

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

**ADDENDUM NO. 4
for
KAMEHAMEHA HIGHWAY REHABILITATION
VICINITY OF KAPUHI STREET TO DAIRY ROAD
FEDERAL AID PROJECT NO. NH-083-1(77)**

The following amendments shall be made to the Bid Documents:

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

1. Replace DBE Requirements dated 5.13.21 with the attached DBE Requirements dated 5.20.21. Added language in narrative that mobilization, force account and allowance items are not counted. Fixed a typo that incorrectly stated the DBE Good Faith Efforts (GFE) info is required at bid opening and fixed it to indicate that its due five days after bid opening.

B. SPECIAL PROVISIONS

1. Replace Special Provision Section 645 – Work Zone Traffic Control dated 11/20/20 with attached Special Provision Section 645 – Work Zone Traffic Control dated r05/27/21. Deleted Lines 168 to 170.

C. PLANS

1. Revised Plan Sheets 3,10, 11, 22, 23, 24, 27, 28, 33, and 34.

D. PROPOSAL SCHEDULE

2. Replace Proposal pages P-8 to P-14 dated r05/17/2021 with the attached revised Proposal pages P-8 to P-14 dated r05/27/2021.
 - a. Revised P-8, Item No. 301.1000 Hot Mix Asphalt Base Course, Approximate Quantity revised to read as follows:

“15”
 - b. Revised P-8, Item No. 305.1000 Aggregate Subbase, Approximate Quantity revised to read as follows:

“40”

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- c. Revised P-8, Item No. 401.1000 HMA Pavement Mix No. IV, Approximate Quantity revised to read as follows:

“10”
- d. Revised P-8, Item No. 401.2000 PMA Pavement, Approximate Quantity revised to read as follows:

“22,000”
- e. Revised P-8, Item No. 401.3000 HMA Pavement, Mix No. V, Levelling, Approximate Quantity revised to read as follows:

“1,200”
- f. Revised P-8, Item No. 415.1000 Cold Planing, Approximate Quantity revised to read as follows:

“70,000”
- g. Revised P-11, Item No. 626.2000 Adjusting Water Manhole Frame and Cover, Approximate Quantity revised to read as follows:

“44”
- h. Revised P-11, Item No. 626.4000 Adjusting Water Valve Box Frame and Cover, Approximate Quantity revised to read as follows:

“97”

E. SAMPLE FORMS

- 1. Remove and replace with the attached listed below:
 - a. Replace DBE Contract Goal Verification and GFE Documentation For Construction dated 05.13.21 with the attached DBE Contract Goal Verification and GFE Documentation For Construction dated 05.20.21. Fixed page 2 no. 1 to state that DBE info is required 5 days after bid opening
 - b. Replace DBE Confirmation and Commitment Agreement – Trucking Company dated 05.13.21 with the attached DBE Confirmation and Commitment Agreement – Trucking Company dated 05.20.21. Removed language requiring lease

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agreement for 2nd tier trucker.

- c. Replace DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier dated 05.13.21 with the attached DBE Confirmation and Commitment Agreement – Subcontractor, Manufacturer, or Supplier dated 05.20.21

F. ANSWERS TO QUESTIONS FROM PROSPECTIVE BIDDERS

- 1. Attached are requests for information and responses for your information.

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



Jade T. Butay
Director of Transportation

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. GENERAL

This project is subject to Title 49, Code of Federal Regulations, Part 26, entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Financial Assistance Programs," hereinafter referred to as the ("DBE Regulations") and is incorporated and made a part of this contract herein by this reference. The following shall be incorporated as part of the contract documents for compliance. If any requirements herein are in conflict with the general provisions or special provisions applicable to this project, the requirements herein shall prevail unless specifically superseded or amended in the special provisions or by addendum.

II. POLICY

It is the policy of the U.S. Department of Transportation ("USDOT") and the State of Hawaii, Department of Transportation and its political subdivisions ("Department") that Disadvantaged Business Enterprises ("DBE"), as defined in the DBE Regulations, have an equal opportunity to receive and participate in federally assisted contracts.

III. DBE ASSURANCES

Each contract signed with a prime contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

"The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to; 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible."

The prime contractor agrees to include the above statements in any subsequent contracts that it enters into with other contractors and shall require those contractors to include similar statements in further agreements.

IV. BIDDER/OFFEROR RESPONSIBILITIES

All bidders/offerors are required to register with the Department's Office of Civil Rights (OCR), DBE Section, using the Bidder Registration Form, which can be downloaded from the Department's website at <http://hidot.hawaii.gov/administration/ocr/dbe/dbe-program-forms/>. Certified DBEs are considered registered with the Department and are not required to submit a Bidder Registration Form. All other bidders/offerors are required to complete this form which may be faxed to (808) 831-7944, e-mailed to:

HDOT-DBE@hawaii.gov, or mailed to the HDOT DBE Section at 200 Rodgers Boulevard, Honolulu, Hawaii 96819. Registered bidders/offerors are posted on the website listed above.

Bidders/offerors, subcontractors, manufacturers, vendors or suppliers, and trucking companies shall fully inform themselves with respect to the requirements of the DBE Regulations. Particular attention is directed to the following matters:

- A. Bidders/offerors shall take all necessary steps to ensure that DBEs have an opportunity to participate in this contract.
- B. DBEs may participate as a consultant, prime contractor, subcontractor, trucking company, or vendor of materials or supplies. DBEs may also team with other DBE or non-DBE firms as part of a joint venture or partnership.
- C. Agreements between a bidder/offeror and a DBE in which a DBE promises not to provide subcontracting quotations to other bidders/offerors are strictly prohibited.
- D. A DBE shall be certified by the Department under the appropriate North American Industry Classification System (NAICS) code and work in their registered field of work in order for credit to be allowed.
- E. Information regarding the current certification status of DBEs is available on the Internet at <https://hidot.hawaii.gov/administration/ocr/dbe/>.
- F. Commercially Useful Function (“CUF”). A DBE must perform a CUF. This means that a DBE must be responsible for the execution of a distinct element of the work, must carry out its responsibility by actually performing, managing, and supervising at least 30% of the work involved by using its own employees and equipment, must negotiate price, determine quality and quantity, order and install material (when applicable), and must pay for the material itself.¹

To determine whether a DBE is performing a CUF, the Department must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the DBE credit claimed for performance of the work, and other relevant factors. The prime contractor is responsible to ensure that the DBE performs a CUF.

V. PROPOSAL REQUIREMENTS

- A. DBEs must be certified by the bid opening date.

¹ The use of joint checks payable to a DBE subcontractor and supplier may be allowed to purchase materials and supplies under limited circumstances. See VIII USE OF JOINT CHECKS UNDER THE DBE PROGRAM

B. DBE subcontractors, manufacturers, suppliers, trucking companies and any second tier subcontractors shall be listed on the respective DBE forms as specified below in order to receive credit.

C. The following forms are due **five (5) days after bid opening:**²

1. DBE Confirmation and Commitment Agreement. This form must be **signed by the bidder/offeror and each DBE** subcontractor, manufacturer, supplier, or trucking company and submitted to the State Project Manager. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.
2. DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction. List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form (See paragraph D below regarding goal calculation). If the project goal is not met, the bidder/offeror shall submit documentation of good faith efforts including quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project.

Failure to provide any of the above shall be cause for bid/proposal rejection.

D. Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
2. The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the

² In computing calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday.

bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

VI. COUNTING DBE PARTICIPATION TOWARDS CONTRACT GOAL

- A. Count the entire amount of the portion of a contract (or other contract not covered by paragraph B below) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work on the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
- B. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, toward DBE goals, provided the Department determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- C. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- D. When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- E. Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a CUF on that contract.
- F. The following is a list of appropriate DBE credit to be allowed for work to be performed by a DBE subcontractor. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals;
 - 2. For purposes of determining DBE goal credit, a manufacturer is a firm that operates or maintains a factory or establishment that produces (on the premises) the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications;
 - 3. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals;
 - 4. For purposes of determining DBE goal credit, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other

establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business;

5. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question;
6. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in the DBE Regulations, if the person both owns and operates distribution equipment for the products. Any supplementing of a regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis;
7. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers;
8. With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals; however,
9. If a firm is not currently certified as a DBE in accordance with standards of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i);
10. Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward the Department's overall goal; and
11. Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

G. The following factors are used in counting DBE participation for trucking companies:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals;
2. The DBE must itself own and operate at least one (1) fully licensed, insured, and operational truck used on the contract;

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department operating administration.

