

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS**

**ADDENDUM NO. 1
for
SIDEWALK, CURB, AND GUTTER REPAIR AT VARIOUS LOCATIONS
ISLAND OF OAHU**

PROJECT NO. HWY-OM-2022-38R

This Addendum shall make the following amendments to the Bid Documents.

A. SPECIFICATIONS

1. Delete Special Provision Section 103 – Award and Execution of Contract dated 8/27/2021 and replace with the attached Special Provision Section 103 – Award and Execution of Contract dated r6/01/23.
2. Delete Special Provision Section 110 – Portland Cement Concrete Sidewalk, Curb and Gutter Repair dated 2/9/22 and replace with the attached Special Provision Section 110 – Portland Cement Concrete Sidewalk, Curb and Gutter Repair dated r6/01/23.

B. PROPOSAL

1. Delete Proposal Page P-1 dated 5/19/2022 and replace with the attached Proposal Page P-1 dated r6/01/23.

The following are provided for information.


C. PRE-BID MEETING MINUTES

1. The Pre-Bid Meeting Minutes and Attendance Sheet are attached for information.

D. ANSWERS TO REQUESTS FOR INFORMATION (RFIs) FROM PROSPECTIVE BIDDERS

1. The attached RFIs and responses are provided 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.



ROBIN K. SHISHIDO
Highways Deputy Director

**Addendum No. 1
r6/01/23**

1 Make this section a part of the Standard Specifications:
2

3 **“SECTION 103 - AWARD AND EXECUTION OF CONTRACT**
4
5

6 **103.01 Consideration of Proposals.** The Department will compare the
7 proposals in terms of the summation of the products of the approximate quantities
8 and the unit bid prices after the submittal date and time established in HlePRO. If
9 a discrepancy occurs between the unit bid price and the bid price, the unit bid price
10 shall govern.
11

12 The Department reserves the right to reject proposals, waive technicalities
13 or advertise for new proposals, if the rejection, waiver, or new advertisement favors
14 the Department.
15

16 **103.02 Award of Contract.** The award of contract, if it be awarded, will be
17 made within 60 calendar days after the opening of bids, to the lowest responsible
18 and responsive bidder whose bid meets all the requirements and criteria set forth
19 in the invitation for bids. (Through HlePRO). The successful bidder will be notified
20 by letter mailed to the address shown in its proposal, that its proposal has been
21 accepted, and that it has been awarded the contract.
22

23 **(1) Requirement for Award.** To be eligible for award, the apparent
24 low bidder will be contacted to submit copies of the documents listed
25 below to demonstrate compliance with HRS Section 103D-310(c). The
26 documents shall be submitted to the Department within 14 days after bid
27 opening unless otherwise specified in the invitation for bids or an
28 extension is granted in writing by the Department. If a valid
29 certificate/clearance is not submitted on a timely basis for award of a
30 contract, a bidder otherwise responsive and responsible may not receive
31 the award. See also Subsection 108.03 – Preconstruction Data
32 Submittal.
33

34 The Department may request the bidders to allow the Department
35 to consider the bids for the issuance of an award beyond the 60 calendar
36 day period. Agreement to such an extension must be made by a bidder
37 in writing. Only bidders who have agreed to such an extension will be
38 eligible for the award.
39

40 **(A) Tax Clearance.** Pursuant to HRS Sections 103D-310(c), 103-53
41 and 103D-328, the successful bidder shall be required to submit a certified
42 copy of its tax clearance issued by the Hawaii State Department of Taxation
43 (DOTAX) and the Internal Revenue Service (IRS) to demonstrate its
44 compliance with HRS Chapter 237. A tax clearance is valid for six (6)
45 months from the most recent approval stamp date on the tax clearance and
46 must be valid on the bid's first legal advertisement date or any date
47 thereafter up to the bid opening date.

