

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

ADDENDUM NO. 1

FOR

***PUUPEELUA AVENUE RESURFACING
(Maunaloa Highway to Farrington Avenue) AND
FARRINGTON AVENUE RESURFACING
(Puupeelua Avenue to Kalae Highway)***

FEDERAL PROJECT NO. ARR - 0480(3)

DISTRICT OF MOLOKAI

ISLAND OF MOLOKAI

FY 2009

Amend the bid documents as follows:

A. SPECIAL PROVISIONS

1. Replace Section 108 dated 02/06/06 with the attached Section 108 dated 08/26/09.
2. Add Section 645 dated 04/17/09.
3. Replace Section 401 dated 7/01/08 with the attached Section 401 dated 9/23/09

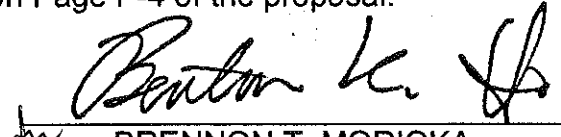
B. PLANS

1. Replace Plan Sheets Nos. 12, 13, 19, 27 and 28 with the attached Plan Sheets Nos. ADD.12, ADD.13, ADD.19, ADD. 27 and ADD. 28.

C. PRE-BID MEETING

1. Attached are the minutes and the sign in sheet for the pre-bid meeting on September 16, 2009.

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.


Brennon T. Morioka
Director of Transportation

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 108.01 Notice to Proceed (NTP) from lines 7 to 20 to**
6 **read as follows:**

7
8 "The Engineer will consult with the Contractor in an effort to set a mutually
9 agreeable notice to proceed date. For this Federal Recovery project, notice to
10 proceed shall be within 45 days from award. When the notice to proceed date is
11 set by mutual agreement, Contractor shall have no claim for delay impact costs
12 resulting from the issuance of the notice to proceed for such date.

13
14 In the absence of an agreed notice to proceed date, the Engineer will
15 issue a notice to proceed to the Contractor. In the event that the Engineer
16 establishes a starting date that is more than 45 days from award, the Contractor
17 may submit a claim in accordance with, Subsection 107.15 – Disputes and
18 Claims for increased labor and material costs which are directly attributable to
19 the delay beyond the first 45 days. The Engineer may suspend the contract
20 before issuing the notice to proceed, in which case the Contractor's remedies
21 are exclusively those set forth in Subsection 108.10 – Suspension of Work."

22
23 **(II) Amend Subsection 108.05(B)(2) – Delay for Permits by revising lines**
24 **149 to 156 to read as follows:**

25
26 **"(2) Delay for Permits.** For delays in the routine application
27 and processing time required to obtain necessary permits,
28 including permits to be obtained from State agencies, the Engineer
29 may grant an extension provided that the delay is not caused by
30 the Contractor, and provided that as soon as the delay occurs, the
31 Contractor notifies the Engineer in writing that the permits are not
32 available. Time extensions will be the exclusive relief granted on
33 account of such delays."

34
35 **(III) Amend Subsection 108.06(A)(1) - For Contracts \$2,000,000 or less or**
36 **For Contract Time 100 Working Days or 140 Calendar Days or less from**
37 **lines 290 to 295 to read as follows:**

38
39 **"(1) For Contracts \$2,000,000 or less or For Contract Time**
40 **100 Working Days or 140 Calendar Days or Less.** For
41 contracts of \$2,000,000 or less or for contract time of 100 working
42 days or 140 calendar days or less, the progress schedule will be a
43 Time Scaled Logic Diagram (TSLD). The Contractor shall submit
44 a TSLD submittal package meeting the following requirements and
45 having these essential and distinctive elements:"

47 **(IV) Amend Subsection 108.06(A)(2) - For Contracts Which Have A**
48 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**
49 **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read
50 as follows:

51
52 **"(2) For Contracts Which Have A Contract Amount More**
53 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
54 **Working Days Or 140 Calendar Days.** For contracts which
55 have a contract amount more than \$2,000,000 or contract time of
56 more than 100 working days or 140 calendar days, the Contractor
57 shall submit a Timed-Scaled Logic Diagram (TSLD) meeting the
58 following requirements and having these essential and distinctive
59 elements:"

