DEPARTMENT OF WATER SUPPLY
COUNTY OF HAWAII
HILO, HAWAII

JOB NO. 84-391A

PROPOSAL AND SPECIAL PROVISIONS

FOR THE

REMOVAL OF EXISTING PUMPING UNIT, ITS APPURTENANCES AND OTHER RELATED WORK AT THE HALAULA WELL SITE

DISTRICT OF NORTH KOHALA
COUNTY OF HAWAII - STATE OF HAWAII

DECEMBER 1985

Contractor: Roscoe Moss Co.
Notice to Proceed: 2/10/86
Completion Date: 5/1/86
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INVITATION TO BIDDERS

Sealed proposals for JOB NO. 84-391A, REMOVAL OF EXISTING PUMPING UNIT, ITS APPURTENANCES AND OTHER RELATED WORK AT THE HALAULA WELL SITE, District of North Kohala, County of Hawaii, State of Hawaii, will be received by the Department of Water Supply, County of Hawaii, 25 Aupuni Street, Hilo, Hawaii, until December 16, 1985 at 2:00 p.m., when they will be publicly opened and read aloud. Bids received after the time fixed for opening will not be considered.

Plans, specifications and forms may be obtained at the Office of the Manager, 25 Aupuni Street, Hilo, Hawaii, upon deposit of legal tender or check of Twenty-Five Dollars ($25.00) made payable to the Department of Water Supply, County of Hawaii, for each set. The Department of Water Supply will not forward by mail, or any other means, any plans, specifications, and forms to any prospective bidder.

The bidders' attention is directed to Sections 103-41 through 103-48, Hawaii Revised Statutes, and the rules governing preference for Hawaii Products, as amended, which provides preference for Hawaii Products. The Hawaii Products List may be examined at the Office of the Manager, County of Hawaii, or at the Comptroller's Office, State Office Building, Honolulu, Hawaii.

Dated at Hilo, Hawaii, this 26th day of November, 1985.

BY AUTHORITY OF THE DEPARTMENT OF WATER SUPPLY, COUNTY OF HAWAII

H. William Sewake, Manager

Hawaii Tribune Herald
December 1, 3, and 5, 1985
NOTICE TO BIDDERS

NOTICE CONCERNING ECONOMIC STABILIZATION ACT
OF 1970, AS AMENDED

The bidder is reminded that mandatory provision of federal measures promulgated under authority of the Economic Stabilization Act of 1970 (P.L. 91-379, 84 Stat. 799) including Executive Orders of the President, amendments thereto, and rules and regulations issued thereunder may be applicable to invitations to bid, bid proposals and contracts.

In addition, all bid proposals submitted shall, to the best of the bidder's knowledge and belief, be in accordance with applicable mandatory provisions of measures promulgated by authority of the Economic Stabilization Act of 1970, and where any provision of the contract specifications is inconsistent, such mandatory provisions shall control.

NONDISCRIMINATION IN COUNTY CONTRACTS

Pursuant to Executive Order No. 100, County of Hawaii, dated April 5, 1973:

During the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will assure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
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INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:

The Contractor shall mobilize a driller's rig or adequate crane and furnish necessary labor, equipment and tools to remove the existing deep well pump assembly and all related and surrounding appurtenances such as the existing Motor Control Assembly, pump shed and other related equipment.

The Contractor shall assist the department in checking out the condition of the well and its water quality.

The Contractor shall coordinate all work with the project engineer.

2. SEALED BIDS:

All bids for this project shall be enclosed in a sealed envelope and marked:

JOB NO. 84-391A

REMOVAL OF EXISTING PUMPING UNIT, ITS APPURTENANCES AND OTHER RELATED WORK AT THE HALAULA WELL SITE

District of South Kohala
County of Hawaii - State of Hawaii

The bidder shall use ink to fill all blank spaces provided for in the bid.

The attached form of the Proposal is furnished only for the guidance of the bidders and is not be used for actual bidding. An official copy of the Proposal on which the bid shall be made will be furnished to the prospective bidder when plans and specifications are obtained.

