



Water has no substitute.....Conserve it

REQUEST FOR QUOTE

RFQ No. AIR 2024-2025

Description			
<p>The Department of Water is requesting for quotes to furnish the services and maintenance of its various air conditioning units for the period July 1, 2024 to June 30, 2025. Please read the attached, complete, and submit all required documents via www.publicpurchase.com by 2:00pm HST on Wednesday, June 26, 2024 to:</p> <p style="text-align: center; margin-left: 200px;"> County of Kaua‘i Department of Water 4398 Pua Loke Street Līhu‘e, HI 96766 Attn: Christine Erorita </p>			
Note: This is not an order.		SUM BID:	\$
Instructions to Bidders:	<ol style="list-style-type: none"> 1. Prices must include all taxes, freight, and hauling charges. 2. Failure to bid on all items will result in rejection of your bid. 3. Award shall be made on total sum and not on item bid. 4. Goods/Services must be delivered within the performance date. 5. Brand name of submitted product must be included. 		
<p>The Department of Water reserves the right to reject any or all items supplied which are not in accordance with specifications. Goods rejected on account of inferior quality or workmanship will be returned to you with charges for transportation both ways. The right is reserved to accept or reject any or all bids or any part thereof, and to waive technicalities. Lump sum payment to be made upon receipt of completed order.</p>			
Bid Closing Date	Time	Contract Commencement Date	Authorized Bidder's Signature
June 26, 2024	2:00 p.m. HST	July 1, 2024	

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INSTRUCTIONS TO BIDDERS

1. **RESPONSIBILITY OF OFFERORS.** Offeror is advised that if awarded a contract under this solicitation, the offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; **and**
6. Section 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The Department will verify compliance on Hawai'i Compliance Express (HCE) for awards \$2,500 or greater. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the state to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation; Federal Internal Revenue Service; Department of Labor and Industrial Relations; and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov> . There is annual registration fee, and the 'Certificate of Vendor Compliance' is accepted for both contracting and final payment.

Please refer to the SCOPE OF WORK AND AWARD section of this solicitation for instructions on furnishing specific documents that are acceptable to the Department of Water as proof of compliance with the requirements listed above.

OFFER

FOR THE
FURNISHING OF SERVICES FOR A
MAINTENANCE AND SERVICE CONTRACT,
FOR VARIOUS AIR CONDITIONING UNITS,
FOR THE PERIOD July 1, 2024 TO June 30, 2025
DEPARTMENT OF WATER
COUNTY OF KAUA‘I
LĪHU‘E, KAUA‘I, HAWAII

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

Date

Dear Sir:

The undersigned hereby agrees to furnish and deliver the following MAINTENANCE AND SERVICE CONTRACT FOR VARIOUS AIR CONDITIONING UNITS, FOR THE PERIOD, July 1, 2024 TO June 30, 2025, Department of Water, County of Kaua‘i, 4398 Pua Loke Street, Līhu‘e, Kaua‘i, Hawai‘i, complete as specified herein, for the offer amount set forth below opposite each item, in strict compliance with the Offer, Questionnaires, Scope of Work and Award and Minimum Specifications, all of which the Offeror understands and agrees are attached hereto and by reference made a part hereof:

ITEM NO. 1

Furnish a Monthly Maintenance and Service Contract for Air Conditioning Unit(s), serving the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereinafter:

BUILDING	Monthly Price	Total Price (12-months)
Old Office Equipment Schedule Items A-1 through A-2 inclusive	\$	\$
Microbiology Building Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
Operations Building Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
New Office Building Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
TOTAL ITEM NO. 1		\$

ITEM NO. 2

Furnish Semi-Annual Service (in addition to the monthly service required above) for Air Conditioning Unit(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (December & June)
Old Office Equipment Schedule Items A-1 through A-2 inclusive	\$	\$
Microbiology Building Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
Operations Building Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
New Office Building Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
TOTAL ITEM NO. 2		\$

ITEM NO. 3

Furnish Semi-Annual Service for Refrigerated Water Fountain(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (December & June)
Microbiology Building Equipment Schedule Items B-7	\$	\$
Operations Building Equipment Schedule Items C-8 and C-9	\$	\$
New Office Building Equipment Schedule Items D-40 and D-41	\$	\$
TOTAL ITEM NO. 3		\$

ITEM NO. 4

Furnish Semi-Annual Service for Ice Machine(s) and Ice Storage Unit(s), servicing the Department of Water locations listed below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Semi-Annual Unit Price	Total Price (December & June)
Microbiology Building (Ice Machine) Equipment Schedule Items B-8	\$	\$
Operations Building (Ice Machine) Equipment Schedule Items C-10	\$	\$
Microbiology Building (Ice Storage Unit) Equipment Schedule Items B-9	\$	\$
Operations Building (Ice Storage Unit) Equipment Schedule Items C-11		

TOTAL ITEM NO. 4	\$
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ITEM NO. 5

Furnish Annual Service (in addition to the monthly and semi-annual services required above) for Air Conditioning Unit(s), servicing the Department of Water locations below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Annual Unit Price	Total Price (12-months)
Old Office Equipment Schedule Items A-1 through A-2 inclusive	\$	\$
Microbiology Building Equipment Schedule Items B-1 through B-6 inclusive	\$	\$
Operations Building Equipment Schedule Items C-1 through C-7 inclusive	\$	\$
New Office Building Equipment Schedule Items D-1 through D-39 inclusive	\$	\$
TOTAL ITEM NO. 5		\$

ITEM NO. 6

Furnish Annual Service (in addition to the monthly and semi-annual services required above) for Refrigerated Water Fountain(s), servicing the Department of Water locations below, Equipment Schedule Items, in place complete as specified hereafter:

BUILDING	Annual Unit Price	Total Price (12-months)
Microbiology Building Equipment Schedule Items B-7	\$	\$
Operations Building Equipment Schedule Items C-8 and C-9	\$	\$
New Office Building Equipment Schedule Items D-40 and D-41	\$	\$
TOTAL ITEM NO. 6		\$

ITEM NO. 7

Bid Allowance: Furnish as needed emergency repair services for all work not covered in Items 1 through 6: **\$ 5,000.00**

TOTAL BID (ITEMS NO. 1 THROUGH 7 INCLUSIVE) **\$ _____**

In submitting this offer, the Offeror understands, agrees, and acknowledges:

