

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

**ADDENDUM NO. 1  
for  
INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE  
TREATMENTS AT VARIOUS LOCATIONS**

**FEDERAL-AID PROJECT NO. STP-0300(158)**

This Addendum shall make the following Amendments to the Bid Documents:

**A. SPECIFICATIONS**

1. Delete the TABLE OF CONTENTS dated 7/02/19 in its entirety and replace it with the attached TABLE OF CONTENTS dated r8/13/19.
2. Delete SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS dated 7/01/08 in its entirety and replace it with the attached SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS dated r8/08/19.
3. Delete SECTION 103 – AWARD AND EXECUTION OF CONTRACT dated 11/16/18 in its entirety and replace it with the attached SECTION 103 – AWARD AND EXECUTION OF CONTRACT dated r8/08/19.
4. Delete SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS dated 7/19/18 in its entirety and replace it with the attached SECTION 106 – MATERIAL RESTRICTIONS AND REQUIREMENTS dated r8/13/19.
5. Delete Page 108-1a of SECTION 108 – PROSECUTION AND PROGRESS dated 7/19/18 and replace it with the attached Page 108-1a of SECTION 108 – PROSECUTION AND PROGRESS dated r8/08/19.
6. Delete SECTION 110 – INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENT AT VARIOUS LOCATIONS dated 7/02/19 and replace it with the attached SECTION 110 – INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENT AT VARIOUS LOCATIONS dated r8/08/19.
7. Remove Section 408 – Crack Seal from the Special Provisions.

ADDENDUM NO. 1  
8/13/19

**B. PROPOSAL**

1. Delete PROPOSAL Pages P-3 and P-12 and replace them with the attached PROPOSAL Pages P-3 and P-12 dated r8.08.19.
2. Delete PROPOSAL SCHEDULE Pages P-14 through P-27 and replace them with the attached PROPOSAL SCHEDULE Pages P-14 through P-23 dated r8/13/2019.

**C. PRE-BID MEETING MINUTES**

1. Attached are the July 31, 2019 Pre-Bid Meeting Notes and Attendance Sheet for your information.


**D. CONTRACTOR RFI's**

1. Attached are responses to Contractor RFI's 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.



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 JADE T. BUTAY  
Director of Transportation

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

3 **"SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**  
4

5 **102.01 Prequalification of Bidders.** Prospective bidders shall be  
6 capable of performing the work for which they are bidding.  
7

8 In accordance with HRS Chapter 103D-310, the Department may require  
9 any prospective bidder to submit answers to questions contained in the  
10 'Standard Qualification Questionnaire For Prospective Bidders On Public Works  
11 Contracts' furnished by the Department, properly executed and notarized,  
12 setting forth a complete statement of the experience of such prospective bidder  
13 and its organization in performing similar work and a statement of the equipment  
14 proposed to be used, together with adequate proof of the availability of such  
15 equipment. Whenever it appears to the Department, from answers to the  
16 questionnaire or otherwise, that the prospective bidder is not fully qualified and  
17 able to perform the intended work, the Department will, after affording the  
18 prospective bidder an opportunity to be heard and if still of the opinion that the  
19 bidder is not fully qualified to perform the work, refuse to receive or consider any  
20 bid offered by the prospective bidder. All information contained in the answers  
21 to the questionnaire shall be kept confidential. Questionnaire so submitted  
22 shall be returned to the bidders after serving their purpose.  
23

24 No person, firm or corporation may bid where (1) the person, firm, or  
25 corporation, or (2) a corporation owned substantially by the person, firm, or  
26 corporation, or (3) a substantial stockholder or an officer of the corporation, or  
27 (4) a partner or substantial investor in the firm is in arrears in payments owed to  
28 the State or its political subdivisions or is in default as a surety or failure to do  
29 faithfully and diligently previous contracts with the State.  
30

31 **102.02 Contents of Proposal Forms.** The Department will furnish  
32 prospective bidders with proposal forms stating:  
33

- 34 (1) The location,  
35  
36 (2) Description of the proposed work,  
37  
38 (3) The approximate quantities,  
39  
40 (4) Items of work to be done or materials to be furnished,  
41  
42 (5) A schedule of items, and  
43  
44 (6) The time in which the work shall be completed.  
45

Papers bound with or attached to the proposal form are part of the proposal. The bidder shall not detach or alter the papers bound with or attached to the proposal when the bidder submits its proposal.

Also, the bidder shall consider other documents including the plans and specifications a part of the proposal form whether attached or not.

**102.03 Issuance of Proposal Forms.** The Department reserves the right to refuse to issue proposal forms to prospective bidders, which refusal may be based on the following:

- (1) Lack of competency or adequate machinery, plant, and other equipment (which determination may be based on the financial statement and experience questionnaires required under Subsection 102.01 - Prequalification of Bidders);
- (2) Uncompleted work that might hinder or prevent the prompt completion of additional work if awarded;
- (3) Failure to pay or settle bills due for labor and material on former contracts in force at the time of issuance of the project proposal forms;
- (4) Failure to comply with qualification regulations of the Department;
- (5) Default under previous contracts; or
- (6) Lack of responsibility and cooperation from past work.

**102.04 Estimated Quantities.** The quantities shown in the contract are approximate and are for the comparison of bids only. The actual quantity of work may not correspond with the quantities shown in the contract. The Department will make payment to the Contractor for unit price items in accordance with the contract for only the following:

- (1) Actual quantities of work done and accepted, not the estimated quantities; or
- (2) Actual quantities of materials furnished, not the estimated quantities.

The Department may increase, decrease, or omit each scheduled quantities of work to be done and materials to be furnished. When the Department increases or decreases the estimated quantity of a contract item by more than 15% the Department will make payment for such items in accordance with Subsection 104.06 - Method of Price Adjustment.

**102.05 Examination of Contract and Site of Work.** The bidder shall examine carefully the site of the proposed work and contract before submitting a proposal.

By the act of submitting a bid for the proposed contract, the bidder warrants that:

(1) The bidder and its Subcontractors have reviewed the contract documents and found them free from ambiguities and sufficient for the purpose intended;

(2) The bidder and its workers, employees and subcontractors have the skills and experience in the type of work required by the contract documents bid upon;

(3) Neither the bidder nor its employees, agents, suppliers or subcontractors have relied upon verbal representations from the Department, its employees or agents, including architects, engineers or consultants, in assembling the bid figure; and

(4) The bases for the bid figure are solely on the construction contract documents.

Also, the bidder warrants that the bidder has examined the site of the work. From its investigations, the bidder acknowledges satisfaction on:

(1) The nature and location of the work;

(2) The character, quality, and quantity of materials;

(3) The difficulties to be encountered; and

(4) The kind and amount of equipment and other facilities needed;

Subsurface information or hydrographic survey data furnished are for the bidders' convenience only. The data and information furnished are the product of the Department's interpretation gathered in investigations made at the specific locations. These conditions may not be typical of conditions at other locations within the project area or that such conditions remain unchanged. Also, conditions found at the time of the subsurface explorations may not be the same conditions when work starts. The bidder shall be solely responsible for assumptions, deductions, or conclusions the bidder may derive from the subsurface information or data furnished.

If the Engineer determines that the natural conditions differ from that originally anticipated or contemplated by the Contractor in the items of



excavation, the State may treat the difference in natural conditions, as falling within the meaning of Subsection 104.02 – Changes.

**102.06 Preparation of Proposal.** The submittal of its proposal shall be on forms furnished by the Department. The bidder shall specify in words or figures:

- (1) A unit price for each pay item with a quantity given;
- (2) The products of the respective unit prices and quantities
- (3) The lump sum amount; and
- (4) The total amount of the proposal obtained by adding the amounts of the several items.

The words and figures shall be in ink or typed. If a discrepancy occurs between the prices written in words and those written in figures, the prices written in words shall govern.

When an item in the proposal contains an option to be made, the bidder shall choose in accordance with the contract for that particular item. Determination of an option will not permit the Contractor to choose again.

The bidder shall sign the proposal properly in ink. A duly authorized representatives of the bidder or by an agent of the bidder legally qualified and acceptable to the Department shall sign, including one or more partners of the bidder and one or more representatives of each entity comprising a joint venture.

When an agent, other than the officer(s) of a corporation authorized to sign contracts for the corporation or a partner of a partnership, signs the proposals, a 'Power of Attorney' shall be on file with the Department or submitted with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

The bidder shall submit acceptable evidence of the authority of the partner, member(s) or officer(s) to sign for the partnership, joint venture, or corporation respectively with the proposal. Otherwise, the Department will reject the proposal as irregular and unauthorized.

**102.07 Irregular Proposals.** The Department may consider proposals irregular and may reject the proposals for the following reasons:

- (1) The proposal is a form not furnished by the Department, altered, or detached;

(2) The proposal contains unauthorized additions, conditions, or alternates. Also, the proposal contains irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous to its meaning;

(3) The bidder adds provisions reserving the right to accept or reject an award. Also, the bidder adds provisions into a contract before an award;

(4) The proposal does not contain a unit price for each pay item listed except authorized optional pay items; and

(5) Prices for some items are out of proportion to the prices for other items.

