

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS

ADDENDUM NO. 1

for

MAINTENANCE, TESTING AND INSPECTION OF ELEVATORS AT HARANO TUNNEL,
INTERSTATE ROUTE H-3 FREEWAY
ISLAND OF OAHU
PROJECT NO. HWY-OT-2023-10

The following amendments shall be made to the Bid Documents:

A. SPECIFICATIONS

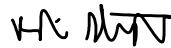
- i. Replace Section 10 – Maintenance, Test and Inspection of Elevators dated 1/09/2023 with attached revised Section 10 – Maintenance, Test and Inspection of Elevators dated r4/12/23.

The following is provided for information:

B. PRE-BID MEETING

- i. Attached are the April 6, 2023 pre-bid meeting agenda, minutes and sign in sheet for your information.

Please acknowledge receipt of this Addendum No.1 by recording the date of its receipt in the space provided on page PF-4 of the Proposal.



ROBIN K. SHISHIDO
Highways Deputy Director

SECTION 10 – MAINTENANCE, TEST AND INSPECTION OF ELEVATORS

10.1 DESCRIPTION

The Contractor shall, upon request by the State or his representative(s), furnish labor, materials and equipment to maintain, test and inspect elevators at the Harano Tunnel Facility, Interstate Route H-3 Freeway, per the specifications outlined herein.

10.2 QUALIFICATIONS OF BIDDERS

Contractors may be asked to provide documentation of licenses, certificates and other required documents listed in the subsections below. The applicable requested documents in Section 10.2(G) shall be received by the Project Manager no later than seven (7) working days from the date of receipt of the written request from the State. Failure to submit requested documents may result in the rejection of bid or termination of contract by the Department of Transportation.

Attention is directed to the provisions of Chapter 444, Contractors, of the Hawaii Revised Statutes, regarding the licensing of contractors in the State.

(A) Contractor Qualification

1. **License.** At the date of bidding, possess a valid State of Hawaii Specialty Contractor's C-16, Elevator Contractor License.
 - a. **Statement of Capabilities.** In the spaces provided in the Statement of Capabilities, the Contractor shall provide the following information and document.
 - i. Copy of the specified license, and
2. **Work Experience.** At the date of bidding, the Contractor shall have a minimum of five (5) consecutive years of Hawaii Specialty Contractor's C-16, Elevator Contractor License experience in the field of elevator maintenance, testing and inspection services performing on similar jobs required of this project.
 - a. **Statement of Capabilities.** In the spaces provided in the Statement of Capabilities, the Contractor shall provide the following information:
 - i. Number of years of experience, as applicable, and
3. **Documentation of Work Experience.** Produce a list of similar projects to substantiate the Contractor's experience. List shall contain a minimum of three (3) different elevator maintenance, test and inspection projects to include name of company that you worked with or you are currently working with, point

of contact, phone number, description of elevator maintenance, test and inspection work performed and cost of project. The minimum of three (3) different elevator maintenance, testing and inspection projects experience shall be positive on performance evaluation by the respective agency.

4. The Contractor shall possess the required business and tax license to conduct business in the State of Hawaii.
5. At the date of bidding, have all required equipment (e.g., handheld tools, **specialized test equipment**, maintenance support vehicles, etc.) necessary to perform all the maintenance procedures specified in this document. Non possession of these specialized pieces of test equipment shall be considered "prima facie" evidence that the prospective bidder does not have the recent experience required.
 - a. Required equipment may be owned or leased. To show availability of equipment, the bidder shall complete the State of Capabilities form or submit a separate list of owned and/or leased equipment.
 - b. Bidders who are currently renting equipment shall submit a copy of rental agreements during the pre-start meeting.
 - c. The following are required on all equipment/vehicles, as applicable:
 - i. Contractor's vehicles shall have Contractor's company name and/or logo displayed on doors or side panels and shall be in letters large enough to be easily legible from a distance of one hundred (100) feet. Magnetic signs bearing the contractor's company name/logo are acceptable. Cost for the logo/contractor's company name shall be considered as incidental cost of maintaining, testing and inspecting elevators.
 - ii. All vehicles shall be kept in good condition and appearance.
 - iii. Shall meet all State and County licensing and registration and safety requirements and shall be equipped properly in accordance with City, State, Federal and OSHA requirements.
 - iv. The Contractor shall obtain insurance coverages as specified by Section 7.9 Insurance.
 - v. Operation of all equipment shall be in accordance with all applicable OSHA, other Federal, State, and local regulations and laws and the equipment operator's manual.

(B) Contractor's Personnel Qualification.

The Contractor shall determine the number of trained/certified staff/licensed/registered personnel that he/she is going to employ to satisfactorily perform all tasks and fulfill all the safety requirements of the contract documents but shall employ the minimum number of personnel as specified below. For continuity purposes, the Contractor shall assign and maintain the same mechanic to this contract throughout the term of the contract.

The Contractor shall be a licensed Elevator Mechanic or shall employ a licensed Elevator Mechanic with the following requirements:

1. Elevator Mechanic.

- a. **License.** At the date of bidding, possess a valid State of Hawaii Elevator Mechanic License; and
- b. **Work Experience.** At the date of bidding, a minimum of:
 - i. Five (5) continuous years of State of Hawaii Elevator Mechanic License **experience** in the field of elevator maintenance, test and inspection services on similar type of equipment **and** performing on similar jobs required of this project. This mechanic shall have a previous experience with solid-state logic equipment.
- c. In the space provided in the Statement of Capabilities form, the Contractor shall provide the following information:
 - i. Name of Elevator Mechanic,
 - ii. State of Hawaii Elevator Mechanic License number,
 - iii. Description of work experience like the scope of this contract,
 - iv. Copy of Elevator Mechanic license,
 - v. Years of experience as of bid opening date.
- d. Should employment of the subject Elevator Mechanic cease during the contract, the Contractor shall have ten (10) interim workdays to find an equally qualified replacement and the timely presentation of proof of qualification to the Highways, Oahu District - Engineer. Failure to cooperate forthwith could result in contract cancellation.

