

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

**ADDENDUM NO. 1
FOR
MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT
AT WILSON TUNNEL, LIKELIKE HIGHWAY
ISLAND OF OAHU
PROJECT NO. HWY-OT-2024-07**

April 4, 2024

This Addendum shall make the following amendments to the Bid Documents:

A. NOTICE TO BIDDERS

1. Prospective bidders are hereby notified that receiving of sealed bids, scheduled for **April 22, 2024, at 2:00 p.m., Hawaii Standard Time (HST)**, is **HEREBY POSTPONED** until **APRIL 24, 2024, at 2:00 p.m., HST**.

The attached **NOTICE TO BIDDERS** dated r4/4/2024 shall be incorporated and made a part of the original **NOTICE TO BIDDERS**.

B. TABLE OF CONTENTS

1. Delete **TABLE OF CONTENTS in its entirety** dated 3/15/2024 and replace with attached **TABLE OF CONTENTS** dated r4/4/2024.

C. SPECIFICATIONS

1. Delete **SECTION 10 – MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT** dated 3/15/2024 **in its entirety** and replace with attached **SECTION 10 – MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT** dated r4/4/2024.

D. PROPOSAL SCHEDULE

1. Delete pages **PF-6 through PF-15** dated 3/15/2024 and replace with attached pages **PF-6 through PF-9** dated r4/4/2024.

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.

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ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

NOTICE TO BIDDERS
Hawaii Revised Statutes (HRS),
Chapter 103D

The receiving of bids for MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT AT LIKELIKE HIGHWAY, WILSON TUNNEL, ISLAND OF OAHU, PROJECT NO. HWY-OT-2024-07, will begin as of the HiePRO Release Date. Bidders shall register and submit complete bids through HiePRO only. Refer to the following HiePRO link for important information on Vendor Registration: <https://hiepro.ehawaii.gov/welcome.html>

The solicitation specifications, proposal, and additional documents designated or incorporated by reference shall be available in HiePRO.

HiePRO OFFER DUE DATE & TIME scheduled for April 22, 2024, at 2:00 p.m., Hawaii Standard Time (HST) is **HEREBY POSTPONED** until **April 24, 2024, at 2:00 p.m., HST.** Bidders shall submit and **upload the complete proposal to HiePRO** prior to the offer due date and time. Proposals received after said due date and time shall not be considered. Any additional supporting documents explicitly designated as **confidential and/or proprietary** shall be uploaded as a **separate file** to HiePRO. Bidders shall not include confidential and/or proprietary documents as part of their proposal. The record of each bidder and their respective proposal shall be open to public inspection. **FAILURE TO UPLOAD THE PROPOSAL TO HiePRO SHALL BE GROUNDS FOR REJECTION.**



ROBIN K. SHISHIDO
Deputy Director of Transportation for Highways

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SECTION 10 – MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT

10.1 DESCRIPTION

The Contractor shall, upon request by the State or their representative(s), furnish labor, materials and equipment to maintain, inspect and test electrical equipment serving Wilson Tunnel Facilities, Likelike Highway per the specifications outlined herein.

10.2 QUALIFICATION OF BIDDERS

The contractors shall provide documentation of certificates and other requirements listed in the subsection below.

(A) Contractor Qualification

1. **License.** At the time of bidding, possess a valid State of Hawaii Specialty Contractor's C-13, Electrical Contractor License **and** C-62, Pole and Line Contractor License or C-63, High Voltage Electrical Contractor License and shall provide to the State.
2. **Work Experience.** At the date of bidding, the Contractor shall have a minimum of two (2) consecutive years of Hawaii Specialty Contractor's C-13, Electrical Contractor License **and** C-62, Pole and Line Contractor License or C-63, High Voltage Electrical Contractor License experienced in the field of electrical maintenance, inspection and testing services performing on similar jobs required of this project.
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 electrical maintenance, repair 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 electrical maintenance, repair and inspection work performed and cost of project. The minimum of three (3) different electrical maintenance, inspection and testing 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**, utility trucks, 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 submit a detailed 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 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, repairing and inspecting electrical equipment.
 - 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, of the Specifications.
 - 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.

6. Be familiar with working on State Highways preferably on the island of Oahu.

(B) Contractor's Personnel Qualification.

