

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

**ADDENDUM NO. 1
Kaumualii Highway Intersection Improvements at Waimea Canyon Drive
PROJECT NO. 50B-01-14R**

The following amendments shall be made to the Bid Documents:

A. NOTICE TO BIDDERS

1. The deadline to submit bids is extended from Wednesday, May 26, 2021, at 2:00 P.M., Hawaii Standard Time (HST) to Wednesday, June 9, 2021, at 2:00 P.M., Hawaii Standard Time (HST).

B. SPECIFICATIONS

1. Replace Section 101 — Terms, Abbreviations, and Definitions dated 10/01/17 with the attached Section 101 — Terms, Abbreviations, and Definitions dated r5/18/21.
2. Replace Section 631 — Traffic Control, Regulatory, Warning, and Miscellaneous Signs dated 1/21/21 with the attached Section 631 — Traffic Control, Regulatory, Warning, and Miscellaneous Signs Control dated r5/18/21
3. Add attached Section 636 — E-Construction dated r5/18/21.
4. Replace Section 645 — Work Zone Traffic Control dated 10/11/16 with the attached Section 645 — Work Zone Traffic Control dated r5/18/21

C. PROPOSAL

1. Replace Proposal pages P-2 to P-5 dated 3/3/2021 with the attached Proposal pages P-2 to P-5 dated r5/18/21.
2. Replace Proposal pages P-11 to P-14 dated 2/23/21 with the attached Proposal pages P-11 to P-14 dated r5/18/21.

D. PLANS

1. Replace Plan Sheet No. 19 (Signing and Signage Details – 2) with the attached Plan Sheet No. ADD.19

2. Replace Plan Sheet No. 27 (Street Name Sign Details) with the attached Plan Sheet No. ADD.27
3. Replace Plan Sheet No. 32 (Low Speed Undivided Highway Work Zone Signing Plan, Notes & Details) with the attached Plan Sheet No. ADD.32

E. PRE-BID MEETING MINUTES

1. Attached are the May 10, 2021 Pre-Bid Meeting Minutes and Attendance Sheet for your Information.

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.



JADE T. BUTAY
Director of Transportation

Amend **Section 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS** to read as follows:

“DIVISION 100 - GENERAL PROVISIONS

SECTION 101 - TERMS, ABBREVIATIONS, AND DEFINITIONS

101.01 Meaning of Terms. The specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, “the Contractor shall”, is implied. In the material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project. The word “will” generally pertains to decisions or actions of the State.

When a publication is specified, it refers to the most recent date of issue, including interim publications, before the bid opening date for the project, unless a specific date or year of issue is provided.

101.02 Abbreviations. Meanings of abbreviations used in the specifications, on the plans, or in other contract documents are as follows:

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
ADAAG	Americans with Disabilities Act Accessibility Guidelines
AGC	Associated General Contractors of America
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association

46	ARA	American Railway Association
47		
48	AREA	American Railway Engineering Association
49		
50	ASA	American Standards Association
51		
52	ASCE	American Society of Civil Engineers
53		
54	ASLA	American Society of Landscape Architects
55		
56	ASTM	American Society for Testing and Materials
57		
58	AWG	American Wire Gauge
59		
60	AWPA	American Wood Preserver's Association
61		
62	AWS	American Welding Society
63		
64	AWWA	American Water Works Association
65		
66	BMP	Best Management Practice
67		
68	CCO	Contract Change Order
69		
70	CFR	Code of Federal Regulations
71		
72	CRSI	Concrete Reinforcing Steel Institute
73		
74	DCAB	Disability and Communication Access Board, Department of
75		Health, State of Hawaii
76		
77	DOTAX	Department of Taxation, State of Hawaii
78		
79	EPA	U.S. Environmental Protection Agency
80		
81	FHWA	Federal Highway Administration,
82		U.S. Department of Transportation
83		
84	FSS	Federal Specifications and Standards,
85		General Services Administration, U.S. Department of Defense
86		
87	HAR	Hawaii Administrative Rules
88		
89	HDOT	Department of Transportation, State of Hawaii
90		

91	HIOSH	Occupational Safety and Health, Department of Labor and
92		Industrial Relations, State of Hawaii
93		
94	HMA	Hot Mix Asphalt
95		
96	HRS	Hawaii Revised Statutes
97		
98	ICEA	Insulated Cable Engineers Association (formerly IPCEA)
99		
100	IMSA	International Municipal Signal Association
101		
102	IRS	Internal Revenue Service
103		
104	ITE	Institute of Transportation Engineers
105		
106	MUTCD	Manual on Uniform Traffic Control Devices for Streets and
107		Highways, FHWA, U.S. Department of Transportation
108		
109	NCHRP	National Cooperative Highway Research Program
110		
111	NEC	National Electric Code
112		
113	NEMA	National Electrical Manufacturers Association
114		
115	NFPA	National Forest Products Association
116		
117	NPDES	National Pollutant Discharge Elimination System
118		
119	OSHA	Occupational Safety and Health Administration/Act,
120		U.S. Department of Labor
121		
122	SAE	Society of Automotive Engineers
123		
124	SI	International Systems of Units
125		
126	UFAS	Uniform Federal Accessibility Standards
127		
128	UL	Underwriter's Laboratory
129		
130	USGS	U.S. Geological Survey
131		
132	VECP	Value Engineering Cost Proposal
133		
134		

101.03 Definitions. Whenever the following words, terms, or pronouns are used in the contract documents, unless otherwise prescribed therein and without regards to the use or omission of uppercase letters, the intent and meaning shall be interpreted as follows:

Addendum (plural - Addenda) - A written or graphic document, including drawings and specifications, issued by the Director during the bidding period. This document modifies or interprets the bidding documents by additions, deletions, clarifications or corrections.

