

ADDENDUM NO. 1

COUNTY OF KAUAI
DEPARTMENT OF WATER

PLANS, PROPOSAL, SPECIFICATIONS
CONTRACT AND BOND
FOR

**PROFESSIONAL SERVICES
SOLICITATION NO. 2027-PROF-ENG-1
KAPA'A HOMESTEADS WELL NO. 4 DRILL AND TEST
KAUAI, HAWAII**

NOTICE TO PROSPECTIVE PROPOSERS

This addendum is hereby made a part of the PLANS, PROPOSAL, SPECIFICATIONS, CONTRACT AND BOND for the subject project and it shall amend the said contract documents in the following respects:

QUESTION NO. 1

May I please request the Drawings, Specs, Special Provisions for construction project? Provide approval to construct letter if readily available.

Answer: Please see attached files.

End of Addendum No. 1

Please submit questions for this solicitation at www.publicpurchase.com.



Joseph "Joe" E. Tait
Manager and Chief Engineer
Chief Procurement Officer
October 22, 2026

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM NO. 1

Receipt Acknowledged:

Organization

Received by

Date

Title

(PLEASE SIGN AND RETURN ACKNOWLEDGEMENT)

REQUEST FOR PROPOSAL
DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4

WAILUA – KAPA'A WATER SYSTEM

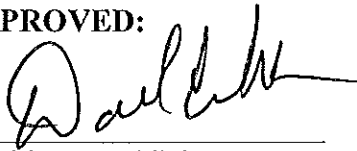
KAPA'A, KAUA'I, HAWAII

AUGUST 2012

WATER PLAN 2020 #WK-39

**Department of Water,
County of Kaua'i**

APPROVED:



David R. Craddick, P.E.
Manager and Chief Engineer

AUG - 3 2012

Date



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INTRODUCTION

Thank you for your interest in submitting a proposal for this solicitation. The Department of Water, County of Kaua'i (DOW) herein solicits proposals for construction services for the WATER PLAN 2020 #WK-39, DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4, (hereinafter referred to as "PROJECT"), also, to furnish all materials, labor, tools, equipment, and appurtenances required to drill and develop a well as specified on the plans and specifications. The work is located at the existing Ornellas tank site, at the intersection of Kawaihau Road and Kaapuni Road. All work shall be in place complete and in accordance with the plans and specifications. |

CONTRACTORS LICENSE: All prospective proposers must be currently licensed by the 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 submit a proposal 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, and the "A" and "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. No proposal will be received from any unlicensed Proposer.

If a building permit is required for the project, the successful Proposer (hereafter referred to as the "Contractor") shall be responsible for securing the building permit and pay all related fees.

Proposals will be evaluated according to the selection criteria established in Section 4 of this Request For Proposals (RFP) and award a firm fixed price contract for the construction of this project. The Proposer's price shall include all labor, materials, travel expenses, supplies, equipment, contingencies and applicable taxes required to provide such construction services in accordance with the requirements of this Request for Proposals.

The rationale for this competitive sealed proposal is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified responsive and responsible proposal. In order for the DOW to evaluate your proposal in a timely manner, please follow the instructions presented in each section of this document.



This RFP is organized into five (5) sections and appendices:

SECTION 1 – ADMINISTRATION: Provides proposers with information regarding administrative requirements.

SECTION 2 - SCOPE OF SERVICES: Provides proposers with a description of the construction services to be provided and delineates the DOW and Contractor responsibilities.

SECTION 3 – PROPOSALS: Describes the required format and content for proposers' proposals.

SECTION 4 – EVALUATION: Describes how proposals will be evaluated and lists evaluation categories.

SECTION 5 - AWARD OF CONTRACT: Describes procedures for selection and award of the contract.

APPENDIX A: Sample Contract.

APPENDIX B: General Provisions for Construction Contracts for the Department of Water.

APPENDIX C: Special Provisions.

APPENDIX D: Proposal.

APPENDIX E: Apprenticeship Program.

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

APPENDIX G: Notice of Intent to Propose.

APPENDIX H: Certification of Compliance for Final Payment.

APPENDIX I: (NOT APPLICABLE)

APPENDIX J: (NOT APPLICABLE)

APPENDIX K: (NOT APPLICABLE)

APPENDIX L: Proposal Submission Checklist.

SECTION 1 - ADMINISTRATION

1.1. REQUEST FOR PROPOSALS

This RFP is being conducted as competitive sealed proposals procurement in accordance with the procedures set forth in Section 103D-303, Hawaii Revised Statutes (HRS) and Subchapter, Chapter 122, Subtitle 11 of Title 3 of the Hawai'i Administrative Rules (HAR). The relevant provisions of the HRS and HAR are incorporated herein by reference and made a part of this RFP. Wherever "chief procurement officer" appears in the HRS and HAR, it shall mean the Manager and Chief Engineer of the Department of Water; wherever "head of the purchasing agency" and "procurement officer" appears in the HRS and HAR, both shall mean the Project Manager.

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

Proposals must be signed in ink by the person or persons duly authorized to sign proposals in the space provided for signature on the proposal form. Evidence of the authority of the person(s) signing the bid or proposal document is required to be included with the proposal documents. Failure to comply with this requirement will be cause of rejection of the proposal as being non-responsive.

[This RFP is intended to solicit proposals from qualified contractors to drill and develop Kapa'a Homesteads Well No. 4.]

RFP documents may be examined and obtained at the Department's office at 4398 Pua Loke Street, Lihu'e, Kaua'i. Contract documents may be obtained upon deposit of One Hundred Dollars (\$100.00) for each set in cash, certified check, or cashier's check payable to the Department of Water along with a typed page with the company's name, street address, mailing address, telephone and facsimile numbers.

For inquiries on obtaining the plans and specifications, call the Department of Water at (808) 245-5400 or for other inquiries call the project manager at (808) 245-5459.

The contracts documents may be reviewed at the following locations:

Department of Water Office, Lihu'e, Kaua'i, Hawai'i
Building Industry Digest Plan Room, Honolulu, Hawai'i
General Contractors' Association Plan Room, Honolulu, Hawai'i
Contractor's Association of Kaua'i Office, Lihu'e, Kaua'i, Hawai'i

Published in: Garden Island Newspaper, Bid Service Weekly, Trade Publishing Company, and State Procurement Internet website (<http://hawaii.gov//spo/notices>)

The contract documents may also be downloaded electronically. Please email the Department of Water Information Technical Officer, Jeff Mendez at jmendez@kauaiwater.org for instructions to download the documents required. Proposers who wish to download documents electronically shall be responsible for any and all costs related to printing or reproducing the items as required for proposal submission.

All prospective offerors must be currently licensed by the 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 submit a proposal 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, and the “A” and “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.

Proposer responses will be evaluated and ranked. If satisfactory proposals are received, the DOW may then enter into contractual discussions with the selected Proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates their subsequent evaluation and comparison. In that regard, this RFP:

- Establishes a schedule for the preparation and submission of Proposer responses.
- Provides information essential to making meaningful recommendations and realistic commitments.
- Specifies the desired format and content of written responses.
- Outlines the evaluation and Proposer selection procedures.
- Establishes a performance standard for the Contractor.

The RFP and the selected proposal will be incorporated into the contract resulting from this solicitation.

1.2. INSTRUCTION TO PROPOSERS

1. **SCOPE OF WORK:** This contract consists of furnishing all materials, labor, tools equipment, and appurtenances required to drill and develop a well at the PROJECT site. The PROJECT site is located at the at the existing Ornellas tank site, at the intersection of Kawaihau Road and Kaapuni Road.
2. **LOCATION OF THE PROJECT:** The general location of the installation work is as shown on the contract plans and as described in the preceding paragraph.
3. **PRE-PROPOSAL CONFERENCE:** All potentially interested proposers, subcontractors, and union representatives are invited to attend the pre-proposal conference on SEPTEMBER 6, 2012 at 8:00 AM HST at the Department of Water office.
4. **RESPONSIBILITY OF PROPOSERS TO STUDY SITE:** At the time of proposal due date, the Department of Water shall presume that each proposer has inspected the project site 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 Proposer to receive or examine any form, instrument or document shall in no way relieve that Proposer from any obligation under the RFP or Contract.

Each proposer must form an opinion of the character of the work, and of the materials to be excavated, from an examination of the project site, from studies and inspection of available samples, records and reports, and from any other investigations the proposer may wish to make. Each proposer 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 proposal in sole reliance thereupon. Failure of a Proposer to become completely familiar with the labor and construction conditions under which the work is to be performed will not relieve that Proposer of any



obligations to furnish all materials, equipment and labor necessary to perform on the work set forth in his or her offer and to perform the Contract.

5. **RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:** The existence and location of underground utilities and structures as shown on the plans are from the latest available data 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 6.23 of the General Provisions for Construction Contracts of the Department of Water for additional information.

6. **PROPOSAL FORM:** The attached form of Proposal is furnished only for the guidance of Proposers and is not to be used for actual offer. An official copy of the Proposal on which the offer shall be made will be furnished to the prospective Proposer when plans and specifications are obtained.
7. **POWER AND WATER SUPPLIES:** The Contractor shall make all the necessary arrangements and installation work that may be required for his or her power and water supplies for the installation of the waterlines under this contract. Cost for said power and water supplies shall be included in appropriate unit prices offer and no direct payment will be made therefor.
8. **TAX CLEARANCE:** The Proposer shall be required to submit his or her tax clearance with the proposal. Failure to comply with this provision will be grounds for disqualifying the Proposer. Further, the successful Proposer (Contractor) will be required to submit the current valid tax clearance prior to final payment for this project.
9. **PROPOSAL INSTRUCTIONS:** The Proposer's attention is directed to SECTION 2 – BIDDING/PROPOSAL INSTRUCTIONS of the "GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS OF THE DEPARTMENT OF WATER", dated November 15, 2011, as amended (hereafter "GENERAL PROVISIONS"), in its entirety.
10. **AWARD AND EXECUTION OF CONTRACT:** Proposer's attention is directed to SECTION 3 - AWARD AND EXECUTION OF CONTRACT of the "GENERAL PROVISIONS" in its entirety.
11. **LEGAL RELATIONS AND RESPONSIBILITY:** The Contractor's attention is directed to SECTION 4 - LEGAL RELATIONS AND RESPONSIBILITY of the "GENERAL PROVISIONS" in its entirety.
12. **SCOPE OF CONTRACT:** The Contractor's attention is directed to SECTION 5 - SCOPE OF CONTRACT of the "GENERAL PROVISIONS" in its entirety.
13. **PERFORMANCE OF CONTRACT:** The Contractor's attention is directed to SECTION 6 - PERFORMANCE OF CONTRACT of the "GENERAL PROVISIONS" in its entirety.
14. **PAYMENT:** The Contractor's attention is directed to SECTION 7 - PAYMENT of the "GENERAL PROVISIONS" in its entirety.



15. **REMEDIES:** The Contractor's attention is directed to SECTION 8 - REMEDIES of the "GENERAL PROVISIONS" in its entirety.
16. **TAX CLEARANCE:** The Proposer's attention is directed to Subsection 3.5 – TAX CLEARANCE of the "GENERAL PROVISIONS" in its entirety.
17. **INSURANCE:** The Proposer's attention is directed to Subsection 4.4 – INSURANCE of the "GENERAL PROVISIONS" in its entirety.
18. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND OTHER WATER DISCHARGE PERMITS:** See item 27 below.
19. **RECYCLED PRODUCTS:** Pursuant to the provisions of Section 103D-1005, HRS, as amended, and Subchapters 4, Chapter 124, Subtitle 11, Title 3, Hawai'i Administrative Rules (hereafter HAR), price preference will be given to recycled products.
20. **APPRENTICESHIP PROGRAM PREFERENCE:** 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 bid amount. (Appendix E)
21. **RECIPROCAL PREFERENCES AGAINST OUT-OF-STATE PROPOSERS:** 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 Proposers from those states which apply preferences.
22. **TAX ADJUSTMENT FOR OUT-OF-STATE VENDORS AND TAX EXEMPT PROPOSERS:** Pursuant to the provisions of Section 103-53.5, HRS, where the Proposer 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 "fee proposal criterion", shall be increased by the applicable retail rate of general excise tax and the applicable use tax. The highest rated responsible Proposer who satisfies all of the requirements of these proposal 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 proposal offered and shall not include the amount of the increase.
23. **INCORPORATION BY REFERENCE:** The Proposer hereby agrees that all documents referred to in the Table of Contents are hereby incorporated by reference into this offer.
24. **TIME OF COMPLETION:** It is understood and agreed that the work called for under this project must and shall be completed within one hundred eighty (180) calendar days after written notice to proceed has been given to the successful Proposer to commence work.
25. **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 Project Manager. 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 Project Manager. The



contractor shall contact all other agencies involved with the project prior to the proposal submittal to verify their working hour requirements as well.

26. **NO BLASTING:** No blasting shall be allowed on this project.
27. **PERMITS:** The Contractor shall obtain all necessary permits including road permits from the Department of Public Works prior to the commencement of work within the County of Kaua'i's Right-of-Way and from the State Highways District Engineer for work within the State Highway's Right-of-Way. The Contractor shall pay for all required charges and fees associated with these permits.

The Contractor shall also file an Application for Community Noise Variance with the Department of Health, State of Hawai'i. The Contractor shall pay for all required charges and fees associated with these permits.

The Contractor shall obtain all necessary NPDES permits from the Department of Health, State of Hawai'i and all necessary Department of Army permits and/or Federal permits prior to the commencement of work. The Contractor shall pay for all required charges and fees associated with these permits.

The DOW has not submitted NOI or attained NGPC for hydro-testing purposes and for general construction (formerly known as NPDES Form C) for the project. Should these or additional NPDES permits be required, the Contractor shall prepare the required documents and attain the NPDES permits, as necessary. Notice to proceed will be given to the Contractor prior to attaining any NPDES permits. No time extension will be granted for the Contractor's inability to attain additional NPDES permits and the Contractor shall pay for all required charges and fees associated with additional NPDES permits. All permits will not be paid for directly, but shall be included in the various proposal items of which it is a part.

Reference the "General Provisions for Construction Contracts of the Department of Water", dated November 15, 2011, as amended, for additional information with regards to all permit requirements.

28. **QUALITY CONTROL.** Contractor shall comply with all County and State quality control measures during construction as specified in the general construction notes, as well as other notes specified throughout the contract plans.
29. **PUBLIC CONVENIENCE AND SAFETY:** Contractor shall conduct his or her construction operation with due regard to the convenience and safety of the public at all times. No material or equipment shall be stored where it will interfere with the safe passage of public traffic. The Contractor shall provide, install, and maintain in satisfactory condition, all necessary signs, flares, and other protective facilities and shall take the necessary precautions for the protection of the work and the convenience and safety of the public traffic.
30. **EXPOSING EXISTING UTILITIES:** Contractor shall expose, verify and backfill all existing underground utilities and structures at crossings prior to the excavation and installation of any new water facilities such as waterlines or other piping/conduits. Location of utility lines and appurtenances shown on the plans are from the best information available. The Contractor shall not assume that where no existing utilities are shown, that none exist. No time extension or additional compensation will be granted for existing utilities and appurtenances that were



reasonably foreseeable and are encountered during the construction of the project. The contractor shall provide contingencies in their proposal fee for situations as such.

31. **BURIAL SITES:** In the event any artifacts or human skeletal remains are inadvertently discovered, the Contractor shall suspend work and shall contact the State Department of Land and Natural Resources - Historic Preservation Division at 692-8015.

If an archaeological inventory survey (AIS) and/or archaeological monitoring plan (AMP) has been completed prior to proposal submittal, the contractor shall be aware and comply with the information set forth in these documents and propose accordingly.

The contractor shall include all costs associated with compliance of applicable federal, state and county laws and performing all necessary field reporting by the cultural and archaeological monitors (preconstruction, during construction, and post construction), required soil sifting, and coordination and reporting associated with any and all finds.

32. **RESPONSIBILITY OF PROPOSERS:** Proposer is advised that if awarded a contract under this solicitation, Proposer shall, upon award of the contract, furnish proof of compliance with the requirements of the Hawai'i Administrative Rules 53-122-112:

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

Please refer to the 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.

33. **SUBMISSION OF PROPOSALS:** Before submission of proposals, proposers must read and examine the RFP, Special Provisions, Specifications, General Provisions and all other proposal documents attached hereto and by reference made a part hereof. Submission of proposals shall be deemed a verification of such reading and examination. Proposers must deposit their proposal envelopes at the Department of Water's office located at 4398 Pua Loke Street, Lihu'e, Kaua'i, Hawai'i, prior to the designated date and time specified in the proposal documents. All proposal envelopes must bear the Department of Water's, County of Kaua'i time stamp mark. Envelopes without the said mark or time stamped after the proposal due date time and date specified in the RFP will be rejected. All proposals for the construction of this project shall be enclosed in sealed envelopes as stated in the RFP.

34. **NOTICE OF INTENT TO PROPOSE:** Before any prospective proposer shall be entitled to submit any proposal, the proposer must file with the Manager and Chief Engineer of the Department of Water, a written notice of his or her intention to propose at least ten (10) calendar days prior to the day designated for the proposal due date.



35. **PROPOSAL/BID BOND:** A proposal/bid bond (Proposal Security) for the value of the proposal amount shall accompany the proposal.
36. **RETURN OF PLANS AND RFP BY PROPOSERS:** Should any proposer taking out plans and RFP documents fail to return them intact to the office of the Manager and Chief Engineer within thirty (30) calendar days after the proposal due date, the deposit on the said plans and RFP shall be forfeited to the Board. The sample form of proposal in the RFP is not to be detached from the RFP document.
37. **QUANTITIES:** All proposals will be compared on the basis of quantities of work to be done, as shown in the proposal; the quantities shown in the Unit Price items are estimated, being given as a basis for comparison of offers. The Department of Water reserves the right to increase or decrease the quantities or delete items entirely as may be required during the progress of work.
38. **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 proposal. 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 of Water.
39. **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 this work is considered incidental and that the contractor shall do such work or furnish such materials to be included by the contractor 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.
40. **SUBCONTRACTOR:** Under the term of his or her contract, no subcontractor will be recognized. His or her dealings shall be with the General Contractor, however, each and every subcontractor shall manage and take care of his or her material and waste as part of the work to be performed by him.
41. **LISTING JOINT CONTRACTORS OR SUBCONTRACTORS:**
- A. Offeror shall complete the "Joint Contractors or Subcontractors List". It is the sole responsibility of the offeror to review the requirements of this project and determine the appropriate specialty Contractor's licenses that are required to complete the project. Failure of the offeror to provide the correct names and specialty Contractor's nature of work to be performed may cause the offer to be rejected.
 - B. Offeror agrees the completed listing of joint Contractors or Subcontractors is required for the project and that the offeror, together with the listed joint Contractors and Subcontractors, have all the specialty Contractor's licenses to complete the work.
 - C. 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 proposer 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 proposer ('A' or 'B' general Contractor) to act as a specialty ('C' license) Contractor in any area in which the proposer ('A' or 'B' general Contractor) has no specialty Contractor's license. Although the 'A' and 'B' Contractor may still submit a proposal 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 proposer ('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.

- D. General Engineering ‘A’ Contractors automatically have these ‘C’ specialty contractor’s 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.
- E. General Building ‘B’ Contractors automatically have these ‘C’ specialty contractor’s licenses: C-5, C-6, C-10, C-12, C-24, C-25, C31a, C32a, C42a, and C-42b.
- F. Instructions to complete the Joint Contractors or Subcontractors List:
 - i. Describe the specialty Contractor's nature of work to be performed for this project and provide the complete firm name of the joint Contractor or Subcontractor in the respective columns. If the offeror is a general Contractor and providing the work of the required specialty Contractor, fill in the Offerors (general Contractor's) name and nature of work to be performed for this project.
 - ii. List only one joint Contractor or Subcontractor per required specialty Contractor's classification.
 - iii. For projects with alternate(s), fill out the respective "Joint Contractors or Subcontractors List for the Alternate(s)". Offeror shall describe the specialty Contractor's nature of work to be performed on this project for the respective alternate. Offerors 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 previously listed under base bid or proposal, listing under Alternate(s) is not required.

42. **WAGES AND LABOR REQUIREMENTS:** In addition to the requirements of the following Paragraph 34, pursuant to HRS Section 103-55, each offeror completing the proposal 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.

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.

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 of Water. This is not a representation that labor can be obtained at these rates. It is the responsibility of offerors 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.



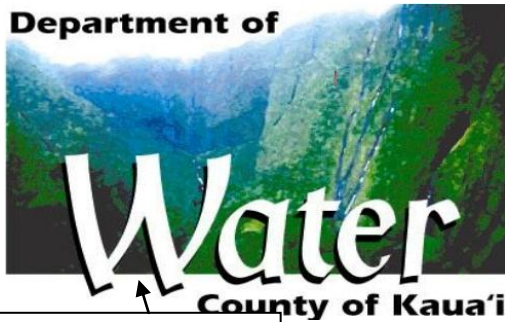
43. **EMPLOYMENT OF STATE RESIDENTS ON CONSTRUCTION PROCUREMENT CONTRACTS:** Bidders are advised of the applicability of Act 68, SB 2840, Employment of State Residents on Construction Procurement Contracts, (2010) (“Act 68”). Act 68 requires the awarded contractor to ensure that Hawai’i Residents (as defined in the Act) compose not less than eighty percent (80%) of the workforce employed to perform the contract. This requirement shall also apply to subcontracts of \$50,000 or more in connection with any construction contract procured under HRS Chapter 103D, but does not apply to procurements made pursuant to HRS §103D-304 (professional services), HRS §103D-305 (small purchases), or if there is a conflict with any federal law. (Appendix F)
44. **SPECIFICATIONS:**
- A. The Water System Standards, 2002 and 2005 Amendments to the 2002 Water System Standards, 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; and Department of Water Supply, County of Hawai’i; for use in the design and construction of the department’s water system facilities, are hereby made a part of the Contract and shall apply in all cases except as called for otherwise in the plans or in the proposal. In case of any conflict between the Standard Specifications and the Special Provisions included herein, the Special Provisions shall take precedence.
- Wherever the words “Board” or “Board of Water Supply” are used in this contract, it shall mean the “Department of Water, County of Kaua’i”, as provided for in the County Charter which became effective January 2, 1969.
- B. Wherever the words “Revised Laws of Hawai’i 1955, as amended” are used in this contract, it shall mean the applicable Section or Chapter as contained within the Hawai’i Revised Statutes. The contractor’s attention is called to the following chapters within the Hawai’i Revised Statutes which affect this contract and the performance thereof:
- (1) Chapter 103, relating to expenditure of public money;
 - (2) Chapter 104, relating to wages and hours of employees on public works;
 - (3) Chapter 376, relating to industrial safety;
 - (4) Chapter 386, relating to workmen’s compensation;
 - (5) Chapter 321, relating to the Health Department;
 - (6) Section 507-17, relating to recovery on bond for material and labor used on public works; and
 - (7) Chapter 378, relating to fair employment practices.
45. **CONTRACT PAYMENT:** The Department will retain five percent (5%) of the amount due under the contract to the Contractor to insure the proper performance of the contract. The monthly estimate as ascertained by the Department of Water, less the retainage and previous payments, will be certified and paid to the Contractor.
46. **AWARD OF CONTRACT:** All offers will be compared on the basis as specified in the proposal. The award, if made, will be to the highest rated responsive and responsible offeror. No offeror may withdraw his or her proposal for a period of ninety (90) days after the date set for the proposal due date.



