

**INVITATION FOR BIDS
AND
CONSTRUCTION DOCUMENTS
FOR**

**JOB NO. 18-03
PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18”
MAIN REPLACEMENT, LĪHU'E
KAUA'I, HAWAI'I**

November 2024

**DEPARTMENT OF WATER
COUNTY OF KAUA'I
LĪHU'E, KAUA'I, HAWAI'I**

APPROVED:



Chief Procurement Officer

11/07/24

Date

1 ADMINISTRATION

1.1 INVITATION FOR BIDS.

DEPARTMENT OF WATER, COUNTY OF KAUA'I
**18-03 PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18" MAIN REPLACEMENT,
LĪHU'E
KAUA'I, HAWAI'I**

Pursuant to Chapter 103D, HRS, SEALED TENDERS will be received up to and opened at 2:00 p.m., Hawaiian Standard Time (HST) on **Friday, January 24, 2025**, in the Administration Office of the Department of Water at 4398 Pua Loke Street, Līhu'e, Kaua'i, Hawai'i ("DOW Admin. Office"). Bids received after the date and time specified above shall be rejected. Facsimile offers will not be accepted or considered.

The schedule set out below represents the Department's best estimate of the schedule that will be followed for this competitive sealed bidding procurement process. If an activity in the schedule is delayed, the dates following the delayed activity may be adjusted by the same number of days. All prospective Offerors will be advised by addendum of any changes to the Procurement Schedule.

| Activity | Scheduled Date |
|---|---------------------------------|
| Invitation For Bids Issued | November 8, 2024 |
| Pre-Bid Conference | November 20, 2024 at 9:00am HST |
| Deadline: Receipt of Questions / Comments / Material Substitutions | December 13, 2024 |
| Deadline: Notice of Intent | N/A |
| Department's Responses to Questions / Comments / Material Substitutions | December 20, 2024 |
| Bid Opening | January 24, 2025 at 2:00pm HST |
| Selection / Award Notification | February 2025 |
| Contract Execution Period | March 2025 |
| Contract Tentative Notice to Proceed Date | April 2025 |

The Manager and Chief Engineer also reserves the right to reject any or all bids, in whole or in part, if deemed to be in the best interest of the Department of Water.

Bids must be signed in ink by the person or persons duly authorized to sign bids in the space provided for signature on the Offer form. **Bidders shall submit their offer and all related documents as required in this solicitation through Public Purchase at www.publicpurchase.com.**

BIDDERS ARE HEREBY NOTIFIED THAT EVIDENCE OF THE AUTHORITY OF THE PERSON(S) SIGNING THE BID DOCUMENT IS REQUIRED TO BE INCLUDED WITH THE BID DOCUMENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL BE CAUSE FOR REJECTION OF THE BID AS BEING NON-RESPONSIVE.

SCOPE OF WORK: This contract consists of furnishing all materials, labor, tools, and equipment for the installation of the Project, as indicated in the contract drawings and specifications.
Job No. 18-03 PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18" MAIN REPLACEMENT, LĪHU'E

The Project includes the installation of 6-, 16-, and 18-inch diameter ductile iron water pipe and appurtenances; installation of 2-inch diameter Schedule 80 PVC water pipe, trench excavation; connections to existing waterlines; temporary waterline and temporary service connections; demolition and removal of existing waterlines and appurtenances; replacement of existing service laterals, including water meters and meter boxes; and pavement restoration.

PLANS AND SPECIFICATIONS: The contract documents are to be downloaded electronically. Please email the Department of Water Contracts Officer, Christine Erorita at cerorita@kauaiwater.org for instructions. May be examined and obtained at the DOW Admin. Office. Those who download documents electronically shall be responsible for any and all costs related to printing or reproducing the items as required for offer submission. For inquires on obtaining plans and specifications and all other inquires call the project engineer at (808) 245-5417.

The contract documents may be examined at the following locations:

DOW Admin. Office, Līhu'e, Kaua'i, Hawai'i

Published in: Garden Island Newspaper
 BidService Hawaii
 General Contractors' Association of Hawaii
 State Procurement Internet website at: <https://hands.ehawaii.gov/hands/welcome>
 DOW website at: www.kauaiwater.org
 DOW electronic procurement system at: www.publicpurchase.com

CONTRACTORS LICENSE: All prospective Bidders must be currently licensed by the State of Hawai'i, Department of Commerce and Consumer Affairs, Division of Professional and Vocational Licensing.

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

PRE-BID CONFERENCE: The estimated contract value is more than \$500,000 and, thus, a Pre-Bid Conference shall be held. If a Pre-Bid Conference is held, all potential interested offerors, subcontractors, and union representatives are invited to attend on the date specified in the Procurement Schedule in Section 1.1 at the DOW Admin. Office. A visit to the site will be conducted following the meeting. The site inspection is not mandatory; however, submission of an

offer shall be evidence that the Offeror understands the scope of the project and shall comply with the specifications herein, if awarded the contract and has thoroughly familiarize itself with the existing conditions, rules and regulations, and the extent and nature of work to be performed. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed. All prospective Bidders must make their own transportation arrangements to and from the site. Those interested in attending the pre-bid conference should contact the Procurement Officer. Offerors are advised that anything discussed at the pre-bid conference does not change any part of this solicitation. All changes and/or clarifications to this solicitation shall be done in the form of written addenda.

NOTICE OF INTENTION TO BID: Bidders are not required to submit a Notice of Intent to Bid.

CHIEF PROCUREMENT OFFICER
DEPARTMENT OF WATER
COUNTY OF KAUA'I

TABLE OF CONTENTS

| | | |
|----------|--|-----------|
| 1 | ADMINISTRATION..... | 2 |
| 1.1 | INVITATION FOR BIDS..... | 2 |
| 1.2 | DEFINITIONS..... | 7 |
| 1.3 | INSTRUCTIONS TO BIDDERS..... | 9 |
| 1.4 | GENERAL PROVISIONS, SPECIFICATIONS, AND STANDARD DETAILS..... | 16 |
| 1.5 | PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR..... | 17 |
| 2 | SCOPE OF WORK..... | 19 |
| 2.1 | SCOPE OF WORK..... | 19 |
| 2.2 | TIME OF COMPLETION..... | 19 |
| 2.3 | PERMITS..... | 20 |
| 2.4 | CONTRACTOR'S RESPONSIBILITY FOR EXISTING UTILITIES AND STRUCTURES..... | 21 |
| 2.5 | POWER AND WATER SUPPLIES..... | 21 |
| 2.6 | CONTRACTORS LICENSE REQUIRED..... | 21 |
| 2.7 | HOURS..... | 21 |
| 2.8 | QUANTITIES..... | 21 |
| 2.9 | MATERIALS FURNISHED FOR THE PROJECT..... | 21 |
| 2.10 | WORK TO BE DONE WITHOUT DIRECT PAYMENT..... | 22 |
| 2.11 | INTENT OF THE SPECIFICATIONS..... | 22 |
| 2.12 | IMPLEMENTATION..... | 22 |
| 2.13 | GOVERNING LAW; APPLICATION OF LAW..... | 22 |
| 3 | METHOD OF AWARD..... | 23 |
| 3.1 | METHOD OF AWARD..... | 23 |
| 3.2 | HAWAI'I REVISED STATUTES..... | 23 |
| 3.3 | RESPONSIBILITY OF SUCCESSFUL BIDDER..... | 23 |
| 3.4 | REQUIREMENT FOR AWARD..... | 25 |
| 3.5 | TIMELY SUBMISSION OF ALL CERTIFICATES..... | 25 |
| 3.6 | FINAL PAYMENT REQUIREMENTS..... | 25 |
| 4 | AWARD OF CONTRACT AND NOTICE TO PROCEED..... | 27 |
| 4.1 | AWARD..... | 27 |
| 4.2 | NOTICE OF AWARD..... | 27 |
| 4.3 | NOTICE TO PROCEED..... | 27 |
| | APPENDIX A: SAMPLE CONTRACT..... | 28 |
| | APPENDIX B: GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS FOR THE DEPARTMENT OF WATER, DATED APRIL 25, 2016 (BOUND SEPARATELY)..... | 29 |
| | APPENDIX C: OFFER..... | 30 |
| | APPENDIX D: INSURANCE..... | 46 |
| | APPENDIX E: WAGE CERTIFICATE FOR SERVICE CONTRACTS..... | 47 |
| | APPENDIX F: CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT..... | 48 |

APPENDIX G: APPRENTICESHIP PROGRAM..... 49

APPENDIX H: N/A..... 52

**APPENDIX I: ARCHAEOLOGICAL LITERATURE REVIEW AND FIELD INSPECTION
REPORT 53**

APPENDIX J: PHASE I ENVIRONMENTAL SITE ASSESSMENT..... 54

**APPENDIX K: EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION
PROCUREMENT CONTRACTS..... 55**

**APPENDIX L: CERTIFICATION OF COMPLIANCE WITH HRS 396-18, SAFETY AND
HEALTH PROGRAMS FOR CONTRACTOR BIDDING ON BOARD
CONSTRUCTION JOBS 58**

APPENDIX M: SPECIAL PROVISIONS..... 59

1.2 DEFINITIONS.

This section shall incorporate the definitions not listed below and contained in Hawai'i Revised Statutes (HRS) 103D; the Hawai'i Administrative Rules (HAR), Title 3, Department of Accounting & General Services, Subtitle 11, Procurement Policy Board, Chapters 120 through 131; and the General Provisions for Construction Contracts of the Department of Water, dated April 25, 2016. Terms as used in this solicitation, unless the context requires otherwise, shall have the following meaning:

“Award” means the notification of the Department’s acceptance of a bid or the presentation of a contract to the selected offeror.

“Bid sample” means a sample to be furnished by a bidder to show the characteristics of the item offered in the bid.

“Board” or “Board of Water Supply” shall mean the “Department of Water, County of Kaua‘i”, as provided for in the County Charter which became effective January 2, 1969.

“Contract Administrator” means the person designated to manage the various facets of the Contract to ensure the Contractor’s total performance is in accordance with the contractual commitments and obligations to the Department are fulfilled.

“Department” or “DOW” means the Department of Water, County of Kaua‘i, contracting on behalf of the Board of Water Supply. Wherever the terms “Engineer” or “Owner” are used in any document which forms a part of the Contract, the terms shall mean the Department of Water, County of Kaua‘i and its authorized agents.

“Offer” means the bid, proposal, or quotation.

“Offeror” means any individual, partnership, firm, corporation, joint venture, or other legal entity submitting, directly or through a duly authorized representative or agent, an offer for the good, service, or construction contemplated.

“Opening” means the date set for opening of bids, receipt of unpriced technical offers in multistep sealed bidding, or receipt of proposals in competitive sealed proposals.

“Procurement officer” means any person with delegated authority to enter into and administer contracts and make written determination with respect thereto. The term includes an authorized representative acting within the limits of authority. The delegated authority is received from the chief procurement officer directly or through the head of a purchasing agency or designee to the procurement officer.

“Project” means work to be performed as set forth in the Contract, including furnishing all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary for the successful completion of work contemplated under the Contract.

“Quotation” means a statement of price, terms of sale, and description of goods, services, or construction offered by a prospective seller to a prospective purchaser, usually for purchases pursuant to section 103D-305, HRS.

“Special Provisions” means the terms and conditions pertaining to the specific solicitation in which they are incorporated; including but not limited to terms and conditions describing the preparation of solicitations, evaluation of offers, determination of award, plus those applicable to performance by the Contractor.

Additions or revisions to the General Provisions, which shall be considered a part of the General Provisions, setting forth conditions or requirements applicable to the particular project or contract under consideration shall be included in the Special Provisions. Should any Special Provisions conflict with these General Provisions, said Special Provisions shall govern.

“Specifications” mean any description of the physical or functional characteristics, or of the nature of a good, service, or construction item. The term includes descriptions or any requirement for inspecting, testing, or preparing a good, service, or construction item for delivery.

“Standard commercial product” means a product or material, in the normal course of business, is customarily maintained in stock or readily available by a manufacturer, distributor, or dealer for the marketing of the product.

“Successful bidder” means the individual, partnership, firm, corporation, joint venture, or other legal entity that submitted a bid for the Project and was determined to be a responsible, responsive bidder and selected for award of the contract.

1.3 INSTRUCTIONS TO BIDDERS.

THESE INSTRUCTIONS TO BIDDERS SHALL BE CONSIDERED TO BE INCORPORATED INTO THE SPECIAL PROVISIONS.

- 1.3.1 Submission of Bids: Bidders shall read and examine the Special Provisions, Specifications, General Provisions and all other bid documents attached hereto and by reference made a part hereof. Submission of bids shall be deemed a verification of such reading and examination and shall be deemed acknowledgement and agreement to be bound by the terms and conditions, and specifications of such documents. All Bidders shall complete and submit with its bid, the Offer form found in Appendix C via www.publicpurchase.com.

All bids for the construction of this project shall be and marked “**Job No. 18-03 PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18” MAIN REPLACEMENT, LĪHU'E.**”

Bidders shall submit their offer and all related documents as required in this solicitation through Public Purchase at www.publicpurchase.com.

- 1.3.2 Bidding Instructions: In addition to these Instructions to Bidders, Bidders are directed to SECTION 2 - BIDDING / PROPOSAL INSTRUCTIONS of the “GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF THE DEPARTMENT OF WATER”, dated April 25, 2016 (hereafter “GENERAL PROVISIONS”), and the General Provisions in its entirety.
- 1.3.3 Offer Form: The attached form of the OFFER is furnished only for the guidance of bidders and is not to be used for actual bidding. An official copy of the Offer on which the bid shall be made will be furnished to the prospective bidder when plans and specifications are obtained.
- 1.3.4 Omission or Erasures; Conditioned Offers: Any Offer which contains any omission or erasure or alteration not properly initialed or any attempt by a bidder to condition the bid or other irregularity, and bid samples or descriptive literature, unless expressly requested, will not be examined or tested, and will not be deemed to vary any of the provisions of this solicitation and are submitted at the Bidder’s risk and may be rejected. Offerors shall not submit their organization’s terms and conditions, standard contracts, or other similar agreements or forms. General reference to such items or attempts to substitute such items for the Department’s **shall** result in the disqualification of the Offeror’s bid as conditioned.
- 1.3.5 Solicitation Review; Submission of Questions and Requests For Clarification:
- 1.3.5.1 Submission of Questions and Requests for Clarification: Offerors are encouraged to submit written questions pertaining to this solicitation. Questions and requests for clarification must be submitted in writing via

e-mail or received by post mail to the Procurement Officer not later than the date specified in the Procurement Schedule in Section 1.1 in order to generate an official answer. All written questions will receive an official written response from the Department and become an addenda to this solicitation. The only official position of the Department is that which is stated in writing and issued in this solicitation as an addenda thereto. All other means of communication, whether oral or written, shall not be formal or official responses/statements and may not be relied upon. **Any addendum issued must be acknowledged by downloading from Public Purchase, signed, and included with offer.**

1.3.5.2 **Solicitation Review:** Offerors should carefully review this solicitation for defects and/or ambiguities. Comments concerning defects and questionable or objectionable matter must be made in writing either via e-mail or post mailed and should be received by the Procurement Officer not later than the date specified in the Procurement Schedule in Section 1.1. This will allow issuance of any necessary amendments to this solicitation. It will also assist in preventing the opening of offers upon which award may not be made due to a defective solicitation package.

1.3.6 **Standard Questionnaire and Financial Statement:** When the Manager and Chief Engineer requires a prospective bidder to file a “Standard Qualification Questionnaire for Prospective Offerors on Department of Water Contracts,” the prospective bidder shall return a completed Standard Questionnaire, on the form provided by the Department, at least 48 hours prior to opening of bids. If this proves satisfactory, the bidder’s Offer will be received.

1.3.7 **Bid Bond:** A bid bond for the value of 5% of the bid value shall accompany the bid.

1.3.8 **Performance and Payment Bonds:** If the contract which is awarded exceeds \$25,000 and is for construction, performance and payment bonds shall each be in an amount equal to one hundred per cent of the amount of the contract price.

1.3.9 **Responsibility of Bidders to Study Site:** At the time of opening of bids, the Department shall presume that each Bidder has inspected the project site(s) and has read the Plans, Specifications, and other Contract Documents, including all Addenda and has become thoroughly familiar with them. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve that Bidder from any obligation under the Bid or the Contract.

Each bidder must form an opinion of the character of the work and of the materials to be excavated, from an examination of the project site(s), from studies and inspection of available samples, records and reports and from any other

investigations the Bidder may wish to make. Each Bidder must form an independent opinion of all the conditions affecting the work to be done and the labor and materials to be supplied, in order to make a Bid in sole reliance thereupon. Failure of a Bidder to become completely familiar with the labor and construction conditions under which the work is to be performed will not relieve that Bidder of any obligations to furnish all materials, equipment, and labor necessary to perform the work as set forth in this solicitation and to perform the Contract.

1.3.10 Insurance: Contractor shall procure and maintain, on a primary basis and at its sole expense, at all times during the life of the contract insurance coverages, limits, including endorsements as described Appendix "D" - Insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor or the Contractor's agents, representatives, employees, or subcontractors. The requirements contained therein, as well as the Department's review or acceptance of insurance maintained by the Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor. Unless otherwise approved by the Manager and Chief Engineer, the policy or policies of insurance maintained by the Contractor shall provide the minimum limit(s) and coverage(s) as specified in the attached Appendix "D" - Insurance and be placed with an insurance carrier authorized to do business in this state and rated A-VII by A.M. Best.

1.3.11 Tax Clearance: See: Subsection 3.5 - RESPONSIBILITY OF OFFERORS AND TAX CLEARANCE of the GENERAL PROVISIONS in its entirety. Further, the **Bidder shall be required to submit a tax clearance with the bid Offer**. Failure to comply with this provision will be grounds for disqualifying the Bidder. The successful bidder will also be required to submit a current valid tax clearance prior to final payment for this Project.

1.3.12 Preferences: The following preferences are applicable when preceded by a checked box. Information and legal and procedural requirements pertaining to all preferences can be found within the General Provisions:

Hawai'i Products Preference (See: Appendix C). Pursuant to HRS 103D-1002, Offers should complete the Certificate of Hawai'i Products Preference for application of this preference.

Reciprocal Preferences: Pursuant to the provisions of Section 103D-1004, HRS and Subchapter 3, Chapter 124, Subtitle 11, Title 3, HAR, the Manager may impose a reciprocal preference against Bidders from those states which apply preferences.

Recycled Products Preference. Pursuant to HRS 103D-1005, Offerors should contact the Procurement Officer for application of this preference.

Tax Payer Preference (Hawai'i Excise and Use Tax Preference). Pursuant

to HRS 103D-1008, any “taxpaying bidder” shall qualify for this preference.

Qualified Community Rehabilitation Programs Preference. Pursuant to HRS 103D-1009, a five per cent preference shall be given to services to be provided by nonprofit corporations or public agencies operating qualified community rehabilitation programs in conformance with criteria established by the DLIR for all competitive sealed bid and proposal procurements.

Apprenticeship Program Preference (See: Appendix G). Pursuant to HRS 103-55, applicable to public works projects with estimated values of \$250,000 or greater. Section 103-55.6, HRS, as enacted by S.B. 19, Act 17, SLH 2009, and the State of Hawai‘i Comptroller’s Memorandum 2011-06 as amended, provides for a Hawai‘i Apprenticeship Preference for public works construction projects with estimated values of \$250,000 or greater. The preference shall be in the form of five percent (5%) bid adjustment applied to the Bidder’s Offer amount.

Safety and Health Program (See: Appendix L). Pursuant to HRS 396-18, applicable to construction projects where the offer amount is in excess of \$100,000.

1.3.13 Tax Adjustment for Out-Of-State Vendors and Tax Exempt Bidders: Pursuant to the provisions of Section 103-53.5, HRS, where the Bidder is an out-of-state vendor not doing business in the State of Hawai‘i, or is a person exempted from paying the applicable general excise tax, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The lowest responsible bidder who satisfies all of the requirements of these bid documents, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase.

1.3.14 Worker’s Compensation Act: The Contractor will be required to comply with the provisions of Chapter 97, Revised Laws of Hawai‘i 1955, known as the “Worker’s Compensation Laws,” and all laws amendatory thereof, relating to the compensation of employees for personal injuries sustained in the course of their employment. The Contractor’s surety or sureties shall be liable for any loss caused the Department by reason of the Contractor’s failure to comply with the provisions of said laws.

The Contractor shall furnish to the Department one copy of certificate of said insurance prior to commencement of work. Refer to the “RESPONSIBILITY OF SUCCESSFUL BIDDER” for additional requirements.

1.3.15 Subcontractor: Under the terms of this Contract, no subcontractor will be recognized. All subcontractors shall deal directly with the general Contractor; however, each and every subcontractor shall manage and take care of its own material and waste.

1.3.16 Listing Joint Contractors or Subcontractors:

Bidder shall complete the “[Joint Contractors or Subcontractors List](#).” It is the sole responsibility of the bidder to review the requirements of this Project and determine the appropriate specialty contractor licenses that are required to complete the Project.

Bidder shall specify the name of each person or firm to be engaged by the Bidder as a joint contractor or subcontractor in the performance of the contract and the nature and scope of the work to be performed by each regardless of the percentage of the value of the work to be performed by the joint contractor or subcontractor. (HRS 103D-302(b))

Failure of the Bidder to provide the correct names and specialty contractor’s nature of work to be performed may cause the bid to be rejected.