(6) If in the opinion of the Director, the bidder and its listed subcontractors do not have the Contactor's licenses or combination of Contractor's licenses necessary to complete the work.

Where the prospective bidder is bidding on multiple projects simultaneously and the proposal limits the maximum gross amount of awards that the bidder can accept at one bid letting, the proposal is not irregular if the limit on the gross amount of awards is clear and the Department selects the awards that can be given.

**102.08 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 shall be in the following amounts.

<u>Proposal</u>	<u>Security Amount</u>
A – Area 1	\$187,500.00
B – Area 2	\$187,500.00
C – Area 3	\$187,500.00
D – Area 4	\$187,500.00

The Department will not consider a proposal of \$25,000 or more unless accompanied by:

(1) A deposit of legal tender; or

(2) A valid surety bid bond, underwritten by a company licensed to issue bonds in the State of Hawaii, in the form and composed, substantially, with the same language as provided herewith and signed by both parties; or

(3) A certificate of deposit, share certificate, cashier's check, treasurer's check, teller's check, or official 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).

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

(b) If the required security or bond amount totals over \$100,000 more than one instrument not exceeding \$100,000 each and issued by different financial institutions shall be acceptable.

(c) The instrument shall be made payable at sight to the Department.

The above shall be in the amount of \$187,500 for each Area.

**102.09 Delivery of Proposal.** The Bidder shall submit the proposal in a sealed envelope, bearing on the outside the identity of the project and the its name and address. The Department will reject and return a proposal unopened if received after the time set for the opening of bids.

**102.10 Withdrawal or Revision of Proposals.** A bidder may withdraw or revise a proposal after the bidder deposits the proposal with the Department, provided the Department receives such withdrawal or revision request in writing before the time set for the opening of bids.

**102.11 Public Opening of Proposals.** The Department will open and read the proposals publicly at the time and place shown in the Notice to Bidders. Invited are bidders, their authorized agents, and other interested parties to be present.

**102.12 Disqualification of Bidders.** The Department may disqualify a bidder and reject its proposal for the following reasons:

(1) Submittal of more than one proposal whether under the same or different name.

(2) Evidence of collusion among bidders. The Department will not recognize participants in collusion as bidders for any future work of the Department until such participants are reinstated as qualified bidders.

(3) Lack of proposal guaranty.

(4) Submittal of an unsigned or improperly signed proposal.

(5) Submittal of a proposal without a listing of subcontractors or containing only a partial or incomplete listing of subcontractors.

(6) Submittal of an irregular proposal in accordance with Subsection 102.07 - Irregular Proposals.

(7) Evidence of assistance from a person who has been an employee of the agency within the preceding two years and who participated while in State office or employment in the matter with which the contract is directly concerned, pursuant to HRS Chapter 84-15.

(8) Suspended or debarred in accordance with HRS Chapter 104-25.

(9) Failure to complete the prequalification questionnaire.

(10) Failure to attend the mandatory pre-bid meeting, if applicable.

**102.13 Material Guaranty.** The successful bidder may be required to furnish a statement of the composition, origin, manufacture of materials, and samples.

**102.14 Substitution of Materials and Equipment Before Bid Opening.** See Subsection 106.13 for Substitution Of Materials and Equipment After Bid Opening.

**(A) General.** When brand names of materials or equipment are specified in the contract documents, they are to indicate a quality, style, appearance, or performance and not to limit competition. The bidder shall base its bid on one of the specified brand names unless alternate brands are qualified as equal or better in an addendum. Qualification of such proposed alternate brands shall be submitted in writing and addressed to the Contracts Officer. The face of the envelope containing the request must be clearly marked 'SUBSTITUTION REQUEST'. The request may be hand-carried or mailed to the DOT Contracts Office, Room 105, 869 Punchbowl Street, Honolulu, Hawaii 96813. In either case, the written request must be received by the DOT Contracts Office no later than 14 calendar days before the bid opening date, not including the bid opening date. The written request will be time stamped by the DOT Contracts Office. For the purpose of this section, the time designated by the time stamping device in the DOT Contracts Office shall be official. If the written request is hand-carried, the bearer is responsible to ensure that the request is time stamped by the DOT Contracts Office.

Submit 5 sets of the written request, technical brochures, and a statement of variances.

325  
326 An addendum will be issued to inform all prospective bidders of any  
327 accepted substitution in accordance with Subsection 102.17 – Addenda .  
328

329 **(B) Statement of Variances.** The statement of variances must list  
330 all features of the proposed substitution that differ from the contract  
331 documents and must further certify that the substitution has no other  
332 variant features. The brochure and information submitted shall be  
333 clearly marked showing make, model, size, options, and any other  
334 features requested by the Engineer and must include sufficient evidence  
335 to evaluate each feature listed as a variance. A request will be denied if  
336 submitted without sufficient evidence. If after installing the substituted  
337 product, an unlisted variance is discovered, the Contractor shall  
338 immediately replace the product with a specified product at no increase in  
339 contract price and contract time.  
340

341 **(C) Substitution Denial.** Any substitution request not complying  
342 with the above requirements will be denied.  
343

344 **102.15 Preferences.** Preferences shall not apply to this project.  
345

346 **102.16 Certification for Safety and Health Program for Bids in excess**  
347 **of \$100,000.** In accordance with HRS Chapter 396-18, the bidder or offeror,  
348 by signing and submitting this proposal, certifies that a written safety and health  
349 plan for this project will be available and implemented by the notice to proceed  
350 date for this project. Details of the requirements of this plan may be obtained  
351 from the State Department of Labor and Industrial Relations, Occupational  
352 Safety and Health Division (HIOSH).  
353

354 **102.17 Addenda.** Addenda issued shall become part of the contract  
355 documents. Addenda to the bid documents will be provided to all prospective  
356 bidders at the respective offices furnished for such purposes. Each addendum  
357 shall be an addition to the contract documents. The terms and requirements of  
358 the bid documents (i.e. drawings, specifications and other bid and contract  
359 documents) cannot be changed prior to the bid opening except by a duly issued  
360 addendum.”  
361  
362  
363  
364  
365  
366

**END OF SECTION 102**

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

3 **"SECTION 103 - AWARD AND EXECUTION OF CONTRACT**  
4

5 **103.01 Consideration of Proposals.** The Department will compare the  
6 proposals in terms of the summation of the products of the approximate  
7 quantities and the unit bid prices after the Contracts Officer opens and reads the  
8 proposals. The Department will make the results immediately available to the  
9 public. If a discrepancy occurs between the unit bid price and the bid price,  
10 the unit bid price shall govern.  
11

12 The "Buy America" provisions in the Surface Transportation Assistance  
13 Act of 1982 is applicable to Federal-aid projects. Bidders may submit a bid  
14 based upon the furnishing and use of domestic steel or foreign steel.  
15 Manufacturing processes for domestic steel shall occur in the United States.  
16

17 The Department will consider the bid based on furnishing domestic steel.  
18

19 The Department reserves the right to reject proposals, waive  
20 technicalities or advertise for new proposals, if the rejection, waiver, or new  
21 advertisement favors the Department.  
22

23 **103.02 Award of Contract.** The award of contract, if it be awarded, will  
24 be made within 60 calendar days after the opening of bids, to the lowest  
25 responsible bidder whose proposal complies with all the requirements. The  
26 successful bidder will be notified by letter mailed to the address shown in its  
27 proposal, that its proposal has been accepted, and that it has been awarded  
28 the contract.  
29

30 **(1) Requirement for Award.** To be eligible for award, the  
31 apparent low bidder will be contacted to submit copies of the  
32 documents listed below to demonstrate compliance with HRS  
33 Section 103D-310(c). The documents should be submitted to the  
34 Department as soon as possible. If a valid certificate/clearance is  
35 not submitted on a timely basis for award of a contract, a bidder  
36 otherwise responsive and responsible may not receive the award.  
37 See also Subsection 108.03 – Preconstruction Data Submittal.  
38

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

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

http://www.hawaii.gov/tax/

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:

[www.hawaii.gov/labor](http://www.hawaii.gov/labor)

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:

[www.hawaii.gov/dcca/](http://www.hawaii.gov/dcca/)

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.

**(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/splash/welcome.html>

This contract to be awarded is considered a requirement contract, as the pavement preservation strategies and surface treatment installation 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.

**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 bonds shall be of an amount equal to 100 percent of the amount of the contract price and include 5 percent of the contract amount estimated to be required for extra work.

The contract bond required 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.

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.

