2004
7	09/03/2004
8	09/10/2004
9	10/08/2004
10	10/15/2004
11	01/21/2005
12	02/18/2005
13	02/25/2005

ASBE0132-001 03/02/2003

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.....	\$ 30.45	17.34

BOIL0204-001 10/01/1998

	Rates	Fringes
Boilermaker.....	\$ 26.25	13.76

BRHI0001-001 08/30/2004

	Rates	Fringes
Bricklayer		
Bricklayers and Stonemasons	\$ 27.30	18.22
Bricklayers and Stonemasons.	\$ 27.30	18.22
Pointers, Caulkers and		
Weatherproofers.....	\$ 27.55	18.22

BRHI0001-002 08/30/2004

	Rates	Fringes
Terrazzo Worker		
Terrazzo Base Grinders.....	\$ 25.74	18.22
Terrazzo Floor Grinders and Tenders.....	\$ 24.19	18.22
Tile, Marble and Terrazzo Workers.....	\$ 27.55	18.22

HI20030001 02/25/2005

CARP0745-001 08/30/2004

	Rates	Fringes
Carpenters:		
Carpenters; Hardwood Floor Layers; Patent Scaffold Erectors (14 ft. and over); Piledrivers; Pneumatic Nailers; Wood Shinlers and Transit and/or Layout Man.....	\$ 31.95	17.05
Millwrights and Machine Erectors.....	\$ 32.20	17.05
Power Saw Operators (2 H.P. and over).....	\$ 32.10	17.05

CARP0745-002 08/30/2004

	Rates	Fringes
Drywall and Acoustical Workers and Lathers.....	\$ 32.20	17.00

* ELEC1186-001 02/13/2005

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 37.24	7.57+30.6%
Electricians.....	\$ 33.85	7.57+30.6%
Technicians.....	\$ 34.87	7.57+30.6%

* ELEC1186-002 02/13/2005

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 37.24	7.57+30.6%
Groundmen; Truck Drivers....	\$ 25.39	7.57+30.6%
Heavy Equipment Operators...	\$ 30.47	7.57+30.6%
Linemen.....	\$ 33.85	7.57+30.6%
Technicians.....	\$ 34.87	7.57+30.6%

HI20030001 02/25/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 34.65	6.935+a+b

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

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

	Rates	Fringes
Diver (Aqua Lung) (Scuba)		
Diver (Aqua Lung) (Scuba)		
(over a depth of 30 feet)...\$ 53.30		18.28
Diver (Aqua Lung) (Scuba)		
(up to a depth of 30 feet)...\$ 43.93		18.28
Stand-by Diver (Aqua Lung)		
(Scuba).....\$ 34.55		18.28
Diver (Other than Aqua Lung)		
Diver (Other than Aqua Lung)\$ 53.30		18.28
Diver Tender (Other than		
Aqua Lung).....\$ 31.52		18.28
Stand-by Diver (Other than		
Aqua Lung).....\$ 34.55		18.28
Helicopter Work		
Airborne Hoist Operator		
for Helicopter.....\$ 33.10		18.28
Co-Pilot of Helicopter.....\$ 33.24		18.28
Pilot of Helicopter.....\$ 33.41		18.28
Power equipment operators:		
(Includes All Types of Paving)		
GROUP 1.....\$ 29.24		18.28
GROUP 2.....\$ 29.35		18.28
GROUP 3.....\$ 29.52		18.28
GROUP 4.....\$ 29.79		18.28
GROUP 5.....\$ 30.10		18.28
GROUP 6.....\$ 30.75		18.28
GROUP 7.....\$ 31.07		18.28
GROUP 8.....\$ 31.18		18.28
GROUP 9.....\$ 31.29		18.28
GROUP 9A.....\$ 31.52		18.28
GROUP 10.....\$ 31.58		18.28
GROUP 10A.....\$ 31.73		18.28
GROUP 11.....\$ 31.88		18.28
GROUP 12.....\$ 32.24		18.28
GROUP 12A.....\$ 32.60		18.28
GROUP 13.....\$ 29.52		18.28
GROUP 13A.....\$ 29.79		18.28
GROUP 13B.....\$ 30.10		18.28
GROUP 13C.....\$ 30.75		18.28
GROUP 13D.....\$ 31.07		18.28
GROUP 13E.....\$ 31.18		18.28
Wage Rates for Tunnel Work:		
GROUP 1.....\$ 29.54		18.28
GROUP 2.....\$ 29.65		18.28
GROUP 3.....\$ 29.82		18.28
GROUP 4.....\$ 30.09		18.28
GROUP 5.....\$ 30.40		18.28
GROUP 6.....\$ 31.05		18.28
GROUP 7.....\$ 31.37		18.28
GROUP 8.....\$ 31.48		18.28
GROUP 9.....\$ 31.59		18.28
GROUP 9A.....\$ 31.82		18.28

GROUP 10.....	\$ 31.88	18.28
GROUP 10A.....	\$ 32.03	18.28
GROUP 11.....	\$ 32.18	18.28
GROUP 12.....	\$ 32.54	18.28
GROUP 12A.....	\$ 32.90	18.28

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Boom Truck or Dual Purpose "A"Frame Truck (over 5 tons); Combination Loader/Backhoe (up to and including 3/4 cu. yd.); Concrete Batch Plants (wet or dry); Concrete Cutter, Groover and/or Grinder (self-propelled unit on streets, highways, airports, and canals); Conveyor or Concrete Pump (Truck or Equipment Mounted); Drilling Machinery (not to apply to waterliners, wagon drills or jack hammers); Fork Lift (over 10 tons); Loader (up to and including 3 and 1/2 cu. yds); Lull High Lift (under 40 feet); Lubrication and Service Engineer (Mobile); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Man or Material Hoist; Mechanical Concrete Finisher (Large Clary, Johnson Bidwell, Bridge Deck and similar); Mobile Truck Crane Driver; Portable Shotblast Concrete Cleaning Machine; Portable Boring Machine (under streets, highways, etc.); Portable Crusher; Power Jumbo Operator (setting slip forms, etc., in tunnels); Rollers (over 5 tons); Self-propelled Compactor (single engine); Self-propelled Pavement Breaker; Skidsteer Loader with attachments; Slip Form Pumps (Power driven by hydraulic, electric, air, gas, etc., lifting device for concrete forms); Small Rubber Tired Tractors; Trencher (up to and including 6 feet); Underbridge Personnel Aerial Platform (50 feet of platform or less).

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

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

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

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

GROUP 10: Chicago Boom; Cold Planers; Heavy Duty Repairman or Welder; Hoist and/or Winch (3 drums); Hydraulic Skooper (Koehring and similar); Loader (over 6 cu. yds. up to and including 12 cu. yds.); Saurman type Dragline (over 5 cu. yds.); Self-propelled, rubber-tired Earthmoving Equipment (over 20 cu. yds. up to and including 31 cu. yds.) (637D and similar); Soil Stabilizer (P & H or equal); Sub-Grader (Gurries or other automatic type); Tractors (D-9 or equivalent, all attachments); Tractor (Tandem Scraper); Watch Engineer.

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

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

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

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

Yo-Yo Cat or Dozer.

