STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

ADDENDUM NO. 1

FOR

INTERSTATE ROUTE H-1 REHABILITATION
MIDDLE STREET TO VICINITY OF WARD AVENUE
FEDERAL-AID PROJECT NO. IM-H1-1(269)
DISTRICT OF HONOLULU
ISLAND OF OAHU

JUNE 17, 2013

The following amendments shall be made to the Bid Documents:

A. PLANS

1. Remove sheets 27, 30, 31, 33, 34, 115, 117, 122, 127, 134, 138, 139, 240, 241, 243, 244, 245, 246, 255, 258, 259, 265, 274, 276, 277, 281, 282, 291, 292, 293, 294, 295, 296, 297, 302, 303, 304, 305, 306, 308, 309, 310, 311, 312, 313, 315, 321, 323, 324, 325, 326, 327, 328, 330, 332, 333, 341, 344, 346, 347, 353, 354, 355, 356, 357, 358, 367, 368, 369, 373, 375, and 377 and replace with attached sheets ADD.27, ADD.30, ADD.31, ADD.33, ADD.34, ADD.115, ADD.117, ADD.122, ADD.127, ADD.134, ADD.138, ADD.139, ADD.240, ADD.241, ADD.243, ADD.244, ADD.245, ADD.246, ADD.255, ADD.258, ADD.259, ADD.265, ADD.274, ADD.276, ADD.277, ADD.281, ADD.282, ADD.291, ADD.292, ADD.293, ADD.294, ADD.295, ADD.296, ADD.297, ADD.302, ADD.303, ADD.304, ADD.305, ADD.306, ADD.308, ADD.309, ADD.310, ADD.311, ADD.312, ADD.313, ADD.315, ADD.321, ADD.323, ADD.324, ADD.325, ADD.326, ADD.327, ADD.328, ADD.330, ADD.332, ADD.333, ADD.341, ADD.344, ADD.346, ADD.347, ADD.353, ADD.354, ADD.355, ADD.356, ADD.357, ADD.358, ADD.367, ADD.368, ADD.369, ADD.373, ADD.375, and ADD.377 dated 6/17/13.

2. Sheet 13. Amend "TYPICAL SECTION – STA. 49+22 TO STA. 56+00" to read, "TYPICAL SECTION – STA. 46+00 TO STA. 56+00".

3. Sheet 20. Amend the second sentence of Roadway Construction Note 4 to read as follows, "Additional reconstruction width required by the Contractor to adequately accommodate his paving equipment for placement in accordance with the specifications is assumed to be 8' wide

and has been accounted for in the estimated quantities for HMAB and Excavation of Weakened Pavement Areas."

4. Sheet 20. Add the following to Roadway Construction Note 5, "Longitudinal dropoffs shall be tapered at a minimum rate of 6:1. All tapers shall be saw cut, removed, and cleaned prior to paving the adjacent lane."

5. Sheet 20. Amend the second sentence of Roadway Construction Note 9 to read as follows, "Longitudinal dropoffs within the travel lanes will not be allowed during cold planing operations."

6. Sheet 262. Revise Legend item 5 from, "Remove Exist Highway Lighting Standard & Demolish & Backfill Concrete Base to 24" Below Finish Grade." to read, "Remove Exist Highway Lighting Standard & Demolish & Backfill Concrete Base to 12" Below Finish Grade."

7. Sheet 262. Revise Legend item 13 from "New Highway Lighting Pullbox Type "A" to read, "New Highway Lighting Pullbox"

8. Sheet 263. Revise note 15 to read, "Remove Existing Conductors in Existing 2" Conduit after new wiring is installed and luminaires are in operation."