The Contractor shall determine the number of trained/certified staff/licensed/registered personnel that it 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 personnel to this contract throughout the term of the contract.

The Contractor shall be a qualified Journeyman electrician and/or Field Engineer or may employ one in its staff with the following requirements:

1. Journeyman Electrician.

- a. **License.** At the date of bidding, possess a valid State of Hawaii Journey Worker Electrician License **and/or** Supervising Electrician License **and/or** Supervising Industrial Electrician License; **and**
- b. **Factory Training.** At the date of bidding, factory trained by possessing a valid certificate of "specialized" training (i.e., switchgears, transformers, transfer switch, substations, etc.) completion by General Electric (GE)

Energy or a company equivalent to GE Energy or Westinghouse or ABB, or a legitimate firm which provides electrical training in performing maintenance, inspection and testing services of the electrical equipment listed in the Appendices.

Because the equipment covered by this contract is from more than one manufacturer, the Contractor may submit their qualifications **and** to show that they have the **required training and years of work** on the equipment covered by this contract and has performed the requested services satisfactorily.

- c. **Work Experience.** At the date of bidding, a minimum of:
- i. Two (2) continuous years of State of Hawaii Journey Worker Electrician License **and/or** Supervising Electrician License **and/or** Supervising Industrial Electrician License **experienced** in the field of electrical maintenance and inspection services on “specialized” equipment (i.e., switchgears, transformers, transfer switch, substations, etc.) and performing on similar jobs required of this project.
 - ii. Two (2) continuous years of work experience as GE Energy-trained **or** trained by a company equivalent to GE Energy or Westinghouse or ABB, or a legitimate firm which provides electrical training, specializing in the field of electrical maintenance, inspection and testing services performing on similar jobs and equipment (i.e., switchgears, transformers, transfer switch, substations, etc.) required of this project.
- d. Should employment of the subject factory-trained and licensed Journeyman Electrician 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 State. Failure to cooperate forthwith could result in contract cancellation.

2. **Field Engineer.**

The Contractor shall be a qualified Field Engineer and/or Journeyman electrician as specified above or may employ one (1) on their staff with the following requirements:

- a. **Certification.** At the date of bidding, possess a valid Field Engineering-training completion certificate by GE Energy **or** a company equivalent to GE Energy.
- b. The factory-trained and certified Field Engineer shall have a minimum of two (2) years of work experience as a Field Engineer and working on similar “specialized” electrical equipment (i.e., switchgears, transformers,

transfer switch, substations, etc.) and performing maintenance, inspection and testing services.

- c. the Contractor shall provide the following information:
 - i. Name of Engineer,
 - ii. Factory Field Engineer certification number, as applicable,
 - iii. Description of work experience like the scope of this contract including type of “specialized” electrical equipment as mentioned above,
 - iv. Copy of GE Energy **or by a company equivalent to GE Energy** Field Engineer certification, and
 - v. Years of experience as of bid opening date.

3. **Apprentice Electrician or helper Electricians(s).**

The Contractor may employ Apprentice electrician or helper electrician(s) on his staff with the following requirements:

- a. **Work Experience.** At the date of bidding, a minimum of two (2) continuous years of experience in the field of electrical maintenance, inspection and testing services to equipment like what are listed in the appendices.

Apprentice electrician or helper electrician shall be used only and work under the direct supervision of a Journeyman electrician or a Field Engineer as specified.

- b. If the Contractor intends to use Apprentice electrician or helper electrician(s), the Contractor shall provide the following information:
 - i. Name of Apprentice electrician or helper electrician(s),
 - ii. Description of work experience like the scope of this contract,
 - iii. Years of experience as of the 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 use. The Contractor and his employees are prohibited from smoking in any State 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 Wilson Tunnel, Likelike Highway 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 a service electrician/technician, 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, outlined below:

1. Copy of the valid State of Hawaii Specialty Contractor's C-13, Electrical Contractor License and C-62, Pole and Line Contractor License or C-63, High Voltage Electrical Contractor License.
2. Copy of the valid State of Hawaii Journey Worker Electrician License or Journey Worker Industrial Electrician License or Supervising Industrial Electrician License.
3. Copy of the valid factory training completion certificate by GE Energy **or by a company equivalent to GE Energy.**
4. Copy of the GE Energy **or by a company equivalent to GE Energy Field Engineer certificate of completion.**

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

10.3 COORDINATION OF WORK

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

Engineer Mr. Ryan Nakata Acting District Engineer (DE) – Oahu District Phone: 808-831-6700 x128 Fax: 808-831-6725 Email: ryan.a.nakata@hawaii.gov	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
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- (B) Whenever any work is performed at the Wilson Tunnel, Likelike Highway Facilities, the Contractor or his employees shall sign in and sign out at the facilities security office.