2. Elevator Mechanic Apprentice or helper mechanic(s). The Elevator Mechanic Apprentice shall have the following requirements:

- a. **Registration.** At the date of bidding, possesses a valid registration as an Elevator Mechanic Apprentice by the Elevator Mechanic Licensing Board,

Professional and Vocational Licensing Board, Department of Commerce and Consume Affairs, State of Hawaii or an equivalent Licensing Board.

- b. **Work Experience.** At the date of bidding, a minimum of one (1) continuous years' **experience** in the field of elevator maintenance, testing and inspection services to equipment like what are listed in the appendices.

Elevator Mechanic Apprentice or helper mechanic(s) shall be used only and work under the direct supervision of a licensed **Elevator Mechanic** as specified.

- c. If the Contractor intends to use Elevator Mechanic Apprentice or helper mechanic(s), in the spaces provided in the Statement of Capabilities, the Contractor shall provide the following information:
- i. **Elevator Mechanic Apprentice or helper mechanic(s),**
 - ii. Description of work experience like the scope of this contract,
 - iii. Years of experience as of bid opening date.

(C) Supplementary Contractor Personnel Requirements

1. Uniforms. Contractor employees on the job site shall be easily identified as Contractor's employees by wearing a shirt, T-shirt or coverall with the company name or logo. Contractor's employees shall present a neat and clean appearance always. One color and style of uniform shirt shall be selected which shall be worn by all Contractor personnel. Cost of employee's uniform (shirt, T-shirt or coverall) shall be incidental to the unit price of maintaining, testing and inspecting elevators.
2. Locker Facilities and Appearance. No locker or dressing areas will be provided. The Contractor's personnel shall proceed to work properly dressed and presentable.
3. Conduct of personnel. The Contractor shall prohibit his personnel from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for State-government use. The Contractor and his employees are prohibited from smoking in any State-government building. Smoking shall be permitted only in designated outside smoking areas.
4. Two-way radios or cell phones. The Contractor's operations on, over, and/or immediately adjacent to the Interstate Route H-3 shall require the use of two-way radios or cell phones.

(D) Availability

1. The Contractor shall furnish the State with telephone numbers of the place of business on the Island of Oahu where the Engineer or a designate can call an Elevator Mechanic, either by voice or text, every calendar day of the year to perform work under this contract.
2. Personnel assigned to this job shall be available to respond to service calls within the parameters of these specifications.

(E) Ability to Communicate. Contractor personnel shall be able to speak and understand the English language and be able to communicate sufficiently to perform their assigned work. Contractor personnel shall be able to read, understand written materials such as manuals regulations, instructions, and others that personnel will be required to use in the performance of their assigned work.

(F) Falsification of personnel qualifications, inability to successfully perform the work, or excessively high turnover of personnel assigned to this work, shall constitute a major breach of this contract.

(G) The bidder shall submit the following documents, as applicable, at the specified Schedule of Submitting Required Documents below:

1. Statement of Capabilities.
 - a. The Statement of Capabilities is a questionnaire regarding the bidder's qualifications.
 - b. The Statement of Capabilities form is not physically included in these bid specifications but will be provided by mail to the bidders, **starting with the lowest bidder**, along with the written request.
 - c. The bidder shall “complete” and sign this document. “Complete” shall mean providing all the requested information, except items marked optional. **Do not leave anything blank.**
2. Copy of the valid State of Hawaii Specialty Contractor's C-16, Elevator Contractor License.
3. Copy of the valid State of Hawaii Elevator Mechanic License.
4. Copy of the valid State of Hawaii Elevator Mechanic Apprentice registration.

(H) Schedule of Submitting Required Documents.

1. **Submit prior to award.** The completed Statement of Capabilities and requested documents as specified above, as applicable, shall be received by the Project Manager no later than seven (7) working days from the date of receipt of the written request from the State. The Statement of Capabilities shall be mailed or emailed, starting with the lowest bidder.

(I) **Failure to submit required or requested documentation may result in bid rejection of bid or termination of contract by the Department.**

10.3 INSPECTION OF DETAILED PLANS & EQUIPMENT DATA

Construction plans for elevator equipment installed at the Harano Tunnel Facility will be available for inspection at the Traffic Operations Center located on the second floor, Harano Tunnel, Interstate Route H-3 Freeway. They may be inspected from the first day of advertising for bids up to and including the day of bid opening. Limited manufacturer's catalog cuts and maintenance manuals are available for review by the Contractor. Bidders are advised to make an appointment by calling the phone number of the Point of Contact.

10.4 SCOPE OF WORK

(A) **Routine/Preventive Maintenance and Inspection Services.**

1. The Contractor, as a minimum, perform the maintenance tasks at the specified frequency as listed in Appendix A Routine/Preventative Maintenance and Inspection Tasks, Frequency, Checklist and Report, to all the elevator equipment as listed in Appendix B Equipment List, and in accordance with Appendix C Technical Requirements.

Each elevator listed in Appendix B Equipment List, shall be inspected at a minimum of one (1) hour each month.

2. If any procedure in these specifications is found to contradict any manufacturers' recommendation contained in the "Operations and Maintenance Manual", the Contractor shall immediately bring such contradiction to the State who shall determine which of the procedures shall be followed.
3. All routine/preventive maintenance and inspection work shall be completed within seven (7) working days of the scheduled maintenance date and shall be performed during regular working hours.

4. Routine/Preventive maintenance and inspection work shall be accomplished at the following schedule:

Required maintenance tasks	Required completion month
Quarterly	During the months of January, April, July and October
Semiannual	During the months of January and July
Annual	During the month of April

5. Any shut down of any elevator necessary for servicing shall be coordinated with the State.
6. All work performed by the Contractor shall be subject to random periodic inspection and approval by representatives of the Highways, State of Hawaii.
- Inspections may include a third-party representative that is selected and/or approved by the State. The inspection shall be negotiated and paid by **Bid Item No. 13 Miscellaneous Work**. All deficiencies shall be corrected promptly at no additional cost to the State, **except** for safety deficiencies or damage to the elevators caused by the safety test under Mandated Performance Tests.
7. The State may add more equipment during the term of this contract. Cost and payment for maintaining additional equipment shall be paid by **Bid Item No. 13 Miscellaneous Work**.
8. Report any evidence of corrosion and provide recommendation for abatement. Refer to Appendix A Routine/Preventive Maintenance and Inspection Tasks, Frequency, Checklist and Report, for this required task.
9. **Technical requirements.** Refer to Appendix C Technical Requirements.
10. Payments to the Contractor for Routine/Preventive Maintenance and Inspection service shall be paid by **Bid Item Nos. 1 through 8**.
11. **Liquidated Damages.** Refer to Section 10.4(A) Routine/Preventive Maintenance and Inspection Services for the liquidated damages that the State shall be assessing the Contractor for failure to provide satisfactory and timely Routine/preventive Maintenance and Inspection service.