Bidder agrees the completed listing of joint contractors or subcontractors is required for the Project and that Bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor licenses to complete the work.

Based on the Hawai‘i Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et al., 97 Hawai‘i 450 (2002), the bidder as a general Contractor (‘A’ or ‘B’ license) is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder (‘A’ or ‘B’ general Contractor) to act as a specialty (‘C’ license) Contractor in any area in which the bidder (‘A’ or ‘B’ general Contractor) has no specialty Contractor’s license. Although the ‘A’ and ‘B’ Contractor may still bid on and act as the “Prime Contractor” on an ‘A’ and ‘B’ project (See: HRS § 444-7 for the definitions of an ‘A’ and ‘B’ project.), respectively, the ‘A’ and ‘B’ Contractor may only perform work in the areas in which they have the appropriate Contractor’s license. The bidder (‘A’ or ‘B’ general Contractor) must have the appropriate ‘C’ specialty Contractor’s licenses either obtained on its own, or obtained automatically under HAR §16-77-32.

General Engineering ‘A’ Contractors automatically have these ‘C’ specialty contractor licenses: C-3, C-9, C-10, C-17, C-24, C31a, C32, C-35, C-37a, C-37b, C-38, C43, C49, C-56, C-57a, C-57b, and C61.

General Building ‘B’ Contractors automatically have these ‘C’ specialty contractor licenses: C-5, C-6, C-10, C-12, C-24, C-25, C31a, C32a, C42a, and C-42b.

1.3.16.1 Instructions to complete the Joint Contractors or Subcontractors List:

1.3.16.1.1 Describe the nature of work to be performed by the specialty contractor for this Project and provide the complete firm name of the joint contractor or subcontractor in the respective columns. If the bidder is a general contractor and providing the work of the required specialty contractor, fill in the Bidder's (general contractor's) name and nature of work to be performed for this Project.

1.3.16.1.2 List only one joint contractor or subcontractor per required specialty contractor classification.

1.3.16.1.3 For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)." Bidder shall describe the nature of work to be performed by the specialty contractor on this Project for the respective alternate. Bidders shall fill in the complete firm name and nature of work to be performed by the respective joint contractor or subcontractor. If the joint contractor or subcontractor was previously listed under base bid, listing under Alternate(s) is not required.

1.3.17 Wages and Labor Requirements: Pursuant to HRS Section 103-55, each bidder submitting an offer and list of subcontractors certifies that: **WAGES**: The service to be rendered shall be performed by employees paid not less than wages paid to public officers and employees for similar work; and **COMPLIANCE WITH LABOR LAWS**: All applicable laws of the Federal and State governments relating to workmen's compensation, unemployment compensation, payment of wages, and safety will be fully complied with. The successful Bidder shall complete the Wage Certification in Appendix E.

1.3.17.1 In accordance with HRS Section 104-2 et seq., the Hawai'i Director of Labor and Industrial Relations determines the prevailing wages applicable to the project. The wage rates are the minimum rates to be paid and may be revised. Contractors shall pay the applicable rates, as revised, at no cost to the Department. This is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves of local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein. Wage rate schedules are available at the office of the Department of Labor and Industrial Relations, State of Hawai'i.

Current Wage Rate Bulletin: **507**

1.3.18 Asbestos Cement Pipe: For all construction contract bids involving asbestos cement pipe, the Contractor shall remove, handle, and dispose of asbestos cement pipe in conformance

with all applicable OSHA, State, and Federal regulations. The asbestos cement pipes shall only be disposed of at an approved disposal site.

- 1.3.19 Chlorination Subcontractor: All construction contract bids involving any chlorination work shall have a name listed for the C-37d Water Chlorination Subcontractor. Any bid not listing this subcontractor shall be rejected and disqualified.
- 1.3.20 Substitute Materials: Bidders contemplating submission of bids based on substitute materials must obtain prior written permission from the Department. Lists of substitute materials together with qualifying data shall be submitted on the Department's Request for Substitution form by the date set in the Procurement Schedule in Section 1.1, as evidenced by the time stamp of the Department, to the Procurement Officer for approval (the Request for Substitution form may be obtained from this individual). It is not the intent of the Department to exclude or limit the products. Any substitute material determined by the Department upon evaluation to be an acceptable equal, will be listed in an addendum to this solicitation, issued prior to the bid opening date. The Department is the sole judge as to the comparable quality and suitability of any substitute material and its decision shall be final. If a Bidder offers a product without the Department's pre-approval, the substitute material shall not be considered for award.
- 1.3.21 Independent Price Determination: By submitting a bid, the bidder certifies that the price submitted was independently arrived at without collusion.
- 1.3.22 Protests: Any protest shall be submitted in writing within five (5) working days after the posting of the notice of award; provided that a protest based upon the contents of the solicitation shall be submitted in writing prior to the date set for the receipt of offers. Any and all protests pursuant to Hawai'i Procurement Code, Chapter 103D-701 HRS and Section 3-126-3 HAR shall be submitted in writing to the Procurement Officer for this solicitation.
- 1.3.23 Incorporation By Reference: Bidders hereby agree that all documents referred to in the Table of Contents are hereby incorporated by reference into this solicitation.
- 1.3.24 Severability: If any covenant, condition, or provision of this solicitation is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition, or provision contained herein or incorporated by reference.
- 1.3.25 Remedies; Attorneys Fees, and Costs: All remedies provided in this solicitation shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder. Should any legal proceedings at law or in equity arise under or in connection with this solicitation, the Contractor shall be responsible for all attorneys' fees and costs (including reasonable fees and charges for the services of paralegals or other personnel who operate for and under the supervision of such attorneys and whose time is usually charged to clients) and any other expenses incurred in connection with such proceedings.

- 1.3.26 Department's Right to Audit: Books and Records: The Contractor shall, at all times during the term hereof, maintain complete and accurate books and records of its operations, including employee time records, in a form consistent with good accounting practice, including such books and records as would normally be examined by an independent certified public accountant in performing an audit or examination of the Contractor's receipts and expenses in accordance with generally accepted auditing standards. The Department has the right to designate an independent auditor to review books and records that specifically relate to this project. Subcontractors shall be bound by the same requirements. See: SECTION 6.9 - CONTROL OF THE CONTRACT of the GENERAL PROVISIONS in its entirety.
- 1.3.27 Confidential Material: All bids are subject to public inspection as set forth in 3-122-30, HAR. Bidders shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. To facilitate the release of the information requested, the Department is prepared to sign a Non-Disclosure Agreement if necessary, however, the Department cannot guarantee that designated data will be kept confidential. The offers are subject to disclosure rules set forth in Chapter 92F, HRS and Non-Disclosure Agreements are enforceable only to the extent that they do not conflict with the provisions of Chapter 92F, HRS. The Bidder bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in Chapter 92F.
- 1.3.28 Cancellation of the Solicitation and Offer Rejection: The Department reserves the right to cancel this solicitation and to reject any and all offers in whole or in part, and waive any defects, when it is determined to be in the best interest of the Department, pursuant to HAR 3-122-96 and 3-122-97.

The Department shall not be liable for any costs, expense, loss of profit, or damages whatsoever, incurred by the Offeror in the event this solicitation is cancelled or an offer is rejected.

1.4 GENERAL PROVISIONS, SPECIFICATIONS, AND STANDARD DETAILS.

The Special Provisions, plans, General Provisions, Water Standards, County of Kaua'i Department of Public Works ("DPW") Standard Specifications and Details, as amended, contract documents, and all supplemental documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of conflict or discrepancy within any part of the contract, the stricter requirements, including Hawai'i State Statutory requirements, shall govern. Unless it is apparent that a different order of precedence is intended, the special provisions shall govern over plans, general provisions, and Water Standards; plans shall govern over general provisions; general provisions shall govern over Water Standards; Water Standards shall govern over DPW Standard Specifications; figured dimensions and drawings take precedence over measurements by scale, and detail drawings;

instructions to proposers shall be incorporated and made a part of the special provisions.

It is the responsibility of the prospective offerors, offerors, and Contractors to review the General Provisions, Water Standards, Specifications, and Standard Details and a submission of an offer to this solicitation shall be deemed an acknowledgement of the incorporation of these into this solicitation and the resulting contract, if any.

- 1.4.1 General Provisions for Construction Contracts: The General Provisions for Construction Contracts of the Department of Water, dated April 25, 2016 (“General Provisions”) are included in this solicitation. A copy may be found in Appendix “B.”
- 1.4.2 Water System Standards. The “Water System Standards”, 2002, as amended, as adopted by the Department of Water, County of Kaua‘i; Board of Water Supply, City and County of Honolulu; Department of Water Supply, County of Maui; Department of Water Supply, County of Hawai‘i (“Water Standards”) is by reference incorporated herein and made a part of these specifications. The Water Standards specifications are not bound in these contract documents, but shall by reference be incorporated herein and made a part hereof.
- 1.4.3 Department of Public Works, County of Kaua‘i Standard Specifications: Whenever reference is made to the DPW Standard Specifications, the specifications referred to is the “HAWAI‘I STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION” of the State of Hawai‘i, 2005, as amended. These specifications are not bound in the Contract Documents, but shall by reference be incorporated herein and made a part hereof.
- 1.4.4 Department of Public Works, County of Kaua‘i, Standard Details: Whenever reference is made within these Special Provisions or the contract plans to the DPW Standard Details, the Details referred to is the “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION”, September 1984 and all subsequent amendments. These specifications are not bound in the Contract Documents, but shall by reference be incorporated herein and made a part hereof.

1.5 PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR.

The Procurement Officer is responsible for administrating/facilitating all requirements of the solicitation process and is the **sole point of contact for Offerors** from the date of release of the solicitation until the selection of the successful Bidder.

The Contract Administrator shall be responsible for the contract administration once the contract is awarded and shall be the point of contact throughout the term of the contract.

If checked, the Procurement Officer and the Contract Administrator shall be the same individual.

The Procurement Officer and Contract Administrator are:

Procurement Officer:

Jason Kagimoto
Engineering Division
Department of Water, County of Kauaʻi
4398 Pua Loke Street
Līhuʻe, HI 96766
Phone Number: 808-245-5417
Email: jkagimoto@kauaiwater.org

Contract Administrator:

Jason Kagimoto
Engineering Division
Department of Water, County of Kauaʻi
4398 Pua Loke Street
Līhuʻe, HI 96766
Phone Number: 808-245-5417
Email: jkagimoto@kauaiwater.org

2 SCOPE OF WORK

2.1 SCOPE OF WORK.

This Contract consists of the following Scope of Work and includes all other necessary work, all as indicated in the contract drawings and specifications. The general location of the work is as shown on the contract plans and as described herein.

This contract consists of furnishing all materials, labor, tools, and equipment for the installation of the Project

2.2 TIME OF COMPLETION.

2.2.1 It is understood and agreed that the work called for under this Project must and shall be completed within **FOUR HUNDRED (400) CALENDAR DAYS** after written notice has been given to the Contractor to commence work. No extension of time will be granted for shipping and manufacturer's delays. The Contractor shall be subject to liquidated damages for delay or nonperformance as stated in this solicitation.

2.2.2 Funds are available and appropriated only for the first fiscal year of the contract. The contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. The contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the initial fiscal year. In this event, the contract shall automatically terminate at the end of the fiscal year for which funds have been appropriated. In the event the contract is cancelled because funds are not appropriated or otherwise made available to support the continuation of the contract after the first fiscal year, no breach of contract shall be deemed to have occurred as a result of this termination, which shall be considered as a normal termination of the contract, provided that the contractor shall be reimbursed for its unamortized, reasonably incurred, nonrecurring costs.

The head of the purchasing agency shall notify the Contractor on a timely basis regarding the availability of funds or the continuation of the contract for each succeeding fiscal period.

2.2.3 Work on the basic contract agreement is to be completed within the stipulated completion time from the date to the "Notice to Proceed." All work shall be done in co-operation with and coordinated with any other Contractors in a manner to allow completion of the entire construction within the scheduled time.

Per Approved Plans Water Construction Note: all materials, shop drawings, chlorination plan, hazardous material and health related submittals, etc. shall be approved by the Department before a preconstruction meeting can be scheduled. In order for the contractor to meet this requirement, as well as any other requirements related to permitting for the project, including but not limited to building, grading, road, noise, demolition, NPDES for staging areas, NPDES duly authorized person designation, etc., the Department has included

90 calendar days for the contractor to complete the process within the total time of completion calendar day amount. Notice to proceed will be given before the contractor begins the project submittal approval process and it is expected that the contractor will complete the submittal and permit process within the 90 calendar day timeframe. No additional days will be granted if the contractor does not complete the process to attain a preconstruction meeting within 90 calendar days.

2.3 PERMITS.

The Contractor shall obtain all necessary permits needed for this job including, but not limited to those listed below and in the Special Provisions.

The Contractor shall obtain a grading permit, grubbing permit, stockpiling permit, building permit, road permit, and driveway approach permit from the County of Kaua'i, Department of Public Works, if necessary, prior to the commencement of work within the County of Kaua'i's Rights-Of-Ways. The Contractor shall pay for all required charges and fees associated with these permits.

The Contractor shall obtain a Perform Work Upon State Highways permit and file Weekly Lane Closure forms as required with the State of Hawai'i, Department of Transportation, Highways Division prior to the commencement of work within the State of Hawai'i's Right-of-Way. The Contractor shall pay for all required charges and fees associated with these permits.

The Contractor shall obtain a Community Noise Permit and/or Variance with the State of Hawai'i, Department of Health, if necessary. The Contractor shall pay for all required charges and fees associated with these permits.

The Contractor shall obtain all necessary Department of Army permits and/or federal permits prior to the commence of work. The Contractor shall pay for all required charges and fees associated with these permits.

The Department of Water is in the process of obtaining a National Pollutant Discharge Elimination System (NPDES) Notice of General Permit Coverage (NGPC). The NGPC will cover Discharges of Storm Water Associated with Construction Activities. Should additional NPDES coverage and permits be required, the Contractor shall prepare the required documents and obtain additional approvals, as necessary. The Contractor shall pay for all required charges and fees associated with these permits.

Notice to Proceed will be given to the Contractor prior to attaining any additional NPDES permits. No time extension will be granted for the Contractor's inability to attain additional NPDES permits. The Contractor shall pay for all required charges and fees associated with additional NPDES permits.

2.4 CONTRACTOR'S RESPONSIBILITY FOR EXISTING UTILITIES AND STRUCTURES.

The existence and location of underground utilities and structures as shown on the plans are from the best information available but are not guaranteed and other obstacles may be encountered in the course of the work. Prior to the start of excavation, the Contractor shall contact all utility companies and have them locate their respective lines affected. The Contractor shall be held responsible for any damage to and for the maintenance and protection of existing utilities and structures. See: SECTION 6 - PERFORMANCE OF CONTRACT of the GENERAL PROVISIONS in its entirety.

2.5 POWER AND WATER SUPPLIES.

The Contractor shall make all the necessary arrangements and installation work that may be required for power and water supplies for the work under this Contract. Cost for said power and water supplies shall be included in appropriate unit prices bid and no direct payment will be made therefore.

2.6 CONTRACTORS LICENSE REQUIRED.

The Department shall reject all bids received from contractors who are not licensed by the State Contractors License Board in accordance with Chapter 444, Hawai'i Revised Statutes. It is the sole responsibility of the Bidder to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

2.7 HOURS.

No work shall be done on Saturdays, Sundays, legal State Holidays and/or in excess of eight (8) hours each day without the written consent of the Contract Administrator. Should permission be granted to work at such times, the Contractor shall pay for all inspectional and administrative costs thereof. No work shall be done at night unless authorized by the Contract Administrator. No work shall be done at night during seabird fallout season (September 15 – December 15, annually). See: SECTION 6.9 and 6.12 of the GENERAL PROVISIONS.

2.8 QUANTITIES.

All bids will be compared on the basis of quantities of work to be done, as shown in the bid; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of bids. The Department reserves the right to increase or decrease the quantities or delete items entirely as may be required during the progress of the work. See: SECTION 7.2 and 7.3 of the GENERAL PROVISIONS.

2.9 MATERIALS FURNISHED FOR THE PROJECT.

All materials necessary for the completion of the project shall be furnished by the Contractor, unless specifically stated otherwise and full compensation thereof shall be included in the various items in the bid. All materials for this Project shall be ordered after the notice to proceed is issued and the shop drawings, if applicable, have been approved by the Department.

2.10 WORK TO BE DONE WITHOUT DIRECT PAYMENT.

Whenever it is specified in the contract that the Contractor is to do work or furnish materials of any kind for which no price is fixed in the contract, it shall be understood that such work or furnishing such materials was included in a unit price for the appropriate item, unless it is expressly specified that such work or material is to be paid for as extra work.

2.11 INTENT OF THE SPECIFICATIONS.

It is not the intent of the Department to limit Proposers to these specifications; however, the specifications designated as “requirements” contained herein are the minimum acceptable.

2.12 IMPLEMENTATION.

The Contractor will be required to:

- 2.12.1 Provide required permits for the construction of this Project, trained construction crew and project management necessary to ensure a complete constructed and fully functional water facilities as specified in this solicitation.
- 2.12.2 Provide all documentation, including all warranties and certification documents, on the construction materials being used.

2.13 GOVERNING LAW; APPLICATION OF LAW.

This solicitation and the Contract awarded based on such solicitation shall be governed by the laws of the State of Hawai‘i. The Contractor shall comply with all federal, State and local laws, regulations and ordinances, including occupational safety and health standards applicable to the performance of the services specified.

3 METHOD OF AWARD

3.1 METHOD OF AWARD.

- 3.1.1 Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Sum Bid price.
- 3.1.2 Only those offers that meet all of the solicitation specifications, General Provisions, Special Provisions, and any other requirement contained herein will be considered for award. Any offer that proposes terms, conditions, or requirements that are contrary to those specified herein or does not meet the qualification requirements of this solicitation, as solely determined by the Department and as provided herein, may be considered nonresponsive and will be rejected as provided herein.

3.2 HAWAI'I REVISED STATUTES.

The Contractor's attention is called to the following chapters within the HRS which affect this Contract and the performance thereof:

Chapter 103, relating to expenditure of public money;
Chapter 104, relating to wages and hours of employees on public works;
Chapter 376, relating to industrial safety;
Chapter 386, relating to workmen's compensation;
Chapter 321, relating to the Health Department;
Section 507-17, relating to recovery on bond for material and labor used on public works; and
Chapter 378, relating to fair employment practices

3.3 RESPONSIBILITY OF SUCCESSFUL BIDDER.

- 3.3.1 The successful Bidder is advised that it shall, immediately prior to award of the contract, furnish proof of compliance with the requirements of HAR §3-122-112, to wit: Chapter 237, tax clearance; Chapter 383, unemployment insurance; Chapter 386, workers' compensation; Chapter 392, temporary disability insurance; Chapter 393, prepaid health care; and one of the following: a) Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or b) Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawai'i business."
- 3.3.2 To comply with these requirements, the successful Bidder shall produce the following documents to the Department to demonstrate compliance with this section.

3.3.2.1 HRS Chapter 237 Tax Clearance Requirement for Award and Final Payment. Instructions are as follows:

Pursuant to HRS §103D-328, successful Bidder shall be required to submit

a tax clearance certificate issued by the Hawai‘i State Department of Taxation (“DOTAX”) and the U.S. Internal Revenue Service (“IRS”). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the Department of Water.

The tax clearance certificate shall be obtained on the State of Hawai‘i, DOT TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawai‘i or the DOTAX website and by mail or fax:

DOTAX Website (forms & Information):

<http://www.state.hi.us/tax/alphalist.html#a>

DOTAX Forms by Fax/Mail: (808) 587-7572 / 1-800-222-7572

Completed tax clearance applications may be mailed, faxed or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

DOTAX (fax): (808) 587-1488

IRS (fax): (808) 539-1573

The application for the clearance is the responsibility of the Bidder and must be submitted directly to the DOTAX or IRS and not to the Department of Water.

3.3.3 HRS Chapters 383 (Unemployment Insurance), 386 (Workers’ Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) Requirements for Award. Instructions are as follows:

Pursuant to HRS §103D-310, the successful Bidder shall be required to submit an approved certificate of compliance issued by the Hawai‘i State Department of Labor and Industrial Relations (“DLIR”). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Department.

The certificate of compliance shall be obtained on the State of Hawai‘i, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Bidder who in turn shall submit it to the Department.

The application for the certificate is the responsibility of the Bidder and must be submitted directly to the DLIR and not to the Department of Water.

3.4 REQUIREMENT FOR AWARD.

To be eligible for award, the Bidder must comply as follows:

- 3.4.1 Hawai'i Business. A business entity referred to as a "Hawai'i business" is registered and incorporated or organized under the laws of the State of Hawai'i. As evidence of compliance, Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division ("BREG"). A Hawai'i business that is a sole proprietorship, however, is not required to register with the BREG and therefore not required to submit the certificate. A Bidder's status as sole proprietor or other business entity and its business street address indicated on the OFFER form will be used to confirm that the Bidder is a Hawai'i business.
- 3.4.2 Compliant Non-Hawai'i Business. A business entity referred to as a "compliant non-Hawai'i business" is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State of Hawai'i. As evidence of compliance, Bidder shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING go online to www.BusinessRegistrations.com and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the Department.

