

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

**ADDENDUM NO. 1
for
GUARDRAIL REPAIRS AT VARIOUS LOCATIONS
ISLAND OF OAHU
PROJECT NO. HWY-OM-2023-35**

The following amendments shall be made to the Bid Documents:

A. SPECIFICATIONS

1. Replace Section 103 – Award and Execution of Contract dated 9/29/22 with the attached Section 103 – Award and Execution of Contract dated r10/25/22.
2. Replace Section 105 – Control of Work dated 9/6/22 with the attached Section 105 – Control of Work dated r10/26/22.
3. Replace Section 110 – Guardrail Repairs dated 9/9/22 with the attached Section 110 – Guardrail Repairs dated r10/25/22.
4. Replace Section 693 – Terminal Impact Attenuator dated 2/15/19 with the attached Section 693 – Terminal Impact Attenuator dated r10/25/22.

The following is provided for information.

B. PRE-BID MEETING MINUTES

1. Pre-bid meeting attendance and minutes are attached for information.

Please acknowledge receipt of this Addendum No. 1 by recording the date of its receipt in the space provided on page P-4 of the Proposal.



JADE T. BUTAY
Director of Transportation

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

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

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

must be valid on the bid's first legal advertisement date or any date thereafter up to the bid opening date.

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

<https://tax.hawaii.gov/>

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

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

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

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

<http://labor.hawaii.gov/>

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

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

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

(C) DCCA Certificate of Good Standing. Pursuant to HRS Section 103D-310(c), the successful bidder shall be required to submit a copy

(faxed copies are acceptable) of its approved Certificate of Good Standing issued by the Hawaii State Department of Commerce and Consumer Affairs (DCCA), Business Registration Division (BREG) to demonstrate that it is either:

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

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

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

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

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

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

Prospective bidders may submit a bid for any or all areas on the basic proposal schedule. The awarding of the contract(s) will be made to the lowest responsible and responsive bidder for each area.

The contract to be awarded is considered a requirement contract, as the guardrail replacement by the Contractor will be made on an "as-needed" basis during the 12-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.

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

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

139
140 **103.03 Cancellation of Award.** The Department reserves the right to cancel
141 the award of contracts before the execution of said contract by the parties. There
142 will be no liability to the awardee and to other bidders.

143
144 **103.04 Return of Proposal Guaranty.** The Department will return the proposal
145 guaranties, except those of the three lowest bidders, after the Department checks
146 the proposals. The Department will return the proposal guaranties of the remaining
147 two lowest bidders, not awarded the contract, within five working days following
148 the execution of the contract. The Department will return the successful bidder's
149 proposal guaranty after the successful bidder furnishes a bond and executes the
150 contract.

151
152 **103.05 Requirement of Contract Bond.** At the time of execution of the
153 contract, the successful bidder shall file a good and sufficient performance bond
154 and a payment bond on the forms furnished by the Department conditioned for
155 the full and faithful performance of the contract in accordance with the terms and
156 intent thereof and for the prompt payment to all others for all labor and material
157 furnished by them to the bidder and used in the prosecution of the work provided
158 for in the contract.

159
160 The contract bond required shall be furnished by the Contractor for the term
161 of the contract (12 months). The bond of the contract shall be submitted to the
162 State, or such additional time as may be granted by the State. Such bond for each
163 extended term may be the extensions of the original bond by the endorsements
164 thereto. The bonds shall be of an amount equal to 100 percent of the amount of
165 the contract price and include 5 percent of the contract amount estimated to be
166 required for extra work. The bidder shall limit the acceptable performance and
167 payment bonds to the following:

168
169 (a) Legal tender;

170
171 (b) Surety bond underwritten by a company licensed to issue bonds in
172 the State of Hawaii; or

173
174 (c) A certificate of deposit; share certificate; cashier's check; treasurer's
175 check, teller's check drawn by or a certified check accepted by and payable
176 on demand to the State by a bank savings institution or credit union insured
177 by the Federal Deposit Insurance Corporation (FDIC) or the National Credit
178 Union Administration (NCUA).