(B) Trouble Calls

In case of failure or malfunction of any of the elevators covered by this contract for any cause, the Contractor is subject to be called by the State.

The Contractor shall have adequate personnel, supervisors and equipment necessary to **perform normal** and off hours trouble calls.

1. **Trouble Calls due to wear and tear.** Trouble call work due to wear and tear as defined in this contract shall mean trouble call work as a result of wear and tear on the equipment through normal use for which the equipment has been designed.

a. Trouble Calls due to wear and tear during Regular Working Hours.

1. The Contractor shall respond within one (1) hour to the job site. The Contractor shall be charged liquidated damages as specified in Section 8.6.b Trouble Calls, if the Contractor fails to respond within the specified time.
2. Labor costs for normal trouble calls incurred during regular working hours shall be in accordance with Appendix C Technical Requirements, Section 3. Hours of Work, and paid by **Bid Item No. 9 and/or 9a.**

No additional payment will be made by the State.

b. Trouble Calls due to wear and tear during Off-Hours. The term “off-hours” as used in these specifications shall mean 12:01 A.M. to 6:45 A.M. and 3:15 P.M. to midnight, Monday through Friday, all hours on Saturdays, Sundays, and State holidays.

1. The Contractor shall respond within four (4) hours to the job site. The Contractor shall be charged liquidated damages as specified in Section 8.6.b Trouble Calls if the Contractor fails to respond within the specified time.
2. Labor costs incurred during Off-Hours shall be paid in accordance with Appendix C Technical Requirements, Section 3. Hours of Work, and paid by **Bid Item No. 10 Trouble Calls During Off-Hours.**

2. **Trouble Calls which the State determines to have been caused by vandalism, acts of nature, power outage or miscellaneous work.** The number of personnel used to perform work on trouble calls by the Contractor shall be fully justified and approved by the State before starting the work.

a. Trouble Calls which the State determines to have been caused by vandalism, acts of nature, power outage or miscellaneous work during Regular Working Hours.

1. The Contractor shall respond within one (1) hour to the job site. The Contractor shall be charged liquidated damages as specified in Section 8.6.b Trouble Calls, if the Contractor fails to respond within the specified time.
2. Trouble calls which the State determines to have been caused by vandalism, acts of nature natural disaster, power outage or miscellaneous work during regular working hours shall be paid for based on the hourly unit bid price in accordance with Section 10.19(A)3 and/or 10.19(A)4.
3. Time spent at the job site to complete the work during regular working hours shall be taken to the closest one-quarter (1/4) of an hour and any fraction of a one-quarter (1/4) of an hour shall be considered a full one-quarter (1/4) of an hour.
4. In order for the Contractor to receive payment, all Trouble Call Report during regular working hours shall be certified and signed by the State.

b. Trouble Calls which the State determines to have been caused by vandalism, acts of nature, power outage or miscellaneous work during Off-Hours. The term “off-hours” as used in these specifications shall mean 12:01 A.M. to 6:45 A.M. and 3:15 P.M. to midnight, Monday through Friday, all hours on Saturdays, Sundays, and State holidays.

1. The Contractor shall respond within one (1) hour to the job site. The Contractor shall be charged liquidated damages as specified in Section 8.6.b Trouble Calls, if the Contractor fails to respond within the specified time.
2. The off-hours hourly rate of pay shall be based on the hourly bid rate of the Contractor’s proposal for regular working hours plus fifty percent (50%) of the Contractor’s hourly bid rate. Work performed during off hours and shall be paid by **Bid Item No. 9 Trouble Calls caused by vandalism, acts of nature, power outage or miscellaneous work only**, regular working hours per man-hour, Elevator Mechanic, and/or **Bid Item No. 9a Trouble Calls caused by vandalism, acts of nature, power outage or miscellaneous work only**, regular working hours per man-hour, Elevator Mechanic Apprentice or helper.
3. Time spent at the job site to complete the work during off-hours shall be taken to the closest one-quarter (1/4) of an hour and any fraction of a one-quarter (1/4) of an hour shall be considered a full

one-quarter (1/4) of an hour. In any event, the Contractor shall receive a minimum of one (1) hour of pay even if the work is completed in less than one (1) hour.

4. Labor costs initiated during working off-hours and finished during working hours shall be paid accordingly. That is, off-hours hourly rate shall only apply to work performed during off-hours, and regular working hours hourly rate shall apply to work performed during regular working hour.
 5. In order for the Contractor to receive payment, all off-hour Trouble Call Report shall be certified and signed by the State or his authorized representative.
 6. Off-hours hourly rate of pay shall be full compensation for furnishing technical expertise, labor, etc. as specified in Section 10.19 Basis of Payment, necessary to complete the work.
3. Trouble Calls for “trapped” elevator riders. Trouble Calls for “trapped” elevator riders shall be performed during Regular Working Hours and Off-Hours.
- a. The Contractor shall respond within one (1) hour to the job site. The Contractor shall be charged liquidated damages as specified in Section 8.6.b Trouble Calls, if the Contractor fails to respond within the specified time.
 - b. Labor costs incurred during Regular Working Hours and Off-Hours for “trapped” elevator riders shall be in accordance Sections 10.4(B)1.a.2 and 10.4(B)1.b.2, respectively of this section.

(C) Maintenance Log and Reports.

1. **Maintenance Log.**
 - a. The Contractor shall provide a maintenance record log to be approved by the State.
 - b. The Maintenance Log Book shall be in each elevator machine room no later than three (3) days after the issuance of the contract's Notice to Proceed letter.
 - c. The Maintenance Log Book shall at least include the following:
 - i. the date, hours and time,
 - ii. repair status for these items,

- iii. name of elevator mechanic,
- iv. description of maintenance tasks completed by them and/or,
- v. description of examinations, tests, adjustments, and replacement and/or,
- vi. description of trouble calls,
- vii. malfunctions and corrective actions taken on the equipment,
- viii. existing deficiencies, which are the responsibility of the Contractor and,
- ix. name of Contractor performing the maintenance, examination, test, adjustments, or parts replacement.