3. PROPOSAL:

a. Bids shall be made upon the form therefore obtained at the Office of the Manager, properly and with all items filled out. Numbers shall be stated both in writing and in figures for Total Sum Bid and the signatures of all persons signing shall be in longhand. The completed form shall be without interlineations, omissions or alterations, unless necessitated by an Addendum as specified in Item No. 11 of these Instructions to Bidders and initialed by the Bidder. The completed form shall be without erasures.
b. Bids shall not contain any recapitulation of the work to be done; alternative proposals will not be considered unless called for. No oral telegraphic or telephonic proposals or modifications will be considered.

c. Before submitting a bid, bidders shall carefully examine the drawings, read the specifications and the form of agreement, shall visit the site of work and shall fully inform themselves as to all existing conditions and limitations pertinent to the execution of this contract and shall include in the bid a sum to cover the cost of all items included in the contract documents. Arrangements to visit the site may be made by contacting the Department of Water Supply at 969-1421.

d. Bids shall be delivered to the Manager, 25 Aupuni Street, Hilo, Hawaii.

4. NOTICE OF INTENTION TO BID AND QUESTIONNAIRE:

A prospective bidder must file a written notice of his intention to bid in the Office of the Manager at least six (6) calendar days prior to the date designated for opening of bids.

The Manager may require the prospective bidder to file a "Standard Questionnaire and Financial Statement for Bidders," as required by Section 103-25, Hawaii Revised Statutes, at least seventy-two (72) hours, exclusive of Sundays and holidays, prior to the time advertised for the opening of bids. If the answers and statement are satisfactory, the bidder's proposal will be received.

The "Standard Questionnaire and Financial Statement for Bidders," shall be on the form provided by the Department of Water Supply, County of Hawaii.

5. SECURITY TO BE FURNISHED BY EACH BIDDER:

A certified check or bid bond as required by law made payable to the Department of Water Supply, for an amount as required by Section 103-28, Hawaii Revised Statutes, shall accompany each bid as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and give bond as required. The successful bidder's check or bids bond will be retained until he has entered into a satisfactory contract and furnished a one hundred percent (100%) performance bond. The Department of Water Supply of the County of Hawaii reserves the right to hold the certified checks or bid bonds of the three lowest bidders, until the successful bidder has entered into a contract and furnished a one hundred percent (100%) performance bond.
Bid bond shall be furnished by a bonding company authorized to do business in the State of Hawaii. Should the successful bidder fail to enter into a contract and furnish a satisfactory performance bond within the time stated in his proposal, the certified check or bid bond shall be forfeited as liquidated damages.

6. AWARD OF CONTRACT:

All bids will be compared on the basis of the lowest total sum bid or as specified elsewhere herein. The award, if made, will be made to the lowest responsible bidder within sixty (60) days after the opening of bids. No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. It is understood and agreed that should identical low bids be received, the award will be determined by drawing lots.

The Department of Water Supply reserves the right to accept or reject any and all bids and to waive any and all defects in the best interest of the Department of Water Supply.

7. NOTICE TO PROCEED PROCEDURE:

The successful bidder shall order all materials necessary to complete the work called for in the plans, proposal and specifications immediately upon execution of the contract documents. The successful bidder shall further instruct his (her) supplier to furnish the Department of Water Supply a copy of the material order acknowledgment and the expected delivery date to the appropriate dock in Hawaii. A copy of the acknowledgment and the expected delivery date shall be received by the Department of Water Supply no later than fifteen (15) calendar days from the date of execution of the contract documents. Notice to proceed shall then be given accordingly but in no case shall it be given later than forty-five (45) calendar days from the date of execution of the contract documents.

8. PERFORMANCE BOND:

The successful bidder, should any bid be accepted, must within ten (10) days after official notice is given of such award or within further time as maybe allowed by the Water Commission or the Manager, execute a bond to the Department in an amount equal to one hundred percent (100%) of the contract price, including amounts estimated to be required for extra work or of the cost of the work required by law; this bond is to conform to the provisions of Section 103-34, Hawaii Revised Statutes, and any laws applicable thereto.
9. STANDARDS FOR WATER SYSTEM:

"Standards for Water System" covering General Requirements and Covenants, Standard Specifications for Materials and Construction and Standard Details, dated March 1965, as amended, is hereby made a part of this contract and may be purchased at the Office of the Manager, 25 Aupuni Street, Hilo, Hawaii, at a cost of $3.00 per copy. The word "BOARD" shall be changed to read "DEPARTMENT" in all sections of the "Standards for Water System."

10. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Manager a written request for an interpretation thereof. Any interpretation of the proposed contract documents will be made only by addendum, duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Department of Water Supply of the County of Hawaii will not be responsible for any other explanations or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS:

Any addenda or bulletin issued during the time of bidding and forming a part of the documents loaned to the Bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

12. COMPLIANCE WITH SPECIFICATIONS OF MATERIALS:

Unless otherwise specifically provided for in the specifications, all workmanship and materials incorporated in the contract are to be of the best available grade of their respective kinds. Whenever in the specifications any material or process is indicated or specified by patent or proprietary name of manufacturers, such specifications shall be deemed to be used for the purpose of facilitating description of the material or process desired and shall be deemed to be followed by the words "or approved equal," and the contractor may offer for approval any materials or process which shall equal in every respect that so specified. Where the bidder is contemplating submission of a bid based on a brand of manufactured article other than the brand specified, he shall submit for approval of the Department, samples or supporting data for the proposed brand substitution not later than ten (10) days prior to the date of opening of bids. The Department's approval shall be secured in writing prior to the submission of bid.
The Department will not accept any proposed substitution request for approval after the date of opening of bids. The only exception shall be if the specified brand material, equipment or article, or approved brand material, equipment or article is no longer being manufactured and is unavailable for use. It shall be the contractor's responsibility to provide necessary information to prove the exception.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the bidder and he SHALL furnish at his own expense all information, brochures and drawings (at least 5) necessary or related thereto as required by the Engineer.

The Engineer shall be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials and his (her) decision shall be final and binding.

13. LOCAL LABOR, HOURS, AND WAGES:

The Contractor shall hire local labor whenever practicable.

No work shall be done on Saturdays, Sundays, legal National or State holidays, and/or in excess of eight (8) hours each day without the written consent of the Engineer. 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 Engineer.

The attention of all bidders is called to Section 107-10 of the "Standards for Water System," regarding wages and overtime pay. The latest minimum wage rates as promulgated by the Department of Labor and Industrial Relations five (5) days prior to the date set for the opening of bids shall be paid to the various classes of laborers and mechanics engaged in the performance of this contract on the jobsite.

14. LICENSED BIDDERS:

All prospective bidders shall be contractors licensed in the State of Hawaii at the time of bidding and throughout the contract period and the burden of proof shall rest with the bidder. No bid will be received from any unlicensed bidder.

15. ITEMS NOT SPECIFIED IN THE BID:

Where items of work called for on the drawings or specified in these specifications and for which payments are not directly provided for in the bid, payment shall be considered incidental to the various bid items.
16. **AVAILABILITY OF UTILITIES:**

The contractor shall make his own arrangements for any temporary electric, telephone, and water services required to perform this work, and all costs shall be included in the various items in the bid.

17. **PERMITS AND LICENSES:**

The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

18. **WORK SCHEDULE:**

The contractor shall submit to the Engineer, prior to starting any work on the project, a work schedule timetable which shall be closely adhered to throughout the period of the contract. The work schedule shall show expected material arrival date and shall also show the estimated monthly payments that will be requested throughout the contract period.

19. **BLASTING:**

No blasting shall be allowed on this project unless authorized by the Engineer in writing and pursuant to all terms and conditions contained therein.

20. **EXISTING UTILITIES:**

Location of utility lines and appurtenances shown on the plans are from the best information available and are approximate. The contractor shall assume that where no existing utilities are shown that none exists. The contractor shall make every effort to verify the location of all utilities and appurtenances that may affect the required work.

21. **SITE RESTORATION:**

Upon completion of work, the contractor shall remove all excess materials and scraps from the project site and clean the area to the satisfaction of the Engineer. All existing landscape shall be restored to its original condition or better which shall include any necessary replanting of grass and/or plants and the maintenance and care therefore for a period of sixty (60) days after the acceptance of the project.
22. **STANDARDS FOR PUBLIC WORKS CONSTRUCTION:**

The "Standards for Public Works Construction," dated May 1975, shall be made a part of this contract where applicable. The contractor shall be responsible to obtain a copy from the Department of Public Works, County of Hawaii.

23. **TAX CLEARANCE:**

Payment on this contract shall be in accordance with Section 108 of the Standards for Water System. (In accordance with Sections 103-53 and 237-45, Hawaii Revised Statutes, the final payment on this contract shall not be settled until the contractor obtains a receipt of tax clearance from the Tax Commissioner of the State of Hawaii to the effect that all taxes levied or accrued against the contractor with respect to this contract have been paid.)

24. **NONGRATUITY AFFIDAVIT:**

This release form shall be required to be executed and filed by the contractor before final will be authorized.

25. **COMPREHENSIVE PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE:**

The Contractor shall take out comprehensive personal injury and property damage liability insurance which protects the Contractor and all of his subcontractors from claims for damages to property and for personal injury which may arise from or be caused by the operations under the contract, whether the operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed either the Contractor or subcontractor. All insurance shall cover the Contractor for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside of the work area, and all change orders.