1. That Items specified herein are being furnished for the exclusive use of the



Department of Water, County of Kaua'i;

2. That the Offer price includes all taxes which apply to the products or services or the furnishing, sale or purchase thereof, whether assessed against, chargeable to, or payable to the Department of Water, County of Kaua'i, or any of its agencies or the undersigned;
3. That the Manager and Chief Engineer reserves the right to reject any or all bids in whole or in part and waive any defects if such a rejection or waiver will be in the Department's best interest and is consistent with Chapters 103 & 103D, Haw. Rev. Stat., as amended (hereafter "H.R.S.") and the Charter of the County of Kaua'i 1984, as amended;
4. That the undersigned declares that he has thoroughly studied, examined and understood all of the terms and conditions of this solicitation document and that the offer submitted is made without collusion on the part of any person, firm or corporation, and that no official or employee of the government is directly or indirectly interested in the proposal or in the supplies or work to which it relates or in any portion of the profits thereof;
5. That the Offeror understands and agrees that emergency work may be required and subject to liquidated damages as specified herein.
6. That the Offeror has received and hereby accepts the following Addenda, and that the information provided in those Addenda is accounted for in this offer.

<u>Addendum No.</u>	<u>Date:</u>
_____	_____
_____	_____
_____	_____
_____	_____

Respectfully submitted,

Name of Offeror

Authorized Signature

Print/Type Name & Title of Above

PLEASE RETURN COMPLETE SOLICITATION DOCUMENT WITH OFFER. FILL IN ALL BLANK SPACES WITH INFORMATION REQUIRED OR YOUR OFFER MAY BE REJECTED.



QUESTIONNAIRE

1. Contractor's License No.: _____ License Type: C- _____
2. Number of years your firm has been providing maintenance and service on air conditioning systems: _____ years
3. List past/present customers, which your firm has provided maintenance and service for in Hawai'i, on same or similar types of equipment included herein;

Name	Address
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Name	Address
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4. List name, classification, certification number, and number of years certified, of the technician(s) to be assigned to proposed job:

Name	Classification	Certification # and Years
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Name	Classification	Certification # and Years
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5. The technician's straight time hourly wage rate of pay used in calculating the labor portion of your bid amount?

Technician Grade: _____ Rate: \$ _____

Percentage of total bid price, (including overhead & profit) attributed to labor?

Questions No. 5 shall be completed for information purposes, and may be used to justify any price increase request, which may be allowed per the provisions contained herein. If questions are not answered, request for price increase may be rejected.

COMPLETE ALL QUESTIONS, OR BID MAY BE REJECTED

SCOPE OF WORK AND AWARD

I. DEFINITIONS. As used in this Scope of Work and Award and as used elsewhere in this solicitation, the terms shall be defined as stated in the General Terms and Conditions for Goods and Services of the Department of Water, County of Kaua‘i, dated August 25, 2010, as amended (herein “General Terms”), attached hereto and incorporated herein.

II. SCOPE OF WORK

The services proposed consist of furnishing and paying for all labor, equipment, tools, transportation, materials, supplies and other incidentals to perform all operations in connection with providing the required MAINTENANCE AND SERVICE CONTRACT FOR VARIOUS AIR CONDITIONING UNITS, FOR THE PERIOD, July 1, 2024 TO June 30, 2025, County of Kaua‘i, Līhu‘e, Kaua‘i, Hawai‘i, per the technical specifications contained herein.

III. METHOD OF AWARD

Award shall be made to the responsible bidder submitting the lowest **TOTAL BID (FOR THE CONTRACT TERM OF 12 MONTHS), (ITEMS NO. 1 THROUGH 7 INCLUSIVE)**, as specified in the Offer, and whose bid complies in all respects with the requirements herein. **BIDDER MUST BID ON ALL ITEMS, TO BE CONSIDERED FOR AWARD.**

The Department reserves the right to do a deductive change order for Items 1, 2, and 5 once the Old Building is demolished or as soon as the Manager’s Office, HR Office, and Computer Server Room are vacated and relocated.

Pursuant to HRS 103D-305 and HAR Chapter 3-122, Subchapter 8, responsible bidder is required to utilize the Hawai‘i Compliance Express (HCE) to obtain proof of compliance of tax, registration, and labor requirements prior to the issuance of an award. Offerors shall register for HCE to allow for needed proof of compliance prior to the issuance of award.

IV. TERM OF CONTRACT OR DELIVERY TIME REQUIREMENTS

The contract period shall begin on the first of the month following the complete contract execution by all parties, and the issuance of the official notice to proceed, and end after 12 months of approved service, unless otherwise mutually agreed upon by the parties hereto, and subject to the continued availability of funding on July 1st of each subsequent fiscal year. Further, by mutual agreement between the parties hereto, the contract may be extended on a month-to-month, or term basis, not to exceed a contract term total of thirty-six (36) months (first 12 months, plus 2nd and 3rd 12-month period). Any extension to the contract is subject to the availability of funds, and will be at the same contract price, plus any approved price increases per the provisions stated herein, and under the same terms and conditions as specified herein. Any extension shall be accomplished by issuance of a letter by the Department and acceptance of the extension shall be by appropriate endorsement of said letter

by the Contractor.

In all cases, it is agreed that the contract shall be subject to termination in the event the Board of Water Supply fails to appropriate funds for the upcoming fiscal year, beginning July 1st of each year. In the event the contract is terminated because of the lack of appropriated funds, no breach of contract shall be deemed to have occurred by that fact alone, but shall be considered as a normal termination of the contract.

V. QUALIFICATIONS OF BIDDER

- A. The bidder must be qualified by possession of the appropriate contractor's license, C-52, past job experiences, and appropriate licensed workers, for the work called for in the contract. This will be demonstrated in part by information provided on the attached QUESTIONNAIRE, with regards to experience, herein. All bidders must have at least five (5) years of experience with providing air condition and ventilation maintenance and service, two (2) of which shall have been on the type of or similar equipment specified, prior to the bid opening date. Further, the technician assigned to handle the proposed work shall possess the required certifications and licenses as required by the State of Hawai'i.

The Chief Procurement Officer reserves the right to investigate the experiences and records of each bidder, and to require additional information from each bidder. The Chief Procurement Officer shall be the sole judge of facts as to the experience and reliability of the bidder. Falsification of experience information is considered to be a serious breach in the proposal requirements.