- d. The Maintenance Log shall be cumulative and ongoing throughout the term of the contract. All Log entries shall be made immediately after performance of each Routine/preventive Maintenance and Inspection Tasks and/or Trouble call.

2. **Work Schedule and Parts Requirements.**

- a. The Contractor shall prepare a schedule to satisfy the prescribed schedule in the Operations and Maintenance Manual of each elevator covered in this contract and submits to the State as specified under in Item No.5, Section 10.14 Submittal/Reports Summary.
- b. The Schedule shall be submitted within seven (7) calendar days after the issuance of the Notice to Proceed.

3. **Routine/preventive Maintenance and Inspection Tasks, Frequency, Checklist and Report.** Refer to Appendix A Routine/Preventive Maintenance and Inspection Tasks, Frequency, Checklist and Report. Other formats shall be presented to the State for approval.

- a. The Contractor shall present this Report to the Engineer or an authorized representative (e.g., Tunnel Operations Center operators or Office Assistant, etc.) on a weekly basis.

4. **Trouble Call Report.** This report shall include elevator number, elevator location, elevator type (traction, etc.), response date, time of arrival, name of person submitting the trouble call, time duration needed to complete corrective action, detailed description of problem, detailed corrective action and materials/parts and/or equipment required to repair elevator. Refer to Appendix D, Sample – Trouble Call Report. Other formats shall be presented to the State for approval.

- a. The Contractor shall present this Report to the Engineer or an authorized representative (e.g., Tunnel Operations Center operators or Office Assistant, etc.) at the end of each day or each job whichever comes first.
5. **Elevator Shutdown Report.** This report shall include elevator number, elevator location, elevator type (traction, etc.), detailed description of the problem(s), parts order and delivery status, estimated date of completion, actual date of completion. Refer to Appendix D1, Sample – Equipment Shutdown Report.
- a. The Contractor shall present this Report to the Engineer or an authorized representative (e.g., Tunnel Operations Center operators or Office Assistant, etc.) immediately.
6. **Parts Status Report**
- a. The Contractor shall present this Report to the Engineer or an authorized representative (e.g., Tunnel Operations Center operators or Office Assistant, etc.) on a weekly basis when a part or parts are awaiting to be received for installation.
 - b. Parts Status Report maybe a printout that are generated from the parts website. Information may include part item number, part description, quantity, tracking number order number, order date, order status, shipping address, and other.

(D) Mandated Performance Tests

1. Refer to Appendix C Technical Requirements, Section 10 Mandated Performance Tests.
2. Payments to the Contractor for performing Mandated Performance Tests services shall be in accordance with Section 10.19(A)2 of these specifications.

(E) Replacement Parts

1. **Maintenance/Replacement Parts which are worn through normal wear and tear.**
 - a. “Minor Maintenance/Replacement Parts” shall mean the cost of the job is equal to or less than \$2,000.00.
 - b. Minor maintenance requiring replacement of minor parts and does not pose a threat to public safety will require written approval from the State prior to commencing with the work.

- c. When approved by the State, the Contractor shall be reimbursed for the cost of labor and the new part(s) excluding taxes but including shipping charges, plus 20% for overhead, profit, taxes and other incidental expense. Labor cost shall be paid by **Bid Item No.9, 9a and/or 10**.

Cost for parts shall be paid by **Bid item No. 12 Replacement Parts**.

- d. No additional payment will be made by the State.

2. Major Maintenance/Replacement Parts

- a. “Major Maintenance/Replacement Parts” shall mean the cost of the job exceeds \$2,000.00.
- b. The Contractor is not authorized to commence on any job exceeding \$2,000.00 without written authorization from the State. The Contract shall immediately notify the State when a job is required or planned. The Contractor shall submit a written cost estimate for labor, materials and/or equipment to the State as expeditiously as possible for approval. The State reserves the right to solicit competitive bids and have work done by the lowest bidder.

- c. See Section 10.4(E)1.c and d.

3. Parts that were damaged and rendered useless by vandalism or acts of nature, power outage or miscellaneous work.

- a. Replace parts that were damaged and rendered useless by vandalism or acts of nature, power outage or miscellaneous work.
- b. Replacements shall be determined and approved by the State.
- c. See Section 10.4(E)1.c and d.

4. Original manufacturer's parts or equivalent will be used for all replacement parts.

5. Only parts that are new, correctly designed and meet the requirements of the manufacturer's specification shall be used by the Contractor.

- a. The Contractor shall maintain an inventory of parts so that no work or breakdown will require more than forty-eight (48) hours to be corrected.
- b. If any elevator is shut down for work that requires more than forty-eight (48) hours due to lack of any part, the Contractor shall be charged liquidated damages as specified in Section 8.6 Liquidated

Damages. An explanation report with substantiating evidence shall be filed by the State.

- c. Work requiring parts that need to be special ordered shall **be completed within three (3) weeks** of the initial shutdown unless an exception has been issued by the State. Any exception to the specific repair schedule shall be secured from the State **prior** to the initial shutdown period ends. If the shutdown exceeds three (3) weeks from the initial shutdown or the specific time as specified by the exception, the Contractor shall be charged liquidated damages as specified in Section 8.6.c Shutdowns. An explanation report with substantiating evidence shall be filed by the State.
6. Due care will be exercised to prevent physical damage to the elevator.
7. The Contractor shall submit a list of parts ordered but not received within thirty (30) days and explain in writing what parts are not received on the first day of each month. Refer to Section 10.4(C)6 Parts Status Report for the required report.

(F) Spare Parts

1. Original manufacturer's parts or equivalent will be used for all replacement parts.
2. The State may request the Contractor to stock and maintain spare parts as requested by the State for a dollar value not to exceed the allowance amount in **Bid Item No. 12 Replacement Parts**. The spare parts shall be in stock and made available within thirty (30) calendar days after receipt of the written request from the State or approval from the Engineer due to circumstances beyond the control of the Contractor (e.g., shipping delay, availability from the manufacturer, etc.).
3. The State will purchase the remaining spare parts from the Contractor at the completion of this project and shall be paid by **Bid Item No. 12 Replacement Parts**.