9. Sheet 269. Revise conduit callout "18" between Westbound LP-16 and LP-18 to "28"

10. Sheet 272. Replace junction boxes symbol at Westbound LP-52 to pullboxes.

11. Sheet 272. Revise light standard callout "10" for Westbound LP-52 to "30".

12. Sheet 278. Delete light standard callout "16" at Westbound Station 183+15 Lt.

13. Sheet 351. Revise sheet title to read, "TYPICAL RETAINING WALL AND BRIDGE RAILINGS CONTROL JOINTS, SECTION, AND DETAILS"

B. SPECIAL PROVISIONS

1. Delete Table of Contents on pages 1 through 4 and replace with attached Table of Content pages 1 though 4 dated 6/17/13.

2. Delete Special Provision pages 107-1a through 107-3a and replace with attached Special Provision pages 107-1a through 107-3a dated 6/17/13.

3. Delete Special Provision page 107-31a and replace with attached Special Provision pages 107-31a through 107-38a dated 6/17/13.

4. Delete Special Provision Section 414 and replace with attached Special Provision Section 414 dated 6/17/13.

5. Delete Special Provision Section 415 and replace with attached Special Provision Section 415 dated 6/17/13.

6. Delete Special Provision Section 507 and replace with attached Special Provision Section 507 dated 6/17/13.

7. Amend Special Provision Section 540, page 540-1a from lines 6 to 8 to read as follows:

   "**540.01 Description.** This Section describes installing portions of the bridges as shown on the contract documents with very early strength latex modified concrete (VESLMC)."

8. Amend Special Provision Section 621, page 621-8a by deleting lines 323 through 329.

9. Amend Special Provision Section 671, page 671-1a by inserting the following after line 23:

   "**(F)** Install stabilization pins for all portable concrete barriers."

C. PROPOSAL

1. Delete Proposal Schedule pages P-8 through P-18 and replace with attached Proposal Schedule pages P-8 through P-18 dated 6/17/13.

D. PRE-BID MEETING

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

E. REQUEST FOR INFORMATION / REQUEST FOR CLARIFICATION

1. Regarding the binder for SMA, is 'Elvaloy' an acceptable modifier?

   Elvaloy elastomeric polymer modifier is acceptable.

2. Will a longitudinal cold planed transition be acceptable? This will allow the contractor to minimize impacts to traffic by not having to close the entire freeway.

   Longitudinal cold planed transitions will not be allowed.

3. Please verify that note #3 on sheet 20 includes the areas for Pavement Reconstruction of Weakened Pavement areas.

Note 3 on plan sheet 20 includes weakened pavement reconstruction areas.

4. Does the State have an area designated for the pavement test strips?

The State does not have a designated location for the SMA test strips. The Contractor may select a location that is acceptable to the Engineer.

5. Plan sheet 34, Eastbound approx. station 128+00 shows a reconstruction section 145' x 12'. This section appears to be partially in the shoulder and partially in the mainlanes. Which pavement section would this follow?

The portion within the existing pavement area shall be reconstructed per the mainlane pavement structure (refer to legend). The widened portion fronting Retaining Wall 3 shall consist of new pavement as indicated in Note 4 on plan sheet 34.

6. According to special provision section 414.03, if unsuitable (material) is encountered, the Contractor shall remove 8" of unsuitable material and dispose of it. The disposal of unsuitable material shall follow Subsection 201.03(f) which is a lump sum clearing and grubbing item. If it cannot be determined pre-bid, how much unsuitable material will be encountered, how can the Contractor determine how much material to dispose of? Could this be changed to a unit price item?

Disposal procedure shall be in accordance with Subsection 201.03(f). Payment for disposal of unsuitable material shall be included in the unit price of geotextile fabric or geogrid per special provision subsection 414.05.

7. Does resurfacing begin at station 46+00 as shown on sheet 26 or station 49+22 as shown on sheet 13?

The resurfacing limits begin at Sta. 46+00.

8. What are the vertical limits for item 414.0100- Excavation of Weakened Pavement Areas? Top of existing to the bottom of the pavement section? Does this item also include removing that asphalt paving on all of the bridges?

The estimated quantity for excavation of Weakened Pavement Areas is considered from the top of the existing pavement to the bottom of the proposed pavement section. Removal of existing AC pavement on the bridges will be paid under Section 415 – Cold Planing of Existing Pavement.