- B. That the Offeror is and will remain in compliance with the provisions of Chapter 103-55, H.R.S. relating to Wages, Hours, and Working Conditions of Employees of Contractors Supplying Services, if applicable.

VI. PRICE ADJUSTMENT ON EXTENSIONS

Request for contract price increase may be approved, effective July 1st of an approved extended period, provided that such adjustment meets the following:

1. Seventy percent (70%) of the labor portion of the price may be increased, at the Offeror's request, provided the hourly rate paid the service technician, originally assigned to the job, and scheduled to perform the next years' service, has increased in the preceding term. The increase shall be limited to the percentage increase in hourly rate used in calculating the labor portion of the original bid, as identified in the QUESTIONNAIRE.
2. Any request for price increase must be received, in writing, by the Chief Procurement Officer, at least three (3) months prior to the scheduled expiration of the original period. Failure to submit such request for price increase by said time may be grounds for rejection and/or delay of any request for price adjustment.

3. It shall be the Offeror's responsibility to supply adequate documentation justifying all requests for price increases. Such documentation shall include copies of the Offeror's certified payroll affidavits.

VII. PRE-BID INSPECTIONS

Each bidder should visit the site of the proposed work and fully acquaint themselves with the existing conditions relating to the maintenance services, and should fully inform himself as to the facilities involved, the difficulties and/or restrictions which may arise with the performance of the work involved with the contract. The Offeror, by execution of the contract shall in no way be relieved of any obligation due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions there. The Department will be justified in rejecting any claim based on facts with regards to the aforementioned inspections.

Pre-bid site inspections shall be by appointment only, between 8:00 A.M. to 2:00 P.M. Appointments must be arranged at least 24 hours in advance, with the Department of Water, County of Kaua'i. Contact persons shall be:

Ryan Smith
Department of Water
4398 Pua Loke Street
Līhu'e, HI 96766
Phone No. (808) 245-5436
Email: rsmith@kauaiwater.org

VIII. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, on primary basis and at its sole expense, at all times during the life of the Contract insurance coverages, limits, including endorsements as described in Exhibit B, incorporated herein, against claims for injuries to person 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 herein, as well as the Board'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. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

MINIMUM SPECIFICATIONS

1. General: The Contractor shall provide and pay for all labor, materials, equipment and parts to maintain, service, and repair as required per the specifications, the various complete air conditioning equipment and related appurtenances, on a monthly, semi-annual or annual basis as specified, so as to insure the proper operation and function of the systems.
2. Duties of the Contractor: The various complete air conditioning systems covered by this contract shall be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, the manufacturer's original specifications, and/or Federal, State, or County regulations, whichever is more stringent. The Department reserves the right to have tests performed by the Contractor when deemed advisable to ascertain that the requirements of these conditions are being fulfilled.

It is the intent of this Contract to provide a full service contract, including general and emergency service calls, as well as minor and major repairs for the air conditioning equipment located at the Department of Water. Bid Items 1 to 7 (inclusive) shall include all equipment, labor and material costs for the regular maintenance work described in the Technical Specifications contained herein. Bid Item 7 is an allowance item for work not covered in Bid Items 1 through 7. The costs for Bid Item 7 shall be the cost negotiated between the Contractor and the Department of Water.

The work shall be performed on all air conditioning and related equipment, per the equipment schedule contained herein. The Contractor shall be responsible to locate and verify the condition of the equipment at each site. The Department shall not be responsible for any errors or omissions of equipment, equipment condition, type of equipment, and/or models of equipment to be serviced and maintained. It shall be the Contractor's responsibility to verify each equipment, and base his bid on the actual equipment at each site.

All monthly services shall be performed within five (5) working days of the same day of the month at which the initial service was performed under this contract, unless otherwise approved by the Officer-in-Charge (Chief, Operations Division). Further, all scheduled semi-annual, and/or annual services shall be in addition to services performed on a monthly basis, and shall be scheduled at the same time as when the monthly services are being performed. The semi-annual service (date) shall be made 6 months after the start of the contract period. The annual service (date) shall be 12 months after the start of the contract period.

3. Hours of Work: The Contractor shall perform all normal maintenance and service work under this Agreement, including unlimited call-back service, during regular working hours of the Department of Water, County of Kaua'i, 7:45 AM to 4:30 PM. Emergency adjustment and replacement of minor parts and emergency call back shall be available seven days a week, 24-hours a day.

Emergency calls made during the hours of 6:00 AM to 6:00 PM shall be responded to by certified technicians, within two (2) hours of the time of the call. For all other emergency calls for service, a response time of four (4) hours is required. Failure on the Contractor's part to respond to emergency calls as indicated, shall subject the Contractor to the provisions herein, with respect to liquidated

damages.

Emergency contact persons, minimum of two (2), along with their 24-hour telephone numbers, shall be provided the Department, prior to final acceptance of the contract, and commencement of services.

4. The Contractor shall keep service reports and a separate log recording all maintenance calls to the project at his office. A copy of approved log is included on page 11 of these specifications. Log shall include at least the following information:

- a. Name of person making service call.
- b. Date of service call.
- c. Time in and out from the project.
- d. Nature of call; if emergency who contacted Contractor.
- e. Description of service, or copy of maintenance log.

5. Check-in Requirements: Prior to performing scheduled maintenance work, the Contractor shall notify the Officer-in-Charge at least 24 hours prior to such work. Removal of air-conditioning equipment from service shall be coordinated with, and approved by, the Officer-in-Charge.

When requesting emergency work on the air conditioning units, the Department shall designate a contact person for the service technician to contact and meet at the site. All work shall be coordinated with the Department contact person.

6. Compliance with Laws: In the performance of this contract, the Contractor agrees to abide by all existing laws, codes, rules and regulations set forth by all appropriate authorities having jurisdiction in the location where the work is to be performed.

7. Department's Responsibility: The Department shall be responsible for all repairs/replacements necessitated by reason of cause other than normal wear and tear. Such cases would include, but not be limited to, fire, explosion, theft, floods, earthquake, vandalism, misuse, abuse, malicious mischief, or unauthorized repairs by others.

8. Monthly Maintenance & Service Report: The Contractor shall provide the Department with a monthly maintenance and service report within two (2) weeks of the completed contracted scheduled work, and additionally after all call-out work. No payment for services shall be made until submittal and approval of such reports, on a form similar to that contained herein.

