



1. POLE BRACING

- a) Contractor shall not excavate within 10 feet of Hawaiian Electric's utility poles or any anchor system supporting the utility pole. If contractor must excavate an area more than 12 inches deep by 12 inches wide, and closer than 10 feet from a utility pole or its anchor system, except when excavating for risers in a single trench not wider than 12 inches and not deeper than 3 feet, contractor will be responsible for protecting, supporting, securing and taking all precautions to prevent damage to or leaning of existing poles. Before commencing such excavation, contractor must notify Hawaiian Electric which may lead to implementing pole bracing requirements. Hawaiian Electric requires a minimum of ten (10) working days to conduct the review of contractor's submittal. Contractor shall submit its bracing calculations and drawings, prepared and stamped by a licensed structural engineer in the State of Hawaii, to Hawaiian Electric's Customer Engineering Administration Department (ci@hawaiianelectric.com) for review. Contractor shall be responsible for the design, installation, and removal of the temporary pole bracing system, as well as all costs incurred by Hawaiian Electric to review contractor's drawings and to repair or straighten poles impacted by contractor's activities, including response and restoration costs incurred by Hawaiian Electric arising out of related to outages caused by contractor's failure to meet the foregoing requirements. Hawaiian Electric's receipt of pole bracing calculation or drawing submittals of any contractor, including work procedure, shall not relieve contractor from any liability resulting from contractor's excavation near or around Hawaiian Electric's utility poles.
- b) Hawaiian Electric may provide to the customer information related to pole bracing, including calculations and other basic engineering. However, Hawaiian Electric provides this information for informational purposes only and does not warrant any of the information provided to customers. Hawaiian Electric hereby disclaims any liability associated with the customer's use of information provided to the customer from Hawaiian Electric. It is the customer's duty to obtain engineering from its own engineer or contractor in order to brace poles and the use of Hawaiian Electric's information does not excuse the customer from performing its own evaluation of the bracing needs. Should the customer install bracing at any pole location, customer shall defend, indemnify and hold harmless Hawaiian Electric from any third-party claims associated with the customer's bracing of a pole. Should the work customer perform at or near the pole location compromise the pole or its surroundings in any way, customer shall restore or replace the pole so that it is no longer compromised.