179
180 1. The bidder may use these instruments only to a maximum of
181 \$100,000.
182

183 2. If the required security or bond amount totals over \$100,000
184 more than one instrument not exceeding \$100,000 each and issued
185 by different financial institutions shall be acceptable.
186

187 Such bonds shall also by the terms inure to the benefit of any and all
188 persons entitled to file claims for labor done or material furnished in the work so as
189 to give them a right of action as contemplated by HRS Section 103D-324.
190

191 In as much as the contract to be executed is a price-term, open end, or
192 requirements contract under which the contract price, or total amount to be paid
193 the Contractor cannot be determined at the time the contract is executed, the
194 performance and payment bond amounts required for the work at each Area shall
195 be as follows:
196

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$353,000.00
B – Area 2	\$353,000.00
C – Area 3	\$353,000.00
D – Area 4	\$353,000.00

203
204
205 **103.06 Execution of the Contract.** The contract bond and HRS Chapter 104
206 - Compliance Certificate, similar to a copy of the same annexed hereto, shall be
207 executed by the successful bidder and returned within ten days after the award of
208 the contract or within such further time as the Director may allow after the bidder
209 has received the contract for execution.

210 The contract shall not bind the Department unless said parties execute the
211 contract and the Director of Finance endorses the bidder's certificate in
212 accordance with HRS Section 103-39.
213

214 **103.07 Failure to Execute Contract.** Failure to execute the contract and file
215 acceptable bonds shall be cause for the cancellation of the award in accordance
216 with Subsection 103.06 - Execution of the Contract. Also, the Contractor forfeits
217 the proposal guaranty which becomes the property of the Department. This is not
218 a penalty, but liquidated damages sustained by the State. The Department may
219 then make award to the next lowest responsible and responsive bidder or the
220 Department may readvertise and construct the work under contract.”
221

222 **END OF SECTION 103**

SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

(I) Amend **105.01 – Authority** to read as follows:

“105.01 Authority.

(A) Authority of the Engineer. The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

- (1) Interpretation of the contract documents.
- (2) Acceptability of the materials furnished and work performed.
- (3) Manner of performance and rate of progress of the work.
- (4) Acceptable fulfillment of the contract on the part of the Contractor.
- (5) Compensation under the contract.

The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.

The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing and shall become effective upon delivery to the Contractor.

(B) Authority of the Inspectors. Inspectors, as a representative of the Engineer or other agencies, will inspect the work done and materials furnished. Such inspection may extend to the preparation, fabrication or manufacture of the materials to be used. The Inspector does not have authority vested in the Engineer unless specifically delegated in writing. The Inspector may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as agent or representative of the Contractor.

Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the State's right to require work in strict conformity with the contract documents as a condition of final acceptance.

(C) Authority of the Consultant and Construction Management. The State may engage consultants and construction managements to perform

duties in connection with the work. Unless otherwise specified in writing to the Contractor, such retained consultants and construction managements shall have no greater authority than an Inspector.”

(II) Amend **Subsection 105.02 - Submittals** by revising the first paragraph from lines 52 to 61 to read as follows:

“105.02 Submittals. The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The Contractor shall review all submittals for correctness, conformance with the requirements of the contract documents and completeness before submitting them to the Engineer. The submittal shall indicate the contract items and specifications subsections for which the submittal is provided. The submittal shall be legible and clearly indicate what portion of the submittal is being submitted for review. The Contractor shall provide six copies of the required submissions at the earliest possible date.”

(III) Amend **Subsection 105.08 (A) - Furnishing Drawings and Special Provisions** to read as follows:

“(A) Furnishing Drawings and Special Provisions. The State will furnish the Contractor an electronic set of the special provisions and plans.” The Contractor shall have and maintain at least one set of plans and specifications on the work site, at all times.

(IV) Amend **Subsection 105.14(D) – No Designated Storage Area** from lines 421 to 432 to read as follows:

“(D) No Designated Storage Area. If no storage area is designated within the contract documents, materials and equipment may be stored anywhere within the State highway right-of-way, provided such storage and access to and from such site, within the sole discretion of the Engineer, does not create a public or traffic hazard or an impediment to the movement of traffic.”