9. Payment: Payments will be authorized by the Chief Procurement Officer after completion of performance or delivery and acceptance by the officer-in-charge of all materials, goods, and services stipulated in the contract or purchase order. Payments will be made as soon thereafter as the regular course of business will allow; provided, however, that payments shall be made no later than thirty (30) calendar days following receipt of the statement for goods received and services completed. Final payment will not be made, in any event, without a tax clearance from the State of Hawai'i Director of Taxation and the U.S. Internal Revenue Service certifying that all taxes levied or accrued under State statutes against the Contractor have been paid and if applicable, the written consent to the surety on the Contractor's bond.

Where applicable, the bidder must comply with State of Hawai'i Department of Taxation Publication - 1 (July, 1988) requirements, which obligate the Contractor to comply in all respect with publication provisions regarding "Information on Hawai'i State Taxes administered by the Department of Taxation."

The Contractor shall be compensated for his services on a monthly basis, for all satisfactory services rendered for the previous month. Prior to the Department making monthly payments, the Contractor shall comply with provisions herein, including but not limited to submittal of monthly maintenance and service reports, service logs, and any additional call-out work reports.

10. LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the Department and the Contractor that time of response, in the matter of emergency services is essential in this work, due to the nature of the operations at the various sites. In the case of any failure by the Contractor to respond within the time specified, the Contractor agrees that the Department will be damaged thereby, and that the amount of said damages are difficult, if not impossible, to accurately quantify. In light of the foregoing finding, it is hereby agreed that the amount of such damages shall be estimated, agreed upon, liquidated and fixed at the sum of FIFTY DOLLARS (\$50.00), for each and every HOUR, OR FRACTION THEREOF, that exceeds the response time by the Contractor. The Contractor hereby agrees to pay the County as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

Additionally, should the Contractor fail to respond to the emergency service call within the time specified, the Department shall have the right to purchase in the open market the corresponding services needed to address the emergency, and to deduct from money due or that may thereafter become due to the Contractor, the actual cost thereof to the Department. In case money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Manager. The Department may also utilize all other remedies provided by law.

12. RIGHTS AND REMEDIES OF THE DEPARTMENT BECAUSE OF DEFAULT. In the event monthly services performed by the Contractor in performance of the contract or purchase order, fail to conform to the Specifications therein, the Chief Procurement Officer may reject the same. It shall thereupon become the duty of the Contractor to replace or redo all such rejected services, which do not conform to specifications; however, should the Contractor fail, neglect, or refuse to do so within the time provided by the Chief Procurement Officer, the Department shall thereupon have the right to purchase in the open market the corresponding services needed, per the Contract, and to deduct from money due or that may thereafter become due to the Contractor, the difference between the price named in the contract or purchase order, and the actual cost thereof to the Department. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Chief Procurement Officer. The Department may also utilize all other remedies provided by law. The Chief Procurement Officer further reserves the right to suspend the Contractor from bidding on any or all county solicitation for a period of twelve (12) months.

TECHNICAL SPECIFICATIONS

SCHEDULE OF MAINTENANCE SERVICES

A. AIR HANDLING UNITS

MONTHLY

1. Clear and clean all drip pan and all related condensate drain lines. Provide pan tablets or appropriate chemicals to control algae growth. Contractor may be liable for water damage due to clogged drains due to poor maintenance.
2. Change all air filters including automatic filters. Minimum dust spot efficiency (ASHRAE) of 30%, for filter replacements.
3. Wash permanent type filters with an approved detergent and spray coat with an approved filter treatment solution. Replace deteriorated permanent type filters which cannot be appropriately cleaned.
4. Lubricate and oil all bearings, and connections of dampers and vane, and check controls to insure proper operation.
5. Treat drain pan with algaecide.
6. Operate equipment to check for proper operation and correct all discrepancies before certifying service report.
7. Check and maintain refrigerant levels.
8. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of Contract period)

1. Adjust alignment of bearings, sheaves, and lubricate fan and motor bearings. Replace worn or noisy bearings.
2. Wash cooling coils and clean all dirt accumulation, using steam cleaner or coil cleaner, as required.
3. Clean all return air grills and exterior surfaces of all related air conditioning equipment. Clean fresh air intake grills and damper.
4. Adjust belt tension with deflection gauge and replace worn belts.

ANNUALLY (10 months after start of contract period)

1. Check pressure drop and temperature differential across coils and log readings. Clean strainers, check vents and drains on chill water coils.
2. Replace all fresh intake filter bags, with new bags where applicable.
3. Secure all loose housing, seal leaks and touch-up paint after cleaning all rust.
4. Calibrate pneumatic and/or electric temperature controls.

B. FAN COIL UNITS

MONTHLY

1. Check for leaks, clean and clear drain line to prevent overflow or condensation. Add pan tablets or appropriate chemicals to control algae growth. Contractor may be liable for water damages from clogged drains, which are not cleaned regularly as specified.
2. Change filters.
3. Lubricate all fan and motor bearings as required.
4. Operate equipment to check for discrepancies and correct deficiencies.
5. Check and adjust belt tension.
6. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of contract period)

1. Clean all fan wheels and return air grills.
2. Check and adjust belt tension and replace worn belts.
3. Clean cooling coils with compressed air or appropriate cleaning fluid.
4. Clean fresh air intake grille and damper.

ANNUALLY (10 months after start of contract period)

1. Drain pan.
2. Flush condensate drain line.
3. Report on condition of coils.

4. Replace and adjust belts.

C. TEMPERATURE CONTROLS

ELECTRIC CONTROLS

SEMI-ANNUALLY (6 months after start of contract period)

1. Check and calibrate all control devices, including valves and actuators.
2. Check operation, lubricate and adjust control dampers.
3. Dust clean all control devices by compressed air or electrical solvent.
4. Replace all worn or broken parts as necessary.

D. CHILLER, RECIPROCATING COMPRESSOR, AIR-COOLED CONDENSER

MONTHLY

1. Check for oil, water and refrigerant leaks and repair as needed. Read and record gauge pressure readings.
2. Test run all components and log all operating pressures and temperatures.
3. Lubricate all fan and motor bearings, check and adjust belts.
4. Read and record entering and leaving chilled water temperatures and gauge pressures.
5. Check compressor bearing oil pressure, oil level, and add oil as required.
6. Check refrigerant charge, and recharge as required.
7. Check refrigerant moisture indicator.
8. Check compressor capacity control.
9. Check condition of evaporator tubes.
10. Check automatic and safety controls.
11. Check for undue noise and vibration, and adjust as needed.