Addition (to the contract sum) - Amount added to the contract sum by change order.

Advertisement - A public announcement inviting bids for work to be performed or materials to be furnished.

Amendment - A written document issued to amend the existing contract between the State and Contractor and properly executed by the Contractor and Director.

Award - Written notification to the bidder that the bidder has been awarded a contract.

Bad Weather Day (or Unworkable Day) - A day when weather or other conditions prevent a minimum of four hours of work with the Contractor's normal work force on critical path activities at the site.

Bag - 94 pounds of cement.

Barrel - 376 pounds of cement.

Base Course - The layer or layers of specified material or selected material of a designed thickness placed on a subbase or subgrade to support a surface course.

Basement Material - The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer.

Bid - See Proposal.

Bidder - An individual, partnership, corporation, joint venture or other legal entity submitting, directly or through a duly authorized representative or agent, a proposal for the work or construction contemplated.

Bidding Documents (or Solicitation Documents) - The published solicitation notice, bid requirements, bid forms and the proposed contract documents including all addenda and clarifications issued prior to receipt of the bid.

Bid Security - The security furnished by the bidder from which the State may recover its damages in the event the bidder breaches its promise to enter into a contract with the State, or fails to execute the required bonds covering the work contemplated, if its proposal is accepted.

Blue Book - EquipmentWatch Cost Recovery (formerly known as EquipmentWatch Rental Rate Blue Book), available from EquipmentWatch, a division of Penton, Inc.

Calendar Day - See Day.

Change Order (or Contract Change Order) - A written order signed by the Engineer issued with or without the consent of the Contractor directing changes in the work, contract time or contract price. The purposes of a change order include, but are not limited to (1) establishing a price or time adjustment for changes in the work; (2) establishing full payment for direct, indirect, and consequential costs, including costs of delay; (3) establishing price adjustment or time adjustment for work covered and affected by one or more field orders; or (4) settling Contractor's claims for direct, indirect, and consequential costs, or for additional contract time, in whole or in part.

Completion - See Substantial Completion and Final Completion.

Completion Date - The date specified by the contract for the completion of all work on the project or of a designated portion of the project.

Comptroller - the Comptroller of the State of Hawaii, Department of Accounting and General Services.

Contract - The written agreement between the Contractor and the State, by which the Contractor shall provide all labor, equipment, and materials and perform the specified work within the contract time stipulated, and by which the State of Hawaii is obligated to compensate the Contractor at the prices set forth in the contract documents.

Contract Certification Date - The Date on which the Deputy Comptroller for the State of Hawaii (or authorized representative) signs the Contract Certification.

Contract Completion Date - The calendar day on which all work on the project, required by the contract, must be completed. See CONTRACT TIME.

Contract Documents - The contract, solicitation, addenda, notice to bidders, Contractor's bid proposal (including wage schedule, list of subcontractors and other documentations accompanying the bid), notice to proceed, bonds, general provisions, special provisions, specifications, drawings, all modifications, all written amendments, change orders, field orders, orders for minor changes in the work, the Engineer's written interpretations and clarifications issued on or after the effective date of the contract.

Contract Item (Pay Item) - A specific unit of work for which there is a price in the contract.

Contract Modification (Modification) - A change order that is mutually agreed to and signed by the parties to the contract.

Contract Price - The amount designated on the face of the contract for the performance of work.

Contract Time (or Contract Duration) - The number of calendar or working days provided for completion of the contract, inclusive of authorized time extensions. Contract time shall commence on the Start Work Date and end on the Substantial Completion Date. If in lieu of providing a number of calendar or working days, the contract requires completion by a certain date, the work shall be completed by that date.

Contracting Officer - See Engineer.

Contractor - Any individual, partnership, firm, corporation, joint venture, or other legal entity undertaking the execution of the work under the terms of the contract with the State.

Critical Path - Longest logical sequence of activities that must be completed on schedule for the entire project to be completed on schedule.

Day - Any day shown on the calendar, beginning at midnight and proceeding up to, but not including, midnight the following day. If no designation of calendar or working day is made, "day" shall mean calendar day.

Department - The Department of Transportation of the State of Hawaii (abbreviated HDOT).

Director - The Director of the HDOT acting directly or through duly authorized representatives.

Plans (or Drawings) - The contract drawings in graphic or pictorial form including the notes, tables and other notations thereon indicating the design, location, character, dimensions, and details of the work.

