

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**ADDENDUM NO. 1  
FOR  
PAVEMENT REPAIRS  
AT VARIOUS LOCATIONS  
PROJECT NO. HWY-OM-2007-37  
ISLAND OF OAHU  
FY 2008**

Amend the Bid Documents as follows:

**1. SPECIAL PROVISIONS**

- a. Replace Table of Contents dated 9/19/07 with the attached Table of Contents dated r12/03/07.
- b. Amend line 240 of Subsection 102.08 – Proposal Guaranty, (3) (c) to read: “The above shall be in the amount of \$6,250.00 for each Area.”
- c. Replace Page 104-1a dated 9/06/07 with the attached Page 104-1a dated r12/03/07.
- d. Replace Pages 110-1a through 110-8a dated 9/06/07 with the attached Pages 110-1a through 110-8a dated r12/03/07.
- e. Replace Page 401-1a dated 9/17/07 with the attached Page 401-1a dated r12/03/07.
- f. Replace Page 414-1a dated 9/17/07 with the attached Page 414-1a dated r12/03/07.
- g. Replace Page 645-1a dated 9/17/07 with the attached Page 645-1a dated r12/03/07.

**2. PROPOSAL**

- a. Replace Page P-3 dated 1/22/04 with the attached Page P-3 dated r11/28/07.
- b. Replace Pages P-6 through P-33 dated 9/19/07 with the attached Pages P-6 through P-11 dated r12/03/07.
- c. Replace Pages P-34 through P-36 dated 7/07/05 with the attached Pages P-12 through P-14 dated r12/03/07.

**3. PRE-BID CONFERENCE**

- a. Attached are the November 28, 2007 Pre-bid Conference 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.

A handwritten signature in black ink, appearing to read 'B. Morioka', written over a horizontal line.

BRENNON T. MORIOKA, PH.D., P.E.  
Acting Director of Transportation

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1                                   **SECTION 104 - SCOPE OF WORK**

2  
3       Make the following amendments to said Section:

4  
5       **(I)       Add the following to 104.01 - Intent of Contract, Duty of Contractor:**

6  
7               "This contract covers only immediate pavement repairs required to  
8       maintain the public roadways in a safe and usable condition at all times.   Such  
9       pavement work shall not include any new (initial) asphalt concrete pavement  
10       construction or major resurfacing projects at any location of the roadways.

11  
12               The Contractor will be required to respond to an asphalt concrete repair  
13       request within 48 hours after notification. The Contractor will be required to put  
14       up electronic message boards at least 24 hours or earlier, before starting work.

15  
16               Repair of asphalt concrete pavement will be made through purchase  
17       orders placed with the Contractor during the contract period for which payment  
18       will be based on the quantities placed and the unit bid prices in the proposal  
19       schedule which prices shall include payment for all materials, equipment, tools,  
20       labor, and incidentals necessary to complete the pavement repair.

21  
22               The Contractor shall repair damaged or deteriorated pavement as  
23       requested by the Department from time to time during the term of the contract.  
24       Payment will be made for the actual work completed as provided for in the  
25       contract documents."

26  
27       **(II)       Add the following to Section 104 – Scope of Work:**

28  
29       **"104.13       Performance of Work.**       The Contractor shall perform work  
30       satisfactorily in the judgment of the Engineer during the contract period.   If it  
31       appears at any time that the work contracted to be performed is not satisfactory,  
32       the Engineer may require the Contractor to furnish and place in operation such  
33       additional force and equipment as the Engineer shall deem necessary to bring  
34       the work up to satisfactory status.   In case the Contractor fails to comply after  
35       five working days from the date of receipt of such a written order from the  
36       Engineer, the Engineer may employ a working force and equipment and charge  
37       the Contractor for the reasonable cost thereof including depreciation for  
38       equipment or he may terminate the contract.

39  
40       **104.14       Contract to be Open-Ended.**   The requirement for service to be  
41       furnished by the Contractor will be on an "as-needed" basis as called for in these  
42       specifications at the applicable unit price bid during the term of this contract and in  
43       such numbers as may be required by the State.   The unit price bid indicated by  
44       the Contractor shall be applicable and binding under the terms of this contract.

45  
46       Payment for services will be made by purchase order."

47                                   **END OF SECTION 104**

**HWY-OM-2007-37**

**104-1a**

**r12/03/07**

1                   **SECTION 110 - PAVEMENT REPAIR AT VARIOUS LOCATIONS**

2  
3   **110.01     Scope of Work.**     The work shall consist of furnishing all labor,  
4 necessary equipment, materials and traffic control, to repair pavement at various  
5 locations as requested.     All work shall be performed in a professional manner  
6 and in accordance with this document.     All asphalt and asphalt concrete base  
7 debris shall be removed daily at all locations.     See Section 110.03 - Area of  
8 Coverage.

9  
10           The Contractor shall work as directed by the Highways Division's Oahu  
11 District Maintenance Engineer.     The Contractor, as per Section 110.04 Safety  
12 and Convenience, shall provide traffic control and its cost shall be inclusive of  
13 asphalt concrete pavement work cost.