12. Provide condenser and chilled water treatment, to assure a corrosion free environment. Submit report and/or analysis of treatment processes. Adjust feed rates as necessary.
13. Check settings of all starting, operating and control electrical contacts.
14. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of contract period)

1. Check and test operation of all control switches, safeties, etc., and record all settings on log.
2. Clean strainers and condenser coil/tubes.
3. Lubricate all fan, motor, and pump bearings as required.
4. Check compressor crankcase oil condition.
5. Clean, prep, and paint all rust spots with rust inhibitor paint.

ANNUALLY (10 months after start of contract period)

1. Check and clean or replace all strainers, filters and driers.
2. Drain and refurbish compressor oil in crank case. Change filters, including purge oil separator and purge compressor oil where applicable.
3. Replace refrigerant and drain filters, and all drier cores.
4. Open condenser cover for inspection. Clean inside of condensers and remove all dirt. Provide cleaning with acid wash or approved chemicals as needed, and flush clean after brushing.
5. Check and adjust all purge unit controls to manufacturer's specifications.
6. Pressure test for leaks. Repair as needed.
7. Open purge chamber cover and clean float valve and condensing chamber. Check float valve for free movement and for proper setting of valve plunger. Replace intake and exhaust valves where applicable. Check purge suction line orifice and replace strainer element.
8. Recalibrate all safeties and temperature controls to proper settings.

9. Megger motor and submit report and recommendation to the Officer-in-Charge.
10. Recharge refrigerant to proper levels, and test run chiller.
11. Clean rust from exterior component and touch-up paint as needed.

E. PACKAGED OR SPLIT AIR CONDITIONING UNITS

MONTHLY

1. Check and correct for air and refrigerant leakage, unusual noise and vibration, adjust as needed.
2. Check compressor oil level and add as needed.
3. Check and adjust control settings for proper operation.
4. Adjust belt tension and alignment on condenser and evaporator fans.
5. Observe sight glass indicator and if moisture is present, change dryer.
6. Clean and clear drip pan and condensate drain lines. Add algaecide or appropriate chemicals as needed.
7. Change air filters or wash permanent type filters and apply appropriate coating. Replace permanent filters if damaged or excessively worn.
8. Replace all worn or broken parts as necessary.

SEMI-ANNUALLY (6 months after start of contract period)

1. Clean condenser coil and cooling coil surfaces with compressed air, water or cleaning solution.
2. Lubricate fan and motor bearings as necessary.
3. Check the operation of all safety controls by operating controls manually. Adjust as required. Submit report to the Officer-in Charge.
4. Clean return air grill and fresh air intake screen.

ANNUALLY (10 months after start of contract period)

1. Clean fans and remove rust from exterior components and touch-up paint as needed.

2. Check and clean all starter and control contacts.
3. Change crankcase oil where applicable or submit oil test results.

F. CONTROL SWITCHES AND TIME CLOCKS

MONTHLY

1. Clean contacts, replace as required.
2. Check lead-in wires to see that all connections are tightly secured.
3. Check and adjust time settings as directed.

SEMI-ANNUALLY (6 months after start of contract period)

1. Thoroughly clean out all dust and dirt from inside of housing.
2. Check and tighten loose fasteners and adjust spring tensions as required.
3. Check and operate all release mechanisms to see that they are in proper working order.

G. FRESH AIR INTAKE GRILL

SEMI-ANNUALLY

1. Clean grills with brush, vacuum, or if heavily sooty, clean with an industry standard cleaner.

H. REFRIGERATED WATER FOUNTAINS

SEMI-ANNUALLY (6 months after start of contract period)

1. Check the bubbler valve supply pressure. Make sure that water is being supplied at a sufficient pressure (proper stream height). If necessary, make the necessary adjustments.
2. Clean around the water discharge area (e.g., scale build-up) as well as the strainer screen located in the bubbler valve body.
3. Check the strainer (beehive), ferrule (tailpipe). Make sure that they are clean and that the tailpipe is free from clog.

4. Check and note the condition of the internal connectors, seals, and tubing.
5. Check the voltage to the water fountain and make sure it is in line with the voltage on the data plate. Low, high, or fluctuating voltages can cause inconsistent cooling as well as premature compressor failure.
6. Check and clean the cooling tank (as well as the insulation around the tank) and the coil. Replace the tank insulation if it is damaged or deteriorated to prevent condensation.
7. Refill the refrigerant to the proper level.

ANNUALLY (10 months after start of contract period)

1. Check and clean the overall fountain. This includes such parts as the dehumidifier, evaporator, condenser, and any other part that is integral to the operation of the fountain.

I. ICE MACHINE

SEMI-ANNUALLY (6 MONTHS AFTER START OF CONTRACT PERIOD)

1. Repair any existing leaks (water fittings, water lines, water inlet, etc.).
2. If necessary, make adjustments to the various probes (water level, ice thickness, etc.)
3. Clean the condenser fan and condenser air filter of dust, dirt, lint, and grease.
4. Clean the water distribution tube of any sort of build-up.
5. Refill the refrigerant to the proper level.

J. ICE STORAGE UNIT

SEMI-ANNUALLY (6 MONTHS AFTER START OF CONTRACT PERIOD)

1. Repair any existing leaks (water drain, etc.).
2. Clean and sanitize the ice bin for efficient operation. Use only Manitowoc approved Ice Machine Cleaner (part number 94-0546-3) and Sanitizer (part number 94-0565-3).

* It is a violation of Federal Law to use these solutions in a manner inconsistent with

their labeling.

3. Clean around and beneath the bin. Remove any lime scale or other mineral deposits and remove any algae or slime.
4. Clean the bin drain of any sort of build-up (scale, slime, etc.).
5. Clean the water dump valve of any sort of build-up.

