

**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION**

**ADDENDUM NO. 1**

**FOR**

**QUEEN KAAHUMANU HIGHWAY RESURFACING  
KEKAHA KAI STATE PARK TO HAPUNA**

**FEDERAL-AID PROJECT NO. NH-019-1(33)**

**DISTRICTS OF NORTH KONA AND SOUTH KOHALA**

**ISLAND OF HAWAII**

**FY 2003**

Amend the bid documents as follows:

**1. SPECIAL PROVISIONS**

Amend **104.02 Alterations of Plans or Type of Work** to read as follows:

**"104.02 Changes.** The Engineer may at any time, during the progress of the work, by written order and without notice to the sureties, make changes in the work as may be found to be necessary or desirable. Such changes shall not invalidate the contract nor release the surety and the Contractor will perform the work as changed, as though it had been a part of the original contract.

**(A) Minor Changes.** The Engineer may direct minor changes in the work with no changes in contract price or time of performance.

**(B) Orders and Directives.** Any oral order, direction, instruction, interpretation or determination from the Engineer that is not a field order or change order, will be considered as a change only if the Contractor gives the Engineer an oral notice of its intent to treat such oral order, direction, instruction, interpretation or determination as a change directive before the Contractor acts in conformity with the oral order, direction, instruction, interpretation or determination but no later than twelve o'clock (12:00 PM) of the following working day. The oral notice shall be followed by a written notice that must be delivered to the Engineer within five days after delivery of the oral order to the Contractor. The written notice shall state the date, circumstances, whether extra costs and a time extension will be requested, and source of the order that the Contractor

**NH-019-1(33)**

**6/13/03**

regards as a change. Such written notice may not be waived and shall be a condition precedent to the filing of any claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any such order or directive shall not be treated as a change for which the Contractor may make a claim for an increase in the contract time, compensation or contract price related to such work.

No more than ten working days after receipt of the written notice from the Contractor, a written response shall be issued for the subject work if the State agrees that it constitutes a change. The Contractor shall deem it a rejection of their claim if a written response is not issued in the time established. If the Contractor objects to the Engineer's position, it shall file a written protest with the Engineer within 30 days after delivery to the Engineer of the Contractor's written notice of its intention to treat the order or directive as a change. Failure by the Contractor to submit a written notice in the time specified will be deemed as a waiver of all rights for an increase in contract time or compensation related to such work. The protest shall be determined as provided in Subsection 105.18 – Claim for Adjustments and Disputes. In all cases, the Contractor shall proceed with the work as specified in the order or directive.

**(C) Field Orders.** Upon receipt of the Field Order the Contractor shall proceed with the changes as ordered. If the Contractor does not agree with any of the terms or conditions or the adjustment or nonadjustment to the contract time and/or contract price set forth therein, the Contractor shall file a protest verbally to the Engineer before the Contractor acts in conformity with the Field Order, but no later than within 3 days after receipt of the Field Order and in writing within 5 days after receipt of the written Field Order. In the written protest the Contractor shall give all reasons in detail for its protest of the Field Order. Failure to file the written protest or to protest a portion(s) of the Field Order within the time specified shall constitute agreement on the part of the Contractor with all the terms, conditions, amounts and adjustment or non-adjustment to contract price and/or contract time set forth in the Field Order or the non-protested portion of the Field Order. The requirement for timely written notice shall be a condition precedent to the assertion of a claim and will not be waived. The protest shall be determined as provided in Subsection 105.18 - Claims for Adjustment and Disputes. In all cases, the Contractor shall proceed with the work as changed by the Field Order.

**(D) Contract Change Orders.** The Engineer will issue sequentially numbered Contract Change Orders at times it deems appropriate during the contract period. A Contract Change Order may contain the adjustment in contract price and/or time for a number of Field Orders. In all cases, the Contractor shall proceed with the work as changed by the

Contract Change Order. No payment for any changes will be made until the Contract Change Order is issued.

**(E) Penal Sum of the Surety Performance and Payment Bonds.** The penal sum of the Surety Performance and Payment Bonds will be adjusted by the amount of each and every Contract Change Order"

**(F) Differing Site Conditions.** If the Contractor finds the following:

- (1) Subsurface or latent physical conditions that differ materially from that shown on the contract, or
- (2) other physical conditions that are unusual in nature and differ materially from that ordinarily encountered in the type of project under contract, or
- (3) other physical conditions that were not discoverable by the Contractor before commencement of the project or that portions of the project work, or
- (4) other physical conditions that are not generally recognized in the construction industry as inherent in the type of work specified in the project contract, the Contractor shall immediately notify the Engineer verbally of the above discovery. Within 24 hours, the Contractor shall inform the Engineer in writing of the above discovery. The affected work will stop immediately until the Engineer informs the Contractor to commence work in writing.

