

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

ADDENDUM NO. 1

FOR

KAUMUALII HIGHWAY RESURFACING

VICINITY OF LAULEA STREET TO HALEWILI ROAD

PROJECT NO. 50C-02-01M

DISTRICT OF KOLOA
ISLAND OF KAUAI

2003

Amend the Bid Documents as follows:

1. **SPECIAL PROVISIONS:**

- a. Amend **Sub-Section 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 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

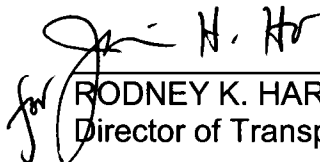
project area before receiving written authorization from the Engineer, the Department may refuse or deny contract adjustments for that portion of the project work."

- b. Replace Pages 202-1a through 202-3a dated 5/02/03 with the attached Pages 202-1a through 202-3a dated 6/16/03.

2. PROPOSAL SCHEDULE:

- a. Replace Pages P-9 through P-10 dated 5/06/03 with the attached Pages P-9 through P-10 dated 6/12/03.

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.



RODNEY K. HARAGA
Director of Transportation

Amend **SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**
to read as follows:

"SECTION 202 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

202.01 Description. This section is for the removal and disposal of buildings, fences, structures, old pavements, abandoned pipelines, and other obstructions designated or not permitted to remain; salvaging of designated materials and backfilling the resulting trenches, holes, and pits; and rearranging of utility and non-highway facilities, existing highway improvements, and portland cement concrete to remain. Rearrangement includes installation, relocation, alteration, salvaging, removing and disposing of structures and obstructions.

When the proposal does not include pay items for this section, conduct that work under Section 203 - Excavation and Embankment.

202.02 Materials. Materials shall conform to the following:

Trench Backfill Material 703.21

202.03 Construction Requirements. The Contractor shall exercise every precaution to preserve and protect structures, fences, and utilities to remain or removed by others according to Subsections:

(1) 107.16 - Protection and Restoration of Property and Landscape,

(2) 107.20 - Contractor's Responsibility for Work, and

(3) 107.21 - Contractor's Responsibility for Utility Property and Services.

(A) Obstructions. Remove obstructions that interfere with construction according to the contract including

(1) signs, posts, raised bars, guardrails, and structures placed for the information, safety, direction, or control of traffic;

(2) monuments, fences, and headers;

(3) curb and/or gutter, drainage and sewerage structures except those constructed of portland cement concrete;

(B) Removal Methods. Obliterate existing roads that are not to remain in place. Obliteration includes rooting, plowing, pulverizing or scarifying to a minimum depth of 6 inches or to the bottom of the

underlying base, whichever is less. Place an earth cover of not less than 6 inches in thickness. Submit an earth cover for acceptance.

Break up bituminous material into pieces not larger than 4 inches in greatest dimension. Mix the bituminous material with an equal quantity of underlying material. Shape the ground to provide a presentable and well-drained area.

Backfill trenches, holes, depressions and pits left by the removal of the obstruction with embankment material.

Remove abandoned utility lines, such as pipes and conduits, within the roadbed area to a depth of at least 24 inches below finished grade.

Seal the pipes that the contract calls to abandon with:

- (1) a tight-fitting plug,
- (2) a wall of Class A or Class B concrete not less than 6 inches thick, or
- (3) a brick wall not less than 8 inches thick with cement mortar joints.

Demolish abandoned manholes to an elevation 3 feet below finished grade. Also, backfill the abandoned manholes as required by the contract. Salvage the manhole frame and cover according to Section 604 - Storm Drain Manholes, Drop Inlets and Catch Basins.

(C) Disposal. Dispose of the materials according to Subsection 201.03(B) - Removal and Disposal of Material.

(D) Removal of Concrete. Remove existing concrete slabs, foundations, and old pavements within the roadbed areas to a depth of at least 3 feet below finished grade.

Cut portions of concrete curbs, gutters, sidewalks, aprons, driveways and pavements to remain to a depth of 1-1/2 inches with a power-drive abrasive saw. The saw cut shall be neat and true with no shattering or spilling of the portion of concrete remaining in place or joining with the new work.

Remove the concrete without damaging the concrete that is to remain in place. Repair damages at no cost to the State.