14  
15           Pavement repair shall consist of one of the following:

16  
17       **1.     1-1/2" Hot Mix Asphalt Pavement.**     Cold plane damaged or  
18 deteriorated pavement areas 1-1/2 inches and resurface with new 1-1/2  
19 inches Hot Mix Asphalt (HMA) Pavement, Mix No. IV.     The new  
20 resurfaced finish grade shall be the existing road grade.

21  
22           Schedule the work so that the areas are resurfaced before the  
23 completion of the day's work.

24  
25       **2.     3" Hot Mix Asphalt Pavement.**     Cold plane damaged or  
26 deteriorated pavement areas 3 inches and resurface with new 3 inches Hot  
27 Mix Asphalt (HMA) Pavement, Mix No. IV.     The new resurfaced finish  
28 grade shall be the existing road grade.

29  
30           Schedule the work so that the areas are resurfaced before the  
31 completion of the day's work.

32  
33       **3.     Reconstruction of Weakened Pavement Areas.**     Excavate at a  
34 depth of 6-1/2 inches, backfill the excavated weakened pavement areas |  
35 with 5 inches Hot Mix Glassphalt Base Course, and resurface with 1-1/2  
36 inches HMA Pavement, Mix No. IV.     The new resurfaced finish grade  
37 shall be the existing road grade.     See Figure 1, for Typical  
38 Reconstruction Area.

39  
40           Schedule the work so that the excavated areas are backfilled  
41 before the completion of the day's work.

42  
43     If existing pavement marking are removed during pavement repair, the Contractor  
44 shall install temporary pavement markings.

45  
46   **110.02     Contract Period and Option to Extend.**     The period of the contract  
47 shall be for 12 months commencing from the date indicated in the "Notice to

Proceed" from the Department. There is an option to extend for 2 additional 12 month periods, without re-bidding, upon mutual agreement in writing prior to the contract expiration date, provided the initial bid price remains the same. The maximum contract period is 36 months.

Failure by the Contractor to execute the amendment to extend the contract within the number of days specified under Section 103.07 Failure to Execute Contract may be cause for cancellation of the written agreement to extend the contract and may be subject to disqualification from bidding future projects for a 2 year period in accordance with Section 102.12 Disqualification of Bidders.

**110.03 Area of Coverage.** The project requires the Contractor to repair pavement at various locations on the Island of Oahu. Work shall be grouped into four areas along with the corresponding routes as shown on the attached map of the Island of Oahu, Figure 2. Note: There are numerous side streets with or without route numbers along State highways where State Jurisdiction extends various distances into side streets. The four areas are:

- (A) **Area 1:** Route 64, Sand Island Access Road/ Sand Island Parkway  
Nimitz Highway (92) to Coast Guard Station Gate  
Route 78, Moanalua Freeway  
Kamehameha Highway (99) On-Ramp to Moanalua Freeway  
To Moanalua Freeway Overpass (Structure over H-1)  
Route 92, Nimitz Highway  
Main Gates at Pearl Harbor and Hickam AFB to Richards Street  
Route 92, Ala Moana Boulevard  
Richards Street to 135 Feet South of Kalakaua Avenue  
Route 99, Kamehameha Highway  
Waiawa Interchange to Pearl Harbor Interchange  
Route 99 Kamehameha Highway (Keehi Interchange)  
Middle Street (7415) to Kalihi Stream Bridge  
Route 7239, Ulune Extension/Halawa Valley Road  
North East of Kahuapaani Street to Iwaiwa Street  
Route 7241, Halawa Heights Road  
Kikania Street to Fernridge Place  
Route 7241, Kahuapaani Street  
Salt Lake Boulevard to Halawa Heights Road  
Route 7310, Puuloa Road  
Nimitz Highway (92) to Mahiole Street  
Route 7345, Jarrette White Road  
Mahiole Street to Gate of Tripler Hospital  
Route 7350, Bougainville Drive  
Radford Drive (7351) to Vicinity of Radford High School  
Route 7351, Radford Drive  
Kamehameha Highway (99) to Bougainville Drive (7350)

97	Route 7413, Liliha Street
98	North King Street to School Street
99	Route 7415, Middle Street
100	Kamehameha Highway (99) to Mauka of H-1 Freeway
101	*Route H-1, Waiawa Interchange to Kahauiki
102	Interchange
103	Pearl City /Waipahu to Middle Street
104	Route H-3, Halawa Interchange to Halawa Portal of
105	Harano Tunnels
106	Route H201, Moanalua Freeway
107	Moanalua Freeway Overpass (Structure over H-1) to Kahauiki
108	Interchange
109	Ala Ike Street (Leeward Community College)
110	Kaua Street
111	Middle Street (7415) to Pineapple Place
112	Lagoon Drive
113	Nimitz Highway (92) to Koapaka Street
114	Moanalua Road (Waiau Interchange)
115	Ewa of Kaulike Drive to Kokohead of Hoomalu Street
116	North King Street
117	Middle Street (7415) to Ola Lane Overpass
118	Pacific Street
119	425 Feet West of Nimitz Highway Outbound Centerline and Inbound
120	lanes in Iwilei
121	Salt Lake Boulevard
122	Kahuapaani Street (7241) to Luapele Drive
123	Sumner Street
124	Between Nimitz Highway Outbound and Inbound lanes in Iwilei
125	Waiawa Road (Near Leeward Community College)
126	Farrington Highway (99) to Ala Ike Street
127	
128	
129	(B) Area 2: Route 76, Fort Weaver Road
130	Navy Reservation Gate to Interstate Route H-1
131	Route 93, Farrington Highway
132	(Palailai Interchange to Kaena Point State Park)
133	Route 93 Farrington Highway (Makakilo Interchange)
134	Intersection of Fort Barrette Road and Makakilo Drive, 500 Feet on
135	both sides of intersection
136	Route 99, Farrington Highway
137	Waiawa Interchange
138	Route 750, Kunia Road
139	Interstate Route H-1 to Wilikina Drive (99)
140	Route 901, Fort Barrette Road
141	Barbers Point Naval Reservation to Makakilo Drive Overpass
142	Route 7101, Farrington Highway
143	Fort Weaver Road (76) to Waiawa Interchange
144	Route 7110, Farrington Highway
145	Fort Weaver Road (76) to Old Fort Weaver Road
146	Route 7141, Iroquois Road
147	Fort Weaver Road (76) to West Loch Ammunition Depot