The Engineer will investigate, document and evaluate the site conditions found in the affected project area. The Engineer will determine and inform the Contractor if such conditions are materially different from the contract and if such conditions justify an adjustment to the project contract.

If an adjustment is warranted and cause an increase in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined according to Subsection 104.09 - Price Adjustment.

The Department will not compensate the Contractor for loss of anticipated profits on deleted work.

If the Contractor fails to notify the Engineer as provided above, or commences or continues project work in or affecting that portion of the

project area before receiving written authorization from the Engineer, the Department may refuse or deny contract adjustments for that portion of the project work."

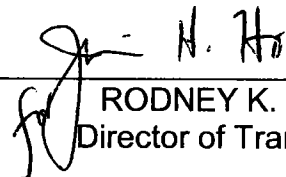
**2. PROPOSAL SCHEDULE**

Replace the Proposal Schedule pages P-8 to P-12 dated r03/05/03 with the attached Proposal Schedule pages P-8 to P-12 dated r06/10/03.

**3. PLANS**

- a. Replace Plan Sheet Nos. 61, 62, and 64 with the attached Plan Sheet Nos. ADD.61, ADD.62, and ADD.64.
- b. Add Plan Sheet Nos. ADD.74S-1, ADD.74S-2, ADD.74S-3, ADD.74S-4, and ADD.74S-5.

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

  
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RODNEY K. HARAGA  
Director of Transportation

### PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
108.0100	Early Contract Incentive	Allowance	Allowance	Allowance	\$ <u>300,000.00</u>
202.0100	Removal of Structures (Solar Panel Pole and Footing)	L.S.	L.S.	L.S.	\$ _____
209.0100	Water Pollution and Erosion Control	F.A.	F.A.	F.A.	\$ <u>50,000.00</u>
304.1100	Aggregate Base	2	C.Y.	\$ _____	\$ _____
312.0100	Plant Mix Glassphalt Concrete Base Course	5,790	Ton	\$ _____	\$ _____
401.0400	Asphalt Concrete Pavement, Mix No. IV	31,380	Ton	\$ _____	\$ _____
401.0501	Asphalt Concrete Pavement, Mix No. V	52,730	Ton	\$ _____	\$ _____
401.0502	Asphalt Concrete Pavement, Mix No. V (Paving under guardrails)	500	Ton	\$ _____	\$ _____
401.0503	Asphalt Concrete Pavement, Mix No. V (Paving Gutters)	16,900	Ton	\$ _____	\$ _____
401.0504	Shoulder Rumble Strip	201,310	L.F.	\$ _____	\$ _____
401.0600	Pavement Smoothness Incentive	Allowance	Allowance	Allowance	\$ <u>168,000.00</u>
407.0100	Emulsified Asphalt for Tack Coat (CRS-1)	46,000	GAL	\$ _____	\$ _____
604.4010	Adjusting Drywell Frame and Cover	2	EA	\$ _____	\$ _____
604.4550	Adjusting Water Valve Box Frame and Cover	6	EA	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
607.0060	6 Feet Chain Link Fence with Barbed Wire	90	L.F.	\$ _____	\$ _____
607.6100	Chain Link Gate, 6 Feet High and 10 Feet Wide	1	EA	\$ _____	\$ _____
608.1100	Concrete Sidewalk	15	S.Y.	\$ _____	\$ _____
613.0100	Construct New Centerline and Reference Survey Monuments	39	EA	\$ _____	\$ _____
621.0200	Panel for Destination Sign	542	S.F.	\$ _____	\$ _____
621.4040	Reflector Marker (RM-4) without Post	17	EA	\$ _____	\$ _____
621.4130	Reflector Marker (RM-3) Bi-Directional with Flex Post	2	EA	\$ _____	\$ _____
621.4136	Reflector Marker (RM-3) Bi-Directional without Post	3	EA	\$ _____	\$ _____
621.4138	Reflector Marker (RM-2) with Flex Post	25	EA	\$ _____	\$ _____
621.5000	Regulatory and Warning Sign (10 Square Feet or Less) without Post	48	EA	\$ _____	\$ _____
621.5100	Regulatory and Warning Sign (10 Square Feet or Less) with Post	155	EA	\$ _____	\$ _____
621.5200	Regulatory and Warning Sign (Greater Than 10 Square Feet) without Post	6	EA	\$ _____	\$ _____
621.5300	Regulatory and Warning Sign (Greater than 10 Square Feet) with Post	36	EA	\$ _____	\$ _____
621.5400	Relocation of Existing W11-1/W16-1 Sign	1	EA	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
621.6110	State Route Marker Assembly (Type A) with Post	8	EA	\$ _____	\$ _____
621.7120	Construction Sign with Two Posts	20	EA	\$ _____	\$ _____
621.7121	Portable Construction Signs	12	EA	\$ _____	\$ _____
621.7610	Mile Post Marker and Route Number Plate with Post (Bi-Directional)	22	EA	\$ _____	\$ _____
623.0000	Telemetry Station	L.S.	L.S.	L.S.	\$ _____
623.0100	Repair of Telemetry Controller and Cabinet	F.A.	F.A.	F.A.	\$ <u>\$10,000.00</u>
623.7080	Preformed Loop Detector Sensing Unit, 6' x 6', One Loop	4	EA	\$ _____	\$ _____
623.7081	Preformed Loop Detector Sensing Unit, 6' x 40', One Loop	10	EA	\$ _____	\$ _____
623.7082	Preformed Loop Detector Sensing Unit, 6' x 60', One Loop	2	EA	\$ _____	\$ _____
623.7090	Adjust Traffic Signal Pullbox	6	EA	\$ _____	\$ _____
629.1011	4-inch Pavement Striping, Yellow (Thermoplastic Extrusion)	14,012	L.F.	\$ _____	\$ _____
629.1012	4-inch Pavement Striping, White (Thermoplastic Extrusion)	233,167	L.F.	\$ _____	\$ _____
629.1013	Double 4-inch Pavement Striping, Yellow (Thermoplastic Extrusion)	47,202	L.F.	\$ _____	\$ _____
629.1014	8-inch Pavement Striping, White (Thermoplastic Extrusion)	7,573	L.F.	\$ _____	\$ _____