60
61 **(V) Amend Subsection 108.06(A)(2)(a) line 360 to read as follows:**

62
63 **"(a) The information and requirements listed in**
64 **Subsection 108.06(A)(1) - For Contracts \$2,000,000 or Less**
65 **or For Contract Time 100 Working Days or 140 Calendar**
66 **Days or Less."**

67
68 **(VI) Amend Subsection 108.08 - Liquidated Damages for Failure to**
69 **Complete the Work or Portions of the Work on Time** by revising line 599 to
70 read as follows:

71
72 **"to the State, in the amount of \$ 5,000 per working day."**

73
74 **(VII) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**
75 **Closure or Occupancy** from lines 635 to 644 to read as follows:

76
77 **"108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
78 addition to all other remedies available to the State for Contractor's breach of the
79 terms of the contract, the Engineer will assess the rental fees in the amount of
80 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
81 the public use or occupied beyond the time periods authorized in the contract or
82 by the Engineer. The maximum amount assessed per day shall be \$5,000
83 The State may, at its discretion, deduct the amount from monies due or that
84 may become due under the contract. The rental fee may be waived in whole
85 or part if the Engineer determines that the unauthorized period of lane closure or
86 occupancy was due to factors beyond the control of the Contractor.
87 Equipment breakdown is not a cause to waive liquidated damages."

88
89 **(VIII) Amend Subsection 108.14 – Final Acceptance** from lines 984 to 991 to
90 read as follows:

92 **"108.14 Final Acceptance.** When the Engineer finds that the project has
93 been satisfactorily completed in compliance with the contract, the Engineer will
94 notify the Contractor in writing of the project's completion and acceptance
95 effective as of the date of the final inspection. The final acceptance date shall
96 determine end of contract time, liquidated damages for failure to complete the
97 punchlist and commencement of all guaranty periods subject to Subsection
98 108.16 – Contractor's Responsibility for Work; Risk of Loss or Damage."
99