148 Route 7142, Waipahu Street  
 149 Kamehameha Highway (99) to Makai End of H-1 Overpass  
 150  
 151 **(C) Area 3:** Route 80, Kamehameha Highway  
 152 Wilikina Drive (99) to Kamananui Road (99)  
 153 Route 83, Joseph P. Leong Highway  
 154 Kamehameha Highway (99) to Kamehameha Highway (83)  
 155 Route 83, Kamehameha Highway  
 156 Kahalewai Place to Kahaluu Bridge  
 157 Route 83, Kahekili Highway  
 158 Kahaluu Bridge to Intersection of Kahekili Highway (63) & Likelike  
 159 Highway (63)  
 160 Route 83, Likelike Highway  
 161 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to  
 162 Kaneohe Bay Drive (65)  
 163 Route 83, Kamehameha Highway  
 164 Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali  
 165 Hwy (61)  
 166 Route 99, Kamehameha Highway  
 167 Weed Junction (Haleiwa) to Kamananui Road (99)  
 168 Route 99, Kamananui Road  
 169 Kamehameha Highway (99) to Wilikina Drive (99)  
 170 Route 99, Wilikina Drive  
 171 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa  
 172 Interchange  
 173 Route 930, Farrington Highway  
 174 Dillingham Airfield to Kaukonahua Road at Thompson Corner  
 175 Route 930, Kaukonahua Road  
 176 Kaukonahua Road at Thompson Corner to South of Paukauila  
 177 Stream  
 178 Route 7012, Whitmore Avenue  
 179 Kamehameha Highway (99) to Helemano Naval Reservation  
 180 Route 7013, Meheula Parkway (Mililani Interchange)  
 181 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp  
 182 Route 7160, Ka Uka Boulevard (Waipio Interchange)  
 183 Moaniani Street to the beginning of Mililani Memorial Park Road  
 184 Route H-2, Wahiawa Interchange to Waiawa  
 185 Interchange  
 186 Leilehua Golf Course Road (Leilehua Interchange)  
 187 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)  
 188  
 189 **(D) Area 4:** Route 61, Pali Highway  
 190 Vineyard Boulevard (98) to Castle Junction  
 191 Route 61, Kalanianaʻole Highway  
 192 Castle Junction to Waimanalo Junction  
 193 Route 61, Kailua Road  
 194 Waimanalo Junction to Kawainui Bridge  
 195 Route 63, Kalihi Street  
 196 Nimitz Highway (92) to School Street  
 197 Route 63, Likelike Highway  
 198 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)

199	Route 65,	Kaneohe Bay Drive
200		Kamehameha Highway (83) to Vicinity of Kaimalu Place
201	Route 65,	Kaneohe Bay Drive
202		Malae Place to Kailua Interchange (H-3)
203	Route 65,	Mokapu Saddle Road
204		Kaneohe Bay Drive (65) to Ilipilio Street
205	Route 65,	Mokapu Boulevard
206		Ilipilio Street to North Kalaheo Avenue
207	Route 72,	Kalanianaʻole Highway
208		Waimanalo Junction to Ainakoa Avenue
209	Route 98,	Vineyard Boulevard
210		H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian
211		Overpass)
212	Route 98,	Halona Street
213		Houghtailing Street to Palama Street
214	Route 98,	Olomea Street
215		Houghtailing Street to Palama Street
216	Route 7601,	Old Waialae Road (Kapiolani Interchange)
217		Kapiolani Boulevard to North King Street
218	Route 7801,	Waialae Avenue
219		17 <sup>th</sup> Avenue to Kilauea Avenue
220	*Route H-1,	Middle Street (7415) to Ainakoa Avenue
221	Route H-3,	Haiku Portal of Harano Tunnel to Kaneohe
222		Marine Corp Base
223		Bingham Street
224		Punahou Street to Vicinity of Isenberg
225		Funchal Street
226		Pauoa Road to Pali Highway (61)
227		Kaneohe Bay Drive
228		Malae Place to Kailua Interchange (H-3)
229		Kapahulu Avenue
230		Harding Avenue to Kapiolani Boulevard
231		Keeaumoku Street
232		Kinau Street to Kaihee Street
233		Kokohead Avenue
234		Harding Avenue to Pahoa Avenue
235		Lunalilo Street
236		Ernest Street to Keeaumoku Street
237		McCully Street
238		Beretania Street to Dole Street
239		Metcalf Street
240		Dole Street to Alexander Street
241		Papaku Place
242		Near Piikoi/H-1 On-Ramp (East)
243		South King/Harding Avenue
244		Waialae Avenue (near Humane Society) to Second Avenue
245		Waiaka Road
246		Waiaka Place to Kapiolani Boulevard
247		Waokanaka Street
248		