(G) Technical Support Services

1. In order for the Contractor to properly comply with the requirements of this contract, the Contractor shall have the option to secure the Technical Hardware and/or manufacturer's representative service(s) upon approval from the State. The State may also request the contractor to obtain these services.
2. Technical Support Services shall include but not limited to manufacturer or dealer services in the test or repair of elevators, software, communication devices, and other components.

The request shall include the existing condition of the elevator and the Contractor's recommendation as to the necessity for technical support services.

3. Any Manufacturer's representative technical support service, if elected to be used by the Contractor, shall be secured for the term of this maintenance contract and all renewals.
4. Technical support services shall be paid by **Bid Item No. 11 Technical Support Services**. Manufacturer's technical support services within the warranty period of elevator shall not be paid for separately but is considered incidental to the purchase of the said elevator or equipment.

(H) Miscellaneous Work. The State may request the Contractor to provide discretionary services that include the following:

1. The State may add elevator equipment for maintenance to this contract in the future.
2. Upgrades. Upgrade work requires authorization by the State.
3. Corrosion abatement.
4. Third Party Inspections/Technical Expert, selected and/or approved by the State and acting as the State's representative during random periodic inspections at the direction of the State.
5. In order for the Contractor to commence performance of all miscellaneous work, a Notice to Proceed letter shall be issued by the State. Refer to Appendix D3 Sample – Notice to Proceed Letter for Miscellaneous Work.
6. At the date of bid opening, six (6) of the thirteen (13) elevators are non-operational. The contractor shall perform an assessment prior to maintenance of the non-operational elevators with an estimated price of the repair work. After approval of the repair work by the State, the contractor shall complete all repair work within thirty (30) calendar days so the six (6) down elevators are operational. The State may grant an extension but if deemed unwarranted, the contractor shall be subject to Liquidated Damages in accordance with section 8.6. This miscellaneous work will be paid for under Bid Item No. 13 Miscellaneous Work.
7. If approved by the State, cost and payment for miscellaneous work shall be in accordance with Section 10.19(B) Miscellaneous Work, of these specifications.

10.5 RESPONSIBILITY OF THE STATE (DOT – HIGHWAYS – OT)

The State shall be responsible for repairing/replacing car enclosures (including but not limited to wall panels, door panels, car gates, plenum chambers, hung ceiling, handrails, mirrors, subflooring and floor covering, non-emergency lighting relative to light diffusers, light tubes and bulbs); rail alignment (when affected by building compression or shifting), hoistway enclosures, hoistway gates, hoistway inserts and brackets, main line disconnect switches, door, door frames, sills, swing door hinges and closing devices, hydraulic cylinders, plungers, underground jacks, sump pumps and buried piping.

Also, the State shall be responsible for all computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system, telephones, intercoms, heat or smoke sensors or communications or safety signaling equipment not installed by the manufacturer.

Furthermore, the State shall be responsible for replacements, renewals or repairs necessitated by reason of any cause other than ordinary wear and tear, including but not limited to fire, explosion, theft, floods, water, weather, earthquake, misuse, abuse, malicious mischief or repairs by other.

10.6 INSPECTION AND CORRECTION OF DEFECTS

All materials furnished and services performed by the Contractor under this contract shall be subject to inspection and test by the State to the extent practicable at all times (including the period of performance) and places, and in any event prior to the acceptance. All inspections and tests required by the State shall be performed in such a manner that will not unduly delay or interrupt the Contractor's work. At any time during the performance of this contract, but no later than six months after acceptance of the services or materials incorporated in accordance with the requirements of this contract, the State may require the Contractor to remedy by correction or replacement, any services or materials which have failed to comply with the requirements of this contract.

10.7 WARRANTIES

(A) Commercial Warranties

1. The Contractor shall be responsible for exercising all manufacturers' commercial warranties on State elevator and/or equipment parts and systems under this contract. The Contractor shall report to the State any difficulty in exercising manufacturer warranties and request assistance when necessary. The State will provide existing copies of warranties, as applicable; to the Contractor prior to the contract notice to proceed date.
2. The Contractor shall maintain a file of the original warranties on new elevator and/or equipment installed and maintains a list of manufacturer's telephone

numbers and points of contact for all warranted elevator and/or equipment. A copy of this list shall be provided to the State thirty (30) days after the notice to proceed date and whenever new elevator and/or equipment is added or old warranties expire. This file shall be turned over to the State upon completion or termination of this contract. These warranties shall list the "State of Hawaii, Department of Transportation" as the elevator and/or equipment owner.

3. State-government elevator and/or equipment installed by the Contractor that fails within a warranty period due to Contractor's poor workmanship, or by not following the manufacturer's installation, operation and/or maintenance instructions shall be replaced or repaired at the Contractor's expense.
4. Labor warranty shall be a full thirty (30) calendar days on all items of elevator and/or equipment provided by the Contractor which period shall commence upon completion and acceptance by the State.

(B) Warranted Equipment

1. Warranted elevator and/or equipment and component parts shall not be repaired, removed or replaced by the Contractor while under warranty by the manufacturer or by the installer.
2. All defects in workmanship or material, defective parts or improper installation found by the Contractor shall be reported in writing to the State. The Contractor shall have the knowledge of the elevator and/or equipment and component that are covered by the original warranty and the duration of the warranty.
3. The Contractor shall perform all routine/preventive maintenance and inspection as prescribed by the manufacturer.

10.8 ADVISORY SERVICES AND SUBCONTRACTORS

All advisory services by a foreman or any other Contractor's personnel to the elevator mechanic in performing their work shall be considered as incidental cost to the Contractor's hourly bid rate for regular working hour's trouble calls. No separate payment shall be made, therefore.

All specifications and hourly bid rates under this contract shall be applicable to subcontractor(s) should their services be required.

10.9 MISCELLANEOUS REQUIREMENTS

- (A) The Contractor shall clean respective areas after maintenance, repair, inspection and/or testing operations. Materials and equipment brought in by the Contractor for servicing shall be removed by contractor when work is completed. Elevator and/or equipment that

were serviced shall be wiped down and free of oil, grease, dirt and handprints upon completion of service.