EXAMPLE: DBE firm X uses two (2) of its own trucks on a contract, leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four (4) of the six (6) trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight (8) trucks. With respect to the other two (2) trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z;

6. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. It leases two (2) additional trucks from non-DBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. DBE credit would be awarded for the total value of the transportation services provided by all four (4) trucks; and

7. For purposes of determining whether a trucking firm performs a CUF, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- H. The bidder/offeror may be a joint venture or partnership that has a certified DBE as a partner. A "Joint Venture" means an association between a DBE firm and one (1) or more other firms to carry out a single, for-profit, business enterprise for

which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract, and whose share in the capital contribution, control, management, risks and profits are commensurate with its ownership interest.

- I. Effects of a Summary Suspension of a DBE. When a DBE's certification is suspended, the DBE may not be considered to meet a contract goal on a new contract and any work it does on a contract received during the suspension shall not be counted towards the overall goal. The DBE may continue to perform work under an existing contract executed before the DBE received a Notice of Suspension and may be counted towards the contract goal during the period of suspension as long as the DBE is performing a CUF under the existing contract.
- J. Effects of Decertification of a DBE. Should a DBE become decertified during the term of the subcontract for reasons beyond the control of and with no fault or negligence on the part of the contractor, the work remaining under the subcontract may be credited towards the contract goal, but are not included in the overall accomplishments.

Should the DBE be decertified after contract award and before notice to proceed, the contractor must still meet the DBE goal by either; a) withdrawing the subcontract from the DBE and expending good faith efforts to replace it with a DBE that is currently certified for that same work; or b) continuing with the subcontract with the decertified firm and expending good faith efforts to find other work not already subcontracted out to DBEs in an amount to meet the DBE goal either by; 1) increasing the participation of other DBEs on the project; 2) documenting good faith efforts; or 3) by a combination of the above.

VII. USE OF JOINT CHECKS UNDER THE DBE PROGRAM

- A. The following guidelines apply to the use of joint checks:
 - 1. The second party (typically the prime contractor) acts solely as a guarantor;
 - 2. The DBE must release the check to the supplier;
 - 3. The use of joint checks is a commonly recognized business practice;
 - 4. The Department must approve the use of joint checks prior to use by contractors and/or DBEs. As part of this approval process the Department will analyze industry practice to confirm that the use of joint checks is commonly employed outside of the DBE program for non-DBE subcontractors on both federal and state funded contracts. Using joint checks shall not be approved if it conflicts with other aspects of the DBE regulations regarding CUF; and
 - 5. The Department will monitor the use of joint checks closely to avoid abuse.

- B. Contractors and DBEs should review the following general guidelines when determining whether to use joint checks closely to avoid abuse:
1. That standard industry practice applies to all contractors (federal and state contracts);
 2. Use of joint checks must be available to all subcontractors;
 3. Material industry sets the standard industry practice, not prime contractors;
 4. Short term, not to exceed reasonable time (i.e., one (1) year, two (2) years) to establish/increase a credit line with the material supplier;
 5. No exclusive arrangement between one (1) prime and one (1) DBE in the use of joint checks that might bring the independence of the DBE into question;
 6. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract;
 7. The DBE is normally responsible to install and furnish the work item; and
 8. The DBE must be more than an extra participant in releasing the check to the material supplier.
- C. The Department shall allow the use of joint checks if the following general conditions are met:
1. DBE submits request to the Department for action;
 2. There is a formalized agreement between all parties that specify the conditions under which the arrangement shall be permitted;
 3. There is a full and prompt disclosure of the expected use of joint checks;
 4. The Department will provide prior approval;
 5. DBE remains responsible for all other elements of 49 CFR 26.55(c)(1);
 6. The agreement states clearly and determines that independence is not threatened because the DBE retains final decision making responsibility;
 7. The Department will determine that the request is not an attempt to artificially inflate DBE participation;
 8. Standard industry practice is only one (1) factor;
 9. The Department will monitor and maintain oversight of the arrangement by reviewing cancelled checks and/or certification statement of payment; and
 10. The Department will verify there is no requirement by prime contractor that the DBE is to use a specific supplier nor the prime contractor's negotiated unit price.

VIII. DEMONSTRATION OF GOOD FAITH EFFORTS FOR CONTRACT AWARD

- A. When a project goal is not met, the Department shall conduct the initial review of GFE submitted by the bidder/offeror and shall determine whether the bidder/offeror has performed the quality, quantity, and intensity of efforts that demonstrate a reasonably active and aggressive attempt to meet the contract goal in accordance with 49 CFR Part 26, Appendix A.
- B. The bidder/offeror bears the responsibility of demonstrating that it met the contract goal, or if the contract goal was not met, by documenting the GFE it made in an attempt to meet the goal. It is the sole responsibility of the bidder/offeror to submit any and all documents, logs, correspondence, and any other records or information to the Department that will demonstrate that the bidder/offeror made good faith efforts to meet the DBE goal.
- C. In its good faith evaluation, the Department shall perform the following as part of its evaluation: a) request additional information and documents from the bidder/offeror; b) compare the bidder's/offeror's bid against the bids/offers of other bidders/offerors, and compare the DBEs and DBE work areas utilized by the bidder/offeror with the DBEs listed in other bids/offers submitted for this contract (If other bidders obtained DBEs in a particular work area in which the low bidder did not, the Department shall take this into consideration in its evaluation); c) verify contacts by bidders/offerors with DBEs; and d) compare the DBE and the categories of DBE work targeted by the bidder/offeror for participation in the contract, with the total pool of available DBEs ready, willing and able to perform work on each particular subcontract targeted by the bidder/offeror.
- D. Actions on the part of the bidder/offeror that will be considered demonstrative of good faith efforts include, but are not limited to, the following:
 - 1. Whether the bidder/offeror submitted the required information (i.e. DBE name, address, NAICS code, description of work, project name, and number), and dollar amounts for all subcontractors, within five (5) days of bid opening;
 - 2. Whether the bidder/offeror solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract. The Department will also consider whether the bidder/offeror solicited the participation of potential DBEs as early in the procurement process as practicable, and allowed sufficient time for the DBEs to properly inquire about the project and respond to the solicitation. The Department will also review whether the bidder/offeror took appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project;
 - 3. Whether the bidder/offeror identified and broke up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate

- DBE participation even when the bidder/offeror might otherwise prefer to self-perform these work items with its own forces);
4. Whether the bidder/offeror made available or provided interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assisted them in responding to the bidder's/offeror's solicitation;
 5. Whether the bidder/offeror negotiated in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project;
 6. Whether the bidder/offeror solely relied on price in determining whether to use a DBE. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by itself, sufficient reasons for a bidder's/offeror's refusal to utilize a DBE, or the failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire of a bidder/offeror to perform a portion of the work with its own forces, that could have been undertaken by an available DBE, does not relieve the bidder/offeror of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal;
 7. Whether the bidder/offeror rejected DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBEs standing within the industry, membership in specific groups, organizations or associations, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs;
 8. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance;
 9. Whether the bidder/offeror made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services;
 10. Whether the bidder/offeror effectively used the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs;
 11. Whether the bidder/offeror, who selects a non-DBE over a DBE subcontractor, has quotes of each DBE and non-DBE subcontractor submitted to the bidder for work on the contract; and for each DBE that was contacted but not utilized by the bidder/offeror for a contract, the bidder/offeror has a detailed written explanation for each DBE detailing the reasons for the bidder's/offeror's failure or inability to utilize, or to allow the DBE to participate in the contract; and
 12. Whether other bidders/offerors met the goal and whether the apparent successful bidder/offeror could have met the goal with additional efforts.

The Department may determine that an apparent successful bidder/offeror who fell short of meeting the goal, made good faith efforts when it met or exceeded the average DBE participation obtained by other bidders/offerors.

IX. ADMINISTRATIVE RECONSIDERATION.

If it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of 49 CFR Section 26.53(a), the bidder/offeror may submit a request for administrative reconsideration. If under the provisions of 49 CFR, Section 26.53(d), it is determined by the Department that the apparent successful bidder/offeror has failed to meet the provisions of this subsection, the bidder/offeror may submit a written request for administrative reconsideration.