EQUIPMENT SCHEDULE ITEMS

DEPARTMENT OF WATER'S **OLD OFFICE** BUILDING

Item No.		Description	Manufacturer	Model No.
A-1	1 EA	Condensing Unit (Computer Room)	Fujitsu	AOU24CL1
				Serial No. 002174
A-2	1 EA	Air Handling Unit (Computer Room)	Fujitsu	

EQUIPMENT SCHEDULE ITEMS

DEPARTMENT OF WATER'S MICROBIOLOGY BUILDING

Item No.		Description	Manufacturer	Model No.
B-1	1 EA	Condensing Unit	Carrier	38AUZA07A0A5A0A0A1
B-2	1 EA	Air Handling Unit	Carrier	40RUAA07A2A3-0A1A0
B-3	1 EA	Condensing Unit (2 nd Floor)	Carrier	38AUZA12A0A5A0A0A1
B-4	1 EA	Air Handling Unit (2 nd Floor)	Carrier	40RUAA12A2A3-0A1A0
B-5	1 EA	Air Handling Unit (Computer Room)	Fujitsu	ASU24RLB
B-6	1 EA	Air Condensing Unit (Computer Room)	Fujitsu	AOU24RLB
B-7	1 EA	Water Fountain	Sunroc Corp.	HCWC8
			Stainless Steel	
B-8	1 EA	Ice Machine	Hoshizaki	KML-250MAH
B-9	1 EA	Ice Bin Storage Unit	Hoshizaki	B-250

EQUIPMENT SCHEDULE ITEMS

DEPARTMENT OF WATER'S OPERATIONS BUILDING

Item No.		Description	Manufacturer	Model No.
C-1	1 EA	Condensing Unit (OPS Office)	Trane	4TTR4030L1
C-2	1 EA	Air Handling Unit (OPS Office)	Trane	TAM4A0A30521SDA
C-3	1 EA	Split AC Unit (Outside/Lunch Room)	Mitsubishi	MSY-GE24NA / MUY-GE24NA
C-4	1 EA	Split AC Unit (Outside/Electricians' Room)	Mitsubishi	MS-A09WA / MU-A09WA
C-5	1 EA	Condensing Units (SCADA Room / OPS Office)	Carrier	24AHA436A300 / 38HDC018341
C-6	1 EA	Fan Coil Units (SCADA Room)	Carrier	FX4DNF037
C-7	1 EA	Fan Coil Units (OPS Office)	Carrier	FB4ANF018
C-8	1 EA	Water Fountain	Elkay	EZFSTL8 1F
C-9	1 EA	Water Fountain	Elkay	EZFSTL8 1F
C-10	1 EA	Ice Machine	Manitowoc	IY-0454A-161
C-11	1 EA	Ice Bin Storage Unit	Manitowoc	B-400-115

EQUIPMENT SCHEDULE ITEMS

DEPARTMENT OF WATER'S NEW OFFICE BUILDING

Item No.		Description	Manufacturer	Model No.
D-1	1 EA	Fan Coil Units (101 Conference)	Daikin	FXZQ09M7VJU
D-2	1 EA	Fan Coil Units (103 Library)	Daikin	FXZQ07M7VJU
D-3	1 EA	Fan Coil Units (114 Hall)	Daikin	FXZQ07M7VJU
D-4	1 EA	Fan Coil Units (112 CE-VI)	Daikin	FXZQ07M7VJU
D-5	1 EA	Fan Coil Units (113 Chief WR&P)	Daikin	FXZQ07M7VJU
D-6	1 EA	Fan Coil Units (111 WR&P)	Daikin	FXZQ07M7VJU
D-7	1 EA	Fan Coil Units (116 Meeting)	Daikin	FXZQ07M7VJU
D-8	1 EA	Fan Coil Units (120 Eng & Const Mgmt)	Daikin	FXZQ07M7VJU
D-9	1 EA	Fan Coil Units (117 Chief of Engineering)	Daikin	FXZQ07M7VJU
D-10	1 EA	Fan Coil Units (118 CE-VI)	Daikin	FXZQ07M7VJU
D-11	1 EA	Fan Coil Units (119 Const Mgmt Officer)	Daikin	FXZQ07M7VJU
D-12	3 EA	Fan Coil Units (125 Fiscal)	Daikin	FXZQ07M7VJU
D-13	1 EA	Fan Coil Units (125 Fiscal)	Daikin	FXZQ09M7VJU
D-14	1 EA	Fan Coil Units (130 Payroll Acct)	Daikin	FXZQ07M7VJU
D-15	1 EA	Fan Coil Units (128 Mail/Copy)	Daikin	FXAQ07PVJU
D-16	1 EA	Fan Coil Units (127 HR/Safety Officer)	Daikin	FXZQ07M7VJU
D-17	1 EA	Fan Coil Units (126 CFO)	Daikin	FXZQ07M7VJU
D-18	1 EA	Fan Coil Units (209 Wellness)	Daikin	FXZQ07M7VJU
D-19	2 EA	Fan Coil Units (200 Hall)	Daikin	FXZQ07M7VJU
D-20	1 EA	Fan Coil Units (210 Lunchroom)	Daikin	FXZQ07M7VJU
D-21	1 EA	Fan Coil Units (212 Women Lounge)	Daikin	FXZQ07M7VJU
D-22	2 EA	Fan Coil Units (216 Boardroom)	Daikin	FXZQ12M7VJU
D-23	1 EA	Fan Coil Units (206 Legal)	Daikin	FXZQ07M7VJU
D-24	1 EA	Fan Coil Units (208 Board Sec)	Daikin	FXZQ07M7VJU
D-25	1 EA	Fan Coil Units (204 PR Spec)	Daikin	FXZQ07M7VJU
D-26	2 EA	Fan Coil Units (201 Administration)	Daikin	FXZQ09M7VJU
D-27	1 EA	Fan Coil Units (203 Chief Eng'r)	Daikin	FXZQ07M7VJU
D-28	1 EA	Fan Coil Units (202 Deputy Eng'r)	Daikin	FXZQ07M7VJU
D-29	1 EA	Fan Coil Units (122 Telecomm Rm)	Daikin	FXAQ24PVJU
D-30	1 EA	Fan Coil Units (122 Telecom Rm)	Daikin	FXAQ09PVJU
D-31	1 EA	Fan Coil Units (214 IT Server)	Daikin	FXFQ36PVJU
D-32	1 EA	Fan Coil Units (214 IT Server)	Daikin	FXFQ36PVJU
D-33	1 EA	Fan Coil Units (215 IT Workspace)	Daikin	FXZQ09M7VJU
D-34	1 EA	Outside Air Unit (1 st Fl OA)	Daikin	FXMQ96M7VJU
D-35	1 EA	Outside Air Unit (2 nd Fl OA)	Daikin	FXMQ72M7VJU
D-36	1 EA	Condensing Units (ACCU-1 108 Mech Yard)	Daikin	RXYQ144PBTJ
D-37	1 EA	Condensing Units (ACCU-2 108 Mech	Daikin	RXYQ96PBTJ