- (B) Close doors and turn off lights upon work completion in rooms where services were performed, as applicable.
- (C) Immediately report hazardous conditions, fires and items that requires repair to the State.
- (D) The Contractor shall be held accountable for any damage caused to building surfaces, fixtures, pavements or other features resulting from work for this project. Property damaged by action of the Contractor or his employees shall be replaced or repaired to the satisfaction of the State at the Contractor's expense.

10.10 MATERIALS, SUPPLIES, EQUIPMENT, FACILITIES AND UTILITIES

- (A) Contractor-Furnished Supplies, Material and Equipment.
 - 1. The Contractor shall furnish all necessary supplies, materials, tools and equipment (i.e., specialized test equipment, etc.)
 - 2. Materials furnished by the Contractor shall be of quality to conform to these specifications.
 - 3. Two-way radios or cell phones. The Contractor's operations on, over, and/or immediately adjacent to the Interstate Route H-3 shall require the use of two-way radios or cell phones.
- (B) State-Furnished Supplies, Material and Equipment, Facilities and Utilities.
 - 1. The State will provide elevator power at existing outlets for the Contractor to operate such equipment as necessary in the performance of his/her work.
 - 2. Water, limited to the normal water supply provided in the building, is also available for the Contractor' use. Storage area may be available for use at the Harano Tunnel Facility based on space availability.
 - 3. Keys will not be issued to the Contractor. The State will be responsible for providing access to the contractor to perform contract work. The Contractor shall obtain access through the State.

10.11 COORDINATION OF WORK

- (A) All work under this contract shall be coordinated with the State. Contact information is as follows:

<p>Engineer Mr. Mike Medeiros District Engineer (DE) – Oahu District Phone: 808-831-6700 x128 Fax: 808-831-6725 Email: mike.medeiros@hawaii.gov</p>	<p>Authorized Representative of the DE Mr. Gerald Pang Tunnel Section Head – Oahu District Phone: 808-485-6208 Fax: 808-485-6270 Email: gerald.pang@hawaii.gov</p>
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- (B) Whenever any work is performed at the Harano Tunnel Facility, the Contractor or his employees shall sign in and sign out at the facilities security office.

10.12 HOURS OF OPERATION

- (A) Regular Working Hours. All routine, preventive, maintenance and inspection work shall be performed during “regular working hours” The term “regular working hours” as used in this specification shall mean 6:45 A.M. to 3: 15 P.M, Hawaii Standard Time (HST), during working days.
- (B) Inclement Weather Schedule. The Contractor shall provide services in all weather conditions unless there is a warning during hurricane, tsunami, or flash flood one (1) condition. Maintenance operations shall resume to normal within twenty-four (24) hours after the threat has terminated and roads have been cleared.
- (C) Hurricane Condition/Tsunami/Flash Flood Warning. Hurricane season occurs during the period of June 1st through November 30th of each year. Should the State Civil Defense issues Hurricane, Tsunami or Flash Flood Warning, the State shall immediately notify the Contractor.

10.13 SAFETY

- (A) Safety Concerns
1. The Contractor shall observe safety concerns in Section 7.10 Public Convenience and Safety, to the fullest during performance of work. Most of the maintenance work is in and around, to include but not limited to, energized elevators, chemicals and vehicular hazards.
 2. The Contractor and his/her employees shall exercise due care in performing any work. The Contractor and his/her employees maybe subject, to include but not limited to slip, trip, fall, vehicular hazards, chemical hazards, noise hazards, elevator hazards and other workplace hazards. The Contractor shall maintain an aggressive safety program. Refer to Section 10.14 Submittals/Reports Summary and Section 10.13(C) Safety Plan for the required Safety Plan.
 3. If applicable, the Contractor shall provide, erect and maintain all applicable and necessary barricades, danger signals, flags, ropes, stanchions or other safety

warning and control devices to identify work areas and ensure the safety of bystanders or passerby.

4. All Contractor's methods and practices shall be in accordance with the manufacturers' Operations and Maintenance Manual, National ELEVATOR Code (NEC), U.S. Department of Labor (DOL), Occupational Safety and Health Standards (OSHA), the Environmental Protection Agency (EPA), health standards and health programs required by the Hawaii Administrative Rules § 12-110 and Hawaii Revised Statutes § 396, and other agencies as specified by Section 7.10 Public Convenience and Safety, and safety regulations promulgated by other governmental and local agencies.
5. The contractor is responsible for the work site and the work practices of all employees on the project site and is the controlling, exposing, correcting as well as the creating employer for purposes of this scope of work. The State of Hawaii Department of Transportation monitoring of the work in progress is not representative as the controlling employer for purposes of workplace and work practice safety and health compliance.
6. While working at the jobsite, all employees shall wear OSHA approved safety equipment, including but not limited to head protection, safety hardhat, hearing protection, vest, safety belts, lanyards, fall arrest system, goggles, gloves, chemical gloves, safety shoes, clothing and footwear **appropriate to the known hazard** and other equipment as required and as applicable. As a minimum, vest used on the highway right of way shall be the appropriate safety apparel that meets current ANSI/ISEA 107 and the U.S. Department of Transportation's MUTCD Section 6D.03.

Cost of employee's personal protective equipment (PPE) shall be incidental to the cost of elevator maintenance, test and inspection services.

(B) Hazardous Materials/Environmental Protection.

1. The Contractor shall comply with all Federal, State and local environmental laws and regulations when handling hazardous materials.
2. All work shall be performed in strict compliance with the manufacturer's label and/or Safety Data Sheet (SDS), as applicable, and in accordance with State, Federal and local regulations and laws. A copy of the SDS shall be submitted to the State **two days prior to scheduled use for approval. Immediately notify the State by phone or fax for verbal approval in emergency situations that occur during off hours.** Refer to Section 10.14 Submittals/Reports Summary, for other miscellaneous submittals. The Contractor at the jobsite shall maintain a copy during handling chemicals. The Contractor is responsible in notifying personnel around the jobsite and building occupants about the existence of hazardous chemicals, as applicable.