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

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

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

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

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

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

BOOMS AND/OR LEADS (HOURLY PREMIUMS):

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

Booms of 80 feet up to but not including 130 feet or Leads of 100 feet up to but not including 130 feet	0.50
Booms and/or Leads of 130 feet up to but not including 180 feet	0.75
Booms and/or Leads of 180 feet up to and including 250 feet	1.15
Booms and/or Leads over 250 feet	1.50

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

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

	Rates	Fringes
Dredging: (Boat Operators)		
Boat Deckhand.....	\$ 29.52	18.28
Boat Operator.....	\$ 31.73	18.28
Master Boat Operator.....	\$ 31.88	18.28
Dredging: (Clamshell or Dipper Dredging)		
GROUP 1.....	\$ 32.24	18.28
GROUP 2.....	\$ 31.58	18.28
GROUP 3.....	\$ 31.18	18.28
GROUP 4.....	\$ 29.52	18.28
Dredging: (Derricks)		
GROUP 1.....	\$ 32.24	18.28
GROUP 2.....	\$ 31.58	18.28
GROUP 3.....	\$ 31.18	18.28
GROUP 4.....	\$ 29.52	18.28
Dredging: (Hydraulic Suction Dredges)		
GROUP 1.....	\$ 31.88	18.28
GROUP 2.....	\$ 31.73	18.28
GROUP 3.....	\$ 31.58	18.28
GROUP 4.....	\$ 31.52	18.28
GROUP 5.....	\$ 31.18	18.28
GROUP 6.....	\$ 31.07	18.28
GROUP 7.....	\$ 29.52	18.28

CLAMSHELL OR DIPPER DREDGING CLASSIFICATIONS

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

HYDRAULIC SUCTION DREDGING CLASSIFICATIONS

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

DERRICK CLASSIFICATIONS

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

IRON0625-001 09/01/2003

Rates

Fringes

Ironworker.....\$ 28.00

21.36

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

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	Rates	Fringes
Laborer		
GROUP 1.....	\$ 24.15	12.70
GROUP 2.....	\$ 21.95	12.70
GROUP 3.....	\$ 25.15	12.70
GROUP 4.....	\$ 24.65	12.70
GROUP 5.....	\$ 23.65	12.70
GROUP 6.....	\$ 15.95	8.55

LABORERS CLASSIFICATIONS

GROUP 1: Asbestos Removal Worker (EPA certified workers); Asphalt Ironer, Raker, Luteman, and Handroller, and all types of Asphalt Spreader Boxes; Asphalt Shoveler; Assembly and Installation of Multiplates, Liner Plates, Rings, Mesh, Mats; Batching Plant (portable and temporary); Boring Machine Operator (under streets and sidewalks); Buggymobile; Burning, Welding, Signalling, Choke Setting, and Rigging in connection with Laborers' work (except demolition); Chainsaw, Faller, Logloader, and Bucker; Compactors (Jackson and similar); Concrete Bucket Dumpman; Concrete Chipping; Concrete Chuteman/Hoseman (pouring concrete) (the handling of the chute from ready-mix trucks for such jobs as walls, slabs, decks, floors, foundations, footings, curbs, gutters, and sidewalks); Concrete Core Cutter (Walls, Floors, and Ceiling); Concrete Curer (impervious membrane and form oiler); Concrete Grinding or Sanding; Concrete: Hooking on, signaling, dumping of concrete for treme work over water on caissons, pilings, abutments, etc.; Concrete: Mixing, handling, conveying, pouring, vibrating, otherwise placing of concrete or aggregates or by any other process; Concrete: Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel, or electric power; Concrete Pump Machine (laying, coupling, uncoupling of all connections and cleaning of equipment); Concrete and/or Asphalt Saw (Walking or Handtype) (cutting walls or flatwork) (scoring old or new concrete and/or asphalt) (cutting for expansion joints) (streets and ways for laying of pipe, cable or conduit for all purposes); Concrete Shovelers/Laborers (Wet or Dry); Concrete Screeding for Rough Strike-Off; Rodding or striking-off, by hand or mechanical means prior to finishing; Concrete Vibrator Operator; Coring Holes: Walls, footings, piers or other obstructions for passage of pipes or conduits for any purpose and the pouring of concrete to secure the hole; Curbing, Concreting, and Asphalt; Curing of Concrete, mortar, and other materials by any mode or method; Cut Granite Curb Setter (setting, leveling and grouting of all precast concrete or stone curbs); Cutting and Burning Torch (demolition); Dri Pak-It Machine; Driller (Track, Diamond Core, and Wagon); Driller (Joydrill Model TWM-2A, Gardner Denver DH-143 and similar type drills); Driller

(Mechanical) (not covered elsewhere) (including multiple unit); (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C, Gardner-Denver SCH2500/SCH3500BV, Furukawa HCR-C300, Tamrock Drilltech CHA800/DHH 850 Tamrock Commando) (similar and replacement equipment thereof); Drilling for blasting; Operation of all rock and concrete drills and Jack Hammers, including handling, carrying, laying out of hose; (Ingersoll-Rand DM45E/DM50E/LM-100/LM-600C), Gardner-Denver SCH2500/SCH3500 BV, Furukawa HCR-C300, Tamrock Drilltech CHA 800/DHH 850/Tamrock Commando) (similar and replacement equipment thereof); Drilling (Mechanical) on the site or along the right-of-way as well as access roads, reservoirs, including areas adjacent or pertinent to construction sites); Falling, bucking, yarding, loading or burning of all trees or timber on construction site; Fence and/or Guardrail Erector; Forklift (9 ft. and under); Grating and Grill work for drains or other purposes; Green Cutter of concrete or aggregate in any form, by hand, mechanical means, grindstone or air and/or water; Grout: Spreading for any purpose; Guinea Chaser (Grade Checker) for general utility trenches, sitework, and excavation; Headerboard Man (Asphalt or Concrete); Heat Welder of Plastic (Laborers' AGC certified workers) (when work involves waterproofing for waterponds, artificial lakes and reservoir, or heat welding for sewer pipes); Heavy Highway Laborer (Rigging, signaling, handling, and installation of pre-cast catch basins, manholes, curbs and gutters); High Pressure Nozzleman - Hydraulic Monitor (over 100# pressure); Installation of Gilsulate 500XR; Jackhammer Operator; Jacking of slip forms; All semi and unskilled work connected therewith; Laying of all multi-cell conduit or multi-purpose pipe; Magnesite and Mastic Workers (Wet or Dry) (including mixer operator); Mason Tender, Mortar Man; Mortar Mixer (Block, Brick, Masonry, and Plastering); Nozzleman (Sandblasting and/or Water Blasting); Operation, Manual or Hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary; Pavement Breakers; Paving, curbing and surfacing of streets, ways, courts, under and overpasses, bridges, approaches, slope walls, and all other labor connected therewith;

Filecutters; Pipe Accessment in place, bolting and lining up of sectional metal or other pipe including corrugated pipe; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary-type of tubular device used for conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which tubular material is fabricated; No-joint pipe and stripping of same, Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, treating Creosote and similar-type materials (6-inch) pipe and over); Piping: resurfacing and paving of all ditches in

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

GROUP 2: Air Blasting; Appliance Handling (job site) (after delivery and unloading in storage area); Asphalt Laborer; Asphalt Plant Laborer; Backfill work connected with the installation of Gilsulate 500XR; Backfilling, Grading and all other labor connected therewith; Boring Machine; Bridge Laborer; Burning of all debris (crates, boxes, packaging waste materials); Cemetary Laborers; Chainman, Rodmen, and Grade Markers; Cleaning and Clearing of all debris; Cleaning, clearing, grading and/or removal for streets, highways, roadways, aprons, runways, sidewalks, parking areas, airports, approaches, and other similar installations; Cleaning or reconditioning of streets, ways, sewers and waterlines, all maintenance work and work of an unskilled and semi-skilled nature; Cleanup of Grounds and