The insurance policies shall not contain any clause to the effect that the insurer is not liable on account of any accident out of work performed by subcontractors or their employees.

The Department of Water Supply, County of Hawaii, shall be named as an additional insured on each insurance policy and the Department of Water Supply shall be provided with the same extent of insurance coverage as that provided for the Contractor.
The comprehensive personal injury and property damage liability insurance shall have the following minimum limits of liability.

Bodily Injury Liability
- $250,000 each person
- $500,000 each occurrence

Property Damage Liability
- $100,000 each occurrence

The Contractor shall furnish the Department of Water Supply with one (1) copy of the certificate of said insurance prior to commencement of work.
PROPOSAL
FOR
DEPARTMENT OF WATER SUPPLY
COUNTY OF HAWAII
HILO, HAWAII

JOB NO. 84-391A

REMOVAL OF EXISTING PUMPING UNIT, ITS APPURTENANCES
AND OTHER RELATED WORK AT THE
HALAULA WELL SITE

District of North Kohala
County of Hawaii - State of Hawaii

_________________________, 1985

Department of Water Supply
County of Hawaii
Hilo, HI 96720

Gentlemen:

The undersigned, having carefully examined specifications marked "JOB NO. 84-391A, REMOVAL OF EXISTING PUMPING UNIT, ITS APPURTENANCES AND OTHER RELATED WORK AT THE HALAULA WELL SITE," and hereby proposes to remove the above subject pump and all other related work in accordance with the true intent and meaning of the specifications on file in the Office of the Manager of the Department of Water Supply, County of Hawaii, for the indicated total sums:

I. PRINCIPAL WORK

A. Alternate A:

All of the work as described in Alternate B below complete in place.

Lump Sum: $__________

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B. Alternate B:

Work to be done by "forced account" method.

1. **Pulling pump:**

   Work consists of furnishing and operating the necessary tools, equipment and personnel to pull the pump. It is chargeable when the crew is engaged in pulling the pump, removing the building, electrical equipment and other related equipment from the site and transporting same to the Hilo Baseyard.

   $____________/hour

2. **Standby time:**

   Work consists of the crew standing by at the request of the Department of Water Supply and the equipment is not being utilized to hoist or hold the pump or its parts. This includes work to check well casing such as measuring, clarifying and other similarly related work.

   $____________/hour

3. **Mobilization and demobilization to pull pump and related appurtenances:**

   Work consists of moving of the necessary personnel, tools and equipment to the site and preparation of the equipment to pull the pump and removal of the pulling equipment from the site.

   Lumpur Sum: $____________

4. **Condition of Well Casing:**

   Cost of televising an recording on videotape the condition of 16-inch well casing.

   Lumpur Sum: $____________
C. Alternate C:

It shall be understood that Alternate C shall be used only if the project engineer determines that it is necessary:

1. Cost of Installation and Removal of 300 GPM Testing unit and its related appurtenances:
   
   Lump Sum: $ ______________

2. Cost of actual testing of well: Cost/Day: $ ______________

   It is understood that these materials are not included in the above bid and shall be paid separately and similarly site shall be left in a neat and orderly manner.

   The undersigned agrees that the award of the contract shall be conditional upon the Department of Water Supply having the right to hold all bids received for a period of thirty (30) days from the date of opening thereof, unless otherwise required by law, during which time no bid may be withdrawn.

   It is understood that all work shall be completed within ninety (90) calendar days from the date of Notice to Proceed.

   It is understood and agreed that the Manager reserves the right to reject any and/or all bids and waive any defects when, in his opinion, such rejection or waiver will be for the best interest of the Department of Water Supply.

   The undersigned further agrees that the liquidated damages per working day of failure to complete the work on time shall be TWENTY-FIVE DOLLARS ($25.00) for each and every calendar day the Contractor shall delay the completion of the project.

   Upon the acceptance of the proposal by the Department of Water Supply, the undersigned hereby agrees to enter into and execute a contract for the same and furnish a bond for contracts as required by law. This bond shall conform to the provisions of Sections 103-21, 103-34 through 103-38, inclusives, of the Hawaii Revised Statutes, and any laws applicable thereto.
The Contractor shall acknowledge receipt of any and all addenda issued by the Department of Water Supply by recording the date of receipt of the respective addenda in the space provided below:

Addendum No. 1 ____________ Addendum No. 6 ____________
Addendum No. 2 ____________ Addendum No. 7 ____________
Addendum No. 3 ____________ Addendum No. 8 ____________
Addendum No. 4 ____________ Addendum No. 9 ____________
Addendum No. 5 ____________ Addendum No. 10 ____________

It is understood that failure to receive any such addendum shall not relieve the Contractor from any obligation under the proposal as submitted (see Special Notice to Bidders for information regarding the addenda).

