



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
91-5420 Kapolei Parkway,
Kapolei, HI. 96707

SCOPE OF WORK
FOR
FURNISHING LABOR AND MATERIALS FOR
R & M OF STREETLIGHTS AND SIGNS
IN VARIOUS DHHL SUBDIVISIONS ON OAHU
ISLAND OF OAHU, HAWAII,

IFB No.: IFB-24-HHL-011

MARCH 2024



SCOPE OF WORK

The Department of Hawaiian Home Lands will be converting all its streetlights from High Pressure Sodium (HPS) light fixtures to Light Emitting Diode (LED) light fixtures in the near future. This project is for an Indefinite Delivery, Indefinite Quantities (IDIQ) contract that involves purchasing and replacing burnt-out lamps and ballasts with LED equivalents, acquiring, and installing new photocells while replacing malfunctioning ones, and repairing or replacing damaged steel streetlight standards and arms as per DHHL requests. Additionally, the project includes conducting electrical troubleshooting to ensure proper streetlight operation, encompassing metering equipment and power supply. The contractor is also responsible for troubleshooting, repairing, and resetting Carmanah Speedcheck Solar signs when needed. The project aims to enhance energy efficiency and optimize street lighting systems throughout DHHL subdivisions on Oahu, adhering to industry standards and manufacturer specifications for reliability and longevity. Regular progress reports will be submitted to DHHL to track completed tasks, address any challenges encountered, and propose solutions.

All of this work will be done at various DHHL subdivisions on Oahu: (See attached “Description of Areas – TMK”)

1. Maluohai Subdivision – TMK: (1) 9-1-119 & (1) 9-1-120
2. Kaupea Subdivision – TMK: (1) 9-1-139 & (1) 9-1-140
3. Kanehili Subdivision – TMK: (1) 9-1-152 & (1) 9-1-153
4. Kauluokahai Subdivision – TMK: (1) 9-1-110
5. Kalawahine Streamside Subdivision – TMK: (1) 2-4-043
6. Kumuhau Subdivision – TMK: (1) 4-1-040
7. Kakaina Subdivision – TMK: (1) 4-1-041
8. Princess Kahanu Subdivision – TMK (1) 8-7-042 (1) 8-7-043
9. Waimanalo Residence Lots – TMK (1) 4-1-016; 019-021; 029-031; 036-038
10. Waianae Residence Lots TMK (1) 8-5-036
11. Nanakuli Residence Lots TMK (1) 8-9-002-006; 009-017

REPLACEMENT AND MAINTENANCE OF STREET LAMPS AND CARMANAH SPEEDCHECK RADAR SIGNS

A. DESCRIPTION OF WORK:

1. List of Burnt-Out Street Light Lamps

The DHHL will provide the CONTRACTOR with a list of burnt-out lamps. The contractor shall obtain the materials necessary and establish a schedule for installation. The contractor shall notify DHHL of the proposed schedule.

2. Emergency Work

Work to correct unforeseen or emergency items or situations shall be determined by the DHHL. For work deemed an emergency, the Contractor shall respond in three (3) hours and shall secure the area in twenty-four (24) hours. The Contractor will be notified by DHHL of such emergency work and any costs shall be negotiated and agreed upon before a Change Order is issued for this work as indicated in the General Conditions. The Contractor shall not undertake any emergency work without an approved Change Order. Any emergency work conducted prior to issuance of an approved Change Order shall be at the Contractor's own risk and no payment shall be made by DHHL for any such work.

3. Carmanah Speedcheck Solar signs

When directed by DHHL, the Contractor will diagnose and identify issues with the Carmanah Speedcheck Solar signs to ensure optimal functionality. Upon identifying faults, the contractor will undertake necessary repairs to rectify any damage or malfunctions, adhering to manufacturer specifications and safety standards. In case of system errors or resets required for maintenance purposes, the contractor will perform hard resets on the SPEEDCHECK-15/18 radar speed sign controllers as per the manual.