10.4 INSPECTION OF DETAILED PLANS & EQUIPMENT DATA

Construction plans for equipment installed at the Wilson Tunnel, Likelike Highway Facilities will be available for inspection at the Traffic Operations Center located on the second floor at the Harano Tunnel. 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 808-485-6208, the phone number of the Point of Contact.

10.5 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, of the Appendices to all the electrical equipment as listed in Appendix B Equipment List, of the Appendices.
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. The Contractor shall label all equipment inspected and record all maintenance performed, malfunctions and corrective actions taken on the equipment in performing its work under this contract.
4. **Submittal of Routine/preventative Maintenance and Inspection Report.** No later than three (3) working days after completion of each maintenance service, the Contractor shall notify the State and provide the Engineer with the maintenance personnel's certified record together with task completed by them,

the date, hours and time. The report should include at least the items shown in the “Routine/preventative Maintenance and Inspection Report” form.

5. **Submittal of Final Report.** Within twenty (20) days of completing all fieldwork, at the end of each contract term, the Contractor shall submit two (2) copies of a typewritten final report to the State. The report shall include be not limited to:
 - a. Inventory of all equipment serviced,
 - b. Malfunctions and deviations from the norm detected,
 - c. Corrective actions taken, if any,
 - d. Deviations of equipment inventory (field vs. specifications),
 - e. Recommendations on maintenance tasks and project specifications,
 - f. Evaluation of the status of individual components and/or systems,
 - g. Estimated cost for any recommended additional work.
6. 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.
7. Routine/Preventive maintenance and inspection work shall be accomplished at the following schedule:

Required maintenance tasks	Required completion month
Annual	Month of January

8. Any shut down of any equipment necessary for servicing shall be coordinated with the State.
9. All work performed by the Contractor shall be subject to random periodic inspection and approval by representatives of the Highways Division, State of Hawaii.

Inspections may include a third-party representative negotiated and paid by Bid Item No. 17 Miscellaneous Work, of the Special Provisions. All deficiencies shall be corrected promptly at no additional cost to the State.
10. The State may add more equipment during the term of this contract. Cost and payment for maintaining additional equipment shall be in accordance with Bid Item No. 17 Miscellaneous Work.
11. Submittal of Work Schedule. The Contractor shall prepare a schedule to satisfy the prescribed schedule in the Operations and Maintenance Manual of each equipment covered in this. The Schedule shall be submitted within seven (7) calendar days after the issuance of the Notice to Proceed.
12. Payments to the Contractor for Routine/Preventive Maintenance and Inspection service shall be in accordance with Section 10.18(A)1 Routine/Preventive Maintenance and Inspection service of electrical equipment, of the Specifications.

13. **Liquidated Damages.** Refer to Section 8.6.a Routine/Preventive Maintenance and Inspection service of the Special Provisions 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 electrical equipment covered by this contract for any cause, the Contractor is subject to be called by the State.

The number of personnel used to perform repair work on trouble calls by the Contractor shall be fully justified and approved by the State before starting the said repair work. The Contractor shall have adequate personnel, supervisors and equipment necessary to perform normal and off hours trouble call/repair.

Trouble Call Ticket and Report. The Contractor shall present their Trouble Call Ticket and Report to the State for certification at the end of each day or each job, whichever is earlier. The ticket and report shall include: (a) all chargeable time, (b) material and (c) equipment used.

1. Trouble Calls/Repairs are classified as follows:
 - a. Trouble Calls/Repairs 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, of the Special Provisions if the Contractor fails to respond within the specified time.
 2. Trouble calls/repairs during regular working hours shall be paid for based on the hourly unit bid price in accordance with Section 10.18(A)2 Trouble call/repair work only, regular working hours per man-hour, Journeyman electrician and/or 10.18(A)3 Trouble call/repair work only, regular working hours per man-hour, Apprentice electrician or helper, of the Specifications.
 3. Time spent at the job site to complete the repair 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 Ticket and Report during regular working hours shall be certified and signed by the Engineer or his authorized representative.