Bond for Faithful Performance: Unless the policy board determines otherwise by rules, upon the execution of the contract, the successful offeror must execute and deliver a bond to the Department in an amount equal to one hundred percent (100%) of the Contract amount or of the cost of the work as previously estimated by the Department, whichever is higher.

47. **PROJECT SIGN: A project sign is required for this project.**

36" x 22" Logo furnished
by DOW



36" x 22" Logo furnished
by DOW

Bookman Old Style
"Italicize"

A WATER PLAN 2020
PROJECT

Monotype Corsiva

Building a reliable water system for The

***DRILL AND DEVELOP
KAPA'A HOMESTEADS WELL NO. 4
WAILUA-KAPA'A WATER SYSTEM***

WATER PLAN 2020 #WK-39
DEPARTMENT OF WATER

Bookman Old Style

The sign shall
have a white
background



48. **DISPOSAL OF SURPLUS EXCAVATED MATERIAL:** The Contractor shall make his or her own arrangements for the disposal of any surplus excavated material and all costs shall be included in the various items in the Proposal.
49. **DISPOSAL OF WELL DRILLING MATERIAL:** The Contractor shall make his or her own arrangements for the disposal of any well drilling material and all costs shall be included in the various items in the Proposal.

1.3 GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS

The General Provisions for Construction Contracts of the Department of Water, dated November 15, 2011 (General Provisions for Construction Contracts) are included in the RFP. A copy is found in APPENDIX "B."

1.4 PROCUREMENT OFFICER AND CONTRACT ADMINISTRATOR

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

The Contract Administrator shall be responsible for contract administration once the contract is awarded and shall be throughout the term of the contract. The Procurement Officer and Contract Administrator are:

Procurement Officer/Contract Administrator:

Dustin Moises, P.E.
Waterworks Project Manager
Civil Engineer
Department of Water, County of Kaua'i
4398 Pua Loke Street
Lihu'e, HI 96766
Phone Number: 808-245-5459
Fax Number: 808-246-8628
Email: dmoises@kauaiwater.org

1.5 PROCUREMENT TIME TABLE

The timetable set out herein below represents the DOW's best estimate of the schedule that will be followed in the RFP process. If an activity of the timetable, such as the "Proposal Due Date" is delayed, the rest of the timetable dates may be adjusted by the same number of days. Proposers will be advised by addendum of any changes to the timetable.

Activity	Scheduled Date
RFP Issued	August 27, 2012
Pre-Proposal Conference	September 6, 2012
Closing Date for Receipt of Questions / Comments	September 11, 2012
Notice of Intent to Propose	September 17, 2012
DOW's Response to Proposer's Questions	September 19, 2012
Proposal Due Date	September 27, 2012*
Selection / Award Notification	October 2012
Contract Execution Period	October - November, 2012
Contract Tentative Notice to Proceed Date (NTP)	December 2012

* Responses must be received by **2:00 PM HST on September 27, 2012**. Any response received after this date and time shall be excluded from consideration.

1.6 PRE-PROPOSAL CONFERENCE

Pursuant to Section 103D-303.5, HRS, and Section 3-122-16.05, HAR, a pre-proposal conference will be held at **8:00 AM HST on September 6, 2012**, at the Kaua'i Department of Water. Potential Proposers, PROPOSERS, subcontractors, and union representatives interested in attending the pre-proposal conference should contact Dustin Moises at (808) 245-5459 or via email at dmoises@kauaiwater.org.

1.7 SUBMISSION OF QUESTIONS / REQUESTS FOR CLARIFICATION

Proposers are encouraged to submit written questions pertaining to the RFP. Questions and requests for clarification must be submitted in writing via facsimile (808-245-5813) or e-mailed to: dmoises@kauaiwater.org, or received by post mail to the Procurement Officer not later than by **2:00 PM HST on September 11, 2012** in order to generate an official answer. All written questions will receive an official written response from the DOW and become addenda to the RFP. The only official position of the DOW is that which is stated in writing and issued in the RFP as 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.

1.8 SOLICITATION REVIEW

Proposers 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 facsimile, e-mailed, or post mailed and should be received by the Procurement Officer not later than by **2:00 PM HST on September 11, 2012**. This will allow issuance of any necessary amendments to the RFP. It will also assist in preventing the opening of proposals upon which award may not be made due to a defective solicitation package.

1.9 SUBSTITUTE MATERIALS

Proposers contemplating submission of cost proposal based on substitute materials must obtain written permission from the DOW. Lists of substitute materials together with qualifying data shall be submitted for approval no later than by **2:00 PM HST on September 11, 2012**. Requests for approval of substitute materials shall be in accordance with the General Provisions for Construction Contracts and shall be submitted to the Department of Water, County of Kaua'i, 4398 Pua Loke Street, Lihu'e, Hawai'i, 96766.

1.10 RFP AMENDMENTS

The DOW reserves the right to amend the RFP at any time prior to the ending date for proposal review and/or evaluations.

1.11 CANCELLATION OF RFP

The RFP may be canceled at any time if such a cancellation is determined to be in the best interest of the DOW.

The issuance of this RFP and the receipt of information in response to this RFP **shall not in any way cause the DOW to incur any liability or obligation to Proposers, financial or otherwise.** The DOW assumes no obligation to reimburse or in any way compensate Proposers for expenses incurred in connection with their response to this RFP or any proposal that Proposers may elect to submit.

The DOW may accept or reject the proposal of any Proposer. The DOW may choose not to accept any proposals from any Proposers. The DOW shall under no circumstances, have any responsibility for any cost or expenses of any Proposer in preparing and submitting its proposal.

The DOW is seeking specific and concise responses to the information requested in this document. All responses must be brief and should not include extensive marketing materials. Responses must not refer to other documents, and should be contained in a single file. Proposers must comply with the timeline and delivery requirements.

1.12 DEBRIEFING

Any non-selected Proposer may request a debriefing to be informed of the DOW's selection decision and contract award. A request for a debriefing must be made by the non-selected Proposer in writing within three (3) working days after the posting of the award. Any and all requests for debriefing shall be submitted in writing to the DOW's procurement officer as follows:

Dustin Moises, P.E.
Department of Water, County of Kaua'i
4398 Pua Loke Street
Lihu'e, Hawai'i 96766

1.13 PROTESTS

Any protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Any protests of an award or proposed award by a non-selected proposer following a debriefing shall be filed in writing with the procurement officer within five (5) working days after the date upon which the debriefing is completed. In the event that no debriefing request has been received by DOW, any protests of an award or proposed award by a non-selected proposer shall be submitted in writing within five (5) working days after posting of award. 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 DOW's procurement officer as follows:

Dustin Moises, P.E.
Department of Water, County of Kaua'i
4398 Pua Loke Street
Lihu'e, Hawai'i 96766



1.14 EXCEPTIONS AND REQUESTS TO AMEND RFP

- A. Any exception to the scope of work contained in the RFP and subsequent requests from a Proposer to amend the requirements of the RFP as they relate to the scope of work, shall only be considered prior to the proposal due date and as follows:
1. If a Proposer takes exception to any requirement of the RFP as it relates to the scope of work and desires to amend the requirement, the Proposer shall identify in writing, the RFP Section being addressed by the exception and subsequent amendment and provide justification for the request.
 2. Exception(s) shall be submitted by the proposal due date specified in Section 1.5, Procurement Timetable, or as amended.
 3. Written exceptions and subsequent requests to amend the RFP shall be reviewed by the DOW. Any changes to the RFP shall be made through the issuance of a written Addendum to the RFP at least five (5) working days prior to the proposal due date.
 4. Any exception taken to any requirement of the RFP that was not submitted by the date and time specified shall be considered as a condition to the Proposer's proposal, which may negatively affect the evaluation of the Proposer's proposal or result in the disqualification of that proposal.
- B. Proposers shall not submit their organization's terms and conditions, standard contracts, or other agreements. General references to such items or attempts at complete substitution for such items may result in the disqualification of the Proposer's proposal.

SECTION 2 - SCOPE OF SERVICES

2.1 INTRODUCTION

The DOW is a semi-autonomous department of the County of Kaua'i that oversees the management and daily operations of the County's municipal water system. It is charged with ensuring a safe and dependable water supply for Kaua'i's residents and businesses.

2.2 CONTRACT PERIOD

All work under this contract shall be completed no later than one hundred eighty (180) calendar days from the DOW's Notice to Proceed date.

2.3 SCOPE OF SERVICES

The successful Proposer (hereafter referred to as the "Contractor") shall furnish and install materials, labor, tools, equipment, and appurtenances required to drill and develop a well at the PROJECT site. The PROJECT site is located at the existing Ornellas tank site, at the intersection of Kawaihau Road and Kaapuni Road. All work shall be in accordance with the provisions in this RFP including the Special Provisions attached hereto as APPENDIX "C", on time and on budget.

Notwithstanding the details presented in the RFP, it is the responsibility of the Proposer to verify the completeness of the Special Provisions, design/construction plans, and overall construction of the project to meet the intent of the RFP. The Proposer, even if not specifically mentioned herein, shall provide any additional construction modifications required after installation, without claim for additional payment.

2.4 INTENT OF THE SPECIFICATIONS

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

2.5 IMPLEMENTATION

The Contractor will be required to:

- A. 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 RFP.
- B. Provide all documentation, including all warranties and certification documents on the construction materials being used.

2.6 WARRANTY

The Contractor shall pass on to the DOW the benefit of any warranties or guarantees of all manufacturers, suppliers, and subcontractor providing labor and/or materials in connection with the construction. The Contractor shall be liable to the DOW for ensuring warranty recovery for any defects, failures or



deficiencies in the performance of any such manufacturer, supplier or subcontractors or damages arising out of said performance, to the extent of any warranties or guarantees provided. See section 8.7 of the General Provisions for Construction Contracts of the Department of Water for additional warranty requirements.

2.7 WAGES

The Contractor shall pay prevailing wage rates as required by law for all personnel assigned to this contract. Contractor shall include all labor costs in the proposal. Proposers shall include all taxes and fees in the pricing proposal.

2.8 INSURANCE AND INDEMNIFICATION

The Contractor shall procure or cause to be procured and maintained, at no cost to the DOW, during the life of this contract and any extensions thereof, or until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, insurance to cover the operations under this contract and as required under this RFP, and all other insurance that may be required under the laws, ordinances or regulations of any governmental authority.

The Contractor shall defend, indemnify, and hold harmless the Board of Water Supply, the County and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits and demands therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this Contract.

2.9 DAMAGES FOR DELAY

The time required for completion of all work shall be not later than one hundred eighty (180) calendar days from the DOW's Notice to Proceed date. In the event of non-completion of the work within the specified time, Liquidated damages will be assessed. If the payments due the Contractor are less than the amount of such liquidated damages, the Contractor shall pay the difference to the DOW.

Upon failure to have all work completed within the period of time specified, the Contractor shall forfeit and pay, or cause to be paid to the Department of Water for and as liquidated damages to be deducted from any payment due or to become due to the Contractor the sum of one thousand dollars (\$1,000.00) per day for each and every day thereafter that the said work remains in an unfinished condition. The Contract Administrator is authorized to extend the deadline if the delay is due to factors beyond the Contractor's control.

2.10 MISCELLANEOUS REQUIREMENTS

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.

SECTION 3 - PROPOSALS

3.1 INTRODUCTION

One of the objectives of this Request for Proposal (RFP) is to make proposal preparation easy and efficient, while giving Proposers ample opportunity to highlight their proposal's advantages. When a Proposer submits a proposal, it shall be considered a complete plan for accomplishing the requirements described in this RFP.

3.2 PROPOSAL PREPARATION

Proposers shall prepare a written proposal in accordance with requirements of this Section and provide the proposal to the DOW.

Proposers shall submit all data and information specified/requested in this Section to qualify its proposal for evaluation and consideration for award. Noncompliance shall be deemed sufficient cause for disqualification of the proposal without further notice.

3.3 DISQUALIFICATION OF PROPOSALS

The DOW reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in the RFP and which demonstrate an understanding of the scope of services. Any proposal offering any other set of terms and conditions contradictory to those included in the RFP, except as provided in Section 1.10 shall be disqualified without further notice. The DOW reserves the right to ask for clarification of any item in the proposal.

A Proposer will be disqualified and its proposal automatically rejected for any one (1) or more of the following reasons:

- Notice of Intent to Propose not submitted as specified.
- Proof of collusion among Proposers, in which case all proposals involved in the collusive action shall be rejected.
- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in this RFP.
- Proof of exclusion from participation in federal health care programs, as defined in the Social Security Act (section 1128 and 1128A), and other federal laws and regulations relating to health care.

3.4 SUBMISSION OF PROPOSALS

The Procurement Officer must receive one (1) original and three (3) copies of the proposal no later than **2:00 PM Hawai'i Standard Time on September 27, 2012**, the Proposal Due Date identified in paragraph 1.5 of Section 1. **Proposals received after this time/date shall be rejected.** The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY." Mail or deliver proposals to the following address:

Department of Water, County of Kaua'i
Attention: Dustin Moises, P.E.
4398 Pua Loke Street
Lihu'e, Hawai'i 96766

The outside cover of the package containing the proposal should be noticeably marked:

Proposal Submitted in Response to: **WATER PLAN 2020 #WK-39, DRILL AND DEVELOP
KAPA'A HOMESTEADS WELL NO. 4.**

No electronic or facsimile submittals shall be accepted.

3.5 PUBLIC INSPECTION

Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more DOW officials. A register of proposals and the Proposers actual proposals shall be open to public inspection after the Contract award has been posted on the DOW Procurement website at www.kauaiwater.org/contractawards

Proposers shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. To facilitate the release of the information requested, the DOW is prepared to sign a Non-Disclosure Agreement if necessary however, the DOW cannot guarantee that designated data will be kept confidential. The proposals 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 Proposer bears the burden of establishing that the designated data is exempted from the disclosure requirements set forth in Chapter 92F.

It is the Proposer's responsibility to inform the DOW of its desire to execute a Non-Disclosure Agreement and to provide the necessary documents to the DOW in a timely fashion.

All proposals and other material submitted by Proposers become the property of the DOW may be returned only at the DOW's option.

3.6 RESPONSES

For ease of reference, Proposers should submit responses to the specifications as they appear below and in the order that they appear below. The proposal package must include the following information and documents, in addition to that required by the Instruction to Proposers:

3.6.1 PROPOSAL TRANSMITTAL COVER LETTER

The proposal transmittal cover letter must be on the Proposer's official business letterhead and signed by an individual authorized to legally bind the Proposer. If the Proposer is a corporation, the cover letter must be signed by an authorized officer of the corporation and affixed with the corporate seal or notarized.

If the corporate seal is not readily available, the notary public must so indicate on the acknowledgement. Additionally, if the Proposer is a corporation, all signatures must be accompanied by a corporate resolution of the Board of Directors, dated within the last six (6) months, authorizing the person(s) to sign Contracts. If the Proposer is a limited liability corporation, all signatures must be accompanied by resolution by the Managers or Members, dated within the last six (6) months, authorizing the person(s) to sign Contracts.

3.6.2 BACKGROUND, QUALIFICATIONS, AND EXPERIENCE

Provide details on Proposer's background, qualifications, and experience relative to performing requirements set forth in this RFP including but not limited to:

- (1) Identify principal business. Identify the principal business of the Proposer and date when the Proposer began to provide the construction services described in this RFP.
- (2) Structure and organization. Describe the business structure and organization of Proposer, including disclosing whether the Proposer is a subsidiary or affiliate of another company or entity or whether the Proposer or any subsidiary, parent, affiliate, or related entity is directly or indirectly owned or controlled (in whole or in part) by any general contractor, professional engineering/architectural firm, or any other contractor or consultant related to or performing work in connection with this project.
- (3) Pending transactions. Describe any pending or proposed transactions or agreements to merge, sell, expand, downsize, consolidate, streamline, or modernize the Proposer's entity or company.
- (4) Pending litigation. Describe any pending litigation against or by the Proposer. Provide details and an opinion of legal counsel that the pending litigation will not impair the Proposer's ability to perform the construction services required under this RFP.
- (5) Litigation involving construction projects. Describe any litigation or formal complaint(s); including mechanics liens filed against or by the Proposer resulting from or attributable to its current or past involvement with any construction projects. Failure to properly make this disclosure may result in the rejection of all or any part of the Proposer's proposal or termination of any contract or agreement entered into pursuant to this RFP process.
- (6) Complaints filed against Proposer. Describe any formal complaint filed against the Proposer's entity or company with the State of Hawai'i Department of Commerce and Consumer Affairs, the State of Hawai'i Department of Labor and Industrial Relations or with any other state or federal



agency. Failure to properly make this disclosure regarding the existence of such complaints may result in the rejection of all or any part of the Proposer's proposal or termination of any contract or agreement entered into pursuant to this RFP process.

- (7) Bankruptcy actions. Provide information relating to the filing of: (a) bankruptcy actions, (b) debtor proceedings, (c) case or proceeding, voluntary or involuntary, by or against the Proposer, as debtor, under any provision of the federal bankruptcy code, (d) any case or proceeding, voluntary or involuntary, by or against the Proposer, under any state statute governing any debtor or creditor rights, seeking to have an order or decree rendered against the Proposer directing any readjustment, arrangement, composition, or reduction of the Proposer's debts, liabilities, or obligations, or making any assignment for the benefit of creditors, or any similar actions (collectively the "Bankruptcy Actions"). For purposes of this subparagraph, the "Proposer" shall mean and include the Proposer and any subsidiary, parent, or affiliate of the Proposer, and any member of the Proposer's management team that will be assigned to this project.
- (8) Proposer background. Provide the following information about the Proposer:
- a. Name and address. Name and address of Proposer. Name of official representative who will coordinate all activities related to the RFP, including email address(es), telephone and FAX number(s). Addresses of any local office(s) or the proposed locations of the local office(s).
 - b. Formation date. Date that the Proposer was established.
 - c. Audited financial statements. Provide a copy of the Proposer's audited financial statements/financial reports for the last THREE (3) years (total gross revenues and after tax total income, assets/receivables, liabilities, stock holders equity, etc.). Such financial statements will be held confidential to the extent allowed under Chapter 92F, Hawai'i Revised Statutes.
 - d. Legal capacity to perform. Provide documentation (including a legal opinion from a properly licensed attorney) assuring the DOW that the Proposer is legally capable and authorized to perform, complete, and provide all of the construction services and work described in this RFP, including, without limitation, all work required under any agreements between the Proposer and the DOW executed pursuant to this RFP.
- (9) Proposer's past experience. Provide the following information related to previous and current contracts under which the Proposer or its employees performed or has performed construction services similar to the work described in this RFP:
- a. Brief history of past projects. Provide a brief history of the Proposer's current and past experience in providing the construction services described in this RFP, for projects comparable to this project.
 - b. Supporting organization. Describe the Proposer's organization, including what type of construction services that the Proposer provided and how the Proposer provided such services for construction projects comparable to this project.
 - c. Proposer's capacity. Describe the construction of other construction projects that the Proposer is currently working on or involved with. The DOW requires a full disclosure of the Proposer's present projects and work in order to properly evaluate the Proposer's proposal,



given the Proposer's existing contractual obligations, whether the Proposer may or may not have any difficulty providing the required construction described in this RFP for this project.

- d. Prior clients. List FIVE (5) clients that may be contacted by the DOW for whom the Proposer has provided construction services, preferably water line projects similar to the construction services described in this RFP within the last FIFTEEN (15) years. For each project, identify and describe the following:
- (1) Type of construction project,
 - (2) Project cost;
 - (3) Contract beginning and end dates;
 - (4) Level of involvement and the type of construction services provided by the Proposer;
 - (5) Any unique project challenges/complexities and how the Proposer addressed/resolved them; and
 - (6) The name, address, telephone number (including cell phone number), fax number, and email address of the project manager or person with similar authority who was employed by the client or entity for whom the Proposer performed these similar construction services. By submitting a proposal in response to this RFP, the Proposer will be granting permission for the DOW to contact any of the references identified in the Proposer's proposal for additional information.
- e. Termination of prior contracts. Identify and describe any contracts or agreements involving the Proposer (whether or not involving major construction projects) that have been terminated prior to the full performance or completion of the services required thereunder or the expiration of the term identified in the contract or agreement, including, without limitation:
- (1) The parties to the contract or agreement,
 - (2) The type and value of the project involved;
 - (3) The Proposer's role in or the type of services provided by the Proposer under the contract or agreement;
 - (4) The start and termination dates;
 - (5) Project milestones achieved by the project and the Proposer;
 - (6) Why the prior contract or agreement was terminated;
 - (7) The circumstances surrounding or affecting the Proposer's performance under the prior contract or agreement;
 - (8) The Proposer's role or contribution to the termination of the prior contract or agreement; and
 - (9) The names, addresses, telephone numbers (including cell phone numbers), fax numbers, and email addresses of the project manager or person with similar authority who was employed by the client or entity for whom the Proposer performed these GC services under such prior contract or agreement.
- f. Prior contracts with the DOW, or any other State of Hawai'i entities. Identify and describe any contracts or agreements with the DOW, or any other State of Hawai'i entities under which the Proposer provided construction services similar to that described in this RFP, including, without limitation:
- (1) The parties to the contract or agreement,

- (2) The type and value of the project involved,
 - (3) The Proposer's role in or the type of services provided by the Proposer under the contract or agreement for each project,
 - (4) The start and termination dates,
 - (5) Project milestones achieved by the project and the Proposer,
 - (6) If the prior contract or agreement was terminated,
 - (7) The reasons why the contract or agreement was terminated,
 - (8) Circumstances surrounding or affecting the Proposer's performance under the prior contract or agreement,
 - (9) The Proposer's role or contribution to the termination of the prior contract or agreement, and
 - (10) The names, addresses, telephone numbers (including cell phone numbers), fax numbers, and email addresses of the contacts for the DOW, and any State of Hawai'i entities under such prior contracts or agreements.
- g. Liquidated Damages. Identify and describe any contracts or agreements where the proposer incurred liquidated damages for not completing the contract scope of work within the allotted contract time.