Buildings (other than "Light Clean-Up") (Janitorial Laborer); Clean-up of right-of-way; Clearing and slashing of brush or trees by hand or mechanical cutting; Concrete Bucket Tender (Groundman) hooking and unhooking of bucket; Concrete Forms; moving, cleaning, oiling and carrying to the next point of erection of all forms; Concrete Products Plant Laborers; Conveyor Tender (conveying of building materials); Cribbers, Shorer, Lagging, Sheeting, and Trench Jacking and Bracing, Hand-Guided Lagging Hammer Whaling Bracing; Crushed Stone Yards and Gravel and Sand Pit Laborers and all other similar plants; Demolition, Wrecking and Salvage Laborers: Wrecking and dismantling of buildings and all structures, with use of cutting or wrecking tools, burning or cutting, breaking away, cleaning and removal of all masonry, wood or metal fixtures for salvage or scrap, All hooking, unhooking, signaling of materials for salvage or scrap removed by crane or derrick; Digging under streets, roadways, aprons or other paved surfaces; Driller, Chuck Tender, Outside Nipper; Dry-packing of concrete (plugging and filling of she-bolt holes); Excavation, Preparation of street ways and bridges; Fence and/or Guardrail Erector; Dismantling and/or re-installation of all fence; Finegrader; Firewatcher; Flagman (Coning, preparing, establishing and removing portable roadway barricade devices); Signal Men on all construction work defined herein, including Traffic Control Signal Men at construction site; Garbage and Debris Handlers and Cleaners; Gas, Pneumatic, and Electric Tools, not listed Group 1 (except Rototiller); General Clean-up: sweeping, cleaning, washdown, wiping of construction facility, and equipment (other than "Light Clean-up" [Janitorial] Laborer); General Excavation and Grading (all labor connected therewith); Digging of trenches, ditches and manholes and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose; Excavations and foundations for buildings, piers, foundations and holes, and all other construction; General Laborer; Guniting Operator; Junk Yard Laborers (same as Salvage Yard); Landscape Nursery Laborers; Laser Beam "Target Man" in connection with Laborers' work; Layout Person for Plastic (when work involves waterproofing for waterpools, artificial lakes and reservoirs); Limbers, Brush Loaders, and Pilers; Loading, Unloading, carrying, distributing and handling of all rods and material for use in reinforcing concrete construction (except when a derrick or outrigger operated by other than hand power is used); Loading, unloading, sorting, stockpiling, handling and distribution of water mains, gas mains and all pipes; Loading and unloading of all materials, fixtures, furnishings and appliances from point of delivery to stockpile to point of installation; hooking and signalling from truck, conveyance or stockpile; Material Yard Laborers; Parks and Sports arenas and all recreational center employees; Pipelayer Tender; Pipewrapper, Caulker, Bander, Kettlemen, and men applying asphalt, Laykold, Creosote, and similar-type materials (pipe under 6 inches);

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Plasterer Laborer (including Hod Carrier); Preparation, construction and maintenance of roadbeds and sub-grade for all paving, including excavation, dumping, and spreading of sub-grade material; Prestressed or precast concrete slabs, walls, or sections: all loading, unloading, stockpiling, hooking on of such slabs, walls or sections; Quarry Laborers; Railroad, Streetcar, and Rail Transit Maintenance and Repair; Removal of surplus material; Roustabout; Rubbish Trucks in connection with Building Construction Projects (excluding clearing, grubbing, and excavating); Salvage Yard: All work connected with cutting, cleaning, storing, stockpiling or handling of materials, all cleanup, removal of debris, burning, back-filling and landscaping of the site; Scaffolds: Erection, planking and removal of all scaffolds used for support for lathers, plasters, brick layers, masons, and other construction trades crafts; Scaffolds: (Specially designed by carpenters) laborers shall tend said carpenter on erection and dismantling thereof, preparation for foundation or mudsills, maintenance; Scraping of floors; Screeds: Handling of all screeds to be reused; handling, dismantling and conveyance of screeds; Setting, leveling and securing or bracing of metal or other road forms and expansion joints; Sheeting Piling/trench shoring (handling and placing of skip sheet or wood plank trench shoring); Ship Scalers; Shipwright; Sign Erector (subdivision traffic, regulatory, and street-name signs); Sloper; Slurry Seal Crews (Mixer Operator, Applicator, Squeegee Man, Shuttle Man, Top Man); Snapping of wall ties and removal of tie rods; Soil Test operations of semi and unskilled labor such as filling sand bags; Striper (Asphalt, Concrete or other Paved Surfaces); Tagging and Signaling of all building materials into high-rise units; Tool Room Attendant (Job Site); Traffic Delineating Device Applicator; Underpinning, lagging, bracing, propping and shoring, loading, signaling, right-of-way clearance along the route of movement, The clearance of new site, excavation of foundation when moving a house or structure from old site to new site; Utilities employees; Water Man; Waterscape/Hardscape Laborers; Wire Mesh Pulling (all concrete pouring operations); Wrecking, stripping, dismantling and handling concrete forms an false work.

GROUP 3: Licensed Powdermen.

GROUP 4: Gunnite Operator; High Scaler (working suspended), Pipelaying.

GROUP 5: Window Washer (Outside) (Working from bosun's chair and/or cable-suspended scaffold or work platform).

GROUP 6: Light Clean-Up.

	Rates	Fringes
Landscape & Irrigation Laborers		
Group 1.....	\$ 18.36	5.82
Group 2.....	\$ 18.86	5.82
Group 3.....	\$ 15.11	5.82

LABORERS CLASSIFICATIONS

GROUP 1: Installation of non-potable permanent or temporary irrigation water systems performed for the purposes of Landscaping and Irrigation architectural horticultural work; the installation of drinking fountains and permanent or temporary irrigation systems using potable water for Landscaping and Irrigation architectural horticultural purposes only. This work includes (a) the installation of all heads, risers, valves, valve boxes, vacuum breakers (pressure and non-pressure), low voltage electrical lines and, provided such work involves electrical wiring that will carry 24 volts or less, the installation of sensors, master control panels, display boards, junction boxes, conductors, including all other components for controllers, (b) and metallic (copper, brass, galvanized, or similar) pipe, as well as PVC or other plastic pipe including all work incidental thereto, i.e., unloading, handling and distribution of all pipes fittings, tools, materials and equipment, (c) all soldering work in connection with the above whether done by torch, soldering iron, or other means; (d) tie-in to main lines, thrust blocks (both precast and poured in place), pipe hangers and supports incidental to installation of the entire irrigation system, (e) making of pressure tests, start-up testing, flushing, purging, water balancing, placing into operation all irrigation equipment, fixtures and appurtenances installed under this agreement, and (f) the fabrication, replacement, repair and servicing of landscaping and irrigation systems. Operation of hand-held gas, air, electric, or self-powered tools and equipment used in the performance of Landscape and Irrigation work in connection with architectural horticulture; Choke-setting, signaling, and rigging for equipment operators on job-site in the performance of such Landscaping and Irrigation work; Concrete work (wet or dry) performed in connection with such Landscaping and Irrigation work. This work shall also include the setting of rock, stone, or riprap in connection with such Landscape, Waterscape, Rockscape, and Irrigation work; Grubbing, pick and shovel excavation, and hand rolling or tamping in connection with the performance of such Landscaping and Irrigation work; Sprigging, handseeding, and planting of trees, shrubs, ground covers, and other plantings and the performance of all types of gardening and horticultural work relating to said planting; Operation of flat bed trucks (up to and including 2 1/2 tons).