- b. Trouble Calls 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, of the Special Provisions, 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, Bid Item Nos. 12 and/or 13 of the Proposal Schedule plus fifty percent (50%) of the Contractor’s hourly bid rate, as applicable. Work performed during off-hours shall be paid by Bid Item No. 14 Trouble Calls During Off-hours, of the Proposal Schedule.
 3. Time spent at the job site to complete the repair 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 repair work is completed in less than one (1) hours.
 4. The Contractor shall secure the State’s authorization for any repair work more than two (2) hours during off-hours.
 5. Repair work initiated during working off-hours and finished during working hours shall be paid accordingly. That is, off-hour’s hourly rate shall only apply to repair work performed during off-hours, and regular working hours hourly rate shall apply to repair work performed during regular working hours.
 6. In order for the Contractor to receive payment, all off-hour trouble all ticket and report shall be certified and signed by the State.
 7. Off-hours hourly rate of pay shall be full compensation for furnishing technical expertise, labor, etc., as specified in Section 10.18 Basis of Payment of the Specifications, necessary to complete the repair work.

(C) Replacement Parts

1. Minor Replacement Parts.
 - a. “Minor Replacement Parts” shall mean cost of repair and replacement part is equal to or less than \$2,000.00.

- b. Minor repairs 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.
2. Major Replacement Parts.
- a. “Major Replacement Parts” shall mean repairs that will require a system to be shut down for more than fifteen (15) minutes or cost of repair and replacement parts is more than \$2,000.00.
 - b. The Contractor is not authorized to commence on any repair work more than \$2,000.00 without written authorization from the State. The Contractor shall immediately notify the State when a repair/replacement is required or planned. The Contractor shall submit 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 repair work done by the lowest bidder.
 - c. All labor hours for repairs/replacement parts shall be negotiated separately in a manner similar to Section 4.5 Price Adjustment, of the Specifications and shall be paid by the corresponding labor hour, Bid Items Nos. 12 and/or 13 of the Proposal Schedule.
 - d. The Contractor shall be reimbursed for the cost of the new part(s) including shipping plus twenty percent (20%) for overhead, profit, taxes and other incidental expenses and shall be paid by Bid Item No. 16 of the Proposal Schedule. The Contractor shall substantiate their charges by submitting original billing as requested by the State.
 - e. Due care will be exercised to prevent physical damage to the equipment.
 - f. Original manufacturer’s parts or equivalent will be used for all repairs.
 - g. 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.

(D) Replacement Parts/Spare Parts

- 1. Original manufacturer's parts or equivalent will be used for all repairs.
- 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 two thousand dollars (\$2,000.00).
- 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. 16 Replacement Parts, of the Proposal Schedule.

Technical Support Services

4. 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.
5. Technical Support Services shall include but not limited to manufacturer or dealer services in the test or repair of electrical equipment, software, communication devices, and other components.

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

6. 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.
7. Technical support services shall be paid by Bid Item No. 15 Technical Support Services, of the Proposal Schedule. Manufacturer's technical support services within the warranty period of equipment shall not be paid for separately but is considered incidental to the purchase of the said equipment.

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

1. The State may add equipment for maintenance to this contract in the future.
2. Upgrades. Upgrade work requires authorization by the Engineer.
3. If approved by the Engineer, cost and payment shall be in accordance with Section 10.18(B) Miscellaneous Work, of these specifications.
4. In order for the Contractor to commence performance of all miscellaneous work, approval must be received in writing by the Engineer.

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 (6) 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 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 shall 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 equipment installed and maintains a list of manufacturer's telephone numbers and points of contact for all warranted equipment. A copy of this list shall be provided to the State thirty (30) days after the notice to proceed date and whenever new 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 equipment owner.
3. State 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 equipment provided by the Contractor which period shall commence upon completion and acceptance by the State.