- 3.4.3 Registration Costs. Bidders are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

3.5 TIMELY SUBMISSION OF ALL CERTIFICATES.

- 3.5.1 The certificates described in this section should be applied for and submitted to the Department as soon as possible after the Department notifies the successful Bidder that the Department intends to issue an award to the successful Bidder. If valid certificates are not submitted within **ten (10) calendar days** after the Department so notifies the successful bidder, the successful Bidder's offer may be disqualified and any prospective award (or actual award if mistakenly issued), even though the successful bidder's bid is otherwise responsive and responsible, may be canceled without any liability whatsoever to the Department. The Department, and not the successful bidder, shall determine whether all necessary certificates have been timely submitted.
- 3.5.2 If the Department cancels any prospective or actual award for failure to submit all required certificates, the Department reserves the right to make an award to the next lowest responsive and responsible Bidder who is able to submit all the required certificates.

3.6 FINAL PAYMENT REQUIREMENTS.

Contractor is also required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to a tax clearance certificate, an original “Certification of Compliance for Final Payment” (SPO Form-22), will be required for final payment. This form is attached hereto as Appendix F.

4 AWARD OF CONTRACT AND NOTICE TO PROCEED

4.1 AWARD.

The successful Bidder shall comply with SECTION 3 - AWARD AND EXECUTION OF CONTRACT of the GENERAL PROVISIONS in its entirety.

4.2 NOTICE OF AWARD.

The Procurement Officer will inform the successful Bidder of contract award selection within 48 hours of confirmation. Additionally, an official contract award notification letter will be executed by the Department and provided at the earliest date.

4.3 NOTICE TO PROCEED.

Upon contract execution, a "Notice to Proceed" letter will be provided to the Contractor specifying the "Commencement" (start work) date of the Contract. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed letter. The Department is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official Notice to Proceed "Commencement" date.

APPENDIX A: Sample Contract.

(See Attached)

APPENDIX B: General Provisions for Construction Contracts for the Department of Water, dated April 25, 2016 (bound separately).

APPENDIX C: Offer.

Contractor _____

OFFER

For

DEPARTMENT OF WATER, COUNTY OF KAUA'I,
LĪHU'E, KAUA'I, HAWAI'I

_____ 20 _____

Chief Procurement Officer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Līhu'e, Hawai'i 96766

Dear Sir:

Pursuant to and in compliance with your Invitation For Bids and other Contract Documents relating thereto, the undersigned Offeror, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is done, the plans and specifications, "General Provisions for Construction Contracts of the Department of Water", "Water System Standards, 2002", Invitation For Bids, and other Contract Documents, hereby proposes and agrees to perform, within the time stipulated in the said documents, including all its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, in a workmanlike manner, in place complete all of the work covered by the contract in connection with these specifications and accompanying construction plans titled:

**JOB NO. 18-03 PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18" MAIN
REPLACEMENT, LĪHU'E, KAUA'I, HAWAI'I**

on file in the office of the Department of Water for,

TOTAL SUM OFFER _____ DOLLARS
(words)

(\$ _____) said total sums being itemized on the following pages:

OFFER SCHEDULE

JOB NO. 18-03 PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18" MAIN REPLACEMENT LĪHU'E, KAUA'I, HAWAI'I

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | TOTAL |
|-----------------|--------------------|----|--|------------|-------|
| BASE BID | | | | | |
| 1 | 1 | LS | Mobilization & Demobilization (Not to exceed 6% of the sum of all items excluding Lump Sum Offer of this item). | | \$ |
| 2 | 1 | LS | Demolition, including demolition of existing AC pavement, within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway. | | \$ |
| 3 | 1,697 | SY | Cold Planing existing AC pavement within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway. | \$ | \$ |
| 4 | 256 | SY | 2" Thick AC Pavement Hot Mix State Design Mix IV within intersection of Poinciana Street and Kūhiō Highway. | \$ | \$ |
| 5 | 1,441 | SY | 2" Thick AC Pavement Hot Mix State Design Mix V within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway. | \$ | \$ |
| 6 | 478 | LF | 18" Ductile Iron Pipe Waterline; Cl. 52, within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway, including all appurtenances, in place complete. | \$ | \$ |
| 7 | 41 | LF | 16" Ductile Iron Pipe Waterline; Cl. 52, within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway, including all appurtenances, in place complete. | \$ | \$ |
| 8 | 30 | LF | 6" Ductile Iron Pipe Waterline; Cl. 52, within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway, including all appurtenances, in place complete. | \$ | \$ |
| 9 | 1 | LS | Ductile Iron Fittings (ANSI A-21.10 & AWWA C110), within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway, in place complete. | | \$ |

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|--------------------|----|--|------------|-------|
| 10 | 2 | EA | 18" Resilient Wedge Gate Valve MJxMJ with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 11 | 2 | EA | 16" Resilient Wedge Gate Valve MJxMJ with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 12 | 1 | EA | 8" Gate Valve MJxFE with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 13 | 1 | EA | 6" Gate Valve MJxFE with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 14 | 1 | EA | 1" Air/Vacuum Relief Valve, including all appurtenances, in place complete. | \$ | \$ |
| 15 | 1 | EA | Single Service Lateral and assembly, including all appurtenances, in place complete. | \$ | \$ |
| 16 | 1 | EA | Double Service Lateral and assembly, including all appurtenances, in place complete. | \$ | \$ |
| 17 | 1 | EA | Fire Hydrant, including all appurtenances, in place complete. | \$ | \$ |
| 18 | 2 | EA | 2-1/2" Brass Cleanout and Riser, including all appurtenances, in place complete. | \$ | \$ |
| 19 | 1 | LS | Connection of New 8" Ductile Iron Waterline to Existing 8" Asbestos Cement Waterline at Sta 10+50.7± o/s 6.1' RT, including all appurtenances, in place complete. | | \$ |
| 20 | 1 | LS | Connection of New 16" Ductile Iron to Existing 16" Asbestos Cement Waterline at Sta.15+22.6±, including all appurtenances, in place complete. | | \$ |
| 21 | 1 | LS | Chlorination and flushing of water pipelines, including removal of temporary risers and incidental work, all in accordance with the specifications for portion within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway. | | \$ |
| 22 | 1 | LS | Temporary traffic control within Poinciana Street including intersection of Poinciana Street and Kūhiō Highway. | | \$ |

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--------------------|-------------|------------|-----------|
| TOTAL BASE BID SUM OFFER (Items 1 to 22, inclusive) | | | | \$ |

(Key: LS = lump sum, SF = square feet, CY = cubic yards, LF = lineal feet, EA = each, SY = square yards, Allow = Allowance)

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|--|--------------------|-------------|--|-------|
| ADDITIVE NO. 1: Reconnection of service laterals within Kūhiō Highway between Poinciana Street and Ahukini Road | | | | |
| 23 | 1 | LS | Mobilization & Demobilization (Not to exceed 6% of the sum of all items excluding Lump Sum Offer of this item). | \$ |
| 24 | 1 | LS | Demolition, including demolition of existing AC pavement for reconnection of laterals and removal of 6" water line within Kūhiō Highway between Poinciana Street and Ahukini Road. | \$ |
| 25 | 2,373 | SY | Cold Planing existing AC pavement for reconnection of laterals and removal of 6" water line within Kūhiō Highway between Poinciana Street and Ahukini Road. | \$ |
| 26 | 2,373 | SY | 2" Thick AC Pavement Hot Mix State Design Mix IV for reconnection of laterals and removal of 6" water line within Kūhiō Highway between Poinciana Street and Ahukini Road. | \$ |
| 27 | 4 | EA | Single Service Lateral and assembly, including all appurtenances, in place complete. | \$ |
| 28 | 1 | EA | Double Service Lateral and assembly, including all appurtenances, in place complete. | \$ |
| 29 | 1 | EA | 2-1/2" Brass Cleanout and Riser, including all appurtenances, in place complete. | \$ |
| 30 | 1 | LS | Chlorination and flushing of water pipelines, including removal of temporary risers and incidental work, all in accordance with the specifications for reconnection of laterals and removal of 6" water line within Kūhiō Highway between Poinciana Street and Ahukini Road. | \$ |
| 31 | 1 | LS | Temporary traffic control for reconnection of laterals and removal of 6" water line within Kūhiō Highway between Poinciana Street and Ahukini Road. | \$ |

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|--------------------|-------------|------------|-----------|
| TOTAL ADDITIVE NO. 1 SUM OFFER (Items 23 to 31, inclusive) | | | | \$ |

(Key: LS = lump sum, SF = square feet, CY = cubic yards, LF = lineal feet, EA = each, SY = square yards, Allow = Allowance)

| ITEM NO. | ESTIMATED QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|---|--------------------|-------------|--|-------|
| ADDITIVE NO. 2: New Water Main within Kūhiō Highway between Kali Road and Poinciana Street | | | | |
| 32 | 1 | LS | Mobilization & Demobilization (Not to exceed 6% of the sum of all items excluding Lump Sum Offer of this item). | \$ |
| 33 | 1 | LS | Demolition, including demolition of existing AC pavement for portion of Kūhiō Highway between Kali Road and Poinciana Street. | \$ |
| 34 | 1,759 | SY | Cold Planing existing AC pavement for portion of Kūhiō Highway between Kali Road and Poinciana Street. | \$ \$ |
| 35 | 1,759 | SY | 2" Thick AC Pavement Hot Mix State Design Mix IV for portion of Kūhiō Highway between Kali Road and Poinciana Street. | \$ \$ |
| 36 | 334 | LF | 18" Ductile Iron Pipe Waterline; Cl. 52, for portion of Kūhiō Highway between Kali Road and Poinciana Street, including all appurtenances, in place complete. | \$ \$ |
| 37 | 20 | LF | 6" Ductile Iron Pipe Waterline; Cl. 52, for portion of Kūhiō Highway between Kali Road and Poinciana Street, including all appurtenances, in place complete. | \$ \$ |
| 38 | 40 | LF | 2" Polyvinyl Chloride Waterline; Sch. 80, for portion of Kūhiō Highway between Kali Road and Poinciana Street, including all appurtenances, in place complete. | \$ \$ |
| 39 | 1 | LS | Ductile Iron Fittings (ANSI A-21.10 & AWWA C110), for portion of Kūhiō Highway between Kali Road and Poinciana Street, in place complete. | |
| 40 | 2 | EA | 18" Resilient Wedge Gate Valve MJxMJ with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ \$ |

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | TOTAL |
|---|--------------------|----|---|------------|-----------|
| 41 | 1 | EA | 6" Gate Valve MJxFE with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 42 | 1 | EA | 2" Gate Valve MJxFE with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 43 | 3 | EA | Single Service Lateral and assembly, including all appurtenances, in place complete. | \$ | \$ |
| 44 | 1 | EA | Fire Hydrant, including all appurtenances, in place complete. | \$ | \$ |
| 45 | 1 | LS | Connection of New 2" PVC Waterline to Existing 2" PVC Waterline at Sta. 7+00.5± o/s 38.2' LT, including all appurtenances, in place complete. | | \$ |
| 46 | 1 | LS | Chlorination and flushing of water pipelines, including removal of temporary risers and incidental work, all in accordance with the specifications for portion of Kūhiō Highway between Kali Road and Poinciana Street. | | \$ |
| 47 | 1 | LS | Temporary traffic control for portion of Kūhiō Highway between Kali Road and Poinciana Street. | | \$ |
| TOTAL ADDITIVE NO. 2 SUM OFFER (Items 32 to 47, inclusive) | | | | | \$ |

(Key: LS = lump sum, SF = square feet, CY = cubic yards, LF = linear feet, EA = each, SY = square yards, Allow = Allowance)

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | TOTAL |
|---|--------------------|----|--|------------|-------|
| ADDITIVE NO. 3: New Water Main within Kūhiō Highway from Sta 0+00 to Kali Road | | | | | |
| 48 | 1 | LS | Mobilization & Demobilization (Not to exceed 6% of the sum of all items excluding Lump Sum Offer of this item). | | \$ |
| 49 | 1 | LS | Demolition, including demolition of existing AC pavement for portion of Kūhiō Highway from Sta. 0+00 to Kali Road. | | \$ |
| 50 | 2,655 | SY | Cold Planing existing AC pavement for portion of Kūhiō Highway from Sta. 0+00 to Kali Road. | \$ | \$ |
| 51 | 2,655 | SY | 2" Thick AC Pavement Hot Mix State Design Mix IV for portion of Kūhiō Highway from Sta. 0+00 to Kali Road. | \$ | \$ |

| ITEM NO. | ESTIMATED QUANTITY | | DESCRIPTION | UNIT PRICE | TOTAL |
|---|--------------------|----|--|------------|-------|
| 52 | 698 | LF | 18" Ductile Iron Pipe Waterline; Cl. 52, for portion of Kūhiō Highway from Sta. 0+00 to Kali Road, including all appurtenances, in place complete. | \$ | \$ |
| 53 | 81 | LF | 6" Ductile Iron Pipe Waterline; Cl. 52, for portion of Kūhiō Highway from Sta. 0+00 to Kali Road, including all appurtenances, in place complete. | \$ | \$ |
| 54 | 1 | LS | Ductile Iron Fittings (ANSI A-21.10 & AWWA C110), for portion of Kūhiō Highway from Sta. 0+00 to Kali Road, in place complete. | | \$ |
| 55 | 1 | EA | 18" Resilient Wedge Gate Valve MJxMJ with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 56 | 2 | EA | 6" Gate Valve MJxFE with C.I. Valve Box and Cover, including all appurtenances, in place complete. | \$ | \$ |
| 57 | 5 | EA | Single Service Lateral and assembly, including all appurtenances, in place complete. | \$ | \$ |
| 58 | 1 | EA | Double Service Lateral and assembly, including all appurtenances, in place complete. | \$ | \$ |
| 59 | 2 | EA | Fire Hydrant, including all appurtenances, in place complete. | \$ | \$ |
| 60 | 1 | EA | 2-1/2" Brass Cleanout and Riser, including all appurtenances, in place complete. | \$ | \$ |
| 61 | 1 | LS | Connection of New 18" Ductile Iron Waterline to Existing 18" Ductile Iron Waterline at Sta 0+00, including all appurtenances, in place complete. | | \$ |
| 62 | 1 | LS | Chlorination and flushing of water pipelines, including removal of temporary risers and incidental work, all in accordance with the specifications for portion of Kūhiō Highway from Sta. 0+00 to Kali Road. | | \$ |
| 63 | 1 | LS | Temporary traffic control for portion of Kūhiō Highway from Sta. 0+00 to Kali Road. | | \$ |
| TOTAL ADDITIVE NO. 3 SUM OFFER (Items 48 to 63, inclusive) | | | | | \$ |

(Key: LS = lump sum, SF = square feet, CY = cubic yards, LF = lineal feet, EA = each, SY = square yards, Allow = Allowance)

SCHEDULE C
MANDATORY LICENSING REQUIREMENT

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

LISTING OF SUBCONTRACTORS

Sec. 103D-302, H.R.S., provides that each offer for Public Works Construction Contracts shall include the name of each person or firm to be engaged by the Offeror as a joint contractor or subcontractor in the performance of the Public Works Construction Contract. The Offer shall also indicate the nature and scope of the work to be performed by such joint contractors or subcontractors. All offers which do not comply with this requirement shall be rejected pursuant to Sec. 103D-302(b) H.R.S.

To comply with the above provisions, the offeror shall complete the schedule of the nature and scope of work by listing, where applicable, the names of the joint contractors and subcontractors to be used after the description of the nature and scope of the work.

ALL JOINT CONTRACTORS OR SUBCONTRACTORS TO BE ENGAGED ON THIS PROJECT

The Offeror certifies that the following is a complete listing of all joint contractors and/or subcontractors who will be engaged by the Offeror on this Project to perform the nature and scope of work indicated **regardless of the percentage of the value of the work to be performed by the joint contractor or subcontractor**, pursuant to Section 103D-302, Hawai‘i Revised Statutes, and understands that failure to comply with this requirement shall be just cause for rejection of the Offer.

The Offeror further understands that only those joint contractors or subcontractors listed shall be allowed to perform work on this Project. If no joint contractor or subcontractor for any subdivision of work is listed, it shall be construed that the work shall be performed by the Offeror with Offeror’s employees.

All Offerors must be sure that they possess, and that the joint contractors or subcontractors listed in the Offer possess, all the necessary specialty licenses needed to perform the work for this Project. The Offeror shall be solely responsible for assuring that all specialty licenses required to perform the work is covered in the Offer.

The Offeror shall include the license number of the joint contractors or subcontractors listed below. Failure to provide the correct names and license numbers as registered with the Contractors Licensing Board may cause rejection of the offer submitted.

It is the sole responsibility of the contractor to review the requirements of this Project and determine the appropriate licenses that are required to complete the Project.

LISTING OF ALL JOINT CONTRACTORS OR SUBCONTRACTORS

| | Contractor Classification | Name of Joint Contractor or Subcontractor | License Number |
|-------|--|---|----------------|
| C-1 | Acoustical and Insulation Contractor | | |
| C-2 | Mechanical Insulation Contractor | | |
| C-3 | Asphalt Paving and Surfacing Contractor | | |
| C-3a | Asphalt Concrete Patching, Sealing, and Striping Contractor | | |
| C-3b | Play Court Surfacing Contractor | | |
| C-4 | Boiler, Hot-Water Heating and Steam Fitting Contractor | | |
| C-5 | Cabinet, Millwork, and Carpentry Remodeling and Repairs Contractor | | |
| C-5a | Garage Door and Window Shutters Contractor | | |
| C-5b | Siding Application Contractor | | |
| C-6 | Carpentry Framing Contractor | | |
| C-7 | Carpet Laying Contractor | | |
| C-9 | Cesspool Contractor | | |
| C-10 | Scaffolding Contractor | | |
| C-12 | Drywall Contractor | | |
| C-13 | Electrical Contractor | | |
| C-14 | Sign Contractor | | |
| C-15 | Electronic Systems Contractor | | |
| C-15a | Fire and Burglar Alarm Contractor | | |
| C-15b | Telecommunications Contractor | | |
| C-16 | Elevator Contractor | | |
| C-16a | Conveyor Systems Contractor | | |
| C-17 | Excavating, Grading, and Trenching Contractor | | |
| C-19 | Asbestos Contractor | | |
| C-20 | Fire Protection Contractor | | |
| C-20a | Fire Repressant Systems Contractor | | |

| | Contractor Classification | Name of Joint Contractor or Subcontractor | License Number |
|-------|--|---|----------------|
| C-21 | Flooring Contractor | | |
| C-22 | Glazing and Tinting Contractor | | |
| C-22a | Glass Tinting Contractor | | |
| C-23 | Gunite Contractor | | |
| C-24 | Building Moving and Wrecking Contractor | | |
| C-25 | Institutional and Commercial Equipment Contractor | | |
| C-27 | Landscaping Contractor | | |
| C-27a | Hydro Mulching Contractor | | |
| C-27b | Tree Trimming and Removal Contractor | | |
| C-31 | Masonry Contractor | | |
| C-31a | Cement Concrete Contractor | | |
| C-31b | Stone Masonry Contractor | | |
| C-31c | Refractory Contractor | | |
| C-31d | Tuckpointing and Caulking Contractor | | |
| C-31e | Concrete Cutting, Drilling, Sawing, Coring, and Pressure Grouting Contractor | | |
| C-32 | Ornamental, Guardrail, and Fencing Contractor | | |
| C-32a | Wood and Vinyl Fencing Contractor | | |
| C-33 | Painting and Decorating Contractor | | |
| C-33a | Wall Coverings Contractor | | |
| C-33b | Taping Contractor | | |
| C-33c | Surface Treatment Contractor | | |
| C-34 | Soil Stabilization Contractor | | |
| C-35 | Pile Driving, Pile and Caisson Drilling, and Foundation Contractor | | |
| C-36 | Plastering Contractor | | |
| C-36a | Lathing Contractor | | |

| | Contractor Classification | Name of Joint Contractor or Subcontractor | License Number |
|-------|---|---|----------------|
| C-37 | Plumbing Contractor | | |
| C-37a | Sewer and Drain Line Contractor | | |
| C-37b | Irrigation and Lawn Sprinkler Systems Contractor | | |
| C-37c | Vacuum and Air Systems Contractor | | |
| C-37d | Water Chlorination and Sanitation Contractor | | |
| C-37e | Treatment and Pumping Facilities Contractor | | |
| C-37f | Fuel Dispensing Contractor | | |
| C-38 | Post Tensioning Contractor | | |
| C-40 | Refrigeration Contractor | | |
| C-40a | Prefabricated Refrigerator Panels Contractor | | |
| C-41 | Reinforcing Steel Contractor | | |
| C-42 | Roofing Contractor | | |
| C-42a | Aluminum and Other Metal Shingles Contractor | | |
| C-42b | Wood Shingles and Wood Shakes Contractor | | |
| C-42c | Concrete and Clay Tile Contractor | | |
| C-42e | Urethane Foam Contractor | | |
| C-42g | Roof coatings Contractor | | |
| C-43 | Sewer, Sewage Disposal, Drain, and Pipe Laying Contractor | | |
| C-43a | Reconditioning and Repairing Pipeline Contractor | | |
| C-44 | Sheet Metal Contractor | | |
| C-44a | Gutters Contractor | | |
| C-44b | Awnings and Patio Cover Contractor | | |
| C-48 | Structural Steel Contractor | | |
| C-48a | Steel Door Contractor | | |
| C-49b | Hot Tub and Pool Contractor | | |

| | Contractor Classification | Name of Joint Contractor or Subcontractor | License Number |
|-------|---|---|----------------|
| C-51 | Tile Contractor | | |
| C-51a | Cultured Marble Contractor | | |
| C-51b | Terrazzo Contractor | | |
| C-52 | Ventilating and Air Conditioning Contractor | | |
| C-55 | Waterproofing Contractor | | |
| C-56 | Welding Contractor | | |
| C-57 | Well Contractor | | |
| C-57a | Pumps Installation Contractor | | |
| C-57b | Injection Well Contractor | | |
| C-60 | Solar Power Systems Contractor | | |
| C-61 | Solar Energy Systems Contractor | | |
| C-61a | Solar Hot Water Systems Contractor | | |
| C-61b | Solar Heating and Cooling Systems Contractor | | |
| C-62 | Pole and Line Contractor | | |
| C-62a | Pole Contractor | | |
| C-63 | High Voltage Electrical Contractor | | |
| C-68 | Classified Specialist | | |
| | Licensed Surveyor | | |
| | Licensed Geotechnical Engineer | | |
| | Licensed Structural Engineer | | |
| | Archaeologist | | |
| | Cultural Monitor | | |
| | Licensed Civil Engineer | | |
| | Supervising Control and Data Acquisition (SCADA) Contractor | | |
| * | | | |
| * | | | |
| * | | | |
| * | | | |

| | Contractor Classification | Name of Joint Contractor or Subcontractor | License Number |
|---|---------------------------|---|----------------|
| * | | | |
| * | | | |

* Contractor to add licenses as required to complete the scope of work. Attach additional sheet as needed.