- A. Within five (5) working days of being informed in writing by the Department that the bidder/offeror has not documented sufficient GFE, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following official:

Director of Transportation
Hawaii Department of Transportation
869 Punchbowl Street, Room 509
Honolulu, Hawaii 96813

- B. The reconsideration official, or his or her designee (referred to as “reconsideration official”), shall not have played any role in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
- C. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate GFE to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate GFE to do so.
- D. In an administrative reconsideration, the reconsideration official will review all previously submitted documents, oral and written arguments, and other evidence presented in the reconsideration, in making the decision.
- E. The Department shall inform the bidder/offeror of the decision within thirty (30) days of the proceeding. The decision will state the Department’s findings, and explain the basis of those findings, with respect to whether or not the bidder/offeror met the contract goal, or whether or not the bidder/offeror made adequate GFE to achieve the contract goal.
- F. The reconsideration decision is not administratively appealable to USDOT but is appealable under HRS 103D-709.

X. AWARD OF CONTRACT

- A. In a sealed bid procurement, the Department reserves the right to reject any or all bids. The award of contract, if it is awarded, will be to the lowest responsive and responsible bidder who meets or exceeds the DBE project goal, or who makes good faith efforts to meet or exceed the DBE project goal, as determined by the Department.
- B. If the lowest responsible bidder does not meet the DBE project goal and does not demonstrate to the satisfaction of the Department that it made good faith efforts to meet the DBE project goal, such bid shall be rejected as non-responsive. The Department will then consider the next lowest responsive and responsible bidder for award in accordance with paragraph A above.

XI. REPLACEMENT OF A DBE ON A PROJECT WITH A CONTRACT GOAL

Under this contract, the prime contractor shall utilize the specific DBE listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department to replace a DBE. If the Department's consent is not provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Department reserves the right to request copies of all DBE subcontracts.

The Department will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. A prime contractor's inability to find a replacement DBE at the original price is not sufficient to demonstrate that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

The Department will require the prime contractor to promptly provide written notice to the project manager of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The written notice by the contractor must include the following:

- 1. The date the contractor determined the certified DBE to be unwilling, unable or ineligible to perform work on the contract;
- 2. The projected date that the contractor shall require a substitution or replacement DBE to commence work if consent is granted by the Department;
- 3. Documentation of facts that describe and cite specific actions or inactions on the part of the affected DBE that led to the contractor's conclusion that the DBE is unwilling, unable, or ineligible to perform work on the contract;

4. A brief statement of the affected DBE's capacity and ability or inability to perform the work as determined by the contractor;
5. Documentation of contractor's good faith efforts to enable affected DBE to perform the work;
6. The current percentage of work completed on each bid item by the affected DBE;
7. The total dollar amount currently paid per bid item for work performed by the affected DBE;
8. The total dollar amount per bid item remaining to be paid to the DBE for work completed but for which the DBE has not received payment, and with which the contractor has no dispute; and
9. The total dollar amount per bid item remaining to be paid to the DBE for work completed, for which the DBE has not received payment, and with which the contractor and DBE have a dispute.

The prime contractor shall send a copy of the written notice to replace a certified DBE on a contract to the affected DBE. The affected DBE may submit a written response within five (5) calendar days to the Department to explain its position on its performance on the committed work. The Department shall consider both the prime contractor's request and DBE's stated position before approving the termination or substitution request, or determining if any action shall be taken against the contractor.

There shall be no substitution or termination of a DBE subcontractor at any time without the prior written consent of the Department. The Department will provide written consent only if the contractor has good cause, as determined by the Department, to terminate the DBE. Good cause may include, but is not limited to the following circumstances:

1. The DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1200 or applicable state law;
6. The Department has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the Department written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required; and

9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Upon approval from the Department to replace a DBE, the contractor's good faith efforts shall be documented and submitted to the Department within seven (7) calendar days. This time period may be extended for another seven (7) calendar days upon request by the prime contractor.

If a DBE subcontractor is unable to perform work under the contract, and is to be replaced, the contractor's failure to obtain a substitute certified DBE or to make good faith effort to obtain such a substitute DBE subcontractor to perform said work, may constitute a breach of this contract for which the Department may terminate the contract or pursue such remedy as deemed appropriate by the Department.

XII. CONTRACT COMPLIANCE

This contract is subject to contract compliance tracking, and the prime contractor and all subcontractors are required to report payments electronically in the HDOT online Certification and Contract Compliance Management System (hereafter referred to as "online tracking system"). The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the online tracking system on a regular basis to manage contact information and contract records.

The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. HDOT may require additional information related to the contract to be provided electronically through the online tracking system at any time before, during, or after contract award. Information related to contractor access of the online tracking system will be provided to designated point of contact with each contractor upon award of the contract. The online tracking system is web-based and can be accessed at the following Internet address: <https://hdot.dbesystem.com/>.

XIII. PAYMENT

- A. The Department will make an estimate in writing each month based on the items of work performed and materials incorporated in the work and the value therefore at the unit prices or lump sum prices set forth in the contract. All progress estimates and payments will be approximate only and shall be subject to correction at any time prior to or in the final estimate and payment. The Department will not withhold any amount from any payment to the contractor, including retainage.
- B. The contractor shall pay all subcontractors within ten (10) calendar days after receipt of any progress payments from the Department. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

- C. The Contractor will verify that payment or retainage has been released to the subcontractors or its suppliers within the specified time through entries in the Department's online tracking system during the corresponding monthly audits. Prompt payment will be monitored and enforced through the Contractor's reporting of payments to its subcontractors and suppliers in the online tracking system.

Subcontractors, including lower tier subcontractors and/or suppliers will confirm the timeliness and the payment amounts received utilizing the online tracking system. Discrepancies will be investigated by the DBE Program Office and the project engineer. Payments to the subcontractors, including lower tier subcontractors, and including retainage released after the subcontractor or lower tier subcontractor's work has been completed to the Department's satisfaction, will be reported by the Contractor or the subcontractor.

- D. When any subcontractor has satisfactorily completed its work as specified in the subcontract, and there are no bona fide disputes, the contractor shall make prompt and full payment to the subcontractor of all monies due, including retainage, within ten (10) calendar days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented, as required by the Department. The contractor must obtain the prior written approval from the Department before it can continue to withhold retainage from any subcontractor who has completed its portion of the work. This clause applies to both DBE and non-DBE subcontractors, and all tiers of subcontracts.

XIV. RECORDS

The contractor shall maintain and keep all records necessary for the Department to determine compliance with the contractor's DBE obligations. The records shall be available at reasonable times and places for inspection by the Department and appropriate Federal agencies. The records to be kept by the contractor shall include:

1. The names, race/ethnicity, gender, address, phone number, and contact person of all DBE and non-DBE consultants, subcontractors, manufacturers, suppliers, truckers and vendors identified as DBEs (for vendor to identify whether it is a supplier or manufacturer);
2. The nature of work of each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor;
3. The dollar amount contracted with each DBE and non-DBE consultant, subcontractor, manufacturer, supplier, trucker and vendor; and
4. Cumulative dollar amount of all change orders to the subcontract.

XV. FAILURE TO COMPLY WITH DBE REQUIREMENTS

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. All contractors, subcontractors, manufacturers and suppliers are hereby advised that failure to carry out all DBE requirements specified herein shall constitute a material breach of contract that may result in termination of the contract or such other remedy as deemed appropriate by the Department including but not limited to: 1) withholding monthly progress payments; 2) assessing sanctions; 3) liquidated damages; and/or 4) disqualifying the contractor from future bidding as non-responsible.

SECTION 645 - WORK ZONE TRAFFIC CONTROL

Make the following amendments to said Section:

(I) Amend **Subsection 645.03 – Construction** by revising lines 64 to 66 to read as follows:

“Furnish two police officers for each location that requires work zone traffic control. If TCP is included in the contract documents, furnish number of police officers indicated in TCP, whichever is greater.

Furnish, deploy, maintain, and remove two (2) portable message boards (i.e., electronic message signs) for both approaches to project limits, at locations accepted by the Engineer, seven (7) days prior to start of road work.”

(II) Amend **Subsection 645.03 – Construction** by revising lines 71 to 74 to read as follows:

“TCP Development. Contractor shall develop site-specific Traffic Control Plan (TCP) and work schedule based on work hours and lane closure restrictions stipulated in the contract documents.

TCP shall be developed after Contractor conducted field investigation of traffic conditions, including but not limited to, traffic volume counts taken during anticipated work hours, detour routes, traffic signal timing, pedestrian crossings, bicycle routes, public transportation and public gathering places such as schools, businesses and shopping malls within the project limits and surrounding areas.

Contractor may request multiple individual lane-closures within the project limits at the same time based on, including but not limited to, type of work to be performed, traffic volume, surrounding developments (e.g., schools, businesses) at each proposed work site.

Based on prevailing traffic conditions and other factors, the Engineer may allow up to three (3) individual closures at one time, with distance between individual closures be at least 1 mile apart.