It is understood that the proposal prices include the cost of inspections, testing, and delivering the items and also all applicable taxes.

PAYMENT:

Payment shall be made after satisfactory completion of the repair work (as deemed so by the Department of Water Supply Engineer or his designated representative), which includes all necessary performance tests, adjustments, etc.

Enclosed herewith is:

CROSS 1. Legal Tender
2. Certificate of Deposit
OUT 3. Certified Check
4. Surety Bond according to Section 103-28 and
THREE Section 103-35, Hawaii Revised Statutes

for the sum of ____________________________ DOLLARS ($ ____________)

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being not less than the sum required under Section 103-28, Hawaii Revised Statute, payable to the Department of Water Supply, County of Hawaii.

Respectfully submitted,

______________________________
NAME OF BIDDER

By__________________________
(Signature)

Title________________________

______________________________
NAME

______________________________
ADDRESS

______________________________
NAME

______________________________
ADDRESS

______________________________
NAME OF FIRM

______________________________
PARTNER
HAWAII PRODUCTS PREFERENCE

Pursuant to Sections 103-41, 42, 43, and 44, Hawaii Revised Statutes, providing preference for Hawaii Products, the bidder must complete properly the following form to enable the Department to determine the low bidder as required by said sections.

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Bidders utilizing any of the above listed approved Hawaii Products and who desire to claim preference must so indicate by completing the above form. However, the material cost (F.O.B. Jobsite) of all items listed will be indicated by ALL bidders regardless of whether preference is requested or not. Failure to complete the above from will be cause for rejection of the entire bid. The quantities tabulated are estimates only and are listed for the purpose of establishing a basis for which the preference percentage is to be applied.

For bid comparison purposes only, the total bid price for the entire contract for each bidder shall be determined in the following manner: An amount equal to the sum of each non-Hawaii product bid by a bidder multiplied by the preference percentage applicable to the particular bid item shall be added to the total bid price of each bidder proposing to furnish the non-Hawaii product to which Hawaii products preference is applicable. In the event all bidders propose to furnish non-Hawaii products for a bid item, preference is not applicable.

The lowest total bid, taking into consideration the above preference, shall be awarded the contract; but the contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of such preferences.
LISTING OF SUBCONTRACTORS

In compliance with the provisions of Section 103-29, Hawaii Revised Statutes, the bidder shall include in his bid the names of each person or firm to be engaged by the bidder as a joint contractor or subcontractor in the performance of the public work construction contract. The bid shall also indicate the nature and scope of the work to be performed by such joint contractor or subcontractor. All bids which do not comply with the requirements shall be rejected.

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SPECIAL PROVISIONS

The following special provisions and specifications modify and supplement the STANDARD FOR WATER SYSTEM, dated March 1965, as amended, of the Department of Water Supply, County of Hawaii, to render them applicable to this specific job. There are no deletions to the "STANDARDS" except those subsections which are specifically deleted or added by these special provisions and specifications, or those which obviously cannot apply to this project.
SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Add the following Subsection 103.6 WARRANTY to Section 103 Award and Execution of Contract:

103.6 - WARRANTY:

The successful bidder shall be responsible for any and all costs, expenses or charges arising out of any and all defects or faults by reason of defective or faulty materials or workmanship used in or upon the performance of the work covered under the contract by the successful bidder, its employees, servants, agents, or sub-agents during the process of said work and shall save harmless the Department of Water Supply from any and all loss or expense by reason of any and all claims, suits, or actions as aforesaid, or any costs, expenses, or charges connected therewith as aforesaid, whether said defects or defaults in the said work are known prior to the final acceptance of the said work, or discovered within the period of twelve (12) months thereafter or whether said claims, suits or actions are brought or prosecuted before or after the final acceptance of the said work and within the stated period thereafter.

SECTION 108 - PAYMENT

108.1 - PAYMENT:

Delete in its entirety the first sentence of the second paragraph of this section and replace it with the following.