It is understood and agreed that the Department reserves the right to reject any and/or all offers and waive any defects when, in the Department’s opinion, such rejection or waiver shall be for the best interest of the Department.

For purpose of evaluating the criterion described in this solicitation, it is understood and agreed that offers will be compared on the basis of the Total Sum Offer which shall be considered to be the total sum of actual or corrected amounts proposed on each item. The offerors signed Offer shall constitute the Offeror’s official offer. The Department reserves the right to designate the contract amount based on selected Offeror’s Total Sum Offer depending on the funds available for this Project.

It is also understood and agreed that the work called for under this Project must and shall be completed within **FOUR HUNDRED (400)** consecutive calendar days after written notice has been given to the successful Offeror to commence work. It is also understood and agreed that the quantities given herewith are approximate only and are subject to increase or decrease and that the undersigned will perform all quantities of work, as either increase or decrease, in accordance with the provisions of the specifications.

It is also understood and agreed that the estimated quantities shown for items for which a UNIT PRICE is listed in the Offer are only for the purpose of comparing on a uniform basis offers offered for the work under this contract, and the undersigned agrees that the undersigned is satisfied with and will not dispute said estimated quantities as a means of comparing the offers. It is understood and agreed that the Offeror will make no claims for anticipated profit or loss of profit because of a difference between quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities. On UNIT PRICE offers, payment will be made only for the actual number of units incorporated into the finished project at the contract UNIT PRICE.

It is also understood and agreed that if the product of the UNIT PRICE offer and the number of units does not equal the total amount stated by the Offeror in the offer for any item, it will be assumed that the error was made in computing the total amount. For purpose of evaluating the criterion described in this solicitation, the stated UNIT PRICE alone will be considered as representing the Offeror’s intention and the total amount offered on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.

It is also understood and agreed that the liquidated damages in the amount of **ONE THOUSAND DOLLARS (\$1,000.00)** for each and every calendar day in excess thereof prior to completion of the contract beyond the specified and approved completion date, shall be withheld from payments due to the Contractor, pursuant to the Damages for Delay provision contained in this solicitation.

It is also understood and agreed that if this offer is accepted, the successful offeror will contract with the Board and said offeror shall furnish the required bonds to the Board within ten (10) days from the date of receiving from the Board the contract prepared and ready for execution.

It is further understood and agreed that the successful offeror will provide all necessary materials, labor, tools, equipment, and other incidental necessary to do all the work and furnish all the materials specified in the contract in the manner and time herein prescribed and according to the requirements of the Department as therein set forth.

The undersigned further understands and agrees that by submitting this Offer, 1) the Offeror is declaring that the Offer is not in violation of Chapter 84, Hawai'i Revised Statutes, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

It is also understood and agreed that if this Offer is accepted and the undersigned shall fail to or neglect to contract as aforesaid, the Board may determine that the offeror has abandoned the contract and thereupon forfeiture of the security accompanying the Offer shall operate and the same shall become the property of the Board.

| | | |
|---|-----|-------------|
| Enclosed herewith is a Bidder's Bond (Bid Security) | () | for the sum |
| Surety Bond | () | |
| Legal Tender | () | |
| Certificate of Deposit | () | |
| Share Certificate | () | |
| Cashier's Check | () | |
| Treasurer's Check | () | |
| Teller's Check | () | |
| Certified Check | () | |

of _____ DOLLARS
(\$ _____) payable to the Department of Water, being not less than the sum required under Sub-Section 2.9 "Bid Security" of the "General Provisions for Construction Contracts of the Department of Water", dated April 25, 2016.

Evidence of the undersigned Offeror having the authority to submit this Offer and to enter a contract is herewith furnished.

Respectfully submitted,

Name of Offeror

Authorized Signature

Print/Type Name & Title of above

Address, Zip Code

Telephone

Contractor's License No.

State of Hawai'i General Excise Tax License No.

Federal Employer Identification No.

Type of Organization: (Please designate)

- Sole Proprietorship Partnership
- Corporation Joint Venture
- Other (*please specify*) _____

State of Incorporation: Hawai'i Other (*please specify*) _____

Name of Performance Bond Surety Co. _____

Address _____

Authorized to do Business in the State of Hawai'i? Yes or No

If corporation, state who will sign contract and signatory's title:

Name

Title

| | |
|------|-------|
| Name | Title |
| | |

If the Offeror is a CORPORATION, the legal name of the corporation shall be set forth on the Offer, together with the signature(s) of the Officer(s) authorized to sign on behalf of the corporation and the corporate seal affixed thereto. Evidence of the authority of the Officer(s) to sign on behalf of the Corporation SHALL be attached to this page and included in the Offer. Acceptable evidence of authority to sign includes, but is not limited to, a copy of the articles of incorporation, corporate resolution, or corporate by-laws. (See HRS Ch. 415, Hawai'i Business Corporation Act).

If the Offeror is a LIMITED LIABILITY COMPANY, the legal name of the company shall be set forth on the Offer, together with the signature(s) of the member of the limited liability company or manager of the manger-managed limited liability company authorized to sign on behalf of the entity. Evidence of the authority of the Officer(s) authorized to sign on behalf of the company SHALL be attached to this page and included in the Offer.

If the Offeror is a PARTNERSHIP, the legal name of the firm shall be set forth on the Offer, together with the signature(s) of the General Partner(s) authorized to sign on behalf of the partnership. Evidence of the authority of the General Partner(s) authorized to sign on behalf of the partnership SHALL be attached to this page and included with the Offer. Acceptable evidence of authority to sign for the partnership includes, but is not limited to, a copy of the partnership registration statement or authorization signed by all of the partners. (See HRS Ch. 425, Partnerships).

If Offeror is a SOLE PROPRIETORSHIP, Offeror's signature shall be placed above.

NOTE: PLEASE DO NOT DETACH THIS SAMPLE OFFER FROM THE SPECIFICATIONS. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR OFFER MAY BE REJECTED.

APPENDIX D: Insurance.

(See Attached)

APPENDIX E: Wage Certificate for Service Contracts

WAGE CERTIFICATE FOR CONSTRUCTION CONTRACTS

Projects subject to HRS 104

TO: Chief Procurement Officer

SUBJECT: Solicitation No.: _____

PROJECT: _____

Pursuant to **HRS 103-55.5 Wages and Hours of Employees on Public Works Construction Contracts**, I hereby certify that if awarded the contract in excess of \$2,000, the work to be performed will be performed under the following conditions:

1. Individuals engaged in the performance of the contract on the job site shall be paid:
 - a. Not less than the wages that the director of labor and industrial relations shall have determined to be prevailing for corresponding classes of laborers and mechanics employed on public works projects; and
 - b. Overtime compensation at one and one-half times the basic hourly rate plus fringe benefits for hours worked on Saturday, Sunday, or a legal holiday of the State or in excess of eight hours on any other day; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety shall be fully complied with.

Offeror: _____

By: _____

Title: _____

Date: _____

APPENDIX F: Certification of Compliance for Final Payment.

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

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

_____ affirms it is in
(Company Name)

compliance with all laws, as applicable, governing doing business in the State of Hawai‘i to include the following:

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

maintains a “Certificate of Good Standing” from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)

acknowledges that making a false statement shall cause its suspension and may cause its debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX G: Apprenticeship Program.

Bidders seeking preference for this shall:

1. Be a party to an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR) at the time of its Offer for each apprenticeable trade the Proposer will employ to construct the public works project for which the Offer is made; and
2. For each apprenticeable trade the proposer will employ for this project, submit with its Offer fully executed and authorized CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17. Schedule F attached to this solicitation verifying participation in apprenticeship program(s) registered with the DLIR.
3. The Contractor shall certify each month that work is being conducted on the project and that it continues to be a participant in the relevant apprenticeship program for each trade it employs. Monthly certification shall be made on MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (Schedule F-I).

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

| | | | |
|--|---|---|---|
| I. Bidder's Identifying Information | | | |
| A. Legal Business Name: _____ | | | |
| B. Project Bid Title & Reference No.: _____ | | | |
| C. Contact Person's Name: _____ | | | |
| 1. Phone No.: _____ | | 2. E-Mail: _____ | |
| II. Apprenticeable Trades To Be Employed* | B. Apprenticeship Sponsor* (One Sponsor Per Form) | C. No. Enrolled (# of apprentices currently enrolled as of bidder's request date) | D. No. Completed (# of apprentices who completed the apprenticeship program in the 12 months prior to request date) |
| A. (List) | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| III. Bidder's Certification | | | |
| I certify that the above information is accurate to the best of my knowledge, I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference. | | | |
| _____ | | _____ | |
| A. Name (Type) | | B. Title | |
| _____ | | _____ | |
| C. Signature (original signature required) | | D. Date | |
| IV. Apprenticeship Sponsor's Contact Information | | | |
| A. Training Coordinator's Name: _____ | | | |
| B. Address: _____ | | | |
| C. Phone No.: _____ D. E-Mail: _____ E. Fax No: _____ | | | |
| V. Apprenticeship Program Sponsor's Certification | | | |
| I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17. | | | |
| _____ | | _____ | |
| A. Name of Authorized Official | | B. Title | |
| _____ | | _____ | |
| C. Signature (original signature required) | | D. Date | |

* Name of Apprenticeable Trade and Apprenticeship Sponsor must be the same as recorded in the List of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. (Rev. 08/25/2010)

SCHEDULE F-1 - MONTHLY REPORT OF CONTRACTOR'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17

| | | | |
|--|--|--|----------------------|
| I. Contractor's Identifying Information | | II. Reporting Period | |
| A. Legal Business Name: | | A. Month: (choose) | B. Year: (choose) |
| B. Project Bid Title & Reference No.: | | | |
| C. Contact Person's Name: | | | |
| 1. Phone No.: | | 2. E-Mail: | |
| III. Apprenticeship Program (Complete a separate form for <i>each</i> apprenticeship program in which workers are employed on the project) | | | |
| A. Contractor was a party to an apprenticeship program or programs with the following sponsor: (Give sponsor's name(s).*) | | B. Was the contractor a party to the program during the <i>entire</i> report month? | |
| | | 1. YES <input type="checkbox"/> | |
| | | 2. NO <input type="checkbox"/> If NO, state applicable period and why (may be subject to sanctions.) | |
| III. Contractor's Certification | | | |
| I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the preference under Act 17 and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference. | | | |
| _____ | | _____ | |
| A. Name (Type) | | B. Title | |
| _____ | | _____ | |
| C. Signature (original signature required) | | D. Date | |
| IV. Apprenticeship Sponsor's Contact Information | | | |
| A. Training Coordinator's Name: _____ | | | |
| B. Address: _____ | | | |
| C. Phone No.: _____ | | D. E-Mail: _____ | |
| E. Fax No: _____ | | | |
| V. Apprenticeship Program Sponsor's Certification | | | |
| I certify that the above information is accurate to the best of my knowledge. I understand that my willful misstatement of facts may cause forfeiture of the bidder's preference and may result in criminal action. I give permission for outside sources to be contacted and for them to disclose any information necessary to verify the bidder's preference under Act 17. | | | |
| _____ | | _____ | |
| A. Name of Authorized Official | | B. Title | |
| _____ | | _____ | |
| C. Signature (original signature required) | | D. Date | |

* Name of Name of Apprenticeship Sponsor must be the same as recorded in the list of Construction Trades in Registered Apprenticeship Programs that is posted on the State Department of Labor and Industrial Relations website. (Rev. 08/25/2010)

APPENDIX H: N/A

APPENDIX I: Archaeological Literature Review and Field Inspection Report

APPENDIX J: Phase I Environmental Site Assessment

APPENDIX K: Employment of State Residents on Construction Procurement Contracts.

a. Definitions

“Contract” means contracts for construction under Chapter 103D HRS.

“Contractor” has the same meaning as in section 103D-104, HRS; provided that contractor includes a subcontractor where applicable

“Construction” has the same meaning as in section 103D-104 HRS

“Procurement Officer” has the same meaning as in section 103D-104 HRS

“Resident” means a person who is physically present in the state at the time the person claims to have established the person’s domiciled in the state and shows the person’s intent is to make Hawai‘i the person’s primary residence.

“Shortage trade” means a construction trade in which there is a shortage of Hawai‘i residents qualified to work in the trade.

b. Requirements of Contractor

The contractor awarded this contract shall ensure that Hawai‘i Residents compose not less than eighty percent (80%) of the workforce employed to perform this Contract, calculated as follows:

The eighty percent (80%) requirement shall be determined by dividing the total number of hours worked on a contract by Residents by the total number of hours worked by all employees of the Contractor in the performance of the Contract. Hours worked for any subcontractor of the contractor shall count towards the calculation for purposes of this subsection. The hours worked by employees within shortage trades, as determined by the Department of Labor and Industrial Relations, shall not be included in the calculations for purposes of this subsection.

This requirement shall be applicable during the entire duration of this Contract. A notarized Certification for Employment of State Residents on Construction Procurement Contracts (Schedule I) shall be submitted on a monthly basis with your request for progress payments. If no request for progress payments are made for any month, the Contractor is still responsible to submit the certification on a monthly basis.

c. Penalties

Failure to comply with this requirement shall be subject to any of the following sanctions:

- A. Temporary suspension of work on the project until the Contractor or subcontractor complies with Act 68;
- B. Withholding of payment on the Contract or subcontract as applicable, until the Contractor or subcontractor complies with Act 68;
- C. Permanent disqualification of the Contractor or subcontractor from any further work on the project;

D. Recovery by the Department of any moneys expended on the Contract or subcontract, as applicable; or

E. Proceedings for debarment or suspension of the contractor or subcontractor under section 103D-702.

d. Conflict with Federal Law

Act 68 shall not apply if the application of the Act is in conflict with any federal law, or if application of Act 68 will disqualify the Department from receiving federal funds or aid.

CERTIFICATION OF COMPLIANCE
FOR
EMPLOYMENT OF STATE RESIDENTS
ACT 68, SESSION LAWS OF HAWAI'I 2010

Project Title: _____

DOW Project No.: _____

Contract No.: _____

As required by Act 68, Session Laws of Hawai'i 2010 – Employment of State Residents on Construction Procurement Contracts, I hereby certify under oath, that I am an officer of _____ (*Name of Company*) and for the month of _____, 20____, _____ (*Name of Company*) is in compliance with Act 68, SLH 2010, by employing a workforce of whom not less than eighty percent are Hawai'i residents, as calculated according to the formula in the solicitation, to perform this Contract.

- I am an officer of the Contractor for this contract.
- I am an officer of the Subcontractor for this contract.

CORPORATE SEAL

(Name of Company)

(Signature)

(Print Name)

(Print Title)

NOTARY CERTIFICATION

APPENDIX L: Certification of Compliance with HRS 396-18, Safety and Health Programs for Contractor Bidding On Board Construction Jobs

PROJECT NAME: _____

SOLICITATION NO.: _____

This is to certify that the undersigned will comply with the requirements of HRS 396-18, as follows:

(A) Pursuant to HRS 396-18, all bids and proposals in excess of \$100,000 shall include a signed certification from the bidder that a written safety and health plan for the job will be available and implemented by the notice to proceed dates of the project. The written safety and health plan shall include:

- (1) A safety and health policy statement reflecting management commitment;
- (2) A description of the safety and health responsibilities of all levels of management and supervisors on the job, and a statement of accountability appropriate to each;
- (3) The details of:
 - (a) The mechanism for employee involvement in job hazard analysis;
 - (b) Hazard identification, including periodic inspections and hazard correction and control;
 - (c) Accident and “near-miss” investigations; and
 - (d) Evaluations of employee training programs.
- (4) A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and
- (5) A certification by a senior corporate or company manager that the plan is true and correct.

(B) Failure to submit the required certification may be grounds for disqualification of the bid.

(C) Failure to have available on site or failure to implement the written safety and health plan by the project’s Notice to Proceed Dates shall be considered willful noncompliance and be sufficient grounds to disqualify the award and terminate the contract.

Name of Contractor: _____

Signature and Title: _____

Date: _____

APPENDIX M: Special Provisions.

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

SECTION SP-1 – GENERAL REQUIREMENTS

| <u>SECTION</u> | <u>DESCRIPTION</u> |
|----------------|---|
| 1.1 | General Provisions, Specifications and Standard Details |
| 1.2 | Preconstruction Conference |
| 1.3 | Contractor’s Responses by Hardcopy or Facsimile |
| 1.4 | Failure to Complete On Time and Liquidated Damages |
| 1.5 | Measurements |
| 1.6 | Project Record Drawings |
| 1.7 | Substitutions |
| 1.8 | Storage, Work Zone, Construction Access |
| 1.9 | Preservation of Property |
| 1.10 | Extra Work |
| 1.11 | Building Laws |
| 1.12 | Delivery of Materials at Site |
| 1.13 | Defective Materials |
| 1.14 | Clean-up |
| 1.15 | Environmental Protection |
| 1.16 | Project Sign |
| 1.17 | Submittals |
| 1.18 | Construction Coordination |

SECTION SP-2 – WATER SYSTEM STANDARDS – OTHER ADDENDUMS AND AMENDMENTS

SECTION SP-3 – DUCTILE IRON PIPE

SECTION SP-4 – PIPING AND FITTINGS

SECTION SP-5 – ENVIRONMENTAL POLLUTION CONTROL

SECTION SP-7 – CONTROLLED LOW STRENGTH MATERIAL

SECTION SP-8 – CONSTRUCTION RIGHT-OF-ENTRY

SECTION SP-9 – MISCELLANEOUS REQUIREMENTS

SECTION SP-10 – NATIONAL POLLUTANT DISCHARGE ELIMINATION PROGRAM PERMITS

SECTION SP-11 – HAZARDOUS MATERIALS

SPECIAL PROVISIONS

SECTION SP-1 – GENERAL REQUIREMENTS

- 1.1 GENERAL PROVISIONS, SPECIFICATIONS, AND STANDARD DETAILS: The special provisions, plans, general provisions, Water Standards, DPW Standard Specifications and Details, contract documents and all supplemental documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for the complete work. In case of conflict or discrepancy within any part of the contract, the stricter requirements, including Hawai'i State Statutory requirements, shall govern. Unless it is apparent that a different order of precedence is intended, the special provisions shall govern over plans, general provisions and Water Standards; plans shall govern over general provisions; general provisions shall govern over Water Standards; Water Standards shall govern over DPW Standard Specifications; figured dimensions and drawings take precedence over measurements by scale, and detail drawings; instructions to proposers shall be incorporated and made a part of the special provisions.
- 1.1.01 GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF THE DEPARTMENT OF WATER, COUNTY OF KAUA'I: The “GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF THE DEPARTMENT OF WATER, COUNTY OF KAUA'I”, April 25, 2016 as amended, is by reference incorporated herein and made a part of these specifications.
- 1.1.02 WATER SYSTEM STANDARDS: The “WATER SYSTEM STANDARDS”, 2002, as amended, as adopted by the Department of Water, County of Kaua'i; Board of Water Supply, City and County of Honolulu; Department of Water Supply, County of Maui; Department of Water Supply, County of Hawai'i is by reference incorporated herein and made a part of these specifications. These specifications are not bound in these contract documents, but shall by reference be incorporated herein and made a part of these specifications.

SECTION 302 - WATER MAINS AND APPURTENANCES

The following shall supplement the applicable subsections of Division 300 - Construction of the “Water System Standards”, 2002.

Make the following amendments to said section:

SECTION 302.02 – TRENCH EXCAVATION

Add the following paragraph to the “A. General” subsection:

Because construction will occur within residential neighborhoods, the Contractor shall secure all areas under construction with due regard for the safety of all persons and property at all times.