Engineer - The Highway Administrator, Highways Division, HDOT, or the authorized person delegated to act on the Administrator's behalf.

Equipment - All machinery, tools, and apparatus needed to complete the contract.

Field Order - A written order issued by the Engineer or the Engineer's authorized representative to the Contractor requiring a change or changes to the contract work. A field order may (1) establish a price adjustment or time adjustment; or (2) may declare that no adjustment will be made to contract price or contract time; or (3) may request the Contractor to submit a proposal for an adjustment to the contract price or contract time.

Final Acceptance - The Status of the project when the Engineer finds that the Contractor has satisfactorily completed all contract work in compliance with the contract including all plant establishment requirements, and all the materials have been accepted by the State.

Final Completion - The date set by the Director that all work required by the contract has been completed in full compliance with the contract documents.

Final Inspection - Inspection where all contract items (with the exception of Planting Period and Plant Establishment Period) are accepted by the Engineer. Substantial Completion will be issued by the Engineer based on the satisfactory results of the Final Inspection.

Float - The amount of time between when an activity can start and when an activity must start, i.e., the time available to complete non-critical activities required for the performance of the work without affecting the critical path.

Guarantee - Legally enforceable assurance of the duration of satisfactory performance of quality of a product or work.

Hawaii Administrative Rules - Rules adopted by the State in accordance with Chapter 91 of the Hawaii Revised Statutes, as amended.

Highway (Street, Road, or Roadway) - A public way within a right-of-way designed, intended, and set aside for use by vehicles, bicyclists, or pedestrians.

Highways Division - The Highways Division of the Hawaii Department of Transportation constituted under the laws of Hawaii for the administration of highway work.

Holidays - The days of each year which are set apart and established as State holidays pursuant to Chapter 8 of the Hawaii Revised Statutes, as amended.

Inspector - The Engineer's authorized representative assigned to make detailed inspections of contract performance, prescribed work, and materials supplied.

Laboratory - The testing laboratory of the Highways Division or other testing laboratories that may be designated by the Engineer.

Laws - All Federal, State, and local laws, executive orders and regulations having the force of law.

Leveling Course - An aggregate mixture course of variable thickness used to restore horizontal and vertical uniformity to existing pavements or shoulders.

Liquidated Damages - The amount prescribed in Subsection 108.08 - Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time, to be paid to the State or to be deducted from any payments payable to or, which may become payable to the Contractor.

Lump Sum (LS) - When used as a payment method means complete payment for the item of work described in the contract documents.

Material - Any natural or manmade substance or item specified in the contract to be incorporated in the work.

Notice to Bidders - The advertisement for proposals for all work or materials on which bids are required. Such advertisement will indicate the location of the work to be done or the character of the material to be furnished and the time and place for the opening of proposals.

Notice to Proceed - Written notice from the Engineer to the Contractor identifying the date on which the Contractor is to begin procuring materials and required permits and adjusting work forces, equipment, schedules, etc. prior to beginning physical work.

Pavement - The uppermost layer of material placed on the traveled way or shoulders or both. Pavement and surfacing may be interchangeable.

Pavement Structure - The combination of subbase, base, pavement, surfacing or other specified layer of a roadway constructed on a subgrade to support the traffic load.

Payment Bond - The security executed by the Contractor and surety or sureties furnished to the Department to guarantee payment by the Contractor to laborers, material suppliers and subcontractors in accordance with the terms of the contract.

Physical Work - Physical construction activities on the project site or at appurtenant facilities including staging areas. It includes; (i) building or installing any structures or facilities including, but not limited to sign erection; BMP installation; field office site grading and building; (ii) removal, adjustment, or demolition of physical obstructions on site; (iii) any ground breaking activities; and (iv) any utility work. It does not include pre-construction environmental testing (such as water quality baseline measurements) that may be required as part of contract.

Pre-Final Inspection - Inspection scheduled when Contractor notifies Engineer that all physical work on the project, with the exception of planting period and plant establishment period, has been completed. Notice from Contractor of substantial completion will suspend contract time until Contractor receives punchlist from Engineer.

Profile Grade - The elevation or gradient of a vertical plane intersecting the top surface of the proposed pavement.

Project Acceptance Date - The calendar day on which the Engineer accepts the project as completed. See Final Completion.

Proposal (Bid) - The executed document submitted by a Bidder in response to a solicitation request, to perform the work required by the proposed contract documents, for the price quoted and within the time allotted.

Public Traffic - Vehicular or pedestrian movement on a public way.

Punchlist - A list compiled by the Engineer specifying work yet to be completed or corrected by the Contractor in order to substantially complete the contract.

Questionnaire - The specified forms on which the bidder shall furnish required information as to its ability to perform and finance the work.

Request for Change Proposal - A written notice from the Engineer to the Contractor requesting that the Contractor provide a price and/or time proposal for contemplated changes preparatory to the issuance of a field order or change order.

Right-of-Way - Land, property, or property interests acquired by a government agency for, or devoted to transportation purposes.