Item No.		Description	Manufacturer	Model No.
		Yard)		
D-38	1 EA	Condensing Units (ACCU-3 108 Mech Yard)	Daikin	RXYQ96PBTJ
D-39	1 EA	Condensing Units (ACCU-4 108 Mech Yard)	Daikin	RXYQ168PBTJ
D-40	1 EA	Water Fountain (1 st Floor)	Elkay	VRCTLSC8SC
D-41	1 EA	Water Fountain (2 nd Floor)	Elkay	VRCTLSC8SC



SERVICE MAINTENANCE REPORT

DATE: _____

SHEET NO. _____

1. Name of Facility and Location: _____

2. Submitted by: _____
3. Date of Service Call: _____
4. Name of Person(s) Making Call: _____
5. Time In, Time Out at Site: _____
6. Person(s) Contacted: _____
7. Nature of Service Call – (Routine Maintenance or Emergency – Explain): _____

8. Equipment Readings and Maintenance Performed: _____

(List all items serviced, identify - 8a, 8b, 8c, ... etc.)

Date: _____

Acknowledgment: _____

Department of Water
County of Kauaʻi

Service Technician: _____



EXHIBIT B INSURANCE REQUIREMENTS

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 and limits, including endorsements, described herein 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 herein, as well as the Board'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.

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage(s) of Insurance Service Office (ISO) policies, forms, and endorsements.

A. General Conditions

Waiver of Subrogation. Contractor shall agree by entering into a contract with the Board to provide a Waiver of Subrogation for the Commercial General Liability, Automobile Liability, and Workers Compensation policies. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Subrogation in favor of the Board. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Additional Insured. Contractor shall agree to endorse the **Board of Water Supply, County of Kaua'i as an Additional Insured** with a CG026 Additional Insured – Designated Person or Organization endorsement, a copy of the applicable policy language, or similar endorsement to all required insurance policy(ies), except for Workers Compensation and Professional Liability.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Board. At the discretion of the Board, the Board may require Contractor to reduce or eliminate any such deductibles or self-insured retentions as respects the Board, or require Contractor to provide a financial guarantee (audited financial statement or bond) satisfactory to the Board guaranteeing payment of any losses and related investigations, claim administration, or defense expenses. Any deductibles or self-insured retentions are the sole responsibility of Contractor and its subcontractor(s) if any. The Board reserves the right to deduct from the final payment to Contractor any unsatisfied deductibles or self-insured retentions which would result in a lien against the project.

When any deductibles or self-insured retention exceeds \$50,000, the Board reserves the right, but not the obligation, to request and review a copy of Contractor's most recent annual report or audited financial statement.

Contractor must declare any exception to the requirements of this provision as a question to the solicitation prior to submission of their offer, and must declare their ability to provide a bond or other satisfactory guarantee in lieu of any deductibles or self-insured retention. The Board will make a determination as to any exception(s) via an addendum to the solicitation prior to final submission of offers.

Contractor's Responsibility. The Contractor is responsible for paying any portion of any loss not covered because of the operation of any deductible, co-insurance clause or self-insured retention applicable to the insurance required herein. If the Board is damaged by the failure of the Contractor to maintain insurance as required in this paragraph, then the Contractor shall bear all reasonable costs properly attributable to that failure.

Primary and Non-contributory. All policies required of the Contractor will be endorsed as primary and any insurance or self-insurance program maintained by the Board shall be non-contributory.

Certificate of Insurance. Concurrent with the execution of the contract, Contractor shall provide the Board a certificate of insurance completed by a duly authorized representative of their insurer certifying that the liability coverage(s) is written on an occurrence form. Immediately upon becoming aware that its insurance will be cancelled, non-renewed, or materially changed, Contractor will notify Board by providing written notice.

The Certificate Holder address shall read:

Board of Water Supply, County of Kaua'i
4398 Pua Loke Street
Līhu'e, HI 96766
Attention: Ryan Smith
Contract No. TBD
Project Title: RFQ#AIR 2024-2025, Maintenance and Service For Various Air Conditioning Units

Concurrent with the execution the contract the Contractor shall furnish the Board with original certificates and endorsements effecting required coverage(s). The Board reserves the right to require complete copies of all required insurance policies, including the policy declarations and endorsements affecting the coverage at any time.

Failure to secure and maintain the required insurance shall be considered as a material breach of the contract. Should the Board be forced to expend funds that would have been covered under the specified insurance, Contractor shall reimburse Board for such funds. In the event the Board determines, in its sole and absolute discretion, that it is necessary to purchase the coverages herein required of the Contractor, and which the Contractor has failed to secure, the Contractor shall reimburse the Board for the expenditure of such funds.

Right to Revise or Reject. Board reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or

changes in the scope of work or specifications affecting the applicability of coverage. Additionally, the Board reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

B. Minimum Insurance Coverage Requirements

Unless otherwise approved by the Director of Finance, the policy or policies of insurance maintained by the Contractor shall provide the following minimum limit(s) and coverage(s) as specified herein and be placed with an insurance carrier authorized to do business in the State of Hawai‘i and rated A-VII by A.M. Best:

Commercial General Liability. The Contractor shall procure and maintain Commercial General Liability, with dedicated required limits, as set forth herein, written on occurrence form providing:

Designated premises basis OR Per Project basis

(Per Project Basis. The Commercial General Liability policy aggregate limits shall apply to both the general and products/completed operations limits. The term “project basis” should not be construed to mean the Board is requiring the Contractor to purchase a separate project specific general liability and products completed operations policy for the project.)