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for trench excavation (without classification), backfill, select borrow, pipe cushion, and cost to safely secure all areas under construction will not be paid for separately but shall

be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.03 – TRENCH BACKFILL

Add the following paragraph to the “A. General” subsection:

If backfilling ground is continuously wet, pipe cushion and backfill material shall consist of coarse aggregate, ASTM C 33, Size Number 67, and shall be completely encapsulated with non-woven geotextile filter fabric unless approval for other material is granted.

Amend the first paragraph of the “G. Payment” subsection to read:

Payment for aggregate and sand pipe cushion surrounding the pipe, pipe bedding, non-woven geotextile filter fabric pipe cushion encasement, trench backfill, select borrow, warning tape, and backfill at valve boxes, meter boxes, manholes, and handholes will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.04 – SHEATHING

Add the following paragraph to the “A. General” subsection:

Contractor shall provide and maintain sheathing and bracing as necessary to support excavation and trenching and shall comply with Occupational Safety & Health Administration (OSHA) requirements. The contractor shall deem a competent person for trench excavation and that person shall be on-site during all trench excavation and backfill.

Amend the entire “B. Payment” subsection to read:

Payment for installation and removal of sheathing and bracing, and for additional excavation (without classification), additional aggregate and sand cushion to surround the pipe, additional non-woven geotextile filter fabric to surround the cushion, additional bedding, and additional backfill required because of sheathing or bracing work will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.05 – DEWATERING

Amend the first paragraph of the “A. General” subsection to read:

In locations where water is present in the trench, the Contractor must dewater by pumping or other means to keep the trench free of water during the installation of pipe cushion, the pipe itself, the testing, connection, relocation, lowering of the water mains, and until backfilling is completed to a point 12 inches above the top of the pipe. The Contractor shall provide proper facilities for delivering all pump water to its intended outfall location and attain all necessary permits required for discharge.

If the Contractor elects to discharge dewatering effluent into State Waters or existing drainage systems, the Contractor shall obtain NPDES General Permit Coverage authorizing discharges

associated with construction activity dewatering from the Department of Health, Clean Water Branch (DOW-CWB). The Contractor shall prepare and submit permit application (CWB-NOI Form G) to DOH-CWB and shall not begin dewatering activities until DOH-CWB has issued Notice of General Permit Coverage (NGPC) and shall conduct dewatering operations in accordance with the conditions in NGPC. Contractor shall submit a copy of NPDES dewatering Application and Permit to the Manager.

Amend the entire “B. Payment” subsection to read:

Payment for dewatering activities, including but not limited to the preparation and implementation of NPDES General Permit Coverage authorizing discharges associated with construction activity dewatering, and the installation, maintenance, monitoring, and removal of Best Management Practices (BMPs), will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

For all fines received by the Department for non-compliance with the Notice of General Permit Coverage (NGPC), the Contractor shall reimburse the Department within 30 days for the full amount of the outstanding cost the Department has incurred, or the Department will deduct the cost from the Contractor’s progress payment.

SECTION 302.06 – “ADOBE” OR CLAY

Amend the entire “B. Payment” subsection to read:

Exclusive of the payments due for work defined in Section 302.07 – MUD REMOVAL AND CRUSHED ROCK TRENCH STABILIZATION, no separate payment for excavation (without classification) and removal of adobe, clay or other unsuitable material from the pipe trench or for necessary backfill material approved by the Manager to replace those materials will be made; the compensation for such work shall be deemed to be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.07 – MUD REMOVAL AND CRUSHED ROCK TRENCH STABILIZATION

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for excavation (without classification) to remove and dispose of mud or undesirable materials from the pipe trench whether native or caused by contractor means and methods will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.08 – BLASTING

Amend the entire “A. General” and “B. Payment” subsections to read:

No blasting shall be allowed on this project.

SECTION 302.09 – EXCAVATION FOR MANHOLES

Amend the second paragraph of the “B. Payment” subsection to read:

Payment for excavation (without classification) for manholes will not be paid for separately but shall be deemed to be included in the Unit Price for the furnishing and installation of Manholes.

SECTION 302.10 - EXCAVATION FOR THRUST BLOCKS, BEAMS, AND TEST BLOCKS

Amend the entire "B. Payment" subsection to read:

Payment for excavation (without classification) and backfill of concrete thrust blocks, thrust beams, reaction blocks, and test blocks will not be paid for separately but shall be included in the Unit Price for installation of Concrete Thrust Blocks, Thrust Beams, Reaction Blocks, and Test Blocks or Waterline installation line items.

SECTION 302.11 – SURPLUS EXCAVATION

Amend the entire "B. Payment" subsection to read:

Payment for the removal and disposal of surplus excavation material will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of the various items in the Proposal.

SECTION 302.12 - DUCTILE IRON PIPE

Add the following paragraph to the "A. General" subsection:

Transition couplings shall be Romac Style "501", Style "RC501", or approved equal. D.I. to A.C. transition couplings shall be 14" in length.

Add the following paragraphs to the "E. Payment" subsection:

The Unit Price for furnishing and installation of the various sizes of Ductile Iron Pipe shall be inclusive of trench excavation (without classification), trench backfill, pipe cushion, warning tape, sheathing and dewatering of trench, removal and disposal of adobe, clay, mud, and other unsuitable material from the trench, and removal and disposal of surplus excavation material, and all associated cost for licensed Geotechnical Engineer monitoring, analysis, and testing.

Payment for furnishing and installation of transition couplings shall not be made directly, costs for furnishing and installation of transition couplings shall be included in the Lump Sum for the various Connections to Existing Water Mains in the Proposal.

SECTION 302.14 PLASTIC PIPE

Add the following paragraphs to the "A. General" subsection:

The contractor shall furnish and install Polyvinyl Chloride (PVC) pipe for this project if required. All types and sizes of PVC pipes shall be AWWA C900, Pressure Class 200, DR14 pipe for pipes larger than 2 1/2" or schedule 80 PVC pipe for sizes 2 1/2" and smaller.

Pipe cushion material as called for on the plans shall adhere to the requirements of “Water System Standards” Section 209.02, Pipe Cushion. When ground water is encountered or when required by the Engineer, the pipe cushion shall be wrapped in non-woven geotextile fabric in accordance with the “Water System Standards” Section 212.05, Geotextile Fabrics. The contractor shall retain the services of a licensed Geotechnical Engineer to monitor the quality of pipe cushion material, installation, and compaction of the pipe cushion, geotextile encasement, and trench backfill. The Department of Water will require periodic sieve testing of the pipe cushion material during the course of construction.

If PVC installation will be within State Highways Right-of-Way, installation, work, and materials used for this project shall comply with the requirements in Section 624 – Water System, Section 703.21 – Trench Backfill Material, Section 716 – Geotextiles, and Section 716.03 – Geotextiles for Underdrain Applications of the “Specifications for Road and Bridge Construction”, State of Hawai‘i, dated 2005, unless otherwise approved by the authoritative agency.

Transition couplings shall be Romac Style “501”, Style “RC501”, or approved equal. C-900 PVC to A.C. transition couplings shall be 14" in length.

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for furnishing and installation of various sizes of PVC Pipe including all necessary joints accessories and fusion process and accompanying ground restraints, will be made at the respective Unit Price per linear foot based on the actual linear feet of PVC pipe installed (exclusive of valves, fittings, bends, and adapters), cleaned or pigged and successfully hydrotested in the field.

Add the following paragraphs to the “B. Payment” subsection:

The Unit Price for furnishing and installation of the various sizes of PVC Pipe shall be inclusive of trench excavation (without classification), trench backfill, pipe cushion, geotextile filter fabric encasement, conducting cable, warning tape, sheathing, removal and disposal of adobe, clay, mud, and other unsuitable material from the trench, removal and disposal of surplus excavation material, and all associated cost for licensed Geotechnical Engineer monitoring, analysis, and testing.

Payment for furnishing and installation of transition couplings shall not be made directly, costs for furnishing and installation of transition couplings shall be included in the Lump Sum for the various Connections to Existing Water Mains in the Proposal.

SECTION 302.15 - FITTINGS AND SPECIALS (DUCTILE IRON, CONCRETE CYLINDER, PLASTIC PVC PIPE)

Add the following paragraph to the “A. General” subsection:

The contractor shall furnish and install EBAA Iron Series 2000PV MEGALUG Mechanical Joint Restraint for plain end PVC pipe at all mechanical joint fittings and EBAA Iron Series 2100 MEGAFLANGE Restrained Flange Adapter for plain end PVC pipe at all flange joints. Both shall be installed in accordance with the manufacturer’s guidelines.

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for furnishing and installing Cast Iron and Ductile Iron Fittings will be made at the Lump Sum Price, complete in place. The Contractor shall be responsible for the actual number of cast iron and ductile iron fittings furnished, installed and tested in the field. If a line item for Cast Iron and Ductile Iron fittings is not specifically provided, the contractor shall include the cost in the furnishing and installation of the waterline unit price.

Amend the fourth paragraph of the “B. Payment” subsection to read:

Payment for furnishing and installation PVC Fittings, including copper toning wire will not be paid for separately but shall be included in the Unit Price for furnishing and installation of the various sized PVC Pipes in the proposal.

Amend the fifth paragraph of the “B. Payment” subsection to read:

Payment for furnishing and installation Flanged by Bell Adapters, Flanged Dismantling Joints, MEGALUG Mechanical Joint Restraint, and MEGAFLANGE Restrained Flange Adapters will not be paid for separately but shall be included in the Lump Sum Price for Cast Iron and Ductile Iron Fittings, in place complete.

SECTION 302.16 - GATE VALVES AND BUTTERFLY VALVES

Amend the first paragraph of the “A. General” subsection to read:

The contractor shall furnish and install all permanent and temporary gate valves and butterfly valves at locations shown on the plans or as directed by the Engineer. Unless otherwise specified, the installation shall be in accordance with the Standard Details. Specifications for furnishing and installing Temporary Gate Valves will comply with this section of the specification.

Amend the fourth paragraph of the “A. General” subsection to read:

Concrete anchor block with non-corrosive straps will not be required for this project.

Add the following paragraph to the “B. Payment” subsection:

The Unit Price for furnishing and installing Gate Valves and Butterfly Valves and furnishing and installing Temporary Gate Valves shall be inclusive of trench excavation (without classification), cast iron valve box, trench backfill, pipe cushion, warning tape, sheathing and dewatering of trench, removal and disposal of adobe, clay, mud, and other unsuitable material from the trench, and removal and disposal of surplus excavation material.

SECTION 302.17 - AIR RELIEF VALVES

Add the following paragraph to the “A. General” subsection:

Air relief valves shall be One-Inch Val-Matic Valve & Manufacturing Corp. Combination Air Valve 201C.2 with screened hood, or approved equal.

Amend the second paragraph of the “B. Payment” subsection to read:

The Unit Price for furnishing and installation of Air Relief Valve shall be full compensation for all labor, materials, tools and equipment for excavation (without classification) and backfill, sheathing and dewatering of trench, installation of copper pipes, fittings, various types of valves, ARV, cinder or crush rock cushion, brick saddle, ARV pipe stand, concrete footing, roofing felt, stainless steel straps, screened hood, paint, testing, and all other incidentals to complete this work.

SECTION 302.18 - SERVICE LATERALS, CONNECTIONS AND PIPES

Add the following paragraphs under “A. General” subsection:

New service laterals shall be terminated with an angle valve in the existing meter boxes to facilitate the reconnection to the water meter.

Where existing meters are located within private properties, the new service lateral will be terminated within the public right-of-way and include a new Type “B” or Type “X” meter box with cast iron cover.

When a new lateral is being installed for an existing Department of Water consumer, the contractor shall furnish and install lateral piping including all fittings and appurtenances between the new meter and the existing consumer piping and perform reconnection work, and include a new meter box and cover.

When an existing lateral is being abandoned, the contractor shall cut and plug the existing lateral at the main. The existing meter box and cover shall be cleaned and transported to the Department’s Baseyard in Līhu‘e or Puhi, unless otherwise directed by the Engineer.

Amend the entire “D. Payment” subsection to read:

Payment covered under service laterals and connections and appurtenances shall be as follows: Payment for furnishing and installing various sizes of new service laterals and service connections, regardless of the lengths of the laterals or connections, will be made at the Unit Price per each unit based on the actual number installed and tested.

The Unit Price for furnishing and installing various sizes of new service laterals, service connections, and appurtenances shall be full compensation for all labor, materials, tools, and equipment for all handling, hauling, unloading, placing, testing, and all other incidental necessary to complete the work.

No separate payment for the furnishing and installation of taps into mains, reconnections to existing consumer piping, temporary connections, cut and plug and removal of existing laterals, transferal of meters, pipes, fittings, ball corps, ball stops, angle valves, globe valves, double hub fittings, tapping tees, service saddles, meter boxes and covers, meter splices, brass pipes, caps, PVC conduits, warning tape, polyethylene wrap, plastic lateral for isolation, nor any other appurtenances will be made. Additionally, no separate payment will be for trench excavation (without classification) and backfill, sheathing and dewatering of trench, pipe cushion, nor transporting existing meter boxes and covers to the Department’s Baseyard in

Līhu'e or Puhi. The compensation for this work and items shall be deemed to be included in the Unit Price for New Service Laterals.

SECTION 302.19 – METER BOXES

Amend the entire “B. Payment” subsection to read:

Payment for the furnishing and installation of meter boxes including frames and covers will not be paid for separately but shall be included in the Unit Price for Service Laterals or Air Relief Valve Assemblies.

Payment for the furnishing and installation of Meter Boxes shall be full compensation for all labor, materials, tools and equipment for all handling, hauling, unloading, placing, bricks, concrete, cast iron covers, painting, concrete slabs and all other incidentals necessary to complete the work.

No separate payment for excavation (without classification) and backfill of Meter Boxes will be made; the compensation for such work shall be deemed to be included in the Unit Price for Service Laterals or Air Relief Valve Assemblies.

SECTION 302.20 - FIRE HYDRANTS

Amend the third paragraph of the “B. Payment” subsection into the following paragraphs:

Payment for excavation (without classification), backfill, sheathing and dewatering of trench, and fire hydrant markers will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of Fire Hydrants.

No separate payment for the furnishing and installation of hydrant elbow, hydrant extension, pipe cushion, flat brick support, and all other appurtenances will be made; the compensation for such work shall be deemed to be included in the Unit Price for Fire Hydrants.

SECTION 302.21 - FIRE HYDRANT MARKERS

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for hydrant markers will not be paid for separately but shall be included in the Unit Price for the furnishing and installation of Fire Hydrants.

SECTION 302.22 - CONCRETE BLOCKS, JACKETS, BEAMS, CURB GUARDS FOR FIRE HYDRANTS AND METER BOXES, MANHOLE AND VALVE BOX COLLAR

Amend the entire “B. Payment” subsection to read:

Payment for concrete reaction blocks, thrust beams, thrust blocks and test blocks will be made at the Unit Price per each either by specific proposal line item or as a portion within the furnishing and installation of waterline line item. The Unit Price for concrete reaction blocks, thrust beams, thrust blocks and test blocks shall be full compensation for all labor, materials, tools and equipment for all excavation (without classification), backfill, sheathing, dewatering, concrete, forms, tie wire and chairs, bracings, straps, structural struts, surface finishing, curing,

mixing, hauling, furnishing and placing reinforcing steel, and all other incidental materials and work necessary to construct the concrete reaction block, thrust block or thrust beam, in place complete.

Payment for concrete jackets will be made at the Unit Price per linear feet of concrete jacket installed for the various sizes of pipe, regardless of pipe size either by specific proposal line item or as a portion within the furnishing and installation of waterline line item. The Unit Price for concrete jackets shall be full compensation for all labor, materials, tools and equipment for all excavation (without classification), backfill, sheathing, dewatering, concrete, forms, tie wire and chairs, bracings, straps, surface finishing, curing, mixing, hauling, furnishing and placing reinforcing steel, and all other incidental materials and work necessary to construct the concrete jackets in place complete.

Payment for concrete jackets for smaller utility conduits crossing the project's waterlines shall not be made separately. Costs for furnishing and installation of concrete jackets, including miscellaneous items such as warning tapes, shall be deemed to be included in the Unit Price for furnishing and installation of the various sizes and types of pipes in the Proposal.

SECTION 302.24 - VALVE BOXES

Amend the first paragraph of the "A. General" subsection to read:

Valve boxes for air relief valves, butterfly valves and cleanouts shall be installed in accordance with the Standard Details. Valve boxes for temporary and permanent gate valves shall be furnished and installed in conformance with Standard Detail V11 of the WATER SYSTEM STANDARDS or as defined on the construction drawing for this project. Valve boxes shall be installed 3 feet minimum clear from gutter, curbs, utilities and any structures. For this section, Valve Box specifications for Temporary and Permanent Gate Valves are identical.

Amend the entire "B. Payment" subsection to read:

Payment for the furnishing and installing of valve boxes including cast iron frames and covers and adjusting valve boxes to the required grade will not be paid for separately but shall be included in the Unit Price for Gate Valves or Temporary Gate Valves or Tapping Valves or Cleanout assemblies.

Payment shall be full compensation for all labor, materials, tools and equipment for all excavation (without classification) and backfill, cast iron frames and covers, concrete settlement slab, reinforced concrete collar and leveling slab, standpipe (concrete, cast iron, ductile iron, or welded steel pipe), brick leveling course, crushed rock fill, pipe cushion, painting, general area clean up, and all other incidentals necessary to complete the work.

No separate payment for backfilling around valve boxes with black sand, sand or coral chips and for temporary backfill and additional excavation (without classification) to expose the risers after chlorination will be made; the compensation for such work shall be deemed to be included in the Unit Price for Gate Valves, Temporary Gate Valves, Tapping Valves, or Cleanout assemblies.

SECTION 302.30 – CONNECTIONS, RELOCATIONS & LOWERING OF WATER MAINS AND LATERALS

Amend the first paragraph of the “A. General” subsection to read:

Whenever connections to, disconnections from, relocations to, or lowering of existing mains, service laterals, or hydrant laterals are required, the Contractor shall perform all work necessary for the installation of the new or temporary water facility or abandonment of the existing water facility, as shown on the plans, under the coordination of the Manager or his authorized representative.

Add the following paragraph under “A. General” subsection:

The contractor shall utilize temporary waterlines to provide continuous water service and fire protection to existing consumers, as needed.

For this project, Connections to Existing Water Main involve connecting to various types of pipe. The Contractor shall not saw or cut or damage existing asbestos cement pipe. Asbestos cement pipes, fittings, and appurtenances shall be removed at the nearest coupling. The Contractor shall remove and dispose of asbestos cement pipes, fittings, and appurtenances in accordance with Section 302.31.

Amend the entire “B. Payment” subsection to read:

Payment for Connection to Existing Water Main, Connection to Existing Service Lateral, or Connection to Existing Hydrant Lateral which may include the furnishing and installing of pipes, fittings, fire hydrants, gate valves, tapping sleeves and valves, service saddles, hub clamps and other appurtenant materials, will be included in the Lump Sum Price for Connection to Existing Water Main or in the Unit Price for Connection to Existing Service Lateral, Connection to Existing Hydrant Lateral, or temporary bypasses and disconnects.

The Lump Sum Price or Unit Price shall represent full compensation for furnishing all materials, labor, tools, equipment, and incidentals required for excavation (without classification), backfill, sheathing and dewatering of trench, relocating existing gate valves, connections, relocations, disconnections, removal, or lowering of the existing mains as called for on the plans and in accordance with these specifications and inclusive of all incidentals required to complete the work.

No separate payment for cutting, plugging, relocating existing main, lowering of existing mains, providing temporary water service (if necessary), providing temporary fire protection (if necessary), or abandoning of existing mains will be made; the compensation for such work shall be deemed to be included in the Lump Sum for Connections to Existing Water Main or in the Unit Price for Connection to Existing Service Lateral or Connection to Existing Hydrant Lateral.

No separate payment for installation of bypass lines including cutting, plugging and abandoning existing bypass lines will be made; the compensation for such work shall be deemed to be included in the Lump Sum for Connections to Existing Water Main or in the Unit Price for Service Lateral Connections or Connection to Existing Hydrant Lateral.

SECTION 302.31 – REMOVING OR DEMOLISHING, REINSTALLING OR RETURNING EXISTING PIPES AND APPURTENANCES

Add the following paragraphs under “A. General” subsection:

The contractor shall be responsible for removal and disposal of existing pipes and appurtenances abandoned within the State and County Right-of-Way. Removal and disposal of pipes shall follow all applicable OSHA, HIOSH, State of Hawai‘i and Federal Regulations. Abatement personnel shall oversee removal and disposal, when required. Unless otherwise directed by the Manager, pipes and appurtenances shall become the property of the Contractor and shall be expeditiously removed from the construction site.

Care shall be exercised when removing and disposing of asbestos cement pipe and appurtenances. If the contractor causes the asbestos cement pipe or appurtenance to become friable, he will not be reimbursed for extra costs incurred to handle, containerize, transport, and dispose of the waste. Disposal of asbestos cement pipe and appurtenances shall be at an approved asbestos disposal site and all disposal related costs shall be borne by the contractor. Disposal of all hazardous materials shall be completed within 24 hours of removal from the water system and shall not be stored within the project site beyond the 24 hour period.

Temporary pipes, fittings, valves, cleanouts, valve boxes with frames and covers, and appurtenances that were installed to provide temporary water service and fire protection shall be salvaged, cleaned, and transported to the Department’s Baseyard in Līhu‘e or Puhi.