3.6.3 PROPOSER'S PERSONNEL

The Proposer shall provide the following information regarding the Proposer's personnel:

- a. Organizational chart. Attach an organizational chart of the Proposer, including, without limitation, a narrative overview of the Proposer's organization, a description of the lines of authority (both generally and for this project), and the background, business experience, and resumes of the Proposer's principal owners and chief and senior executives.
- b. Assigned personnel. Identify and describe the experience of the team of the Proposer's personnel who will be dedicated or assigned to this project, including those who will be conducting day-to-day business with the DOW. The Proposer should at least provide the following with respect to the Proposer's assigned personnel: names, addresses, telephone, cell, and fax numbers, email addresses, a description of their relevant backgrounds, a copy of their resumes, and a description of the responsibilities and duties each will be assuming or performing in relation to this project. Substitution of key team members will require prior approval of the DOW.
- c. Self-performed work. Identify and describe all work to be self-performed by the proposer in conjunction with this project and identify all licenses associated with the required work.

3.6.4 PROPOSER'S SUBCONTRACTORS

The Proposer shall provide the following information regarding the Proposer's subcontractors:

- a. Identify subcontractors. If a Proposer plans or intends to utilize the services of subcontractors, the Proposer shall identify each person or firm to be engaged by the Proposer

as a subcontractor, or in any other capacity to perform work in connection with this project (collectively the "Subcontractors"). Provide valid copies of their licenses to do the work.

- b. Describe services to be provided and responsibilities to be assumed. Describe in detail the services that each individual Subcontractor will be providing.
- c. Background and experience. Identify and describe the background and experience of each of the Subcontractors in relation to the responsibilities each of the Subcontractors will be assuming in connection with this project. The Proposer shall require each of the Subcontractors to identify the personnel who will be dedicated or assigned to this project, including those who will be conducting day-to-day business with the Proposer and the DOW. The Proposer shall require each of the Subcontractors to provide at least the following with respect to the Subcontractors' assigned personnel: names, addresses, telephone, cell, and fax numbers, email addresses, a description of their backgrounds, a copy of their resumes, and a description of the responsibilities and duties each will be assuming or performing in relation to this project.

3.6.5 PROPOSED METHODS OF AND TIME FOR PERFORMANCE.

The Proposer shall provide the following information regarding the Proposer's methods of and time for performance:

- a. Describe methods of and time for performance. Provide a detailed well drilling construction plan the contractor intends to use to implement the project as specified in Appendix C. Describe in detail how the Proposer plans to provide the construction services described in this RFP, including, without limitation, the concept, approach, and methods that the Proposer plans to use in providing the construction services described in this RFP on time and within budget. Provide preliminary overall project schedule showing construction duration through project completion. Include the equipment to be used for construction and safety during construction. Provide details with regards to any possible delays during the project and contingencies for these delays. Special emphasis's should be on the packed hole assembly showing drawings, drift monitoring, casing handling, well grouting, testing of the well, all materials going in the hole, packing the upper part of the hole if required and contingencies such as fishing for items lost down hole, lost circulation and drift correction.
- b. Describe anticipated assistance needed. Describe in detail what assistance the Proposer expects from the DOW in the areas of day-to-day administration, including the degree and frequency of such anticipated assistance.

3.6.6 FINANCIAL CAPABILITY AND RESOURCES.

The Proposer shall provide the following information regarding the Proposer's financial capability and resources:

- a. Financial capability. Describe the financial capability and capital and operating resources available to the Proposer in providing the construction services described in this RFP for this project. Provide bonding capacity.



- b. Financial references. Identify and provide references from banks, lenders, and debt and equity financing sources (collectively the "Financial references"). For each of the Financial references, describe the construction projects for which the Proposer sought financing. Provide the following information for each of these Financial references:
- (1) Names, addresses, telephone, cell, and fax numbers, and email addresses,
 - (2) A description of the extent and nature of the relationship between the Financial references and the Proposer,
 - (3) The amount, type, and terms of the financing provided by each of the Financial references for the Proposer's involvement in the development or construction of projects, and
 - (4) A description of the organization, including background information, audited financial statements, and experience with projects similar to this project.
- c. Recent financings. Summaries of any recent financings to provide operating or other capital to enable the Proposer to provide or continue to provide construction services for projects similar to this project, including, without limitation, descriptions of the type and nature of the project for which financing was sought, the financing source, and the amounts, terms, and current status.

3.6.7 CONSTRUCTION SERVICES PROPOSAL FEE

Proposers shall complete and submit with its proposal, the Proposal form found in APPENDIX "D".

3.7 BOOKS AND RECORDS: DOW'S RIGHT TO AUDIT

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 DOW 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.

3.8 PROPOSAL SECURITY

Proposal security shall be required when the price proposed is \$50,000 or more and shall be in an amount equal to at least five percent (5%) of the total amount as stated in the proposal.

If a Proposer fails to accompany its offer with the proposal security, the offer shall be deemed non-responsive.

If a proposal does not comply with the security requirements of this section, the proposal shall be rejected as non-responsive, unless the failure to comply is determined by the DOW to be non-substantial where:

- a. Only one (1) proposal is received, and there is not sufficient time to resolicit the project;



- b. The amount of the proposal security submitted, though less than the amount required by the Request for Proposals, is equal to or greater than the difference in the price stated in the next highest acceptable proposal plus an amount to cover reasonable administrative costs and expenses including the cost of resoliciting the project, resulting from the failure of the bonded Proposer to enter into a contract for the work offer; or
- c. The proposal security becomes inadequate as a result of the correction of a mistake in the proposal or proposal modification, if the Proposer increases the amount of security to required limits within the time specified by the Contracting Officer.

Proposal securities for the three (3) top ranked Proposers shall be retained until execution of a contract and deposit of the proper performance and payment bonds by the Contractor, after which time the proposal securities of the three (3) top ranked Proposers shall be returned. All other proposal securities, other than surety bonds, which have not been forfeited, shall be returned to the Proposers who furnished them after determining the three (3) top ranked Proposers.

3.9 PERFORMANCE BOND

Performance and payment bonds shall be required by the Contractor who is awarded a contract under this RFP (Contractor) when the price of the contract is \$50,000 or more and each shall be in an amount equal to one hundred percent (100%) of the amount of the contract price. The Contractor shall deliver the performance and payment bonds to the DOW at the same time the contract is executed. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's award shall be canceled, the Contractor shall be subject to a claim for all resulting damages, its proposal security enforced, and the Contracting Officer may award the contract to the next highest rated responsive Proposer.

3.10 ACCEPTABLE PROPOSAL SECURITY, CONTRACT PERFORMANCE, AND PAYMENT BONDS

Proposers and the Contractor shall be required to provide, at no cost to the DOW, proposal security and contract performance bonds and payment bonds. Acceptable proposal security, contract performance bond and payment bonds shall be limited to:

- a. Surety bond in the form provided in the General Provisions for Construction Contracts underwritten by a company licensed to issue bonds in the State of Hawai'i;
- b. Legal tender; or
- c. A certificate of deposit; credit union share certificate; or cashier's, treasurer's, teller's, or official check drawn by, or a certified check accepted by a bank, a savings institution, or credit union insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration, and payable at sight or unconditionally assigned to the DOW.

These instruments may be utilized only to a maximum of \$100,000. If the required security amount totals over \$100,000, more than one (1) instrument not exceeding \$100,000 each and issued by different financial institutions shall be accepted.

- d. Bond forms shall be those specified in the General Provisions for Construction Contracts.

- e. Contracts with Federal Funds. In addition to the requirements of this section, whenever a contract is partially or fully funded with federal funds, the amount of the bonds shall be the amount required by the federal agency, and the surety companies shall be those listed in the latest issue of the U. S. Treasury Circular 570.

SECTION 4 - EVALUATIONS

4.1 INTRODUCTION

The procurement process will be a one-step selection process. All proposals will be evaluated on a comprehensive, fair, and impartial basis. A quantitative scoring system will be utilized to maximize the objectivity of the evaluation.

4.2 PROPOSAL EVALUATION COMMITTEE

An evaluation committee will be selected by the DOW to perform all evaluation requirements. The committee will be composed of individuals with knowledge of the requirements identified in the RFP from the DOW. The DOW reserves the right to include outside consultants to assist in the evaluation process; however, such consultants shall be precluded from submitting a proposal in response to this RFP.

4.3 EVALUATION

Each proposal submitted will be reviewed to determine whether or not the minimum qualifications are met. The evaluation committee will score each proposal based on how well it meets the required and desired specifications in this RFP. The DOW intends to award the contract to the qualified Proposer whose proposal receives the highest score, subject to the DOW's budgetary constraints. The DOW may at any time investigate a Proposer's ability to supply the construction work which includes investigation of any and all information submitted for evaluation. The DOW may, in addition to references supplied, request additional information about a company and its experience with previous contracts. Proposers may choose not to submit information in reply to the DOW's requests; however, if failure to submit such information results in the inability to obtain needed facts regarding the Proposer's qualification or ability to perform, the DOW may at its discretion discontinue further consideration of a particular proposal.

The DOW reserves the right to reject any or all proposals at any time prior to selection. Proposers are advised that selection may be made without discussion or any contact concerning the proposal received. Therefore, Proposers shall not assume they will be contacted or afforded an opportunity to qualify, discuss, or revise their technical proposals or their price proposal. However, the DOW reserves the right to clarify certain aspects of proposals or conduct discussions with Proposers.

The DOW may use sources of information not supplied by the Proposer concerning its ability to perform this work. Such sources may include but not be limited to current or past customers of the proposing organization; current or past suppliers; communications and related publications; and articles from other published sources made available to the DOW. However, the DOW is under no obligation to obtain any additional information other than that requested to be submitted with this proposal.

The evaluation committee shall conduct an initial review of each written proposal. The review will determine if the proposal contains all the requirements as outlined in Section 3 of this RFP.

The evaluation categories are assigned a maximum numerical point value, as determined by the DOW, totaling 100 points. Each category has sub-categories that are rated according to the allocated points for that sub-category. The rating system is set up such that the highest points represent the best rating. The Proposer's total score (see **note** below) will be determined by adding the total points of each evaluator for each Proposer, adding the scores from all evaluators for a Proposer, and taking the average score.



Note: In determining the total score, the Proposer's price submittal with the lowest costs will receive the highest available rating allocated to costs. Each proposal that has a higher cost than the lowest will have a lower rating for costs.

4.4 EVALUATION CRITERIA AND VALUE

Written proposals will be evaluated and scored in accordance with the following criteria. The maximum points available are 100 points divided among the following criteria.

Criteria	Weight
Relevant construction services experience	10
Financial and staffing capabilities	10
Strength of Proposer / References	5
Proposers methods and time for performance	10
Fee Proposal	65
TOTAL	100

4.4.1 RELEVANT CONSTRUCTION SERVICES EXPERIENCE

(Maximum 10 points)

- Construction services experience with comparable water projects.
- Experience and depth of the proposed construction team that will be responsible for completing the construction of the project
- Experience with Hawai'i construction projects. The extent and depth of the Proposer's experience and knowledge of Hawai'i unique construction industry that requires compliance with the Hawai'i Water System Standards, including local construction conditions and practices, relationships with local subcontractors, and the costs of comparable development and construction projects in Hawai'i.
- Experience with Hawai'i government construction projects. The extent and depth of the Proposer's experience working with the DOW, and/or any federal, state, or county government entity located in Hawai'i in the construction of projects of comparable complexity and/or scope of work.



- Experience with Hawai'i government procurement practices and processes. The extent and depth of the Proposer's working experience with government procurement practices and processes used in Hawai'i, whether by the federal, state, or county governments in Hawai'i.
- Experience in working with government entities in Hawai'i. The extent and depth of the Proposer's experience in effectively working with federal, state, and/or county governmental entities and officials to timely obtain building permits, certificates of occupancy, and regulatory and other governmental approvals in Hawai'i.
- Experience with government construction projects. The extent and depth of the Proposer's experience working collaboratively with federal, state, and/or county governments here in Hawai'i, preferably the DOW, in the construction of water line projects.
- Proposer shall indicate whether or not any contract in which they were or are the General Contractor incurred liquidated damages for not completing the contract scope of work within the contract time.

4.4.2 FINANCIAL and STAFFING CAPABILITIES.

(Maximum 10 points)

- Financial capability and resources. The financial capability and resources available to the Proposer to provide and fully complete the construction services described in this RFP. A critical part of this evaluation will be a review of the Proposer's financial statements of the past three (3) years, the description of the Proposer's past and present projects and other work, and the financial references required to be submitted under this RFP.
- Staffing capabilities. The qualifications and the extent and depth of the experience of the personnel that will be assigned by the Proposer to perform the construction services described in this RFP. A critical part of this evaluation will be the Proposer's listing of the team to be assigned by the Proposer to perform the construction services including (1) the background information, business experience, and resumes covering the Proposer's personnel, (2) the Proposer's organizational chart, (3) a description of Proposer's lines of authority generally and for this project in particular, and (4) the description of the duties and responsibilities for each of such personnel assigned to perform the construction services for this project described in this RFP. The Proposer should highlight key personnel and their qualifications, including resumes, assigned by the Proposer to this project.

4.4.3 STRENGTH OF PROPOSER / REFERENCES.

(Maximum 5 points)

- I. Proposer's past performance on other DOW projects and projects of similar scope performed for other State of Hawai'i agencies including Proposer's performance in completing projects on time and on budget. The whole team (construction crew including subcontractors) will be considered in the evaluation.

4.4.4 PROPOSERS METHODS AND TIME FOR PERFORMANCE.

(Maximum 10 points)



- II. Proposer's detailed construction methods for completing this project will be evaluated as to relevancy to the project. The methods, time for performance and level of assistance the Proposer requests of DOW will be considered in the evaluation.
- III. Anticipated performance schedule shall show critical paths and be in Gant chart format.

4.4.5 FEE PROPOSAL.

- I. Evaluate the Proposal attached in APPENDIX "D" which includes unit pricing and lump sum line items shall be the total sum cost to furnish and install materials labor, tools equipment, and appurtenances required to drill and develop a well at the PROJECT site. Also to include total overhead, profit & fee, permit fees, GET, insurance and any contingency for anticipated delays such as weather, design conflicts, etc.
 - Formula for calculating points

$$Total\ Score = \left[\frac{lowest\ proposer's\ total\ lump\ sum\ offer}{proposers\ total\ lump\ sum\ offer} \right] \times 65\ Pt.\ Maximum\ Score$$

Note that the Comparative values which include items such as Hawai'i Products, Apprentice programs, and any other comparative value requirements will be used as the total lump sum offer in the calculation above.

4.5 PRIORITY LIST AND DISCUSSIONS

Before conducting discussions, a "priority list" will be generated by the procurement officer or the evaluation committee in accordance with H.A.R. 3-122-53. Discussions will be limited to only "priority-listed offerors" and are held to promote understanding of the DOW's requirements and priority-listed offeror's proposal and facilitate arriving at a contract that will provide the best value to the DOW. Priority-listed offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Any substantial oral clarification of a proposal shall be reduced to writing by the priority-listed offeror. If during discussions, there is a need for any substantial clarification or change in the request for proposals, the request for proposals shall be amended by an addendum to reflect the clarification or change, which shall be distributed only to priority-listed offerors.

The procurement officer shall establish a date and time for the priority-listed offerors to submit their best and final offers. Best and final offers shall be submitted only once. If priority-listed offerors do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer. After best and final offers are received final evaluations will be conducted for an award.

Discussions may be conducted with "priority-listed offerors" but proposals may be accepted without discussions.

4.6 RECOMMENDATION FOR CONTRACT AWARD

The evaluation committee shall prepare a report summarizing proposal evaluation findings/rankings and provide recommendation for award of contract. The award shall be made to the Proposer submitting the



best proposal as determined solely by the Selection Committee. The award recommendation shall be based on the proposal deemed in DOW's best interest, **and not necessarily on lowest cost.**

4.7 MISCELLANEOUS PROVISIONS

The contents, evaluation, and evaluation scoring of any proposal shall only be available for public inspection once an award of the contract has been posted.

The RFP, any addenda issued, and the successful Proposer's proposal shall become a part of the contract. All proposals shall become the property of the DOW.

The DOW reserves the right to determine what is in the best interest of the DOW for purposes of reviewing and evaluating the proposals provided by Proposers in response to the RFP solicitation. The evaluation committee will conduct a comprehensive, fair and impartial evaluation of the proposals received in response to the RFP.

4.8 REMEDIES, ATTORNEY'S FEES, AND COSTS

All remedies provided in this RFP 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 RFP, Contractor shall be responsible for all attorney's 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.

4.9 BINDING EFFECT

The RFP will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

4.10 SEVERABILITY

If any covenant, condition, or provision of this RFP 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.

4.11 PROPOSER STATUS

The Proposer is an independent company and shall have no authority, express, or implied to act for or bind the DOW by virtue of anything contained in this RFP. Nothing contained within the RFP shall be deemed or construed by the DOW or the Contractor or by any third party to create the relationship of a partnership, a joint venture, or an employer/employee.

4.12 VENUE

All RFP documents shall be interpreted according to the laws of the State of Hawai'i.

SECTION 5 - AWARD OF CONTRACT

5.1 AWARD OF CONTRACT

The Evaluation Committee shall make award of the contract to the most responsible and responsive Proposer whose proposal is judged/determined, to be the most advantageous to the DOW, considering all evaluation reviews and results.

5.2 CONTRACT AWARD NOTIFICATION

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

5.3 CONTRACT EXECUTION REQUIREMENTS

5.3.1 AGREEMENT (CONTRACT) DOCUMENT

A contract document entitled, "**WATER PLAN 2020 #WK-39, DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4**" shall be executed by the DOW and the Contractor. This document will serve as the official and legal contractual instrument between both parties. This document will incorporate (by attachments or reference) the RFP, with any and all addendums; General Provisions for Construction Contracts, and Special Conditions, if any; and the Proposer's accepted proposal, with any and all addendums/changes/negotiated agreements, etc.; all of which becomes part and whole of the "contract."

A sample copy of the General Contract is attached hereto as APPENDIX "A." **Do not complete or execute the sample contract.**

5.3.2 GENERAL CONDITIONS

The General Provisions for Construction Contracts of the Department of Water, dated November 15, 2011 as amended (hereafter referred to as the "General Provisions for Construction Contracts") are included in the RFP as APPENDIX "B".

5.3.3 GENERAL EXCISE/USE TAX

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and Chapter 238, HRS, where applicable. Both out-of-state and Hawai'i contractors are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, and where applicable to tangible property imported into the State of Hawai'i for resale, subject to the use tax imposed by Chapter 28, HRS.

5.3.4 CONTRACT EXECUTION

Upon receipt of the "un-executed" contract, the Contractor shall have ten (10) business days to execute and return the contract to the Procurement Officer. Explicit execution instructions will accompany the contract. A copy of the fully executed contract will be provided the Contractor once the contract has been fully executed by all parties.

Award of contract may be withdrawn if the Contractor is unable to meet contract execution requirements.

5.3.5 CONTRACT COMMENCEMENT DATE

Upon completion of 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 DOW 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.

5.3.6 RESPONSIBILITY OF PROPOSERS

Proposers shall be required to furnish proof of compliance with the requirements of § 103D-310(c), HRS, and §3-122-112, HAR, as listed below **with its proposal**:

A. TAX CLEARANCE CERTIFICATES AND LABOR CERTIFICATES

The successful Proposer is advised that if awarded a contract under this solicitation, it shall, upon award of the contract, furnish proof of compliance with the requirements of Hawai'i Administrative Rules §§3-122-112, to wit:

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

To comply with these requirements, successful proposer shall produce the following documents to the Department of Water to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to H.R.S. §103D-323, successful of proposer 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, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2009) 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/a1_1aphalist.htm

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. Facsimile numbers are:

DOTAX:(808) 587-1488
IRS:(808) 539-1573

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

Contractor is 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.

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 H.R.S. §103D-310(c), the successful proposer 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 of Water.

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 <http://hawaii.gov/labor/forms>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the proposer who in turn shall submit it to the Department of Water.

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



B. REQUIREMENT FOR AWARD

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

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, proposer 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 BRED, and therefore not required to submit the certificate. A proposer'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 proposer is a Hawai'i business.

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, proposer shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING go online to <http://www.BusinessRegistrations.com> and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (Monday-Friday, except on State Holidays, 7:45 to 4:30 Hawaiian Standard Time). 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 of Water.

PROPOSERS are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

C. TIMELY SUBMISSION OF ALL CERTIFICATES

The above certificates must be submitted to the Department of Water no later than ten (10) calendar days after the Department has informed the Proposer that the Department intends to issue a notice of award to the Proposer. **If valid certificates are not submitted within the required time period, the successful Proposer understands and agrees that any intended award (even though its offer is otherwise responsive and responsible) shall be cancelled without any liability whatsoever to the Department of Water.** The Department, and not the successful Proposer, shall determine whether all necessary certificates have been timely submitted.