If work zone traffic delays of more than 30 minutes within project limits were observed during construction, the State reserves the rights to suspend TCP if Contractor failed to adjust his work and/or TCP to address traffic concerns brought forth by the State in a timely and responsive manner.

If TCP affects City & County of Honolulu streets, such as but not limited to, traffic detours onto City streets, or traffic control devices placed on City streets, a City & County of Honolulu, Department of Transportation services (DTS) Permit for Street Usage shall be obtained prior to starting work. A TCP stamped by a registered Civil

Engineer from the State of Hawaii may be required to obtain the DTS Permit for Street Usage.

TCP Submittal. Submit TCP and work schedule for review and acceptance following the procedures established in **Subsection 105.04 – Review and Acceptance Process**. TCP and schedule shall be accepted by the Engineer prior to starting work in each area. Submit modifications and deviations from accepted TCP following the procedures established in **Subsection 105.04 – Review and Acceptance Process**. Illegible TCP will not be accepted.”

(III) Amend **Subsection 645.03 – Construction** by adding the following items after line 101:

“(11) For lane closures indicate the max. length of roadway to be closed.

(12) For mobile operations such as rumble strip milling and striping, provide instruction details for warning sign and flagger deployment.

(13) Minimum lane width and offset distances to adjacent roadway elements (e.g., bridge railing, guardrail, portable concrete barrier, etc.)

(14) Eradicate conflicting pavement striping per **Subsection 629.03(D) Removal of Existing Pavement Markings**. Eradication of existing markings by painting over them will not be allowed.

(15) If the work will affect a pedestrian or bike route, show an alternative route and provide appropriate warning signs.”

(IV) Amend **Subsection 645.03(F) – Lane Closures** by revising lines 248 to 252 to read as follows:

“(F) **Lane Closures.** Lane closures will be allowed only during the following hours:

(1) **Day-time lane closure hours.** Lane closures will be allowed only from 8:30 a.m. to 3:00 p.m., Monday through Friday.

(a) Kamehameha Highway vicinity of Sunset Beach Elementary School (Sta. 232+00 to Sta. 252+00).

When school is in session, 1-lane, 2-way traffic control would be allowed only during the following hours:

1-lane closure	Both Directions
Mon, Tue, Thu, Fri	8:30 A.M. – 1:30 P.M.
Wednesday	8:30 A.M. – 12:15 P.M.

The Sunset Beach Elementary School has implemented a “drive-thru” student pick-up scheme when school ends in the afternoon. Traffic backup is expected during weekdays on Kamehameha Highway for vehicles waiting to enter the school driveway. Contractor shall coordinate his operations to accommodate this traffic condition when working near the school.

(b) Surfing event lane closure moratorium periods

No day-time lane closures will be allowed during major North Shore Surfing Event periods:

1. November 15 to the start of the 24-hour “No Lane Closure” restriction for the Three-week holiday period for Christmas and New Year.

See standard specs **Section 645 – Work Zone Traffic Control** for other “No Lane Closure” restrictions.

2. North Shore Surfing Events subject to the above lane closure restriction are the Van’s Triple Crown of Surfing:

- a. Reef Hawaiian Pro at Haleiwa
- b. Billabong Pipe Masters at Pipeline
- c. Van’s World Cup of Surfing at Sunset

3. Also included in the lane closure restriction is the Quicksilver in Memory of Eddie Aikau and/or other major surfing events as determined by the Engineer.

These surfing events would generally be held during the winter months of each year (e.g., from mid November to late December) based on surf conditions. Unless specially allowed by the Engineer, the no lane-closure restrictions will be for the entirety of these surfing events.

During the event window (holding period), surf conditions would be evaluated, and contest decision made on a daily basis by the surfing event organizer. Information regarding daily contest decision would be available at the organizer’s website and others (e.g., World Surf League, Surf News Network).

Based on observed traffic conditions, the Engineer may allow the Contractor to implement lane closure on non-surfing days during the surfing event window (holding period) on a case-by-case basis.

No contract time extension for the surfing event lane closure moratorium periods will be granted by the Engineer.

(2) Allowable lane closure length. Contractor shall coordinate his operations to limit the number and length of lane closures wherever feasible to minimize traffic delays while maintaining adequate and safe work area.

Maximum Individual lane-closure length shall not exceed ONE-THOUSAND (1,000) L.F., excluding lane closure tapers at both approaches. Consecutive lane closures shall be separated by a minimum distance of 1 mile.

The actual deployed lane closure length and the number of individual lane-closures allowed during different phases of construction would be subject to review by the Engineer based on prevailing traffic conditions and intersection locations.

Exceptions to lane closure hours and lengths specified require written acceptance by the Engineer. No increase in contract price or contract time will be given for lane closure restrictions specified.

(V) Amend **Subsection 645.04 – Measurement** by adding the following paragraph after line 404:

“(C) The two portable message boards (i.e., electronic message signs) for both approaches to project limits, as accepted by the Engineer, shall not be paid for separately and shall be considered incidental to the contract item No. 645.0100, Traffic Control.”