Clean the existing reinforcement thoroughly that is to be incorporated in the new work material before embedding reinforcement in new concrete at no cost to the State.

The Contractor may break the removed concrete into pieces not larger than 2 feet in greatest dimension. Also, the Contractor may bury the removed concrete in adjacent embankments at a depth of not less than 3 feet below finished grade. Do not bury the removed concrete in areas where the contract calls for driving piles. Also, do not bury the removed concrete within 10 feet of trees, pipelines, poles, buildings or other permanent objects or structures. Submit in writing for acceptance by the Engineer the manner the removed concrete may be disposed of and at such locations. When the Contractor chooses to dispose of that material outside the highway right-of-way, make such disposal according to Subsection 201.03(B) - Removal and Disposal of Material.

Remove and dispose of reinforcing or other steel encountered in concrete according to Subsection 201.03(B) - Removal and Disposal of Material.

Break the concrete pavements and similar slabs upon which embankments are to be constructed into pieces not larger than 2 feet in greatest dimension. Leave them in place, provided the depth of the pieces shall be not less than 3 feet below finished grade.

202.04 Method of Measurement. The Engineer will measure the removal of structures and obstructions per cubic yard or per linear foot.

202.05 Basis of Payment. The Engineer will pay for the accepted removal of structures and obstruction at the contract unit price per cubic yard or per linear foot.

The price includes full compensation for removing and disposing of that item; excavating; cutting and plugging existing pipes; backfilling; salvaging of materials removed including their custody, preservation, and storing on the right-of-way; and furnishing equipment, tools, labor, materials, and incidentals necessary to complete the work.

The Engineer will make payment under:

Pay Item	Pay Unit
Removal of _____	Cubic Yard
Removal of _____	Linear Foot"

END OF SECTION

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
202.0440	Removal of Concrete Drainage Structure	10	Cu Yd	\$ _____	\$ _____
202.0542	Removal of Bituminous Curb	100	Lin Ft	\$ _____	\$ _____
203.0100	Roadway Excavation	5,172	Cu Yd	\$ _____	\$ _____
209.3000	Water Pollution and Erosion Control	F.A.	F.A.	F.A.	\$ <u>25,000.00</u>
305.1110	Aggregate Subbase	1,720	Cu Yd	\$ _____	\$ _____
312.0100	Plant Mix Glassphalt Concrete Base Course	7,852	Ton	\$ _____	\$ _____
401.0400	Asphalt Concrete Pavement, Mix No. IV	2,604	Ton	\$ _____	\$ _____
604.4550	Adjusting Water Valve Box Frame and Cover	19	Each	\$ _____	\$ _____
604.4710	Adjusting Traffic Signal Pullbox Frame and Cover	1	Each	\$ _____	\$ _____
617.0100	Imported Planting Soil	29	Cu Yd	\$ _____	\$ _____
618.0100	Grassed Surfaces	L.S.	L.S.	L.S.	\$ _____
621.0300	Destination Sign with Posts	1	Each	\$ _____	\$ _____
621.4130	Reflector Marker (RM-3)	43	Each	\$ _____	\$ _____
621.4700	Object Marker, Type II	43	Each	\$ _____	\$ _____

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
621.5000	Regulatory and Warning Sign (10 Sq Ft or Less)	4	Each	\$ _____	\$ _____
621.5100	Regulatory and Warning Sign (10 Sq Ft or Less) with Post	22	Each	\$ _____	\$ _____
621.5300	Regulatory and Warning Sign (Greater than 10 Sq Ft) with Posts	2	Each	\$ _____	\$ _____
621.5600	Street Name Sign on Stop Sign	7	Each	\$ _____	\$ _____
621.5700	Street Name Sign on Warning Sign	1	Each	\$ _____	\$ _____
621.6100	Type A Route Marker Assembly with Post	2	Each	\$ _____	\$ _____
621.6200	Type B Route Marker Assembly with Post	1	Each	\$ _____	\$ _____
621.7100	Construction Sign with Posts	6	Each	\$ _____	\$ _____
621.7600	Mile Post Marker with Post (Bi-Directional)	1	Each	\$ _____	\$ _____
629.1010	4-Inch Pavement Striping (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	\$ _____
629.1011	4-Inch Pavement Striping (Tape, Type II or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	\$ _____
629.1012	4-Inch Pavement Striping (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	\$ _____