5.4 FINAL PAYMENT REQUIREMENTS

In addition to a tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment (See APPENDIX "H"). A copy of the Form is also available at <http://www.spo.hawaii.gov>. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.



The Contractor shall also be aware of section 8.9 of the General Provisions for Construction Contracts of the Department of Water, dated November 15, 2011 as these items will be withheld during final payment if necessary.

APPENDIX A – SAMPLE CONTRACT

SAMPLE CONTRACT

See General Provisions for Construction Contracts of the Department of Water

APPENDIX B – GENERAL PROVISIONS
GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS
FOR THE DEPARTMENT OF WATER

DATE NOVEMBER 15, 2011, AS AMENDED
(BOUND SEPARATELY)

APPENDIX C – SPECIAL PROVISIONS

SPECIAL PROVISIONS

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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", November 15, 2011 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.
- 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 "HAWAII 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 hard copy 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 hard copy or facsimile shall be submitted as specified in the applicable subsection and shall include the following information:

To : David Craddick, P.E.
Manager & Chief Engineer
Department of Water, County of Kaua'i

Fax Number : 1-808-246-8628

Attention : Mr. Dustin Moises, P.E.

From :

Date :

Subject : (Subject of Facsimile)

WATER PLAN 2020 #WK-39
DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4
KAPA'A, KAUA'I, HAWAII



- 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 two hard copy sets of the as built drawings (**also CADD format**) 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.

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 ten (10) days prior to the proposal due date.

- 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:

**DEPARTMENT OF WATER
WATER PLAN 2020 #WK-39
DRILL AND DEVELOP KAPA’A HOMESTEADS WELL NO. 4
WAILUA-KAPA’A WATER SYSTEM
KAPA’A, KAUA’I, HAWAI’I**

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: Dustin Moises, P.E.
4398 Pua Loke Street
Līhu‘e, Kaua’i, Hawai’i 96766

B. Submittals for Review: Transmit six (6) copies to the Department of Water for review. The Department will retain four (4) sets and return two (2) reviewed sets. 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 two (2) copies 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 three (3) 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 (20) 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 (2) 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 (1) set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit six (6) 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 (1) 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) 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.



SECTION SP-2 – ENVIRONMENTAL POLLUTION CONTROL

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

2.2 GUIDELINES AND CRITERIA:

A. EROSION AND SEDIMENT CONTROL:

1. 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.
2. 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.

B. LANDSCAPE PRESERVATION AND PROTECTION:

1. Construction activities shall be confined to the work areas defined by the plans and specifications. Care shall be exercised to preserve the natural landscape.
2. All scars made on trees by equipment, construction operations, or by removal of limbs larger than one inch in diameter shall be coated as soon as possible with an approved tree wound dressing.
3. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved.

C. DUST CONTROL: Dust which could damage crops or dwellings or cause nuisance to persons shall be abated and control measures shall be performed. The Contractor shall be held liable for any damage resulting from dust originating from his operations.

D. WASTE DISPOSAL:

1. Care shall be exercised to ensure that disposal of wastes from construction operations do not create pollution problems.
2. 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.
3. 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.



4. 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.
 - E. 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.
- 2.3 MEASUREMENT AND PAYMENT: The cost for any pollution control activity specified above or deemed necessary by the Manager will not be measured nor paid for directly but will be considered as incidental to and included in the total sum bid. Disposal of waste materials including drill cuttings, well cleaning, development and pump testing waste waters, etc. as specified in D.4 of this Section shall be measured and paid for at the contract lump sum price for:
- Item No. 3 "Disposal of waste materials including drill cuttings, well cleaning, development and pump testing waste waters, etc."

SECTION SP-3 – SCOPE AND ORDER OF WORK

- 3.1 SCOPE OF WORK: The work covered by these contract documents covers the drilling, casing, and pump testing of a new 12-inch diameter, 550-foot deep drinking water well adjacent to the Ornellas Tank at the junction of Kawaihau and Kaapuni Roads in Kapa'a, Kaua'i. The Owner is the Kaua'i Department of Water (DOW).
- 3.2 ORDER OR WORK: The well's development is highly exploratory and the following order of work has been created to address this.
- A. Mobilize at the well site.
 - B. Begin drilling the 12-inch (minimum) diameter pilot borehole. Before the start of drilling each day, confirm that shallow groundwater in a perched aquifer has or has not been encountered.
 - C. When groundwater is encountered, notify the Manager immediately. Thereafter, depth to water measurements shall be made and recorded each day prior to the start of drilling activities. Drilling shall continue to the depth directed by the Manager.
 - D. Upon completion of the pilot borehole to the depth directed by the Manager, perform a video log of the entire depth of the pilot borehole.
 - E. If directed by the Manager, set up and perform the pilot borehole pump test. Depending on conditions encountered and if directed by the Manager, the pump column shall include an inflatable packer to hydrologically isolate the lower (pumped) aquifer from the upper (perched) aquifer.
 - F. Open the pilot borehole to the full diameter required for the completed well to the depth directed by the Manager.
 - G. Install the solid and louvered casing and fill the annular space with grout as directed by the Manager.
 - H. Install the test pump and develop the well by surging with the test pump.
 - I. When the Manager determines that well development is complete, chlorinate the well and test pump and allow it to remain undisturbed for at least twelve (12) hours prior to the start of the pump test.
 - J. Run the step drawdown and constant rate pump tests.
 - K. Set up and perform the plumbness and alignment tests.
 - L. Install the concrete pedestal and locking cap on the casing.
 - M. Demobilize from the job site.
 - N. File the Well Completion Report - Part 1 with the Hawai'i State Commission on Water Resource Management, including the elevation survey.



SECTION SP-4 – MOBILIZATION AND DEMOBILIZATION

- 4.1 GENERAL: This section covers the requirements for mobilization and demobilization of a well drilling rig and all other equipment, machinery, structures, utilities, and incidentals necessary to do the work covered by this contract.

4.2 DESCRIPTION:

MOBILIZATION: Mobilization shall consist of the transporting, assembling, constructing, installing and making ready for use at the well site all equipment, machinery, structures, utilities and incidentals necessary to do the work covered by this contract.

DEMOBILIZATION: Demobilization shall consist of the dismantling and removing from the project site all of the above-mentioned equipment, machinery, structures, utilities and incidentals not incorporated in or made a necessary part for the completed well and the clean-up of the site to the satisfaction of the Manager.

- 4.3 EXECUTION: The Contractor shall be completely mobilized at the well site and shall begin his drilling operations within thirty (30) calendar days after notification, in writing, to proceed under this contract. The Contractor shall notify the Manager at least forty-eight (48) hours prior to the start of drilling. Any provisions in the Standard Specifications to the contrary are hereby deleted.

When the project is completed, the Contractor shall clean-up the well site and shall be responsible for all grading work required to leave the site in a neat, orderly, and near-original condition to the satisfaction of the Manager. Payment for the clean-up and restoration work will not be paid for separately but shall be included in the contract unit price for Item No. 2, "Demobilization," subject, however, to all provisions specified hereinabove. Also, demobilization shall include planting grass seed or hydromulching all disturbed areas if so ordered by the Manager.

- 4.4 MEASUREMENT: Mobilization and Demobilization shall not be measured directly, but shall be considered as part of the lump sum bid for Item No. 1, "Mobilization" and for Item No. 2, "Demobilization." The maximum total amount that will be paid for Item No. 1, "Mobilization" and for Item No. 2, "Demobilization" shall be as shown in the Bid Form. All additional mobilization or demobilization costs in excess of the maximum amounts specified above shall be included in the appropriate unit prices bid in the Bid Form. The Contractor shall not be entitled to receive any compensation for mobilization or for demobilization in addition to those specified herein and in the Bid Form.

- 4.5 PAYMENT: Mobilization and demobilization will be paid for at the applicable contract unit prices for:

Item No. 1 "Mobilization (Not to Exceed \$50,000),"

Item No. 2 "Demobilization (Not to Exceed \$15,000),"

as the case may be, which prices shall be full compensation for the work specified in this section. Payment of the work under this section of the specifications will be made as follows:



1. The contract lump sum price for Item No. 1, "Mobilization," will be paid when fifty (50) feet of the pilot borehole has been acceptably drilled and, in the Manager's opinion, the Contractor has fully mobilized.
2. The contract lump sum price for Item No. 2, "Demobilization," will be paid after the well has been completed and accepted by the Manager and the project site has been cleaned to the satisfaction of the Manager.

Should the Manager terminate the contract before fifty (50) feet of the well has been acceptably drilled and in the Manager's opinion the Contractor has fully mobilized at the well site, the full amount of the contract unit price for Mobilization shall become due and payable subject, however, to all the provisions specified herein above. The full amount of the contract unit price for Demobilization shall also become due and payable after the above-mentioned termination of the contract, subject however, to all the provisions specified herein above.

SECTION SP-5 – DRILLING THE WELL

5.1 **GENERAL:** This section covers the requirements for drilling the well at the location shown on the plan. As a required attachment to his bid, the Contractor shall submit his well drilling plan. The submittal shall be fully supported with attachments, and shall include detailed information regarding the following:

1. Well drilling schedule.
2. Drilling method(s).
3. Water provisions for drilling operations.
4. Control and disposal of water produced during drilling operations.
5. Methods to ensure plumbness and alignment of the drilled borehole.
6. Methods to provide information to ensure the Manager to select the location for the cement baskets, possibly including video and/or caliper logging.
7. Methods to determine the locations of the casing centralizers.
8. Method to dispose of the test pumping water.
9. Any other waste disposal, including Best Management Practices.
10. National Pollution Discharge Elimination System (NPDES) Permit, if required by DOH. Contractor shall be responsible for processing and obtaining the permit.
11. Other pertinent information.

5.2 **DRILLING REQUIREMENTS:** Initially, drilling a 12-inch (minimum) diameter borehole will be done to a depth of 550-feet or deeper, as directed by the Manager. Depending on results of an open borehole pump test and other information, a determination will be made by the Manager to continue the well's development or seal and abandon the pilot borehole.

During drilling of the pilot borehole, the Contractor shall measure the plumbness of the borehole by TOTCO or other method acceptable to the Manager at intervals of 40-feet or less. Results of such measurements shall be submitted to the Manager during the progress of drilling.

If conditions warrant the well's development and if directed by the Manager, drilling shall open the pilot borehole to the diameter required to provide three (3) inches (minimum) clearance all around the outside diameter of the casing or casing collars, if collars are used.

5.3 **DRILLING METHODS:** All drilling shall be done by cable tool, reverse air rotary, or conventional rotary with air, water, and NSF – 61 approved foam as the circulating medium. If rotary drilling is used, the Contractor shall use a packed hole assembly consisting of stabilizers and large diameter drill collars to maintain the plumbness and alignment of the borehole. The packed hole assembly to be used shall be described in the Contractor's Drilling Plan. If cable tool drilling is used, no downhole blasting shall be allowed. If conventional



rotary drilling is used, the Contractor's plan to contain and dispose of water and cuttings during drilling operations must be included in the drilling plan and have prior approval of the Manager.

- 5.4 MEASUREMENTS, DRILLER'S LOGS, AND SAMPLES: The Manager wishes to gather as much geological and hydrological data as possible and the Contractor shall assist the Manager in obtaining additional samples, making observations, and studying the apparent conditions.

The driller shall maintain a DAILY DRILLING LOG book of his work in a format approved by the Manager. The log book shall be kept current and available at the job site for inspection by the Manager at any time during the work. Copies of the daily drilling log shall be submitted to the Manager on a weekly basis.

The daily drilling log book shall include but not be limited to the recording of the following (with respect to depths and drilling time):

1. Color of drill water return and drill cuttings.
2. Drilling characteristics (hardness and smoothness).
3. Suspected water production zones.
4. Water level changes during the progress of drilling.
5. Water level at the beginning of each work shift.
6. All other information such as the location of lava tubes and cave-ins.
7. All work done including but not limited to reaming, backfilling and concreting.

Representative samples of drill cuttings shall be taken at intervals of 5-feet of depth and at every depth that a change in formation occurs. Samples of drill cuttings shall be obtained by bailing the hole or by screening of the "circulating medium." These samples shall be collected in cloth sample bags with string and sample card (plastic bags, packages, etc. are not acceptable) provided by the Contractor and shall be properly labeled.

The Contractor shall make all water level measurements with an electrical probe marked 0.01 ft. intervals (Solinst Model 101 Water Level Meter or approved equal). The Contractor shall measure all depths to water (DTW) in the well to the nearest 0.01 ft. with reference to the established benchmark (reference elevation) at the well site.

DTW measurements shall be taken immediately after water is encountered in the well, and thereafter at the beginning of each work shift during the drilling work. The DTW measurements shall include date, time, and well depth. The Manager shall be entitled to make additional water level measurements with his own equipment. When ordered and in the manner directed by the Manager, the Contractor shall obtain representative water samples.

- 5.5 BAILING/CLEARING OF WELL: Prior to installing casing, the bore hole shall be cleaned of all drill cuttings, loose rocks, cave-ins, and foreign material using a bailer and bailing the bottom of the well clear of loose material, in the presence of and to the satisfaction of the Manager. The bailer shall have a minimum length of twelve (12) feet, and minimum outside diameter equal to four (4) inches less than the diameter of the drilled hole being bailed or two (2) inches less than the diameter of the casing through which the bailer must pass, as the case may be.



- 5.6 PROTECTION OF THE WORK: During the progress of the work, the Contractor shall provide an adequate cover over the top of the well for public safety and to prevent debris or other objects from entering the well when the crew is not at the well site. The Contractor shall preserve the well in good condition until the Manager has completed all the sampling, testing and measurement; has examined the records; and has accepted the work.
- 5.7 ABANDONED WELL: A well will be considered abandoned if the Contractor does not complete the well to the depth ordered by the Manager or if the Contractor should abandon the well due to loss of tools or for any other cause or if the Manager does not accept the well due to faulty plumbness and alignment. Such an abandoned well shall be sealed by the Contractor, at no cost to the Department, by filling the hole with approved material as directed by the Manager. If casing has been installed, the Contractor, at his own expense, may remove the casing prior to backfilling the abandoned well. Abandoning and sealing of the well shall be in accordance with the requirements set forth in Hawai'i Well Construction & Pump Installation Standards, February 2004. These requirements include a detailed record and description of abandonment and sealing; sand-cement grout; cleaning and preparation for sealing; and sealing.

The Contractor shall show justification for abandoning the well in writing to the Manager for approval prior to drilling another well. No payment will be made for any work on an abandoned well. All partial payments received by the Contractor for work done on a well that has been abandoned shall be refunded to the Department, and the Contractor shall drill another well in the vicinity of the abandoned well at a location directed by the Manager. The cost of moving from the location of the abandoned well to the above-mentioned new site shall be at the Contractor's expense and will not be paid for by the Department.

Upon completion of the work, the Contractor shall leave the site of the abandoned well in a neat and presentable condition, free of all debris and in a state comparable to its original condition as determined by the Manager.

- 5.8 VIDEO LOGGING: The Contractor shall make a color video log of the entire length of the pilot borehole. The video logging equipment used shall have side-scan capability and be capable of producing clear color images of the borehole with depths displayed continuously in feet in the video images. The Contractor is responsible for a clear picture for the full depth of the borehole, either by providing time for material suspended in the water column to settle or by running water in the borehole. Two (2) video records using a CD recording system shall be furnished and delivered to the Manager and shall become the property of the Department.
- 5.9 MEASUREMENT: The depth of the pilot borehole to be paid shall be the actual depth in linear feet measured vertically from the surface of the prepared ground to the bottom of the borehole. The depth of the reamed, full diameter borehole to be paid shall be the actual depth in linear feet measured vertically from the surface of the prepared ground to the bottom of the drill hole.

If directed by the Manager due to the well's insufficient yield, sealing the pilot borehole with cement shall be considered complete when the pilot borehole has been entirely filled with cement in a manner and conforming to the latest version of the Hawai'i Well Construction and Pump Installation Standards and to the satisfaction of the Manager.

- 5.10 PAYMENT: The depth of well acceptably drilled and measured as provided above, will be paid for at the applicable contract unit price per linear foot for:



Item No. 5 "Drilling a 12-inch (minimum) diameter pilot borehole to the depth directed by the Manager."

Item No. 6 "Video logging the entire length of the pilot borehole"

Item No. 8 "Reaming the pilot borehole to the full 19-inch (minimum) borehole diameter required for the completed well"

as the case may be, which price shall be full compensation for drilling; preparing the driller's logs; measuring and recording water levels; obtaining samples of water; protecting and maintaining the well; measuring the depth of well as required; all costs of delays in work due to inclement weather, to lack of equipment, and to equipment breakdowns; and for all equipment, tools, labor and incidentals necessary to complete the work. No payment will be made for an abandoned well as defined in Section 5.7 above.

Sealing the pilot borehole, measured as provided above, will be paid for at the applicable contract price for:

Item No. 17 "If directed by the Manager, seal the pilot borehole with cement in conformance with the requirements of the Hawai'i Well Construction and Pump Installation Standards"

which shall include full compensation for furnishing, placing, and curing the cement in the pilot borehole, including furnishing all labor, materials, tools, and equipment necessary to complete the work.

SECTION SP-6 – FURNISHING AND INSTALLING THE WELL CASING

- 6.1 **GENERAL:** This section covers the requirements for furnishing and installing the solid and louvered steel casing in the well. The casing to be installed in the well under this contract will be furnished at the well site by the Contractor. It shall be installed in the well only when ordered by the Manager and as specified herein. The Manager will specify the total lengths of the solid and louvered casing to be installed after the pilot hole has been drilled and after the pilot hole pump test is completed if such a test is undertaken. Installation shall be made only during normal daylight working hours and in the presence of the Manager.
- 6.2 **CASING SPECIFICATIONS:** The new steel casing conforming to ASTM Designation A-606, Type 4, solid casing shall be an approved equal or better material. The casing shall be manufactured in accordance with applicable sections of ASTM A-139, as may be amended. The louvered casing shall be new, Type 304 Stainless Steel, conforming to applicable of ASTM A409. The casing shall have a minimum inside diameter and a minimum wall thickness as called for in the Bid Form and shall be clean, straight and free from kinks. The individual lengths of casing shall be provided with beveled ends suitable for butt welding if butt welding is used. Collars may be used as an alternative to butt welding as long as the diameter of the borehole provides at least three (3) inches clear all around the outside of the collars. The bottom of the casing string shall be supplied with a steel shoe as shown on the plans.

The openings in the louvered casing shall be machine made with openings perpendicular to the axis of the casing and with the aperture facing downward. The minimum area of openings per linear foot of casing shall be as called for in the Bid Form.

The individual lengths of casing shall be welded in accordance with manufacturer's recommendations. The top of the solid casing string shall extend 2 feet (minimum) above the ground, shall be capped with a welded steel plate and 6-inch coupling, and shall have a poured concrete pedestal as shown on the plans.

- 6.3 **CASING MARKINGS:** Each length of casing shall be marked by the casing manufacturer with the following information:
1. Manufacturer's identification.
 2. Nominal thickness of casing wall.
 3. ASTM Designation and trade name of the steel used for the manufacturer of the casing.

All markings shall be clear and legible and shall be within three (3) feet from one end of each casing.

- 6.4 **CASING CERTIFICATION:** Prior to the delivery of any casing to the project site, the Contractor shall submit for approval the casing manufacturer's certification to the Manager. The certificate shall clearly indicate the total footage and lengths of casing shipped; the name of the customer; and the physical and chemical properties of the casing material. (ASTM Designation and trade name of steel may be used to designate the physical and chemical properties, respectively.)
- 6.5 **CASING INSTALLATION:** The solid and louvered casing shall be installed in the presence of the Manager. The casing shall be properly aligned and welded by certified welders. The Contractor shall submit to DOW proof of welder's certification. The Contractor shall lower and



then suspend the casing string, together with casing shoe, cement baskets, and casing centralizers, to the depth directed by the Manager.

6.6 INSTALLATION OF DOUBLE CEMENT BASKETS: Two (2) commercially made cement baskets, to be approved by the Manager, are to be installed five (5) feet apart at the depth specified by the Manager.

6.7 INSTALLATION OF CASING CENTRALIZERS: The Contractor shall submit to the Manager his recommendation for the locations at which to set casing centralizers on the casing string. Each centralizer shall be of the non-welded type and shall be manufactured for the specific purpose of centralizing the casing in the borehole. The type of centralizer to be used and the depths at which these will set shall be approved by the Manager prior to installation.

6.8 MEASUREMENT: The length of solid and louvered casing to be paid for shall be the number of linear feet of casing measured to the nearest foot acceptably installed in the well. This price shall include the casing shoe, casing centralizers, and double cement baskets.

6.9 PAYMENT: The total footage, measured as provided above, of casing furnished and acceptably installed by the Contractor will be paid for at the contract price per linear foot for:

Item No. 9 "Furnish and install 12-inch ID, 3/8-inch wall thickness, solid well casing conforming to ASTM A-606, Type 4, and appurtenances,"

Item No. 10 "Furnish and install 12-inch ID, 5/16-inch wall thickness, louvered well casing conforming to ASTM A-409, 304 Stainless Steel, and providing a minimum area of 75 square inches of open area per linear foot"

which price shall be full compensation for furnishing and installing the solid and perforated casings; for cleaning and bailing the well prior to casing installation; for unloading, handling, cutting, aligning, welding and setting the casing; for furnishing and installing the casing shoe, casing centralizers, and cement baskets; for capping the top of the casing; for installing the concrete pedestal; and for all labor, equipment, tools, materials and incidentals necessary to complete the work.