Amend the first paragraph of the “B. Payment” subsection to read:

Payment for the removal, cleaning, and transporting of existing fire hydrants, standpipes, cleanouts, and air relief valves will be made at the Unit Price per each unit, based on the actual number removed and accepted by the Manager. If a specific proposal line item is not provided, the contractor shall incorporate the costs into the unit price of the furnishing and installation of the applicable waterline. The Unit Price includes full compensation for all labor, materials, tools, and equipment for removing, cleaning, plugging existing water mains, providing temporary water service, restoring disturbed area, and transporting salvaged fire hydrants, standpipes, air relief valves, and appurtenances to the Department’s Baseyard in Līhu‘e or Puhi.

Add the following paragraphs to the “B. Payment” subsection:

Payment for removal of existing gate and tapping valves will be made at the Unit Price per each unit, based on the actual number removed and accepted by the Manager. If a specific proposal line item is not provided, the contractor shall incorporate the costs into the unit price of the furnishing and installation of the applicable waterline. The Unit Price includes full compensation for all labor, materials, tools, and equipment for removing existing valve box components, removing concrete settlement slab, plugging of existing water mains, installing concrete and dirt backfilling, restoration of disturbed area, and cleaning and transporting the salvaged cast iron frames and covers to the Department’s Baseyard in Līhu‘e or Puhi.

Payment for removal of temporary gate valves and valve box components will be made at the Unit Price per each unit, based on the actual number removed and accepted by the Manager. If a specific proposal line item is not provided, the contractor shall incorporate the costs into the unit price of the furnishing and installation of the applicable waterline. The Unit Price includes full compensation for all labor, materials, tools, and equipment for removing the

temporary gate valves and valve box components, removing concrete settlement slab, installing concrete and dirt backfill, restoration of disturbed area, and cleaning and transporting salvaged gate valves and cast iron frames and covers to the Department's Baseyard in Līhu'e or Puhi.

Payment for the removal of temporary pipes and fittings will be made at the Lump Sum or Unit Price for Removal Temporary Water Main. The Lump Sum or Unit Price includes full compensation for all labor, materials, tools, and equipment for excavating (without classification), sheathing, dewatering, disconnecting and removing the temporary pipe and fittings, backfill and restoration of disturbed area, and cleaning and transporting salvaged pipes and fittings to the Department's Baseyard in Līhu'e or Puhi.

Payment for the removal and disposal of existing pipes, fittings, and appurtenances within the State and County Right-of-Way will be made at the Lump Sum or Unit Price for Removal of Water Main. The Lump Sum or Unit Price shall be full compensation for all labor, materials, tools and equipment for excavating (without classification), sheathing, dewatering, disconnecting, removing, processing, storing, hauling, and disposing of abandoned pipes and fittings, backfill and restoration of disturbed area, abatement personnel, disposal and inspection fees, cutting and plugging of existing water mains and laterals, and all other incidental materials and work necessary for the complete removal of abandoned pipes, fittings, and appurtenances.

Payment for the removal and disposal of existing pipes and appurtenances not specified above shall be considered incidental and shall not be paid for separately but shall be included in the Unit Price or Lump Sum for the various items in the proposal. Payment shall be full compensation for all labor, materials, tools and equipment for excavating (without classification), sheathing, dewatering, disconnecting, removing, hauling, storing, and disposing of abandoned pipes and fittings, backfilling and restoring disturbed area, disposal and inspection fees, cutting and plugging of existing water mains and laterals, and all other incidental materials and work necessary for the complete removal of abandoned pipes and appurtenances.

SECTION 302.35 - VALVE MARKERS

Amend the entire "B. Payment" subsection to read:

Payment for the furnishing and installation of Valve Markers will not be paid for separately, but shall be included in the Unit Price for the installation of various sized of gate or tapping valves. Payment shall be full compensation for all labor, materials, tools and equipment for all excavation (without classification), backfill, concrete, painting, and all other incidental materials and work necessary to complete the work.

SECTION 302.36 – SLOW CURING ASPHALT PAVEMENT (COLD MIX)

Amend "B. Payment", replace the first paragraph with the following:

Payment for furnishing, placement, maintenance and removal of SLOW CURING ASPHALT (Cold Mix) shall be deemed to be included in the Unit Price for furnishing and installation of the various sizes and types of pipes in the Proposal.

SECTION 302.37 - RESTORING PAVEMENTS, DRIVEWAYS, SIDEWALKS, CURBS, GUTTERS, FENCES, WALLS, AND MISCELLANEOUS

Add the following paragraphs under “A. General” subsection:

Asphalt concrete (A.C.) pavement resurfacing work shall include cold planing a 2-inch thick layer of existing A.C. pavement and resurfacing with a minimum 2-inch thick layer of new A.C. pavement (State Mix IV or V). Cold planing and resurfacing of A.C. pavement shall be in accordance with the Hawai‘i Standard Specifications for Road and Bridge Construction, 2005. The contractor shall construct the project per the approved construction drawings details and notes and verify potential AC thicknesses that could be encountered prior to submitting a proposal.

Existing pavement striping disturbed by this project shall be restored using thermoplastic extrusion. Painting is not acceptable. Installation of thermoplastic extrusion shall be in accordance with the Hawai‘i Standard Specifications for Road and Bridge Construction, 2005.

Existing reinforced concrete sidewalks, curbs, gutters, ramps, driveways, and swales disturbed by this project shall be restored to State Highways Standards in accordance with the Hawai‘i Standard Specifications for Road and Bridge Construction, 2005 and the Highway’s Division, Design Branch, Standard Plans, 2008.

Amend the entire “C. Payment” subsection to read:

Unless otherwise specified, payment for restoring fences, mail boxes, walls, landscaping, highway signs, highway markers and reflectors, and thermoplastic pavement striping shall not be measured nor paid for directly but shall be considered incidental to the construction work.

Payment for Restoring A.C. Pavement, inclusive of base and subbase courses, will be made at the Unit Price per square yard based on the minimum quantity required to be replaced on the approved plans, measured on the basis of the area of trenches specified for excavation plus an additional of twelve inches on each side of the trench for restoration within the State Right-of-Way or six inches on each side of the trench for restoration within the County Right-of-Way. The Unit Price shall be full compensation for all labor materials, tools, and equipment, for all handling, removing, placing, maintaining and all other incidental materials and work necessary to complete the Restoring A.C. Pavement work.

Payment for Cold Planing Existing A.C. Pavement and A.C. Pavement Resurfacing will each be made at the Unit Price per square yard based on the minimum quantities required as noted on the approved plans. Each Unit Price shall be full compensation for all labor materials, tools, and equipment, for all handling, removing, placing, maintaining and all other incidental materials and work necessary to complete the Cold Planing of Existing A.C. Pavement and A.C. Pavement Resurfacing work.

Payment for A.C. Pavement resurfacing, will be made at the Unit Price per square yard based on the minimum quantity required to be replaced on the approved plans, measured on the basis of the area of roadway required to be resurfaced within the State Right-of-Way or County Right-of-Way. The Unit Price shall be full compensation for all labor materials, tools, and equipment, for all handling, removing, placing, maintaining and all other incidental materials and work necessary to complete the A.C. Pavement resurfacing work.

Unless otherwise specified, payment for restoration of Reinforced Concrete Sidewalk, Curbs, and Ramps, Reinforced Concrete Driveway, AC Driveways and Reinforced Concrete Swale shall not be measured nor paid for directly but shall be considered incidental to the construction work. If specified as a Unit Price, the Unit Price shall be full compensation for all labor materials, tools, and equipment, for all handling, removing, placing, finishing, maintaining, installation of forms, steel or weld wire fabric reinforcement, base course, and all other incidental materials and work necessary to complete the restoration of Reinforced Concrete Sidewalk, Curbs, and Ramps, Reinforced Concrete Driveway, AC Driveway and Reinforced Concrete Swale work.

Add the Following Section:

SECTION 302.40 - BRACING OF UTILITY POLES

When excavating close to utility poles, when specified on the plans, or when directed by the Manager, the Contractor shall brace the utility pole if the utility pole is owned by Hawaiian Telcom or pay for bracing if the utility pole is owned by Kaua'i Island Utility Cooperative (KIUC). In addition to "Bracing of Utility Poles", the utility agency(s) may require the contractor to stabilize the ground adjacent to the pole(s). "Bracing of Utility Poles" and stabilizing the ground adjacent to the utility pole(s) includes all labor, materials, tools, and equipment necessary to install braces for existing utility poles, stabilize the ground adjacent to the utility poles, and for their removal when bracing and/or stabilizing are no longer necessary. Payment for bracing of utility poles or reimbursement for utility poles braced by KIUC or stabilizing the ground adjacent to the utility poles will not be made directly but shall be included in the Unit Price for the various items in the proposal.

Add the Following Section:

SECTION 302.41 – TRAFFIC CONTROL

Unless provided a specific line item in the proposal, Payment for traffic control work will not be made directly but shall be included in the Unit Price for the various items in the proposal.

SECTION 302.42 - REMOVING AND SALVAGING/DISPOSING OF MATERIALS

Payment for removal and salvage or disposal of materials (fire hydrants, standpipes, valve boxes, etc.) and for the restoration of the area shall not be made directly; costs for these items of work shall be included in the unit price offer for the various items in the proposal.

Add the Following Section:

SECTION 302.43 – EROSION CONTROL / BMP

Payment for all erosion control / BMP measures shown on the drawings will not be made directly but shall be included in the Unit Price for waterline installation.

- 1.1.03 DEPARTMENT OF PUBLIC WORKS, COUNTY OF KAUA'I STANDARD SPECIFICATIONS: Whenever reference is made within these Special Provisions or the contract plans to the DPW Standard Specifications, the specifications referred to is the

“HAWAI‘I STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION” of the State of Hawai‘i, 2005, and all subsequent amendments. These specifications are not bound in these contract documents, but shall by reference be incorporated herein and made a part of these specifications.

1.1.04 DEPARTMENT OF PUBLIC WORKS, COUNTY OF KAUA‘I, STANDARD DETAILS: Whenever reference is made within these Special Provisions or the contract plans to the DPW Standard Details, the Details referred to is the “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION”, September 1984 and all subsequent amendments. The DPW Standard Details are not bound in these contract documents, but shall be incorporated herein and made a part of these specifications by reference.

1.1.05 SPECIAL DEFINITIONS: The following definitions shall apply unless the context indicates otherwise. Wherever the terms “Engineer” or “Owner” are used in any document which forms a part of this contract, they shall mean the Department of Water, County of Kaua‘i and its authorized agents.

1.2 PRECONSTRUCTION CONFERENCE: The Contractor shall arrange a preconstruction conference with the Project Manager, along with other affected agencies, firms and individuals within seven (7) days after issuance of “Notice to Proceed”.

The Contractor shall submit a construction schedule to the Department of Water at the conference. This construction schedule shall be closely adhered to throughout the period of the contract.

At the preconstruction conference, the Contractor shall submit to the Department, the name of its authorized superintendent of the job.

The Contractor shall notify the Department at least three (3) working days prior to the start of construction.

1.3 CONTRACTOR’S RESPONSES BY HARDCOPY OR FACSIMILE: The Contractor may respond in writing by submitting a hardcopy or by facsimile only to the following Department’s requests:

- A. Notice of Intention to Propose.
- B. Request for Clarification.
- C. Pre-Proposal Due Date Modification or Withdrawal of Offers.

The hardcopy or facsimile shall be submitted as specified in the applicable subsection and shall include the following information:

To: Chief Procurement Officer
Department of Water, County of Kaua‘i

Fax Number: 1-808-245-5813

Attention: Procurement Officer

From:

Date:

Subject: (Subject of Facsimile)
Job No. / Job Name

- 1.4 FAILURE TO COMPLETE ON TIME AND LIQUIDATED DAMAGES: The Contractor shall complete the work within the number of calendar days specified in the contract. The specified number of calendar days shall commence from the date designated in the Notice to Proceed.

Completion of the work within the required time is important since delay in the prosecution of the work will inconvenience the public, obstruct traffic and interfere with business.

If the Contractor fails to complete the work on or before the final completion date specified in the contract, damages will be sustained by the Department of Water, County of Kaua'i. Since the amount of damage, exclusive of the actual cost of engineering, inspection and superintendence, including necessary traveling expenses, is difficult, if not impossible to definitely ascertain and prove, the amount of such damages are fixed in advance at the sum of One Thousand Dollars (\$1,000.00) for each and every calendar day which the Contractor has delayed in the completion of the contract; and the Contractor shall pay that amount as liquidated damages and not by way of penalty, and in case the same are not paid, the Department may deduct the amount thereof from any monies due or that may become due to the Contractor under the contract.

- 1.5 MEASUREMENTS: Figured dimensions and drawings take precedence over measurements by scale. The Contractor must verify all measurements at the site and be responsible for the accuracy of the same.

1.6 PROJECT RECORD DOCUMENTS:

1.6.01 SECTION INCLUDES: Overview of maintenance of documents, recording requirements, and submittal of Project Record Documents.

1.6.02 MAINTENANCE OF DOCUMENTS:

- A. Maintain a record copy of the following Project Record Documents on-site and record actual revisions to the work:
- (1) Contract Drawings.
 - (2) Specifications.
 - (3) Amendments.
 - (4) Change orders and other modifications to the Contract.
 - (5) Reviewed submittals.
 - (6) Permits. (Road, Building, Noise, NPDES, etc.)
 - (7) Specified installer/tradesman certificates.
 - (8) Update Revisions to BMP plans as required by NPDES permit(s).
 - (9) Other Project Record Documents as indicated in specific Specification sections.
- B. Store Project Record Documents apart from other documents. Provide separate files, racks, and secure storage for Project Record Documents.

- C. Record information concurrent with construction progress.
- D. Label and file Project Record Documents in accordance with these Specifications. Label each document "PROJECT RECORD" in neat, large, printed letters.
- E. Maintain Project Record Documents in a clean, dry and legible condition.
- F. Keep Project Record Documents available for inspection.

1.6.03 RECORDING REQUIREMENTS:

- A. Use an erasable red pencil (not ink or indelible pencil) to clearly record information or changes on the Drawings by graphic line and note as required. Use an erasable yellow pencil to clearly mark for verification all major components shown as constructed.
- B. Use different colors for overlapping changes if required for clarification.
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded. Date all entries reflecting change.
- D. Legibly mark each item on the Drawings to record actual construction, including:
 - (1) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - (2) Field changes of dimension and detail.
 - (3) Changes made by Contract amendments and modifications.
 - (4) Details not on original Drawings.
 - (5) References to related shop drawings.
- E. Specifications: Legibly mark each item to record actual construction, including the following:
 - (1) Manufacturer's name and product model and number.
 - (2) Product substitutions or alternates utilized, as approved by DOW.
 - (3) Changes made by amendment and contract modifications.
- F. As-Built Drawings: The contractor shall provide and keep up-to-date a complete set of as-built prints for this project which shall be corrected regularly, showing every change from the original contract drawing set, including all addenda, change orders job decisions, etc. The as-built prints shall be used only as a record set and shall be kept on the job site available for the Department's review.

At the time of the final inspection, the contractor shall furnish the Department with one hard copy set of the as built drawings for review. After DOW provides review comments to the contract, the contractor shall provide one hard copy Mylar set with all original signatures and redline changes (**also CADD format and PDF format on CD**) showing all of the changes from the original contract set drawings including addenda, change orders, job decisions, etc. The “As-built Drawings” will be required to include the information stated in the General Provisions and prior to final acceptance as stated in the General Provisions. The “RECORD TRACINGS” block shall be utilized and signature blocks for the contractor, engineer and DOW Manager shall be provided on all sheets.

1.6.04 SUBMITTALS:

- A. At the completion of construction, deliver Project Record Documents.
- B. Transmit the Project Record Documents with a cover letter listing.
 - (1) Date.
 - (2) Project title and number.
 - (3) Contractor’s name, address, and telephone number.
 - (4) Number and title of each Project Record Document.
 - (5) Signature of Contractor or authorized representative.

1.7 SUBSTITUTIONS

- A. The materials or products specified herein by trade name shall be provided as specified. Notwithstanding any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number, such references shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Brand names where used on the plans or in the specifications shall be presumed to be followed by the words “or approved equal.” Such approval will be granted only under the following conditions: Substitution of a brand other than specifically name in the contract documents will be approved by the Department of Water if it meets the following conditions:

That it is equal or superior to the brand name in the specifications in construction, efficiency and utility.

That it is equal or less in cost to the Owner.

That during the construction period, the material or product specified cannot be delivered to the job in time to complete the work in proper sequence due to conditions beyond the control of the Contractor.

- B. To receive consideration, request for substitutions must be accompanied by documentary proof of the quality, difference in price and delivery, if any, in the form of certified quotations from suppliers of both specified and proposed materials or products. In case of a difference in price, the County shall receive all-benefit of the difference in cost involved by change order or credit the County with any savings so obtained.

- C. If substitution of any brand other than the one specifically named requires changes to work detailed or specified under other headings, then the Contractor assumes all responsibility for this work.
- D. Substitution request must be received by said date in Section 1.9 "Substitute Materials" (Section 1-Administration, Page 20).

1.8 STORAGE, WORK ZONE, CONSTRUCTION ACCESS: Department of Water shall not assume the responsibility to approve proposed storage areas, work zones, construction traffic pattern in and out of the project site. The Contractor shall be responsible for all additional NPDES permits, as well as, all updates to approved BMPs per NPDES permit approval requirements.

1.9 PRESERVATION OF PROPERTY: Due care shall be exercised to avoid injury to existing roadway improvements or facilities, utility facilities, adjacent property and roadside trees, shrubs and other plants that are not to be removed.

Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, walls, signs, markers and monuments, buildings and structures, manholes and handholes, conduits, pipelines under or above ground, drain and sewer and water lines, all roadway facilities and any other improvements or facilities within or adjacent to the project shall be protected from injury or damage and if ordered by the Department of Water, the Contractor shall provide and install suitable safeguards, approved by the Department of Water, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by specifications accompanying the contract. The Department of Water may require the Contractor to make or cause to be made such temporary repairs borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under this contract. The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of his or her responsibility. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of this operation.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

1.10 EXTRA WORK: No work of any kind in connection with the work covered by these specifications and plans shall be considered as extra work, or entitles the Contractor to extra compensation, except when the work has been ordered in writing by the Department of Water, and specifically referred to as EXTRA WORK and the amount of compensation stated in the change order.

1.11 BUILDING LAWS: The Contractor shall comply with the local laws, ordinances, rules and regulations bearing on the work and he must obtain and pay for all permits, licenses, certificates and give all notices required thereby.

1.12 DELIVERY OF MATERIALS AT SITE: Have all materials delivered at the site in such quantities as will ensure the uninterrupted progress of the work and the least obstruction of the premises and the adjoining property.

1.13 DEFECTIVE MATERIALS: When requested, furnish, without charge, samples of all materials

entering into the work. All materials not conforming to the requirements of these specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected.

- 1.14 CLEAN UP: On the completion of each day's work during this construction project, the Contractor shall remove from the site all debris, tools and excess material resulting from his or his subcontractor's the work and leave the work and any affected surroundings area broom clean.
- 1.15 ENVIRONMENTAL PROTECTION: The Contractor shall comply with the requirements for pollution control in performing all construction activities as set forth in the General Provisions.
- 1.16 PROJECT SIGN: The Contractor shall furnish, erect, maintain and remove one (1) project sign. The project signboard shall be 3/4 inch thick "AC" exterior grade fir plywood, 4 feet in height and 8 feet long. Sign shall be painted with one prime coat and two finish coats. The sign layout detail and sign and post details shall be submitted to the Department for approval. The project sign shall be erected at the site designated by the Department of Water within seven (7) calendar days after approval of the sign layout. The Contractor shall apply and pay for all permits and fees required for the placement of the sign. The sign layout shall include the Department of Water's logo (graphic to be provided by the Department of Water) and the following information:

**PLH-27, KŪHIŌ HIGHWAY (HARDY-OXFORD) 18" MAIN REPLACEMENT, LĪHU'E
JOB NO. 18-03
DEPARTMENT OF WATER**

1.17 SUBMITTALS:

1.17.01 SECTION INCLUDES: Overview of transmittal of submittals, submittals requirements, definition of submittal for review and definition of submittal for closeout.

1.17.02 RELATED SECTIONS: Section 1.6 Project Record Documents.

1.17.03 TRANSMITTAL OF SUBMITTALS:

- A. General: Transmit submittals, number of copies as indicated in subsequent articles, to the following address:

Kaua'i Department of Water
Attn: Contract Administrator
4398 Pua Loke Street
Līhu'e, Kaua'i, Hawai'i 96766

- B. Submittals for Review: Transmit one (1) copy to the Department of Water for review. The Department will retain electronic set and return one (1) reviewed set. Should the contractor require more returned, he shall provide the additional sets at his or her cost. Where more copies are called for in any section of these Special Provisions, the Contractor shall be required to submit said number of prints for approval.

Whenever possible, submittals/transmittals shall also be submitted electronically.

- C. Submittals for Closeout:

- (1) Operations and Maintenance Manuals:
 - a. Preliminary Submittal: Transmit one (1) copy of manual to the Department of Water two (2) weeks prior to final inspection. These copies will be returned after final inspection, with comments.
 - b. Final Submittal: Revise manuals and submit two (2) copies to the Department of Water two (2) weeks after receipt of comments to Preliminary Submittal.
- (2) Project Record Documents: Submit Project Record Documents at the time of final inspection.