48
49 FORM A6, TAX CLEARANCE CERTIFICATE, is available at
50 the following website:

51
52 <https://tax.hawaii.gov/>
53

54 To receive DOTAX Forms by fax or mail, phone
55 (808) 587-7572 or 1-800-222-7572.
56

57 The application for the Tax Clearance Certificate is the responsibility
58 of the bidder and must be submitted directly to the DOTAX or IRS. The
59 approved certificate may then be submitted to the Department.
60

61 **(B) DLIR Certificate of Compliance.** Pursuant to HRS Section 103D-
62 310(c), the successful bidder shall be required to submit a copy (faxed
63 copies are acceptable) of its approved certificate of compliance issued by
64 the Hawaii State Department of Labor and Industrial Relations (DLIR) to
65 demonstrate its compliance with unemployment insurance (HRS Chapter
66 383), workers' compensation (HRS Chapter 386), temporary disability
67 insurance (HRS Chapter 392), and prepaid health care (HRS Chapter 393).
68 The certificate is valid for six (6) months from the most recent approval
69 stamp date on the certificate and must be valid on the bid's first legal
70 advertisement date or any date thereafter up to the bid opening date. For
71 certificates which receive a "pending" approval stamp, a DLIR approval
72 stamp is required prior to the issuance of the Notice to Proceed.
73

74 FORM LIR#27, APPLICATION FOR CERTIFICATE OF
75 COMPLIANCE WITH SECTION 3-122-112, HAR, is available at the
76 following website:

77
78 <http://labor.hawaii.gov/>
79

80 More information is available by calling the DLIR Unemployment Insurance
81 Division at (808) 586-8926.
82

83 Inquiries regarding the status of a LIR#27 Form may be made by
84 calling the DLIR Disability Compensation Division at (808) 586-9200.
85

86 The application for the Certificate of Compliance is the responsibility
87 of the bidder and must be submitted directly to the DLIR. The approved
88 certificate may then be submitted to the Department.
89

90 **(C) DCCA Certificate of Good Standing.** Pursuant to HRS Section
91 103D-310(c), the successful bidder shall be required to submit a copy
92 (faxed copies are acceptable) of its approved Certificate of Good Standing
93 issued by the Hawaii State Department of Commerce and Consumer Affairs
94 (DCCA), Business Registration Division (BREG) to demonstrate that it is
95 either:
96

97 **(1)** Incorporated or organized under the laws of the State; or
98

99 **(2)** Registered to do business in the State as a separate branch
100 or division that is capable of fully performing under the contract.
101

102 The Certificate of Good Standing is valid for six (6) months from the
103 approval date on the certificate and must be valid on the bid's first legal
104 advertisement date or any date thereafter up to the bid opening date. A
105 Hawaii business that is a sole proprietorship, however, is not required to
106 register with the BREG, and therefore not required to submit a Certificate of
107 Good Standing. Bidders are advised that there are costs associated with
108 registering and obtaining a Certificate of Good Standing from the DCCA.
109

110 To purchase a CERTIFICATE OF GOOD STANDING, go to On-Line
111 Services at the following website:
112

113 <http://cca.hawaii.gov/>
114

115 The application for the Certificate of Good Standing is the
116 responsibility of the bidder and must be submitted directly to the DCCA.
117 The approved certificate may then be submitted to the Department.
118

119 **(D) Hawaii Compliance Express (HCE).** In lieu of the certificates
120 referenced above, the bidder may make available proof of compliance
121 through the Hawaii Compliance Express or any other designated
122 certification process. Bidders may apply and register at the "Hawaii
123 Compliance Express" website:
124

125 <https://vendors.ehawaii.gov/hce/>
126

127 This contract, to be awarded, is considered a requirement contract, as the
128 scope consists of furnishing all labor, necessary equipment, materials, and traffic
129 control, to repair severely cracked, popped up and depressed reinforced Portland
130 cement concrete (PCC) sidewalks, and curb and/or gutters by the Contractor will

be made on an "as-needed" basis during the 24-month contract period. The State gives no assurance as to the number of services it will purchase.

The bidder must maintain an office on the Island of Oahu to be awarded the contract.

