

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

ADDENDUM NO. 3

FOR

**KAUMUALII HIGHWAY
PAVEMENT PREVENTIVE MAINTENANCE – PHASE I
KOLOA ROAD TO THE VICINITY OF HULEIA BRIDGE
FEDERAL AID PROJECT NO. STP-050-1(039)**

**DISTRICTS OF KOLOA AND LIHUE
ISLAND OF KAUAI
FY 2014**

Amend the Bid Documents as follows:

1. SPECIAL PROVISIONS
 1. Replace Table of Contents dated r6/16/14 with the attached Table of Contents dated r6/17/14.
 2. Replace Section 107 – Legal Relations and Responsibility to Public dated 5/14/14 with the attached Section 107 – Legal Relations and Responsibility to Public dated r6/17/14.
 3. Replace Section 108 – Prosecution and Progress dated 5/14/14 with the attached Section 108 – Prosecution and Progress dated r6/17/14.
 4. Replace Section 401 – Hot Mix Asphalt (HMA) Pavement dated r6/16/14 with the attached Section 401 – Hot Mix Asphalt (HMA) Pavement dated r6/17/14.

Please acknowledge receipt of this Addendum No. 3 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



FORD N. FUCHIGAMI
Interim Director of Transportation

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1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2
3 Make the following amendments to said Sections:

4
5 **(I)** Amend **Section 107.01 Insurance Requirements** from lines 5 to 81 to
6 read as follows:

7
8 **“(A) Obligation of Contractor.** Contractor shall not commence any
9 work until it obtains, at its own expense, all required insurance described
10 herein. Such insurance shall be provided by an insurance company
11 authorized by the laws of the State to issue such insurance in the State of
12 Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the
13 carrier has a Best’s Rating of “A-VII” or better. The Contractor shall
14 maintain and ensure all insurance policies are current for the full period of
15 the contract until final acceptance of the work by the State.
16

17 The Certificate of Insurance shall contain: a clause that it is agreed
18 that any insurance maintained by the State of Hawaii will apply in excess
19 of, and not contribute with, insurance provided by this policy; and shall be
20 accompanied by endorsement form CG2010 or equivalent naming the
21 State as an additional insured to the policy which status shall be
22 maintained for the full period of the contract until final acceptance of the
23 work by State.
24

25 The Contractor shall obtain all required insurance as part of the
26 contract price. Where there is a requirement for the State of Hawaii and
27 its officers and employees to be named as additional insureds under any
28 Contractor’s insurance policy, before the State of Hawaii issues the Notice
29 to Proceed, the Contractor shall obtain and submit to the Engineer a
30 Certificate of Insurance and a written policy endorsement that confirms the
31 State of Hawaii and its officers and employees are additional insureds for
32 the specific State project number and project title under such insurance
33 policies. The written policy endorsement must be issued by the insurance
34 company insuring the Contractor for the specified policy type or by an
35 agent of such insurance company who is vested with the authority to issue
36 a written policy endorsement. The insurer’s agent shall also submit
37 written confirmation of such authority to bind the insurer. Any delays in
38 the issuance of the Notice to Proceed attributed to the failure to obtain the
39 proof of the State of Hawaii and its officers and employees’ additional
40 insured status shall be charged to the Contractor.
41

42 A mere Certificate of Insurance issued by a broker who represents
43 the Contractor (but not the Contractor’s insurer), or by any other party who
44 is not authorized to contractually name the State as an additional insured
45 under the Contractor’s insurance policy, is not sufficient to meet the
46 Contractor’s insurance obligations.

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Certificates shall contain a provision that coverages being certified will not be cancelled or materially changed without giving the Engineer at least thirty (30) days prior written notice. Contractor will immediately provide written notice to the Director should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, reduced in scope or coverage, or not renewed upon expiration. Should any policy be canceled before final acceptance of the work by the State, and the Contractor fails to immediately procure replacement insurance as specified, the State, in addition to all other remedies it may have for such breach, reserves the right to procure such insurance and deduct the cost thereof from any money due or to become due to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from its operations under this contract, including the Contractor's obligation to pay liquidated damages, nor shall it affect the Contractor's separate and independent duty to defend, indemnify and hold the State harmless pursuant to other provisions of this contract. In no instance will the State's exercise of an option to occupy and use completed portions of the work relieve the Contractor of its obligation to maintain the required insurance until the date of final acceptance of the work.

All insurance described herein shall be primary and cover the insured for all work to be performed under the contract, all work performed incidental thereto or directly or indirectly connected therewith, including but not limited to traffic detour work, barricades, warnings, diversions, lane closures, and other work performed outside the work area and all change order work.