Roadbed - The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadside - The area between the outside edges of the shoulders and the right-of-way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

Section and Subsection - Section or subsection shall be understood to refer to these specifications unless otherwise specified.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the work.

Shoulder - The portion of the roadway next to the traveled way for: accommodation of stopped vehicles, placement of underground facilities, emergency use, and lateral support of base and surface courses.

Sidewalk - That portion of the roadway primarily constructed for use by pedestrians.

Solicitation - An invitation to bid or request for proposals or any other document issued by the Department to solicit bids or offers to perform a contract. The solicitation may indicate the time and place to receive the bids or offers and the location, nature and character of the work, construction or materials to be provided.

Specifications - Compilation of provisions and requirements to perform prescribed work.

(A) **Standard Specifications.** Specifications by the State intended for general application and repetitive use.

(B) **Special Provisions.** Revisions and additions to the standard specifications applicable to an individual project.

Standard Plans - Drawings provided by the State for specific items of work approved for repetitive use.

State - The State of Hawaii, its Departments and agencies, acting through its authorized representative(s).

State Waters – All waters, fresh, brackish, or salt, around and within the State, including, but not limited to, coastal waters, streams, rivers, drainage ditches, ponds, reservoirs, canals, ground waters, and lakes; provided that drainage ditches, ponds, and reservoirs required as a part of a water pollution control system are excluded.

Start Work Date - Date on which Contractor begins physical work on the contract. This date shall also be the beginning of Contract Time.

Structures - Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other such features that may be encountered in the work.

Subbase - A layer of specified material of specified thickness between the subgrade and a base.

Subcontract - Any written agreement between the Contractor and its subcontractors which contains the conditions under which the subcontractor is to perform a portion of the work for the Contractor.

Subcontractor - An individual, partnership, firm, corporation, joint venture or other legal entity, as licensed or required to be licensed under Chapter 444, Hawaii Revised Statutes, as amended, which enters into an agreement with the Contractor to perform a portion of the work.

Subgrade - The top surface of completed earthwork on which subbase, base, surfacing, pavement, or a course of other material is to be placed.

Substantial Completion - The Status of the project when the Contractor has completed the work, except for the planting period and plant establishment period, and each of the following requirements are met:

- (1) All traffic lanes (including shoulders, ramps, sidewalks and bike paths) are in their final configuration as designed and the final wearing surface has been installed;
- (2) All operational and safety devices have been installed in accordance with the contract documents including guardrails, end treatments, traffic barriers, required signs and pavement markings, drainage, parapet, and bridge and pavement structures;
- (3) All required illumination and lighting for normal and safe use and operation is installed and functional in accordance with the contract documents;
- (4) All utilities and services are connected and working;
- (5) The need for temporary traffic controls or lane closures at any time has ceased, except for lane closures required for routine maintenance;
- (6) The building, structure, improvement or facility can be used for its intended purpose.

Substantial Completion Date - The date the Substantial Completion is granted by the Engineer in Writing and Contract Time stops.

Superintendent - The employee of the Contractor who is responsible for all the work and is a Contractor's agent for communications to and from the State.

Surety - The qualified individual, firm or corporation other than the Contractor, which executes a bond with and for the Contractor to insure its acceptable performance of the contract.

Surfacing - The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with pavement.

Traveled Way - The portion of the roadway for the movement of vehicles, exclusive of shoulders.

Unsuitable Material - Materials that contain organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not suitable for use in earthwork.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, or storm water.

Utility Owner - The entity, whether private or owned by a State, Federal, or County governmental body, that has the power and responsibility to grant approval for, or undertake construction work involving a particular utility.

Water Pollutant - Dredged spoil, solid refuse, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, sediment, cellar dirt and industrial, municipal, and agricultural waste.

Water Pollution - (1) Such contamination or other alteration of the physical, chemical, or biological properties of any state waters, including change in temperature, taste, color, turbidity, or odor of the waters, or (2) Such discharge of any liquid, gaseous, solid, radioactive, or other substances into any state waters, as will or is likely to create a nuisance or render such waters unreasonably harmful, detrimental, or injurious to public health, safety, or welfare, including harm, detriment, or injury to public water supplies, fish and aquatic life and wildlife, recreational purposes and agricultural and industrial research and scientific uses of such waters or as will or is likely to violate any water quality standards, effluent standards, treatment and pretreatment standards, or standards of performance for new sources adopted by the Department of Health.

Work - The furnishing of all labor, material, equipment, and other incidentals necessary or convenient for the successful execution of all the duties and obligations imposed by the contract.

Working Day - A calendar day in which a Contractor is capable of working four or more hours with its normal work force, exclusive of:

544 **(1)** Saturdays, Sundays, and recognized legal State holidays and such
545 other days specified by the contract documents as non-working days,
546

547 **(2)** Day in which the Engineer suspends work for four or more hours
548 through no fault of the Contractor.”
549

550

551

552

553

END OF SECTION 101

SECTION 631 – TRAFFIC CONTROL, REGULATORY, WARNING, AND MISCELLANEOUS SIGNS

Make the following amendment to said Section:

(I) Amend Section 631.02 Materials, line 14 to read:

“Fasteners for Signs and Route Markers	750.03
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RRFB Assembly	750.10"
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(II) Amend Section 631.03(C) Labeling of Signs, from lines 42 to 51 to read:

“(C) Labeling of Signs. Label back of each sign with sign stickers as directed by the State. Sign stickers will be provided by the State.”