103.03 Cancellation of Award. The Department reserves the right to cancel the award of contracts before the execution of said contract by the parties. There will be no liability to the awardee and to other bidders.

103.04 Return of Proposal Guaranty. The Department will return the proposal guaranties, except those of the three lowest bidders, after the Department checks the proposals. The Department will return the proposal guaranties of the remaining two lowest bidders, not awarded the contract, within five working days following the execution of the contract. The Department will return the successful bidder's proposal guaranty after the successful bidder furnishes a bond and executes the contract.

103.05 Requirement of Contract Bond. At the time of execution of the contract, the successful bidder shall file a good and sufficient performance bond and a payment bond on the forms furnished by the Department conditioned for the full and faithful performance of the contract in accordance with the terms and intent thereof and for the prompt payment to all others for all labor and material furnished by them to the bidder and used in the prosecution of the work provided for in the contract.

The contract bond required shall be furnished by the Contractor for the term of the contract (24 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. The bidder shall limit the acceptable performance and payment bonds to the following:

(a) Legal tender;

(b) Surety bond underwritten by a company licensed to issue bonds in the State of Hawaii; or

(c) A certificate of deposit; share certificate; cashier's check; treasurer's check, teller's check drawn by or a certified check accepted by and payable on demand to the State by a bank savings institution or credit union insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).

1. The bidder may use these instruments only to a maximum of \$100,000.

177
178 **2.** If the required security or bond amount totals over \$100,000
179 more than one instrument not exceeding \$100,000 each and issued
180 by different financial institutions shall be acceptable.
181

182 Such bonds shall also by the terms inure to the benefit of any and all
183 persons entitled to file claims for labor done or material furnished in the work so as
184 to give them a right of action as contemplated by HRS Section 103D-324.
185

186 In as much as the contract to be executed is price-term, open-end, or
187 requirements contract under which the contract price, or total amount to be paid the
188 Contractor cannot be determined at the time the contract is executed, the performance
189 and payment bond amounts required for the work at each Area shall be as follows:
190

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$121,200.00
B – Area 2	\$121,200.00
C – Area 3	\$121,200.00
D – Area 4	\$121,200.00

197
198 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104
199 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be
200 executed by the successful bidder and returned within ten days after the award of
201 the contract or within such further time as the Director may allow after the bidder
202 has received the contract for execution.

203 The contract shall not bind the Department unless said parties execute the
204 contract and the Director of Finance endorses the bidder's certificate in
205 accordance with HRS Section 103-39.
206

207 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
208 acceptable bonds shall be cause for the cancellation of the award in accordance
209 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
210 the proposal guaranty which becomes the property of the Department. This is not
211 a penalty, but liquidated damages sustained by the State. The Department may
212 then make award to the next lowest responsible and responsive bidder or the
213 Department may re-advertise and construct the work under contract.”
214
215
216
217

218 **END OF SECTION 103**

1 Make this section a part of the Standard Specifications:

2
3 **“SECTION 110 - PORTLAND CEMENT CONCRETE SIDEWALK, CURB AND**
4 **GUTTER REPAIR**

5
6 **110.01 Scope of Work.** The work shall consist of furnishing all labor,
7 necessary equipment, materials and traffic control, to repair severely cracked,
8 faulted, popped up and depressed Portland cement concrete (PCC) sidewalks,
9 curb and/or gutters on the Island of Oahu as requested.

10
11 All work shall be performed in a professional manner in accordance with
12 current industry practices and this document. All Portland cement concrete related
13 debris shall be removed daily at all locations. See Subsection 110.03 – Area of
14 Coverage.

15
16 The Contractor shall work as directed by the Highways Division’s Oahu
17 District Maintenance Engineer. The Contractor, as per Subsection 110.04 – Safety
18 and Convenience, shall provide traffic control and its cost shall be inclusive of PCC
19 sidewalk, curb and/or gutter repair work cost.