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

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

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:

197	<u>Proposal</u>	<u>Security Amount</u>
198		
199	A – Area 1	\$3,750,000.00
200	B – Area 2	\$3,750,000.00
201	C – Area 3	\$3,750,000.00
202	D – Area 4	\$3,750,000.00

203

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

209

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

222

223

224

**END OF SECTION 103**

225



1 Make this section part of the standard specifications:  
2

3 **"SECTION 110 – INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES**  
4 **AND SURFACE TREATMENTS AT VARIOUS LOCATIONS**  
5

6 **110.01 Scope of Work.** The work shall consist of furnishing all labor, necessary  
7 equipment, materials and traffic control, to repair pavement at various locations as  
8 requested. All work shall be performed within the existing pavement structure. All work  
9 shall be performed in a professional manner in accordance with current practices and this  
10 document. All asphalt and asphalt concrete base debris shall be removed daily at all  
11 locations. See Subsection 110.03 – Area of Coverage.  
12

13 The Contractor shall work as directed by the Engineer or by the Highways  
14 Division's Oahu District Engineer.  
15

16 The Department agrees to provide at least two weeks of pavement repair work for  
17 each request.  
18

19 The Contractor shall possess an "A" General Engineering Contractor's license, or  
20 "C-3" Asphalt Paving and Surfacing Contractor's license, or "C-3a" Asphalt Concrete  
21 Patching, Sealing, and Striping Contractor's license for the full term of the contract, and  
22 shall have possessed the license prior to the award of the contract. Failure to meet this  
23 requirement shall be cause for disqualification.  
24

25 Pavement repair shall consist of one of the following:  
26

27 **1. 2" Asphalt Pavement Overlay.** Resurface pavement with new 2 inches  
28 Hot Mix Asphalt (HMA) Pavement, Mix No. IV.  
29

30 **2. 2" Cold Planing and Resurfacing with Asphalt Pavement.** Cold-plane  
31 damaged or deteriorated pavement areas at a depth of two (2) inches and  
32 resurface with new 2 inches HMA Pavement, Mix No. IV or Stone Matrix Asphalt  
33 (SMA) Pavement or Polymer Modified Asphalt (PMA). The minimum width of the  
34 cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in  
35 the reconstructed area. The new resurfaced finish grade shall be the existing road  
36 grade. Pavement surface that varies more than 3/16 inch from testing edge of  
37 straightedge between two contacts exceeds surface tolerance.  
38

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

42 **3. 3" Cold Planing and Resurfacing with Asphalt Pavement.** Cold-plane  
43 damaged or deteriorated pavement areas at a depth of three (3) inches and  
44 resurface with new 3 inches HMA Pavement, Mix No. IV or SMA Pavement. The  
45 minimum width of the cold planed area shall be nine (9) feet wide to include both  
46 vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade  
47 shall be the existing road grade. Pavement surface that varies more than 3/16

inch from testing edge of straightedge between two contacts exceeds surface tolerance.

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

**4. 4" Cold Planing and Resurfacing with Asphalt Pavement.** Cold-plane damaged or deteriorated pavement areas at a depth of four (4) inches and resurface with new 4 inches HMA Pavement, Mix No. IV or SMA Pavement. The minimum width of the cold planed area shall be nine (9) feet wide to include both vehicle wheel ruts in the reconstructed area. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

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

**5. Reconstruction of Weakened Pavement Areas.** Excavate to the depth shown in the appropriate Typical Reconstruction Section (Figures 1 to 3), backfill the excavated weakened pavement areas with Hot Mix Asphalt Base Course, and resurface with HMA Pavement, Mix No. IV. The new resurfaced finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

Prior to placement of the asphalt base course, the exposed subbase or subgrade shall be recompact to a dense and unyielding condition.

The Contractor may elect to reconstruct the entire depth of the pavement reconstruction with HMA base course in preparation of cold planing as a separate operation, but the State will not pay for the extra HMA base course and excavation.

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

**6. Scarify Existing Pavement.** Scarify pavement as directed. The intention of this work is to enhance skid resistance on the highway. Scarifying shall be parallel to the direction of traffic flow, shall be accomplished with a cold planer, and at an amplitude not to exceed one-quarter inch (1/4") or as directed by the Engineer. The pavement shall be scarified as a width of 10 feet or as directed by the Engineer on the travel way only, and all existing pavement markings shall be preserved (in other words, scarify between the yellow and white stripes only). A seal coat of emulsified asphalt, diluted with water at a ratio of 1:1, shall be applied to the scarified areas.

7. **Cut Cores in Existing Pavement.** Cut four-inch (4") diameter sample cores to the full depth of the existing pavement. The intention of this work is to determine the condition of the underlying pavement structure and base. The number of cores and the location of the sampling shall be as directed. The core holes shall be filled with hot mix AC of the type used in the paving of the section being repaired.

8. **Leveling of Existing Pavement.** Install HMA Concrete Pavement to level dips, sags, and depressions as directed by the Engineer. The new leveled surface finish grade shall be the existing road grade. Pavement surface that varies more than 3/16 inch from testing edge of straightedge between two contacts exceeds surface tolerance.

9. **Slurry Seal.** See Section 404 – Slurry Seal.

10. **Crack Seal.** See Section 408 – Crack Seal.

If the existing pavement marking is required to be removed during pavement repair or other work done under this contract, the Contractor shall install temporary pavement markings. This work shall be considered incidental to the appropriate pavement repairs.

**110.02 Contract Period and Option to Extend.** The period of the contract shall be for 12 months commencing from the Start Work Date indicated 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 two-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 4). 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

143 Route 92, Ala Moana Boulevard  
 144 Richards Street to 135 feet South of Kalakaua Avenue  
 145 Route 99, Kamehameha Highway (Keehi Interchange)  
 146 Middle Street (7415) to Kalihi Stream Bridge  
 147 Route 99, Kamehameha Highway  
 148 Waiawa Interchange to Pearl Harbor Interchange  
 149 Route 7239, Ulune Extension/ Halawa Valley Road  
 150 North East of Kahuapaani Street to Iwaiwa Street  
 151 Route 7241, Kahuapaani Street  
 152 Salt Lake Boulevard to Halawa Heights Road  
 153 Route 7241, Halawa Heights Road  
 154 Kikania Street to Fernridge Place  
 155 Route 7310, Puuloa Road  
 156 Nimitz Highway (92) to Mahiole Street  
 157 Route 7345, Jarrette White Road  
 158 Mahiole Street to Tripler Hospital Gate  
 159 Route 7350, Bougainville Drive  
 160 Radford Drive (7351) to Vicinity of Radford High School  
 161 Route 7351, Radford Drive  
 162 Kamehameha Highway (99) to Bougainville Drive (7350)  
 163 Route 7413, Liliha Street  
 164 North King Street to School Street  
 165 Route 7415, Middle Street  
 166 Kamehameha Highway (99) to Mauka of H-1 Freeway  
 167 \*Route H-1, Waiawa Interchange to Kahauiki Interchange  
 168 Pearl City/ Waipahu to Middle Street  
 169 Route H-3, Halawa Interchange to Halawa Portal of Harano Tunnels  
 170 Route H201, Moanalua Freeway  
 171 Moanalua Freeway Overpass (Structure over H-1) to Kahauiki Interchange  
 172 Ala Ike Street (Leeward Community College)  
 173 Kaua Street  
 174 Middle Street (7415) to Pineapple Place  
 175 Lagoon Drive  
 176 Nimitz Highway (92) to Koapaka Street  
 177 Moanalua Road (Waiau Interchange)  
 178 Ewa of Kaulike Drive to Kokohead of Hoomalu Street  
 179 North King Street  
 180 Middle Street (7415) to Ola Lane Overpass  
 181 Pacific Street  
 182 425 feet West of Nimitz Highway Outbound Centerline and Inbound lanes in Iwilei  
 183 Salt Lake Boulevard  
 184 Kahuapaani Street (7241) to Luapele Drive  
 185 Sumner Street  
 186 Between Nimitz Highway (92) Outbound and Inbound lanes in Iwilei  
 187 Waiawa Road (Near Leeward Community College)  
 188 Farrington Highway (99) to Ala Ike Street  
 189  
 190 **(B) Area 2:**  
 191 Route 76, Fort Weaver Road  
 192 Navy Reservation Gate to Interstate Route H-1  
 193 Route 93, Farrington Highway

194 Palailai Interchange to Kaena Point State Park  
 195 Route 93, Farrington Highway (Makakilo Interchange)  
 196 Intersection of Fort Barrette Road (901) and Makakilo Drive, 500 feet on both sides of  
 197 intersection  
 198 Route 99, Farrington Highway  
 199 Waiawa Interchange  
 200 Route 750, Kunia Road  
 201 Interstate Route H-1 to Wilikina Drive (99)  
 202 Route 901, Fort Barrette Road  
 203 Barbers Point Naval Reservation to Makakilo Drive Overpass  
 204 Route 7101, Farrington Highway  
 205 Fort Weaver Road (76) to Waiawa Interchange  
 206 Route 7110, Farrington Highway  
 207 Fort Weaver Road (76) to Old Fort Weaver Road  
 208 Route 7141, Iroquois Road  
 209 Fort Weaver Road (76) to West Loch Ammunition Depot  
 210 Route 7142, Waipahu Street  
 211 Kamehameha Highway (99) to Makai End of H-1 Overpass  
 212 Route H-1, Kalaeloa Boulevard to Waiawa Interchange  
 213