END OF SECTION 645

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.1000	Installation, Maintenance, Monitoring & Removal of BMP	L.S.	L.S.	L.S.	\$ _____
209.2000	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	\$ <u>90,000.00</u>
212.1000	Archaeological Monitoring	F.A.	F.A.	F.A.	\$ <u>100,000.00</u>
219.1000	Determination and Characterization of Fill Material	L.S.	L.S.	L.S.	\$ _____
301.1000	Hot Mix Asphalt Base Course	15	TON	\$ _____	\$ _____
305.1000	Aggregate Subbase	40	C.Y.	\$ _____	\$ _____
401.1000	HMA Pavement, Mix No. IV	10	TON	\$ _____	\$ _____
401.2000	PMA Pavement	22,000	TON	\$ _____	\$ _____
401.3000	HMA Pavement, Mix No. V, Leveling	1,200	TON	\$ _____	\$ _____
401.7000	Pavement Smoothness Incentive	Allow	Allow	Allow	\$ <u>25,000.00</u>
414.1000	Excavation of Weakened Pavement Areas	700	C.Y.	\$ _____	\$ _____
415.1000	Cold Planing	70,000	S.Y.	\$ _____	\$ _____
415.2000	Planing Pavement Profile	L.S.	L.S.	L.S.	\$ _____
416.1000	Paving Grid, GlasGrid 8511TF or Equivalent	75,000	S.Y.	\$ _____	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
507.1000	Metal Railing at Culvert BL Sta. 220+00	1	EA	\$ _____	\$ _____
507.2000	Modified Delaware Retrofit at Culvert Sta. BL 337+98.50	1	EA	\$ _____	\$ _____
507.3000	Modified Delaware Retrofit at Culvert Sta. BL 341+97.00	1	EA	\$ _____	\$ _____
603.9000	Clean Existing Culverts	F.A.	F.A.	F.A.	\$ <u>100,000.00</u>
604.1000	Type I Steel Grates	1	EA	\$ _____	\$ _____
604.2000	Type II Steel Frame and Grates	1	EA	\$ _____	\$ _____
604.3000	Type 5-A9-P Steel Frame and Grates	1	EA	\$ _____	\$ _____
604.4000	Type "1" Grated Drop Inlet, 4.00 feet to 4.99 feet	1	EA	\$ _____	\$ _____
604.5000	Type "1" Grated Drainage Structure, 1.00 feet to 1.99 feet	1	EA	\$ _____	\$ _____
606.0100	Guardrail Type, Strong Post W-beam	25	LF	\$ _____	\$ _____
606.0200	Guardrail Type, 31" W-Beam Standard 8" Offset Block	100	LF	\$ _____	\$ _____
606.0300	Guardrail Type, Strong Post Thrie Beam	378	LF	\$ _____	\$ _____
606.0400	Guardrail Type, 31" W-Beam Standard 8" Offset Block (8' Posts)	50	LF	\$ _____	\$ _____
606.0500	Guardrail Type, Strong Post Thrie Beam (8' Posts)	338	LF	\$ _____	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.0600	Terminal Section Type, Trailing-End Anchorage System	4	EA	\$ _____	\$ _____
606.0700	Terminal Section Type, MSKT or Equivalent	1	EA	\$ _____	\$ _____
606.0800	Terminal Section Type, MSKT-SP TL-2 or Equivalent	9	EA	\$ _____	\$ _____
606.1000	Guardrail Type 3 Thrie Beam Transition at Culvert BL Sta. 337+98.50	L.S.	L.S.	L.S.	\$ _____
606.2000	Guardrail Type 3 Thrie Beam Transition at Culvert BL Sta. 341+97.00	L.S.	L.S.	L.S.	\$ _____
606.3000	"D2" Endpost Upgrade at Culvert BL Sta. 337+98.50	L.S.	L.S.	L.S.	\$ _____
615.0110	16-Inch Milled Rumble Strip, Centerline	23,111	LF	\$ _____	\$ _____
623.3060	Traffic Signal Assembly (1-Way, 12-Inch, 1-3 Section Vertical with Mast-Arm Mounting) with LED Signal Lights	4	EA	\$ _____	\$ _____
623.3900	Approach-Only Microwave Vehicle Detector	2	EA	\$ _____	\$ _____
623.4001	Traffic Signal Back Plate (Louvered, Black with Border)	4	EA	\$ _____	\$ _____
623.4042	Pedestrian Push Button Pedestal with Foundation and Introduction Sign (with One Push Button)	3	EA	\$ _____	\$ _____
623.7051	Loop Detector Sensing Unit (6x6) One Loop	2	EA	\$ _____	\$ _____
623.7052	Loop Detector Sensing Unit (6x6) Two Loops	2	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
623.7054	Loop Detector Sensing Unit (6x6) Six Loops	1	EA	\$ _____	\$ _____
623.7056	Loop Detector Sensing Unit (6x6) Six Loops	1	EA	\$ _____	\$ _____
626.2000	Adjusting Water Manhole Frame and Cover	44	EA	\$ _____	\$ _____
626.3000	Adjusting Water Meter Frame and Cover	12	EA	\$ _____	\$ _____
626.4000	Adjusting Water Valve Box Frame and Cover	97	EA	\$ _____	\$ _____
629.1010	Double 4-Inch Pavement Striping (Thermoplastic Extrusion, RPM Centerline Rumble Strip)	1,595	LF	\$ _____	\$ _____
629.1011	Double 4-Inch Pavement Striping (Thermoplastic Hot Spray) Milled Centerline Rumble Strip Area)	7,836	LF	\$ _____	\$ _____
629.1020	4-Inch Pavement Striping (Thermoplastic Extrusion)	1,111	LF	\$ _____	\$ _____
629.1021	4-Inch Pavement Striping (Thermoplastic Hot Spray)	1,062	LF	\$ _____	\$ _____
629.1022	4-Inch Pavement Striping - Guide Line (Thermoplastic Extrusion)	721	LF	\$ _____	\$ _____
629.1023	4-Inch Lane Striping (10-Foot Profiled, Thermoplastic Extrusion)	88	LF	\$ _____	\$ _____
629.1024	4-Inch Lane Striping (10-Foot Profiled, Thermoplastic Hot Spray)	12,051	LF	\$ _____	\$ _____
629.1110	6-Inch Pavement Striping - Guide Line (Thermoplastic Extrusion)	110	LF	\$ _____	\$ _____
629.1111	6-Inch Pavement Striping (Thermoplastic Extrusion)	2,112	LF	\$ _____	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1210	8-Inch Pavement Striping (Thermoplastic Extrusion)	44,957	LF	\$ _____	\$ _____
629.1211	8-Inch Pavement Striping - Guide Line (Thermoplastic Extrusion)	3,751	LF	\$ _____	\$ _____
629.1300	12-Inch Pavement Striping - Diagonal (Thermoplastic Extrusion)	577	LF	\$ _____	\$ _____
629.2010	12-Inch Stop Bar (Thermoplastic Extrusion)	674	LF	\$ _____	\$ _____
629.3010	Crosswalk Marking (Thermoplastic Extrusion)	27	LANE	\$ _____	\$ _____
629.3011	Pavement Arrows (Thermoplastic Extrusion)	8	EA	\$ _____	\$ _____
629.3012	Pavement Word (Thermoplastic Extrusion)	117	EA	\$ _____	\$ _____
629.3013	Pavement Symbol - Bike Lane (Thermoplastic Extrusion)	15	EA	\$ _____	\$ _____
629.4010	Type "C" Pavement Markers	1,069	EA	\$ _____	\$ _____
629.4011	Type "D" Pavement Markers	734	EA	\$ _____	\$ _____
629.4012	Type "F" Pavement Markers	46	EA	\$ _____	\$ _____
629.4013	Type "H" Pavement Markers	54	EA	\$ _____	\$ _____
629.4014	Type "J" Pavement Markers (RPM Centerline Rumble Strip)	1,964	EA	\$ _____	\$ _____
631.1010	Regulatory Sign (10 Square Feet or Less)	122	EA	\$ _____	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
631.1020	Regulatory Sign (10 Square Feet or Less) with Post(s)	134	EA	\$ _____	\$ _____
631.1030	Regulatory Sign (10 Square Feet or Less) with Post(s) (7' Mounting Ht.)	2	EA	\$ _____	\$ _____
631.2010	Warning Sign (10 Square Feet or Less)	41	EA	\$ _____	\$ _____
631.2020	Warning Sign (10 Square Feet or Less) with Post(s)	44	EA	\$ _____	\$ _____
631.2030	Warning Sign (10 Square Feet or Less) with 7 Feet Post(s)	4	EA	\$ _____	\$ _____
631.3010	Directional Sign (10 Square Feet or Less)	6	EA	\$ _____	\$ _____
631.3020	Directional Sign (10 Square Feet or Less) with Post(s)	4	EA	\$ _____	\$ _____
632.0100	Type III Object Marker with Post(s)	14	EA	\$ _____	\$ _____
632.0200	Reflector Marker (RM-5, White) Mounted on Guardrail	110	EA	\$ _____	\$ _____
632.0420	Mile Post Marker and Route Number Plate with Post (Bi-Directional)	8	EA	\$ _____	\$ _____
635.1000	HMA Sidewalk, Mix No. IV (54 Ton)	L.S.	L.S.	\$ _____	\$ _____
636.1000	E-Construction license	F.A.	F.A.	F.A.	\$ 100,000.00
643.1000	Maintenance of Existing Landscape Areas	F.A.	F.A.	F.A.	\$ 60,000.00
645.0100	Traffic Control	L.S.	L.S.	L.S.	\$ _____

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PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
645.0200	Additional Police Officers, Additional Traffic Control Devices, and Advertisement	F.A.	F.A.	F.A.	\$ 220,000.00
648.1000	Field-Posted Drawings	L.S.	L.S.	L.S.	\$
691.1000	Longitudinal Channelizing Curb System	177	EA	\$	\$
693.1000	Terminal Impact Attenuator QuadGuard QG28024 with Tension Strut Backup or Equivalent (6 Each)	L.S.	L.S.	L.S.	\$
693.2000	Terminal Impact Attenuator QuadGuard QG28024 with Concrete Backup or Equivalent (1 Each)	L.S.	L.S.	L.S.	\$
694.0100	State-Furnished Portable Concrete Barrier	19	EA	\$	\$
694.0200	Contractor-Furnished Inertial Barrier System	4	EA	\$	\$
695.1000	Public Education Materials or Services	F.A.	F.A.	F.A.	\$ 10,000.00
696.1000	Maintenance of Trailers	F.A.	F.A.	F.A.	\$ 80,000.00
696.2000	Field Office Trailer (Not to Exceed \$42,000.00)	L.S.	L.S.	L.S.	\$
699.1000	Mobilization (Not to exceed 6 percent of the sum of all items excluding the bid price of this item)	L.S.	L.S.	L.S.	\$
SUM OF ALL ITEMS.....					\$
NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.					