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1015	Yield Line Marking (Thermoplastic Extrusion)	18	Lane	\$ _____	\$ _____
629.1016	12-Inch Pavement Striping, White Transverse Channelizing Lines and Stop Lines (Thermoplastic Extrusion)	2,194	L.F.	\$ _____	\$ _____
629.1017	12-Inch Pavement Striping, Yellow Transverse Channelizing Lines (Thermoplastic Extrusion)	8,933	L.F.	\$ _____	\$ _____
629.1030	Pavement Arrow (Thermoplastic Extrusion)	138	EA	\$ _____	\$ _____
629.1040	Pavement Symbol, Bike Route (Paint)	47	EA	\$ _____	\$ _____
629.2010	Type "A" Pavement Marker	977	EA	\$ _____	\$ _____
629.2030	Type "C" Pavement Marker	7,212	EA	\$ _____	\$ _____
629.2040	Type "D" Pavement Marker	2,634	EA	\$ _____	\$ _____
629.2070	Type "H" Pavement Marker	1,927	EA	\$ _____	\$ _____
629.2080	Type "J" Pavement Marker	8,282	EA	\$ _____	\$ _____
636.0100	Field Office (Not to exceed \$32,000)	L.S.	L.S.	L.S.	\$ _____
638.0100	Cellular Phone (Not to Exceed \$1,500) for 2 phones	L.S.	L.S.	L.S.	\$ _____
645.0200	Additional Police Officers and/or Additional Traffic Control Devices	F.A.	F.A.	F.A.	\$ <u>200,000.00</u>



ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
651.0100	Excavation for Reconstruction of Weakened Pavement Area	16,500	S.Y.	\$ _____	\$ _____
652.0100	Cold-Planing	367,100	S.Y.	\$ _____	\$ _____
699.1000	Mobilization (Not to Exceed 10 Percent of the Sum of All Items Excluding the Bid Price of this Item, Field Office, and Force Account Items)	L.S.	L.S.	L.S.	\$ _____
a. SUM OF ALL ITEMS .....					\$ _____
b. EITHER FURNISH FOREIGN STEEL NOT TO EXCEED MINIMAL AMOUNT (INSERT "0") OR FURNISH FOREIGN STEEL IN EXCESS OF MINIMAL AMOUNT (INSERT "25% x a") .....					\$ _____
c. SUBTOTAL .....					\$ _____
d. PROJECT COMPLETION TIME X ROAD USER COST .....					\$ _____
_____ Calendar Days X \$10,000.00/Calendar Day					
e. AMOUNT FOR COMPARISON OF BIDS (c+d) .....					\$ _____
<p>Bidders must complete items a through e, including the Project Completion Time, in calendar days. The Project Completion Time shall not exceed the maximum specified in Subsection 103.01 - Consideration of Proposals.</p> <p>Bidders must complete all units prices and amounts. Failure to do so may be grounds for rejection of bid.</p>					