SECTION SP-7 – CEMENT GROUTING THE ANNULAR SPACE

- 7.1 **GENERAL:** This section covers the cement-grouting of the annular space between the wall of the drilled hole and the well casing. All work required in this section shall be done during normal daylight working hours and in the presence of the Manager. The Contractor shall notify the Manager not less than forty-eight (48) hours prior to performing any work under this section. The Portland cement shall conform to the requirements of ASTM C150, Type I for grout mix and the water used in mixing cement grout shall be potable. Prior to the installation of grout in the annulus, the Contractor shall install twelve (12) inches of sand, twelve (12) inches of pea gravel, and a one-foot cement plug on the upper cement basket to ensure a complete seal. The sand and gravel shall be installed by tremie pipe charged with water to ensure proper placement of these materials.
- 7.2 **PLACEMENT OF THE CEMENT GROUT IN THE ANNULAR SPACE:** The annular space between the outside of the well casing and the wall of the drilled hole shall be grouted with Portland cement, using a tremie pipe. Free fall of the cement grout into the annular space will not be allowed. The Contractor shall be responsible for grouting the annular space in a manner that will avoid collapse or deformation of the casing, segregation of materials, inclusion of foreign materials, and bridging of the grout. During all grouting operations, the Contractor shall have a pump installed in the well and operating to immediately detect any grout passing the cement basket and into the well.

The grout for filling the annular space shall consist of Portland cement mixed with not more than six (6) gallons of clean potable water per 94-pound sack of cement. If grout losses become excessive as determined by the Manager, a mixture of one (1) part Portland cement, one (1) part rock sand, and not more than six (6) gallons of water per sack of cement may be used. The amount of water to be added shall be subject to the Manager's approval. Drill cuttings or drilling mud shall not be used for any part of the grout material. Special cement-setting accelerators, retardants, or other additives may be used, if necessary. Such additives (with NSF seal of approval) shall meet the requirements of ASTM C494, "Standard Specifications for Chemical Admixtures for Concrete". Sand used for sand-cement grouting of the annular space by tremie pipe shall conform to "concrete sand," 100% passing 3/8-inch screen and 2 to 10% passing No. 200 sieve (ASTM C-33), or "masonry sand," 100% passing No. 4 sieve and 0 to 10% passing No. 200 sieve (ASTM C-144).

Installation of the sand, gravel, and grout plug at the cement basket, grouting of the annular space from the plug to the ground surface shall be done as soon as possible after installation of the casing. In order to ensure successful grouting of the annular space, the grout material shall be installed by pumping or gravity pressure through a 1½-inch diameter tremie pipe. In order to minimize bridging and plugging of the pipe, the grout pipe shall be flushed with potable water before the introduction of the grout slurry.

If necessary, placing the grout in the annular space shall be done in stages with time allowed for the grout to set between stages so as to prevent distortion or collapse of the casing by heat or pressure. After each stage, the grout pipe shall be pulled up a safe distance to avoid any possibility of the grout pipe being accidentally frozen in solid grout.

It is essential that the entire annular space around the casing be completely filled with grout to protect the aquifer from contamination. The Contractor shall be responsible for placing grout



in the annular space in a manner that will not cave-in unstable formations or distort or collapse the casing.

- 7.3 MEASUREMENT AND PAYMENT: Acceptable installation of the cement grout in the annular space will be measured and paid for separately at the contract unit price for:

Item No. 11 "Cement grouting the annular space, including the plug above the cement basket"

which shall include full compensation for furnishing, placing and curing the cement plug; for cement grouting the annular space; for furnishing, mixing, placing and curing the cement grout; and for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified herein and shown on the plans.

SECTION SP-8 – PUMP TESTING THE WELL

- 8.1 GENERAL: Pump testing shall consist of development and test pumping to determine yield, drawdown, recovery, and quality of water at various rates of pumping. A pump test will be conducted after installation of the casing and grouting the annulus. At the Manager's option, a pump test may also be conducted in the open pilot borehole to assist in determining the final depth and potential yield of the well. The sections following describe the required equipment and methods for the pump tests.
- 8.2 PUMP TESTING IN THE (OPEN) PILOT BOREHOLE: Upon completion of the pilot borehole and if directed by the Manager, the Contractor shall provide and install all equipment necessary to run a pump test in the uncased borehole for up to eight (8) hours continuously. The pump shall be capable of delivering a minimum of 200 GPM continuously to the ground surface. A flow meter and valve on the discharge line shall be provided by the Contractor so that performance at various rates of discharge can be determined. A 1-inch (minimum) diameter sounding tube shall also be provided by the Contractor so that drawdown at the various rates of pumping can be measured.

Depending on conditions encountered and if directed by the Manager, an inflatable packer shall be installed on the column pipe at the depth directed to hydrologically isolate an upper, perched aquifer from the lower pumped aquifer. The packer shall have an opening through which measurements of the water level response in the lower, pumped aquifer can be made.

Successful installation, operation, and removal of the test pump in the pilot hole borehole is entirely the responsibility of the Contractor. At his election, the Contractor may install and subsequently remove temporary casing to stabilize the borehole, subject to providing a packer at the appropriate depth, if required by the manager.

8.3 PUMP TESTING IN THE COMPLETED WELL

- 8.3.1 PUMP TEST EQUIPMENT: The Contractor shall furnish and install all necessary equipment and supply the power required to perform the pump tests in the completed well as directed by the Manager. All Contractor-furnished equipment and appurtenances shall be in good operating condition. The pump bowl and sounding tubes will be set to the depths directed by the Manager. The pump shall be capable of delivering up to 700 GPM to the ground surface to develop the well and for subsequent testing. If a submersible pump is used, there shall be no foot valve or column check valve. The test pumping equipment shall be adequately sound proofed so at least ninety-six (96) hours of continuous pump testing can be conducted without stoppage due to noise complaints by affected residents.

The rate of discharge from the well shall be controlled by an appropriate valve and/or engine speed and shall be measured with a water meter to be furnished by the Contractor. The Contractor shall furnish any and all other equipment and materials that may be required to measure the rate of discharge and it shall be the Contractor's responsibility to determine and provide the necessary and proper fittings to connect the water meter. The Contractor shall also provide the necessary facilities and make arrangements for the proper disposal of the pumped water as acceptable to the Manager and in accord with all applicable government regulations. The Contractor shall provide adequate lighting for safe night operation of all the test equipment in the working area.



However, the Contactor shall comply with the no night lighting requirement during the Shearwater season from September 15 to December 15.

Two 1-1/4 inch (min. diam.) sounding tubes shall be securely fastened to the discharge column of the test pump furnished by the Contractor, one for manual measurements of the depth to water using an electric sounder and the other for the installation of a water level recorder.

- 8.3.2 INSTALLATION OF THE TEST PUMP: When a pump test is ordered by the Manager, the Contractor shall clean the well by bailing and swabbing to the satisfaction of the Manager prior to the installation of the test pump. The Contractor shall satisfy himself that the well is adequately prepared for the proper installation and operation of the test pump assembly.
- 8.3.3 DEVELOPMENT AND TEST PUMPING: The complete pump test equipment shall be acceptably installed and tested for proper operation in the presence of the Manager. Development and test pumping shall be scheduled to begin only during daylight hours. The Contractor shall notify the Manager of his readiness to begin at least three (3) days prior to the scheduled pumping.

Initially, development pumping shall be conducted by starting, running, and stopping the pump intermittently at rates up to 700 GPM. This development by surging shall be directed by the Manager. The Contractor shall keep a log of the development pumping. Development pumping will be continued until, in the judgment of the Manager, water pumped from the well is substantially free from sand, stone, drill cuttings, and foreign material and the well's development is complete.

Upon satisfactory completion of the well development and a minimum of twelve (12) hours before the start of the pump test, the Contractor shall chlorinate the well. Chlorination shall be done by the introduction of household bleach in the quantity directed by the Manager. The bleach shall be installed in the test pump column on shutdown of the pump.

Conduct of the pump test shall be prescribed by the Manager during the course of the testing. The pumping shall be started, regulated and stopped as directed by the Manager. The testing shall include measuring the rate of discharge and drawdown at the various pumping rates, the rate of recovery at the end of pumping, and collecting water samples at intervals directed by the Manager. Testing will be conducted during the night, and possibly on Saturdays, Sundays, and National and State holidays. Records will be kept throughout all tests showing the pumping rates, corresponding water levels in the well, temperature of the water being discharged, and time that samples are collected.

During the entire testing period, the Contractor shall have at least one man available at the well site to operate and maintain the test pump and appurtenant equipment, to collect data, and to perform other incidental work required for the pump test. The Contractor shall be responsible for efficient sustained operation of the pumping unit and appurtenances during the tests. The Manager will not pay for any damages to the pumping test equipment for any cause.



- 8.4 **MEASUREMENT:** Setup and performance of the pilot borehole pump test shall be considered complete when the unit has been satisfactorily installed (including the inflatable packer, if necessary), pumping up to eight (8) continuous hours has been performed, and the unit has subsequently been removed from the well.

Installation and removal of the pump test equipment for testing in the completed well shall be considered complete when the well has been developed and pump tested to the satisfaction of the Manager and when the removal has been completed.

Development and pump testing time in the completed well will be the actual number of hours the pump is operated under the direction and to the satisfaction of the Manager measured to the nearest hour. Time lost due to any failure, inability to meet these Special Provisions, or inefficient operation of the pumping equipment or measuring devices will not be measured for payment.

- 8.5 **PAYMENT:** Payment for the pump testing as prescribed in these Special Provisions shall be at the contract prices for:

Item No. 7 "At the Manager's option, set up and perform the pilot borehole pump test"

Item No. 12 "Furnish, install, and subsequently remove the test pump and all related equipment for the initial pump test in the completed well"

Item No. 13 "Development and test pumping in the completed well"

Item No. 16 "Provide, install, and subsequently remove an inflatable packer on the column pipe at the depth directed by the Manager for the pilot borehole pump test"

Item No. 18 "Install and subsequently remove the test pump and related equipment for a second or subsequent pump test, if directed by the Manager"

SECTION SP-9 – PLUMBNESS AND ALIGNMENT TESTING

- 9.1 DESCRIPTION: The well shall be drilled circular and plumb and true to line. In compliance with this requirement, the Contractor shall furnish all labor, tools, and equipment necessary and shall conduct the tests described herein to the satisfaction of the Manager.
- 9.2 REQUIREMENTS FOR PLUMBNESS AND ALIGNMENT TESTING: The testing described in this section shall be done after the casing has been installed, the grout in the annular space has set, and before final acceptance of the well. Plumbness and alignment shall, except as hereinafter modified, be in accordance with the requirements of the latest revision of American Water Works Association Specification A100 "Standard Specifications for Deep Wells". For the plumbness test, the maximum deviation from the vertical shall not be more than one-half the inside diameter of the casing per any 100-feet of depth. A log of the drift at 20-foot intervals shall be made during the plumbness test. If it is evident, either by a series of identical deviations in one direction or by the geometry of the measured deviations, that the line used for the plumbness test contacted the well casing, results of the plumbness test by this method shall be invalidated. The Contractor shall correct the plumbness to meet these specifications without the line contacting the well casing.

The alignment shall be tested by lowering a section of pipe forty (40) feet long or a dummy of the same length to the bottom of the well. The outer diameter of the pipe or dummy rings shall be equivalent to the inside diameter of the well casing, less 1/2 inch. If a dummy is used, it shall consist of a spindle and not less than three (3) rings. The band width of each ring shall be a minimum of twelve (12) inches. The rings shall be truly cylindrical and shall be spaced one at each end of the spindle and one ring at the center thereof. The spindle may be a pipe 8-inch diameter, Schedule 80, or greater or drill collars.

Should the section of pipe or dummy used for the test fail to move freely throughout the length of the cased well, or should the well vary from the vertical in excess of one-half the inside diameter of the well casing per any 100-feet of depth, or the line hit the casing wall during the plumbness test, the well shall be deemed to have failed the plumbness and alignment test. Such a failure of plumbness or alignment shall be corrected by the Contractor, at his own expense, before proceeding further with the work. Should he fail to make the necessary corrections, the Manager will not accept the well and the Contractor will be required to drill an acceptable well at his own expense.

If a dispute as to the accuracy of the plumbness test is raised by either the Contractor or the Manager, the party making the dispute may resolve it by paying for plumbness and alignment retesting using a gyroscopic-type survey instrument subject to its prior approval by the Manager. Results of such retesting shall be deemed final and conclusive.

- 9.3 MEASUREMENT: Plumbness and alignment tests shall be considered complete when the tests have been completed and the well meets the requirements specified in Section 9.2 above.
- 9.4 PAYMENT: Payment for the plumbness and alignment tests shall be at the contract price for:

Item No. 14 "Plumbness and alignment testing in the completed well"



SECTION SP-10 – VIDEO LOGGING

- 10.1 DESCRIPTION: Video logging using a DVD recording system is to be done for the entire length of the pilot borehole. The video logging equipment shall produce a color picture with the camera depth displayed on the recording. The Contractor is responsible to ensure water clarity through the portion of the pilot borehole which penetrates groundwater. Two (2) copies of the video log are to be delivered to the Manager.
- 10.2 MEASUREMENT: Video logging shall be considered complete when two (2) copies with a clear picture through the water column are submitted to the Manager.
- 10.3 PAYMENT: Payment for video logging the entire length of the pilot borehole shall be at the contract price for:

Item No. 6 "Video logging the entire length of the pilot borehole"

SECTION SP-11 – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

11.1 STORM WATER DISCHARGE:

- A. General Description: 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.
- B. Regulations:
- (1) 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 the Kaua'i County Department of Public Works (DPW).
 - (2) The Contractor shall obtain all permits and licenses, 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.
- C. Determination: The Department of Water has determined that this project will require the preparation of a construction site Best Management Practices (BMP) plan under the DOH NPDES regulations because the project affects a total land area that exceeds the minimum disturbance area for exemption from NPDES requirements.
- D. Procedures:
- (1) A Notice of Intent (NOI) for coverage under the NPDES general permit for discharges of storm water associated with construction activities from the project to State waters has not been filed with DOH. The Contractor shall review the project and compile all documents required to submit the application and attain final NGPC for the permit. The necessary information to complete the permit must be filed at least thirty (30) days prior to the start of any construction activities.
 - (2) 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 Department of Water shall approve all modifications or amendments.
 - (3) 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.
 - (4) 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 Notice of General Permit Coverage 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.

- (5) The Contractor shall be responsible for monitoring, collecting samples, and having samples analyzed by a qualified laboratory and submit the analysis report to DOH. All costs shall be borne by the Contractor.
 - (6) If the DOH is not completely satisfied with the Contractor's BMP plan or the discharge quality, the Contractor shall perform corrective work at their own expense.
 - (7) Upon completion of the project, the Contractor shall submit the Notice of Cessation (CWB-NOC) form to the DOH and a copy of the submitted form to the DOW for information only.
- E. Violations: Violation citations for non-compliance shall be the responsibility of the Contractor. The Contractor shall pay all fines and hold harmless the Department of Water.
- F. Payment: Payment for the work described herein shall not be made directly but shall be considered incidental to the various items of the Proposal and no additional compensation shall be made.

11.2 HYDROTESTING EFFLUENT DISCHARGE:

- A. General Provisions: This item of work shall include the furnishing of all labor, materials, tools, and equipment necessary for construction water disposal.
- B. Regulations:
- (1) 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). 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 hydro testing/chlorination operations.
 - (2) The Contractor shall obtain all permits and licenses, 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.
- C. Procedures:
- (1) Notice of Intent (NOI) for coverage under the NPDES general permit for discharges of hydro testing water associated with construction activities from the project to State waters has not been filed with DOH. The Contractor shall review the project and compile all documents required to submit the application and attain final NGPC for the permit. The necessary information to complete the



permit must be filed at least thirty (30) days prior to the start of any construction activities.

- (2) 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 DOW shall approve all modifications or amendments.
 - (3) 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.
 - (4) 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 Notice of General Permit Coverage and all other permits when issued. A copy of all approved permits, when issued, shall be provided to the DOW for information only.
 - (5) The Contractor shall be responsible for monitoring, collecting samples, and having samples analyzed by a qualified laboratory and submit the analysis report to DOH. All costs shall be borne by the Contractor.
 - (6) If the DOH is not completely satisfied with the Contractor's BMP or the discharge quality, the Contractor shall do corrective work at his/her own expense.
- D. Completion of Discharge Activities: At the conclusion of the discharge operations, the Contractor shall furnish the DOW 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.
- E. Violations: Violation citations for non-compliance shall be the responsibility of the Contractor. The Contractor shall pay all fines and hold harmless the Department of Water.
- F. Payment: Payment for the work described herein shall not be made directly but shall be considered incidental to the various items of the Proposal and no additional compensation shall be made.



APPENDIX D – PROPOSAL FORM

Contractor _____

PROPOSAL

For

DEPARTMENT OF WATER, COUNTY OF KAUA'I,

LIHU'E, KAUA'I, HAWAI'I

_____ 2012

Manager and Chief Engineer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Lihu'e, Hawai'i 96766

Dear Sir:

Pursuant to and in compliance with your Invitation for Proposals and other documents relating thereto, the undersigned offeror, having familiarized himself 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, and with the plans and specifications, "General Provisions for Construction Contracts of the Department of Water," "Water System Standards, 2002", Invitation for Proposals, and other contract documents, hereby proposes and agrees to perform, within the time stipulated in the contract, 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 and complete 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:

**WATER PLAN 2020 #WK-39
DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4
WAILUA-KAPA'A WATER SYSTEM
KAPA'A, 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:



PROPOSAL SCHEDULE
DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4
WAILUA-KAPA'A WATER SYSTEM
KAPA'A, KAUA'I, HAWAII
WATER PLAN 2020 #WK-39

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Basic Bid				
1	LS	Mobilization (not to exceed \$50,000)	\$_____	\$_____
2	LS	Demobilization (not to exceed \$15,000)	\$_____	\$_____
3	LS	Disposal of waste materials including drill cuttings, well cleaning, development and pump testing waste waters, including obtaining permits, if required.	\$_____	\$_____
4	LS	Elevation survey and benchmark in conformance of the Well Completion Report – Part I requirements of the State Commission on Water Resource Management.	\$_____	\$_____
5	550 LF	Drilling a 12-inch (minimum) diameter pilot borehole to the depth directed by the Manager.	\$_____	\$_____
6	1 Ea.	Video logging the entire length of the pilot borehole.	\$_____	\$_____
7	1 Ea.	At the Manager's option, set-up and perform the pilot borehole pump test.	\$_____	\$_____
8	550 LF	Reaming the pilot borehole to the full 19-inch (minimum) borehole diameter required for the completed well.	\$_____	\$_____
9	490 LF	Furnish and install 12-inch (ID), 3/8-inch thick solid casing conforming to ASTM A-606, Type 4 and appurtenances.	\$_____	\$_____
10	60 LF	Furnish and install 12-inch (ID), 5/16-inch louvered well casing conforming to ASTM A-409, 304 Stainless Steel, and providing a minimum of 75 square inches of open area per linear foot.	\$_____	\$_____



ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
11	480 LF	Cement grouting the annular space, including the plug above the cement basket.	\$_____	\$_____
12	LS	Furnish, install, and subsequently remove the test pump and all related equipment for the initial pump test in the completed well.	\$_____	\$_____
13	108 Hr.	Develop and test pumping in the completed well.	\$_____	\$_____
14	LS	Plumbness and alignment testing in the completed well.	\$_____	\$_____
15	LS	Prepare and process the Well Completion Report – Part I with the Commission on Water Resource Management.	\$_____	\$_____
16	250 LF	Silt fencing, inclusive of 2” x 4” post, fencing fabric, and all necessary materials, in place complete.	\$_____	\$_____
17	LS	Stabilized construction entrance area with 8-inch thick No. 2 crushed rock on Geotech Filter Fabric, in place complete.	\$_____	\$_____
Total for Basic Bid Items				\$_____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
Additive Items				
18	LS	Provide, install, and subsequently remove an inflatable packer on the column pipe at the depth directed by the Manager for the pilot borehole pump test.	\$_____	\$_____
19	LS	If directed by the Manager, seal the pilot borehole with cement in conformance with the requirements of the Hawaii Well Construction and Pump Installation Standards.	\$_____	\$_____
20	1 Ea.	Install and subsequently remove the test pump and related equipment for a second or subsequent pump test in the completed well, if directed by the Manager.	\$_____	\$_____
Total for Additive Items				\$_____
Total Sum Bid Including Additive Items				\$_____

HAWAI'I PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009, the Hawai'i products preference may be applicable to this project. If available, the Hawai'i product's list may be viewed on the State Procurement Office (SPO) webpage at <http://www.spo.hawaii.gov>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawai'i Products' and select 'Hawai'i Products List'.

Proposer offering a Hawai'i Product (HP) shall identify the HP on the following table. Proposer shall fill in all applicable spaces. The Department of Water shall be the sole judge to verify the approximate quantities noted and if found to be excessive; will make the applicable adjustments to the quantities.

SCHEDULE OF MATERIAL COST

(if Hawai'i preference requested)

HAWAI'I PRODUCT	MANUFACTURER	CLASS	APPROX. QUANTITY	UNIT	TOTAL COST OF MATERIAL
Aggregates and Sand – Basalt, rock, cinder, limestone and coral					
Aggregates – Recycled asphalt and concrete					
Asphalt and paving materials					
Cement and concrete products					
Pre-cast concrete products					
Signs–traffic, regulatory and construction					
Soil amendments, mulch, compost					

Any person desiring a Hawai'i product preference shall have the product(s) certified and qualified if not currently on the Hawai'i Products List, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. The responsibility for certification and qualification shall rest upon the person requesting the preference. Persons desiring to qualify their product(s) not currently on the Hawai'i Product's List shall complete Form SPO-38, *Certification for Hawai'i Product Preference* and submit it to the Procurement Officer no later than seven (7) calendar days prior to proposal due date and provide all additional information required by the Procurement Officer for each product, one (1) form shall be completed and submitted for each product (i.e. Three (3) products should have three (3) separate forms completed). Form SPO-38, is available on the SPO webpage at <http://www.spo.hawaii.gov> under the 'Quicklinks' menu; click on 'Forms for Vendors, Contractors, and Service Providers'.

When a solicitation contains both HP and non-HP, then for the purpose of evaluating "fee proposals" or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the Class I or 15% for the Class II HP items offered, respectively. The overall criteria for evaluating all proposals shall be as outlined in Section 4 of this Request for Proposal. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.