20
21 The Contractor shall possess a General Engineering “A” or General Building
22 “B” or Specialty Contractor’s “C-31” or “C-31a” license at the time of bidding, and
23 shall have possessed the license and have performed similar work for at least two
24 years prior to the bid date. Failure to meet this requirement shall be cause of
25 disqualification.

26
27 **110.02 Contract Period and Option to Extend.** The period of the contract
28 shall be for **24 months** commencing from the date indicated in the “Notice to
29 Proceed” from the Department. There is an option to extend for **one additional**
30 **12-month period**, without re-bidding, upon mutual agreement in writing prior to
31 the contract expiration date, provided the initial bid price remains the same. The
32 maximum contract period is thirty-six (36) months.

33
34 Failure by the Contractor to execute the amendment to extend the contract within
35 the number of days specified under Subsection 103.06 - Execution of the
36 Contract may be cause for cancellation of the written agreement to extend the
37 contract and may be subject to disqualification from bidding future projects for a
38 two-year period in accordance with Subsection 102.12 Disqualification of
39 Bidders.

40
41 **110.03 Area of Coverage.** The project requires the Contractor to repair
42 existing PCC sidewalks, curbs and/or gutters at various locations on the Island of
43 Oahu as requested. Work shall be grouped into four areas along with the
44 corresponding routes as shown on the attached map of the island of Oahu
45 (Figure 1). 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 and Sand Island Parkway
Nimitz Highway (92) to Sand Island Park Entrance
Route 78, Moanalua Freeway
Kamehameha Highway (99) On-Ramp to Moanalua Freeway to
Moanalua Freeway Overpass (Structure over H-1)
Route 92, Kam-Nimitz Highway
Main Gates at Pearl Harbor and Hickam AFB to Kalihi Stream Bridge
Route 92, Nimitz Highway
Kalihi Stream Bridge 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, Farrington Highway
Waiawa Interchange
Route 7239, Ulune Street and Halawa Valley Road
North East of Kahuapaani Street to Iwaiwa Street
Route 7241, Kahuapaani Street
Salt Lake Boulevard to Halawa Heights Road
Route 7241, Halawa Heights Road
Kikania Street to Fernridge Place
Route 7310, Puuloa Road
Kam-Nimitz Highway (92) to Mahiole Street
Route 7345, Jarrette White Road
Mahiole Street to Tripler Hospital Gate
Route 7350, Bougainville Drive
Radford Drive (7351) to Salt Lake Boulevard
Route 7351, Radford Drive
Kamehameha Highway (99) to Bougainville Drive (7350)
Route 7401, Kamehameha Highway
Middle Street to Kalihi Stream Bridge
Route 7413, Liliha Street
North King Street to School Street
Route 7415, Middle Street
Kamehameha Highway (99) to Mauka of H-1 Freeway
*Route H-1, Waiawa Interchange to Kahauiki Interchange
Pearl City/ Waipahu to Middle Street
Route H-3, Halawa Interchange to Halawa Portal of Harano
Tunnel
Route H201, Moanalua Freeway
Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange
Ala Ike Street (Leeward Community College)
Kaua Street
Middle Street (7415) to Pineapple Place
Lagoon Drive
Nimitz Highway (92) to Koapaka Street