The Contractor shall, from time to time, furnish the Engineer, when requested, satisfactory proof of coverage of each type of insurance required covering the work. Failure to comply with the Engineer's request may result in suspension of the work, and shall be sufficient grounds to withhold future payments due the Contractor and to terminate the contract for Contractor's default.

(B) Types of Insurance. Contractor shall purchase and maintain insurance described below which shall provide coverage against claims arising out of the Contractor's operations under the contract, whether such operations be by the Contractor itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

92 **(1) Workers' Compensation.** The Contractor shall obtain
93 worker's compensation insurance for all persons whom they
94 employ in carrying out the work under this contract. This insurance
95 shall be in strict conformity with the requirements of the most
96 current and applicable State of Hawaii Worker's Compensation
97 Insurance laws in effect on the date of the execution of this contract
98 and as modified during the duration of the contract.
99

100 **(2) Auto Liability.** The Contractor shall obtain Auto Liability
101 Insurance covering all owned, non-owned and hired autos with a
102 Combined single Limit of not less than \$1,000,000 per occurrence
103 for bodily injury and property damage with the State of Hawaii
104 named as additional insured. Refer to SPECIAL CONDITIONS for
105 any additional requirements.
106

107 **(3) General Liability.** The Contractor shall obtain General
108 Liability insurance with a limit of not less than \$2,000,000 per
109 occurrence and in the Aggregates for each of the following:
110

111 **(a)** Products - Completed/Operations Aggregate,

112 **(b)** Personal & Advertising Injury, and
113

114 **(c)** Bodily Injury & Property Damage
115
116

117 The General Liability insurance shall include the State as an
118 Additional Insured. The required limit of insurance may be provided
119 by a single policy or with a combination of primary and excess
120 policies. Refer to SPECIAL CONDITIONS for any additional
121 requirements."
122

123 **(II) Amend 107.03 – Working Hours; Night Work** by adding the following
124 after line 142.
125

126 "Upon Award of the project, the Contractor shall apply for a Noise
127 Variance for this project through the Department of Health according to 'Hawaii
128 Administrative Rules Title 11, Chapter 11-46-8' for night work. If the variance is
129 not granted or should the Department of Health modify, suspend or revoke the
130 Noise Variance, the State will have the right to have part or all of the contract
131 work done during the day. The Engineer and the Contractor will negotiate
132 compensation for doing such work during the day.
133

134 As part of obtaining the Noise Variance, the Contractor shall, as required
135 by DOH, prepare all material and provide public notifications such as, but not
136 limited to, mailings and newspaper notices. The Contractor shall coordinate with
137 the Engineer and DOH for any public meetings required. The Contractor shall

secure the location, attend, host, and prepare all materials necessary for public meetings.

The Noise Variance application shall be from December 1, 2014 to June 30, 2016 and shall allow work during the following hours:

Monday to Thursday, from 6:00 p.m. to 7:00 a.m.
Friday, from 6:00 p.m. to Saturday 9:00 a.m.
Saturday, from 6:00 p.m. to Monday 7:00 a.m.

The following are assumed to be conditions of the DOH noise variance and the Contractor shall assume these conditions in preparing their proposal for this Contract:

- (1) Use of jackhammers, jumping jacks, hoe rams, and vibratory sheetpile drivers shall be prohibited after 10:00 p.m.
- (2) Use of cold planer shall be prohibited after 12:00 a.m.
- (3) Contractor shall make every effort to minimize noise emanating from the project.
- (4) The use of reverse signal alarms shall be prohibited between 8:00 p.m. and 7:00 a.m. The alternative method utilizing a ground guide for signaling shall be employed.
- (5) Traffic noise from heavy vehicles traveling to and from the construction site shall be minimized near residences.
- (6) The Contractor shall have a job-site inspector to whom immediate complaints can be forwarded for prompt response and who shall have the general responsibility of monitoring quiet work procedures.
- (7) The Contractor shall give sufficient notice regarding the project to any residents that may be impacted by the nighttime activity. The notification for the planned nighttime activity shall also contain the name and telephone number of the job-site inspector. In addition, a copy of any notifications, as well as progress reports, shall be sent to the Indoor and Radiological Health Branch.
- (8) If noise level is such that numerous complaints are received by the Department, the Contractor shall cease operations upon receipt of an order and complete the project during hours on weekdays and weekends as directed.

183 (9) The Contractor shall notify the Indoor and Radiological Health
184 Branch, State Department of Health, as to the date and time of any
185 variance hour activity as soon as the dates are confirmed and also
186 when the project is completed.