(III) Amend Section 631.04 – Measurement by replacing lines 67 to 69 to read:

“631.04 Measurement. The Engineer will measure regulatory signs, warning signs, emergency management signs, miscellaneous signs, and RRFB assemblies as complete units of the type and design specified in the proposal.

The Engineer will not measure removal and disposal and storing of existing and temporary signs that the Contractor will not incorporate in the completed highway for payment.”

(IV) Amend Section 631.05 – Payment by replacing lines 71 to 99 to read as follows:

“631.05 Payment. The Engineer will pay for regulatory signs, warning signs, emergency management signs, miscellaneous signs, and RRFB assemblies at the contract price per each for the type and design specified complete in place. Payment will be full compensation for excavating and backfilling, furnishing and installing materials, furnishing equipment, tools, labors and incidentals necessary to complete the work.

The Engineer will not pay for removing and disposing or storing of existing and temporary signs that the Contractor will not incorporate in the completed highway separately. The Engineer will consider them incidental to the various contract items.

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

Pay Item	Pay Unit
Regulatory Sign (10 Square Feet or Less) and Post	Each

48		
49	Regulatory Sign (10 Square Feet or Less)	Each
50		
51	Warning Sign (With Supplemental Plaque) and Post	Each
52		
53	Emergency Management Sign With Supplemental Plaque	Each
54		
55	Relocation of Existing Sign and Post	Each
56		
57	RRFB Assembly	Each"
58		
59		
60		

END OF SECTION 631

1 Make the following Section a part of the Standard Specifications:

2
3 **“SECTION 636 – E-CONSTRUCTION**
4

5
6 **636.01 Description.** This section is for furnishing e-construction software for the
7 Project.

8
9 **636.02 General Requirements.** The Contractor shall:

10
11 (A) Provide licenses for the E-Construction platform designated by HDOT.
12

13 **636.03 Not used.**
14

15 **636.04 Measurement.** The Engineer will measure the fee for the license(s)
16 associated with the “E-Construction Program” on a force account basis in
17 accordance with Subsection 109.06 – Force Account Provisions and Compensation.
18

19 **636.05 Payment.** The Engineer will pay for the fee for the license for the E-
20 construction Program on a force account basis in accordance with Subsection
21 109.06 – Force Account Provisions and Compensation. Payment will be full
22 compensation for the “E-Construction” licensing fee as prescribed in this section
23 and contract documents. The actual amount to be paid will be the sum shown on
24 the accepted force account records whether this sum be more or less than the
25 estimated amount allocated in the proposal schedule.”

26
27 **Pay Item** **Pay Unit**
28
29 E-Construction license Force Account”
30
31
32
33

34 **END OF SECTION 636**

SECTION 645 - WORK ZONE TRAFFIC CONTROL

Make the following amendments to said Section:

(I) Amend **Subsection 645.03 Construction** by adding this paragraph after line 170 to read as follows:

“(1) **Covers.** Use sign covers when existing signs confuse the public or are in conflict with TCP signs installed. Sign covers shall be commercially manufactured and accepted by the Engineer before use. Sign covers shall at all times and under all conditions not allow any portion of the sign being covered to be visible. If more than one side of the sign has words or symbols cover all sides of the sign until needed. “Homemade” or “field made” covers shall not be used. Covering of sign identification markings are not required if that is the only markings on that side of the sign. Sign covers shall be maintained.

Removal of the existing sign in lieu of the use of sign covers may be acceptable to the Engineer provided the previously removed existing sign is immediately reinstalled when directed. Removal of existing post(s) and mounting hardware is required if not used to mount the new TCP sign. New mounting hardware shall be used to mount the TCP signs if the existing hardware is in an unacceptable condition in the opinion of the Engineer. In addition, should the sign or post during storage, in the opinion of the Engineer, become unacceptable or lost or stolen the Contractor shall replace the sign or post with a new sign or post. Use new hardware to reinstall the sign regardless whether it is an existing sign or new.”

(II) Amend **Subsection 645.03(F) Lane Closures** Line 253 by changing "Oahu" to Kauai".

(III) Amend **Subsection 645.03(G) Advisory Signs** from line 314 to line 324 to read as follows:

“Advisory signs are not required for this project.”

(IV) Amend **Subsection 645.03(H) Advertisement** from line 391 to line 392 to read as follows:

“Place advertisement for three consecutive days and within one week before traffic pattern changes, in publication as ordered by the Engineer. In lieu of the advertisement(s), the Engineer may substitute the use of two portable changeable message boards and accessories at no additional cost for three days for each required advertisement.”