\*Note: Only night work is allowed. Refer to Section 110.04 – Safety and Convenience

**110.04 Safety and Convenience.** The Contractor shall at all times conduct his work to assure the least possible obstruction to public traffic. The Safety and convenience of the general public and the protection of persons and property is of utmost importance, and the Contractor shall provide appropriate traffic control and safety measures. The Contractor and his employees shall treat members of the public in a fair and polite manner. Workers shall present a professional appearance and conduct themselves in a professional manner at all times.

All Traffic control and safety measures shall be done in conformance with the "Administrative Rules of Hawaii Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways" adopted by the Director of Transportation, and the current U.S. Federal Highway Administration "Manual on Uniform Traffic Control Devices (MUTCD), 2003 Edition, including Revision 1 dated August 31, 2004. Costs for traffic control shall include set-up and removal of all signs, cones, delineators, barricades, flag persons, police officers, arrow boards, etc., and shall be included in the pavement repair proposal price. See Section 645 – Work Zone Traffic Control.

Do not close traffic lanes or slow down traffic during the following peak hours:

Morning Peak Hours	6:00 A.M. to 8:30 A.M.
Afternoon Peak Hours	3:00 P.M. to 6:00 P.M.

Above peak hours is daily except Saturdays, Sundays and holidays.

Night work is required for Route H-1, H1/H2 Merge to Ainakoa Avenue. The night work hours are from 10:00 P.M. to 4:30 A.M. Area 1 and Area 4 are affected.

The Contractor must notify all private property owners in the vicinity where pavement repair is performed in the event that pavement repair may hinder access to their property. The Contractor must also secure permission prior to entering private property in order to repair pavement.

The Contractor shall remove debris daily and shall leave the work site in a condition equal to or cleaner than prior to commencing work. The Contractor shall be responsible for all hauling and lawful disposal of debris. Any unauthorized or illegal disposal is grounds for termination of the contract.

**110.05 Hours of Operation.** The Contractor shall be available to provide the specified services during normal working hours and complete the services within the period specified in the work order. Normal working days and hours

for the project are defined as Monday through Friday, 8:30 A.M. to 3:00 P.M., except for State holidays. Refer to Section 645 – Work Zone Traffic Control. Authorized Highways personnel will contact the Contractor to schedule work, as needed. All services requested after normal work hours may be charged in accordance with Subsection 107.04 – Overtime and Night Work.

**110.06 Disposal of Debris.** The Contractor shall be responsible for all hauling and dump fees and shall include the cost of these items in his bid. Any unauthorized or illegal disposal is grounds for termination of the contract.

**110.07 Work Orders.** Prepare a work order (Figure 3) for each pavement repair or group of pavement repairs in the same location. The work order shall be similar to the attached form. The work order shall also include the construction time schedule. At certain work sites, erosion control plans or BMP plans will requested by the Engineer. Submit the work order for approval to Mr. Michael Medeiros, Highways Division Field Engineer, Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819. Work shall not be performed unless the Contractor receives an approved work order. The Engineer or his representative shall authorize any increases in total price.

**110.08 Bond Requirement.**

**(A) Proposal Guaranty.** In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the proposal guaranty required under Section 102.08 shall be in the following amounts:

	<u>Proposal</u>	<u>Security Amount</u>
A –	Area 1	\$6,250.00
B –	Area 2	\$6,250.00
C –	Area 3	\$6,250.00
D –	Area 4	\$6,250.00

**(B) Performance and Payment Bond.** The contract bond required under Section 103.05 – Requirement of Contract Bond shall be furnished by the Contractor for the term of the contract (12 months). The bond of the contract shall be submitted to the State, or such additional time as may be granted by the State. Such bond for each extended year may be extensions of the original bond by endorsements thereto.

In as much as the contract to be executed is a price-term, open end, or requirements contract under which the contract price, or total amount to be paid the Contractor cannot be determined at the time the contract is executed, the performance and payment bond amounts required for the work at each Area shall be as follows:

343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358

	<u>Proposal</u>	<u>Security Amount</u>
A –	Area 1	\$125,000.00
B –	Area 2	\$125,000.00
C –	Area 3	\$125,000.00
D –	Area 4	\$125,000.00

**110.08 Basis of Payment.** Payment shall be made by purchase order. The Contractor shall submit monthly progress payments to the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. (See Subsection 109.08 Progress Payments).