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96 Moanalua Road (Waiau Interchange)
 97 Ewa of Kaulike Drive to Kokohead of Hoomalu Stree
 98 North King Street
 99 Middle Street (7415) to Ola Lane Overpass
 100 Pacific Street
 101 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in
 102 Iwilei
 103 Salt Lake Boulevard
 104 Kahuapaani Street (7241) to Luapele Drive
 105 Sumner Street
 106 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei
 107 Waiawa Road (Near Leeward Community College)
 108 Farrington Highway (99) to Ala Ike Street
 109
 110 **(B) Area 2:**
 111 Route 76, Fort Weaver Road
 112 Navy Reservation Gate to Interstate Route H-1
 113 Route 93, Farrington Highway
 114 Palailai Interchange to Kaena Point State Park
 115 Route 93, Farrington Highway (Makakilo Interchange)
 116 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both
 117 sides of Intersection
 118 Route 95, Kalaeloa Boulevard and Malakole Street
 119 Palailai Interchange to Vicinity of Kaiholo Street
 120 Route 750, Kunia Road
 121 Interstate Route H-1 to Wilikina Drive (99)
 122 Route 901, Fort Barrette Road
 123 Barbers Point Naval Reservation to Makakilo Drive Overpass
 124 Route 7101, Farrington Highway
 125 Fort Weaver Road (76) to Waiawa Interchange
 126 Route 7110, Farrington Highway
 127 Fort Weaver Road (76) to Old Fort Weaver Road
 128 Route 7141, Iroquois Road
 129 Fort Weaver Road (76) to West Loch Ammunition Depot
 130 Route 7142, Waipahu Street
 131 Kamehameha Highway (99) to Makai End of H-1 Overpass
 132 Route H-1, Kalaeloa Boulevard to Waiawa Interchange
 133
 134 **(C) Area 3:**
 135 Route 80, Kamehameha Highway
 136 Wilikina Drive (99) to Kamananui Road (99)
 137 Route 83, Joseph P. Leong Highway
 138 Kamehameha Highway (99) to Kamehameha Highway (83)
 139 Route 83, Kamehameha Highway
 140 Kahalewai Place to Kahaluu Bridge
 141 Route 83, Kahekili Highway
 142 Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway
 143 (63)
 144 Route 83, Likelike Highway
 145 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay

146 Drive (65)
 147 Route 83, Kamehameha Highway
 148 Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)
 149 Route 99, Kamehameha Highway
 150 Weed Junction (Haleiwa) to Kamananui Road (99)
 151 Route 99, Kamananui Road
 152 Kamehameha Highway (99) to Wilikina Drive (99)
 153 Route 99, Wilikina Drive
 154 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
 155 Route 930, Farrington Highway
 156 Dillingham Airfield to Kaukonahua Road at Thompson Corner
 157 Route 930, Kaukonahua Road
 158 Kaukonahua Road at Thompson Corner to South of Paukauila Stream
 159 Route 7012, Whitmore Avenue
 160 Kamehameha Highway (80) to Helemano Naval Reservation
 161 Route 7013, Meheula Parkway (Mililani Interchange)
 162 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp
 163 Route 7160, Ka Uka Boulevard (Waipio Interchange)
 164 Moaniani Street to the beginning of Mililani Memorial Park Road
 165 Route H-2, Wahiawa Interchange to Waiawa Interchange
 166 Leilehua Golf Course Road (Leilehua Interchange)
 167 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)
 168

(D) Area 4:

170 Route 61, Pali Highway
 171 Vineyard Boulevard (98) to Castle Junction
 172 Route 61, Kalanianaʻole Highway
 173 Castle Junction to Waimanalo Junction
 174 Route 61, Kailua Road
 175 Waimanalo Junction to Kawaiʻnui Bridge
 176 Route 63, Kalihi Street
 177 Nimitz Highway (92) to School Street
 178 Route 63, Likelike Highway
 179 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)
 180 Route 65, Kaneohe Bay Drive
 181 Kamehameha Highway (83) to Vicinity of Kaimalu Place
 182 Route 65, Kaneohe Bay Drive
 183 Malae Place to Kailua Interchange (H-3)
 184 Route 65, Mokapu Saddle Road
 185 Kaneohe Bay Drive (65) to Ilipilo Street
 186 Route 65, Mokapu Boulevard
 187 Ilipilo Street to North Kalaheo Avenue
 188 Route 72, Kalanianaʻole Highway
 189 Waimanalo Junction to Ainakoa Avenue
 190 Route 98, Vineyard Boulevard
 191 H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
 192 Route 98, Halona Street
 193 Houghtailing Street to Palama Street
 194 Route 98, Olomea Street
 195 Houghtailing Street to Palama Street