214 **(C) Area 3:**

215 Route 80, Kamehameha Highway  
 216 Wilikina Drive (99) to Kamananui Road (99)  
 217 Route 83, Joseph P. Leong Highway  
 218 Kamehameha Highway (99) to Kamehameha Highway (83)  
 219 Route 83, Kamehameha Highway  
 220 Kahalewai Place to Kahaluu Bridge  
 221 Route 83, Kahekili Highway  
 222 Kahaluu Bridge to Intersection of Kahekili Highway (83) and Likelike Highway (63)  
 223 Route 83, Likelike Highway  
 224 Intersection of Likelike Hwy (63) and Kamehameha Hwy (83) to Kaneohe Bay Drive (65)  
 225 Route 83, Kamehameha Highway  
 226 Intersection of Likelike Hwy (63) & Kaneohe Bay Drive (65) to Pali Hwy (61)  
 227 Route 99, Kamehameha Highway  
 228 Weed Junction (Haleiwa) to Kamananui Road (99)  
 229 Route 99, Kamananui Road  
 230 Kamehameha Highway (99) to Wilikina Drive (99)  
 231 Route 99, Wilikina Drive  
 232 Kamananui Road (99) to Kamehameha Hwy (99) at Wahiawa Interchange  
 233 Route 930, Farrington Highway  
 234 Dillingham Airfield to Kaukonahua Road at Thompson Corner  
 235 Route 930, Kaukonahua Road  
 236 Kaukonahua Road at Thompson Corner to South of Paukauila Stream  
 237 Route 7012, Whitmore Avenue  
 238 Kamehameha Highway (99) to Helemano Naval Reservation  
 239 Route 7013, Meheula Parkway (Mililani Interchange)  
 240 Beginning of Northbound On-Ramp to End of Southbound Off-Ramp  
 241 Route 7160, Ka Uka Boulevard (Waipio Interchange)  
 242 Moaniani Street to the beginning of Mililani Memorial Park Road  
 243 Route H-2, Wahiawa Interchange to Waiawa Interchange  
 244 Leilehua Golf Course Road (Leilehua Interchange)



Kamehameha Highway (99) to Northbound Off-Ramp (H-2)

**(D) Area 4:**

Route 61, Pali Highway  
Vineyard Boulevard (98) to Castle Junction  
Route 61, Kalanianaʻole Highway  
Castle Junction to Waimanalo Junction  
Route 61, Kailua Road  
Waimanalo Junction to Kawainui Bridge  
Route 63, Kalihi Street  
Nimitz Highway (92) to School Street  
Route 63, Likelike Highway  
School Street to Intersection of Kahekili Hwy (83) & Likelike Hwy (83)  
Route 65, Kaneohe Bay Drive  
Kamehameha Highway (83) to Vicinity of Kaimalu Place  
Route 65, Kaneohe Bay Drive  
Malae Place to Kailua Interchange (H-3)  
Route 65, Mokapu Saddle Road  
Kaneohe Bay Drive (65) to Ilipilio Street  
Route 65, Mokapu Boulevard  
Ilipilio Street to North Kalaheo Avenue  
Route 72, Kalanianaʻole Highway  
Waimanalo Junction to Ainakoa Avenue  
Route 98, Vineyard Boulevard  
H-1 Off-Ramp & Olomea Street to H-1 On-Ramp (Pedestrian Overpass)  
Route 98, Halona Street  
Houghtailing Street to Palama Street  
Route 98, Olomea Street  
Houghtailing Street to Palama Street  
Route 7601, Old Waialae Road (Kapiolani Interchange)  
Kapiolani Boulevard to North King Street  
Route 7801, Waialae Avenue  
17<sup>th</sup> 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)  
Kapihulu Avenue  
Harding Avenue to Kapiolani Boulevard  
Keeaumoku Street  
Kinau Street to Kaihee Street  
Kokohead Avenue  
Harding Avenue to Pahoa 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  
Waiālae 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 sign replacement proposal price. See Section 645 – Work Zone Traffic Control.

Do not close traffic lanes or slow down traffic during the following peak hours (unless otherwise approved by the engineer):

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 are daily except Saturdays, Sundays and holidays.

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.

Night work is required for Interstate Route H-1 (from Palailai Interchange to Ainakoa Avenue). Areas 1 and 4 are affected. A noise variance permit is required.

The Contractor must notify all private property owners in the vicinity where pavement 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 pavement 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.

**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 or as directed by the Engineer. 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.** The Engineer or his representative shall prepare a work order (Figure 5) for each pavement repair or group of pavement repairs in the same location. Within 48 hours of receiving a work order, the Contractor shall submit a proposed work schedule that demonstrates that work will begin within 2 weeks and be completed by the date indicated on the work order. At certain work sites, erosion control plans or BMP plans will be requested by the Engineer. Submit the signed work order, proposed schedule and BMP plans for approval to the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819. Work shall not be performed unless the Contractor receives an approval from the Engineer. The Engineer or his representative shall authorize any increases in the total price.

**110.08 Basis of Payment.** Pavement repairs will be made through purchase orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the pavement repairs.

The Contractor shall submit monthly invoices to the Oahu District Office, 727 Kakoi Street, Honolulu, Hawaii 96819, if services are rendered. (See Subsection 109.08 - Progress Payments).

The contract unit prices shall be full compensation for furnishing all labor, materials (as listed in Section 104 SCOPE OF WORK), tools, equipment, trucks, traffic control, applicable taxes and incidentals to complete the work."

## **END OF SECTION 110**

3. That the Department does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Director of Transportation, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached proposal schedule except as provided for in the specifications.
4. In case of a discrepancy between unit prices and the totals in said Proposal Schedule, the unit prices shall prevail.
5. Unless amended by Special Provision, 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, and/or the General Provisions for Construction Projects for AIR and WATER Transportation Facilities Division dated 2016, as applicable, the Notice to Bidders, Special Provisions, Proposal, Contract, Bond Forms, and Project Plans.

In accordance with Section 103D-323, Hawaii Revised Statutes, this proposal is accompanied with a bid security in the amount of \$187,500 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.)

**AREA 4**  
**JOINT CONTRACTOR, SUPPLIER AND**  
**MANUFACTURER LISTING**  
 (Attach additional sheets if necessary.)

NAME OF FIRM	NATURE OF WORK	DBE (Y/N)
<b>JOINT CONTRACTOR:</b>		
1. _____	_____	_____
1a1. _____	_____	_____
<b>SUPPLIER:</b>		
1. _____	_____	_____
1a. _____	_____	_____
2. _____	_____	_____
2a. _____	_____	_____
<b>MANUFACTURER:</b>		
1. _____	_____	_____
1a. _____	_____	_____
2. _____	_____	_____
2a. _____	_____	_____

**NOTE:**

Firms claiming DBE Status must be certified with HDOT prior to the bid opening date. Prime Bidder must reasonably assure itself that the listed firms claiming DBE status are certified with HDOT as of the bid opening date.

The Name of Firm and Nature of Work shall be indicated for all firms.

<sup>1</sup> Second tier subcontractors

# PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.		\$ 600,000.00
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	\$	\$
401.0300	2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	\$	\$
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	\$	\$
401.0700	2 Inch PMA Pavement	30,000	SY	\$	\$
401.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 335,000.00
401.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 200,000.00
401.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 27,000.00
401.0800	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 5,000.00
404.0100	Slurry Seal	40,000	SY	\$	\$
406.0420	2 Inch SMA Pavement	30,000	SY	\$	\$
406.0510	3 Inch SMA Pavement	30,000	SY	\$	\$
406.0610	4 Inch SMA Pavement	10,000	SY	\$	\$
406.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 600,000.00
406.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 360,000.00

# PROPOSAL SCHEDULE - AREA 1

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
406.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 72,000.00
414.0110	Reconstruction of Weakened Pavement Areas, 6 Inch	10,000	SY	\$	\$
414.0111	Reconstruction of Weakened Pavement Areas, 8 Inch	10,000	SY	\$	\$
414.0112	Reconstruction of Weakened Pavement Areas, 12 Inch	10,000	SY	\$	\$
416.0150	Scarify Existing Pavement	30,000	SY	\$	\$
417.1000	Cut Cores in Existing Pavement	5	Each	\$	\$
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	\$	\$
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	\$ 15,000.00
623.0100	Loop Detector Sensing Unit (6 Ft. x 6 Ft. Square or 6 Ft. Diameter)	20	Each	\$	\$
623.0300	Approach-Only Microwave Vehicle Detector	5	Each	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day)	50	Each	\$	\$
645.0200	Traffic Control (Flagging Operation, per day)	50	Each	\$	\$
645.0300	Traffic Control (Single-Lane Closure, per day)	50	Each	\$	\$
645.1000	Electronic Message Board (per day)	2	Each	\$	\$
a. Sum of All Items - Area 1 .....					

NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bids.

## PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.	F.A.	\$ 600,000.00
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	\$	\$
401.0300	2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	\$	\$
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	\$	\$
401.0700	2 Inch PMA Pavement	30,000	SY	\$	\$
401.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 335,000.00
401.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 200,000.00
401.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 27,000.00
401.0800	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 5,000.00
404.0100	Slurry Seal	40,000	SY	\$	\$
406.0420	2 Inch SMA Pavement	30,000	SY	\$	\$
406.0510	3 Inch SMA Pavement	30,000	SY	\$	\$
406.0610	4 Inch SMA Pavement	10,000	SY	\$	\$
406.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 600,000.00
406.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 360,000.00



## PROPOSAL SCHEDULE - AREA 2

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
406.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 72,000.00
414.0110	Reconstruction of Weakened Pavement Areas, 6 Inch	10,000	SY	\$	\$
414.0111	Reconstruction of Weakened Pavement Areas, 8 Inch	10,000	SY	\$	\$
414.0112	Reconstruction of Weakened Pavement Areas, 12 Inch	10,000	SY	\$	\$
416.0150	Scarify Existing Pavement	30,000	SY	\$	\$
417.1000	Cut Cores in Existing Pavement	5	Each	\$	\$
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	\$	\$
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	\$ 15,000.00
623.0100	Loop Detector Sensing Unit (6 Ft. x 6 Ft. Square or 6 Ft. Diameter)	20	Each	\$	\$
623.0300	Approach-Only Microwave Vehicle Detector	5	Each	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day)	50	Each	\$	\$
645.0200	Traffic Control (Flagging Operation, per day)	50	Each	\$	\$
645.0300	Traffic Control (Single-Lane Closure, per day)	50	Each	\$	\$
645.1000	Electronic Message Board (per day)	2	Each	\$	\$
a. Sum of All Items - Area 2 .....					

NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bids.

## PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.	F.A.	\$ 600,000.00
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	\$	\$
401.0300	2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	\$	\$
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	\$	\$
401.0700	2 Inch PMA Pavement	30,000	SY	\$	\$
401.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 335,000.00
401.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 200,000.00
401.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 27,000.00
401.0800	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 5,000.00
404.0100	Slurry Seal	40,000	SY	\$	\$
406.0420	2 Inch SMA Pavement	30,000	SY	\$	\$
406.0510	3 Inch SMA Pavement	30,000	SY	\$	\$
406.0610	4 Inch SMA Pavement	10,000	SY	\$	\$
406.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 600,000.00
406.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 360,000.00

## PROPOSAL SCHEDULE - AREA 3

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
406.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 72,000.00
414.0110	Reconstruction of Weakened Pavement Areas, 6 Inch	10,000	SY	\$	\$
414.0111	Reconstruction of Weakened Pavement Areas, 8 Inch	10,000	SY	\$	\$
414.0112	Reconstruction of Weakened Pavement Areas, 12 Inch	10,000	SY	\$	\$
416.0150	Scarify Existing Pavement	30,000	SY	\$	\$
417.1000	Cut Cores in Existing Pavement	5	Each	\$	\$
604.0100	Adjusting Manhole Cast Iron Frame and Cover	20	Each	\$	\$
621.0100	Vehicular Counting and Classification System Sensor Replacement	F.A.	F.A.	F.A.	\$ 15,000.00
623.0100	Loop Detector Sensing Unit (6 Ft. x 6 Ft. Square or 6 Ft. Diameter)	20	Each	\$	\$
623.0300	Approach-Only Microwave Vehicle Detector	5	Each	\$	\$
645.0100	Traffic Control (Shoulder Closure, per day)	50	Each	\$	\$
645.0200	Traffic Control (Flagging Operation, per day)	50	Each	\$	\$
645.0300	Traffic Control (Single-Lane Closure, per day)	50	Each	\$	\$
645.1000	Electronic Message Board (per day)	2	Each	\$	\$
a. Sum of All Items - Area 3 .....					

**NOTE:** Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bids.

## PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	F.A.	F.A.	F.A.	\$ 600,000.00
401.0100	HMA Pavement, Mix No. V Leveling	500	Ton	\$	\$
401.0300	2 Inch HMA Pavement Overlay, Mix No. IV	3,600	Ton	\$	\$
401.0420	2 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0510	3 Inch HMA Pavement, Mix No. IV	30,000	SY	\$	\$
401.0610	4 Inch HMA Pavement, Mix No. IV	10,000	SY	\$	\$
401.0700	2 Inch PMA Pavement	30,000	SY	\$	\$
401.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 335,000.00
401.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 200,000.00
401.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 27,000.00
401.0800	Overtime Labor Premium	F.A.	F.A.	F.A.	\$ 5,000.00
404.0100	Slurry Seal	40,000	SY	\$	\$
406.0420	2 Inch SMA Pavement	30,000	SY	\$	\$
406.0510	3 Inch SMA Pavement	30,000	SY	\$	\$
406.0610	4 Inch SMA Pavement	10,000	SY	\$	\$
406.0710	Third-Party Profile Testing and Equipment	Allow	Allow	Allow	\$ 600,000.00
406.0720	Third-Party Dispute Resolution Profile Testing	Allow	Allow	Allow	\$ 360,000.00

## PROPOSAL SCHEDULE - AREA 4

ITEM NO.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
406.0730	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ 72,000.00
414.0110	Reconstruction of Weakened Pavement Areas, 6 Inch	10,000	SY	\$	\$
414.0111	Reconstruction of Weakened Pavement Areas, 8 Inch	10,000	SY	\$	\$
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645.0100	Traffic Control (Shoulder Closure, per day)	50	Each	\$	\$
645.0200	Traffic Control (Flagging Operation, per day)	50	Each	\$	\$
645.0300	Traffic Control (Single-Lane Closure, per day)	50	Each	\$	\$
645.1000	Electronic Message Board (per day)	2	Each	\$	\$
a. Sum of All Items - Area 4 .....					

NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bids.

# **PROPOSAL SCHEDULE - SUMMARY**

	ITEM DESCRIPTION				AMOUNT
	TOTAL OF ALL ITEMS - AREA 1				\$ _____
	TOTAL OF ALL ITEMS - AREA 2				\$ _____
	TOTAL OF ALL ITEMS - AREA 3				\$ _____
	TOTAL OF ALL ITEMS - AREA 4				\$ _____

## PROPOSAL SCHEDULE

If the bid price for any proposal item having a maximum allowable bid indicated therefore in any of the contract documents is in excess of such a maximum amount, the bid price for such proposal item shall be adjusted to reflect the limitation thereon. The comparison of bids to determine the successful bidder and the amount of contract to be awarded shall be determined after such adjustments are made, and such adjustments shall be binding upon the bidder.

The "TOTAL OF ALL ITEMS" will be used to determine the lowest responsible bidder per area.

### 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. Separate contracts will be awarded for each area. If a bidder is determined the lowest bidder for multiple areas, one combined contract will be awarded.
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. The sum of all work and materials required to perform the required repairs are issued on a "single work order." A single work order shall be a work order submitted by the Engineer for work that can be performed by the Contractor without relocating a distance of more than 1 mile between any two adjacent repair locations.
5. The "Approx. Quantity" on the proposal schedule is for bidding purposes only, and this is no guarantee of the quantity of work that will be issued.

The bidder is directed to Subsection 105.16 – Subcontracts.

The bidder is directed to Section 717 – Cullet and Cullet-Made Materials regarding recycling of waste glass.

# **INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES AND SURFACE TREATMENTS AT VARIOUS LOCATIONS**

**FEDERAL-AID PROJECT NO. STP-0300(158)**

## **PRE-BID MEETING NOTES JULY 31, 2019**

The following notes are from the Hawaii Department of Transportation (HDOT) pre-bid meeting with prospective bidders for the Installation of Pavement Preservation Strategies and Surface Treatments at Various Locations on Oahu project.

The meeting was held at the Kakuhihewa Building in Kapolei, Room 609 at 10:00 am.

A sign-in sheet with the names of the attendees is attached.

All attendees were reminded that since this is an open-ended project, the Contractor's bid security must be in the amount of \$187,500 per area. Bidders shall submit separate bid securities for each area.

Contractors were also informed that performance bonds shall be submitted in the amount of \$3,750,000 per area.

### Questions:

1. Since this project is considered an open-end, does that mean all work will be issued by work orders?

**Yes. HDOT will issue a work order for each area to be paved.**

2. In the spec section regarding the contract period and Contractor's option to extend, it says by mutual decision between HDOT and the Contractor. If the Contractor refuses, will they be disqualified to bid with HDOT for the next two years?

**No**

3. Regarding the 1-1/2" overlay bid item, if there is overlay on existing pavement, how is HDOT going to hold the Contractor responsible for all the new profile standards? Does the Contractor have to profile before overlaying?