187
188 (10) Should the duration of the project continue beyond the expiration
189 date, the Contractor shall submit a request for extension to the
190 Engineer along with an updated work schedule at least one (1)
191 month prior to the expiration date.

192
193 (11) Pursuant to H.R.S., Chapter 342F, Section 342F-5(d)(3), the
194 Contractor shall perform noise sampling during the variance hours
195 and report the results of such sampling to the Indoor and
196 Radiological Health Branch.

197
198 The Engineer will pay for obtaining the Noise Variance on a lump sum
199 basis under pay item 107.1000 – Noise Variance.”

200
201 (III) Add **107.18 – Avoidance and Minimization Measures for Endangered**
202 **Species** by adding the following after line 745:

203
204 **“107.18 – Avoidance and Minimization Measures for Endangered Species**

205
206 (A) No nighttime construction will be permitted during the seabird
207 fledging period of September 15th through December 15th.

208
209 (B) Night work between December 16th and September 14th is
210 permitted, provided all construction lights are shielded and directed toward
211 the ground.

212
213 (C) No clearing, grubbing, or trimming of woody plants greater than 15’
214 shall be allowed during the Hawaiian Hoary Bat pup-rearing season (June
215 1st through September 15th).”

216
217
218 **END OF SECTION 107**

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Sections:

4
5 **(I) Amend Subsection 108.05(B)(2) – Delay for Permits** by revising lines
6 149 to 156 to read as follows:

7
8 **“(2) Delay for Permits.** For delays in the routine application
9 and processing time required to obtain necessary permits,
10 including permits to be obtained from State agencies, the
11 Engineer may grant an extension provided that the delay is not
12 caused by the Contractor, and provided that as soon as the delay
13 occurs, the Contractor notifies the Engineer in writing that the
14 permits are not available. Time extensions will be the exclusive
15 relief granted on account of such delays.”

16
17 **(II) Amend Subsection 108.06(A)(1) - For Contracts \$2,000,000 or less or**
18 **For Contract Time 100 Working Days or 140 Calendar Days or less** from
19 lines 290 to 296 to read as follows:

20
21 **“(1) For Contracts \$2,000,000 or less or For Contract Time**
22 **100 Working Days or 140 Calendar Days or Less.** For
23 contracts of \$2,000,000 or less or for contract time of 100 working
24 days or 140 calendar days or less, the progress schedule will be a
25 Time Scaled Logic Diagram (TSLD). The Contractor shall submit
26 a TSLD submittal package meeting the following requirements and
27 having these essential and distinctive elements:”

28
29 **(III) Amend Subsection 108.06(A)(2) - For Contracts Which Have A**
30 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**
31 **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read
32 as follows:

33
34 **“(2) For Contracts Which Have A Contract Amount More**
35 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
36 **Working Days Or 140 Calendar Days.** For contracts which
37 have a contract amount more than \$2,000,000 or contract time of
38 more than 100 working days or 140 calendar days, the Contractor
39 shall submit a Timed-Scaled Logic Diagram (TSLD) meeting the
40 following requirements and having these essential and distinctive
41 elements:”

(IV) Amend **Subsection 108.06(A)(2)(a)** line 360 to read as follows:

“(a) The information and requirements listed in Subsection 108.06(A)(1) - For Contracts \$2,000,000 or Less or For Contract Time 100 Working Days or 140 Calendar Days or Less.”

(V) Amend **Subsection 108.08 - Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time** by revising line 599 to read as follows:

“to the State, in the amount of \$ 5,000.00 per working day.”

(VI) Amend **Subsection 108.09 - Rental Fees for Unauthorized Lane Closure or Occupancy** from lines 635 to 644 to read as follows:

“**108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In addition to all other remedies available to the State for Contractor’s breach of the terms of the contract, the Engineer will assess the rental fees in the amount of \$1,500 for every one-to fifteen-minute increment for each roadway lane closed to the public use or occupied beyond the time periods authorized in the contract or by the Engineer. The maximum amount assessed per day shall be \$15,000. The State may, at its discretion, deduct the amount from monies due or that may become due under the contract. The rental fee may be waived in whole or part if the Engineer determines that the unauthorized period of lane closure or occupancy was due to factors beyond the control of the Contractor. Equipment breakdown is not a cause to waive liquidated damages.”