(V) Amend **Subsection 105.16(B) – Substituting Subcontractors** from line 487 to line 494 to read:

“(B) Substituting Subcontractors. Under HRS Chapter 103D-302, the Contractor is required to list the names of persons or firms to be engaged by the Contractor as a subcontractor or joint contractor in the performance of the contract. No subcontractor may be added or deleted, unless authorized by the Engineer. Substitutions will be allowed only if the subcontractor:”

END OF SECTION 105

1 Make this section part of the standard specifications:
2

3 **“SECTION 110 – GUARDRAIL REPAIRS**
4

5 **110.01 Scope of Work.** The work shall consist of furnishing all labor, necessary
6 equipment, materials and traffic control, to repair guardrail on the Island of Oahu on an as
7 needed basis. The guardrail repair involves repairing the rails, posts, spacer blocks,
8 terminal sections (gating and non-gating systems), and impact attenuator systems. All work
9 shall be performed in a professional manner in accordance with current practices and this
10 document. All guardrail parts and debris shall be removed daily at all locations. See section
11 110.03 – Area of Coverage.
12

13 The Contractor shall work as directed by the Highways Division’s Oahu District
14 Maintenance Engineer. The Contractor, as per Section 110.04 Safety and Convenience,
15 shall provide traffic control and its cost shall be inclusive of guardrail work cost.
16

17 The Contractor shall have performed similar work for at least two years prior to
18 the bid date, Failure to meet this requirement shall be cause for disqualification.
19

20 **110.02 Contract Period and Option to Extend.** The period of the contract shall be
21 for 12 months commencing from the date indicated in the “Notice to Proceed” from the
22 Department. There is an option to extend for two additional 12 month periods, without re-
23 bidding, upon mutual agreement in writing prior to the contract expiration date, provided
24 the initial bid price remains the same. The maximum contract period is 36 months.
25

26 Failure by the Contractor to execute the amendment to extend the contract within
27 the number of days specified under Section 103.07 - Failure to Execute Contract may be
28 cause for cancellation of the written agreement to extend the contract and may be subject
29 to disqualification from bidding future projects for a two-year period in accordance with
30 Section 102.12 - Disqualification of Bidders.
31

32 **110.03 Area of Coverage.** The project requires the Contractor to repair guardrail at
33 various locations on the Island of Oahu. Work shall be grouped into four areas along with
34 the corresponding routes as shown on the attached map of the island of Oahu
35 (Figure 1). Note: There are numerous side streets with or without route numbers along
36 State highways where State Jurisdiction extends various distances into side streets.
37 The four areas are:
38

39 **(A) Area 1:**

- 40 Route 64, Sand Island Access Road and Sand Island Parkway
- 41 Nimitz Highway (92) to Sand Island Park Entrance
- 42 Route 78, Moanalua Freeway
- 43 Kamehameha Highway (99) On-Ramp to Moanalua Freeway to
- 44 Moanalua Freeway Overpass (Structure over H-1)
- 45 Route 92, Kam-Nimitz Highway
- 46 Main Gates at Pearl Harbor and Hickam AFB to Kalihi Stream Bridge
- 47 Route 92, Nimitz Highway
- 48 Kalihi Stream Bridge to Richards Street

49	Route 92, Ala Moana Boulevard
50	Richards Street to 135 feet South of Kalakaua Avenue
51	Route 99, Kamehameha Highway
52	Waiawa Interchange to Pearl Harbor Interchange
53	Route 99, Farrington Highway
54	Waiawa Interchange
55	Route 7239, Ulune Street and Halawa Valley Road
56	North East of Kahuapaani Street to Iwaiwa Street
57	Route 7241, Kahuapaani Street
58	Salt Lake Boulevard to Halawa Heights Road
59	Route 7241, Halawa Heights Road
60	Kikania Street to Fernridge Place
61	Route 7310, Puuloa Road
62	Kam-Nimitz Highway (92) to Mahiole Street
63	Route 7345, Jarrette White Road
64	Mahiole Street to Tripler Hospital Gate
65	Route 7350, Bougainville Drive
66	Radford Drive (7351) to Salt Lake Boulevard
67	Route 7351, Radford Drive
68	Kamehameha Highway (99) to Bougainville Drive (7350)
69	Route 7401, Kamehameha Highway
70	Middle Street to Kalihi Stream Bridge
71	Route 7413, Liliha Street
72	North King Street to School Street
73	Route 7415, Middle Street
74	Kamehameha Highway (99) to Mauka of H-1 Freeway
75	*Route H-1, Waiawa Interchange to Kahauiki Interchange
76	Pearl City/ Waipahu to Middle Street
77	Route H-3, Halawa Interchange to Halawa Portal of Harano Tunnel
78	Route H201, Moanalua Freeway
79	Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange
80	Ala Ike Street (Leeward Community College)
81	Kaua Street
82	Middle Street (7415) to Pineapple Place
83	Lagoon Drive
84	Nimitz Highway (92) to Koapaka Street
85	Moanalua Road (Waiau Interchange)
86	Ewa of Kaulike Drive to Kokohead of Hoomalu Street
87	North King Street
88	Middle Street (7415) to Ola Lane Overpass
89	Pacific Street
90	425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in Iwilei
91	Salt Lake Boulevard
92	Kahuapaani Street (7241) to Luapele Drive
93	Sumner Street
94	Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei
95	Waiawa Road (Near Leeward Community College)
96	Farrington Highway (99) to Ala Ike Street
97	
98	
99	