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

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

	Rates	Fringes
Underground Laborer		
GROUP 1.....	\$ 24.75	12.70
GROUP 2.....	\$ 26.25	12.70
GROUP 3.....	\$ 26.75	12.70
GROUP 4.....	\$ 27.75	12.70
GROUP 5.....	\$ 28.10	12.70
GROUP 6.....	\$ 28.35	12.70
GROUP 7.....	\$ 28.80	12.70

GROUP 1: Watchmen; Change House Attendant

GROUP 2: Swamper; Brakeman; Bull Gang-Muckers, Trackmen;

Dumpmen (any method); Concrete Crew (includes rodding and spreading); Grout Crew; Reboundmen

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

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

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

GROUP 6: Shifter

GROUP 7: Shifter (Shaft Work & Raiser)

* PAIN1791-001 01/01/2005

	Rates	Fringes
Painters:		
Brush.....	\$ 26.55	22.10
Sandblaster; Spray.....	\$ 27.05	22.10

PAIN1889-001 07/01/2003

	Rates	Fringes
Glazier.....	\$ 24.93	19.10

PAIN1926-001 02/27/2004

	Rates	Fringes
Soft Floor Layer.....	\$ 23.65	17.05

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PAIN1944-001 01/01/2005

	Rates	Fringes
Taper.....	\$ 35.00	13.55

PLAS0630-002 08/30/2004

	Rates	Fringes
Cement Masons:		
Cement Masons.....	\$ 27.25	18.22
Trowel Machine Operators....	\$ 27.40	18.22

PLUM0675-001 01/02/2005

	Rates	Fringes
Plumber, Pipefitter, Steamfitter & Sprinkler Fitter.	\$ 31.35	17.75

ROOF0221-001 04/28/2002

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 28.10	12.83

SHEE0293-001 09/01/2002

	Rates	Fringes
Sheet metal worker.....	\$ 33.47	14.12

SUHI1997-001 09/15/1997

	Rates	Fringes
Drapery Installer.....	\$ 13.60	1.20

SUHI1997-002 09/15/1997

	Rates	Fringes
Fence Erector-Chain Link Fence.	\$ 9.33	1.65

RIGGERS; WELDERS - Receive rate prescribed for craft performing operation to which rigging or welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
621.4140	Reflector Marker (RM-2) Bi-Directional with Flex Post	14	Each	\$ _____	\$ _____
621.4150	Reflector Marker (RM-3) Bi-Directional with Flex Post	4	Each	\$ _____	\$ _____
621.4160	Reflector Marker (RM-4) with Steel Post	4	Each	\$ _____	\$ _____
621.4170	Type II Object Marker	18	Each	\$ _____	\$ _____
621.4180	Type III Barricades with Lamps	6	Each	\$ _____	\$ _____
621.5100	Regulatory and Warning Sign (10 Square Feet or Less) with Post	19	Each	\$ _____	\$ _____
621.7000	Construction Sign	14	Each	\$ _____	\$ _____
621.7100	Construction Sign with Posts	4	Each	\$ _____	\$ _____
621.7120	Construction Sign with Two Posts	6	Each	\$ _____	\$ _____
622.1000	Street Lighting Luminaire and Bracket Arm	8	Each	\$ _____	\$ _____
622.2000	Wood Pole, 30 Foot Luminaire and Bracket Arm	3	Each	\$ _____	\$ _____
622.3000	2/C #6 Aerial Cable	L.S.	L.S.	L.S.	\$ _____
622.8000	Detour Road Lighting System	L.S.	L.S.	L.S.	\$ _____
624.0040	2-1/2 - Inch Copper Pipe	140	Lin Ft	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
624.0050	4-Inch PVC Pipe (DR 18)	175	Lin Ft	\$ _____	\$ _____
624.0060	6-Inch PVC Pipe (DR 18)	57	Lin Ft	\$ _____	\$ _____
624.0070	8-Inch PVC Pipe (DR 18)	19	Lin Ft	\$ _____	\$ _____
624.0080	16-Inch PVC Pipe (DR 18)	179	Lin Ft	\$ _____	\$ _____
624.0150	4-Inch Ductile Iron Pipe (Class 52)	360	Lin Ft	\$ _____	\$ _____
624.0180	16-Inch Ductile Iron Pipe (Class 52)	206	Lin Ft	\$ _____	\$ _____
624.0190	2-1/2 - Inch Gate Valve (Class 150)	1	Each	\$ _____	\$ _____
624.0191	4-Inch Gate Valve (Class 150)	3	Each	\$ _____	\$ _____
624.0192	6-Inch Tapping Valve (Class 150)	2	Each	\$ _____	\$ _____
624.0193	8-Inch Gate Valve (Class 250)	1	Each	\$ _____	\$ _____
624.0194	8-Inch Flap Valve (Class 150)	1	Each	\$ _____	\$ _____
624.0195	16-Inch Butterfly Valve (Class 150)	1	Each	\$ _____	\$ _____
624.0199	Valve Marker	1	Each	\$ _____	\$ _____
624.0200	4-Inch Cast Iron Fittings (Class 350)	445	Pound	\$ _____	\$ _____
624.0220	8-Inch Cast Iron Fittings (Class 350)	110	Pound	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
624.0250	16-Inch Cast Iron Fittings (Class 350)	3,520	Pound	\$ _____	\$ _____
624.0270	Type A Manhole	1	Each	\$ _____	\$ _____
624.0273	3/4-Inch Air Relief Valve (255 psi) and all appurtenances	3	Each	\$ _____	\$ _____
624.0300	16-Inch x 16-Inch x 8-Inch Blow-off Tee (Class 250)	1	Each	\$ _____	\$ _____
624.0310	16-Inch x 16-Inch x 6-Inch Tapping Tee (Class 250)	1	Each	\$ _____	\$ _____
624.0500	Fire Hydrant Assembly (7'-0")	2	Each	\$ _____	\$ _____
624.1000	12-Inch Valve Box	6	Each	\$ _____	\$ _____
624.1100	Type "A" Meter Box	7	Each	\$ _____	\$ _____
624.1200	Type "III" Meter Box	2	Each	\$ _____	\$ _____
624.3500	1-Inch Copper Service Lateral with Type "A" Copper Service Connections and all appurtenances	6	Each	\$ _____	\$ _____
624.3600	1-1/4 Inch Copper Service Lateral with Type "D" Copper Service Connections and all appurtenances	2	Each	\$ _____	\$ _____
624.3700	1-1/2 Inch Copper Service Lateral with Type "C" Copper Service Connections and all appurtenances	1	Each	\$ _____	\$ _____
628.1000	Shotcrete for Slope Protection	75	Cu Yd	\$ _____	\$ _____

NPDES Form C Storm Water Discharge Approval

LINDA LINGLE
GOVERNOR OF HAWAII



CHIYOME L. FUKINO, M.D.
DIRECTOR OF HEALTH

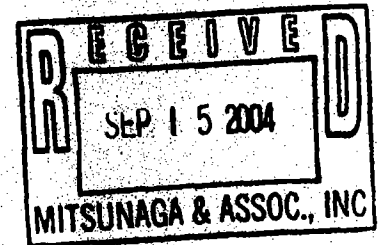
STATE OF HAWAII
DEPARTMENT OF HEALTH
P.O. BOX 3378
HONOLULU, HAWAII 96801-3378

In reply, please refer to:
END / CWB

R10B995.FNL

September 10, 2004

The Honorable Rodney K. Haraga
Director
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813



Attention: Mr. Glenn M. Yasui
Administrator, Highways Division

Dear Mr. Haraga:

Subject: NOTICE OF GENERAL PERMIT COVERAGE (NGPC)
National Pollutant Discharge Elimination System (NPDES) for
Replacement of Kokololio Bridge
Island of Oahu, Hawaii
File No. HI R10B995

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

DEPARTMENT OF TRANSPORTATION STATE OF HAWAII

(hereinafter PERMITTEE)

is authorized to discharge storm water associated with construction activity from the subject project to Kokololio Stream, Class 2, Inland Waters, at the coordinates:
Latitude 21°37'30"N and Longitude 157°55'20"W.

The Permittee shall:

1. Comply with HAR, Chapter 11-55, Appendix C, NPDES General Permit Authorizing Discharges of Storm Water Associated with Construction Activities (enclosed).