**The specs assume that all pavements receiving an overlay will be milled first. The existing pavement profile is required to be measured before milling so the Contractor can establish a profile that will meet HDOT requirements.**



4. What is the purpose of the scarifying?

**Scarifying is used to enhance skid resistance on roadway.**

5. Does the Contractor have an option when he wants to use leveling to meet the smoothness requirement? Will he get paid for that item?

**The Contractor must get the Engineer's approval prior to any work in order to get paid. HDOT has the option not to pay for any unauthorized work/extra work.**

6. What scopes of work were used to determine the DBE goal?

**The DBE goal was calculated using crack sealing, electrical work, traffic control and hauling pay items.**

7. Since the Contractor does not know which items of work will be used, what would happen if the contractor was issued a work order that did not include work from a DBE sub? Is the contractor expected to meet the DBE goal per work order or per year?

**Per year. The SUM of all work orders must meet the DBE goal.**

8. Spec Section 102.05 requires the bidder to examine carefully the site of the proposed work. Does the State have a current list of work orders they anticipate issuing? Will this be provided to the contractors?

**No, the contractors will not know intended paving areas before bidding.**

9. Spec Section 103.02- Award of Contract does not indicate if the State intends to award per area or one award for all areas. Does the language in Section 103.02 override the language on Proposal Page P-27, Item 2?

**Proposal Page P-27, Item 2 governs.**

10. If the Contractor wins multiple areas, will HDOT issue one contract for multiple areas?

**Yes**

11. If the Contractor has a contract for multiple areas, can the Contractor choose not to extend the contract for one area? Or do you have to agree to all areas? Will HDOT re-bid those areas again or offer the contract to the second lowest bidder?

**Contractor must choose to extend or cancel ALL areas. HDOT will re-bid the affected areas. HDOT will not offer the contract to the second lowest bidder for those areas.**

12. Is initial profiling considered physical work?

**No. It could be considered physical work if lane closures are involved.**

13. Can the Contractor profile before the BMP's are approved?

**Yes. BMP's must be approved before starting any ground disturbing activities.**

14. Once the surface is cold planed, the Contractor then checks to see if there are any pavement problems. Can the cold planed surface stay open until all problems are resolved?

**Cold planed surfaces cannot be exposed for more than 3 calendar days, as shown in the specs.**

15. How long is the Contractor required to maintain the temporary markings?

**The Contractor is responsible for maintaining temporary markings for as long as they are on-site. Once the work is completed and accepted by HDOT and the Contractor has completely demobilized from the site, HDOT will assume responsibility for maintaining the temporary striping.**

16. Once the existing surface is milled, is that when the Contractor checks for bad areas? If there are cracks, does the Contractor fill it?

**The Contractor will notify the HDOT Engineer if there are bad areas or cracks. The Engineer will determine how to proceed.**

17. Is there reconstruction in this project? When will that be determined?

**Reconstruction areas will be determined by the Engineer before cold planing.**

18. When trying to meet the smoothness spec, what happens if the drainage is affected? What governs?

**The Contractor shall notify the Engineer of any conflicts/problems to determine how to proceed.**

19. The specs say Engineer "may" waive roughness requirements around manholes. Can the specs state a distance away from manholes to exclude so it's more defined, less subjective?

**No. The Contractor's profile should account for this and eliminate the effect of the manhole or other structures in the paving area. Notify the Engineer if this is not possible.**

20. Will there be issues if the Contractor and HDOT use different profiling equipment?

**This shouldn't be an issue because the Contractor is to provide all equipment for the project.**

21. Does the Contractor pay for the first and second profile test? What about the third-party test? When HDOT verifies contractor's profile, does the State pay for that?

**The State pays for the first verification. The Contractor pays for all testing after that. Third-party testing is paid by the Contractor if no merit is found in its claim. The State pays if it does.**

22. Does additional testing come from the allowance for third party dispute?

**Yes**

23. Will HDOT be using its own profiling equipment?

**No. The Contractor is to provide all equipment for the project.**

24. Results vary with time. If HDOT takes a while to test, will the contractor get relief of maintenance?

**No. HDOT will take the acceptance profile when 100% of paving work is done as well as any remedial repairs. It is to be done on pavement no younger than 14 days for HMA and 28 days for concrete pavement.**

25. Are there certain models of inertial profilers HDOT is looking at?

**No. HDOT is not looking at inertial profilers at this time.**

26. Would HDOT consider extending the bid opening date?

**Yes, depending on the RFI's received and if there are significant changes to the specs.**

27. Is there a last day that HDOT will issue an addendum?

**An addendum will be issued no later than 1 week before bid opening.**

The meeting ended at 10:45 am.

All items discussed at this meeting are for clarification only. The bid documents shall govern over anything said at the meeting and discrepancies shall be clarified in Addendum No. 1.

**INSTALLATION OF PAVEMENT PRESERVATION STRATEGIES  
AND SURFACE TREATMENTS AT VARIOUS LOCATIONS  
OAHU**

**FEDERAL AID PROJECT NO. STP-0300(158)**

**PRE-BID MEETING**

July 31, 2019

10:00 AM

NO.	NAME	COMPANY	PHONE NO.
1	ANDREA MILLER	MILLERS PAVING LLC	023-0241
2	Kevin Yamabayashi	MKB	292-6781
3	<del>MARK</del> PHIL VELA ANDRIK	MKB	285-6798
4	KEOLA GOO	ROAD BUILDERS	833-5400
5	Cole Millane	Grace Pacific	285-6822
6	JASON AMES	GRACE PACIFIC	520-6335
7	Mike Medeiros	HDOT	
8	Isaac Ross	Goldwings Supply Service	176-8166
9	ERIC SHISHIOI	HDOT	832-3405 x 126
10	Orion Ton	HDOT HWY-OC	831-6801
11	Marvin Luckfield	HDOT HWY-OC	831-6802
12	Jennifer Yoza	HDOT HWY-OC	831-6810
13	Jennifer Russell	HDOT HWY-DD	692-8440
14	PETER CHAN	HDOT HWY-TD	692-7680
15	Holly Yuen	HDOT HWY-DD	692-8428
16			
17			
18			
19			
20			
21			
22			

## **Contractor RFI's:**

- 1) Per lines 11-13 on Page 108-1a of the specs, will contractors be held to begin physical work on a work order within 14 calendar days of issuance?

**No. The specs will be revised to allow the Contractor more time.**

- 2) Per lines 14-16 on Page 110-1a of the specs, traffic control for asphalt paving shall be inclusive of asphalt concrete pavement work cost. Is this correct? Are any traffic control costs paid under any items other than the traffic control items (Section 645 Items)?

**Traffic control will be paid under 645 items. Spec 110 will be revised.**

- 3) Per lines 18-19 on Page 110-1a, the DOT will provide two weeks of pavement repair work for each request. How is this determined?

**The HDOT Construction Engineer will determine the amount of work per work order.**

- 4) Per lines 29-39 on Page 110-1a, 1-1/2" HMA pavement is to be Mix No. IV. Requesting to change 1- 1/2" HMA pavement to Mix No. V. This will allow for contractors to achieve the 93% minimum compaction requirements. This is also in line with the memo from State Testing Labs in 2013 that stated the recommended mix design for 1-1/2" PPM projects would change to Mix No. V. A 93% compaction requirement with a 1-1/2" lift thickness will result in compaction issues in the field and increased disputes between Contractor and State. Especially with joint compaction testing.

**HMA pavement will remain Mix IV.**

- 5) Per lines 32-96 on Pages 110-1a, 110-2a & 110-3a, cold-planing and resurfacing and reconstruction operations are to be scheduled so that areas are resurfaced/backfilled before the completion of the day's work. Does this mean that the pavement has to come back up to finish grade every day? Or are drop- offs and tapering allowed?

**The Contractor will be allowed to leave the resurfaced/reconstructed areas low until final resurfacing with transitions to adjoining lanes for driver safety. Contractor can also cold plane the entire roadway width in preparation for final resurfacing so that the reconstructed areas would be level with the cold planed surface.**

- 6) Per lines 125-127 on Page 110-3a, temporary pavement markings are incidental to pavement repairs. Is paving contractor responsible for maintaining temporary markings? If so, for how long?

**The Contractor is responsible for maintaining temporary markings for as long as they are on-site. Once the work is completed and accepted by HDOT and the Contractor has completely demobilized from the site, HDOT will assume responsibility for maintaining the temporary striping.**

- 7) Per Section 209.03(A), Site-Specific BMP Plan to be submitted within 30 calendar days of receiving work order and a BMP meeting is to be scheduled 14 calendar days prior to start of work once BMP Plan accepted. Will the Contractor still have to be able to start physical work within 14 days of receiving work order? Do all work orders need a Site-Specific BMP Plan?