Route 7601, Old Waialae Road (Kapiolani Interchange)
 Kapiolani Boulevard to North King Street
 Route 7801, Waialae Avenue
 17th Avenue to Kilauea Avenue
 *Route H-1, Middle Street (7415) to Ainakoa Avenue
 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base
 Bingham Street
 Punahou Street to Vicinity of Isenberg Street
 Funchal Street
 Pauoa Road to Pali Highway (61)
 Kapahulu Avenue
 Harding Avenue to Kapiolani Boulevard
 Keeaumoku Street
 Kinau Street to Kaihee Street
 Kokohead Avenue
 Harding Avenue to Paho Avenue
 Lunalilo Street
 Ernest Street to Keeaumoku Street
 McCully Street
 Beretania Street to Dole Street
 Metcalf Street
 Dole Street to Alexander Street
 Papaku Place
 Near Piikoi/H-1 On-Ramp (East)
 South King/ Harding Avenue
 Waialae Avenue (near Humane Society) to Second Avenue
 Waiaka Road
 Waiaka Place to Kapiolani Boulevard
 Waokanaka Street

*Note: Night work is required. 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) for Streets and Highways”,
 2009 Edition. 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 PCC sidewalk, curb and/or gutter repair proposal price. See Section 645 – Work Zone Traffic Control for additional information.

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.

Morning Peak Hours from 6:00 A.M. to 9:00 A.M. shall be observed for Interstate Routes H-2 and H-3, Likelike and Pali Highways, Nimitz Highway/Ala Moana Boulevard, and Fort Weaver Road.

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

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). The night work hours are from 10:00 P.M. to 4:30 A.M. Areas 1 and 4 are affected.

The Contractor must notify all private property owners in the vicinity where PCC sidewalk, curb and/or gutter repairs are performed in the event that the work may hinder access to their property. The Contractor must also secure permission prior to entering private property to do sidewalk, curb and/or gutter repair work, if any.

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. No section of incomplete sidewalk, curb and/or gutter shall be left unshielded at the end of each work day.

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.

290
291 **110.07 Work Orders.** Prepare a work order (Figure 2) for each PCC
292 sidewalk, curb and/or gutter repair or group of sidewalk, curb and/or gutter
293 repairs in the same location. The work order shall also include the construction
294 time schedule. At certain work sites, erosion control plans or BMP plans will be
295 requested by the Engineer. Submit the work order for approval to the Highways
296 Division Field Engineer, Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii
297 96819. Work shall not be performed unless the Contractor receives an approved
298 work order. The Engineer or his representative shall authorize any increases in
299 total price.

300
301 **110.08 Basis of Payment.** Payment shall be made by purchase order.
302 The Contractor shall submit monthly progress payments to the Oahu District
303 Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. (See
304 Subsection 109.08 Progress Payments.”
305
306

307 **END OF SECTION 110**

**PROPOSAL TO THE
STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

PROJECT: **SIDEWALK, CURB AND GUTTER REPAIR AT
VARIOUS LOCATIONS
ISLAND OF OAHU**

PROJECT NO.: **HWY-OM-2022-38R**

COMPLETION TIME: **TWENTY-FOUR (24) MONTHS** from the date
indicated in the Notice to Proceed from the
Department with the option to extend for **one (1)**
additional twelve (12) month period upon mutual
agreement.

DESIGN PROJECT MANAGER:

NAME: **JENNIFER RUSSELL**
ADDRESS: **601 KAMOKILA BLVD., ROOM 609
KAPOLEI, HAWAII 96707**
PHONE NO.: **(808) 692-7572**
EMAIL: **jennifer.t.russell@hawaii.gov**
FAX NO.: **(808) 692-7590**

ELECTRONIC SUBMITTAL:

The bidder shall submit the proposal in HlePRO.
The proposal shall be UPLOADED to HlePRO prior
to the bid opening date and time. See SPECIAL
PROVISIONS - Section 102, 102.09 DELIVERY OF
PROPOSALS - for additional information.