C. FREQUENCY OF STREET LIGHT LAMP REPLACEMENT: A list of burnt-out street light lamps that need replacing will be emailed twice a month to the Contractor. The Contractor shall acknowledge receipt of the list and notify DHHL of the anticipated schedule within 48 hours of the request. The repair work shall be completed within seven (7) working days once scheduled.

B. REPAIR RESPONSE: Any repair requests that DHHL receives will be forwarded to the CONTRACTOR. The CONTRACTOR will respond with a proposal for the work to be performed and a schedule of work to be completed within 48 hours of the request. Once the proposal is accepted a Notice to Proceed for the work shall be released to the contractor.

E. CHARGES:

1. The Contractor will be paid after satisfactory completion of each street light repair call out has been verified by the DHHL Project Manager.
2. The Contractor shall submit an original invoice for the completed work. The body of the invoice shall contain the following information:
 - a. Project Title: (R & M of Street Lights and Signs in various DHHL Subdivisions On Oahu)
 - b. Project Identification Number: (IFB-24-HHL-011; Contract No. _____)

- c. Attachment: List of street light luminaries replaced for the invoice, indicating date of completion.

F. SAFETY:

1. The Contractor shall take the necessary precautions to protect his workers and other personnel from injuries. The rules and regulations promulgated by the Occupational Safety and Health Acts are applicable and made a part of these specifications.
2. Barricades and warning signs shall be erected by the Contractor in the work area to properly protect all personnel in the area.
3. During the progress of the work debris, empty crates, waste, material drippings, etc., shall be removed by the Contractor at the end of each workday, and the work area shall be left clean and

1.05 CONTINGENCY:

An allowance of \$100,000 is reserved for replacement of damaged steel street light standards and arms, damaged poles, electrical troubleshooting for unforeseen conditions and emergency work related to this Contract. These allowances shall be applied to work authorized by DHHL and performed by the Contractor. Allowance work shall be paid for on a cost-plus twenty (20) percent for overhead and profit, for work done by the Contractor's own forces, and cost-plus ten (10) percent for overhead and profit, for work done by the Contractor's subcontractor. The subcontractor may charge twenty (20) percent for overhead and profit on work performed by it under allowance. Further, DHHL may require that the Contractor submit invoices, receipts, or other information.

TECHNICAL SPECIFICATIONS:

2.01 GENERAL:

Replacement of street light lamps, ballast, and damaged steel street light standards and arms approved by the City and County of Honolulu, Department of Transportation Services, shall be performed as required in the following reference specifications.

1. Standard Details for Public Works Construction, September 1984, as amended.
2. Standard Specifications for Public Works Construction, September 1986
3. Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.
4. Hawaii Standard Specifications for Road, Bridge, and Public Works Construction, 1994, as amended.

2.02 METHOD OF MEASUREMENT AND PAYMENT

The replacement of fixtures including photocell and fuse will be measured as complete units of the type specified in the proposal.

The accepted quantities of replaced fixtures including photocell and fuse will be paid for at the contract unit price for each type and design specified in the proposal complete in place. The contract unit price paid shall be full compensation for furnishing and installing a complete street light repair, including all necessary hardware for all equipment, tools, labor, materials and other incidentals necessary to complete the work.



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Project: R & M of Street Lights and Signs in Various DHHL Subdivisions on Oahu
Location: Island of Oahu
Contractor: TBD

SC-01 INTERCHANGEABLE TERMS

The following terms are one and the same:

- a. “Contract” and “Agreement”
- b. “Department of Hawaiian Home Lands” and “DHHL”
- c. “STATE” and “State of Hawaii”

SC-02 INSURANCE COVERAGE

The CONTRACTOR shall obtain separate insurance coverage for this project that complies with the requirements set forth in the DHHL Construction General Conditions, Article 7, Section 7.3, as amended. Payment for all work required to comply with this item will not be paid for separately and shall be considered incidental to the various contract items.

CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by CONTRACTOR shall provide the following minimum coverage:

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	Bodily Injury and Property Damage (combined single limit): <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate Personal Injury: <u>\$1,000,000</u> per occurrence and <u>\$2,000,000</u> aggregate
Automobile Insurance (covering all owned, non-owned and hired automobiles)	Bodily Injury: <u>\$1,000,000</u> per person and <u>\$1,000,000</u> per occurrence. Property Damage: <u>\$1,000,000</u> per accident or combined single limit of <u>\$2,000,000</u> .
Workers Compensation (statutory limit is required by laws of the State of Hawaii)	Insurance to include Employer’s Liability. Both such coverages shall apply to all employees of the CONTRACTOR and, in case any subcontractor fails to provide adequate similar protection for all his employees, to all employees of subcontractors.
Builder’s Risk covering the CONTRACTOR and all subcontractors	100% Replacement Value
Fire and extended coverage	100% Replacement Value



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Malicious Mischief	100% Replacement Value
Flood Insurance , if applicable	Maximum Coverage available

- a. The STATE, Department of Hawaiian Home Lands, its appointed officials, officers, employees, and agents shall be named as additional insured parties with respect to operations, services or products provided to the State of Hawaii. CONTRACTOR agrees to provide to DHHL, before the effective date of the Contract, certificate(s) of insurance necessary to evidence compliance with insurance provisions of this Contract. CONTRACTOR shall keep such insurance in effect and the certificate(s) on deposit with DHHL during the entire term of this Contract. CONTRACTOR shall furnish a copy of the policy or policies to DHHL.
- b. Failure of CONTRACTOR to provide and keep in force such insurance shall be regarded as a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract for default of CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. CONTRACTOR shall immediately provide written notice to DHHL should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. DHHL is a self-insured State agency. CONTRACTOR's insurance shall be primary. Any insurance maintained by the STATE shall apply in excess of, and shall not contribute with, insurance provided by CONTRACTOR.
- f. The CONTRACTOR shall require all subcontractors to have in full force and effect the same insurance coverage as required of the CONTRACTOR. Such insurance shall name the State of Hawaii, Department of Hawaiian Home Lands, its elected and appointed officials, officers, employees, and agents as additional insured parties with respect to operations, services or products provided to the State of Hawaii. The CONTRACTOR shall be responsible to enforce its subcontractors' compliance with these insurance requirements. The CONTRACTOR shall, upon request, provide DHHL a copy of the policy or policies of insurance for any subcontractor.

SC-03 COMPLETION SCHEDULE AND LIQUIDATED DAMAGES

The Time of Performance for this Contract shall be thirty-six (36) calendar months from the effective date of the Notice to Proceed, unless extended by delays excused by the STATE as documented in writing. The Notice to Proceed shall be issued by the STATE separately to the CONTRACTOR.



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Unless terminated, the contract shall be extended for not more than one (1) additional thirty-six-month period or parts thereof, without the necessity of re-bidding upon mutual agreement in writing at least sixty (60) days prior to expiration, provided that the contract price for the extended periods shall remain the same or lower than the initial bid price.

In case of failure on the part of the CONTRACTOR to complete the work within the time specified, the CONTRACTOR shall pay to DHHL as liquidated damages, and not as a penalty, \$250.00 per calendar day for each day that the project, in its entirety, remains incomplete.

SC-04 PROCESS THROUGH DHHL

Any and all submittals, reports, requests, claims and notices under the contract shall be processed through Land Development Division Project Manager, at DHHL Hale Kalianaole, 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707.

SC-05 ALLOWANCES

The proposal may contain payment items designated as allowances. Funds listed in allowance items are to be spent at the direction of DHHL. The allowance is an estimate only and is subject to increase or decrease depending on the actual cost of the item. The funds are for the direct costs of an item and all pricing, submittal and review, overhead, installation, profit, insurance, surety, processing of the issuance of checks for payment to other parties, and all other costs will be included. No payment will be made for incidental costs.

Allowances specifically set aside for construction work and materials will be negotiated when the scope of work is determined. Any unspent allowance costs will be deducted from the contract by change order prior to final payment.