Subject to the above, payment to the contractor shall be a sum equal to 95 percent (95%) of the approved monthly estimate(s) up to 50 percent (50%) completion of the project and 100 percent (100%) of the approved monthly estimate(s) thereafter, providing progress is satisfactory, less any moneys owed the Department by the contractor.
SECTION 109 - ENVIRONMENTAL PROTECTION

The contractor shall comply with the following requirements for pollution control in performing all construction activities:

109.1 - RUBBISH DISPOSAL:

A. No burning of debris and/or waste materials shall be permitted on the project site unless permitted by the Fire Department.

B. No burying of debris and/or waste materials, except for materials which are specifically indicated elsewhere in these specifications as suitable for backfill, shall be permitted on the project site.

C. All unusable debris and waste materials shall be hauled away to an appropriate off-site dump area. During loading operations, debris and waste materials shall be watered down to allay dust along pave residential areas when directed by the Engineer.

D. No dry sweeping shall be permitted in cleaning rubbish and fines which can become airborne from floors or other paved areas unless approved by the Engineer. Vacuuming, wet mopping or damp sweeping is acceptable.

E. Cleanup shall include the collection of all waste paper and wrapping materials, cans, bottles, construction waste materials and other objectionable materials, and removal as required. Frequency of cleanup shall coincide with rubbish producing events.

109.2 - DUST:

A. Dust shall be kept down at all times, including nonworking hours, weekends and holidays, by sprinkling water along residential areas. Dust control and sprinkling shall be considered as maintenance, and its cost shall be incidental to other items.

B. Wet cuttings will be required for cement masonry blocks, concrete and asphaltic concrete pavements in residential areas unless attachments are used with dry cutting equipment to capture the dust created thereby.

C. No unnecessary shaking of bags will be permitted where cement, mortar and plaster mixing is done in residential areas unless the dust therefrom can be confined.

SP-3
D. No dry power brooming will be allowed in residential areas. Vacuuming, wet mopping, set sweeping, or wet brooming may be used instead. Air blowing will be permitted only for cleaning erected forms prior to pouring.

109.3 - NOISE:

A. All internal combustion powered equipment shall have mufflers to minimize noise.

B. No blasting and use of explosives will be permitted without prior approval of the Engineer.

C. Pile driving operations shall be confined to the period between 7:00 a.m. and 5:30 p.m., Monday through Friday. Pile driving will not be permitted on weekends and legal State and Federal holidays.

109.4 - EROSION:

During interim grading operations, the grade shall be maintained so as to preclude any damages to adjoining property from water and eroding soil. Temporary berms, cutoff ditches, and other provisions which may be required because of the contractor's method of operation shall be installed at no cost to the Department. Drainage outlets and silting basins shall be constructed and maintained when requested by the Engineer.

109.5 - OTHERS:

A. Whenever trucks and/or vehicles leave the site and enter surrounding paved streets, the contractor shall prevent any material from being carried onto the pavement. Waste water shall not be discharged into existing streams, waterways, or drainage systems such as gutters and catch basins unless permitted by the Engineer or treated to comply with the Department of Health's water pollution regulations.

B. Trucks hauling debris shall be covered, as required, by PUC Regulations. Trucks hauling fine materials shall be covered.

C. No dumping of waste concrete will be permitted at the jobsite unless otherwise permitted by the Engineer.

D. Except for rinsing of the hopper and delivery chute and for wheel washing where required, concrete trucks shall not be cleaned on the jobsite unless it is washed at an appropriate place or as approved by the Engineer.
E. Except in an emergency, such as a mechanical breakdown, all vehicle fueling and maintenance shall be done in a designated area. A temporary berm shall be constructed around the area when runoff can cause problems. Oil pans shall be used to prevent seepage.

F. Spray painting will not be allowed near homes unless done by the "airless spray" process. Adjacent property shall be protected from any damages.

109.6 - SUSPENSION OF WORK:

Violation of any of the above requirements or any other pollution control requirements, which may be specified in the Technical Specifications herein, shall be cause for suspension of the work created such violation. No additional compensation shall be due the contractor for remedial measures to correct the offense. Also no extension of time will be granted for delays caused by such suspensions.

If no corrective action is taken by the contractor within 72 hours after a suspension is ordered by the Engineer, the Department reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the Department in taking such action from monies due the contractor.

SECTION 110 - ADJUSTMENT OF DISPUTES

All unresolved questions or controversies which may arise between the contractor and the owner, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the owner and the contractor who shall act as referee; and his decisions shall be final and conclusive upon both parties. Should the owner and the contractor be unable to agree upon a referee, a board of three (3) arbitrators shall be chosen: one by the owner, one by the contractor, and the third by the two so chosen; and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the contract neglects or fails for a period of ten (10) days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three (3) arbitrators had been selected. The referee or arbitrators shall decide which party shall pay the cost of referral or arbitration, and final payment to the contractor shall not be made until the full decision of the referee or arbitrators has been rendered.