(V) Amend **Subsection 645.04 - Measurement** from line 394 to line 403 to read as follows:

48
49 **"645.04 Measurement.**

50
51 **(A)** Traffic control as specified in Subsection 645.03 – Construction
52 including sign covers and the initial advertisement(s) will be measured on contract
53 lump sum basis. Measurement for payment will not apply.

54
55 **(B)** The Engineer will measure additional police officers, additional traffic
56 control devices, and additional advertisements, if ordered by the Engineer, on a
57 force account basis, in accordance with Subsection 109.06 – Force Account
58 Provisions and Compensation.'

59
60 **(VI)** Amend **Subsection 645.05 - Payment** from lines 405 to 428 to read:

61
62 **"645.05 Payment.** The Engineer will pay for the accepted traffic control,
63 additional police officers, and additional traffic control devices, and additional
64 advertisements at the contract price per pay unit, as shown in the proposal
65 schedule. Payment will be full compensation for the work prescribed in this section
66 and the contract documents.

67
68 The Engineer will pay for the following pay items when included in the
69 proposal schedule:

70

71 Pay Item	72 Pay Unit
73 Traffic Control	74 Lump Sum
75 Additional Police Officers, Additional Traffic Control Devices, 76 and Additional Advertisements	77 Force Account

78 An estimated amount for the force account may be allocated in the proposal
79 schedule under "Additional Police Officers, Additional Traffic Control Devices, and
80 Additional Advertisements", but the actual amount to be paid will be the sum shown
81 on the accepted force account records, whether this sum be more or less than the
82 estimated amount allocated in the proposal schedule.

83
84 The Engineer will not pay for request submittals. The Engineer will not
85 consider claims for additional compensation of late submittals or requests by
86 Contractor."

87
88
89
90 **END OF SECTION 645**

Director of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned bidder declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a State capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e.. an entertainment or gift) to any State or County employee to obtain a contract or favorable treatment under a contract.

The undersigned bidder further agrees to the following:

1. If this proposal is accepted, it shall execute a contract with the Department to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished and furnish satisfactory security in accordance with Section 103D-324, Hawaii Revised Statutes, within 10 days after the award of the contract or within such time as the Director of Transportation may allow after the undersigned has received the contract documents for execution, and is fully aware that non-compliance with the aforementioned terms will result in the forfeiture of the full amount of the bid guarantee required under Section 103D-323, Hawaii Revised Statutes.
2. That the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.

Addendum No. 1
HWY
r5/18/21

4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Agrees to begin work within 10 working days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.
6. The Director of Transportation reserves the right to reject any or all bids and to waive any defects when in the Director's opinion such rejections or waiver will be for the best interest of the public.

The bidder acknowledges receipt of and certifies that it has completely examined the following listed items: Hawaii Standard Specifications for Road and Bridge Construction, 2005, the Notice to Bidders, the Special Provisions, the Technical Provisions, the Proposal, the Contract and Bond Forms, and the Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of 5% of the total amount bid, in the form checked below. (Check applicable bid security submitted with bid.)

_____ Surety Bid Bond (Use standard form),

_____ Cash,

_____ Cashier's Check,

_____ Certified Check, or

_____ _____
(Fill in other acceptable security.)

The undersigned bidder acknowledges receipt of any addendum issued by the Department by recording in the space below the date of receipt.

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

In accordance with Section 103D-302, Hawaii Revised Statutes, the undersigned as bidder has listed the name of each person or firm, who will be engaged by the bidder on the project as Joint Contractor or Subcontractor and the nature of work to be done by each. The bidder must adequately and unambiguously disclose the unique nature and scope of the work to be performed by each Joint Contractor or Subcontractor. It is understood that failure to comply with the aforementioned requirements may be cause for rejection of the bid submitted.

	<u>Name of Subcontractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

	<u>Name of Joint contractor</u>	<u>Nature and Scope of Work</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

("None" or if left blank indicates no Subcontractor or Joint Contractor; if more space is needed, attach additional sheets.)

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

This declaration is made with the understanding that the undersigned is subject to the penalty of perjury under the laws of the United States and is in violation of the Hawaii Penal Code, Section 710-1063, unsworn falsification to authorities, of the Hawaii Revised Statutes, for knowingly rendering a false declaration.

Bidder

By _____
Authorized Signature

Title

Business Address

Email Address

Date

Contact Person (If different from above.)

Phone Number and Email Address

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six months old) evidence of the authority of the officer(s) to sign for the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six months old) evidence of the authority of the partner authorized to sign for the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the Department may reject the bid as irregular and unauthorized.