**The specs will be revised to require the Contractor to start work within 14 days of receiving approval of the Site-Specific BMP Plan. All work orders need a Site-Specific BMP Plan.**

- 8) Per Table 401.02-1(see below) on Page 401-3a, minimum lift thickness for State IV and PMA is 1-1/2". Due to change in minimum compaction requirements of 93% (see Lines 726-732 on Page 401-19a) and past history of testing issues, State IV and PMA should have a minimum lift thickness of 2". Also, FAA minimum lift thickness for PMA mixes is 4 times the nominal aggregate size. In this case, that would be 2".

<b>TABLE 401.02-1 - LIMITS OF COMPACTED LIFT THICKNESS AND ASPHALT CONTENT</b>				
<b>MIX NO.</b>	<b>II</b>	<b>III</b>	<b>IV, PMA</b>	<b>V</b>
<b>Minimum to Maximum Compacted Thickness for Individual Lifts (Inches)</b>	<b>2-1/4 to 3</b>	<b>2 to 3</b>	<b>1-1/2 to 3</b>	<b>1-1/4 to 3</b>
<b>Asphalt Content Limits (Percent of Total Weight of Mix)</b>	<b>3.8 to 6.1</b>	<b>4.3 to 6.1</b>	<b>4.3 to 6.5</b>	<b>4.8 to 7.0</b>

**Table to remain. Paving bid items will be revised.**

- 9) Per Lines 664-680 of Page 401-18a, a maximum drop-off height of 3" is allowed along joints, but it is also stated that tapered transitions are to be installed along all longitudinal and transverse pavement drop-offs. Please clarify if 3" drop-offs are allowed or if contractor is to install tapered transitions.

**3" drop offs are not allowed. Contractor can use tapered transitions.**

- 10) Per Lines 664-680 of Page 401-18a, 6:1 and 48:1 tapers are required. These ramping requirements are excessive for temporary transitions if paving is supposed to be returned to grade by the end of the week. A manhole that is 2" high would require an 8 FT ramp. Utility ramps will likely extend into adjacent lanes.

**Contractor to use tapers as required in the specs.**

- 11) Per Lines 685-686 of Page 401-18a, at the end work week, all pavement including shoulders are to be restored. With no clearly defined scope of work and locations, there is no way to plan for this. Requesting State to allow for a maximum of 2" drop-offs for shoulders and a notched wedge in larger drop-offs.

**Drop offs are not allowed. Contractor can use tapered transitions.**

- 12) Per Lines 797-801 of Page 401-21a, contractor is to perform non-destructive testing of joints and turn in results. Seal coating will be required for joints that have less than 93% compaction. Per lines 832-843 on Page 401-22a, cores should be taken every 250 FT of longitudinal joint. What determines if seal coating of joint is required: cores or nuclear gauge testing?

**The non-destructive testing is referring to the Contractor's daily on-going QC testing of the joint. This is to be used to determine if the Contractor's means and method is performing to minimum required standards. The cores will determine if the seal coat is required and eventually will be used to determine payment.**

- 13) Per Lines 878-879 on Page 401-23a, a pavement joint cement is to be applied to vertical faces when patching cores. Using joint adhesive for patching of cores is very impractical. The joint adhesive requires large equipment to heat it and the equipment will need to be towed around. A tack coat for patching of cores should be considered. Tack coat provides a sufficient bond between asphalt layers and should provide sufficient bond for core patching.

**Tack coat is currently required in the restoration of cored holes. Yet, failures of core holes have been observed in the past. Joint adhesive will be required, size of the machine is within the Contractor's means and methods. Machines can be on or towed by a pickup truck and will increase the performance of the joint repair. If Contractors can submit a method that will be equal to the performance of the joint adhesive, HDOT can review it for acceptance.**

- 14) Per Section 401.03(J), the Engineer has the right to utilize new technology. What types of equipment (make and model) have been considered?

**HDOT is looking at GPR, infrared cameras, and devices that will help us locate non-compliant work. No particular make and model has been considered.**

- 15) Per Section 401.03(L), no rubber-tired equipment or vehicles shall be allowed on SMA on the day of placement and while the binder can be picked up by the tires. How long will the State require traffic to be kept off of SMA? Are lanes to be closed for a certain amount of time? Will lane rental fees apply to these required closures?

**Traffic should be kept off the SMA until there is no amount of binder pick up to damage the public's vehicles, e.g. aggregate dislodging and thrown, binder picked up by tires and thrown on vehicles or property. Lanes should be closed for no more than the time allowed by the contract.**

- 16) Per Section 401.03(M), pavement joint adhesive is to be used on all asphalt pavement construction where joints are formed. Requesting joint reheaters to be allowed in lieu of joint adhesive provided that contractor can demonstrate sufficient joint compaction. Also, requesting that joint adhesive not be a requirement if contractor is doing mill and fill and there is no un-confined edges.

**Joint reheaters might be acceptable if it is demonstrated by the Contractor that it will give the same performance results, i.e., bonding capacity, of the joint adhesive. However, it would not be appropriate to use it in some locations, e.g., concrete gutter, concrete structure. Unless the mill and fill meets the requirements shown in the specs, the designated conditions where an asphalt adhesive is not required, the use of a joint adhesive is required. An un-confined edge is not considered a joint, but edge of pavement and no adhesive is required.**

- 17) Per Lines 1082-1083 on Page 401-28a, Contractor to make every effort to perform surface test before opening pavement to the public. With typical work windows of 6 hours (Section 110.04), this is not a reasonable requirement. Allowing for expanded work windows (minimum 8 hours) and high speed profiler would make this more viable.

**This is a Contractor QC duty. It is to be used to show how well the Contractor's means and methods are in providing a road profile that will most likely comply with the contract requirements and the Contractor's accepted road profile. Using a high-speed-profiler to check the road's profile is a Contractor's means and methods. The acceptance road profile at this time will be determined by a Contractor supplied California profilograph. In the near future, the inertial-profiler will be the accepted method, so with proper certifications and experience the inertial-profiler may be acceptable upon request. (401.03(T)(2)(b))**



**Contractor may request longer work hours from the Engineer after a work order is issued.**

- 18) Per Section 401.03(T), additional smoothness requirements apply. With these changes in smoothness requirements the state should allow the use of high speed profiler equipment. Due to the lack of complete designs for this project and the fact that existing surfaces may have extremely poor riding surfaces, a profile of the existing pavement is also required prior to milling. A high speed profiler is the best way to achieve this with minimal disruption to the public. Other methods will require closing lanes to perform testing.

**The type or brand of machine used to determine the profile is the Contractor's choice. All machines shall have to be accepted by HDOT.**

- 19) Pg 401-37a appears to imply that the contractor is providing the profilograph machine and labor and equipment, yet there is a pay item for 3rd party profile testing. This appears to conflict. Is the state have a 3rd party contractor test, or is the contractor testing and providing the data to the engineer. Again, High Speed profile testing should be allowed to reduce impact to public.

**No there is no conflict. The Contractor is required to supply all that is mentioned. The State's third-party may be used to verify results with their machine or may represent the State during the Contractor furnished profile testing.**

- 20) Page 401-39a mentions a paving plan, but no paving plans is listed is a requirement. Is a paving plan a required submittal? If so, what type of information is required in the paving plan?

**Yes, it is required. It has essentially the same requirements as the method statement required in Section 108. It needs to have details as to how work is done, e.g., pavement widths, QC methods and checks. It would show what means and methods the Contractor would use to complete the project.**

- 21) Smoothness pay factor/corrective action should not apply in areas where no utilities are adjusted. It is a proven fact that utility structures will affect smoothness. Additionally, there should not be a smoothness corrective action required wherever contractor is tying in to an existing grade.

**Both conditions should be addressed in the roadway smoothness profile developed for the milling of the pavement by the Contractor. Adjustments should have been suggested or noted that the utility is not possible to adjust. If the adjustments are not accepted or the utility not possible to adjust, then it would not count as a bump. Tie-in to the existing grade should not cause problems with the profile, however, the Contractor can cite this situation in the submitted smoothness pavement profile and note it as a potential problem.**

- 22) Per Lines 2330-2331 on Page 401-56a, Sliding Scale, 80% for a 92% compacted core, which was previously considered a passing core, is a steep drop. State should consider a 92 as a 90% sliding scale.

**Sliding scale to remain as shown in the specs.**

- 23) Per Section 401.03(AB), smoothness pay factor/corrective action, there should be a dis-incentive level of 90% reduction before the corrective action for both types of methods of profiling.

**Pay factor/corrective action to remain as shown in the specs.**

- 24) Per Lines 129-130 on Page 415-3a, same quality HMA for temporary tapers that is used for HMA overlay or pavement. When milling, cold mix should be allowed as a temporary transition. Asphalt plants are typically not open at night when there is no mix being placed.

**Cold mix will not be allowed for temporary transitions.**

- 25) Per Lines 87-92 on Page 415-2a, implies that the contractor needs to identify bad areas and inform the engineer after cold planing/milling. If the contractor is performing a mill and fill operation, what would the engineer do about the bad area as it will be covered up by the end of the shift. Too much of the burden for is placed on the contractor to determine bad pavement. The state should be determining the bad pavement areas and providing an adequate design. Section 110.01 appears to encourage mill and fill operations to limit exposure to public.