2. Comply with HAR, Chapter 11-55, Appendix A, DOH, Standard General Permit Conditions (enclosed).
3. Comply with HAR, Chapter 11-55, Sections 11-55-34.04(a), 11-55-34.07, 11-55-34.11, 11-55-34.12 (enclosed), and any other sections applicable to the subject activity.
4. Comply with all materials submitted in and with the retained copy of the Notice of Intent (NOI), dated August 16, 2004.
5. Submit the following NOI Form C application information at least 30 days before the start of construction activities:
 - a. Item 3 - General contractor information;
 - b. Item 15.a.ii.7 - Areas used for the storage of soils or wastes;
 - c. Item 15.a.ii.9 - The location(s) and descriptions of all structural controls including those that will be used to divert offsite storm water from flowing into the construction site;
 - d. Item 15.b - Construction Best Management Practices (BMPs) Plan; and
 - e. Item 15.c - The Site-Specific Construction BMPs Plan, which shall include:
 - i. A map or drawing showing the location of the drainage detention basin.
 - ii. A map or drawing showing the location of the stabilized construction entrance. A detail with dimensions shall also be provided.
 - iii. A map or drawing showing the location of the silt fence and sandbags. A detail with dimensions shall also be provided.
6. Operate, implement, and maintain the project site BMPs Plan to ensure that storm water discharges associated with construction activities will not cause or contribute to a violation of applicable State water quality standards.
7. Submit any changes to information on file with the Clean Water Branch (CWB) as soon as such changes arise, and properly address all related concerns and/or comments to the CWB's satisfaction.
8. Complete and submit the enclosed Solid Waste Disclosure Form for Construction Sites to the Office of Solid Waste Management (OSWM) as specified on the form.

The Honorable Rodney K. Haraga
September 10, 2004
Page 3

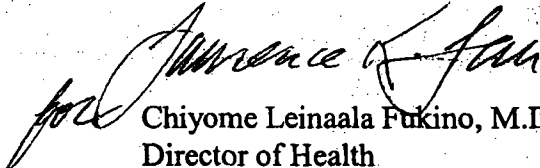
9. Complete and submit the Notice of Cessation (NOC) Form (CWB-NOC Form) to the CWB within two (2) weeks of completion of the subject project. The CWB-NOC Form can be downloaded from our website at:
<http://www.hawaii.gov/health/environmental/water/cleanwater/forms/pdf/cwb-noc.pdf>.

This NGPC will take effect on the date of this notice. This NGPC will expire at midnight, November 6, 2007, or when amendments to HAR, Chapter 11-55, Appendix C, are adopted, whichever occurs first. Any non-compliance with the conditions of this NGPC may be subject to penalties of up to \$25,000 per violation per day.

This NGPC does not obviate the need to obtain other Federal, State, or local authorizations required by law.

If you have any questions, please contact Mr. Darryl Lum of the Engineering Section, CWB, at 586-4309.

Sincerely,



Chiyome Leinaala Fukino, M.D.
Director of Health

- Enclosures: 1. HAR, Sections 11-55-01 and 11-55-34 to 11-55-34.12
2. HAR, Chapter 11-55, Appendices A and C
3. Title 40, Code of Federal Regulations Citations as referenced in HAR, Chapter 11-55, Water Pollution Control, Appendix A
4. Solid Waste Disclosure Form for Construction Sites

c: Mr. James Fu, DOT (w/ encls.)
Mr. Chad McDonald, Mitsunaga & Associates, Inc.
(w/encls., w/Receipt No. 09946 for \$500 Filing Fee)
OSWM, DOH (w/o encls.)

NPDES Form G-Dewatering Comments



FAX TRANSMITTAL

State of Hawaii Department of Health
Environmental Management Division
Clean Water Branch - Engineering Section
Phone No.: (808) 586-4309
Fax No.: (808) 586-4352

Fax to: Mr. Chad McDonald
Civil Division Manager
Company: Mitsunaga & Associates, Inc.
Fax No.: 946-2563

Date: December 21, 2004
Fax from: Shane Sumida

Total Pages, incl. cover: 4

Copies to: Mr. James Fu, Project Manager
State Department of Transportation
Fax No.: 692-7617

Subject: Replacement of Kokololio Stream Bridge
Kamehameha Highway - Mile Post 20.21
Koolaulua, Hauula, Oahu, Hawaii 96707
File No. HI 04GB996

The Department of Health (Department) acknowledges receipt of your Notice of Intent (NOI), dated August 16, 2004, and filing fee submitted on behalf of the State Department of Transportation, Highways Division, for coverage under the National Pollutant Discharge Elimination System (NPDES) general permit for the discharges associated with construction activity dewatering for the subject facility/site. We have reviewed your NOI and have determined that it is incomplete.

In order to process your coverage under the Hawaii Administrative Rules (HAR), Chapter 11-55, Appendix G, NPDES General Permit Authorizing Discharges Associated With Construction Activity Dewatering, we request that you submit the following information to our office to complete your NOI. Until your NOI is complete, the Department cannot proceed with the processing for your coverage under the applicable NPDES General Permit.

1. Item 7. Location Map

Provide a map showing the proposed location of the dewatering system and discharge point.

2. Item 13. Project Description

a. Item 13.b. Portion of the project involving construction dewatering

- i. Specify which portions of the construction activity require dewatering.
- ii. Provide a copy of the construction plans, reduced size preferred, of the portion of the project involving construction dewatering, including the plan and profile views of the excavation with details and dimensions.

b. Item 13.c. Construction schedule

According to the proposed schedule provided, the project should have already started. Provide an updated construction schedule, including the bid process (request for bids, bid award, etc.). The proposed construction schedule shall include the dates when the contractor will begin and end site disturbance, and the dates when the contractor will begin and end the construction dewatering process.

c. Item 13.d. Time frame of the proposed discharges

Describe the time frame of when the proposed discharges will take place during the work day (work hours, overnight, 24 hours a day, etc.).

3. Item 15. Water Quality Parameters

A source water quality sample shall be collected and analyzed for all of the parameters listed. Provide a copy of the laboratory data sheets with the Quality Assurance/Quality Control and Chain of Custody documents, and the sample collection technique, as applicable. The source water quality data may be collected from sites allowed by the Director. The analysis shall include an explanation and evaluation of the source water quality data collected with respect to the applicable specific numeric criteria for the receiving water(s) specified under HAR, Chapter 11-54. Additional instructions are provided in the Guidelines for CWB-NOI Form G.

4. Item 19. Dewatering Plan

a. Item 19.a.ii. Treatment design

The treatment design shall provide a description of dewatering treatment from intake to discharge (i.e., sheet piled excavation, slotted intake pipe, gravel filter, filter fabric around intake, sedimentation basin, filter tank, etc.).

i. Include detailed drawings, with dimensions, of the dewatering system and a map showing the location of the system in relation to the construction activity.

ii. Provide the Material Safety Data Sheet for the coagulant.

b. Item 19.a.iv. Calculations used in the treatment design

Provide calculations to estimate the dewatering flow rate and to determine the adequacy of the treatment system.

Mr. Chad McDonald
Mitsunaga & Associates, Inc.

FAX TRANSMITTAL

December 21, 2004

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Coverage under the general permit shall begin upon receipt of a NGPC from the Department for your proposed activity or discharge.

A receipt for the filing fee will be provided in a future correspondence. Should you have any questions regarding your permit processing, please contact Mr. Shane Sumida of the Engineering Section, Clean Water Branch, at (808) 586-4309.

5. **Item 20. Dewatering System Maintenance Plan**

a. **Item 20.a.ii.(2) Operations plan**

The information provided for this item appears to be from a different project. Provide the operation plan for this construction activity.

b. **Item 20.a.ii.(3) Maintenance scheduling or action criteria**

This item should address when or under what conditions maintenance of the dewatering system (pumps, piping, treatment system, etc.) will take place. How often will the dewatering effluent treatment system be checked?

c. **Item 20.a.ii.(5) Sediment handling disposal plan**

This item should address how the sediment material, including excavate, will be handled, including stored, dried, and disposed of.

d. **Item 20.a.ii.(6) Monitoring and visual inspection program**

The dewatering discharge shall be monitored, collected, and analyzed in accordance with the Notice of General Permit Coverage (NGPC) and HAR, Chapter 11-55, Appendix G.

e. **Item 20.a.ii.(8) Effluent control plan**

The effluent control plan shall describe the normal dewatering operations (pump, treatment, discharge).

All submittals to complete the NOI shall contain the following signed certification:

"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."