3. The Contractor shall immediately contain and clean up the release or spill of hazardous material and shall report the incident to the State.
4. Work shall not cause air or storm water pollution. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

(C) Safety Plan

1. As a minimum and as applicable, the Safety Plan shall contain the following information: project number, project title, contract number, activity description, hazard, action required to remove or mitigate the hazard, special training requirements, engineering controls (i.e., guardrails, barricades, etc.), administrative controls (Standard Operating Procedures, signs, etc.), emergency information, safety equipment Checklist & Report and personal protective equipment, required as specified by Section 10.13(A)6 of this section.
2. The safety plan shall be prepared/developed by a person who is knowledgeable (i.e., trained and certified) about the fundamental principles of occupational safety and health and work activities to be performed.

During the Pre-Start Meeting, the Contractor shall submit a copy of the certificate of training of the person who prepared the Safety Plan.

The following certificates from the following training sources are acceptable:

- a. Construction Health and Safety Technician from the Board of Safety Professionals or equivalent certificates.
- b. Specialist in Safety and Health from the OSHA Training Institute or equivalent certificates.

Lawson and Associates, Inc., RTS Consulting, Inc. and other safety consultants can provide services in the preparation, development and certification of a Safety Plan.

3. This plan shall be submitted as specified in Section 10.14 Submittals/Reports Summary, within three (3) working days prior to the Notice to Proceed date or during the Pre-start Meeting as specified in Section 10.15 Pre-start meeting, or when there are revisions.
4. Cost involved in the development of the Safety Plan shall be incidental to the Contractor's bid price for furnishing routine/preventive maintenance, test and inspection of elevators.

10.14 SUBMITTALS/REPORTS SUMMARY

The Contractor shall submit the following submittals/reports in the format, content, and schedule as outlined below in MS Word or MS Excel electronic media and hard copy. One copy for each electronic and hard copy of each required submittal shall be submitted to the Project Manager as specified in the Notice to Bidders.

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
1	Equipment List/Lease Agreement, as applicable.	Section 10.2.(A).5.b and Section 10.11 Coordination of Work.	Three (3) working days prior to the Notice to Proceed.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
2	Statement of Capabilities including all required attachments.	Section 10.2 Qualification of Bidders.	Prior to award.	As revised.	Project Manager, Construction and Maintenance Branch, Highways
3	Names, Telephone Number(s) and Addressee(s) of Contact for Contractual issues.	Section 10.2 Qualification of Bidders, Statement of Capabilities, 10.11 Coordination of Work and Section 10.15 Pre-start Meeting.	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction and Maintenance Branch, and the Engineer – Oahu District’s representative (Point of Contact).
4	Routine/Preventative Maintenance and Inspection Tasks, Frequency, Checklist and Report.	Section 10.4(A)3.	End of each week.	As revised.	Project Manager, Construction and Maintenance Branch, and the Engineer – Oahu District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (continuation)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
5	Work Schedule and Parts requirements.	Section 10.4(C).	Seven (7) calendar days after the issuance of the Notice to Proceed.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
6	Trouble Call Report.	Section 10.4(B).	End of each day or each job, whichever is earlier.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
7	Equipment Shutdown Report.	Section 10.4(C)5.	Immediately.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
8	Parts Status Report.	Section 10.4(C)6.	Weekly, as applicable.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
9	Equipment Warranties.	Section 10.7(A)2.	Thirty (30) days after the Notice to Proceed date and when new equipment is added or old warranties expire.	As needed.	Engineer – Oahu District’s representative (Point of Contact).
10	Safety Plan.	Section 10.11 Coordination of Work, Section 10.13(C) and Section 10.15 Pre-start Meeting.	Three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction and Maintenance Branch, Highways and the Engineer – Oahu District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (continuation)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
11	SDS for chemicals (as applicable)	Section 10.13(B)2.	Two working days prior to use or immediately for emergency situations.	As needed.	Engineer – Oahu District’s representative (Point of Contact).
12	Certified Payroll Report.	Section 7.8 Labor and Compensation Requirements.	Within seven (7) days after the end of each month. Submitted with the monthly invoice.	Monthly.	Engineer – Oahu District’s representative (Point of Contact).

10.15 PRE-START MEETING

Three (3) working days prior to the Notice to Proceed date or earlier, the Contractor shall schedule a pre-start meeting by contacting the State at the phone number or email address as specified in Section 10.11 Coordination of Work. This meeting will include the Engineer, his authorized representative and other personnel as deemed necessary by the Engineer. The Contractor shall include and introduce the main contact person or Crew Supervisor for this project. Pursuant to Section 10.14 Submittals/Reports Summary, **the Contractor shall be prepared to discuss and submit the specified documents that are listed in the table of this section** prior to the Notice to Proceed including, but not limited to the following:

- (A) Verification of the quantities of equipment and location.
- (B) Coordination of access to the working areas as applicable.
- (C) List of available State-furnished materials, supplies.
- (D) Verification of quantities in the Proposal Schedule and boundaries of working areas.

10.16 TERM OF CONTRACT

The term of this contract shall be for twelve (12) months from the date indicated in the Notice to Proceed from the Department than succeeding contract extension amendments.

10.17 OPTION TO EXTEND TERM

This contract may be extended to four (4) additional twelve (12) month periods or parts thereof without the necessity for re-bidding upon mutual agreement between the State and the Contractor in writing provided the contract price for the extended period shall remain equal to or less than the initial bid price. The entire term of contract, including extensions, shall not exceed sixty (60) months.

10.18 ESCALATION CLAUSE

At the beginning of each twelve (12) month period, the cost of applicable Bid Items in the Proposal Schedule will be automatically increased by the percent change of the annual U.S. City Average, Consumer Price Index for all Urban Consumers (CPI-U) from the previous calendar year (percent change from the previous December). Increase will be capped at 5% per twelve (12) month period. Price adjustments shall be made only at the time of extension of the contract.

10.19 BASIS FOR PAYMENT

The Contractor's bid price shall be full compensation for furnishing technical expertise as applicable, labor, technical knowledge and skills, material, tools, equipment, lubricants, chemicals, vehicles, communication costs, taxes, insurance, overhead, travel, and incidental costs necessary to maintain, repair, test and inspect elevators as specified in this contract.