**END OF SECTION 110**

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

2  
3    Make the following amendment to said Section:

4  
5    (I)    Amend **Subsection 401.04 – Measurement** from lines 597 to 603 to  
6    read:

7  
8           **"401.04    Measurement.**    The Engineer will measure asphalt concrete  
9           pavement per square yard."

10   (II)   Amend **Subsection 401.05 – Payment** from lines 605 to 615 to read:

11  
12           **"401.05    Payment.**    The Engineer will pay for the accepted asphalt  
13           concrete pavement at the contract unit price per square yard complete in  
14           place.

15           The price includes full compensation for preparing the surface; cold  
16           planing; removing and disposing of all existing raised pavement markers  
17           and traffic tapes; furnishing the asphalt concrete pavement; spreading,  
18           furnishing, applying, and protecting the tack coat; compacting, and  
19           finishing the asphalt concrete pavement; sampling; protecting the  
20           pavement; installing temporary pavement markings; and furnishing the  
21           labor, materials, tools, equipment, and incidentals necessary to  
22           complete the work.

23           The Engineer will make payment under:

24 <b>Pay Item</b>	<b>Pay Unit</b>
25                                   ___ HMA Pavement, Mix No. ___	Square Yard

26  
27  
28                                   **END OF SECTION 401**  
29

1       **SECTION 414 – RECONSTRUCTION OF WEAKENED PAVEMENT AREAS**

2  
3       Make the following amendment to said Section:

4  
5       **(I) Amend Subsection 414.03 – Construction** by adding the following  
6       paragraphs to read as follows:

7  
8               “The depth of excavation for reconstruction shall be the reconstruction  
9               thickness shown in the contract or as ordered by the Engineer.  
10              Consider the depth of excavation for reconstruction to be equal to the  
11              thickness of the new pavement section if the contract shows no depth.  
12              Reconstruct the excavated areas according to Section 301 – Hot Mix  
13              Asphalt Base Course.

14             Backfill and thoroughly compact unauthorized excavation below the  
15             required bottom grade with suitable material at no cost to the State. The  
16             finished bottom grade immediately before placing subsequent material  
17             thereon shall have a relative compaction of not less than 95 percent for a  
18             depth of 6 inches.”

19       **(II) Amend Subsection 414.04 – Measurement** from lines 28 to 29 to read:

20  
21             **“414.04 Measurement.** The Engineer will measure excavation for  
22             reconstruction of weakened pavement areas per square yard as determined by  
23             the Engineer.”

24  
25       **(III) Amend Subsection 414.05 – Payment** from lines 31 to 57 to read:

26  
27             **“414.05 Payment.** The Engineer will pay for the accepted excavation  
28             of weakened pavement areas at the contract unit price per square yard.  
29             The price includes full compensation for removing and disposing of all  
30             existing raised pavement markers and traffic tapes; excavating; saw  
31             cutting; compacting the bottom grade; backfilling and compacting HMGB;  
32             furnishing the asphalt concrete pavement; spreading, furnishing,  
33             applying, and protecting the tack coat; compacting and finishing the  
34             asphalt concrete pavement; sampling; protecting the pavement;  
35             installing temporary pavement markings; disposing excavated materials;  
36             and furnishing equipment, tools, materials, labor, and incidentals  
37             necessary to complete the work.

38             The Engineer will make payment under:

39                               Pay Item	Pay Unit
40                               Excavation of Weakened Pavement Areas	Square Yard”

41  
42                               **END OF SECTION 414**

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

2  
3    Make the following amendment to said Section:

4  
5    **(I)**    Amend **Subsection 645.04 – Measurement** from lines 394 to 403 to  
6    read:

7  
8           **“645.04    Measurement.**    The Engineer will not measure Traffic Control  
9           for payment. The Engineer will not measure Additional Police Officers,  
10          Additional Traffic Control Devices, and Advertisement for payment such as  
11          hiring the services of additional Police Officers that the Engineer  
12          requested; furnishing, installing, maintaining and removing the  
13          additional devices; and inserting the legal notices required by the  
14          Engineer.

15          The Engineer will measure Electronic Message Boards per each.”

16    **(II)**    Amend **Subsection 645.05 – Payment** from lines 405 to 424 to read:

17  
18          **“645.05    Payment.**    The Engineer will not pay for the Traffic Control  
19          separately. The cost for traffic control shall include set-up and removal  
20          of all signs, cones, delineators, barricades, flag persons, police officers,  
21          and arrow boards, and shall be included in the contract price of the  
22          various contract items in Section 401 - Hot Mix Asphalt Pavement.

23          The Engineer will pay for the accepted Electronic Message Boards at the  
24          contract price per each. The price includes full compensation for  
25          furnishing labor, materials, tools, equipment, and incidentals necessary  
26          to operate the Electronic Message Boards.

27 <b>Pay Item</b>	<b>Pay Unit</b>
28                   Electronic Message Board	Each”

29  
30                                   **END OF SECTION 645**  
31



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.

The undersigned further agrees that if this proposal is accepted and the contract awarded, the bidder shall, prior to payment of the final estimate, execute the attached Certification of Compliance for Final Payment form (SPO Form-22).

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of \$6,250.00 per Area, 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.)