Your NOI has been assigned the file number, HI 04GB996, and it is requested that you refer to this number in future correspondence. Provide an original and copy of the entire submittal.

LINDA LINGLE
GOVERNOR OF HAWAII



CHIYOME L. FUKINO, M.D.
DIRECTOR OF HEALTH

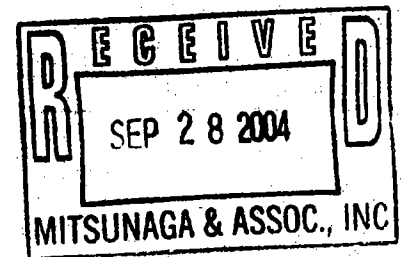
STATE OF HAWAII
DEPARTMENT OF HEALTH
P.O. BOX 3378
HONOLULU, HAWAII 96801-3378

In reply, please refer to:
EMD / CWB

09072CEC.04

September 24, 2004

Mr. George P. Young, P.E., Chief
Regulatory Branch
U.S. Army Engineer District, Honolulu
Department of the Army
Building 230
Fort Shafter, Hawaii 96858-5440



Dear Mr. Young:

Subject: Comments on Pre-construction Notification (PCN) Information Submitted by the Department of Transportation (DOT), Highways Division (HD), for the Kokololio Stream Bridge Replacement Project, Island of Oahu
File No. WQC 0000640/DA File No. 200300135
TMK Nos.: 5-5-006:001, 5-5-006:011, 5-5-001:007, and 5-5-001:055

Thank you for the opportunity to review and comment on the subject PCN transmitted with your letter of September 9, 2004. The PCN was received on September 15, 2004. The Department of Health (Department), Clean Water Branch (CWB), has also received a copy of an Individual Section 401 Water Quality Certification (WQC) application (dated August 16, 2004) from the HD/DOT for the subject project. The Section 401 WQC application was submitted to the CWB on August 26, 2004. In addition, the CWB also received a revised Section 401 WQC application (hereafter the "Application") transmitted with a transmittal (dated September 20, 2004) from Mr. Chad M. McDonald of the Mitsunaga & Associates, Inc., the duly authorized representative.

The HD/DOT proposes to replace the Kamehameha Highway bridge located at Kokololio Stream, Hauula, Island of Oahu. In order to allow access to the bridge site for construction, the HD/DOT would construct a temporary detour (bypass) road upstream of the bridge site. Proposed work requiring Department of the Army (DA) permit authorization includes the discharge of fill material into a non-tidal reach of the intermittent stream to create a culvert crossing for the temporary detour (bypass) road. It would also include the discharge of fill for relocation of the existing 16-inch and 4-inch water lines crossing.

The Honolulu Engineer District of the U.S. Army Corps of Engineers (COE) plans to authorize the proposed activity under COE's Nationwide Permit authority at 33 CFR 330 and the

Mr. George P. Young, P.E.
September 24, 2004
Page 2

January 15, 2002 Notice of Issuance of Nationwide Permits (67 FR 2020), Paragraphs B.12 (Utility Line Activities) and B. 33 (Temporary Construction, Access and Dewatering) (Section 404).

Based on information contained in PCN, the Application, and telephone discussion between Mr. Ken Santana of the Mitsunaga & Associates, Inc. and Mr. Edward Chen of the CWB on September 17, 2004, it was agreed that to qualify for a coverage authorized under the Department's conditional blanket Section 401 WQC (File No. WQC 000543), the following information required in Section 5 (Notification Requirements) of File No. WQC 0000543 shall be submitted to complete the PCN:

1. Item 5.a (4) A Site-Specific Best Management Practices (BMPs) Plan was not submitted..

The BMPs Plan shall be designed, implemented, operated, and maintained by the Permittee in a manner to properly isolate and confine the construction activity(ies) and to contain and prevent any potential pollutant(s) discharges from adversely impacting the State waters.

The BMPs Plan, at a minimum, shall include site characterization; construction sequence; construction method; characteristics of the discharge and potential pollutants associated with the proposed construction activity; and proposed control measures and/or treatment.

A site-specific BMPs Plan shall also include a detailed Temporary Construction and Restoration Plan (Plan) if temporary construction activities such as the construction of erosion control measures, temporary construction access, temporary stream diversion (dewatering) measures, staging and storage areas, desilting and/or dewatering basins, or any other similar activities that are needed for the project construction and to be authorized under any applicable Nationwide Permit(s). The Plan shall include typical section, location, and material to be used for the temporary structures, duration the temporary structures to be left in State waters and/or on land, BMPs and/or mitigation measures to be used for the construction and removal of the temporary structures, color photographs taken at all disturbed areas (including both upland and aquatic environment) before and after the proposed construction activities, information on the physical, chemical, and biological property of the disturbed areas, methods to be used to restore the disturbed areas, and methods to be used to determine the adequacy of the restoration activity. If restoring the site to its preconstruction condition is impractical or impossible, a written justification and the detailed disturbed site stabilization plan acceptable to the site/project owner, as appropriate, shall be submitted for review and comment.

2. Item 5.a.(6) An Applicable Monitoring and Assessment Plan was not submitted.

The Plan shall include description of the methods and means being used or proposed to monitor the quality and characteristics of the discharge; the operation of equipment or facilities employed in the control of the proposed discharges; a map showing the location(s) of the monitoring point(s); reporting requirements; and assessment of monitoring results to demonstrate how the project construction activity would be in compliance with the applicable State Water Quality Standards.

The Department has determined that the PCN can be processed under the authorization of the Department's conditional blanket Section 401 WQC (File No. WQC 0000543) if all environmental concerns are properly addressed. Therefore, an individual Section 401 WQC application is unnecessary. The individual Section 401 WQC application is considered as the supplemental information submitted to support the PCN. By a copy of this letter, we are returning the original filing fee (Mitsunaga & Associates, Inc., Bank of Hawaii Main Branch 001, check #23123 for \$1,000) to the Mitsunaga & Associates, Inc.

It was also agreed that the processing of this PCN shall be terminated effective the date of this letter. The processing of the PCN shall be reactivated upon receipt of the acceptable information as listed above. The Department shall have 30 days to review and provide comment after receiving a copy of the submittal. The HD/DOT and Mitsunaga & Associates, Inc. shall properly address the Department's concern(s) and comment(s), if any, within 30 days of the Department's notification. Failure to properly address the Department's concern(s) or comment(s) or correct a deficiency shall be sufficient grounds for denial of a WQC coverage without prejudice. The HD/DOT and Mitsunaga & Associates, Inc. may resubmit a complete PCN for a Section 401 WQC coverage.

The HD/DOT and Mitsunaga & Associates, Inc. shall include the File number WQC 0000640 and the following certification in all future correspondence with the Department regarding this project:

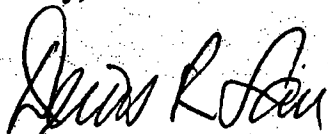
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage 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."

Mr. George P. Young, P.E.
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Failure to provide the File number WQC 0000640 assigned to this project in any future correspondence or inquiry may be a basis to delay the processing of the correspondence.

Should you have any questions, please contact Mr. Edward Chen of the Engineering Section, CWB, at 586-4309.