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.0100	Clearing and Grubbing	LS	LS	LS	\$ _____
202.0100	Removal of Existing Drain Manhole and Drain Inlet	LS	LS	LS	\$ _____
202.0200	Removal of Concrete Curb, A.C. Sidewalk, Concrete Sidewalk, Concrete Driveway	LS	LS	LS	\$ _____
203.0100	Roadway Excavation	600	CY	\$ _____	\$ _____
206.0100	Excavation for Catch Basin and Culvert	35	CY	\$ _____	\$ _____
209.0100	Installation, Maintenance, Monitoring and Removal of BMP	LS	LS	LS	\$ _____
209.0200	Additional Water Pollution, Dust, and Erosion Control	FA	FA	FA	\$ <u>20,000.00</u>
304.0100	Aggregate Base	300	TONS	\$ _____	\$ _____
305.0100	Aggregate Subbase	450	TONS	\$ _____	\$ _____
401.0100	Pavement Smoothness Incentive	ALLOW	ALLOW	ALLOW	\$ 5,500.00
401.0200	PMA Pavement	200	TONS	\$ _____	\$ _____
602.0100	Reinforcing Steel for Catch Basin	LS	LS	LS	\$ _____
602.0200	Reinforcing Steel for Concrete Collar	LS	LS	LS	\$ _____
603.0100	Bed Course Material for Culvert	8	CY	\$ _____	\$ _____
603.0200	18 - Inch Reinforced Concrete Pipe, Class IV	60	LF	\$ _____	\$ _____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
603.0300	Reinforced Concrete Collar	1	EA	\$ _____	\$ _____
603.0400	Clean Existing Culverts	FA	FA	FA	\$ <u>10,000.00</u>
604.0100	Type "B1" Catch Basin, 3.00 feet to 3.99 feet	1	EA	\$ _____	\$ _____
610.0100	8 - Inch Reinforced Concrete Driveway	1	EA	\$ _____	\$ _____
622.0100	Roadway Lighting System	LS	LS	LS	\$ _____
623.0100	Traffic Signal System	LS	LS	LS	\$ _____
627.0110	Facilities for HTCO	LS	LS	LS	\$ _____
627.0120	Facilities for Spectrum	LS	LS	LS	\$ _____
629.0100	4 - Inch Pavement Striping (Thermoplastic Extrusion) (White)	120	LF	\$ _____	\$ _____
629.0110	6 - Inch Pavement Striping (Thermoplastic Extrusion) (White)	1,200	LF	\$ _____	\$ _____
629.0120	Double 4 - Inch Pavement Striping (Thermoplastic Extrusion) (Yellow)	1,100	LF	\$ _____	\$ _____
629.0130	8 - Inch Pavement Striping (Thermoplastic Extrusion) (White)	450	LF	\$ _____	\$ _____
629.0140	12 - Inch Pavement Striping (Thermoplastic Extrusion) (White)	450	LF	\$ _____	\$ _____
629.0150	12 - Inch Pavement Striping (Thermoplastic Extrusion) (Yellow)	50	LF	\$ _____	\$ _____
629.0200	Crosswalk Marking (Thermoplastic Extrusion)	14	LN	\$ _____	\$ _____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.0300	Pavement Arrow (Thermoplastic Extrusion)	14	EA	\$ _____	\$ _____
629.0310	Pavement Word (Thermoplastic Extrusion)	8	EA	\$ _____	\$ _____
629.0400	Type "C" Pavement Marker	85	EA	\$ _____	\$ _____
629.0410	Type "D" Pavement Marker	122	EA	\$ _____	\$ _____
629.0420	Type "DB" Pavement Marker	2	EA	\$ _____	\$ _____
629.0420	Type "H" Pavement Marker	59	EA	\$ _____	\$ _____
630.0100	Street Name Sign on Traffic Signal Mast Arm	2	EA	\$ _____	\$ _____
631.0100	Regulatory Sign (10 Sq. Ft. or Less) and Post	1	EA	\$ _____	\$ _____
631.0200	Regulatory Sign (10 Sq. Ft. or Less)	2	EA	\$ _____	\$ _____
631.0300	Warning Sign (With Supplemental Plaque) and Post	3	EA	\$ _____	\$ _____
631.0400	Emergency Management Sign With Supplemental Plaque	1	EA	\$ _____	\$ _____
631.0500	Relocation of Existing Sign and Post	5	EA	\$ _____	\$ _____
631.0600	RRFB Assembly	2	EA	\$ _____	\$ _____
634.0100	Portland Cement Concrete Sidewalk	210	SY	\$ _____	\$ _____
636.0100	E-Construction	FA	FA	FA	\$ <u>10,000.00</u>

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
638.0100	Curb, Type 3D	200	LF	\$ _____	\$ _____
638.0200	Gutter, Type 2A	140	LF	\$ _____	\$ _____
643.0100	Maintenance of Existing Landscape Areas	FA	FA	FA	\$ <u>20,000.00</u>
644.0100	Repair of Existing Sprinkler Systems	FA	FA	FA	\$ <u>10,000.00</u>
645.0100	Traffic Control	LS	LS	LS	\$ _____
645.0200	Additional Police Officers, Additional Traffic Control Devices and Additional Advertisement	FA	FA	FA	\$ <u>50,000.00</u>
648.0100	Field-Posted Drawings	LS	LS	LS	\$ _____
671.0100	Protection of Seabirds	FA	FA	FA	\$ <u>10,000.00</u>
691.0100	Archaeological Monitoring	FA	FA	FA	\$ <u>40,000.00</u>
699.0100	Mobilization (Not to Exceed 6 percent of the Sum of All Items Excluding the Bid Price of this Item)	LS	LS	LS	\$ _____
SUM OF ALL ITEMS					\$ _____
NOTE: Bidders must complete all unit prices. Failure to do so may be grounds for rejection of bid.					