9. Section 414.03 (pg 414-1a, rows 33-34) calls for unsuitable subgrade to be ...backfilled with borrow excavated material...; Section 414.05 (pg 414-2a, rows 83-84) indicates that payment is for ...backfilling with select borrow...As there is a bid item for "Furnishing and Storing Borrow Excavated Material for Reconstruction of Weakened Pavement Areas", presumably the intent is to have unsuitable subgrades removed and replaced with geotextile, and borrow excavated material. Please confirm or clarify.

Correct. Unsuitable subgrade material shall be removed and replaced with geotextile and borrow excavated material.

10. With reference to SP section 107, pg 107-1a, rows 28-35: For this bid, the amount for bridge renovation work is much smaller in comparison to the total bid amount, yet the specification requirement requires a builder risk policy on the contract amount. We respectfully request this requirement be reviewed as it adds a disproportionate amount of insurance cost for this particular bid. The budgeted monies would be more efficiently utilized if the insurance requirements were amended to cover only the bridge renovation cost, rather than the entire contract amount.

Refer to revised Special Provision Section 107.

11. Spec Section 621.02(A)(2)(c) VTC Controller Cabinet. Under this Section, the following Items are called for: Item# 2 - Cabinet's Main Breakers shall be rated as 50 Amps, Item# 3 – Front and back fluorescent lights activated upon opening any door, Item# 4 – Convenience GFI receptacles. These all indicate an incoming 120VAC Main Feed.

Delete the following subsections from Special Provision Section 621: 621.02(A)(2)(c)(2), 621.02(A)(2)(c)(3), and 621.02(A)(2)(c)(4).

12. Several of these VTC Sites will have a Solar Power System as illustrated on Drawing 68 (Sheet No. T-6). The Solar Power Systems are usually rated at either 12VDC or 24VDC. Will a DC to AC Inverter have to be provided in order to energize the GFI Outlet and Fluorescent Lights?

DC to AC inverter is not required since all sites will utilize solar power system.

13. Respectfully request confirmation of proposal quantities for proposal items 511.3000 & 511.4000. They do not seem to match count and details for electrical light poles.

Refer to revised Proposal Schedule.

14. With reference to Structural Note sheet S0.3 (#294) Materials Note 4(A)(2), Structural sheets SN3.1 to SN4.4, and SP section 540.01, request

clarification on whether VESLMC required at Nuuanu Stream bridge pier and abutment corbels.

VESLMC is not required for Nuuanu Stream bridge piers and abutment corbels.

15. We have a question regarding the scope of work for the guardrail. Plan sheet R-12 from approx. Sta. 96+00 to 103+00 Left indicates to remove existing metal guardrail. Is there new guardrail to be install(ed) in this area? Is it thrie beam? If so, at the ends Sta. 96+00 and 103+00 are these to be thrie beam connections to the concrete end post or barrier per sheet SP5.1? If not please provide details of the ends of this guardrail.

New guardrail to be installed along the Westbound shoulder between Sta. 96+00± and 103+00± shall be strong post thrie beam. The guardrail connection at Sta. 96+00± Lt. shall be per plan sheet SP5.1. The guardrail connection at Sta. 103+00± Lt. shall be per plan sheets SP5.1 and SP6.2.

16. On sheet 27-28 the call out for guardrail, with the steep drop off behind the guardrail are longer posts (8 foot posts) required then the 6 foot posts called out on sheet 60.

6-foot posts are acceptable when the grade break is a minimum of 2-feet beyond the back of the guardrail post.

17. On sheet 30 there are two call outs for Thrie Beam Connection, but there is no details for the thrie beam bridge connection (see attached for example from DOT). Also, there are no lengths of the W-Beam GR or the thrie beam bridge connection (per attached sheet 25 LF).

Thrie beam connection details for the Palama Separation end posts shall follow plan sheet SP5.1. Pay limits for thrie beam guardrail are provided on sheet SP5.1. W-beam guardrail is the balance of the connection.