- (B) Area 2:**
- Route 76, Fort Weaver Road
 - Navy Reservation Gate to Interstate Route H-1
 - Route 93, Farrington Highway
 - Palailai Interchange to Kaena Point State Park
 - Route 93, Farrington Highway (Makakilo Interchange)
 - Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both sides of Intersection
 - Route 95, Kalaeloa Boulevard and Malakole Street
 - Palailai Interchange to Vicinity of Kaiholo Street
 - Route 750, Kunia Road
 - Interstate Route H-1 to Wilikina Drive (99)
 - Route 901, Fort Barrette Road
 - Barbers Point Naval Reservation to Makakilo Drive Overpass
 - Route 7101, Farrington Highway
 - Fort Weaver Road (76) to Waiawa Interchange
 - Route 7110, Farrington Highway
 - Fort Weaver Road (76) to Old Fort Weaver Road
 - Route 7141, Iroquois Road
 - Fort Weaver Road (76) to West Loch Ammunition Depot
 - Route 7142, Waipahu Street
 - Kamehameha Highway (99) to Makai End of H-1 Overpass
 - Route H-1, Kalaeloa Boulevard to Waiawa Interchange
- (C) Area 3:**
- Route 80, Kamehameha Highway
 - Wilikina Drive (99) to Kamananui Road (99)
 - Route 83, Joseph P. Leong Highway
 - Kamehameha Highway (99) to Kamehameha Highway (83)
 - Route 83, Kamehameha Highway
 - Kahalewai Place to Kahaluu Bridge
 - Route 83, Kahekili Highway
 - Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway (63)
 - Route 83, Likelike Highway
 - Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay Drive (65)
 - Route 83, Kamehameha Highway
 - Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)
 - Route 99, Kamehameha Highway
 - Weed Junction (Haleiwa) to Kamananui Road (99)
 - Route 99, Kamananui Road
 - Kamehameha Highway (99) to Wilikina Drive (99)
 - Route 99, Wilikina Drive
 - Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange
 - Route 930, Farrington Highway
 - Dillingham Airfield to Kaukonahua Road at Thompson Corner
 - Route 930, Kaukonahua Road
 - Kaukonahua Road at Thompson Corner to South of Paukauila Stream
 - Route 7012, Whitmore Avenue
 - Kamehameha Highway (80) to Helemano Naval Reservation
 - Route 7013, Meheula Parkway (Mililani Interchange)
 - Beginning of Northbound On-Ramp to End of Southbound Off-Ramp

151 Route 7160, Ka Uka Boulevard (Waipio Interchange)
 152 Moaniani Street to the beginning of Mililani Memorial Park Road
 153 Route H-2, Wahiawa Interchange to Waiawa Interchange
 154 Leilehua Golf Course Road (Leilehua Interchange)
 155 Kamehameha Highway (99) to Northbound Off-Ramp (H-2)
 156
 157
 158 **(D) Area 4:**
 159 Route 61, Pali Highway
 160 Vineyard Boulevard (98) to Castle Junction
 161 Route 61, Kalanianaʻole Highway
 162 Castle Junction to Waimanalo Junction
 163 Route 61, Kailua Road
 164 Waimanalo Junction to Kawainui Bridge
 165 Route 63, Kalihi Street
 166 Nimitz Highway (92) to School Street
 167 Route 63, Likelike Highway
 168 School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)
 169 Route 65, Kaneohe Bay Drive
 170 Kamehameha Highway (83) to Vicinity of Kaimalu Place
 171 Route 65, Kaneohe Bay Drive
 172 Malae Place to Kailua Interchange (H-3)
 173 Route 65, Mokapu Saddle Road
 174 Kaneohe Bay Drive (65) to Ilipilo Street
 175 Route 65, Mokapu Boulevard
 176 Ilipilo Street to North Kalaheo Avenue
 177 Route 72, Kalanianaʻole Highway
 178 Waimanalo Junction to Ainakoa Avenue
 179 Route 98, Vineyard Boulevard
 180 H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)
 181 Route 98, Halona Street
 182 Houghtailing Street to Palama Street
 183 Route 98, Olomea Street
 184 Houghtailing Street to Palama Street
 185 Route 7601, Old Waialae Road (Kapiolani Interchange)
 186 Kapiolani Boulevard to North King Street
 187 Route 7801, Waialae Avenue
 188 17th Avenue to Kilauea Avenue
 189 *Route H-1, Middle Street (7415) to Ainakoa Avenue
 190 Route H-3, Haiku Portal of Harano Tunnel to Kaneohe Marine Corp Base
 191 Bingham Street
 192 Punahou Street to Vicinity of Isenberg Street
 193 Funchal Street
 194 Pauoa Road to Pali Highway (61)
 195 Kapahulu Avenue
 196 Harding Avenue to Kapiolani Boulevard
 197 Keeaumoku Street
 198 Kinau Street to Kaihee Street
 199 Kokohead Avenue
 200 Harding Avenue to Pahoa Avenue
 201 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), 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 guardrail repairs 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.