## **PREFERENCES**

1. The bidder agrees that preferences shall be taken into consideration to determine the low bidder in accordance with said Sections and the rules promulgated, however, the award of contract will be in the amount of the bid offered exclusive of any preferences.
2. It is further understood by the bidder that if the bidder elects to furnish qualified Hawaii Products, and is awarded the contract, then fails to use such products or meet the requirements of such preference, the bidder shall be subject to the statutory penalties, provided in Section 103D-1002, HRS, and such other remedies as may be available to the State.

### **HAWAII PRODUCTS PREFERENCE**

Hawaii products preference shall not apply to this proposal.

### **RECYCLED PRODUCT PREFERENCE**

Recycled product preference shall not apply to this proposal.

PAVEMENT REPAIR AT VARIOUS LOCATIONS  
Group 1 (Area 1)  
Island of Oahu  
Project No. HWY-OM-2007-37

<b>PROPOSAL SCHEDULE</b>					
<b>(I) 1-1/2" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0400	<b>HMA Pavement, Mix No. IV</b>				
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(II) 3" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0500	<b>HMA Pavement, Mix No. IV</b>				
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(III) RECONSTRUCTION OF WEAKENED PAVEMENT AREAS</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
414.0100	<b>Reconstruction of Weakened Areas</b>				
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$	_____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$	_____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$	_____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$	_____
<b>ITEM NO.      ITEM OF WORK      QUANTITY      UNIT      UNIT PRICE</b>					
645.1000	Electronic Message Board	1	Each	\$	_____
<b>SUM OF ALL ITEMS FOR COMPARISON OF BIDS - PROPOSAL AREA 1</b>					<b>\$ _____</b>

PAVEMENT REPAIR AT VARIOUS LOCATIONS  
Group 2 (Area 2)  
Island of Oahu  
Project No. HWY-OM-2007-37

<b>PROPOSAL SCHEDULE</b>					
<b>(I) 1-1/2" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0400	<b>HMA Pavement, Mix No. IV</b>				
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(II) 3" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0500	<b>HMA Pavement, Mix No. IV</b>				
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(III) RECONSTRUCTION OF WEAKENED PAVEMENT AREAS</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
414.0100	<b>Reconstruction of Weakened Areas</b>				
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$	_____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$	_____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$	_____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$	_____
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
645.1000	Electronic Message Board	1	Each	\$	_____
<b>SUM OF ALL ITEMS FOR COMPARISON OF BIDS - PROPOSAL AREA 2</b>					\$ _____

PAVEMENT REPAIR AT VARIOUS LOCATIONS  
Group 3 (Area 3)  
Island of Oahu  
Project No. HWY-OM-2007-37

<b>PROPOSAL SCHEDULE</b>					
<b>(I) 1-1/2" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0400	<b>HMA Pavement, Mix No. IV</b>				
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(II) 3" HOT MIX ASPHALT PAVEMENT</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
401.0500	<b>HMA Pavement, Mix No. IV</b>				
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$	_____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$	_____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$	_____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$	_____
<b>(III) RECONSTRUCTION OF WEAKENED PAVEMENT AREAS</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
414.0100	<b>Reconstruction of Weakened Areas</b>				
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$	_____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$	_____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$	_____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$	_____
<b>(IV) ELECTRONIC MESSAGE BOARD</b>					
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE	
645.1000	Electronic Message Board	1	Each	\$	_____
<b>SUM OF ALL ITEMS FOR COMPARISON OF BIDS - PROPOSAL AREA 3</b>					\$ _____

**PAVEMENT REPAIR AT VARIOUS LOCATIONS**

Group 4 (Area 4)

Island of Oahu

Project No. HWY-OM-2007-37

<b>PROPOSAL SCHEDULE</b>				
<b>(I) 1-1/2" HOT MIX ASPHALT PAVEMENT</b>				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0400	<b>HMA Pavement, Mix No. IV</b>			
401.0400 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0400 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0400 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0400 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
<b>(II) 3" HOT MIX ASPHALT PAVEMENT</b>				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
401.0500	<b>HMA Pavement, Mix No. IV</b>			
401.0500 - a	Less Than 1,760 Square Yards	1	S.Y.	\$ _____
401.0500 - b	1,761 - 5,280 Square Yards	1	S.Y.	\$ _____
401.0500 - c	5,281 - 12,320 Square Yards	1	S.Y.	\$ _____
401.0500 - d	Over 12,320 Square Yards	1	S.Y.	\$ _____
<b>(III) RECONSTRUCTION OF WEAKENED PAVEMENT AREAS</b>				
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
414.0100	<b>Reconstruction of Weakened Areas</b>			
414.0100 - a	Less Than 250 Square Yards	1	S.Y.	\$ _____
414.0100 - b	251 - 500 Square Yards	1	S.Y.	\$ _____
414.0100 - c	501 - 750 Square Yards	1	S.Y.	\$ _____
414.0100 - d	Over 750 Square Yards	1	S.Y.	\$ _____
ITEM NO.	ITEM OF WORK	QUANTITY	UNIT	UNIT PRICE
645.1000	Electronic Message Board	1	Each	\$ _____
<b>SUM OF ALL ITEMS FOR COMPARISON OF BIDS - PROPOSAL AREA 4</b>				\$ _____

The "SUM OF ALL ITEMS FOR COMPARISON OF BIDS" will determine the lowest responsible bidder.