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

PRE-BID MEETING ATTENDANCE AND MINUTES FOR

Project Title: Sidewalk, Curb and Gutter Repair at Various Locations
Island of Oahu

Project No.: HWY-OM-2022-38R

Date, Time, and Location: Friday, May 12, 2023, at 10:30 a.m. Hawaii Standard Time (HST)
Pre-bid meeting was held virtually on Microsoft Teams.

Attendees:

Name	Organization/Company	Contact Information
Heather Mireles	Island Construction & Demolition, LLC	hmireles@island-construction.net (808) 696-8070
Chip Doyle	Blue Builders, LLC	chip@bluebuilders.com (808) 226-6261
Ryan Wada	Quality General Inc.	Ryan@qualitygeneral.com (808) 479-1692
Makalia Morel	HDOT HWY-DD	makalia.e.morel@hawaii.gov
Robert Loo	HDOT HWY-DD	robert.s.loo@hawaii.gov
Emma Kawamoto	HDOT HWY-DD	emma.g.kawamoto@hawaii.gov
Kaitlyn Slade	HDOT HWY-DD	kaitlyn.n.slade@hawaii.gov
Jennifer Russell	HDOT HWY-DD	jennifer.t.russell@hawaii.gov
Dawna Emoto	HDOT HWY-OM	dawna.l.emoto@hawaii.gov

Items of Discussion:

- A. Makalia Morel (HDOT HWY-DD) called the meeting to order at 10:30 a.m. and noted the following:
1. Anything said at the meeting was for clarification only. The bid documents shall govern over anything said in the meeting and discrepancies shall be clarified by addendum.
 2. Summarized the scope of work as described in the Notice to Bidders.
 3. Advised bidders to thoroughly review Special Provision Section 102 – Bidding Requirements and Conditions.
 4. Reminded bidders that a proposal guaranty amount of \$6,060.00 per area bid upon is required to be submitted with their bid.
 5. Informed bidders of the contract time and option to extend upon mutual agreement.

6. Bidders may bid on any or all areas. Separate contracts will be awarded for each area, but if a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded.
- B. Bidders were invited to ask questions, but there were none.
- C. The following reminders were given:
1. All requests for information (RFIs) must be submitted in writing through HlePro by **Monday, May 22, 2023, at 4:30 p.m. HST**. Any questions received after the deadline will not be addressed and verbal RFIs will not receive a response.
 2. Bid opening is currently scheduled for **Thursday, June 8, 2023, at 2:00 p.m. HST**. Bidders shall upload their proposals to HlePro prior to the scheduled bid opening date and time. Proposals received after said due date and time shall not be considered.
- D. The meeting concluded at 10:35 a.m.

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

Project Title: SIDEWALK, CURB AND GUTTER REPAIR AT VARIOUS LOCATIONS
ISLAND OF OAHU

Project No.: HWY-OM-2022-38R

Prospective bidders had submitted the following RFIs via HlePRO as of May 22, 2023. The questions and responses are as follows:

1. What assumptions should be made about traffic control, since it is likely each location will have different requirements?

Response: See Special Provision Subsection 110.04 – Safety and Convenience and Section 645 – Work Zone Traffic Control.

2. Should bidders include cost of permits, public notifications, DOT Highway permits for work performed in State rights of way, and other potential fees in their Unit Prices?

Response: Yes. If required, these items are considered incidental, and the cost shall be included in the bidder's unit price.

3. Will Contractors have the opportunity to make adjustments to their proposed Unit Prices once Locations, details, and quantities are defined through a Work Order?

Response: No, unless a change in the work constitutes a price adjustment as approved by the Engineer. Refer to Section 104 – Scope of Work for more information.

4. Please confirm Contractors are to assume Detectable Warning Mats are the same size for each location.

Response: Contractors are responsible for verifying the sizes of the detectable warning mats per work order. Refer to Standard Specification Subsection 650.03 – Construction and Figures 5.2 through 5.6 and 5.9 for typical dimensions.