

BOARD OF WATER SUPPLY (BWS)
CONDITIONS FOR TRENCHING, EXCAVATION, AND BORING PERMITS

The undersigned, have read and understand all requirement/conditions as stated below:

| DATE | CONTRACTOR | PROJECT | Name(Print) of Officer or Co. Authorized Representative | SIGNATURE | PHONE |
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The Contractor/Agent/Caller, hereinafter referred to as the “Party,” understands, agrees and warrant that:

1. They will examine the site of the contemplated work to precisely locate all the Board of Water Supply facilities and pipelines.
2. All maps, prints, stakeouts, toning, and site indications furnished by the BWS are only approximations of the location of its facilities/pipelines and are furnished only for the convenience of the Party. The BWS makes no representation or warranty, either expressed or implied of their accuracy. The party shall have the sole responsibility to perform field verification, including hand-digging methods and shall not assume that where no lines are shown, that none exist.
3. Presence of an employee of the BWS to assist in locating facilities and pipelines shall not be deemed as a representation or warranty by the BWS as to the location of waterlines. The Party shall have sole responsibility for field verification, including hand-digging methods.
4. The Party is liable to the BWS for any and all damages to the BWS facilities and pipelines resulting from any actions taken by the Party or any of its subcontractors or independent contractors or employees of any of them. The Party shall hold BWS harmless from all claims and demands for injuries to persons or property resulting from or arising from out of any actions of the Party.
5. **For toning, call Hawaii One Call Center at 1-866-423-7287 24 hours a day, 7 days a week, 365 days a year, 5 (MINIMUM) working days in advance.**
6. The Party must maintain the toning marks until the end of the project as toning service will be provided only once per project.
7. If the Party refuses to accept conditions of this permit then toning will not be provided.
8. The Party is responsible to provide all necessary traffic control to ensure a safe environment for toning.
9. The Party shall pay the BWS for any overtime cost incurred for toning performed by BWS employees.
10. The Party will maintain and adjust utility alignment to provide 3-foot minimum horizontal clearance and 12-inches vertical clearance from all water mains, and 5-foot minimum horizontal clearance and 12-inches vertical clearance from all structures larger than 16 inches at no cost to the BWS.