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Disadvantaged Business Enterprise (DBE) Contract Goal Verification and Good Faith Efforts (GFE) Documentation For Construction

Project #:	County:
DBE Project Goal:	Prime Contractor:

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” the dollar amount of each subcontract (both DBE and non-DBE firms) for all subcontractors, manufacturers, suppliers, and trucking companies is due five (5) days after bid opening. **Failure to provide required information shall be cause for bid/proposal rejection.**

Calculation of the DBE contract goal for this project is the proportionate contract dollar value of work performed, materials, and goods to be supplied by DBEs. DBE credit shall not be given for mobilization, force account items, and allowance items. This DBE contract goal is applicable to all the contract work performed for this project and is calculated as follows:

1. DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).
2. The Department shall adjust the bidder’s/offeror’s DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	DBE (Y/N)	Bid Item Number and Description	Approx. Quantity/ Hours	Unit	Unit Price/ Rate	Dollar Amount

A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	
B. Sum of all work items less mobilization, force account items, allowance items	
A/B = DBE contract goal	

NAME and SIGNATURE of AUTHORIZED REPRESENTATIVE of PRIME CONTRACTOR:

DATE:

Summary of Good Faith Efforts (GFE)

As required by the specifications “*Disadvantaged Business Enterprise Requirements*,” if the DBE goal is not met, documentation of GFE shall be submitted within five (5) days of bid opening. The bidder is required to respond to the following questions and describe efforts to obtain DBE participation. Each item will require an explanation. Copies of correspondence return receipts, telephone logs, or other documentation will be required to support GFE. Attach additional sheets, if necessary. Based on responses given, HDOT shall make a determination of the bidders’ GFE. **Failure to provide required information shall be cause for bid/proposal rejection.**

1. Did you submit the required information five days after bid opening (i.e. DBE name, address, NAICS code, description of work, project name, and number)?
2. Explain your GFE if any, to solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform part or all of the work to be included under the contract.
 - a. Explain your GFE if any, to solicit the participation of potential DBEs as early in the procurement process as practicable.
 - b. Explain your GFE if any, to allow sufficient time for the DBEs to properly inquire about the project and respond to the solicitation.
 - c. Explain your GFE if any, to take appropriate steps to follow up with interested DBEs in a timely manner to facilitate participation by DBEs in this project.
3. Explain your GFE if any, to identify and break up portions of work that can be performed by DBEs in order to increase the likelihood that a DBE will be able to participate, and that the DBE goal could be achieved (e.g. breaking out contract items into economically feasible units to facilitate DBE participation even when you might otherwise prefer to self-perform these work items).
4. Explain your GFE if any, to make available or provide interested DBEs with adequate information about the plans, specifications, and requirements of the project in a timely manner, and assist them in responding to your solicitation.
5. Explain your GFE if any, to negotiate in good faith with interested DBEs. Evidence of such negotiations includes documenting: a) the names, addresses and telephone numbers of DBEs that were contacted; b) a description of the information that was provided to DBEs regarding the plans and specifications; and c) detailed explanation for not utilizing individual DBEs on the project.
6. Did you solely rely on price in determining whether to use a DBE? If yes please explain. The fact that there may be additional or higher costs associated with finding and utilizing DBEs are not, by themselves, sufficient reasons for your refusal to utilize a DBE or failure to meet the DBE goal, provided that such additional costs are not unreasonable. Also, the ability or desire to perform a portion of the work with your own forces, that could have been undertaken by an available DBE, does not relieve you of the responsibility to make good faith efforts to meet the DBE goal, and to make available and solicit DBE participation in other areas of the project to meet the DBE goal.
7. Did you reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities? If yes, please explain. The DBEs standing within the industry, membership in specific groups, organizations or associates, and political or social affiliation are not legitimate basis for the rejection or non-solicitation of bids from particular DBEs.

8. Explain your GFE to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
9. Explain your GFE if any, to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. If you selected a non-DBE over a DBE subcontractor, please provide the quotes of each DBE and non-DBE subcontractor submitted to you for work on the contract; and for each DBE that was contacted but not utilized for a contract, provide a detailed written explanation for each DBE detailing the reasons for not utilizing or allowing the DBE to participate in the contract.
11. Explain your GFE if any, to effectively use the services of available minority/women community organizations, minority/women business groups, contractors' groups, and local, state and federal minority/women business assistance offices or other organizations to provide assistance in recruitment and placement of DBEs.



**Disadvantaged Business Enterprise (DBE)
Contract Goal Verification and Good Faith Efforts (GFE)
Documentation
For Construction
INSTRUCTIONS**

Project #	Self-explanatory
County	County where project is located
DBE Project Goal	Indicate DBE goal listed in the proposal on P-1
Prime Contractor	Name of prime contractor
Name of Subcontractor, Supplier, Manufacturer, and Trucking Company	Company name of subcontractor, supplier, manufacturer, or trucking firm
DBE (Y/N)	Y for yes and N for no
Bid Item Number and Description	Pay item and description
Approx. Quantity/ Hours	Self-explanatory
Unit	Unit of measure
Unit Price/ Rate	Self-explanatory
Dollar Amount	Total dollar amount committed to subcontractor, supplier, manufacturer, or trucking firm
A. Dollar amount of the work to be performed by DBE subcontractors, manufacturers, and trucking companies, plus 60% of the dollar amount of DBE suppliers	Total amount of DBE participation
B. Sum of all work items less mobilization, force account items, allowance items	Total of work items minus mobilization, force accounts and allowances
A/B = DBE contract goal	Self-explanatory
Name and Signature of Authorized Representative of Prime Contractor	Self-explanatory
Date	Date form is signed
Summary of Good Faith Efforts (GFE)	Complete by answering each question in detail and providing documentation to support your GFE



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement

Trucking Company

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT the dates when the trucking firm starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
-----------------------------------------------	------------------------------------------------

TRUCKING COMPANY:	Item No.	Item Description	Unit	Unit Price / Rate	Amount
				\$	\$
				\$	\$
				\$	\$
	TOTAL COMMITMENT AMOUNT				\$

1. Number of hours contracted or quantities to be hauled: _____
2. Number of fully operational trucks to be used: _____ Tractor/trailers: _____ Dump trucks: _____
3. Number of fully operational trucks owned by DBE: _____ Dump trucks: _____ Tractors/trailers: _____

4. If Owner Operators or additional trucking companies are to be used answer the following:			
Name of Trucking Company	DBE Y/N	Estimated. Dollar Amount to be Contracted	Number and Type of Trucks (specify)
		\$	
		\$	

The prime contractor certifies by signature on this agreement to utilize the DBE trucking company as listed on the agreement form. If a DBE trucking company is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:
Prime Contractor:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:
Subcontractor (only if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
Email:	Date:

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Trucking Company INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE trucking company, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Trucking Company	Name of DBE trucking company
Item No.	List pay item number
Item Description	Description of item
Unit	Unit of measure – e.g. weight or hours
Unit Price/Rate	Cost per unit or hourly rate
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Number of hours contracted or quantities to be hauled	Approximate number of hours or tonnage to be hauled
Number of fully operational trucks to be used:	Total number of trucks to be used for the project
Tractor/Trailers	Number of tractor trailers to be used
Dump Trucks	Number of dump trucks to be used
Number of fully operational trucks owned by DBE	Number of listed DBE's trucks to be used on this project
Name of Trucking Company	If other trucking companies (DBE or non-DBE) are to be leased, list name and information about type of trucks in this section
Estimated Dollar Amount to be Contracted	Provide information about estimated cost to lease trucks
Number of Dump Trucks, Tractor/Trailer	Self-explanatory
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name

Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE trucking company will be performing work under this subcontractor
Name/Title	Name and title of the subcontractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor
Date	Date agreement is signed



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement

Subcontractor, Manufacturer, or Supplier

This commitment is subject to the award and receipt of a signed contract from the Hawaii Department of Transportation (HDOT) for the subject project. DBEs must be certified by the bid opening date.

Project #:	County:
NAICS CODE/DESCRIPTION OF WORK:	SECONDARY NAICS CODE:

*All quantities and units should match the bid tab item whenever possible.

The prime contractor shall inform HDOT of the dates when the subcontractor starts and completes all work under the subcontract.

Estimated Beginning Date (Month/Year):	Estimated Completion Date (Month/Year):
-----------------------------------------------	------------------------------------------------

SUBCONTRACTOR:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

MANUFACTURER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

SUPPLIER:	Item No.	Item	Approx. Quantity	Unit	Unit Price	Amount
					\$	\$
					\$	\$
TOTAL COMMITMENT AMOUNT						\$

The prime contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the contract DBE requirements. **IMPORTANT! The signatures of the DBE, prime contractor, and subcontractor (only if the DBE will be a second tier sub) confirms that all information on this Agreement is true and correct. Parties should sign Agreement in the order in which they are listed.**

DBE NAME:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	
Prime Contractor:	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	
Subcontractor (only if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	Date:
Email:	

HDOT retains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you.



Disadvantaged Business Enterprise (DBE) Confirmation and Commitment Agreement Subcontractor, Manufacturer, or Supplier INSTRUCTIONS

The purpose of this agreement is to secure the commitment of the bidder/offeror to utilize the listed DBE, and the DBE's confirmation that it will perform work for the bidder/offeror on this project. The information on this form shall be provided by the DBE.