(B) Warranted Equipment

1. Warranted 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 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 electrician/technicians 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, inspection and/or testing operations. Materials and equipment brought in by the Contractor for servicing shall be removed by contractor when work is completed. 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 electrical power at existing outlets for the Contractor to operate such equipment as necessary in the performance of their work.
 - 2. Water, limited to the normal water supply provided in the building, is also available for the Contractors' use. Storage area may be available for use at the Wilson Tunnel, Likelike Highway Facilities 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 Engineer.

10.11 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., during working days. Normally energized power transformers and circuit breakers shall be serviced between the hours of 6:45 A.M. and 3:15 P.M.
- (B) Inclement Weather Schedule. The Contractor shall provide services in all weather conditions unless there is a warning during hurricane, tsunami, or flash flood 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 1 through November 30 of each year. Should the State Civil Defense issues Hurricane, Tsunami or Flash Flood Warning, the State shall immediately notify the Contractor.

10.12 SAFETY

- (A) Safety Concerns
 - 1. The Contractor shall observe safety concerns in Section 7.10 Public Convenience and Safety, of the Special Provisions, to the fullest during performance of work. Most of the maintenance work is in and around, to include but not limited to, energized electrical equipment, chemicals and vehicular hazards.
 - 2. The Contractor and their employees shall exercise due care in performing any work. The Contractor and their employees maybe subject, to include but not limited to slip, trip, fall, vehicular hazards, chemical hazards, noise hazards, electrical hazards and other workplace hazards. The Contractor shall maintain an aggressive safety program. Refer to Section 10.12(C) Safety Plan for the required Safety Plan.
 - 3. All closing of lanes and traffic control and safety measures shall be performed in conformance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.
 - 4. Contractor shall always conduct their work to assure the least possible obstruction to public traffic. The Safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and their employees shall treat members of the public in a fair and polite matter. Workers shall present a professional appearance and always conduct themselves in a professional manner.

5. 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.
6. All Contractor's methods and practices shall be in accordance with the manufacturers' Operations and Maintenance Manual, National Electrical Code (NEC), U.S. Department of Labor (DOL), Occupational Safety and Health Standards, 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, of the Special Provisions and safety regulations promulgated by other governmental and local agencies.
7. 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.
8. 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 electrical maintenance 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 his approval or immediately notify the State electronically or by phone or fax for his verbal approval** in cases of emergency situations which occurs during off hours. Refer to Section 10.13 Submittals/Reports Summary, of the Specifications 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 10.12(A)8 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.
- b. Specialist in Safety and Health from the OSHA Training Institute or equivalent.

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 10.13 Submittals/Reports Summary, of the Specifications within three (3) working days prior to the Notice to Proceed date or during the Pre-start Meeting as specified in Section 10.14 Pre-start meeting, of the Specifications 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 and inspection of electrical equipment.

10.13 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 10.10 Coordination of Work of the Specifications.	Three (3) working days prior to the Notice to Proceed.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
2	Names, Telephone Number(s) and Addressee(s) of Contact for Contractual issues.	Section 10.2 Bidder Requirements, 10.10 Coordination of Work and Section 10.14 Pre-start Meeting of the Specifications.	Prior to award and three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Oahu District’s representative (Point of Contact).
3	List of personnel employed under the contract along with individual qualifications.	Section 10.2 Bidder Requirements, Section 10.10 Coordination of Work and Section 10.14 Pre-start Meeting, of the Specifications	Prior to award and three (3) working days prior to Notice to Proceed date.	As revised.	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Oahu District’s representative (Point of Contact).
4	Routine/Preventative Maintenance and Inspection Report.	Section 10.4(A)4 of the Specifications.	No later than three (3) working days after the completion of each requested maintenance and inspection service.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
5	Work Schedule.	Section 10.4(A)11 of the Specifications.	Seven (7) calendar days after the issuance of the Notice to Proceed.	As revised.	Engineer – Oahu District’s representative (Point of Contact).