MINUTES OF THE PRE-BID MEETING

PROJECT: Kaumualii Highway Intersection Improvements at Waimea Canyon Drive

PROJECT NO.: 50B-01-14R

LOCATION: Microsoft Teams video conference

DATE & TIME: May 10, 2021 at 10:00 A.M.

IN ATTENDANCE:

Jeff Aguinaldo	HDOT-HWY-K
Eric Fujikawa	HDOT-HWY-K
Kristi Grilho	HDOT-HWY-LB
Kyle Shinyama	Austin Tsutsumi & Associates, Inc.
Alyssa Carveiro	Earthworks Pacific Inc.
Ralph Cushnie	Cushnie Construction Company, Inc.
Jon Young	Hawaii Asphalt Paving Industry
Sam Peng Ho	Jas. W. Glover, Ltd.
Kevin Yamabayashi	Maui Kuponu Builders, LLC.
Syed Shah	Shah and Associates

The meeting started at 10:00 A.M. Project Engineer, Jeff Aguinaldo began the meeting with an introduction and gave a brief overview of the project.

Anything said at this meeting is for clarification purposes only, the bid documents shall govern over anything said today and discrepancies shall be clarified by addendum.

All questions that resulted from this meeting were directed to be submitted through HIEPRO and will be formally answered through the addendum.

The following questions were raised at the meeting:

Question #1: There is ambiguity in information regarding the definition of subcontractor on page 101-10a and work on Page 101-12a of the specifications. What will be done to revisions this?

Response: Please submit this question formally into HIEPRO. We will revise this in the upcoming addendum.

Question #2: Was this project re-advertised? If so, why?

Response: Yes, the previous project was cancelled due to ambiguous information in the specifications. The project was then re-advertised with a revised scope.

With no further questions or comments, the pre-bid meeting was adjourned at 10:16 A.M.

The minutes of the meeting will be distributed in Addendum No. 1 on the Contract Plans. Contractors will be notified via HiePRO when the addendum will be available.

Kaumualii Highway Intersection Improvements at Waimea Canyon Drive Project No. 50B-01-14R

Pre-Bid Meeting 5/10/2021, 10:00 AM, Microsoft Teams Video Conference

Waimea Canyon Drive Improvements Pre-Bid Conference

ChatFilesMeeting Notes+

Join

2

Meeting started 9:51 AM

Sam Peng Ho (Guest) was invited to the meeting.

Meeting ended 32s 9:51 AM

Sam Peng Ho (Guest) no longer has access to the chat.

Meeting started 9:52 AM

Kevin Yamabayashi (Guest) was invited to the meeting.

Jon Young (Guest) was invited to the meeting.

Sam Peng Ho (Guest) was invited to the meeting.

Kyle Shinyama (Guest) was invited to the meeting.

Earthworks Pacific (Guest) was invited to the meeting.

Syed Shah (Guest) was invited to the meeting.

SH

Sam Peng Ho (Guest) 10:01 AM
Sam Peng Ho
Jas. W. Glover, Ltd.
samh@gloverltd.com

KS

Kyle Shinyama (Guest) 10:01 AM
Kyle Shinyama
Austin, Tsutsumi & Associates, Inc.
kshinyama@atahawaii.com
808-533-3646

JY

Jon Young (Guest) 10:01 AM
Jon M. Young, PE, LEED AP, ENV SP
Executive Director
Hawaii Asphalt Paving Industry (HAPI)
1287 Kalani Street, Suite 202
Honolulu, HI 96817
Ph: 808.847.HAPI (4274)

Grilho, Kristi M was invited to the meeting.

JY

Jon Young (Guest) 10:01 AM
jon@hawaiiasphalt.org

EP

Earthworks Pacific (Guest) 10:01 AM
Alyssa Carveiro

Alyssa Carveiro, Earthworks Pacific Inc alyssa@earthworkspacific.com

KY

Kevin Yamabayashi (Guest) 10:02 AM
Kevin Yamabayashi, Maui Kupono Builders, LLC, kevin@mauikupono.com

SS

Syed Shah (Guest) 10:02 AM
Syed Shah, Shah and Associates, yashishah@hotmail.com, (808) 942-7878

KG

Grilho, Kristi M 10:03 AM
Kristi Grilho, HWY-LB

EF

Fujikawa, Eric I 10:05 AM
Eric Fujikawa, HWY-K, eric.i.fujikawa@hawaii.gov

Ralph Cushnie (Guest) was invited to the meeting.

Syed Shah (Guest) no longer has access to the chat.

Last read

Meeting ended 23m 24s 10:16 AM

Kyle Shinyama (Guest) and 5 others no longer have access to the chat.

Earthworks Pacific (Guest) no longer has access to the chat.