Notes:

1. Bid prices are for travel time, mileage and furnishing all labor, tools, traffic controls, all, applicable taxes, fees and equipment necessary for all work shown and called for in accordance with the true intent and meaning of the specifications.
2. Bidder may bid on any or all areas. To be considered, bidder must submit a bid for all items within an area.
3. Any contract which is awarded shall be an open-ended contract since the exact value of work to be performed during the contract period cannot be determined beforehand. The unit price for each item of work on any particular work order shall be that which corresponds to the quantity of work for that item actually performed for each work order.
4. As indicated in the Proposal Schedules, all bid items are divided into payment categories, depending upon the quantities of work. The payment category for each bid item shall be based upon the sum total of all work and materials required to perform the required repairs which are issued on a "single work order." A single work order shall be a work order submitted by the Contractor for work that can be performed by the Contractor without relocating a distance of more than 3,000 feet between any two adjacent repair locations.

## **SUPPLEMENT TO PROPOSAL SCHEDULE**

The Department recognizes that certain items of material to be incorporated into the project and/or consumed in the prosecution of the project are temporarily in short supply and beyond the control and without the fault of the Contractor. The effect of such shortages has, among other things, resulted in periodic fluctuations in the posted prices of such short supply materials, thereby making the proposal difficult for the Contractor to bid with confidence.

The only materials considered to be in short supply are asphalt cement, portland cement, reinforcing steel, structural steel, galvanized steel, and prestress/post-tension strands.

Each bidder shall submit with the proposal a written statement from the supplier of each short supply material indicating the supplier's current posted price, effective date of that price and the location of the material at that posted price (by island).

If the price of such short supply material is increased or decreased by more than 5% by the supplier prior to the completion of that contract item requiring the short supply material, the Contractor shall submit to the Department a written statement from the supplier indicating the effective date and changed price the Contractor will thereafter be charged for such short supply material. The Contractor shall also obtain whenever possible, quotations for furnishing the material from other available local suppliers. The quotations shall be obtained sufficiently in advance of the need for the material to allow review by the Department so as not to delay the work. The Contractor's request to the Department for adjusted compensation due to such changed prices will be computed only with prices in effect at the time of delivery. Only the lowest quotation obtained will be accepted by the Department. Transportation, handling, loading, processing and other similar costs will not be subject to adjusted compensation.

No adjustment to the unit bid prices will be made when the increase or decrease in the price of the short material is less than 5% of the original posted price.

If the adjustment to the unit bid price is decreased in the price of the short supply material by more than 5% of the original posted price, the State will be credited.

When an adjustment in price is made in accordance with this section, the adjustment will be allowed only so long as the purchase price remains more or less than 5% of the original posted price.

If an increase in the price of any short supply material exceeds or is scheduled to exceed 35% of the original posted price, the Contractor must notify the State within five working days before using the short supply material. Upon receipt of such notification from the Contractor, the State will direct the Contractor



to either (1) authorize work to proceed as usual with the assurance that the indicated incremental price increase above the 35% will be compensable, (2) issue such change orders as the State may deem necessary to reduce further requirements of the short supply material which is to be paid at the increased price, or (3) if the material is considered to have priced itself beyond reason or beyond what the State can pay, the State may order cessation of further use of such short supply material on the project. Such notification by the Contractor will be required at each instance of incremental price increase above the 35% limit. If the Contractor fails to notify the State of any such incremental price increase within five working days before using the short supply material and continues to utilize the short supply material on the project, the State will not be responsible for payment for the incremental cost increase of which the State was not forewarned.

Computation for the adjusted compensation will be as follows:

**(A) Portland Cement**

If  $X =$  Adjustment per cubic yard of concrete,

$P =$  Portland cement content of the approved mix design expressed in hundredweight per cubic yard of concrete,

$Q =$  Increase or decrease in the price of portland cement in dollars per hundredweight,

Then  $X = QP$

Example: Posted price of portland cement increases from \$1.40 to \$1.70 per cwt. and the hundredweight (cwt) of concrete is 5.6 cwt per c.y., then the adjustment shall be:

$$\begin{aligned} \$1.70 - \$1.40 &= \$0.30 \\ (\$1.40)(5\%) &= \$0.07 \\ \$0.30 - \$0.07 &= \$0.23 \\ X &= (\$0.23)(5.6) = \$1.29 \text{ per c.y. of concrete} \end{aligned}$$

**(B) Asphalt Cement**

If  $X =$  adjustment per ton of mix,

$P =$  asphalt cement content, expressed in percent of dry weight of the aggregates, as determined and accepted by the Department for each of the design plant mixes,

$Q =$  increase or decrease in the price of asphalt cement, in dollars per ton,

$$\text{Then } X = \frac{Q(P)}{100+P}$$

Example: Posted price of asphalt cement increases from \$70 to \$80 per ton and the asphalt content of the A.C. mix was accepted at 6.0%, then the adjustment shall be:

$$\begin{aligned} \$80.00 - \$70.00 &= \$10.00 \\ (\$70.00)(5\%) &= \$3.50 \\ \$10.00 - \$3.50 &= \$6.50 \\ X &= \$6.50 \left( \frac{6}{100+6} \right) = \$0.37 \text{ per ton A.C. mix} \end{aligned}$$