SUBMITTALS/REPORTS SUMMARY (Continued)

Item	Submittal/Reports	Reference	Required	Frequency	Submit to
6	Trouble Call Ticket and Report.	Section 10.4(B) of the Specifications.	End of each day or each job, whichever is earlier.	As revised.	Engineer – Oahu District’s representative (Point of Contact).
7	Final Report.	Section 10.4(A)5 of the Specifications.	Within twenty (20) calendar days after completing all field work.	Annually.	Engineer – Oahu District’s representative (Point of Contact).
8	Safety Plan.	Section 10.12(C), Section 10.10 Coordination of Work and Section 10.14 Pre-start Meeting, of the Specifications.	Three (3) working days prior to the Notice to Proceed.	As revised.	Project Manager, Construction and Maintenance Branch, Highways Division and the Engineer – Oahu District’s representative (Point of Contact).
9	SDS for chemicals (as applicable)	Section 10.12(B)2	Two working days prior to use or immediately for emergency situations.	As needed.	Engineer – Oahu District’s representative (Point of Contact).
10	Certified Payroll Report.	Section 7.8 Labor and Compensation Requirements, of the Special Provisions.	Within seven (7) days after the end of each month. Submitted with the monthly invoice.	Monthly.	Engineer – Oahu District’s representative (Point of Contact).

10.14 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 10.3 Coordination of Work, of the Specifications. 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 10.13 Submittals/Reports Summary, of the

Specifications, **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.

10.15 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.

10.16 OPTION TO EXTEND TERM

This contract may be extended TWO (2) additional TWELVE (12) month period or parts thereof without the necessity for re-bidding upon mutual agreement between the State and the Contractor. The entire term of the contract, including extensions, shall not exceed thirty-six (36) months.

10.17 ESCALATION CLAUSE

If the State and Contractor mutually agree to extend the contract in accordance with Section 10.16 Option to Extend Term, the Contractor shall be given a price escalation, effective at the start of each extension term, **not to exceed a maximum of TWO (2) percent** over the previous term’s unit price(s). The agreement to extend shall be a formal written agreement by the State and Contractor.

10.18 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, inspect and electrical equipment as specified in this contract.

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

Item	Reference	Item	Reference
Vehicle logo	Section 2.1.A.5.c.i of the Special Provisions.	Personnel Protective Equipment (PPE).	Section 10.12(A)8 of the Specifications.
Employee uniform (shirt, T-shirt, coverall, etc.)	Section 2.1.C.1 of the Special Provisions.	Development and certification of a safety plan.	Section 10.12(C) of the Specifications.
Communication equipment (i.e., 2-way radios, cell phones, etc.)	Section 10.9(A)3 of the Specifications.		

(A) Monthly Earnings

1. Semi-Annual Routine/Preventive Maintenance and Inspection Services, **Bid Item Nos. 1 through 11**. Earnings will be made based on actual number of services performed and the applicable bid item and unit bid price.
2. Trouble calls/repair work only, regular working hours – per man-hour, **Journeyman Electrician or Field Engineer, Bid Item No. 12**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
3. Trouble call/repair work only, regular working hours – per man-hour, **Apprentice Electrician or helper, Bid Item No. 13**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
4. Trouble Calls During Off-hours Work only, **Bid Item No. 14**. Monthly payments to the Contractor will be made based on the actual number of services performed and the applicable unit bid prices.
5. Technical Support Services **Bid Item No. 15**.
6. Replacement Parts **Bid Item No. 16**.

(B) Miscellaneous Work, **Bid Item No. 17**, will be used only at the discretion of the State for additional miscellaneous work within the scope of work. The amount shall be negotiated in a manner similar to Section 4.5 - PRICE ADJUSTMENT, of the Specifications.

(C) Deductions (as applicable):

1. Retainage – computed as specified in Section 9.2 Retainage of the Specifications. Refer to Section 9.2 Retainage /Deduction from Payment, of the Special Provisions 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 10.18(A)1 through 6 above plus the applicable miscellaneous work in Section 10.18(B) Miscellaneous Work above minus the applicable Deductions in Section 10.18(C) Deductions of this section.