SC-06 PERMITS AND FEES

The CONTRACTOR shall apply and pay for all permits and inspection fees as required by all governmental agencies having jurisdiction over this project.

SC-07 COORDINATION WITH OTHER PARTIES

The CONTRACTOR shall coordinate all the necessary work for temporary utility services, permanent service and appurtenances with the appropriate agencies, including but not limited to Hawaiian Electric Company, Board of Water Supply, and Telecommunication Companies.

SC-08 CONTRACTOR'S LICENSING

It is the CONTRACTOR's sole responsibility to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. If the CONTRACTOR does not hold all of the licenses required to perform a particular



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item of work on this project with its own workers, when bidding, he must list subcontractors that hold the appropriate licenses in its proposal.

SC-09 WATER CHARGES AND REQUIREMENTS

The CONTRACTOR shall be solely responsible for obtaining water to meet any requirements of the CONTRACT. Unless otherwise indicated or provided for, any work, costs, charges and fees necessary to obtain water for this CONTRACT shall not be paid for separately and shall be considered incidental to the various contract items; no separate or additional payment will be made therefore.

SC-10 SOIL AND DUST CONTROL

To control the dust during construction, the CONTRACTOR shall have an adequate supply of water for dust control and if necessary, moisture conditioning of fill material at all times. The CONTRACTOR shall institute an erosion control program and dust control program to minimize soil erosion and wind erosion and airborne fugitive dust nuisance, respectively for the entire duration of this project.

SC-11 STATUTORY REQUIREMENTS OF SECTION 103.55, HRS

Offeror shall complete and submit the wage certification, included in the Bid Offer From, by which offeror certified that the services required will be performed pursuant to Section 103.55, HRS, as amended.

Offerors are advised that Section 103.55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, CONTRACTOR will be obliged to provide wages no less than those increase wages.

CONTRACTOR shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103.55, HRS, and of the current wage rate for public employees performing similar work. CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business accessible to all employees, or CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the Offeror in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for State positions.



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<u>Class</u>	<u>Hourly Rate (Eff 7/1/23)</u>
Electrician I (10055) (BC-10)	\$32.27
Electrician II (10060) (WS-10)	\$34.16
Electrician Helper (10054) (BC-05)	\$25.79
General Laborer II (09010) (BC-03)	\$23.84
General Laborer III (09015) (WS-03)	\$25.52
Truck Driver Laborer (10730) (BC-05)	\$25.79

<u>Class</u>	<u>Hourly Rate (Eff 7/1/24)</u>
Electrician I (10055) (BC-10)	\$33.88
Electrician II (10060) (WS-10)	\$35.87
Electrician Helper (10054) (BC-05)	\$27.09
General Laborer II (09010) (BC-03)	\$25.04
General Laborer III (09015) (WS-03)	\$26.80
Truck Driver Laborer (10730) (BC-05)	\$27.09

SC-12 GENERAL CONDITIONS

In the event of conflicts and/or discrepancies, the DHHL Construction General Conditions shall govern over Form AG-008, 103D General Conditions (eff. 10/17/13)

SC-13 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-355, HRS, which states that campaign contributions from specified STATE or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

SC-14 AGREEMENT COUNTERPARTS

This agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

SC-15 CONTRACTOR'S DAILY REPORT

The Contractor shall submit a daily report electronically, for DHHL review. The report shall include, but not limited to, all items listed below:

1. Date
2. Weather
3. Activity at the site for the CONTRACTOR



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- a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
- b. Equipment
- c. Materials delivered
- d. Work performed
4. Activity at the site for subcontractors
 - a. Labor – who and what classification, i.e., carpenter, laborer, supervisor, etc.
 - b. Equipment
 - c. Materials delivered
 - d. Work performed
5. Visitors to the site – Construction Manager, Inspectors, etc.
6. Problems or Questions (including suggested resolutions, if any)
7. Safety report status
8. Quality control report status

SC-16 STATE GENERAL EXCISE TAX

This project is not exempt from the State of Hawaii General Excise Tax. The CONTRACTOR's prices shall include the General Excise Tax for all work.