### (C) Reinforcing Steel

If  $X =$  Adjustment for reinforcing steel,

$P =$  Weight of reinforcing steel, expressed in hundredweight

$Q =$  Increase or decrease in the price of reinforcing steel in dollars per hundred weight,

Then  $X = QP$

Example: Posted price of grade 40 reinforcing steel increases from \$14.00 to \$15.00 per cwt and the weight of the grade 40 reinforcing steel is 80,000 pounds, then the adjustment shall be:

$$\begin{aligned} \$15.00 - \$14.00 &= \$1.00 \\ (\$14.00)(5\%) &= \$0.70 \\ \$1.00 - \$0.70 &= \$0.30 \\ X &= (\$0.30)(800) = \$240 \text{ for grade 40 reinforcing steel} \end{aligned}$$

The Contractor shall submit to the Department original receipted bills covering the short supply material used on the project as soon as practicable after shipments are completed. The bills shall be accompanied by a tabulation on which the bills are listed in chronological order showing for each bill the quantity, the date shipped from the supplier's terminal and the price per unit at the place indicated in the posted price (reflecting any deduction for quantity shipments). These bills shall be subject to audit verification.

The Department reserves the right to alter the quantities of material to be furnished in accordance with the provisions of Subsection 104.02.

The Department also reserves the right, during construction, to decrease or increase the scope of work, because of limitations of funds, with no adjustment in unit prices other than that specified hereinabove.

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION  
DESIGN BRANCH  
HIGHWAY DESIGN SECTION  
601 KAMOKILA BOULEVARD, ROOM 609  
KAPOLEI, HAWAII 96707-2023

**PRE-BID CONFERENCE MINUTES**

601 KAMOKILA BOULEVARD, CONFERENCE ROOM 333  
KAPOLEI, HAWAII 96707  
NOVEMBER 28, 2007 - 9:00 AM

**PROJECT:** PAVEMENT REPAIRS AT VARIOUS LOCATIONS

ISLAND OF OAHU

**PROJECT NUMBER:** HWY-OM-2007-37

Pre-Bid Conference began at 9:05 AM.

Opened pre-bid conference by stating the three open-ended projects.

Also stated there is no set agenda and this conference would field questions about the project.

1. Question: In Section 104, lines 9 & 10, the "pavement marking work shall not include any new (initial) pavement marking construction at any location of the roadways." There seems to be a conflict between this sentence and the work currently being done in the original contract.

Response: This sentence is deleted in Section 104. The pavement repairs contract will put in temporary striping and the permanent striping will be done under the pavement marking contract.

2. Question: On page P-3 of the Special Provisions, the bid security amount is 5% of the total amount bid. Section 110 states that this amount is \$6,250.00 per Area. Which is correct?

Response: The bid security amount should be as stated in Section 110. Page P-3 is corrected in the addendum.

3. Question: Will HWY-OM be providing the variable message boards?

Response: Section 645 will state that arrow boards be included and a line item for this item has been added to the proposal schedule.

4. Question: Suggestion that two line items be added to the proposal schedule – 1) removing temporary tape and 2) removing temporary markers.

Response: These line items will be added to the pavement marking proposal schedule.

5. Question: Will there be Notices to the Public?

Response: Yes, the contractor must notify HWY-OM of his schedule so that the Public Affairs office can put the Notice in the newspaper. The contractor must put up variable message signs at least 24-hours or earlier, before starting work.

6. Question: In the Pavement Repairs project, page 110-1a is not clear whether the AC is included in the reconstruction of weakened areas.

Response: Section 110 will be reworded. For the reconstruction line item, the 1-1/2" AC is included.

7. Question: If work areas are more than 3,000 feet apart or are on opposing traffic lanes, can these work areas be put under separate work orders?

Response: This note will be put in the P-sheets to address this question. "A single work order shall be a work order submitted by the Contractor for work that can be performed by the Contractor without relocating a distance of more than 3,000 feet between any two adjacent repair locations."

8. Question: Do we need Erosion Control or BMPs?

Response: There may be areas in which work will be near drainage systems, therefore Erosion Control Plans and/or BMP's will need to be submitted on the work order.

9. Question: The contractors may have problems completing the Hawaii Products Preference sheets. Any suggestions on how to alleviate this?

Response: The Hawaii Products Preference will be deleted.

10. Question: Can a number be placed in the Quantity column of the proposal schedule?

Response: Quantities cannot be determined at this time. Please bid accordingly.

Pre-Bid Conference concluded at 10:25 AM.

**PAVEMENT REPAIRS AT VARIOUS LOCATIONS,  
PROJECT NO. HWY-OM-2007-37  
PRE-BID MEETING  
NOVEMBER 28, 2007  
9:00 AM**

NO.	NAME	COMPANY	PHONE NO.
1	Cole Millare	Grace Pacific Corp.	842-3214
2	Terence Chan	Read Builders	833-5400
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