Change in Availability of Hawai'i Product. In the event of any change that materially alters the Offerors ability to supply Hawai'i products, the Offeror shall immediately notify the Procurement Officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

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.

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 a proposal 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.

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 or subcontractors who will be engaged by the Offeror on this project to perform the nature and scope of work indicated 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, and that all other work necessary shall be performed by the Offeror with his or her own employees. If no joint contractor or subcontractor for any subdivision work is listed, it shall be construed that the work shall be performed by the Offeror with his or her own employees.

All Offerors must be sure that they possess and that the subcontractors listed in the proposal 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 his or her 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 Contractor's Licensing Board may cause rejection of the offer submitted.

Note: "A" general engineering contractors and "B" general building contractors are reminded that due to the Hawai'i Supreme Court's January 28, 2002 decision in Okada Trucking Co., Ltd. V. Board of Water Supply, et al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely or as part of a larger project, 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 a proposal 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. If the "A" or "B" contractor does not hold all of the licenses required to complete a particular construction project, that contractor must list subcontractors with the appropriate licenses in its proposal.

The following is a list of the contractor's licenses that may be required to complete this particular project; however, this list is not all inclusive and additional licenses may be required. **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.**



	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		
C-21	Flooring Contractor		
C-22	Glazing and Tinting Contractor		



	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
C-22a	Glass Tinting Contractor		
C-23	Guniting 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		
C-37	Plumbing Contractor		
C-37a	Sewer and Drain Line Contractor		
C-37b	Irrigation and Lawn Sprinkler Systems Contractor		



	Contractor Classification	Name of Joint Contractor or Subcontractor	License Number
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-49	Swimming Pool Contractor		
C-49a	Swimming Pool Service Contractor		
C-49b	Hot Tub and Pool Contractor		
C-51	Tile Contractor		
C-51a	Cultured Marble Contractor		



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

For purpose of evaluating the “fee proposals” criterion described in Section 4 of this Request for Proposal, 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 proposal shall constitute the proposer's official offer. The Department reserves the right to designate the contract amount based on selected proposer'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 one hundred eighty (180) 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 asked in the proposal are only for the purpose of comparing on a uniform basis proposals offered for the work under this contract, and the undersigned agrees that he is satisfied with and will not dispute said estimated quantities as a means of comparing the offers. It is understood and agreed that he 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 undersigned 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 “fee proposals” criterion described in Section 4 of this Request for Proposal, the stated UNIT PRICE alone will be considered as representing the offerors 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.

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 Manager as therein set forth.

It is also understood and agreed that if this offer shall be 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 his or her offer shall operate and the same shall become the property of the Department.



Enclosed herewith is a Bidder's Bond (Proposal 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 2.8 "Bid Security" of the "General Provisions for Construction Contracts of the Department of Water," as amended.

Evidence of the undersigned Offeror having the authority to submit this proposal 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)

_____ Individual _____ Partnership _____ Corporation

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? _____

If corporation, state who will sign contract and his or her title:

Name

Title

Name

Title

If Offeror is a CORPORATION, the legal name of the corporation shall be set forth above, together with the signature(s) of the Officer(s) authorized to sign contracts on behalf of the corporation and the corporate seal affixed thereto. Please attach to this page evidence of the authority of the Officer (s) to sign on behalf of the Corporation.

If Offeror is a PARTNERSHIP, the true name of the firm shall be set forth above, together with the signature(s) of the Partner(s) authorized to sign on behalf of the partnership. Please attach to this page evidence of the authority of the Partner(s) to sign on behalf of the partnership.

If Offeror is an INDIVIDUAL, his or her signature shall be placed above.

If signature is by an agent, other than an Officer of a corporation or a member of a partnership, a POWER OF ATTORNEY must be filed with the Department prior to the proposal due date or submitted with the offer; otherwise, the offer may be rejected as irregular and unauthorized.

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

APPENDIX E- APPRENTICE PROGRAM APPRENTICESHIP PROGRAM

Bidders seeking preference for this bid shall:

1. Be a party to an apprenticeship program registered with the State Department of Labor and Industrial Relations (DLIR) at the time of its bid for each apprenticeable trade the Bidder will employ to construct the public works project for which the bid is made; and
2. For each apprenticeable trade the bidder will employ for this project, submit with its bid fully executed and authorized CERTIFICATION OF BIDDER'S PARTICIPATION IN APPROVED APPRENTICESHIP PROGRAM UNDER ACT 17 (County of Kaua'i Schedule J) 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 (County of Kaua'i Schedule J-I).

APPENDIX F – EMPLOYMENT OF STATE RESIDENTS

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:

- 1) Temporary suspension of work on the project until the Contractor or subcontractor complies with Act 68;
- 2) Withholding of payment on the Contract or subcontract as applicable, until the Contractor or subcontractor complies with Act 68;



- 3) Permanent disqualification of the Contractor or subcontractor from any further work on the project;
- 4) Recovery by the Department of any moneys expended on the Contract or subcontract, as applicable; or
- 5) 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.



APPENDIX G – NOTICE OF INTENT TO PROPOSE

NOTICE OF INTENT TO PROPOSE

DATE

Manager and Chief Engineer
Department of Water
County of Kaua'i
4398 Pua Loke Street
Lihu'e, HI 96766

Dear Sir:

In accordance with the Provisions of Section 103D-310, Hawai'i Revised Statutes, you are hereby notified that it is the intent of the undersigned to offer on **WATER PLAN 2020 #WK-39 DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4, KAPA'A, KAUA'I, HAWAII**, for which proposals will be due on September 27, 2012.

I am informed that this Notice of Intent to Propose must be received by the Manager no later than 4:30 p.m. on September 17, 2012.

VERY TRULY YOURS,

SIGNATURE

PRINT OR TYPE NAME & TITLE OF SIGNER

NAME OF FIRM

CONTRACTORS LICENSE NO.

ADDRESS

CITY, STATE & ZIP CODE

TELEPHONE NO.

Hawai'i State Specialty License
Type and Classification:

Hawai'i State Business
License No.:



All prospective offerors must be currently licensed by the 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 submit a proposal 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, and the "A" and "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.



APPENDIX H –FINAL PAYMENT FORM

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 L – PROPOSAL CHECKLIST

PROPOSAL SUBMISSION CHECKLIST

This checklist is to help Proposers ensure that all required documents are included in its submission. Please check off items submitted for DOW use.

Items Submitted	For DOW Use	
		Notice of Intent to Propose
		Proposal received “on time.”
		One (1) original & three (3) copies of the Proposal. (Section 3.4)
		Proposal transmittal letter. (Section 3.6.1)
		Transmittal letter on Proposer’s official letterhead. (Section 3.6.1)
		Authorized signature. (Section 3.6.1)
		Corporate Seal or Notarized. (Section 3.6.1)
		Background, qualifications, and experience (Section 3.6.2)
		Proposer’s personnel (Section 3.6.3)
		Proposer’s subcontractors (Section 3.6.4)
		Proposed methods of performance (Section 3.6.5)
		Financial capabilities and resources (Section 3.6.6)
		Construction services proposal fee (Section 3.6.7 & App.D)
		Proposal Security (Section 3.8)
		Performance and payment bond (Section 3.9 & 3.10)
		Apprenticeship Program, if applicable (App.E)
		Addendum No. 1
		Addendum No. 2
		Addendum No. 3
		Addendum No. 4
		Addendum No. 5
		Submittal Checklist

***IF SPECIFIC ITEM(S) ARE NOT APPLICABLE, MARK WITH “N/A”
DO NOT LEAVE BLANK.**

DATE: 07/30/12

DATE: 05/24/12
SCALE: 1 = 1
FILE: 2008004-T1 TITLE SHEET

DATE: 05/24/12
SCALE: 1" = 1'
FILE: 2008004-C1 Construction Notes.dwg

PM: Inf
DESIGN: cdk
OPER: cdk
REVISED: ELT

WATER NOTES:

- UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND CONSTRUCTION OF WATER FACILITIES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE "WATER SYSTEM STANDARDS", 2002, AS ADOPTED BY THE DEPARTMENT OF WATER, COUNTY OF KAUAI, INCLUDING ALL SUBSEQUENT AMENDMENTS AND ADDITIONS.
- THE CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE AT LEAST 10 DAYS BEFORE CONSTRUCTION AND SHALL NOTIFY THE DEPARTMENT OF WATER AT LEAST 3 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL SUBMIT THE NAME AND TELEPHONE NUMBER OF ITS AUTHORIZED SUPERINTENDENT ON THE JOB, AND THE NAMES AND TELEPHONE NUMBERS OF AT LEAST THREE (3) PERSONS TO CONTACT IN CASE OF EMERGENCY DURING NON-WORKING HOURS.
- THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT OF WATER AT LEAST 24 HOURS PRIOR TO ANY TRENCHING, PIPE LAYING, BACKFILLING, TESTING OR CHLORINATION TO INSURE THAT INSPECTIONAL SERVICES WILL BE AVAILABLE.
- ALL MATERIALS (PIPE, PIPE LUBRICANTS, PAINTS, SEALANTS, FORM OIL, CONCRETE ADMIXTURES, ETC.) IN DIRECT CONTACT WITH THE POTABLE WATER SHALL HAVE NATIONAL SANITATION FOUNDATION (NSF) APPROVALS. THE CONTRACTOR SHALL SUBMIT THESE APPROVALS TO THE DEPARTMENT OF WATER FOR REVIEW AND APPROVAL PRIOR TO ITS APPLICATION.
- THE LOCATION OF EXISTING WATER MAINS AND APPURTENANCES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS IN THE FIELD. EXCAVATION AROUND ANY EXISTING WATER MAIN SHALL BE DONE BY HAND.
- THE CONTRACTOR SHALL PROVIDE UNOBSTRUCTED ACCESS TO EXISTING FIRE HYDRANTS, VALVES AND WATER METERS AT ALL TIMES.
- THE CONTRACTOR SHALL SECURE ALL EXCAVATIONS IN ACCORDANCE WITH OSHA REGULATIONS.
- THERE SHALL BE NO PHYSICAL CONNECTION BETWEEN A PUBLIC OR PRIVATE POTABLE WATER SYSTEM AND A NON-POTABLE WATER SYSTEM, SEWER, OR APPURTENANCE THERETO WHICH COULD PERMIT THE PASSAGE OF ANY SEWAGE OR POLLUTED WATER INTO THE POTABLE WATER SUPPLY.
- TRENCH EXCAVATION, BACKFILLING IN LIFTS, AND REPAVING SHALL CONFORM TO THE "HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND PUBLIC WORKS CONSTRUCTION, 1994" OR AMENDED.
- WARNING TAPE SHALL BE IN ACCORDANCE WITH DIVISION 200, SECTION 212.08 OF THE "WATER SYSTEM STANDARDS" THE WARNING TAPE SHALL BE FOUR MIL THICK, NON-METALLIC, ACID AND ALKALI RESISTANT POLYETHYLENE AND 6-INCHES WIDE WITH MINIMUM STRENGTH OF 1,750 PSI LENGTHWISE AND 1500 PSI CROSSWISE. TAPE COLOR SHALL BE "SAFETY PRECAUTION BLUE" AND SHALL BEAR A CONTINUOUS PRINTED INSCRIPTION WATER "CAUTION WATER LINE BURIED BELOW". INSCRIPTION SHALL BE 2 INCHES HIGH, BLACK TEXT.
- ALL FIRE HYDRANTS SHALL RECEIVE A MINIMUM SSP3 SP3 SURFACE PREPARATION AND COATED IN ACCORDANCE WITH DIVISION 200, SECTION 206.01 OF THE "WATER SYSTEM STANDARDS".
- THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE DEPARTMENT OF HEALTH PERMITS PRIOR TO THE START OF CONSTRUCTION. PERMITS INCLUDE, BUT ARE NOT LIMITED TO, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITS FOR STORM WATER, HYDROSTATIC TEST, DEWATERING, WELL TESTING AND FOR CONSTRUCTION ACTIVITIES, INCLUDING CLEARING, GRADING AND EXCAVATION, THAT RESULT IN THE DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE OF TOTAL LAND AREA.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF STORM WATER DISCHARGES AND EFFLUENT ASSOCIATED WITH CONSTRUCTION ACTIVITIES INCLUDING HYDROTESTING AND DISINFECTION OPERATIONS, TO SAFEGUARD PUBLIC HEALTH AND SAFETY IN ACCORDANCE WITH APPLICABLE DEPARTMENT OF HEALTH REQUIREMENTS. ALL PERMITS AND LICENSES FOR STORM WATER AND CONSTRUCTION WATER DISPOSAL, INCLUDING ALL APPLICATION, CHARGES, FEES, AND TAXES, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR DEWATERING TRENCH AS NECESSARY WHERE GROUNDWATER IS ENCOUNTERED. ALL ASSOCIATED COSTS FOR DEWATERING SHALL BE BORNE BY THE CONTRACTOR.
- THE USE OF KNOWN SEWER PUMP TRUCKS ARE PROHIBITED DOW PROJECTS FOR ANY USE, INCLUDED BUT NOT LIMITED TO DEWATERING AND TESTING OF NEW FACILITIES.

WATER NOTES:

CHLORINATION OF WATER SYSTEMS

- LIQUID CHLORINE OR CALCIUM HYPOCHLORITE, THAT HAS BEEN TESTED AND CERTIFIED AS MEETING THE SPECIFICATIONS OF ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS – HEALTH EFFECTS, SHALL BE USED FOR THE CHLORINATION OF THE WATER MAINS AND STORAGE TANK.
- ALL MICROBIOLOGICAL TESTS SHALL BE PERFORMED BY A LABORATORY APPROVED BY THE DEPARTMENT OF HEALTH, STATE OF HAWAII.
- THE DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ALL OF THE FOREGOING.

OTHER:

- ALL MATERIALS (PIPE, PIPE LUBRICANTS, PAINTS, SEALANTS, FORM OIL, CONCRETE ADMIXTURES, ETC.) IN DIRECT CONTACT WITH THE POTABLE WATER SHALL HAVE NATIONAL SANITATION FOUNDATIONS (NSF) APPROVALS. THE CONTRACTOR SHALL SUBMIT THESE APPROVALS TO THE DEPT. OF WATER FOR REVIEW AND APPROVAL PRIOR TO ITS APPLICATION.

NOTES FOR GENERAL CONSTRUCTION:

- ALL CONSTRUCTION WORK IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE PUBLICATIONS "HAWAII STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005" AND ITS AMENDMENTS, AND "STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION", 9-84 AND ITS AMENDMENTS. THE STANDARD DETAILS ARE AVAILABLE AT THE COUNTY OF KAUAI CLERKS OFFICE, DATED 9-84.
- NO GRADING BETWEEN 7:00 PM TO 7:00 AM ON ANY GIVEN DAY OR ON SATURDAYS, SUNDAYS, AND HOLIDAYS WITHOUT PERMISSION FROM THE COUNTY ENGINEER.
- CONTRACTOR TO NOTIFY PUBLIC WORKS DEPARTMENT FIVE (5) BUSINESS DAYS PRIOR TO COMMENCING ANY GRADING WORK. WHEN COMPLETED AND READY FOR FINAL INSPECTION, NOTIFY PUBLIC WORKS DEPARTMENT, INSPECTION SECTION.
- CONSTRUCTION PLANS ARE VALID FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL; IF CONSTRUCTION DOES NOT COMMENCE WITHIN THE ONE YEAR TIME FRAME, THEN THE CONSTRUCTION PLANS WILL HAVE TO BE RESUBMITTED TO THE COUNTY AGENCIES FOR REVIEW AND APPROVAL.
- ALL GRADING, GRUBBING AND STOCKPILING WORK SHALL BE PERFORMED IN ACCORDANCE WITH COUNTY OF KAUAI ORDINANCE NO. 808. THE CONTRACTOR SHALL INFORM THE COUNTY ENGINEER OF THE LOCATION OF THE SEDIMENT AND EROSION CONTROL DISPOSAL SITE. THE DISPOSAL SITE MUST ALSO FULFILL THE REQUIREMENTS OF THE SEDIMENT AND EROSION CONTROL.
- THE CONTRACTOR SHALL REMOVE ALL SILT AND DEBRIS RESULTING FROM HIS WORK AND DEPOSITED IN DRAINAGE FACILITIES, ROADWAYS AND OTHER AREAS. THE COSTS INCURRED FOR ANY NECESSARY REMEDIAL ACTION BY THE COUNTY ENGINEER SHALL BE PAYABLE BY THE CONTRACTOR.
- ALL SLOPES AND EXPOSED AREAS SHALL BE SODDED OR PLANTED IMMEDIATELY AFTER THE GRADING WORK HAS BEEN COMPLETED.
- CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS BEFORE CONSTRUCTION COMMENCES. PERMITS TO INCLUDE, BUT NOT LIMITED TO GRUBBING, GRADING, ETC.
- DURING CLEANING OPERATIONS, THE CONTRACTOR SHALL SUPPLY A WATER TRUCK FOR DUST CONTROL PURPOSES. EXCESS WATER, INCLUDING SILT AND DIRT, SHALL NOT BE ALLOWED TO RUN OFF THE PROPERTY.

ENDANGERED SPECIES NOTES:

- SHEARWATER BIRDS ON KAUAI ARE ON THE ENDANGERED SPECIES LIST. THE CONTRACTOR SHALL PERFORM HIS WORK IN COMPLIANCE WITH THE US DEPARTMENT OF THE INTERIOR'S ENDANGERED SPECIES ACT. THERE SHALL BE NO 'TAKING' OF ANY ENDANGERED SPECIES.
- FROM SEPTEMBER 15TH THROUGH DECEMBER 15TH THERE SHALL BE NO NIGHT WORK AND NO LIGHT SHALL BE VISIBLE AT TE JOB SITE DURING THE EVENING. DELAYS IN COMPLETING THE PROJECT CAUSED BY THIS RESTRICTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO ADDITIONAL COMPENSATION WILL BE MADE. THE CONTRACTOR SHALL SCHEDULE HIS WORK ACCORDINGLY.

WATER POLLUTION AND EROSION CONTROL NOTES:

1. GENERAL

- THE CONTRACTOR IS REMINDED OF THE REQUIREMENTS OF SECTION 209--WATER POLLUTION AND EROSION CONTROL, IN THE "HAWAII STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND PUBLIC WORKS CONSTRUCTION", AS AMENDED. SECTION 209 DESCRIBES BUT IS NOT LIMITED TO: SUBMITTAL REQUIREMENTS; SCHEDULING OF A WATER POLLUTION AND EROSION CONTROL CONFERENCE WITH THE ENGINEER; CONSTRUCTION REQUIREMENTS; METHOD OF MEASUREMENT; AND BASIS OF PAYMENT. NO WORK SHALL COMMENCE WITHOUT A BMP PLAN APPROVED BY THE DEPARTMENT OF HEALTH.
- THE CONTRACTOR SHALL FOLLOW THE GUIDELINES IN THE "INTERIM BEST MANAGEMENT PRACTICES" MANUAL FOR CONSTRUCTION SITES FOR COUNTY OF KAUAI IN DEVELOPING, INSTALLING AND MAINTAINING THE BEST MANAGEMENT PRACTICES (BMPs) FOR THE PROJECT. THE CONTRACTOR MAY SUBMIT ALTERNATE METHODS TO THE ENGINEER FOR ACCEPTANCE.
- THE CONTRACTOR SHALL KEEP A COPY OF THE APPROVED BMP, NOI, ETC. ON THE PROJECT SITE. THE BMP SHALL BE UPDATED TO REFLECT ANY CHANGES MADE DURING THE COURSE OF CONSTRUCTION FOR THE DURATION OF THE PROJECT.
- THE ENGINEER MAY ASSESS LIQUIDATED DAMAGES OF UP TO \$27,500 FOR NON-COMPLIANCE OF EACH BMP REQUIREMENT AND EACH REQUIREMENT STATED IN SECTION 209, FOR EVERY DAY OF NON-COMPLIANCE. THERE IS NO MAXIMUM LIMIT ON THE AMOUNT ASSESSED PER DAY.
- THE ENGINEER MAY DEDUCT THE COST FROM THE PROFESSIONAL PAYMENT FOR ALL CITATIONS RECEIVED BY THE DEPARTMENT FOR NON-COMPLIANCE, OR THE CONTRACTOR SHALL REIMBURSE THE STATE, AND/OR COUNTY FOR THE FULL AMOUNT OF THE OUTSTANDING COST INCURRED BY THE STATE, WHICHEVER IS GREATER.

2. WASTE DISPOSAL

- WASTE MATERIALS: ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER THAT DOES NOT LEAK. THE DUMPSTER SHALL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER SHALL BE EMPTIED A MINIMUM OF TWICE PER WEEK OR AS OFTEN AS IS DEEMED NECESSARY. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ONSITE. THE CONTRACTOR'S SUPERVISORY PERSONNEL SHALL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES SHALL BE POSTED IN THE OFFICE TRAILER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.
- HAZARDOUS WASTE: ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE MANUFACTURER. THE CONTRACTOR'S SITE PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES AND SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.
- SANITARY WASTE: ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONCE PER WEEK, OR AS REQUIRED.

3. EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES

- ALL CONTROL MEASURES SHALL BE INSPECTED AT LEAST ONCE EACH WEEK AND WITHIN 24 HOURS FOLLOWING ANY RAINFALL EVENT OF 0.5 INCHES OR GREATER.
- ALL MEASURES SHALL BE MAINTAINED IN GOOD WORKING ORDER. IF REPAIR IS NECESSARY, IT SHALL BE INITIATED WITHIN 24 HOURS AFTER INSPECTION.
- BUILT UP SEDIMENT SHALL BE REMOVED FROM SILT FENCE WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.
- SILT SCREEN OR FENCE SHALL BE INSPECTED FOR DEPTH OF SEDIMENT, TEARS, TO VERIFY THAT THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS OR CONCRETE SLAB TO VERIFY THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.
- TEMPORARY AND PERMANENT SEEDING AND PLANTING SHALL BE INSPECTED FOR BARE SPOTS, WASH-OUTS AND HEALTHY GROWTH.
- THE CONTRACTOR SHALL SUBMIT THE ENGINEER A MAINTENANCE INSPECTION REPORT PROMPTLY AFTER EACH WEEKLY INSPECTION.
- THE CONTRACTOR SHALL SELECT A MINIMUM OF THREE PERSONNEL WHO SHALL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.
- PERSONNEL SELECTED FOR THE INSPECTION AND MAINTENANCE RESPONSIBILITIES SHALL RECEIVE TRAINING FROM THE CONTRACTOR. THEY SHALL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.
- ALL SLOPES AND EXPOSED AREAS SHALL BE GRASSED. ANY AREA IN WHICH WORK HAS BEEN INTERRUPTED OR DELAYED OR EXPOSED FOR MORE THAN 15 DAYS SHALL BE GRASSED IN ORDER TO PREVENT DUST, EROSION AND SILT RUNOFF. AREAS WITH IMPORTED SOILS SHALL BE GRASSED NOT MORE THAN 5 WORKING DAYS AFTER FINAL GRADES HAVE BEEN ESTABLISHED.
- TEMPORARY EROSION CONTROLS SHALL NOT BE REMOVED BEFORE PERMANENT EROSION CONTROLS ARE IN-PLACE AND ESTABLISHED.

4. GOOD HOUSEKEEPING BEST MANAGEMENT PRACTICES

MATERIALS POLLUTION PREVENTION PLAN:

- APPLICABLE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION. OTHER MATERIALS AND SUBSTANCES NOT LISTED BELOW SHALL BE ADDED TO THE INVENTORY OF THE CONSTRUCTION CONTRACTOR'S SITE-SPECIFIC BMP PLAN.

CONCRETE DETERGENTS PAINTS (ENAMEL AND LATEX) METAL STUDS TAR	FERTILIZERS PETROLEUM BASED PRODUCTS CLEANING SOLVENTS WOOD MASONRY BLOCK
---	---
- MATERIAL MANAGEMENT PRACTICES SHALL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF. AN EFFORT SHALL BE MADE TO STORE ONLY ENOUGH PRODUCTS AS IS REQUIRED TO DO THE JOB.
- ALL MATERIALS STORED ONSITE SHALL BE STORED IN A NEAT, ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND IF POSSIBLE UNDER A ROOF OR OTHER ENCLOSURE.

MATERIALS POLLUTION PREVENTION PLAN (CONTINUED):

- PRODUCTS SHALL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABEL.
- SUBSTANCES SHALL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
- A PRODUCT SHALL BE USED UP COMPLETELY BEFORE DISPOSING OF THE CONTAINER.
- MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL CONDUCT A DAILY INSPECTION TO ENSURE PROPER USE AND DISPOSAL OF MATERIALS ONSITE.

HAZARDOUS MATERIALS POLLUTION PREVENTION PLAN:

- PRODUCTS SHALL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.
- ORIGINAL LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS) SHALL BE RETAINED AND MADE AVAILABLE TO THE ENGINEER UPON REQUEST.
- SURPLUS PRODUCTS SHALL BE DISPOSED OF ACCORDING TO MANUFACTURER'S INSTRUCTIONS OR LOCAL AND STATE RECOMMENDED ACTIONS.

ONSITE AND OFFSITE PRODUCTS SPECIFIC PLANS:

- THE FOLLOWING PRODUCT SPECIFIC PRACTICES SHALL BE FOLLOWED ONSITE: PETROLEUM BASED PRODUCTS: ALL ONSITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTATIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE. PETROLEUM PRODUCTS SHALL BE STORED IN TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE SHALL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATION.
- NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS
 - THE CONTRACTOR SHALL OBTAIN AND COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM(NPDES) REQUIREMENTS FOR KAUAI DISTRICT PERMIT PROJECTS. THIS IS AVAILABLE AT THE KAUAI DISTRICT OFFICE AT 3040 UMI STREET. DUE TO POTENTIAL COST IMPACTS, THE CONTRACTOR NEEDS TO BE AWARE OF THESE REQUIREMENTS.
 - THE CONTRACTOR SHALL COMPLETE AND SUBMIT A CONTRACTOR'S CERTIFICATION OF NPDES COMPLIANCE, INCLUDING COMPLETION OF THE BEST MANAGEMENT PRACTICE (BMP) CHECKLIST AND SUBMITTAL OF A WRITTEN BMP PLAN AND DRAWINGS, PRIOR TO ISSUANCE OF THE PERMIT TO PERFORM WORK UPON COUNTY ROADWAYS.

TEMPORARY DUST CONTROL MEASURES:

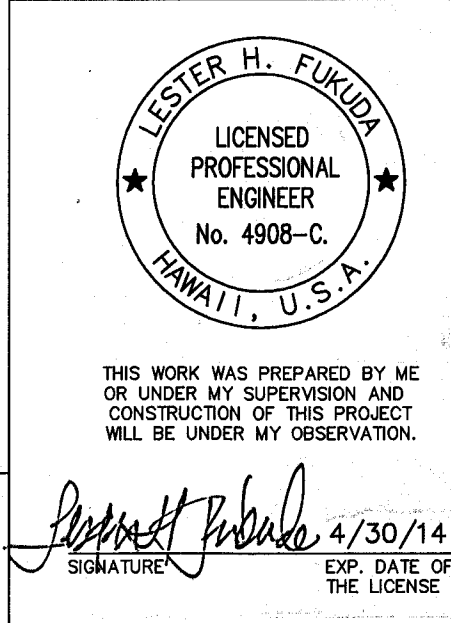
- THE GRADED OR PROJECT SITE THAT IS CLEARED OF VEGETATION SHALL BE KEPT DAMP WITH WATER CONTINUOUSLY FOR SEVEN (7) DAYS A WEEK. AT THE END OF EACH DAY, THE SITE SHALL BE SUFFICIENTLY DAMPENED WITH WATER ON A CONTINUAL BASIS SO THAT THE SITE WILL REMAIN MOISTENED DURING THE NIGHT.
- THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO THAT CLEARED AREAS AND IMPORTED MATERIAL SHALL BE DAMPENED WITH WATER ON A CONTINUAL BASIS TO PREVENT DUST PROBLEMS.

TEMPORARY EROSION CONTROL MEASURES:

- TEMPORARY VEGETATIVE COVER SHALL BE PLANTED WITHIN A PERIOD OF 30 CALENDER DAYS AFTER THE SITE HAS BEEN BARED OF VEGETATION OR IF THE SITE WILL BE SUSPENDED FOR MORE THAN 30 CALENDER DAYS.
- TEMPORARY VEGETATIVE COVER SHALL CONSIST OF 40 LBS. COMMON RYE GRASS SEED PER ACRE, 400 LBS. PER ACRE 10-10-10 OR EQUIVALENT FERTILIZER WORKED INTO THE SEED BED BEFORE PLANTING. TEMPORARY SPRINKLER SYSTEM IS TO BE INSTALLED CONCURRENTLY WITH ALL PLANTINGS. PLANTING AND MAINTENANCE OF GRASS SHALL CONFORM TO THE "HAWAII STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2005" AND ITS AMENDMENTS.

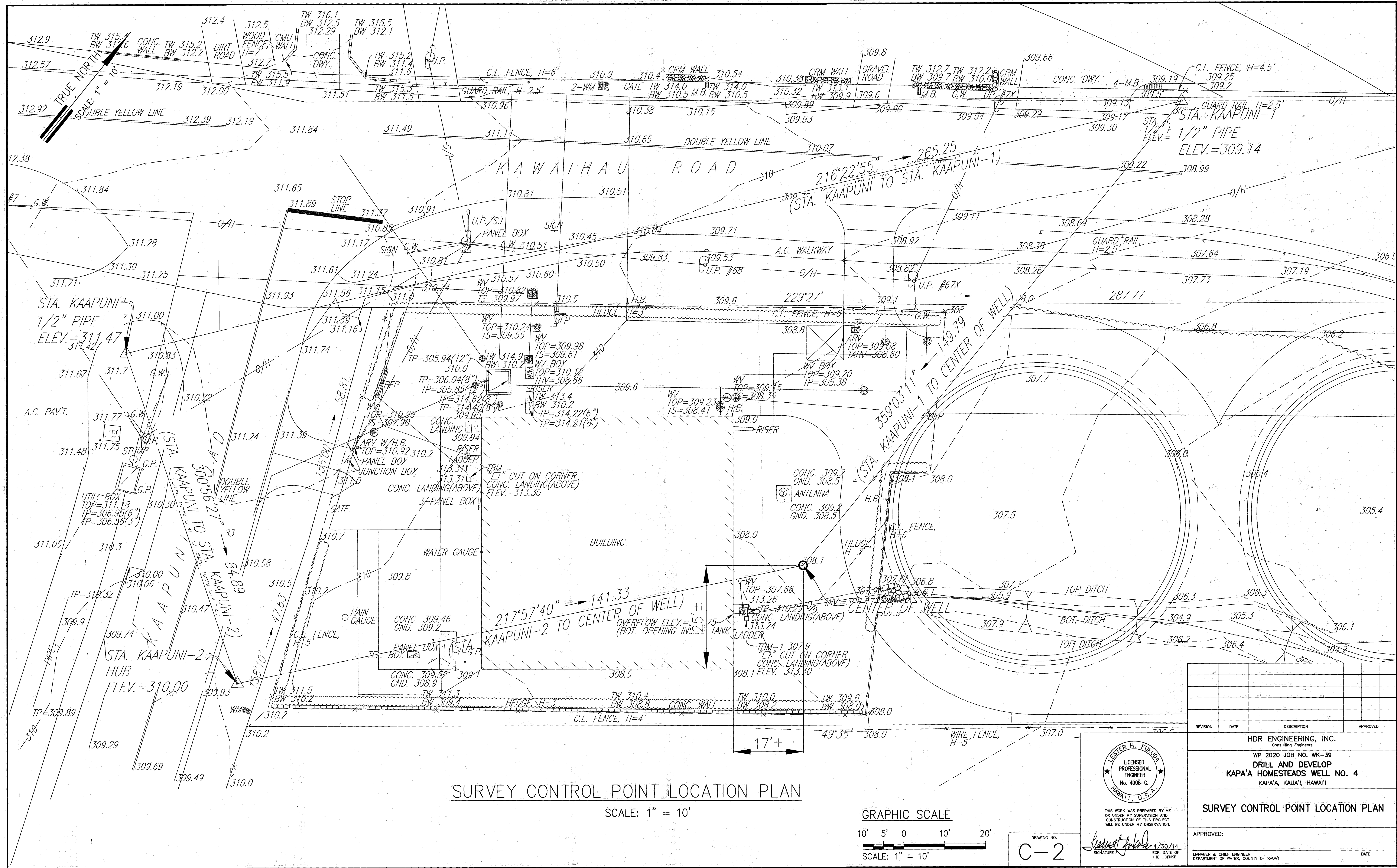
PERMANENT EROSION CONTROL MEASURES:

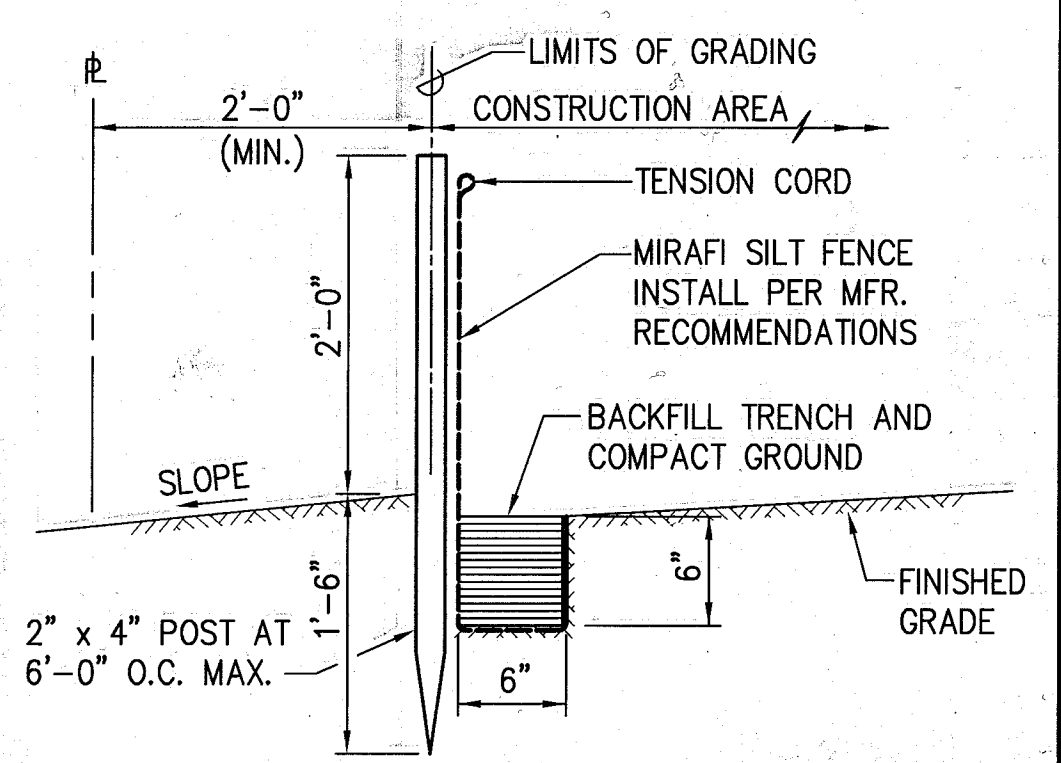
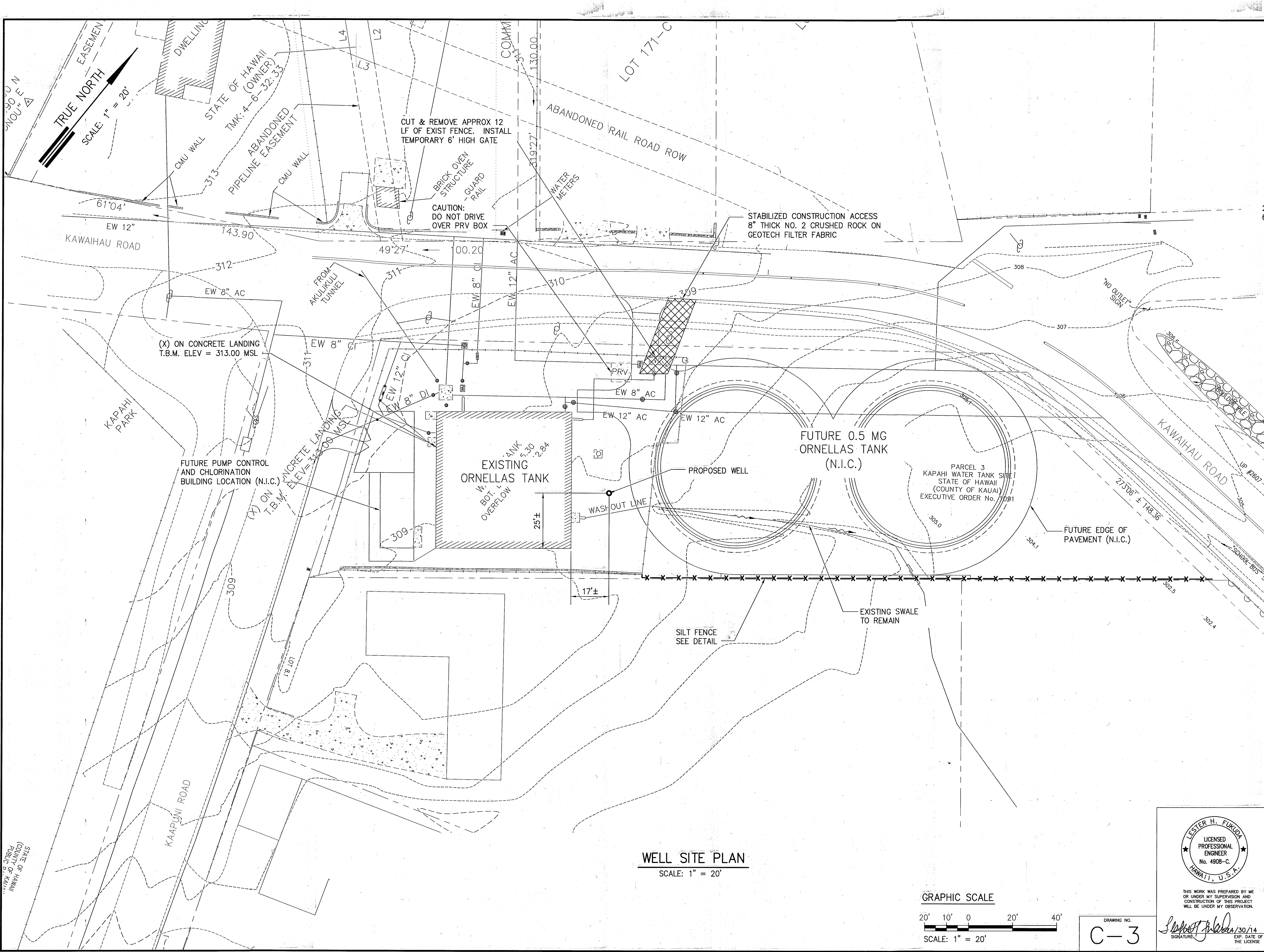
- CONTRACTOR SHALL GRASS THE ENTIRE CONSTRUCTION AREA EXCEPT PAVED AREAS WITH BERMUDA GRASS SPRIGS. THE GRASS SHALL BE PLANTED, FERTILIZED, AND MAINTAINED IN ACCORDANCE WITH THE "HAWAII STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION , 2005" AND ITS AMENDMENTS.
- THE CONTRACTOR SHALL GRASS ALL EXPOSED AREAS THAT HAVE BEEN CONSTRUCTED WITHIN A PERIOD OF 30 CALENDER DAYS.
- IN LIEU OF GRASS SPRIGS (NOTE 1), THE CONTRACTOR MAY USE HYDROMULCH WITH SEEDLINGS AND IRRIGATION SPRINKLER SYSTEM.



DRAWING NO.
C-1

REVISION	DATE	DESCRIPTION	APPROVED
HDR ENGINEERING, INC. Consulting Engineers			
WP 2020 JOB NO. WK-39 DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4 KAPA'A, KAUAI, HAWAII			
CONSTRUCTION NOTES			
APPROVED:			
MANAGER & CHIEF ENGINEER DEPARTMENT OF WATER, COUNTY OF KAUAI			
FILE	POCKET	FOLDER	NO.



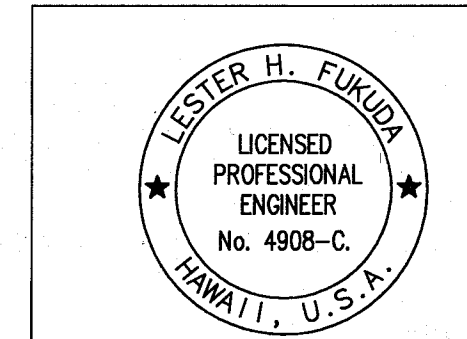
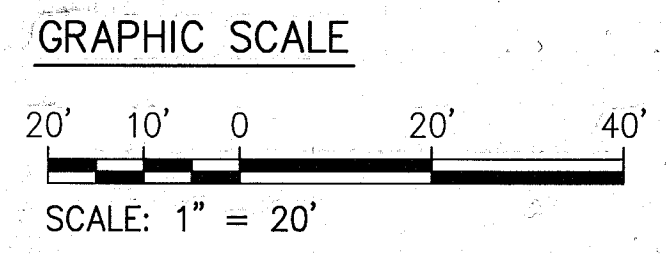


SILT FENCE DETAIL
NOT TO SCALE

- LEGEND:
- Flow Direction
 - SILT FENCE

- NOTES:
- REMOVE TEMPORARY 6' HIGH GATE AFTER COMPLETION OF WELL TESTING.
 - INSTALL NEW CHAIN LINK FENCE AFTER COMPLETION OF WELL CONSTRUCTION.
 - CONTRACTOR TO PROTECT EXISTING PIPING, ANTENNA AND SWALE IN PLACE.

WELL SITE PLAN
SCALE: 1" = 20'

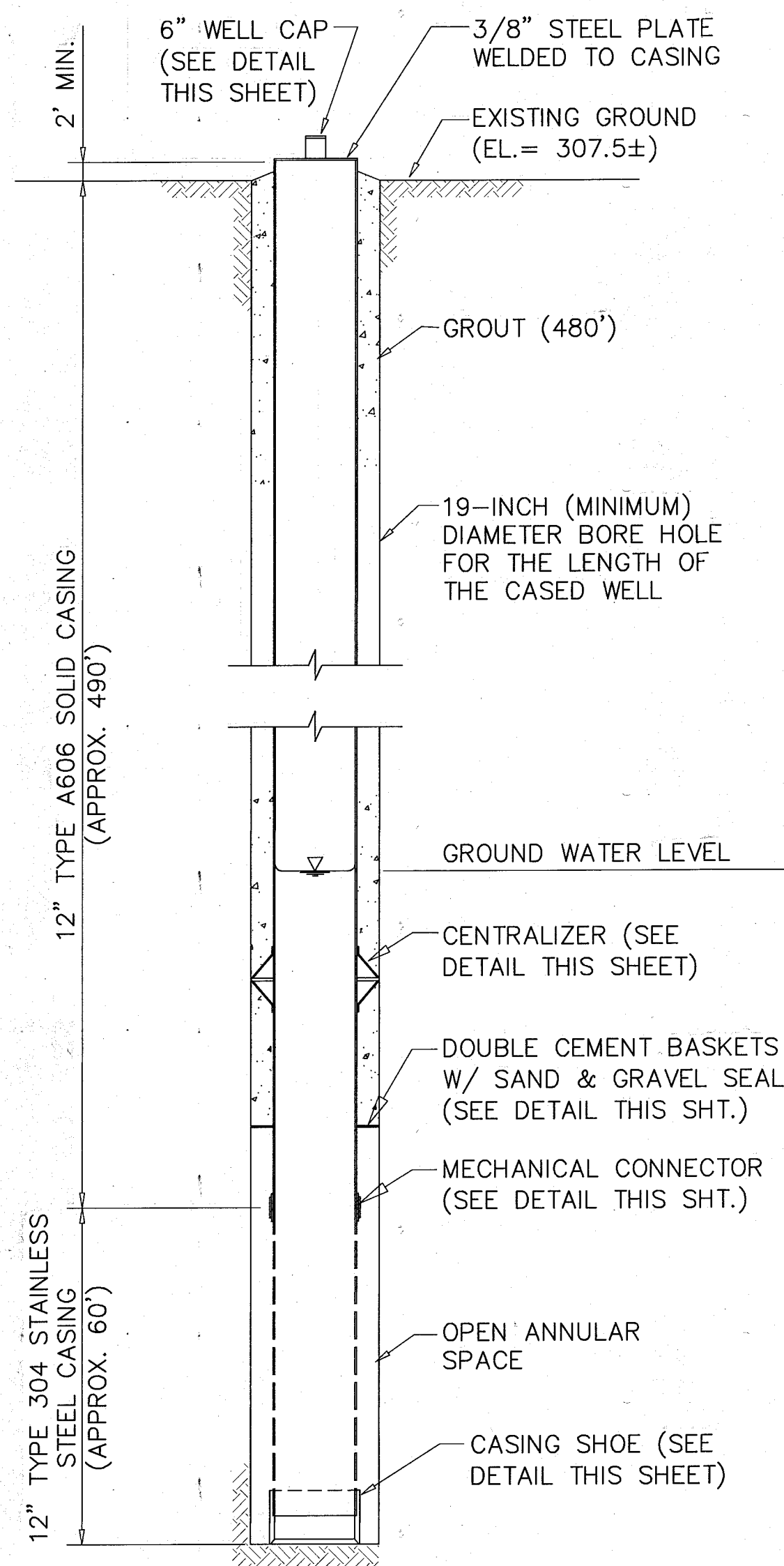


THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION.