SP-5
SECTION 301 - GENERAL CONSTRUCTION REQUIREMENTS

301.12 - MAINTENANCE OF TRAFFIC, PUBLIC CONVENIENCE AND SAFETY:

The contractor shall arrange his work to impose a minimum of inconvenience and danger to the public. Roads shall allow at least one-way traffic during working hours and two-way traffic during non-working hours.

The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices and shall take all necessary precautions for protection of the work and safety of the public.

The contractor shall bear all expenses of maintaining traffic, public convenience and safety over the section of the road undergoing improvement.

301.15 - OBSTRUCTIONS:

The contractor shall protect and hold harmless the Department of Water Supply and the Department of Public Works, County of Hawaii, from any and all claims or damages that may arise because of inconvenience, delay or loss experienced by him because of the presence of other contractors working within the project limits.

SECTION 500 - MECHANICAL

500.1 - GENERAL SCOPE:

The Contractor shall mobilize a driller's rig or adequate crane and furnish necessary labor, equipment and tools to remove the existing deep well pump assembly and all related and surrounding appurtenances such as the existing Motor Control Assembly, pump shed and other related equipment.

The Contractor shall assist the department in checking out the condition of the well and its water quality.

The Contractor shall coordinate all work with the Engineer.

500.2 - DESCRIPTION OF EQUIPMENT:

2. a. **Motor:**
   - General Electric
   - Frame: NEMA
   - Motor Weight: 2350 lbs.
   - Horsepower: 150
   - Volts: 2300 Volts A.C., 3 Phase, 60 Cycle
   - RPM: 1800

   b. **Pump:**
   - Unknown
   - Pump Length: 11.3"
   - Shaft Dia: 1-11/16"
   - Stages: 7
   - GPM: 1000
   - RPM: 1750
   - Total Weight of Pump including Base (Excluding Motor): 20750 lbs.

   c. **Column:**
   - 10-inch Column Pipe
   - 3-inch Oil Tube

   d. **Casing:**
   - 16-inch Diameter

   e. **Air Line:**
   - 1/4-inch Air Line
   - Total Length: 350.7'

3. **Well Setting:**
   - Concrete Base Elevation: 343.80'
   - Depth of Well: 505.0'
   - Water level: Elevation +9.86' (est)
   - Length of Well Casing: 352.0'
   - Overall Length of Column: 352.4'
   - Submergence: 16.7 ft.

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500.3 - DETAILED SPECIFICATIONS:

1. The driller's rig or crane shall be structurally sound, with adequate capacity to lift the combined total weight of the column assembly and motor-pump unit, and shall be properly shored to remove and replace the pump equipment.

2. Storage of the column assembly components and cable at the job site shall be orderly and an acceptable covering shall be provided if the materials are left out in the open field for more than two weeks. The Contractor shall coordinate work schedule and actual storage site with the Department of Water Supply personnel.

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3. The Contractor shall immediately notify the Department of Water Supply of any damaged sections. Inspection of the damaged motor and pump shall be made in the presence of the Department of Water Supply representatives.

4. At one (1) year guarantee for workmanship shall be included in the quotation for the basic work.

500.4 - COMPREHENSIVE PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall take out comprehensive personal injury and property damage liability insurance which protects the Contractor and all of his subcontractors from claims for damages to property and for personal injury which may arise from or be caused by the operations under the contract, whether the operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed either the Contractor or subcontractor. All insurance shall cover the Contractor for all work performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including traffic detour work or other work performed outside of the work area, and all change orders.

The insurance policies shall not contain any clause to the effect that the insurer is not liable on account of any accident out of work performed by subcontractors or their employees.

The Department of Water Supply, County of Hawaii, shall be named as an additional insured on each insurance policy and the Department of Water Supply shall be provided with the same extent of insurance coverage as that provided for the Contractor.

The comprehensive personal injury and property damage liability insurance shall have the following minimum limits of liability.

Bodily Injury Liability - $250,000 each person
- $500,000 each occurrence

Property Damage Liability - $100,000 each occurrence

The Contractor shall furnish the Department of Water Supply with one (1) copy of the certificate of said insurance prior to commencement of work.
500.5 - PAYMENT:

The contract price determined by the Contractor's quotations shall be full compensation for furnishing all equipment, materials, labor or incidentals to complete the work as identified herein. It shall be understood that under the Basic and Alternate Proposals, unforeseen or negotiable defective material shall be replaced under extra work after inspection except where unit prices were established in this bid proposal.