Project #	Self-explanatory
County	County where project is located
NAICS Code/Description of Work	Primary North American Industry Classification System code under which DBE is certified to perform and description of work to be done
Secondary NAICS Code	List other NAICS codes firm is certified to perform
Estimated Beginning Date (Month/Year)	Date DBE shall begin work on the project
Estimated Completion Date (Month/Year)	Date DBE's work will be completed
Subcontractor	Name of DBE subcontractor (company name)
Item No.	List pay item number
Item	Description of item
Approx. Quantity	Self-explanatory
Unit	List unit of measure
Unit Price	Cost per unit
Amount	Total amount per pay item
Total Commitment Amount	Sum of all pay items and total commitment of bidder/offeror to DBE
Manufacturer	Name of DBE manufacturer
Supplier	Name of DBE supplier (aka regular dealer)
DBE NAME	DBE Company name
Name/Title	Name and title of DBE's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of DBE's representative
Date	Date agreement is signed
Prime Contractor	Company name
Name/Title	Name and title of prime contractor's representative
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of prime contractor's representative
Date	Date agreement is signed
Subcontractor (only if the DBE will be a second tier sub):	Name of subcontractor only if the listed DBE will be performing work under this subcontractor as a second tier subcontractor/supplier/manufacturer

Name/Title	Name and title of the subcontractor's representative that the listed DBE will work under as a second tier subcontractor/supplier/manufacturer
Address	Self-explanatory
Phone	Self-explanatory
Fax	Self-explanatory
Email	Self-explanatory
Signature	Signature of subcontractor's representative
Date	Date agreement is signed

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

**Project: KAMEHAMEHA HIGHWAY REHABILITATION,
VICINITY OF KAUPHI STREET TO DAIRY ROAD
FEDERAL AID PROJECT NO. NH-083-1(77)**

Prospective bidders have posted RFI's on HiePRO. Questions and responses are as follows:

1. Are Road Work Ahead and/or End Road Work Signs on Posts required on side streets along the project? If so can you please provide quantity and locations?

For Work Zone Signs on Posts, refer to Plan Sheet 65 for quantity and locations.

2. Are Post mounted Advisory Boards (Notice to Motorist) Required Per Spec 645.03(G) Advisory Signs. Submit advisory sign shop drawings. Construct, install, maintain, and remove two advisory signs as ordered by the Engineer. Place signs at locations designated by the Engineer. Provide signs, minimum 8 feet wide by 4 feet high, with black letters on orange background, and with three 4,00 pounds/foot flanged channel posts for each sign? If so, can you please provide the locations?

Advisory signs are required per 645.03(G). Location of signs to be determined by the Engineer per 645.03(G).

3. SP Section 645 states "maximum individual lane-closure length shall not exceed ONE-THOUSAND (1,000 LF)". SP Section 645 also states "If work zone traffic delays of more than 30 minutes within project limits were observed during construction, the State reserves the rights to suspend TCP". Has HDOT performed traffic study to determine if lane-closure length of 1,000 LF will not cause delays of more than 30 minutes? If so, can this study be provided? Also, noting that this 1000 LF allowable closure will already drastically reduce paving productions on this project, is it possible that the Engineer may reduce allowable closure length even further than the specified 1000 LF if it is found that traffic queues exceed 30 minutes at this length?

Per Special Provisions Section 645.03, the contractor shall develop traffic control plan based on work hours, lane closure restrictions stipulated in the contract documents, and field investigation of traffic conditions. The Contractor shall note Special Provisions Section 645.03, Lines 38-41 and 146-149 regarding delays of more than 30 minutes. The contractor can move the lane closure on the condition that it does not exceed the maximum length.

4. SP Section 645 states "Based on observed traffic conditions, the Engineer may allow the Contractor to implement lane closure on non-surfing days during the surfing event window (holding period) on a case-by-case basis." Please clarify when and how this decision will be made by the Engineer (i.e. does case-by-case basis mean the Engineer will notify the Contractor each morning if they can/cannot work?). This subjective criteria may it difficult/impossible to schedule/perform work during event holding periods and create lengthy periods of manpower/equipment standby on the project. Also, SP Section 645 states "No contract time extension for the surfing event lane closure moratorium periods will be granted by the Engineer." Please confirm that working days will not be counted against the contract time during surfing event lane closure moratorium periods or days when the Engineer decides work cannot be performed during the event holding period.

Special Provision Section 645 provides lane closure conditions, not working restrictions. During the holding period, Engineer may allow the contractor to implement lane closures based on observed traffic conditions, on a case-by-case basis. Per Special Provisions 645.03, Lines 23-27, the contractor's TCP shall be developed after field investigation of traffic conditions which includes surf events. The contractor can propose how lane closures can be implemented on non-surfing days for the Engineer to review. The contractor should contact the Engineer regarding lane closures on non-surfing days. Days during the surfing moratorium periods that the Contractor is allowed to work as determined by the Engineer will be charged as a working day. The surf forecast may be used as a general guide for surfing events during the holding period.

5. Plan sheet 9 shows a Paving Table indicating paving thicknesses of 2" and 2.5". Please clarify which bid item these two layers will be paid under

See revised sheet in Addendum No. 1

6. Plan sheet 11 shows a Reconstruction Table indicating a cold planed depth of 6.5". Is this intended to be part of Item 415.1000 Cold Planing or 414.1000 Excavation of Weakened Pavement Areas. Please clarify

See revised sheet in Addendum No. 1

7. Please indicated the vertical limits of item 414.1000 Excavation of Weakened Pavement Areas

Please refer to Plan Sheet 11, A.C Pavement Reconstruction Detail

8. Plan Sheet 3, Note 10 indicates Hydromulch seeding and grassing to be incidental to various items. Please clarify if this is intended for the entire roadway or only areas the contractor disturbs

This is only for areas disturbed by the Contractor.

9. Plan sheet 3 Note 19 indicates lower weight limits on several bridges. Please clarify the time frame the State expects Nanahu and Kawela bridges to be completed.

See revised note in Addendum No. 1

10. Plan Sheet 3, Note 30 limits lane closure lengths to 1,000 ft. Is this intended for the pavement reconstruction areas only? Since this project requires smoothness, will the State consider longer lane closures for paving the surface?

Plan Sheet 3, Note 30 is for all lane closures on the project. Special Provisions Section 645, Lines 161-162 stipulate "Exceptions to lane closure hours and lengths specified require written acceptance by the Engineer." The contractor can move the lane closure on the condition that it does not exceed the maximum length.

11. Plan sheets 23 and 24 show a significant amount of reconstruction areas that are narrower than the standard cold planer width. Will the State consider a minimum width of 8'?

Contractors shall bid accordingly.

12. This project includes paving work for HMA Sidewalks behind guardrails. Will the State consider including a separate bid item for HMA Sidewalks

Please refer to pay item 635.1000

13. Spec section page 401-27a shows categories of MRI values based on the number of lifts: Type A, Type B, Type C. How will the State evaluate the surface smoothness when the number of lifts required vary due the significant number of reconstruction areas that have a different number of lifts?

The MRI values on Special Provisions page 401-28a is for HMA/PMA lifts, not reconstruction.

14. What types of work were used by the OCR- DBE office to determine the DBE Goal?

The project engineer notifies the Office of Civil Rights (OCR) which work items are most likely to be performed by a general/prime contractor. OCR then uses the Hawaii Department of Transportation DBE Directory to identify which of the remaining work items are most likely to be done a DBE subcontractor/service provider/supplier/trucking firm.

15. Please clarify there are contradicting notes on sheet 21 - do not remove guardrail in front of power poles - note d use obstruction installation for power poles.

Posts immediately around poles to remain. Please refer to plan sheet 19 for installation at obstructions.

16. Please clarify there are contradicting notes on sheet 22 at STA 202+43.72 - do not remove guardrail in front of power poles - use obstruction installation for power poles.

Posts immediately around poles to remain. Please refer to plan sheet 19 for installation at obstructions.

17. Please clarify work hours. Is night work allowed? Note 8 on Plan Sheet 3 mentions a noise permit which is typically required for night work. However, Note 30 on Plan Sheet 3 states that all lanes need to be open from 6:30pm to 8:00am. The same note mentions night time working hours are specified in Special Provisions Section 107, but could not find the night time working hours. Also, Section 645 mentions daytime lane closures and refers to Standard Spec Section 107.03 for night work.

Revised Special Provisions 645 to delete Lines 168 to 170. Revised Note 30.

18. Note 11 on Plan Sheet 3 refers to an earth swale to be graded and is incidental to various items. Where is this located on the project?

This is referring to check dams in SWPPP.

19. Note 18 on Plan Sheet 3 refers to correcting ponding areas/low spots within resurfaced area. Can you please clarify if the Contractor is responsible for fixing existing ponding areas/low spots?

Refer to Special Provision 415.03(B)

20. Note 21 on Plan Sheet 3 requires the Contractor to provide a paved temporary route that is ADA compliant. Can you please give an example of an area on the project where this might be required?