The coverages shall include the following:

- Premises Operations
- Independent Contractors
- Products and Completed Operations
- Broad Form Property Damage including completed operations
- Blanket Contractual Liability
- Personal Injury
- Employees named as Additional Insured
- Severability of Interest
- Explosion, Collapse and Underground Property Damage

The minimum limits of liability may be satisfied by providing either:

<p>Bodily Injury and Property Damage Combined Single Limit:</p> <ul style="list-style-type: none"> • \$2,000,000 per occurrence • \$2,000,000 annual aggregate 	<p>OR</p>	<p>Personal Injury:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 annual aggregate <p style="text-align: center;">AND</p> <p>Products and Completed Operations:</p> <ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 annual aggregate
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Contractor must provide evidence that the Board is an Additional Insured for Products/Completed Operations coverage for both ongoing operations and after substantial completion of the work. ISO Form CG 20 10 04 13 and ISO Form CG 20 39 12 19, or equivalent forms are required from the Contractor. Coverage provided by a non-equivalent CGL form shall be specifically endorsed providing both the course of construction and products/completed operations. ISO Form CG 20 10 04 13 and ISO Form CG 20 39 12 19, or equivalent forms are required from the Contractor. The Contractor and subcontractor(s), if any, shall provide evidence to the Board on an annual basis the products/completed operation coverage is in effect for **two (2)** years after substantial completion of the project.

Business Automobile Liability. The Contractor shall procure and maintain Business Automobile Liability written on occurrence form for all Owned, Non-owned, and Hired automobiles. If the Contractor does not own automobiles, Contractor shall agree to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability. Coverage shall be for automobile contractual liability, uninsured and underinsured motorist coverage, basic no-fault, and personal injury protection, as required by Hawai‘i law with the following limits:

Bodily Injury

\$1,000,000 per person
\$1,000,000 per occurrence

Property Damage

\$1,000,000 per accident

Workers’ Compensation and Employer’s Liability. The Contractor shall procure and maintain at all times during the term of the contract the following insurance liability coverage: Workers’ Compensation, Temporary Disability Insurance (TDI), and similar insurance that is required by the State of Hawai‘i or federal laws. Self-insurance is permitted subject to submission of a copy of the appropriate governmental authorization and qualification by the Contractor and subcontractor(s).

The minimum limits of liability to be maintained are as follows:

Coverage A: State of Hawai‘i Workers’ Compensation Law:
Statutory Limits

Coverage B: Employer’s Liability:

Bodily Injury from each accident	\$1,000,000
Bodily Injury from disease	\$1,000,000
Bodily Injury from disease aggregate	\$1,000,000

- Builder's Risk.** The Contractor shall procure and maintain an Inland Marine Builder's Risk policy providing coverage to protect the interests of the Board, Contractor, sub-contractors, architects, and engineers, including property in transit and property on off-premises, which shall become part of the building, or Project. Coverage shall be written on an **All Risk, Replacement Cost, and Completed Value Form** basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the Board and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the Board. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Board's interest in the building ceases, or the building is accepted or insured by the Board.

The Contractor shall name the Board of Water Supply, County of Kaua'i as a loss payee on the Builder's Risk policy.

- Installation Floater.** The Contractor shall procure and maintain an Installation Floater policy providing coverage to protect the interests of the Board, Contractor, sub-contractor(s), architects, and engineers, including property in transit and property on or off-premises, which shall become part of the project.

Coverage shall be written on an All Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum, unless an agreed amount is otherwise stated between the Board and the Contractor. The policy shall insure all work, labor, and materials furnished by the Contractor and the Contractor's subcontractors against loss occasioned by fire, lighting, windstorm, theft, vandalism, malicious mischief, flood, earthquake, and collapse.

The amount of coverage for the perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage of at least 25% of the full replacement cost.

The policy shall also include coverage for debris removal and reasonable compensation for architect's and engineer's services and expenses required as a result of an insured loss. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part,

or put to its intended use, or partially accepted by the Board. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the Board's interest in the building ceases, or the building is accepted or insured by the Board.

The Contractor shall name the Board of Water Supply, County of Kaua'i as a loss payee on the Installation Floater policy.

Professional Liability (Errors and Omissions). The Contractor and its subcontractors shall procure and maintain Professional Liability Insurance (Errors and Omissions Insurance) that covers all such activities under the contract. Such insurance shall have these minimum limits and coverage(s):

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

For policies written on a "Claims-Made" basis, Contractor warrants the retroactive date equals or precedes the effective date of the contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the contract, Contractor shall agree to purchase Supplement Extended Reporting Period (SERP) with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

Pollution Legal Liability. The Contractor shall procure and maintain Pollution Liability or similar Environmental Impairment Liability at a minimum limit not less than:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

The policy shall provide coverage for damages against, but not limited to, third-party liability, clean-up, corrective action including assessment, remediation and defense costs.

Contractor's Pollution Liability. Contractor shall procure and maintain pollution liability insurance when the Scope of Work involves removal, abatement, encapsulation or other treatment, disposal or remediation of asbestos or other hazardous materials or an exposure to pollutants or impairment of the environment. The policy shall provide coverage for third party liability, clean-up, and corrective action including assessment remediation and defense costs. The policy may be written on either an occurrence form or claims made. The minimum limits of liability shall be:

\$1,000,000 per occurrence
\$2,000,000 annual aggregate

- Crime Insurance or Commercial Fidelity Bond.** Contractor shall procure and maintain Commercial Crime Insurance or Fidelity Bond providing Employee Dishonesty on a blanket basis covering all of the Contractor’s employees with a minimum amount of insurance at least equal to the amount of the contract. The policy shall be endorsed to cover “Third-Party Liability” including a third-party beneficiary clause in favor of the Board. The policy shall include a minimum twelve (12) month “Discovery Period” whenwritten on a Loss Sustained basis.

- Property.** The Tenant or Lessee, shall agree to maintain property insurance including flood and windstorm written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including betterments and improvements made by the Tenant or Lessee, located on the premises. Contractor shall agree to be fully responsible for any deductible or self-insured retention, and to provide this coverage on primary basis.

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits requiredabove under an Umbrella or Excess Liability policy with \$1,000,000 per occurrence and \$2,000,000 aggregate. If Contractor is using its Umbrella or Excess Liability Insurance policy to satisfy the minimum requirements, Contractor shall agree to endorse the Board of Water Supply, County of Kaua’i as “Additional Insured” on the Umbrella or Excess Liability policy, or shall confirm in writing that its Umbrella or Excess Liability policy “follows form.”

END OF EXHIBIT B