1.17.04 SUBMITTAL REQUIREMENTS:

- A. Required submittals shall include:
 - (1) Shop drawings.
 - (2) Piping layout.
 - (3) Manufacturer’s Data.
 - (4) Certificates of Warranty.
 - (5) Any others as called for in the plans, specifications, or by the Engineer.
- B. The Contractor’s stamp and verification of drawings shall consist of the following information:

CONTRACTOR NAME

PROJECT: _____

JOB NO.: _____

THIS SUBMITTAL HAS BEEN CHECKED BY THIS GENERAL CONTRACTOR. IT IS CERTIFIED CORRECT, AND IN COMPLIANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS. ALL AFFECTED CONTRACTORS AND SUPPLIERS ARE AWARE OF, AND WILL INTEGRATE THIS SUBMITTAL INTO THEIR OWN WORK.

DATE RECEIVED: _____

SUBMITTAL NUMBER: _____

SPECIFICATION SECTION: _____

SPECIFICATION PARAGRAPH: _____

DRAWING NUMBER: _____

SUBCONTRACTOR NAME: _____

SUPPLIER NAME: _____

MANUFACTURER NAME: _____

CERTIFIED BY: _____

- C. This stamp, “filled in”, should appear on the title sheet of each shop drawing, on a cover sheet of submittals in an 8½"x11" format, or on a one face of a cardstock tag (min. 3"x6") tied to each sample. The tag on samples should state what the sample is, so that, if the tag is accidentally separated from the sample, it can be matched up again.
- D. The person signing the Contractor’s submittal stamp shall be the person with authority to act for the Contractor in connection with the contract during the performance of the contract. The signature shall be in original ink. Stamped signature will not be acceptable.
- E. Prepare submittals to show that the material, equipment, or work shown is in accordance with contract requirements and has been checked for dimensions and relationship with work of all other trades involved. All deviations from the plans and specifications shall be noted.
- F. Approval shall extend only to general conformance and shall not relieve the Contractor from his or her responsibility for coordinating his or her work with other trades and complying with the provisions of the contract documents for lengths, fits, quality of materials, quantities, applicable code requirements and other details. Approval does not authorize changes from the contract requirements unless stated in a separate letter or change order.
- G. Submittals shall be made in sufficient time to allow the Engineer not less than twenty regular working days for examining the drawings. The Contractor shall make submittals at the earliest possible date after the Notice to Proceed date to meet the construction schedule. The Engineer will not consider delays caused by the Contractor’s failure to make submittals on time as justifiable reasons for contract time extensions.
- H. When the submittals have been reviewed by the Engineer, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the submittal may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit six copies of the drawings, unless otherwise directed by the Engineer. No changes shall be made by the Contractor to the resubmitted shop drawings other than those changes indicated by the Engineer. The resubmittal shall be so indicated on the shop drawing.
- I. Prior to approval of such drawings, any work which the Contractor may do on fabrications covered by the same is at his or her own risk, as the County will not be responsible for any expense incurred by the Contractor for changes to make the same conform to the drawings as finally approved.
- J. Upon approval of the above drawings, lists, prints and other data, a copy of the same shall be kept with the job site plans, and the fabrications furnished shall be in conformance with the same. However, approval of above drawings, lists, prints, specifications and other data shall in no way release the Contractor from his or her responsibility for the proper fulfillment of the requirements of this contract nor for fulfilling the purpose of the installation nor from his or her liability to replace the same should it prove defective or fail to meet the specified requirements.

- K. Submittal Clarity:
- (1) Drawings:
 - a. Prepare finished drawings so that prints, reproducibles, and reductions to half size will be clear and legible.
 - b. Make free-hand lettering no less than 5/32 inch high and typewritten notes no less than 1/8 inch high to allow for reduction. Do not crowd lettering.
 - (2) Manufacturer's Literature:
 - a. Submit a minimum of one original of manufacturer's printed material. Remaining number of submittals may be reproductions. Ensure reproductions of original materials are clear and legible.
 - b. Clearly mark the item(s) and/or information applicable to this project with arrows, bubbles, etc. Do not use high-lighted markings.
 - c. Provide the name and phone number of manufacturer's sales and service representative for each device submitted.

1.17.05 DEFINITION OF "SUBMITTALS FOR REVIEW":

- A. Catalog Data: Manufacturer's standard printed information on materials, products and systems, which shows performance characteristics, dimensions, material of fabrication, and other characteristics necessary to assure conformity with the design requirements. Where other items or information not related to the work of this project are included in the literature submitted, the item(s) and/or information applicable to this project shall be clearly marked.
- B. Shop Drawings: Drawings necessary to show fabrication details to ensure compliance with contract documents.
- C. Block Diagrams: Block Diagrams necessary to show system connections and details to ensure compliance with contract documents.
- D. Wiring Diagrams: Drawings showing the point-to-point or schematic wiring of a piece of equipment or between pieces of equipment in a system.
- E. Calculations: The methods and results of calculations in documented form where specified.
- F. Material / Parts List: A list of system components or material components.
- G. Samples / Colors: Samples, including colors, of proposed materials.

- H. Certifications: A written statement, signed by a qualified party, attesting that items or services are in accordance with specified requirements. Typically, this written statement is accompanied by additional information to substantiate the statement.
- I. Installation Instructions / Test Procedures: Manufacturer's instructions, step-by-step if necessary, showing the field installation and testing of parts, components, equipment, and other similar items.
- J. Test Reports: Results of specified test requirements.
- K. Meetings: Schedule, agenda, attendees, and location for required meetings and meeting notes.
- L. Other: Other submittal information as described in individual specification sections.

1.17.06 DEFINITION OF "SUBMITTALS FOR CLOSEOUT":

A. Operations and Maintenance (O&M) Manuals:

(1) Format:

a. Hardcopy: Three (3) full sets

- 1) Size: 8½"x11". Fold 11"x17" drawings to 8½"x11" size. Reduce drawings larger than 11"x17" format to 11"x17" format.
- 2) Binders: Use commercial quality expandable post binders meeting the following requirements:
 - (a) Binder Covers: 1/8" thick construction (minimum).
 - (b) Hinges: Continuous, metal piano hinge.
 - (c) Binder Expandability: 3½" – 5½".
 - (d) Sheet Size: 8½"x11".
 - (e) Binder Cover Material: Heavy vinyl.
 - (f) Binder Printing: Provide custom printed spine and front imprinted with the following information:

County of Kaua'i
 Department of Water
 (Print O&M manual titles and project title)

- (g) Manufacturer's Reference: Specialty Loose Leaf, Inc.

- 3) Fill: Do not fill binders more than 75% full.

- 4) Indexed Tabs: Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- b. Adobe PDF Electronic Copy: Provide a facsimile of the hardcopy O&M Manual in Adobe PDF Electronic Format on compact disk(s).
 - c. Electronic Data: Provide electronic files on compact disk(s) or jump drive of any material created electronically by Integrator, in file format in which document was created, that is, Microsoft Word, AutoCAD, etc., including but not limited to:
 - 1) Drawing Files.
 - 2) Installation Instructions.
 - 3) Software Documentation.
 - 4) Operating and Maintenance Instructions.
 - d. Odd Sized Material: Where O&M information does not lend itself to incorporation into 8½"x11" format, such as the material listed, below, provide it separate from the O&M Manuals. However, clearly label each item, and provide reference in the O&M Manual to the material that is provided separate from the O&M Manuals.
 - 1) Edge-glued books or manuals without 3-hole punched binding.
 - 2) Material of a size other than 8½"x11".
 - 3) Compact disks in jewel cases.
- (2) Contents:
- a. Table of Contents: Prepare a Table of Contents, for each volume, with each product or system description identified, and include with each volume of manual. Type on 24-pound white paper.
 - b. Directory: Provide names, addresses, and telephone number of Prime Contractor, Integrator, Installation Contractor, other subcontractors, and major equipment suppliers. Clearly identify contact for warranty support.
 - c. General: Provide operations and maintenance data for equipment described in the individual sections of the Specification. Prepare and include additional data when the need for such data becomes apparent during training.
 - d. Description of System and Component Parts:
 - 1) System block and interconnection diagrams.

- 2) Control diagrams by controls vendor and as-installed control drawing by Contractor.
 - 3) As-installed wiring diagrams, that is, ladder diagrams, point to point diagrams, loop diagrams, circuit directories of panel boards, and similar items.
 - 4) Manufacturer's printed installation, operating, and maintenance instructions for the exact item of equipment supplied.
 - 5) Catalog data containing information required for service, future additions or substitutions.
 - 6) Function, normal operating characteristics, and limiting conditions.
 - 7) Performance curves, engineering data and tests.
 - 8) Complete nomenclature and commercial number of replaceable parts.
- e. System Operating Procedures:
- 1) Description of sequence of operation by control manufacturer.
 - 2) Routine and normal operating instructions.
 - 3) Sequences required.
 - 4) Special operating instructions.
- f. System and Equipment Maintenance Procedures:
- 1) Routine operations.
 - 2) Guide to "trouble-shooting"
 - 3) Disassembly, repair and reassembly.
 - 4) Alignment, adjusting and checking.
- g. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
- h. Spare Parts List: List of manufacturer's spare parts provided with the job, manufacturer's current prices for spare parts, and recommended quantities to be maintained in storage.
- B. Project Record Documents: Provide Project Record Documents as required.
- C. Spare Parts / Maintenance Materials:

- (1) Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections prior to Final Acceptance.
 - (2) Deliver to Project site and place in location as directed by the Department of Water. Contractor shall obtain receipt.
- D. Test Reports: Results of specified test requirements. Provide Table of Contents of test results and incorporate into Operation and Maintenance Manuals described above.
- E. Warranty Certificates:
- (1) For each item required by specific sections of this specification, provide a notarized warranty certificate.
 - (2) Execute and assemble documents from subcontractors, suppliers, and manufacturer.
 - (3) For each item of copyrighted software provide under this contract, provide a software license certificate naming the Department of Water as the licensee and stating the number of licenses provided.
 - (4) Provide Table of Contents of software licenses and incorporate into Operation and Maintenance Manuals described above.

1.18 CONTRACTOR'S OPERATIONS: The Contractor must employ, insofar as possible, such methods and means of carrying out his work so as not to cause any interruption or interference to the Department of Water's or the landowner's operations. Where the Contractor's operations would result in interruptions which would hamper the operations, the Contractor shall coordinate his schedule of work with the Department of Water or the landowner, accordingly.

In the event that the Contractor obtains permission from the landowner for use of any area or resources outside of the designated lot(s), County Right-of-Way, State Highway's Right-of-Way, and/or designated easement(s), the Contractor shall meet the requirements of Division 300, Section 301.15 – USE AND/OR DAMAGE TO PRIVATE PROPERTY (PROPERTY OWNED OTHER THAN BY THE CONTRACTOR) of the Water System Standards, 2002.

END OF SECTION

SECTION SP-2 – WATER SYSTEM STANDARDS – OTHER ADDENDUMS AND AMENDMENTS

SECTION 211 BRASS PRODUCTS: All waterworks brass fittings shall be in compliance with the amended Section 1417 of the Safe Drinking Water Act (SDWA) which took effect on January 4, 2014. The amendment includes a change to the definition of “Lead-Free” by reducing lead content from 8% to a weighted average of not more than 0.25% in the wetted surface material. All waterworks brass fittings installed for potable water service on January 4, 2014, and beyond shall conform to the amended definition of “Lead-Free”.

As indicated in Section 211 of “Water System Standards,” dated 2002 – Brass Products, all brass fittings shall conform to the NSF standard 61 and Section 1417 of the Safe Drinking Water Act (SDWA). In addition, all brass fittings shall conform to NSF standard 372.

***All service saddles used on the project shall be stainless steel. This specification shall supersede the approved construction drawing detail callouts. The following will be allowed on the project:**

Ford Meter Box Company, Inc (Stainless Steel Saddle-Double Band FS323)

Powerseal (3417AS – Double Strap)

Romac Industries (Style 306 Double Bolt)

END OF SECTION

SECTION SP-3 – DUCTILE IRON PIPE

- 3.01 GENERAL: The Contractor shall furnish and install Ductile Iron (DI) pipe in accordance with “Water System Standards, State of Hawai‘i, dated 2002”. DI pipe shall meet the requirements of Section 202.01. Fittings for DI pipe shall be ductile iron mechanical joint fittings meeting the requirements of Section 202.01.A – Fittings, unless specifically stated otherwise in the plans. Installation shall be in accordance with the Water System Standards.
- 3.02 SUBMITTALS: The Contractor shall submit manufacturer’s data on DI pipe, joints, fittings and geotextile fabric certifying that the product provided meets the specified item.

Prior to excavation the Contractor shall provide a submittal that certifies that the pipe cushion material meets the requirements below. Onsite sand must be tested by a licensed geotechnical engineer and test results submitted to the Department of Water Engineer for approval.

- 3.03 TRENCH EXCAVATION AND BACKFILL: Trench excavation and backfill shall meet the requirements of “Water System Standards” Sections 302 Water Mains and Appurtenances; Section 302.02 – Trench Excavation; Section 302.03 Trench Backfill; Section 302.04 Sheathing; Section 302.05 Dewatering; Section 302.06 Adobe or Clay; Section 302.07 Mud Removal and Crushed Rock Stabilization; Section 302.09 Excavation for Manholes; Section 302.10 Excavation for Thrust Blocks, Beams and Test Blocks; Section 302.11 Surplus Excavation; and Section 302.14 Plastic Pipe.

Pipe Cushion Material shall meet the requirements of “Water System Standards” Section 209.02 Pipe Cushion. Pipe cushion material shall be free from hard lumps, debris, salt, hazardous substances above its corresponding regulatory action level, and other deleterious substances.

When groundwater is encountered, pipe cushion material shall be wrapped in a non-woven geotextile fabric as specified in Section 212.05 – Geotextile Fabrics. However if groundwater is encountered within the State Highway’s Right-of-Way, pipe cushion material shall conform to ASTM C 33, size number 67, and shall be completely encapsulated with geotextile conforming to Subsection 716.03 – Geotextiles for Underdrain Applications as stated in the “Standard Specifications for Road and Bridge Construction, State of Hawai‘i, dated 2005”.

- 3.04 INSTALLATION: Ductile iron pipe installation shall meet the requirements of Water System Standards Section 302 – Water Mains and Appurtenances, additionally for pipe installation within the State Highway’s Right-of-Way, pipe installation shall also adhere to the requirements of “Standard Specifications for Road and Bridge Construction, State of Hawai‘i, dated 2005”, Section 624 – Water System and Section 703.21 – Trench Backfill Material.

Contractor shall retain the services of a licensed Geotechnical engineer to monitor the quality of pipe cushion material, installation and compaction of the pipe cushion and trench backfill. Department of Water will require periodic sieve testing of the pipe cushion material during the course of construction. Results of the Geotechnical engineer’s tests shall be provided to the Department of Water within seven (7) calendar days of sampling. Contractor shall be responsible for all associated costs for the licensed Geotechnical engineer, sieve analysis and testing.

END OF SECTION

SECTION SP-4 – PIPING AND FITTINGS

4.1 BRONZE FITTINGS AND APPURTENANCES:

- 4.1.01 GENERAL: The Contractor shall furnish and install bronze fittings and appurtenances as shown on the plans and specified herein. All waterworks bronze fittings and appurtenances shall be in compliance with the amended Section 1417 of the Safe Drinking Water Act (SDWA) which took effect on January 4, 2014. The amendment includes a change to the definition of “Lead-Free” by reducing lead content from 8% to a weighted average of not more than 0.25% in the wetted surface material. All waterworks bronze fittings installed for potable water service on January 4, 2014, and beyond shall conform to the amended definition of “Lead-Free”.

All bronze fittings shall be ASTM B584 lead-free bronze.

END OF SECTION

SECTION SP-5 – ENVIRONMENTAL POLLUTION CONTROL

5.1 GENERAL: This section covers the requirements of environmental pollution control during construction activities. The Contractor shall be responsible for conformance with Title 11, Chapter 60 of the Public Health Regulations, Department of Health, State of Hawai‘i.

5.2 GUIDELINES AND CRITERIA:

5.2.01 EROSION AND SEDIMENT CONTROL:

- A. Soil Protection and drainage facilities shall be completed as early as practicable. Sections of bare earth and the length of their exposure to erosion shall be minimized by proper scheduling and limiting the work areas.
- B. Surface drainage from cuts and fills within the construction limits and from borrow and waste disposal areas shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.

5.2.02 LANDSCAPE PRESERVATION AND PROTECTION:

- A. Construction activities shall be confined to the work areas defined by the plans and specifications. Care shall be exercised to preserve the natural landscape.
- B. All scars made on trees by equipment, construction operations, or by removal of limbs larger than one inch in diameter shall be examined by a certified arborist retained by the Contractor. The Contractor shall implement all remediation actions recommended by the arborist.
- C. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved.

5.2.03 WASTE DISPOSAL:

- A. Care shall be exercised to ensure that disposal of waste from construction operations do not create pollution problems.
- B. Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., shall meet all regulatory requirements and be subject to the approval of the Manager.
- C. Waste Waters: Construction operations shall be conducted so as to prevent discharge or accidental spillage of pollutants, solid waste, debris, and other objectionable wastes in surface waters and underground water sources.
- D. Disposal of waste materials including drill cuttings, well cleaning, development and pump testing waste waters, etc. shall meet all regulatory requirements and be subject to the approval of the Manager.

5.2.04 NOISE CONTROL: The operating schedule of large horsepower heavy equipment shall be planned to have the least impact upon nearby residents. Night operations shall only be

conducted with the prior approval of the Manager and shall be curtailed or stopped when a disturbance is created.

- 5.3 PAYMENT: Payment for ENVIRONMENTAL POLLUTION CONTROL will not be made separately; the compensation for such work shall be deemed to be incidental to and included in the Total Sum Offer.

END OF SECTION

SECTION SP-7 – CONTROLLED LOW STRENGTH MATERIAL

- 7.1 GENERAL: The furnishing and placing of controlled low strength material (CLSM) may be used as self-compacted backfill material in utility trenches and other works in lieu of compacted fill, or where indicated in the drawings or as accepted by the Department of Water (DOW). Lean concrete is defined as CLSM.
- 7.2 SUBMITTALS: Submit manufacturer's certification of CLSM and include unconfined 28-day compressive strength test data for each mixture used. Test data shall be current, having been obtained within one (1) year of proposed use.
- 7.3 MATERIALS: CLSM shall include mixture of Portland cement, aggregate, and water. Water shall be potable and from a local government water supply. Provide flowable CLSM with aggregate in suspension. Proportion CLSM to produce the following:
- A. Backfill material that is self-compacting and able to be excavated, in the future, with conventional excavation equipment.
 - B. Uniform, flowable mixture that is self-leveling when placed.
 - C. 28-day compressive strength between 50 psi and 150 psi.
- 7.4 CONSTRUCTION:

- 7.4.01 PLACEMENT: Check trench sides and bottom for cracks, voids, or other defects that may cause CLSM to escape trench. Plug or repair as necessary. Do not place CLSM until the DOW has been notified and has been given an opportunity to inspect the trench.

Seal conduits as necessary to prevent CLSM from flowing into conduits.

Backfill trench in accordance with the Water System Standards, SP-2 and the drawings. Backfill trench no earlier than eight (8) hours after placing CLSM, unless otherwise accepted by the DOW.

Place CLSM by chutes or pumps. Place CLSM around manholes and in utility trenches in a manner to prevent floating conditions due to fluid pressure from CLSM.

Place CLSM to fill as indicated in the drawings, without vibration or other means of compaction. Provide sufficient supply to allow CLSM lifts to be placed without interruption.

In pavement trenches, limit fill such that top of CLSM will not be higher than bottom of aggregate base course or drainage layer. Fill voids completely with CLSM during backfill operation.

If aggregate base course or drainage layer exists, reconstruct aggregate base course or drainage layer in accordance with the drawings.

Protect CLSM and backfill material from traffic during period before restoration of pavement section.

Application of curing compounds or curing methods to CLSM will not be required.

- 7.5 PAYMENT: Payment for CLSM shall not be made directly; compensation shall be considered incidental to the various items of the Offer of which it is a part of.

END OF SECTION

SECTION SP-8 – CONSTRUCTION RIGHT-OF-ENTRY

- 8.1 GENERAL: The Department of Water is obtaining temporary construction rights-of-entries for work being performed on private property according to the Contract Documents. The bidder is directed to the General Provisions for Construction Contracts, April 25, 2016, Section 4.2 relating to the Contractor's indemnification obligations owed to the Board.
- 8.2 PAYMENT: All costs related to Construction Rights-of-Entry shall not be measured nor paid for directly but should be considered incidental to the construction work.

END OF SECTION

SECTION SP-9 – MISCELLANEOUS REQUIREMENTS

The following shall also be made part of the project.

9.1 MOBILIZATION – DEMOBILIZATION:

9.1.01 Mobilization shall consist of transporting, assembling, constructing, installing, and making ready for use at the site all equipment, machinery, structures, utilities and incidentals necessary to do the work covered by this contract. Demobilization shall consist of the dismantling and removal from the project site all of the above-mentioned equipment, machinery, structures, utilities, and incidentals not incorporated in or a necessary part for the completed work and the cleanup of the site to the satisfaction of the Engineer.