Sincerely,



DENIS R. LAU, P.E., CHIEF
Clean Water Branch

EC:np

c: HD, DOT
Commission on Water Resource Management, DLNR
CZM Program, Office of Planning, DBEDT
Mr. Chad McDonald, Mitsunaga & Associates, Inc. (w/BOH check #23123)

March 15, 2005

Questions from prospective bidders (with D.O.T. responses)
for: Kamehameha Highway, Route 83, Replacement of Kokololio Stream Bridge
Replacement; Project No. BR-083-1(50)

I. Questions from Sun Industries (3/7/05):

1. Question from Sun Industries (3/7/05): Please clarify which specification for payment of subcontractors is to be followed for this project (once) the project is completed. Section VII PAYMENT of the Regulatory requirements for DBE states that final payment to a sub is to be made within 10 days of completion of work. Specification Section 109.13 PROMPT PAYMENT states that final payment of all monies is due within 10 days after FINAL payment to the Contractor. Which specification is to be followed?
Response to #1: Note that Section 109 – Measurement and Payment has been revised via Addendum #1 and is now consistent with Section VII – Payment of the Regulatory requirements for DBE.
2. Question from Sun Industries (3/7/05): Sheet 3 of the project plans. Note 14 states that no work is allowed within 10 ft. of any overhead wires. Who is responsible for protecting or relocating of these lines if work is within 10 ft.? Our equipment will be within 10 ft. of overhead lines.
Response to #2: The Contractor will need to notify HECO about the need to work within 10 feet of the over head lines to complete their construction and ask them to blanket the lines in concern.
3. Question from Sun Industries (3/7/05): Plan Sheet 15 of the project plans. The plans state "ET-2000 Plus ... (6.25 LF)". What does this mean? Sheet 40: ET-2000 plus shows the ET-2000 as 50 LF.
Response to #3: The guardrail call-outs on Sheet 15 indicate the lengths for the various guardrail types. The "(6.25 LF)" noted for the leading and trailing end pieces for the ET-2000 Plus is the 6'-3" section for that item as noted on Sheet 40.
4. Question from Sun Industries (3/7/05): Plan Sheet 15 of the project plans. Station 1293+20 states to install a FLEAT 350. How does this get paid for? There is no bid item for a FLEAT 350. There are also no details for the FLEAT 350 in the project plans.
Response: Replace "FLEAT 350" at Station 1293+20 on Sheet 15 to "ET-2000 Plus".

5. Question from Sun Industries (3/7/05): Sheet 15 of the project plans. This sheet indicates 9 each ET-2000 Plus to be installed. Bid item 606.7000 Terminal Section, Type ET-2000 has a bid quantity of 10 each. Which is correct? Also, we assume that this bid item refers to the ET-2000 Plus as indicated on the Plans. Please confirm.
Response: Referring to Response to item #4, the bid quantity of 10 each ET-2000 Plus is correct.
6. Question from Sun Industries (3/7/05): Sheet 35 of the project plans. Details for the W-beam strong post indicate that the post size to be used in W6x9; this is not the current state highway standard. Please confirm what size post is to be used on this project.
Response: Plan Sheet 35 has been revised and is being issued in Addendum #1 and successfully addresses this question. The post size should be revised to "W6x8.5".
7. Question from Sun Industries (3/7/05): (Plan) Sheet 39 of the project plans. This sheet details the guardrail with rubrail when there is an obstruction. The project plans do not indicate this situation. Is this situation used on this project? If so, how does it get paid?
Response: The "Guardrail Installation at Obstructions" shown on Sheet 39 shall be applied at the location of the existing utility pole at Station 1288+27 offset left. Please also refer to the Detail "Retaining Wall at Utility Pole" shown on Sheet 43. A note will be added to Sheet 39 as part of Addendum #1 to state that the payment of this item will be incidental to Item No. 606.3111 of the Proposal Schedule.
8. Question from Sun Industries (3/7/05): (Plan) sheet 42 of the project plans. This sheet has typical details for work zone speed limit signs. This is in conflict with (Plan) Sheet 21 of the project plans. Please clarify what is to be installed for the work zone signage.
Response: The Traffic Control Plan signage shown on Sheet 21 shall be installed for the project and take priority over the general work zone signage shown on Sheet 42.
9. Question from Sun Industries (3/7/05): (Plan) Sheet 65 of the project plans. Detail A Metal Railing Det. The plans indicate that the handrailing is to be fully shop welded and fabricated to the anchor plates that are embedded into the top of the concrete railing. Please confirm this detail. Or should the railing post be "field" welded to the plate after the casting of the concrete? It will be impossible to install the railing into the precast concrete railing at the time of pouring. How is this to be done?

Response: The railing post shown in Detail A on Sheet 65 may be welded in the field to the plate after the casting of the concrete rail section.

10. Question from Sun Industries (3/7/05): (Plan) Sheet 65 of the project plans, Detail B metal railing expansion joint. At the end post, the plans show that the anchor bolt is 1 5/8" diameter. This seems a little big for the 4"x4" tube that it will connect to. Please confirm the diameter of the anchor bolt to be used.

Response: The anchor bolt shown in Detail B on Sheet 65 as 1-5/8" in diameter actually means one bolt with a 5/8" diameter.

II. Question from Hawaiian Dredging (3/8/05):

1. On Plan Sheet 18 (C-16) there are six (6) 1" Copper Service Lateral with Type "A" Service Connections shown. The bid quantity is four (each). Service Lateral No. 3 is supposed to be a 1" Copper Service Lateral with Type "A" Service Connections but the plan shows a 2-1/2" Copper Waterline size.

The plans show one (1) each Copper Service Lateral with Type "C" Service Connection but the bid proposal quantity is three (3) each.

The plans show two (2) each Copper Service Lateral with Type "D" Service Connection but the bid proposal quantity is three (3) each.

Bid Item No. 624.3700 : 1-1/2" Copper Service Lateral with Type "B" Copper Service Connection shows a quantity for one (1) each but the plans show none.

Response: The quantities on Plan Sheet 18 (C-16) are correct for the Type "A", "B" and "C" and "D" Service Lateral Connections. The related Proposal items will be corrected and distributed to all bidders via addendum.

Service Lateral No. 3 is Type "A" Service Connection meter but with a 2-1/2" Copper Waterline size to match the exiting line size. The larger line size is to overcome head loses that occur due to the long line length.

2. On Plan Sheet 21 (C-19) there are six (6) Type III Barricades with Lamps. What bid item will cover the cost for these barricades?

Response: Bid Item No. 621.4180 – Type III Barricades with Lamps was added to the Proposal Schedule and will be distributed to all bidders via addendum.

3. On Plan Sheet 16 (C-14), what is the thickness of the dumped riprap?
Can a section detail be provided?

Response: A section detail for the dumped riprap was added and will be distributed to all bidders via addendum.

III. Questions from Safety Systems:

1. Question from Safety Systems (3/7/05 & 3/9/05): Does the Absorb 350 crash cushion shown on Plan Sheet 31 (C-29) and Sheet 33 (C-31) need to meet NCHRP Test Level 2?

Response: Yes. The TL-2 rating is may be used for up to a 44 mph design speed.

2. Question from Safety Systems (3/9/05): Plan Sheet 9 calls for the relocation of an existing bus stop sign; but Plan Sheet 21 calls for the removal of the existing & provision for a new bus stop sign. Do you require a new bus stop sign? Please clarify.

Response: Plan Sheet 21 (C-19) is correct. Please disregard the relocation note on Sheet 9 (C-11).

- IV. Question from Okada Trucking (3/9/05): Concerning the Electrical Plan Sheets and Plan Sheet 73, in particular, Note 5 says: "All Utility costs associated with the Detour Road Lighting System, including Service charges, shall be considered as incidental to the cost of the detour road lighting system. All utility costs shall be billed to the Contractor". Request clarification.

Response: The wording "utility costs" in Note 5 on Plan Sheet 73 is intended to refer to energy usage during construction by the Contractor (construction power). Also, regarding the Electrical Plan sheets, the Contractor will be providing all items except those items called out: "By HECO". Also, HECO presently does not sign on the Approved signature block; they now provide signature on their own stamp titled: "Drawing Review".

- V. Question from Harry Asato Painting, Inc.: "We are bidding on Section 629 – Pavement Markings. According to State Std's, TE-67 ... the edge line is 8" instead of 4".

Response: 4" line as called out on Plan Sheet 13 shall be used instead of the 8" line.