(VII) Amend **Subsection 108.14 – Final Acceptance** from lines 984 to 991 to read as follows:

“**108.14 Final Acceptance.** When the Engineer finds that the project has been satisfactorily completed in compliance with the contract, the Engineer will notify the Contractor in writing of the project’s completion and acceptance effective as of the date of the final inspection. The final acceptance date shall determine end of contract time, liquidated damages for failure to complete the punchlist and commencement of all guaranty periods subject to Subsection 108.16 – Contractor’s Responsibility for Work; Risk of Loss or Damage.”

END OF SECTION 108

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(I) Amend **Section 401.02 Materials**, by adding the following after line 14:

(II) Amend **Section 401.02(A) General**, by adding the following paragraph after line 24:

(III) Amend **Section 401.02(A) General**, by replacing lines 36 - 37 to read as follows:

(IV) Amend Section 401.02(C) Submittals, by adding the following paragraph after line 89:

(V) Amend Section 401.03(B)(3) Asphalt Pavers, from line 200 to include the following:

The following specific requirements shall apply to the identified bituminous pavers:

- 46 (1) Blaw-Knox bituminous pavers shall be
47 equipped with the Blaw-Knox Materials
48 Management Kit (MMK).
49
50 (2) Cedarapids bituminous pavers shall be those
51 that were manufactured in 1989 or later.
52
53 (3) Barber-Green/Caterpillar bituminous pavers
54 shall be equipped with deflector plates as
55 identified in the December 2000 Service
56 Magazine entitled "New Asphalt Deflector Kit
57 {6630, 6631, 6640}".
58

59 Prior to the start of using the paver for placing plant
60 mix, the Contractor shall submit for approval a full
61 description in writing of the means and methodologies that
62 will be used to prevent bituminous paver segregation. Use of
63 the paver shall not commence prior to receiving approval
64 from the Engineer.
65

66 The Contractor shall supply a Certificate of
67 Compliance that verifies that the approved means and
68 methods used to prevent bituminous paver segregation have
69 been implemented on all pavers used on the project and is
70 working in accordance with the manufacturer's
71 requirements."
72

73 **(VI) Amend Section 401.03(F)(1) HMA Pavement Courses One and a**
74 **Half Inches Thick Or Greater**, from lines 501 to 507 to read as follows:
75

76 **"(1) HMA Pavement Courses One and a Half Inches Thick Or**
77 **Greater.** Where HMA pavement compacted thickness indicated
78 in the contract documents is 1-1/2 inches or greater, compact to not
79 less than 92.0 percent nor greater than 97.0 percent of the
80 maximum specific gravity determined in accordance with AASHTO
81 T 209, modified by deletion of Supplemental Procedure for Mixtures
82 Containing Porous Aggregate."
83

84
85 **(VII) Amend Section 401.03(F)(3) HMA Pavement Courses One and a**
86 **Half Inches Thick or Greater In Special Areas Not Designated For Vehicular**
87 **Traffic**, from lines 532 to 540 to read as follows:
88

89 **"(3) HMA Pavement Courses One and a Half Inches Thick or**
90 **Greater In Special Areas Not Designated For Vehicular Traffic.**
91 For areas such as bikeways that are not part of roadway and other

areas not subjected to vehicular traffic, compact to not less than 90.0 percent of maximum specific gravity determined in accordance with AASHTO T 209, modified by deletion of Supplemental Procedure for Mixtures Containing Porous Aggregate. Increase asphalt content by at least 0.5 percent above that used for HMA pavements designed for vehicular traffic."

(VIII) Amend Section 401.04 Measurement, from lines 599 to 605 to read as follows:

"401.04 Measurement. The Engineer will measure asphalt concrete pavement per ton in accordance with the contract documents."

(IX) Amend Section 401.05 Payment, from lines 607 to 638, to read as follows:

"401.05 Payment. The Engineer will pay for the accepted pay item listed below at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for the following pay item when included in the proposal schedule:

Pay Item	Pay Unit
----------	----------

HMA Pavement, Mix No. _____	Ton
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(1) 80% of the contract unit price upon completion of submitting a job-mix formula acceptable to the Engineer; preparing the surface, spreading, and finishing the mixture; and compacting the mixture;

(2) 20% of the contract unit price upon completion of cutting samples from the compacted pavement for testing; placing and compacting the sampled area with new material conforming to the surrounding area; protecting the pavement; and final analysis.

The Engineer will pay for cold planing in accordance with and under Section 415 – Cold Planing of Existing Pavement.

The Engineer will pay for adjusting existing frames and covers and valve boxes in accordance with and under Section 604 – Manholes, Inlets and Catch

137 Basins and Section 626 – Manholes and Valve Boxes for Water and Sewer
138 Systems.”

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END OF SECTION 401