The Contractor shall be completely mobilized at the site and shall begin his operations within thirty (30) calendar days after he has been notified, in writing, to proceed under this contract. Any provisions in the Standard Specifications to the contrary are hereby deleted.

When the project is completed, the Contractor shall clean up the site and shall be responsible for all grading work required to leave the site in a neat and orderly condition to the satisfaction of the Engineer. Payment for cleanup work will not be paid for separately but shall be included in the Lump Sum Offer for Mobilization as listed in the Offer, subject, however, to all provisions specified herein above. Demobilization shall include planting grass seed or hydromulching all disturbed areas if so ordered by the Engineer.

9.1.02 Payment for mobilization shall be made at the Lump Sum Offer Price for Mobilization as listed in the Offer and shall not exceed 6% of the Total Offer Price, not including the Offer Price for Mobilization and Demobilization. The cost of demobilization shall be considered incidental to the cost of mobilization.

END OF SECTION

SECTION SP-10 – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMITS

10.1 HYDROTESTING EFFLUENT DISCHARGE:

10.1.01 GENERAL: This item of work shall include the furnishing of all labor, materials, tools, and equipment necessary for compliance with State of Hawai'i Department of Health regulations for discharges composed of hydrotesting effluent associated with waterline chlorination and pressure testing.

10.1.02 REGULATIONS:

- A. The Contractor shall be familiar with and meet the latest requirements of all applicable National Pollutant Discharge Elimination System (NPDES), State Department of Health (DOH), and County of Kaua'i laws, ordinances, rules, regulations, and permits. Effluent discharge into State receiving waters shall not be made without approved permits. Discharge activities shall include, but shall not be limited to, effluent associated with pipeline hydrotesting/chlorination operations.
- B. The Contractor shall obtain additional permits and licenses as required; pay all charges, fees, and taxes; give all notices; and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified in the contract documents.

10.1.03 PROCEDURES:

- A. The Department of Water will not obtain a Notice of General Permit Coverage from DOH for discharges of hydrotesting waters from the project to State waters. Should NPDES coverage and permits be required, the Contractor shall prepare the required documents and obtain additional approvals, as necessary.
- B. The Contractor is expected to comply with the conditions set forth in the permit. Any modifications or amendments to the permit by the Contractor shall be done at the Contractor's expense and no time extension will be granted. The Contractor shall submit all modifications or amendments to the Department of Water for review and approval.
- C. The Contractor shall make no claims for compensation due to delays or requirements imposed in obtaining an approved NPDES permit. Notice to Proceed will not be delayed due to Contractor's inability to attain an approved NPDES permit.
- D. As required for the discharge of effluent, the Contractor shall also secure all other applicable State and County discharge and connection permits and pay all applicable fees. The Contractor shall fulfill all conditions of the NPDES permit and all other permits when issued. A copy of all approved permits, when issued, shall be provided to the Department of Water for information only.

- E. The Contractor shall be responsible for monitoring, collecting samples, and having samples analyzed by a qualified laboratory and shall submit a monthly-discharge monitoring report to DOH. All costs shall be borne by the Contractor.
- F. If the DOH is not completely satisfied with the Contractor's BMP plan or the discharge quality, the Contractor shall perform corrective work at his own expense.
- G. Upon completion of the project, the Contractor shall submit the Notice of Cessation (CWB-NOC) form within 14 calendar days to the DOH and a copy of the submitted form to the Department of Water for information only.

10.1.04 COMPLETION OF DISCHARGE ACTIVITIES: At the conclusion of the discharge operations, the Contractor shall furnish the Department of Water with a signed affidavit indicating the date, location, volume, and treatment, if any, of all discharges. The location of storm drains, bodies of water, sewer manholes, and dry gulches shall be shown in relation to the discharge location.

10.1.05 VIOLATIONS: Violation citations for noncompliance shall be the responsibility of the Contractor. The Contractor shall pay all fines and hold harmless the Department of Water.

10.1.06 PAYMENT: Payment for the work described herein shall not be made directly but shall be considered incidental to the various items of the Offer and no additional compensation shall be made.

10.2 CONSTRUCTION STORMWATER EFFLUENT DISCHARGE:

10.2.01 GENERAL: This item of work shall include the furnishing of all labor, materials, tools, and equipment necessary for compliance with State of Hawai'i Department of Health regulations for discharges composed of storm water runoff associated with construction activity.

10.2.02 REGULATIONS:

- A. The Contractor shall be familiar with and meet the latest requirements of all applicable National Pollutant Discharge Elimination System (NPDES), State Department of Health (DOH), State Department of Transportation (DOT), and County of Kaua'i laws, ordinances, rules, regulations, and permits. Effluent discharge into State receiving waters shall not be made without approved permits.
- B. The Contractor shall obtain additional permits and licenses as required; pay all charges, fees, and taxes; give all notices; and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified in the contract documents.

10.2.03 PROCEDURES:

- A. The Department of Water will obtain a Notice of General Permit Coverage (NGPC) from DOH for discharges of construction stormwater from the project to State waters prior to issuing Notice to Proceed. The Contractor shall review the NGPC and file all necessary information, including but not limited to: Operator or General Contractor information and Drainage System Owner's Approval to Discharge with the State DOH at least 30 calendar days prior to the start of any construction activities. The Contractor shall submit a copy of the information filed with the State DOH to the Department of Water at least 30 calendar days prior to the start of any construction activities. Should additional NPDES coverage and permits be required, the Contractor shall prepare the required documents and obtain additional approvals, as necessary.
- B. The Contractor shall notify DOH of the construction start date at least 7 calendar days prior to the start of any construction activities.
- C. The Contractor is expected to comply with the conditions set forth in the permit. Any modifications or amendments to the permit by the Contractor shall be done at the Contractor's expense and no time extension will be granted. The Contractor shall submit all modifications or amendments to the Department of Water for review and approval.
- D. The Contractor shall make no claims for compensation due to delays or requirements imposed in obtaining an approved NPDES permit. Notice to Proceed will not be delayed due to Contractor's inability to attain an approved NPDES permit.
- E. As required for the discharge of effluent, the Contractor shall also secure all other applicable State and County discharge and connection permits and pay all applicable fees. The Contractor shall fulfill all conditions of the NPDES permit and all other permits when issued. A copy of all approved permits, when issued, shall be provided to the Department of Water for information only.
- F. The Contractor shall be responsible for monitoring, collecting samples, and having samples analyzed by a qualified laboratory and shall submit a monthly-discharge monitoring report to DOH. All costs shall be borne by the Contractor.
- G. If the DOH is not completely satisfied with the Contractor's BMP plan or the discharge quality, the Contractor shall perform corrective work at his own expense.
- H. Upon completion of the project, the Contractor shall submit the Notice of Cessation (CWB-NOC) form within 14 calendar days to the DOH and a copy of the submitted form to the Department of Water for information only.

10.2.04 COMPLETION OF DISCHARGE ACTIVITIES: At the conclusion of the discharge operations, the Contractor shall furnish the Department of Water with a signed affidavit indicating the date, location, volume, and treatment, if any, of all discharges. The location of storm drains, bodies of water, sewer manholes, and dry gulches shall be shown in relation to the discharge location.

10.2.05 VIOLATIONS: Violation citations for noncompliance shall be the responsibility of the Contractor. The Contractor shall pay all fines and hold harmless the Department of Water.

10.2.06 PAYMENT: Payment for the work described herein shall not be made directly but shall be considered incidental to the various items of the Offer and no additional compensation shall be made.

END OF SECTION

SECTION SP-11 – HAZARDOUS MATERIALS

11.1 DESCRIPTION:

The work covered by this section includes the handling of non-friable asbestos containing materials. The Contractor shall be responsible for the incidental procedures and equipment required to protect workers and occupants of the area from contact with airborne asbestos fibers.

The work also includes the disposal of removed asbestos-containing materials and debris. The Contractor shall perform the asbestos-related work in accordance with 29 CFR 1926.1101, 29 CFR 1910.134, 29 CFR 1910.1020, 29 CFR 1926.59, 40 CFR 61 Subparts A and M, 40 CFR Part 763, Hawaii Occupational Safety and Health Standards; Part 3, Construction Standards; Chapter 145.1 (HIOSH 12-145.1), Department of Transportation (DOT) Rules and Regulations, Department of Health (DOH) Administrative Rules Title 11, Chapter 501-1 through 501-4, and the requirements specified herein. Where conflict of any inconsistency among requirements or with these specifications exists, the more stringent requirements shall apply.

The Contractor agrees to indemnify and hold harmless the Department of Water (DOW) and its design consultant team against all damages, liabilities, or costs; including legal fees; to the extent caused by the Contractor's non-compliance with applicable laws and regulations.

11.2 ASBESTOS SURVEY: A Hazardous Materials Survey was not performed for the existing water lines. Materials listed below should be assumed to be regulated asbestos-containing materials.

Asbestos-Containing Materials to be removed and disposed of include:

Existing waterlines within Kūhiō Highway and Poinciana Street.

11.3. QUALIFIED CONSULTANT:

11.3.01 The Contractor shall retain the services of an independent Qualified Consultant to perform required testing and laboratory analysis (not including Contractor's personnel monitoring and analysis); to ensure Contractor's compliance with regulations and this section; and to recommend appropriate engineering controls that the Contractor must comply with.

11.3.02 The Contractor shall hire and pay for a Qualified Consultant for the approval of all pre-work, during work and completion of work submittals. Copies of these submittals shall be submitted to DOW.

11.3.03 The Contractor's Qualified Consultant may delegate the ongoing implementation and enforcement of the specifications, including the air-monitoring program and final visual inspections of removal areas, to an Industrial Hygiene Technician. The Contractor's Qualified Consultant shall conduct on-site supervision as necessary and continued evaluation of the effectiveness of the Contractor's asbestos removal plan and the Industrial Hygiene Technician's implementation of the asbestos removal plan.

11.4. SUBMITTALS:

11.4.01. PRE-WORK SUBMITTALS: The following must be approved by the Contractor's Qualified Consultant and submitted to the Officer-In-Charge for their information, a

minimum of ten (10) working days prior to the start of work. Any delays to the project due to inadequate submittals by the Contractor are not a cause for additional payment:

- A. Asbestos Removal Work Plan
- B. Name and qualifications of Contractor's Qualified Consultant who by education and/or experience is competent to perform and certify any required testing and laboratory analysis.
- C. Testing laboratory qualifications and accreditations.
- D. List of employees who will be working at the job site.
- E. Current and valid training certificates and medical monitoring documentation for all employees who will perform work at the job site.
- F. Proposed schedule of work (Submit in writing five (5) working days prior to the start of work).

11.4.02.DURING WORK AND COMPLETION OF WORK SUBMITTALS:

- A. The following are required submittals for applicable work sequences:
 - 1. Revised schedule of work: if changing proposed schedule, submit revised schedule for approval two (2) working days prior to beginning revised schedule.
 - 2. All personnel air monitoring field data sheets, laboratory reports, and results on a weekly basis during the project and at the completion of the project.
 - 3. All completed and signed disposal manifests within two (2) working days of receipt.
 - 4. Revised Asbestos Removal Work Plan: if proposing changes to original plan during the course of the project, the Revised Asbestos Removal Work Plan must be submitted to DOW prior to performing revised work technique. Any delay to the project or additional cost to the DOW to review shall be paid for by the Contractor and be deducted from his contract as liquidated damages.
 - 5. List of any changes of personnel for the project and include additional required training certificates and medical documentation (must be certified in writing by the Contractor's Qualified Consultant prior to new personnel being allowed on site).
 - 6. Weekly job progress report.

11.5. PERMITS, STATE LICENSES, AND NOTIFICATIONS:

11.5.01 The Contractor shall obtain necessary permits and state license in conjunction with

asbestos removal, hauling, and disposal, and furnish timely notification of such actions required by federal, state, regional, and local authorities. Notify DOW in writing ten (10) working days prior to the commencement of work in accordance with 40 CFR 61, Subpart M. Furnish a copy of permits, state licenses, and applicable notifications to DOW.

11.5.02 Submit a work schedule to DOW in writing five (5) working days prior to the start of work on site.

11.6. MEDICAL EXAMINATION: Before exposure to airborne asbestos fibers, the Contractor shall provide workers with a comprehensive medical examination as required by 29 CFR 1926.1101 and HIOSH 12-145.1. This examination will not be required if adequate records show the employees have been examined for asbestos as required by 29 CFR 1926.1101 and HIOSH 12-145.1 within the last year.

11.7. TRAINING: As required by 40 CFR, Part 763, Subpart E, and Asbestos Hazard Emergency Response Act (AHERA), within the one year prior to assignment to asbestos-related work, each employee shall be instructed by an EPA approved training provider, or equivalent safety specialist with regards to the hazards of asbestos; safety and health precautions; the use and requirements for protective clothing, equipment and respirators, and the additional requirements of 29 CFR 1926.1101 and HIOSH 12-145.1. The more stringent EPA training requirements shall prevail if they exist. Submit training certificates signed and dated by an EPA approved training provider, or equivalent safety specialist for each employee showing that the employee has received training in accordance with 40 CFR, Part 763, Subpart E, and AHERA. The Contractor's air sampling personnel shall have current AHERA Project Monitor and AHERA Contractor/Supervisor Training Certificates.

11.8. RESPIRATOR PROGRAM: Establish and implement a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

11.9. ASBESTOS REMOVAL WORK PLAN: The Contractor shall submit to DOW for their information and to the Contractor's Qualified Consultant for approval a detailed, job-specific work plan of the work procedures to be used in the removal and disposal of materials containing asbestos at least ten (10) working days prior to the start of the work. The Asbestos Removal Work Plan shall then become a part of this contract and shall be strictly adhered to. The work plan shall also include interface of trades involved in the construction, sequencing of asbestos-related work, work area preparation plan, disposal plan, air sampling plan, respirators, protective equipment, decontamination procedures, worker training certification, worker medical monitoring documentation, emergency procedures, and a detailed description of the method to be employed in order to control pollution. The air-sampling portion of the plan shall include air sampling training and strategy, estimated number of air samples, and air sampling methodology. The plan shall be approved prior to the start of asbestos removal work. Prior to beginning work, the Contractor and Contractor's Qualified Consultant shall meet with DOW to discuss in detail the Asbestos Removal Work Plan, including work procedures and safety precautions. At the conclusion of the project, the Contractor and Contractor's Qualified Consultant shall submit a co-signed Certification stating that the removal of asbestos-containing materials was completed in accordance with the Asbestos Removal Work Plan and subsequent revisions and additions and in accordance with all applicable rules and regulations.

11.10. CONTRACTOR REQUIRED TESTING: The Contractor shall provide and pay for all required OSHA testing for his workers. The Contractor shall submit the name, address, and telephone number of the independent testing laboratory selected to perform personal monitoring, testing, and reporting of airborne concentrations of asbestos fibers along with certification that the laboratory has been judged

proficient in asbestos analysis by successful participation within the last year in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing (PAT) Program for Asbestos. Submit evidence that air samples will be analyzed as required by Appendix A of 29 CFR 1926.1101.

11.11. TESTING:

11.11.01 The Contractor's Qualified Consultant shall perform area monitoring during the entire asbestos removal operation. If the concentration of airborne asbestos fibers at the boundaries is greater than or equal to 0.01 fibers (longer than 5 micrometers) per cubic centimeter of air, or background quantity whichever is greater, or visible dust is observed, the Contractor shall stop work and immediately correct the conditions. Contaminated areas shall be cleaned at the Contractor's expense. The Contractor's Qualified Consultant shall certify that the area has been cleaned of all asbestos material contamination.

11.11.02 The Contractor or the Contractor's Qualified Consultant shall conduct personal air monitoring on 25 percent of the work crew or a minimum of two (2) employees, whichever is greater, during each work shift. The Contractor shall be responsible for providing the personal monitoring and necessary records for all of the Contractor's employees on a daily basis and as certified by the Contractor's Qualified Consultant. The Contractor shall procure legally required reports for air monitoring as part of the contract.

11.11.03 Contractor's testing shall be completed and results submitted to DOW within 24 hours.

11.12. EQUIPMENT:

11.12.01 Respirators: Select respirators approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services, for use in atmospheres containing asbestos fibers. The Contractor shall comply with the requirements of 29 CFR 1926.1101 and HIOSH 12-145.1. For this project, respirators shall be worn at all times throughout the removal process or as deemed necessary by the Contractor's Qualified Consultant.

11.12.02 Protective Clothing: Furnish personnel exposed to airborne concentrations of asbestos fibers with fire-retardant, disposable, protective whole body clothing, head covering, gloves, and foot coverings. Furnish disposable plastic or rubber gloves to protect hands. Use tape to secure sleeves at the wrists and to secure foot coverings at the ankles. For this project, protective clothing shall be worn at all times throughout the removal process or as deemed necessary by the Contractor's Qualified Consultant.

11.12.03 Warning Signs and Labels: Provide warning signs at approaches to asbestos control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Affix labels to asbestos materials, scrap, waste, debris, sealed impermeable bags, asbestos waste drums, and other asbestos-contaminated products. Signs and labels shall comply with the requirements of 29 CFR 1926.1101 and HIOSH 12-145.1. Warning signs and labels shall be provided throughout the entire project and as deemed necessary by the Contractor's Qualified Consultant.

11.13. WORK PROCEDURE:

- 11.13.01 Perform asbestos-related work as specified herein. Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking shall not be permitted in the asbestos control area. No one shall be permitted in the asbestos control area unless they are provided with appropriate training and protective equipment (respirators and disposable coveralls). The Contractor shall be responsible for providing their personnel with the appropriate training and the necessary protective equipment while performing asbestos-related work. Absolutely no dry scraping, sawing, sanding, drilling, or any other dust producing methods shall be utilized on asbestos-containing materials. The Contractor shall be solely responsible for complying with all regulations concerning his employees' safety and health.
- 11.13.02 Asbestos Control Area Requirements: Provide a 20-foot roped-off perimeter around the area where the asbestos handling procedures are to be performed. No one shall be permitted in the asbestos control area unless the person is provided with appropriate training and protective equipment. During the asbestos removal operation, should the asbestos abatement employees need to exit the controlled area, they shall be required to remove their disposable coveralls, place them in an approved impermeable disposal bag, and then exit the area.
- 11.13.03 Asbestos Handling Procedures: Asbestos-containing materials shall be removed as whole sections. No cutting of the asbestos-containing cement pipe shall be conducted. Asbestos-containing materials shall be placed in sealed, impermeable bags. Collect asbestos waste, scrap, debris, bags, containers, equipment, and asbestos-contaminated clothing which may produce airborne concentrations of asbestos fibers; place in sealed impermeable bags constructed of at least 6-mil plastic material. This bag shall then be placed in another impermeable bag; the bag shall be twisted, goose-necked, and taped. Asbestos materials that cannot be placed in bags shall be double-wrapped in 6-mil plastic sheeting. Where impermeable bags cannot be used, the Contractor shall submit, in the Asbestos Removal Work Plan, an alternate proposal for removal of asbestos materials and containment of asbestos fibers. All bags and containers containing asbestos materials must be properly labeled in accordance with 29 CFR 1926.1101 and HIOSH 12-145.1.

11.14. CLEANUP AND DISPOSAL:

- 11.14.01 Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Restrict the spread of dust and debris; keep waste from being distributed over the general area. Do not dry sweep or blow down the space with compressed air. Remove all visible accumulation of asbestos-containing materials and debris by HEPA vacuums, sponging, and wet wiping. The Contractor's Qualified Consultant shall visually inspect the affected surfaces for residual asbestos materials and accumulated dust before and after the removal of the asbestos control area. The Contractor shall re-clean areas showing dust or residual asbestos materials. If re-cleaning is required, the Contractor's Qualified Consultant shall monitor the asbestos airborne concentration after re-cleaning. Do not remove the roped-off perimeter and caution signs prior to the Officer-In-Charge's receipt of the Contractor's Qualified Consultant's certification. Signage applicable to job

site safety and the performance of the remaining portions of the work shall remain as applicable.

- 11.14.02 Disposal of Asbestos: Dispose of waste asbestos materials at a State-approved sanitary landfill. Procedures for hauling and disposal shall comply with 40 CFR 61, Subpart M, and State, regional, and local standards. Sealed impermeable bags may be removed from drums into the burial site unless bags have been broken or damaged. Damaged bags shall remain in the drum and the entire contaminated drum shall be buried. Uncontaminated drums may be recycled. Workers unloading sealed drums shall wear appropriate respirators and personal protective equipment when handling asbestos materials at the disposal site as directed by the Contractor's Qualified Consultant.

The Contractor shall submit disposal manifest and receipts showing acceptance of the material by the approved waste disposal site to the Officer-In-Charge. The shipping papers shall use chain-of-custody form and include names and addresses of the Facility Owner, the Contractor, and the Landfill Operator and information on the type and number of waste containers.

- 11.14.03 Double Tape Wrapped: All asbestos materials shall be wrapped in 6-mil minimum thickness polyethylene sheets and taped with minimum 2-inch wide silver cloth duct tape. The asbestos materials shall be rewrapped with a second polyethylene sheet and taped before disposal to the dumpsite. Damaged polyethylene sheeting will not be accepted for disposal at the landfill.

11.15. PAYMENT: Payment for REMOVAL AND DISPOSAL OF HAZARDOUS MATERIALS will not be made separately; the compensation for such work shall be deemed to be included in the Unit Price Offer for SITE EXCAVATION.

END OF SECTION