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

PROPOSAL SCHEDULE
FOR
MAINTENANCE AND INSPECTION OF ELECTRICAL EQUIPMENT AT WILSON TUNNEL,
LIKELIKE HIGHWAY, ISLAND OF OAHU
PROJECT NO. HWY-OT-2024-07

Bid Item No.	Description	Yearly Quantity (a)	Unit (b)	Unit Price (c)	Amount (a × c)
1	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-Westinghouse VCP-W (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	14	Each	\$ _____	\$ _____
2	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-Westinghouse ABB Induction Disk Relay (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	56	Each	\$ _____	\$ _____
3	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-GE Induction Disk Relay (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	32	Each	\$ _____	\$ _____
4	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-GR PJV Instantaneous Voltage Relays (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	4	Each	\$ _____	\$ _____
5	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-GE Auxiliary Relay Type HFA, 125 VDC (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	4	Each	\$ _____	\$ _____
6	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-ABB Dry Type Transformer, 500KVA (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	4	Each	\$ _____	\$ _____
7	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-Transformer Vaults (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)</i>	4	Each	\$ _____	\$ _____

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Bid Item No.	Description	Quantity <i>(a)</i>	Unit <i>(b)</i>	Unit Price <i>(c)</i>	Amount <i>(a × c)</i>
8	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-</i> GE Medium Voltage Magne-blast Air Circuit Breakers (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)	14	Each	\$ _____	\$ _____
9	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-</i> 480 Volt and 600 Volt GE Air Circuit Breakers (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)	8	Each	\$ _____	\$ _____
10	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-</i> Controlled Power Uninterruptible Power Supplies (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)	4	Each	\$ _____	\$ _____
11	<i>Semi-annual Routine/preventive Maintenance and Inspection Service-</i> GE Multilin F60 Feeder Protection System (refer to Appendix B Equipment List, of the Appendices and Section 10.4(A) of the Specifications)	4	Each	\$ _____	\$ _____
12	<i>Trouble call/repair work only, regular working hours per man-hour,</i> Journeyman Electrician (refer to Section 10.4(B) of the Specifications)	70	Man-Hour	\$ _____	\$ _____
13	<i>Trouble call/repair work only, regular working hours per man-hour,</i> Apprentice Electrician or helper (refer to Section 10.4(B) of the Specifications)	40	Man-Hour	\$ _____	\$ _____
14	Trouble Calls During Off-Hours Work (refer to Section 10.4(B)1.b.2 of the Specifications)	Allowance	Allowance	Allowance	<u>\$10,000.00</u>
15	Technical Support Services (refer to Section 10.4(E) of the Specifications)	Allowance	Allowance	Allowance	<u>\$10,000.00</u>

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Bid Item No.	Description	Quantity <i>(a)</i>	Unit <i>(b)</i>	Unit Price <i>(c)</i>	Amount <i>(a × c)</i>
16	Replacement Parts <i>(refer to Section 10.4(C) of the Specifications)</i>	Allowance	Allowance	Allowance	<u>\$50,000.00</u>
17	Miscellaneous Work <i>(refer to Section 10.4(F) of the Specifications)</i>	Allowance	Allowance	Allowance	<u>\$100,000.00</u>
Total Amount for Comparison of Bids (Sum of Bid Item Nos. 1 through 17)					\$ _____

Notes:

1. Bids shall include all Federal, State, County and other applicable taxes and fees.
2. The TOTAL AMOUNT FOR COMPARISON OF BIDS shall be used to determine the lowest responsible bidder.
3. Bidder shall complete all unit price and amounts. Failure to do so shall be grounds for rejection of bid.
4. In case of a discrepancy occurs between unit bid price and the bid price, the unit bid price shall govern.
5. Bidder's bid price shall be inclusive of all direct and indirect costs a specified in Section 10.9 of the Specifications.
6. **By submitting a proposal, the bidder acknowledges it has read and understands all the provisions of the Special Provisions, Specifications and is fully aware of all the conditions to be encountered in performing the work.**
7. **Bidders shall submit and upload the complete proposal to HiePRO prior to the bid opening date and time. Proposals received after said due date and time shall not be considered. Original (wet ink, hard copy) proposal documents are not required to be submitted. Contract award shall be based on evaluation of proposals submitted and uploaded to HiePRO. Any additional support documents explicitly designated as confidential and/or proprietary shall be uploaded as a separate file to HiePRO. Do not include confidential and/or proprietary documents with the proposal. The record of each bidder and respective bid shall be open to public inspection.**

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**FAILURE TO UPLOAD THE COMPLETE PROPOSAL TO HIePRO SHALL BE
GROUNDS FOR REJECTION OF THE BID.**

If there is a conflict between the specification document and the HIePRO solicitation, the specifications shall govern and control, unless otherwise specified.