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 guardrail repair is 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 guardrail repair, 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 guardrail 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.

110.07 Work Orders. Prepare a work order (Figure 2) for each guardrail repair or group of guardrail repairs in the same location. The work order shall also include the construction schedule, supervisory staff, equipment list, and material to be used. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the work order for approval to the 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 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 693 – TERMINAL IMPACT ATTENUATOR**

2
3 Make the following amendment to said Section:

4
5 **(I) Amend 693.04 – Measurement and 693.05 - Payment** to read as follows:

6
7 **“693.04 Measurement.** Replacement diaphragm assembly, fender panel
8 assembly, transition panel assembly and cartridge cells; replacement nose
9 assembly and cartridge cells; replacement monorail assembly and other
10 replacement unit parts will be paid per each in accordance with the contract
11 documents.

12
13 **693.05 Payment.** The Engineer will pay for the accepted terminal
14 impact attenuator spare parts at the contract unit price per each. Payment will be
15 full compensation for the work prescribed in this section and the contract
16 documents.

17
18 The Engineer will pay for the following pay items when included in the
19 proposal schedule:

20

Pay Item	Pay Unit
_____ Spare Parts _____	Each
_____ System _____	Each
_____ Cushion _____	Each”

21
22
23
24
25
26
27
28

29
30 **END OF SECTION 693**

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

PRE-BID MEETING ATTENDANCE AND MINUTES FOR

Project Title: Guardrail Repairs at Various Locations, Island of Oahu

Project No.: HWY-OM-2023-35

Date, Time & Place: October 14, 2022, at 10:00 a.m. Hawaii Standard Time (HST)
Pre-bid meeting was held virtually on Microsoft Teams.

Attendees:

Name	Organization/Company	Contact Information
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
Emmanuel Minde	Global Specialty Contractor's Inc.	eminde@globalspecialty.net 808-843-8881

Items of Discussion:

- A. Kaitlyn Slade (HDOT HWY-DD) called the meeting to order at 10:02 a.m. and noted the following:
1. Anything said at the meeting was for clarification only. The bid documents shall govern 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. The contract is separated into four areas and bidders may bid on any or all areas. To be considered, the bidder must submit a bid for all items within an area.
 4. 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.
 5. Review the requirements listed in Special Provision Section 102 to ensure proper submittal of a proposal. Use the forms that are posted in the HiePRO solicitation. If there are any addenda, ensure that the latest documents are being used.

6. This project requires a separate proposal guaranty for each area being bid on. The proposal guaranty amount is \$17,650 per area.
 7. If you plan to claim the apprenticeship preference, please identify on your Form 1 the areas you plan to claim the apprenticeship preference for.
- B. Bidders were invited to ask questions, but there were none.
- C. The following reminders were given:
1. All requests for information (RFI's) must be submitted in writing through HiePRO no less than 14 calendar days before bid opening. Bid opening is currently scheduled for Thursday, November 3, 2022, at 2:00 p.m., HST, so questions are due by Thursday, October 20, 2022, at 2:00 p.m. HST. Any questions received after the deadline will not be addressed and verbal RFIs will not receive a response.
- D. The meeting concluded at 10:06 a.m.