500.6 - INSTRUCTION TO BIDDERS:

These quotations shall be good for ninety (90) days from the opening date of the quotation until the awarding date. Because time is an important factor, the Department has the right to waive all quotations or to choose the contractor which deems best for the Department of Water Supply. It shall be understood that the Contractor shall make every effort to obtain materials to repair the pump at the earliest possible date. Failure to comply shall mean forfeiture of the quotation. The successful bidder shall be required to file a Performance Bond on the Basic Bid Price or Alternate Bid Price in accordance with Section 103-34, Hawaii Revised Statutes, which bond shall be furnished by a security company acceptable to the Department of Water Supply, County of Hawaii, to use suitable equipment, tools and procedures.
DIVISION OF WATER AND LAND DEVELOPMENT

FROM: [Signature]

DATE: 2-6-80

FILE IN:

TO: [Signature]

INITIAL:

PLEASE:

- See Me
- Take Action By
- Route to Your Branch
- Review & Comment
- Draft Reply By
- Acknowledge Receipt
- Xerox copies
- File

FOR INFORMATION:

- M. Tagomori
- T. Fujii
- H. Sakai
- H. Morimatsu
- A. Ching
- G. Morimoto
- G. Matsumoto
- P. Matsuo
- L. Asari
- D. Lum
- S. Samuels
- [Other names]

REMARKS:

Is this a provision job?

No, but funds in the
proviso may be used to
purchase all
purchase.
February 4, 1986

Mr. Manabu Tagomori  
Division of Water and Land Development  
P. O. Box 373  
Honolulu, HI 96809

ATTENTION: MR. DAN LUM

HALAULA WELL PROJECT  
JOB NO. 84-391A

We are submitting for your additional information the following:

1. Copy of Proposal and Special Provisions for subject project.
2. Location map
3. Copy of available data of the existing well. The chlorides measure approximately 43 ppm.

We have awarded this contract to Roscoe Moss Company. Notice to Proceed is February 10, 1986 and the completion date is May 11, 1986.

For any additional information, please feel free to contact Mr. Kenneth Ikemori or Mr. Gary Kawasaka of my staff.

H. William Sewake  
Manager

Encs.

cc - Mr. Kenneth Ikemori (ltr. only).

...Water brings progress...
Pertinent Data Kohala Well

Original B.M. on concrete floor of shack 343.00
Elevation top of concrete pump base 343.80
Depth to water below pump base (3/17/49) 336.00
Elevation of water 7.80
Depth of well 505.00
Diameter of casing 16
Length of casing 352.00
Total length column - Concrete base to end of suction 352.4
Length of pump 11.81
Submergence 16.71
Length of 1/4" air line 350.71
Diameter of pump column 10.44
Tube 3
Shaft 1 1/16
Total weight of pump, including base 20,750
Salt (22 Apr. 49) 2.5 Drains
Pumped at rate of 1200 - G.P.M. for 10 Minutes

Draw down 14

Notes: Considerable sand in water; draw down too great, accountable to not pumping against designed head. Due to shortage of electricity it was decided not to run extend test on draw down, etc., over extended period of time.
NORTH KOHALA
WATER DEVELOPMENT
1986–87 CIP REQUEST
DEPARTMENT OF WATER SUPPLY
COUNTY OF HAWAII
SCALE: 1 INCH = 2000 FEET
Division of Water and Land Development  
Department of Land and Natural Resources  
State of Hawaii  
P. O. Box 373  
Honolulu, Hawaii 96809

Attention: Mr. Robert T. Chuck, Manager-Chief Engineer

Gentlemen:

We enclose, for your files, a copy of the drill log of a well drilled and completed recently for Kohala Sugar Company, Hawi, Hawaii.

The well is designated by Kohala Sugar Company as Union Mill #2 and is located in Kohala, Hawaii.

Very truly yours,

ROSCOE MOSS COMPANY

Loran H. Runnells  
District Manager

LHR; hs  
Encl

cc: USGS - Data Soc
WELL CONTRACTORS

Union Mills

Log of Well No.: #2 Drilled for: Kohala Sugar Company
Of: Hawaii, Hawaii

Exact Location: Kohala, Hawaii

Mar 2, 1960

Driller must fill in report as work progresses and report must be complete for his successor.

Date of report: August 15, 1968

Driller: Samuel K. Leslie

Type and size: 28"