The intent of this is provide temporary pedestrian access at all times, see details on sheet 10 for HMA sidewalks and shoulder extension detail.

21. Note 30 on Plan Sheet 3 limits the length of a single lane closure to 1,000 LF including tapers. Special Provisions Section 645 states 1,000 LF excluding tapers. Please clarify which is correct.

See Addendum No.2

22. Please confirm that Item 415.2000 Planing Pavement Profile refers to Spec Section 415.03 Paragraph B. Is the intent of section 415.03 paragraph B to have the contractor take a topographic survey of the entire project and re-design the roadway? If so, how is the contractor supposed to make changes to the profile of the roadway if no changes are allowed to existing drainage patterns or no changes in existing roadway slopes are allowed?

It should be pointed out that we require a pavement profile and not a topographic survey. The intent of this section is to assist the Contractor to meet smoothness requirements and not to re-design the roadway.

23. If existing IRI on the roadway is a lot higher than what is called for in the specifications, it is not reasonable to expect the contractor to achieve the specified IRI's. The IRI targets should be based on improvement. Please consider using payment incentives/disincentives based on existing smoothness.

Requirements in the current Specifications are for specified IRI's regardless of the existing conditions.

24. IRI requirement should be waived in sections where manholes are not adjusted as the contractor will not be able to make any changes in the grades to provide a smoother section that will meet that specification.

Refer to Special Provisions Section 401, Lines 1357 to 1374.

25. Section 415.03 paragraph B essentially is requiring the Contractor to re-design the roadway for the State. However, no existing grades or topographic information has been provided. How is the contractor supposed to quantify what will be required to meet the project specifications without the necessary information to make informed decisions? This should be included in the bid set and designed prior to bid. This entire section does not place reasonable expectations on the Contractor at the time of bid.

The intent of this section is to assist the Contractor to meet smoothness requirements and not to re-design the roadway for the State.

26. Some of the details on Plan Sheets 10 & 11 refer to a Paving Table on Plan Sheet 8. Should this referencing the Paving Table on Plan Sheet 9?

Yes, Sheets 10 and 11 revised.

27. Does the “Detail Of Paving At Paved Sideroads” apply to private driveways and other paved areas within the State R/W? For example, AC driveways located between 153+50 to 154+50 LT and area near bus shelter between 168+00 to 168+50 LT.

Please refer to typical section and plans. Paving should be ES to ES.

28. “Resurfacing At Existing Guardrail Locations” detail on Plan Sheet 10 shows an AC overlay of the existing roadway. Where does this occur?

Detail on Sheet 10 revised.

29. Contractor's takeoff quantities for PMA pavement is close to 20,000 tons which is much larger than the proposal quantity of 15,000 tons. Please confirm that we are typically resurfacing from ES to ES from the beginning of project (P.C. STA 144+20 to) to the end of project (STA 345+00). Also, please confirm if private driveways tying in to Kamehameha Hwy will need to be included in resurfacing limits.

See revised quantities.

30. In the past, protests have been the cause for postponing bids. If there was a protest, requesting copy of protest be provided.

Unless determined to be confidential, protests may be requested through the UIPA process to the Project Manager.

31. There is no place in the proposal to list trucking and other services or suppliers. Do truckers, services, manufacturers, and suppliers need to be named at time of bid?

See Addendum No.3

32. Does the "DBE Contract Goal Verification and GFE Documentation For Construction" form need to be submitted at time of bid?

See revised form.

33. Does the "Summary of GFE" form need to be submitted at time of bid?

See revised form.

34. Does the "DBE Confirmation and Commitment Agreement - Trucking Company" form need to be submitted at time of bid.

See revised form.

35. 35. Does the "DBE Confirmation and Commitment Agreement - Subcontractor, Manufacturer, or Supplier" form need to be submitted at time of bid?

See revised form.

36. On Sheet 21 for STA 144+37 to STA 147+56, per Question #15 the current posts are to be left in place and reused for obstruction Thrie Beam called on sheet 19, but the hole pattern on the exiting posts are for W-beam w/ metal spacer blocks and rub-rail and not thrie-beam with plastic blocks. Can you please clarify the intention of the call out and how to reuse the existing posts?

Existing w-beam should be left in place. Note the transition from existing note.

37. Can you please clarify the difference in call out Stations on Sheet 21 (STA 202+29.50 to STA 206+01) vs. Sheet 27 (STA 202+67 to 205+42) for GR removal?

Revise stationing

38. On Sheet 28 there is a call out for STA 212+00 to 212+78 - Remove Existing Railings Install New Metal Railings - Can you please clarify? There seems to be no railings at that location in the field. Can you also provide the pay item # that this will be paid under?

Correct, no railings. Sheet revised

39. On Sheet 32 at STA 299+80 there is a call out for a trailing end anchor. At the current installed guardrail end at that location is a concrete headwall with a steep drop off at some of the guardrail posts. Can you please clarify on how trailing end anchor will be installed?

Intent is to install trailing end anchor where the existing guardrail ends.

40. On Sheets 33 and 34, can you please clarify the call out differences for STA 337+2 to STA 339+20 Lt (sheet 33) and STA 338+12 to STA 339+20 (Sheet 34). Looks like call out for the same area, but with different information

Revised to remove call out on sheet 34.

41. On Sheet 34 Call out for STA 341+19 to STA 341+82 Rt, it says to reference sheets 47 and 48, but those sheets have drainage details, can you please clarify?

Revised to read Q7 and Q8.

42. There are three legends for RM-2 Reflector Markers on sheet 62 - can you please clarify where these RM-2s will be paid under?

Legend is current standard plan. No bid item.

43. There is a legend for Anchor Base for Portable Contra Flow on sheet 62 - can you please clarify where these RM-2s will be paid under?

Legend is current standard plan. No bid item.

44. Please confirm the proposal quantity for Bid Item No. 626.2000 and No. 626.4000 for adjusting water manhole and water valve box frame and cover. The quantities seem to be switched.

Proposal Schedule revised.

45. We are unable to locate what area of work requires Hot Mix Asphalt Base Course and Aggregate Subbase other than at the culvert concrete footing, which is only a small portion of the proposal quantities (Item No. 301.1000 & 305.1000). Please direct our attention to the location of work that will require approx. 70 Ton of Hot Mix Asphalt Base Course and approx. 120 CY of Aggregate Subbase.

Proposal Schedule revised.

46. Please specify the thickness of a.c. and thickness of bed course for the HMA sidewalk.

Revised details on Sheet 10, refer to Standard Specification 635.

47. The scaled length of the new guardrail doesn't seem to match the station callout at Sta. 337+20 to Sta. 339+20.

Bid based on callout .

48. The HMA sidewalk callout of 90 LF doesn't seem to match the length derived from the station numbers Sta. 318+97 to Sta. 319+97.

Call out on Sheet 33 revised to 100 LF

49. Please clarify which bid item the HMA pavement area under the guardrails will be paid for under.

HMA pavement under guardrails are incidental.

50. Sta. 148+40 to Sta. 148+50 Lt. reconstruction area 40'x5' is marked on the Roadway Plans but is not listed in "Reconstruction Area Schedule." Please clarify.

Revised Sheet 23 Reconstruction Area Schedule to include area.

51. Sta. 304+85 to Sta. 305+00 Rt. reconstruction area 15'x11' is marked on the Roadway Plans but is not listed in "Reconstruction Area Schedule." Please clarify.

Revised Sheet 24 Reconstruction Area Schedule to include area.

52. Sta. 316+90 to Sta. 317+50 Lt. & Rt. are marked as 11' wide on the "Reconstruction Area Schedule" but callout on the Roadway Plans shows only 5.5' wide on each side of the road. The scaled area does not seem to match between the sheets for this reconstruction area. Please clarify.

Revised Sheet 24 Reconstruction Area Schedule to read 5.5' wide.

53. Sta. 178+00 to Sta. 178+50 Rt. reconstruction area is called out as 6' on the Roadway Plans but is listed as 11' in the "Reconstruction Area Schedule." Please clarify.

Revised Sheet 26 to reflect 11'

54. Sta. 178+00 to Sta. 178+70 Rt. reconstruction area is called out as 5' on the Roadway Plans but is listed as 6' in the "Reconstruction Area Schedule." Please clarify.

Revised Sheet 26 to call out 6' wide.

55. Please clarify which bid item the wheel chair turning pads work will be paid for under. It appears that the Bid Item No. 401.1000 HMA Pavement, Mix No. IV quantity may be only for the shoulder extension work.

Sheet 11 calls for Bid Item No. 401.2000 PMA Pavement