- VI. Question from Royal Contracting (3-14-05): Regarding the permit Requirement shown on Plan Sheet C-3, will the Contractor be required to obtain all eight (8) permits shown on Plan Sheet C-3?

Response: Please refer to the pre-bid meeting minutes which clarifies this issue.

PRE-BID MEETING NOTES

Project: Kamehameha Highway, Route 83, Replacement of Kokololio Stream Bridge Replacement

Subject: Non-mandatory Pre-bid Conference

Date/Time: March 7, 2005 / 10:00 AM – 2:00 PM

Held: State Department of Transportation, Highways Division, 601 Kamokila Boulevard, Room 611, Kapolei, HI 96707

Present: See attached lists of attendees

Discussed:

A. James Fu opened meeting at approximately 10:00 A.M.:

1. Pre-bid conference was non-mandatory and was intended for clarification prior to bidding.
2. All attendees were requested to please sign.
3. It was stated that any discrepancies would be addressed by addendum.
4. It was stated that the minutes for the meeting would be distributed to all bidders prior to bid opening.
5. Bid opening is scheduled for 2:00 P.M., March 24, 2005.
6. Section 103 of the Special Provisions – Award and Execution of Contract has been revised and will be distributed to all bidders via addendum.
7. Federal Wage Rates has been revised and will be distributed to all bidders via addendum.
8. Permit information: Ken Santana of Mitsunaga & Associates presented some information regarding environmental permits that the winning Contractor must address as soon as possible after the award of the Contract:
 - NPDES Form C (Storm water associated with construction activities) has been approved the State Department of Health. However, the winning Contractor must submit information required in the NGPC (Notice of General Permit Coverage), most importantly those detailed items 5 and 8 which includes, but is not limited to, Construction Best Management Practices (BMPs) Plan, a Site-Specific BMPs Plan and a Solid Waste Disclosure Form for Construction Sites, as soon as possible after award of contract. An

updated construction schedule shall also be submitted to DOH. A copy of the NGPC will be distributed to all bidders via addendum.

- The NPDES Form G (Dewatering Permit) has been filed as a precaution if the Contractor needs to dewater during his construction activities. This is expected to be needed if excavation activities are occurring during a storm event. The Contractor must complete the requirements stated in the Form G DOH comments letter which includes, but is not limited to, a Dewatering and System Maintenance Plan and Water Quality Sample and data analysis (may also be used for Section 401 permit), as soon as possible after award of contract. A copy of the Form G DOH comments letter will be distributed to all bidders via addendum.
- Section 401 and 404 permits (Water Quality Certification) has been filed with the Department of Health and Army Corps of Engineers, respectively. These permits have been partially filled out by the Mitsunaga & Associates; however, in order to give the Contractor flexibility in choosing his own construction methods because the Section 401 Water Quality Monitoring Plan cannot be altered once approved, the winning Contractor must complete this plan, a Site-Specific BMPs Plan specifically to address water quality and a Monitoring and Assessment Plan in order to get the Section 401 and 404 permit approved as soon as possible after award of contract. A copy of the main body of the Section 401 will be distributed to all bidders via addendum. It should be noted that Section 404 is the Army Corps of Engineers equivalent to the State DOH Section 401 permit. The additional plans and information required for the Section 401 permit will be submitted to the Army Corps of Engineers for review and comments also. A copy of the DOH Section 401 comments letter will be distributed to all bidders via addendum.
- The SMA Permit, Section 106 and CZM Permit have been processed and approved. In addition to the environmental permit requirements mentioned above, the contractor will need to obtain a Noise Permit.
- Ken Santana informed the bidders that he may be available to assist the winning Contractor with the completion of these environmental permits. All information and plans submitted to DOH shall be coordinated and copied to James Fu and Ken Santana. See the Pre-bid meeting attendance list attached for their contact information.
- Ken handed out 2 items (see attached):
 1. Attachment #1 (22 pages long): Partially filled out Section 401 permit which will need to be completed and approved by the winning Contractor.

2. Attachment #2 (4 pages long):

- 8 ½" x 11" sheet with Water Pollution and Erosion Control Notes on Plan Sheet C-3, listing the permits required for the project
 - Two 11" x 17" sheets as sample for a BMP Plan and details copied from a previous DOT bridge project.
 - 8 ½" x 11" sheet as sample Sand Bag and Silt Fence detail copied from a previous DOT bridge project.
- The Contractor is recommended to refer to Section 209 – Water Pollution and Erosion Control of the Special Provisions. This section makes mention of the environmental protection requirements noted above in Item 8 of these notes.
 - It should be noted that any submittal made to DOH is required to have the following signed certification within the transmittal, fax or cover letter:

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.

Signature: _____ Date: _____

Printed Name & Title: _____

Company/Organization Name: _____

Phone No.: (808) _____ Fax No.: (808) _____

B. Open discussion from prospective bidders:

1. Question from bidder: "How long will it take from bid opening to notice to proceed for the winning Contractor?"

Response: Refer to Section 103 and 108 of the Special Provisions which states:

Section 103.03: "The award of contract, if it be awarded, will be made within 60 calendar days after the opening of bids, to the lowest responsible bidder whose proposal complies with all the requirements."

Section 108.02: "A notice to proceed will be given to the Contractor not later than 90 days from the date of execution of the contract."

James Fu stated that as a ballpark figure, it will take about 5 months from bid opening to notice to proceed.

2. Sun Industries submitted a request for clarification for 10 items. See document in Addendum #1 titled: "Questions from prospective bidders (with D.O.T. responses) dated March 15, 2005 for responses.
3. Question: "Confirm that no retention is required (A) and if it is up to the Prime Contractor to hold retention on his subcontractors (B)."

A. Response: The following is stated in: "Regulatory Requirements for Federal Aid Projects Regarding Disadvantaged Business Enterprises (DBEs) dated 07/01/04 in the Special Provisions:

Page 1, Section I: "General – The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum."

Page 5, Section VII, last sentence: "The Department will not withhold any amount from any payment to the bidder". Note that Section 109 (dated 2/09/04) of the Special Provisions has been replaced with Section 109 dated 9/01/04 with an addendum. Please see the revised Section 109.09 (A) dated 9/01/04 which also addresses this question.

B. Response: See revised Section 109.13 (A) (1) which states: "When any subcontractor has met all the terms and conditions of the subcontract, and there are no bona fide disputes, the Contractor, upon receiving payment from the State for the work, shall make full payment to the subcontractor of all monies due within 10 days from the receipt of an invoice from the subcontractor. This payment obligation applies to payments made to and payable to all tiers of subcontractors."

Meeting adjourned at approximately 10:45 am

Prepared by: James Fu

Pre-Bid Meeting Attendance List
Kamehameha Highway, Route 83, Replacement of Kokololio Stream Bridge
Federal Aid Project No. BR-083-1(50)
March 7, 2005 / 10:00 a.m.

HDOT Kapolei, Bridge Design Conference Room 611

NAME (print)	Company	Phone	Fax	E-mail Address
1 JAMES FU	H.D.O.T. - HWY-DB	692-7613	692-7617	james.fu@hawaii.gov
2 EIKI NAKAMURA	Hawai'i Trucking	735-3242	735-3232	ekumasaki@hawaii.net
3 NES NAKAMURA	OKADA TRUCKING	841-0138	847-4983	nnakamura@okadatrucking.ca
4 SAN LABRADOR	" "	"	"	slabrador@ " "
5 REID TOKUHARA	H.D.O.T. - HWY-DB	692-7580	692-7590	reid.tokuhara@hawaii.gov
6 KENNETH SANTANA	MITSUMAGA & ASSOCIATES	945-7002 x117	945-7563	mitsunaga-civil@hawaii.net
7 Bennet Lee	SUN Industries	833-1502	834-5830	blee@hawaii.net
8 Franklin Lung	"	"	"	flung@hawaii.net
9 GERALD PANG	DOT - CONSTRUCTION	233-3690	233-3696	gerald.pang@hawaii.gov
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