100

101

102

103

104

END OF SECTION 108

1 **SECTION 645 – WORK ZONE TRAFFIC CONTROL**

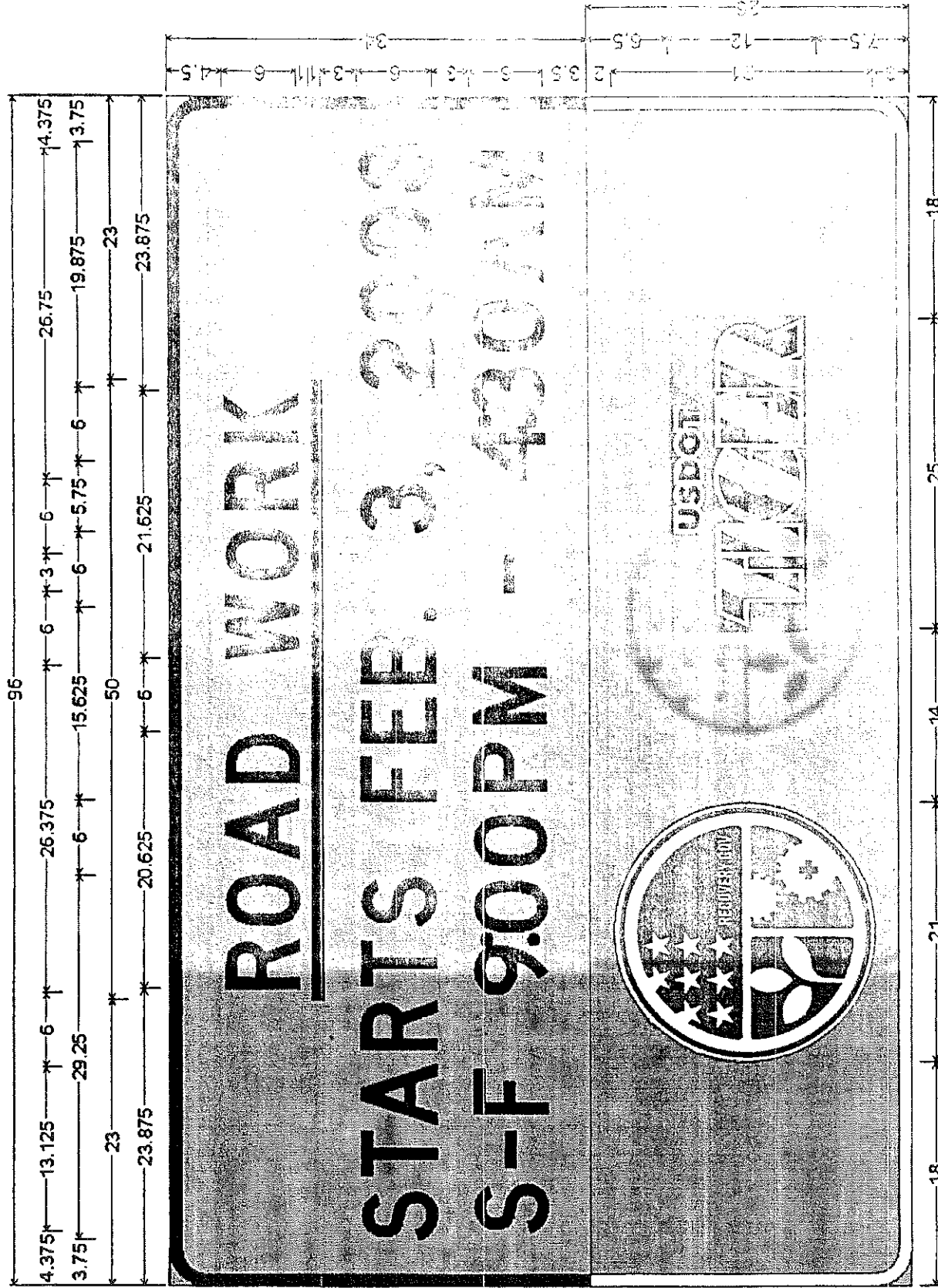
2
3 Make the following amendments to said Section:

4
5 **(I)** Amend 645.03(G) Advisory Signs from lines 314 to 324 to read as
6 follows:

7
8 **"(G) Advisory Signs.** Submit advisory sign shop drawings. Construct,
9 install, maintain, and remove two advisory signs as ordered by the
10 Engineer. Place signs at locations designated by the Engineer. Provide
11 signs, minimum 8 feet wide by 5 feet high, with black letters on orange
12 background, and with two ARRA logos on green background. See logo
13 details at <http://www.fhwa.dot.gov/economicrecovery/arrasigndetail.pdf>
14 and an attached advisory sign example. Provide three 4.00 pounds/foot
15 flanged channel posts for each sign.

16
17 Include starting date and hours of construction in sign message.
18 Use letter heights of 6 inches, Series D. The Engineer will review and
19 accept advisory signs' wording before fabrication. Install advisory signs
20 two weeks before start of construction. Remove advisory signs
21 immediately after construction has been completed or as ordered by the
22 Engineer."

23
24
25
26
27
28 **END OF SECTION 645**



3.000" Radius, 1.000" Border, Black on Orange;
 "ROAD WORK" D; "STARTS FEB. 3, 2008" D; "S-F 9:00PM - 4:30AM" D;
 3.000" Radius, 1.000" Border, White on Green;

1 **SECTION 401 – HOT MIX ASPHALT (HMA) PAVEMENT**

2
3 Make the following amendments to said Sections:

4
5 **(I) Amend 401.02 (C) Submittals**, from lines 65 to 66 to include the following:

6
7
8 **(C)** Establish and Submit within 30 Days of contract
9 Award the job-mix formula for each type of HMA
10 pavement mix indicated in the contract documents as
11 follows:

12
13
14 **(II)** Amend **Section 401.03(B)(3) Asphalt Pavers**, from line 200 to include
15 the following:

16
17 **"(h)** Equipped with a mean of preventing the segregation
18 of the coarse aggregate particles from the remainder of the
19 bituminous plant mix when that mix is carried from the paver
20 hopper back to the paver augers. The means and methods
21 used shall be approved by the paver manufacturer and may
22 consist of chain curtains, deflector plates, or other such
23 devices and any combination of these.