**This is meant for conditions that are obvious, e.g., existing sub-layer not bonding, dirt or base course not showing, too thin sub-layer. Reconstruction areas will be determined by the Engineer before cold planing.**

- 26) Per Lines 124-142 on Pages 415-3a & 415-4a, when cross streets are encountered use a taper of 48:1. Tapers of 48:1 on cross streets are excessive. If limits are at travel lane, this will place tapers into the travel lane. Smaller tapers should be allowed for lower traffic cross streets.

**Use tapers shown in the specs.**

- 27) Per Lines 148-175 on Page 415-4a, milled surface reports to be submitted to State. These detailed milled surface report is extremely excessive. Is the State's intent for the contractor to conduct mill and fill operations?

**The intent is to monitor the Contractor's means and methods to see that the Contractor is doing best practices. Too often it has been observed in the field that the milling speed is incorrect and thus leaves a poor bonding surface.**

- 28) Per Lines 148-175 on Page 415-4a, milled surface check with a 12 foot-straightedge

parallel to the centerline. There are a large amount of lanes that are 11 feet wide. How can this be done with a 12 ft straight edge?

**The Contractor can request a waiver if the straightedge is too long.**

- 29) Per Lines 208-225 on Page 415-5a, 3 Day milled surface requirement and lane rental fees. Longer milled sections will result in smoother pavement. If the contractor is able to create a rideable milled surface by using newer technologies such as a fine tooth mill, the contractor should be allowed to leave the milled surface open longer at the engineer's discretion. The contractor still assumes all responsibilities for damages to the public. This section really limits the contractor's means and methods to meet the requirements of the contract for smoothness.

**3 Day milled surface requirement and lane rental fees to remain as shown in the specs.**

- 30) Will multiple contractors be used in each Area? Or will a single contractor be awarded each Area?

**One Contractor will be awarded per area.**

- 31) Will crack sealing be used on surface cracks or will it be used to repair cracks that are found after cold planing operations?

**Crack Seal spec and pay items will be removed from the project.**

- 32) When is the anticipated start date for these contracts?

**January 2020**

- 33) Are flexible road tabs be allowed to be used as temporary pavement markings on this project?

**Contractor to use temporary markings as shown in the specs.**

- 34) Will permanent striping be taken care of on another contract? If so, will removal of temporary pavement markings be taken care on this other contract? Or is it the responsibility of the paving contractor to remove the temporary pavement markings?

**Permanent striping and removal of temporary striping will be taken care of in another contract.**

- 35) Sheet P-12 of the proposal reads "Area 3". Should this be "Area 4"?

**Sheet P-12 will be corrected to "Area 4".**

- 36) Will the State provide plans to the contractor for each work order to be used for as-builts, temporary striping layout, profilograph testing, etc. or will the contractor be required to develop plans?

**HDOT will provide plans with each work order.**

- 37) Spec Section 108.01 line 11-12 states "The Contractor shall be allowed up to 14 calendar days after issuance of a work order to begin physical work". It typically takes much longer for Contractors to get traffic control plans approved and BMP plans approved. Would the State consider extending this time?

**The specs will be revised to require the Contractor to start work within 14 days of receiving approval of the Site-Specific BMP Plan.**

- 38) 2005 Standard Spec section 645.03 line 64-66 requires the contractor to furnish two police officers for each location. If the traffic control plans require more than two police officers, will the State pay for the additional police officers?

**No. If the Contractor's traffic control plans show more than two officers, Contractor pays for them.**

- 39) Spec section 108.09 Rental Fees says the contractor will be charged \$1,500 for every 15 minute increment but Section 645 does not specify the work hours. How will the State apply the rental fees without designated work hours? Will the work hours be designated per work order?

**Work hours will be designated per work order. Contractors will be subject to the same lane closure requirements as they would a regular construction project.**

- 40) Will there be a minimum number of work hours for each work order?

**No. Contractor may request longer work hours from the Engineer after a work order is issued.**

- 41) Section 108.17 requires a one year warranty. Since the contractor cannot the volume of traffic or the thickness of pavement, would the State consider limiting the warranty to workmanship?

**No**

- 42) Does the State intend on using the existing bid items for work under guardrails?

**Yes**

- 43) Spec Section 110.01, lines 91-94 state, "The Contractor may elect to reconstruct the entire depth of the pavement reconstruction with base course in preparation of cold planning as a separate operation, but the State will not pay for the extra base course and excavation". Since there is no way for the contractor to quantify or account for this,

would the State allow the contractor to keep the pavement low with transitions until final resurfacing? Or will the State allow the contractor to pave around the reconstruction areas, which would leave joints?

**The Contractor will be allowed to leave the reconstructed areas low until final resurfacing with transitions to adjoining lanes for driver safety. Contractor can also cold plane the entire roadway width in preparation for final resurfacing so that the reconstructed areas would be level with the cold planed surface.**

- 44) Spec Section 415.03(C) line 103-107 says the Engineer may direct remedial work in these areas to provide increased pavement life as well as a smoother ride, eg., increase the depth of the planning or do additional work. Additional remedial work will be considered extra work unless the Contractor over milled the pavement. Since one of the purposes of milling is to smooth out the road, then it would guarantee that some spots would be over milled to take out high spots and under milled to take out low spots. This is subjective. Since it determines if the contractor will be paid or not, how will the State determine if the road is "over milled"? Please clarify.

**Over milling would be when the Contractor exceeded the accepted smooth profile plan and not when the accepted profile grades exceed the initial mill depth. The smooth profile plan, once accepted, would be part of the contract documents. Non-payment would be for situations where the Contractor made a mistake, e.g. over milled beyond the accepted smooth profile plan.**

**Contractor must get Engineer's approval for all deviations from the plans prior to performing the work.**

- 45) Table 401.02-1 limits the placement of State Mix V to a minimum lift thickness of 1.25". Will the State allow a smaller lift thickness for bid item #401.0100 HMA Pavement, Mix No V Leveling?

**No. Please follow Table 401.02-1.**

- 46) Spec Page 401-12a, line 399 requires the use of MTV except for "Projects" with less than 1,000 tons of HMA. Is "Projects" defined as per work order? Per year? Per contract?

**"Projects" defined as per work order.**

- 47) Spec page 401-23a, lines 903-904 requires HMA Pavement thickness to be within 0.25 inches. If the contractor is required to fill depressions in the pavement in order to comply with the smoothness requirements, how will the State evaluate this 0.25" tolerance?

**The situation described should never happen if the specs are followed. The profile testing for acceptance is done after all remedial repairs have been completed and**

**accepted. Since unrepaired areas would not meet contract requirements, the area would be unacceptable, and no acceptance profile should be performed.**

- 48) Spec page 401-24a, lines 917-928, the engineer reserves the right to use new technology. Will the contractor be responsible for the cost of using this new technology?

**Cost will be incidental to the various pay items.**

- 49) Spec page 401-27a lines 1056-1063 says if the joint adhesive fails, there will be a 5% reduction in the contract price of the "lift" of the HMA pavement it was used on. How will the State calculate "5% of the lift" when the bid item used could include cold planning and multiple lifts?

**The 5% deduction would be based on all the HMA placed using the non-compliant joint cement with no deduction for the cold milling using the unit price.**

- 50) Spec page 401-32a, line 1279 says the profiler and technician must be certified by an entity accepted by the Engineer. Does the State have a list of "entities" that are acceptable to the Engineer?

**Currently HDOT does not have a list of certifying entities. All state DOT certifying programs would be acceptable, e.g., CalTrans, TxDOT that use the same method to calculate IRI as HDOT will.**

- 51) Spec page 401-35a lines 1427-1428. If the contractor has to request acceptance profile testing at least 60 days before the desired test date AND the contractor cannot request acceptance profile testing until the contractor submits the contractor profile test results (line 1436-1437), then the soonest the contractor will receive a pay estimate for the entire workorder is almost 3 months after the completion of the work and get paid almost 4 months after the work? Is this correct?

**Yes, it potentially may take that long to get paid. It is dependent on the Contractor turning in the profile and making the request. The request does require the profile to be submitted at the time of the request. The submittal of the pavement profile is mandatory before the acceptance testing is performed. This is so HDOT can confirm/review the pavement profile that the pavement will be acceptable.**

- 52) Would it be possible to eliminate the circular detector loop item and make one bid item for square or circular loops? Reason being there is only one electrical contractor that I know of who does circular loops so a separate bid item for just circular loops would put everyone else at a disadvantage. These circular loops came about because the C&C allowed them to install the circular loops in lieu of the standard square loops so now we have both square and circular existing loops. So any new loops should have an option of being done either way instead of separate bid items which means only they can price. As the C&C traffic branch are the ones maintaining the loops this should not be an issue.

**The loop detector items will be revised.**