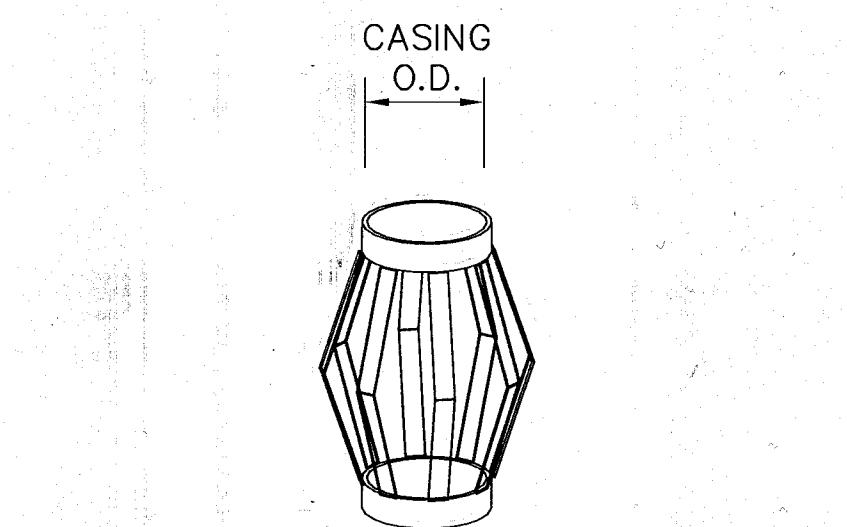
SIGNATURE: [Signature] DATE: 10/30/14
EXP. DATE OF THE LICENSE:

DRAWING NO.
C-3

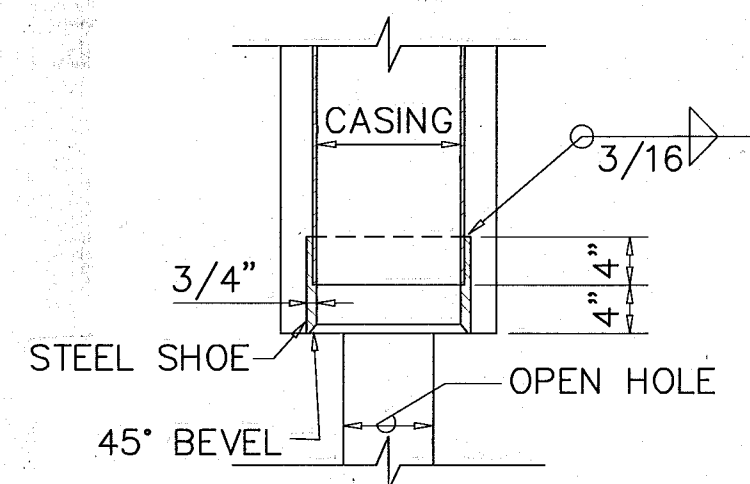
REVISION	DATE	DESCRIPTION	APPROVED		
HDR ENGINEERING, INC. Consulting Engineers					
WP 2020 JOB NO. WK-39 DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4 KAPA'A, KAUAI, HAWAII					
WELL SITE PLAN					
APPROVED:					
MANAGER & CHIEF ENGINEER DEPARTMENT OF WATER, COUNTY OF KAUAI				DATE	



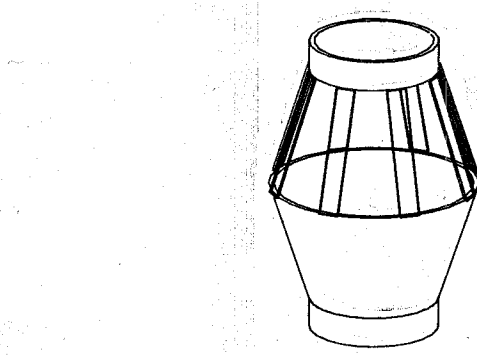
SECTION THRU WELL
NOT TO SCALE



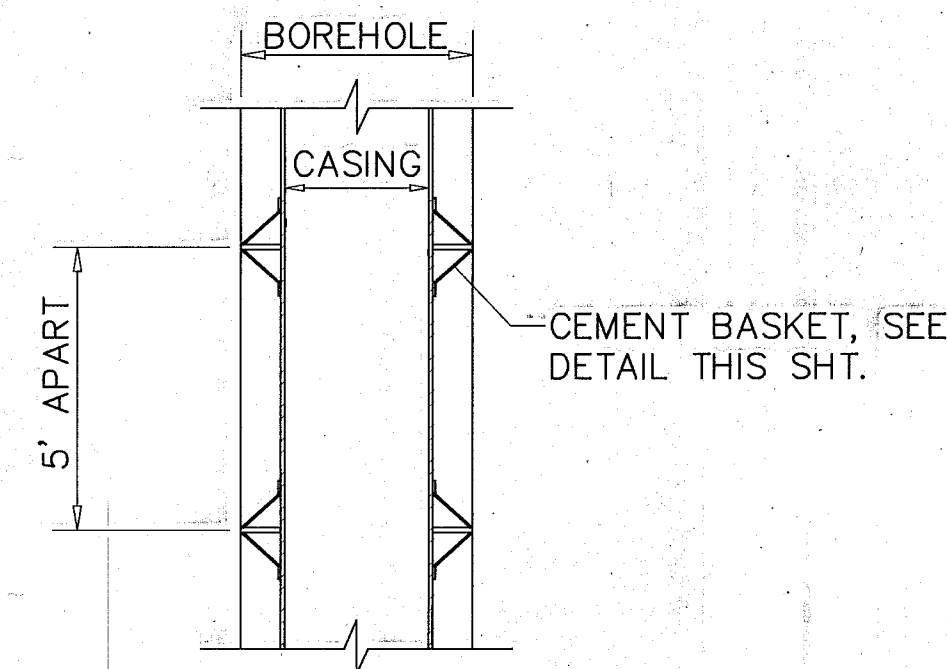
NON-WELDED HINGED-TYPE CENTRALIZER DETAIL
NOT TO SCALE



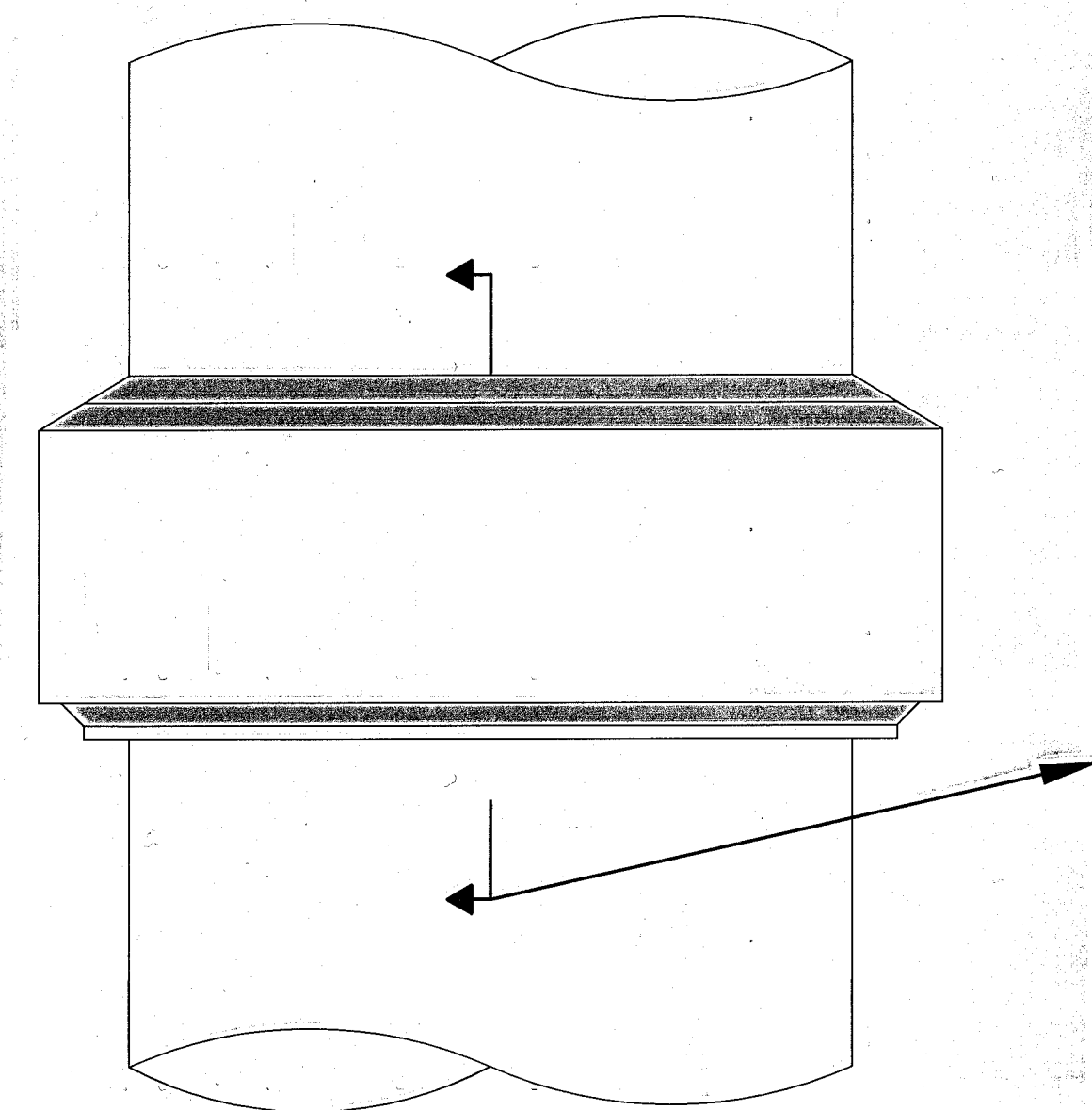
CASING SHOE DETAIL
NOT TO SCALE



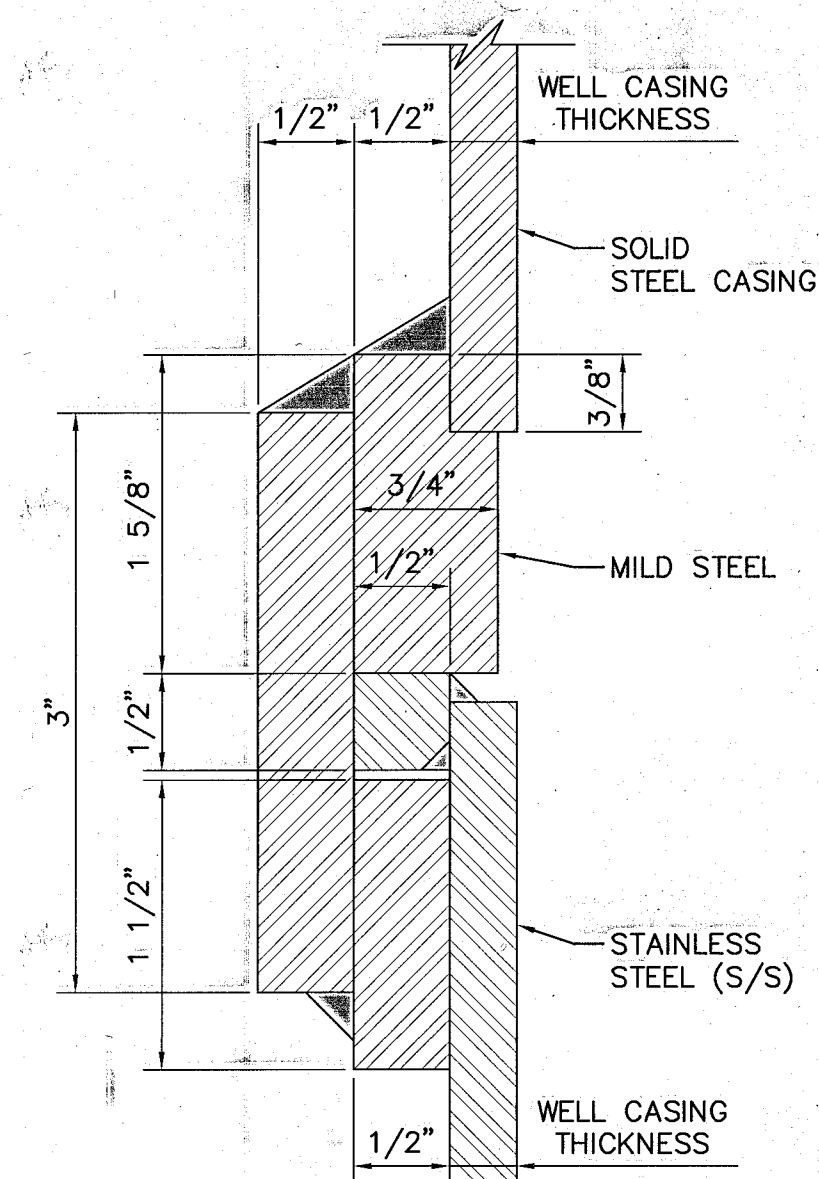
CEMENT BASKET DETAIL
NOT TO SCALE



CEMENT BASKET DETAIL
NOT TO SCALE

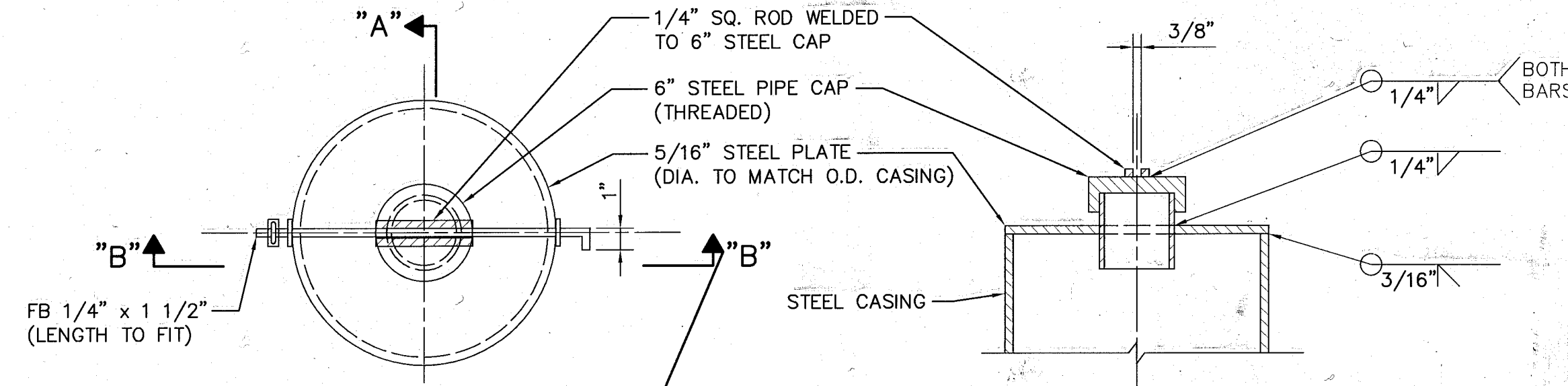


ELEVATION

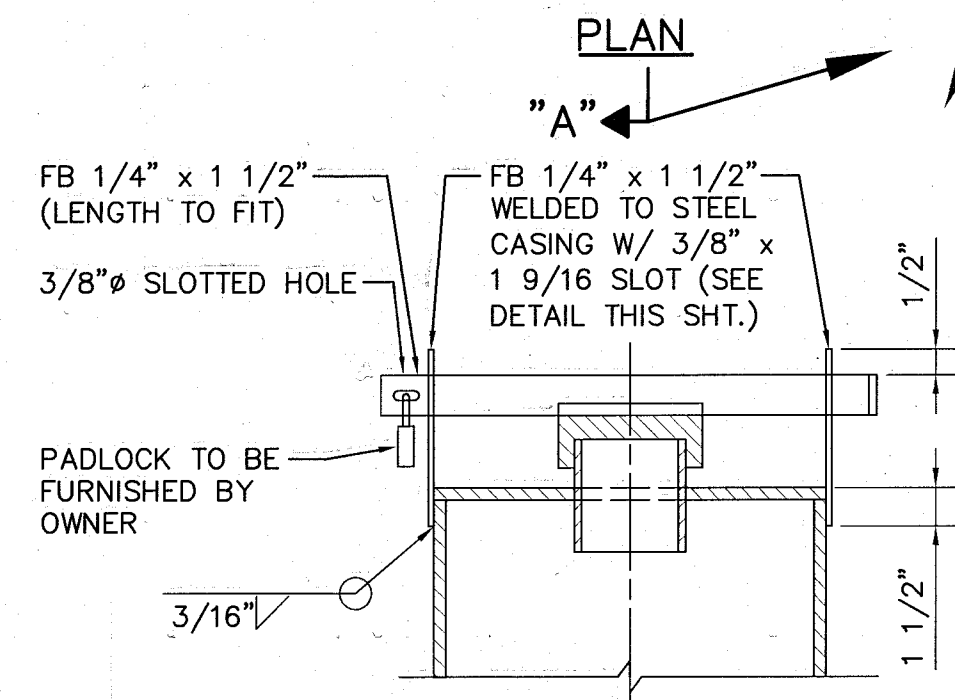


TYPICAL SECTION

MECHANICAL CONNECTOR DETAIL
NOT TO SCALE

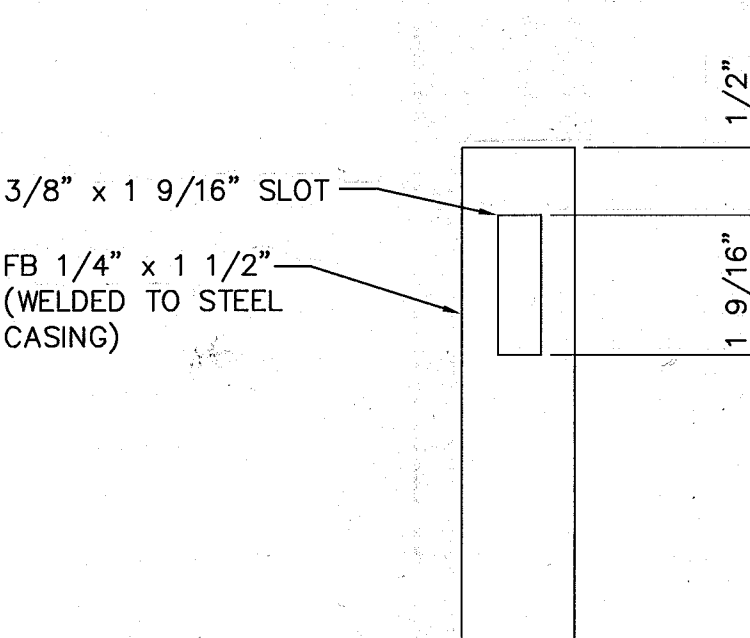


PLAN



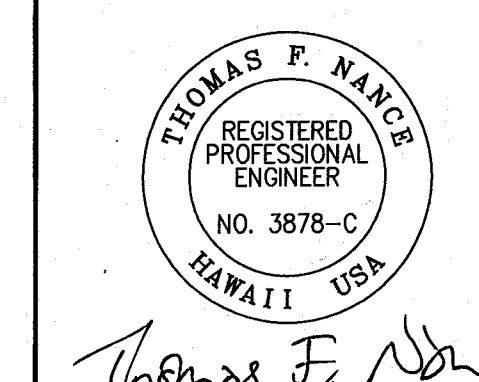
BAR CAP LOCK SECTION "B"

6" STEEL PIPE CAP SECTION "A"



LOCK BAR SLOT DETAIL

WELL CAP DETAILS
NOT TO SCALE



This work was prepared by me or under my supervision & construction of this project will be under my observation. Observation of construction as defined by "Hawaii Administrative Rules, Title 16, Dept. of Commerce & Consumer Affairs, Chapter 115, Professional Engineers, Architects, Surveyors and Landscape Architects." Expiration Date of the License: 4/30/14

DRAWING NO.
C-4

REVISION	DATE	DESCRIPTION	APPROVED
TOM NANCE WATER RESOURCE ENGINEERING Consulting Engineers			
WP 2020 JOB NO. WK-39 DRILL AND DEVELOP KAPA'A HOMESTEADS WELL NO. 4 KAPA'A, KAUAI, HAWAII			
WELL SECTION AND DETAILS			
APPROVED:			
MANAGER & CHIEF ENGINEER DEPARTMENT OF WATER, COUNTY OF KAUAI			
DATE			