24
25 The following specific requirements shall apply to the
26 identified bituminous pavers:

- 27
28 (1) Blaw-Knox bituminous pavers shall be
29 equipped with the Blaw-Knox Materials
30 Management Kit (MMK).
31
32 (2) Cedarapids bituminous pavers shall be those
33 that were manufactured in 1989 or later.
34
35 (3) Barber-Green/Caterpillar bituminous pavers
36 shall be equipped with deflector plates as
37 identified in the December 2000 Service
38 Magazine entitled "New Asphalt Deflector Kit
39 {6630, 6631, 6640}."

40
41 Prior to the start of using the paver for placing plant
42 mix, the Contractor shall submit for approval a full
43 description in writing of the means and methodologies that
44 will be used to prevent bituminous paver segregation. Use of
45 the paver shall not commence prior to receiving approval
46 from the Engineer.

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

(III) Amend Section 401.03(F)(1) HMA Pavement Courses One and a Half Inches Thick Or Greater, from line 499 to 505 to read as follows:

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

(IV) Amend Section 401.03(F)(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic, from line 530 to 538 to read as follows:

"(3) HMA Pavement Courses One and a Half Inches Thick or Greater In Special Areas Not Designated For Vehicular Traffic. 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."

(V) Amend Section 401.04 Measurement, from line 597 to 603 to read as follows:

"401.04 Measurement.

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

(VI) Amend Section 401.05 Payment, from line 605 to 635, to read as follows:

"401.05 Payment. The Engineer will pay for the accepted pay items 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 items when included in the proposal schedule:

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

(A) HMA Pavement, Mix No. _____	Lump Sum
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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 Basins and Section 626 – Manholes and Valve Boxes for Water and Sewer Systems."

END OF SECTION 401

SIGN IN SHEET - PRE-BID MEETING

September 16, 2009, @ 9:00 A.M.
MAUI DISTRICT OFFICE

Puupeelua Avenue Resurfacing (Maunaloa Highway to Farrington Avenue) and
Farrington Avenue Resurfacing (Puupeelua Avenue to Kalae Highway)
Federal-Aid Project No. ARR-0480(3)
American Recovery and Reinvestment Act (Federal Stimulus) Project

NAME	COMPANY	PH. NO. /FAX	E-MAIL
1. Ferdinand Cajigal	DOT	873-3553/873-3544	Ferdinand.cajigal@hawaii.gov
2. Fred Gutierrez	DOT	873-3553/873-3544	fred.c.gutierrez@hawaii.gov
3. Leo D. Nuñeza	Maui Paving	479-8995	lnuneza@gracepacificcorp.com
4. Bob Spilker	DOT	873-3553/873-3544	ROBERT.SPILKER@hawaii.gov
5.			

PREBID MEETING MINUTES

Puupeelua Avenue Resurfacing (Maunaloa Highway to Farrington Avenue) and Farrington Avenue Resurfacing (Puupeelua Avenue to Kalae Highway)

PROJECT NO. Federal- Aid ARR-0480(3) American Recovery and Reinvestment Act (Federal Stimulus) Project

- a. Pre-bid meeting was held on September 16, 2009 at 9:00 A.M. at the Maui District Conference at 650 Palapala Drive. The participants were Leo Nuneza of Maui Paving LLC, Ferdinand Cajigal, Fred Gutierrez and Robert Spilker of State Highways.
- b. Mr. Cajigal went over the scope of work and informed the contractor of the requirements of the Federal Recovery project, notice to proceed shall be within 45 days from award and the submittal of the monthly employment report (Form FHWA - 1589) to the State.
- c. The contractor was also informed that the resurfacing project will be completed to the edge of the AC pavement and to the edge of the Right of Way of drive ways if paved.
- d. No other questions and or issues were discussed as the contractor did not have any more questions.
- e. Meeting was adjourned at 9:30 A.M.