Incidental costs include, but are not limited to the following:

Item	Reference	Item	Reference
Vehicle logo	Section 10.2.A.5.c.i.	Personnel Protective Equipment (PPE).	Section 10.13(A)6.
Employee uniform (shirt, T-shirt, coverall, etc.)	Section 10.2.C.1.	Development and certification of a safety plan.	Section 10.13(C)4.
Communication equipment (i.e., 2-way radios, cell phones, etc.)	Section 10.10(A)3.		

(A) Monthly Earnings

1. Routine/Preventive Maintenance and Inspection Services, **Bid Item Nos. 1 through 8**. Earnings will be made based on actual number of services performed and the applicable bid item and unit bid price.
2. Perform mandated 5-year safety test for traction elevators and 3-year safety test for hydraulic elevators, **Bid Item Nos. 4a and 8a**, respectively. Earnings will be

made based on actual number of services performed and the applicable bid item and unit bid price.

3. Trouble calls/repair work which the State determines to have been caused by vandalism, acts of nature, power outage or miscellaneous work only, regular working hours-per man-hour, **Elevator Mechanic, Bid Item No. 9**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
 4. Trouble call/repair work which the State determines to have been caused by vandalism, acts of nature, power outage or miscellaneous work only, regular working hours – per man-hour, **Elevator Mechanic Apprentice or helper, Bid Item No. 9a**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
 5. Trouble calls/repair work during Off-hours Work only, **Bid Item No. 10**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
 6. Technical Support Services **Bid Item No. 11**.
 7. Replacement Parts **Bid Item No. 12**.
- (B) Miscellaneous Work, **Bid Item No. 13**, will be used only at the discretion of the State for additional miscellaneous work within the scope of work and within the project area. The amount shall be negotiated in a manner similar to Section 4.5 - PRICE ADJUSTMENT.
- (C) Deductions (as applicable):
1. Retainage – computed as specified in Section 9.2 Retainage. Refer to Section 9.2 Retainage /Deduction from Payment, for retainage invoicing procedures.
 2. Liquidated Damages – This amount, if any, shall be retained by the State and shall not be paid to the Contractor.
- (D) Monthly Payments – Total monthly payments payable to the Contractor will be the applicable monthly payments in Section 10.19(A) 1 through 7 above plus the applicable miscellaneous work in Section 10.19(B) Miscellaneous Work above minus the applicable Deductions in Section 10.19(C) Deductions of this section.

To expedite the processing of payments to invoices, refer to Section 9.4 Progress Payments, for additional information on required information on monthly invoices.

PRE-BID CONFERENCE MEETING MINUTES
MAINTENANCE, REPAIR, AND INSPECTION OF ELEVATORS AT INTERSTATE H-3 FREEWAY,
HARANO TUNNEL
HlePro solicitation B23002051
April 6, 2023, 9:00 AM, TOC

A. INTRODUCTIONS

B. SIGN-IN SHEET

Refer to attached sign-in sheet.

C. PROJECT DESCRIPTION & SCOPE OF WORK

Maintenance, repair, inspection of 6 traction elevators (portal buildings) and 7 hydraulic elevators (TOC and maintenance tunnel). Portal, TOC, maintenance tunnel description. Elevator models and conditions. Discussed safety tests and inspections. Discussed miscellaneous repair work (which must be proposed) and replacement parts. Discussed minimum qualifications and experience.

D. COMPLETION TIME & PROJECT SCHEDULE

1 year, extendable 4 additional years.

E. PROPOSAL PACKAGE

Discussed proposal submittal on HlePRO, proposal items found in specifications to be submitted as an attachment to HlePRO bid. Discussed bid items including instances of maintenance, items with allowances (i.e. miscellaneous work, replacement parts).

F. QUESTIONS DURING BID

HlePRO for submittal of questions. Questions/RFIs due 4/10/23 at 2:00 PM. Answers and addenda published 4/14/2023 at 4:00 PM. Question period not to be lengthened.

G. BID OPENING

4/24/2023 2:00 PM

H. REQUIRED BID SUBMITTALS

Proposal to be submitted as an attachment on HlePRO in addition to HlePRO offer.

I. QUESTIONS

Maintenance will not be performed on down units, units to be brought into service prior to maintenance efforts. Currently 6 units are down, HKB, HHB, CP-1, CP-3, KHB-LOWER, KKB-UPPER. HDOT planning elevator modernizations in the future, may or may not occur during contract duration.

J. SITE WALK

Conducted site walk. Examined TOC-FRONT, TOC-MAINTENANCE, CP-1, KKB-LOWER, KHB-LOWER. KKB-UPPER service failed during site walk. CP-1, packing replaced twice within 5 years, poppet valve replaced recently. Maintenance tunnel may accommodate a small vehicle in lieu of on-site electric carts. Dehumidifiers to be installed in portal building elevators.

Department of Transportation

Pre Bid Meeting for

**MAINTENANCE, REPAIR, AND INSPECTION OF ELEVATORS AT INTERSTATE ROUTE H-3 FREEWAY,
HARANO TUNNEL**

Project No. HWY-OT-2023-10

April 6, 2023 - 9:00 am H3 TOC

NAME	COMPANY	PHONE & FAX NO.	E-MAIL ADDRESS
Don Adrian	KONE, Inc.	Ph. 808 699-3176 Fax	don.adrian@kone.com
Blair Cole	Kone	Ph. 479. 4394 Fax	blair.cole@kone.com
Jeff Lewandowski	Schindler	Ph. 294-1242 Fax	jeff.Lewandowski@schindler.com
Scott Ito	Schindler	Ph. 342-8945 Fax	Scott.Ito@schindler.com
Matt vonKossowsky	Schindler	Ph. 208-9619 Fax	Matt.vonKossowsky@schindler.com
Danny Doan	HWY-C	Ph. 587-2628 Fax	danny.n.doan@hawaii.gov
Jake Dickman	DOT-HWY-C	Ph. (808) 587-2189 Fax	jake.j.dickman@hawaii.gov
Gerold Pong	HWY-OT	Ph. 808 485-6208 Fax	gerold.pong@hawaii.gov
JOEL YAGO	HWY-OT	Ph. 808-485-6261 Fax	joel.n.yago@hawaii.gov
		Ph. Fax	
		Ph. Fax	
		Ph. Fax	