18. On sheet 31 the guardrail on the outbound section there is no length provided, and also similarly to sheet 30 there are no call outs for thrie beam bridge connection and also the same connection of the concrete wall at Sta. 103+06.18.

Thrie beam connection details for the Palama Separation end posts shall follow plan sheet SP5.1. The thrie beam connection at Sta. 103+06.18 Lt shall follow plan sheets SP5.1 and SP6.2.

19. On sheet 31, the guardrail on the inbound section the call out for Thrie Beam Connection, but there is no details for the thrie beam bridge connection (see attached example from DOT). Also, there are no lengths

of the W-Beam GR vs the thrie beam bridge connection (per attached sheet 25 LF).

Thrie beam connection details for the Palama Separation end posts shall follow plan sheet SP5.1. Pay limits for thrie beam guardrail are provided on sheet SP5.1. W-beam guardrail is the balance of the connection.

20. Finally is there a detail for the median sign post that will be installed on the median barrier? Does the concrete glare screen impact the existing sign posts that are on the existing concrete barrier?

New median barrier mounted sign posts are not required. Existing sign posts that conflict with the glare screen are to be removed.

21. Please consider this letter of substitution from the listed Inertial Barrier System to add an equal system – ACZ-350.

The use of ACZ-350 for temporary traffic control is acceptable provided it meets NCHRP-350 test level 3 criteria.

22. Please consider this letter of substitution (approved equal) from 670.1000 Portable Concrete Barriers to Vulcan Steel Barriers.

Vulcan Steel Barriers will not be accepted as a substitute for Portable Concrete Barriers.

23. How will the State allow Warm Mix and RAP for SMA Mix?

Warm Mix is acceptable for the SMA Mix. RAP is not acceptable.

24. Sheet R-08 (#29) and sheet R-11(#30) both call out for new guardrail but have no reference to removing existing guardrail. Line type would indicate there is existing guardrail. Please confirm existing guardrail is to be removed at these locations.

All existing guardrail which conflicts with new guardrail installation shall be removed.

25. Sheet R-12 (#31) calls out for the removal of existing guardrail but has no reference for the installation of new guardrail at the same location. Line type would indicate new guardrail is required. Please confirm that new guardrail is to be installed in this location.

If this is in regards to Westbound H-1 between Palama off-ramp and Palama Separation, strong post thrie beam guardrail shall be installed as indicated on sheet 31.

26. Bid Item 670.1000 Portable Concrete Barrier has a quantity of 257 each. A takeoff of required barrier shown to be installed on "Traffic Control Plan Phase I – Temporary Stripping" drawings shows that 347 each portable concrete barriers are required for the entire phase. Is it HDOT's intent that a total of 257 barriers be purchased and re-handled within phase I to construct it in increments, or will the contractor be required to furnish all 347 portable barriers at one time? Please clarify.

It is expected that 257 barriers will be used in increments and reset within traffic control phase I to accommodate all of the work areas. The Contractor may elect to use more or less barriers throughout the project. At the end of the project, the Contractor shall furnish to the State the required number of barriers stated in the proposal schedule. Additional barriers furnished by the Contractor in excess of those listed in the proposal schedule will not be paid and shall remain the property of the Contractor at the end of the project.

27. As discussed at the pre-bid and defined by note 4 on sheet R-01 (#20), additional quantities for HMAB, HMA, and SMA have been included in the bid proposal to accommodate the contractor's equipment to reconstruct shoulder widening areas – up to eight feet. The typical sections define that excavation for all reconstruction areas is to be paid in item 414.0100 – Excavation of Weakened Pavement Areas. Has additional quantity been included in this item as well to reflect this allowance – of up to eight feet? Please clarify.

Yes, a minimum 8-foot wide reconstruction area has been included in the estimated quantity for Excavation of Weakened Pavement Areas.

28. With reference to plan sheet 34, and Note #7: Where is the location of the existing box culvert that is to be exposed and inspected for pre-existing damage?

The approximate location corresponds to the 100'x12' reconstruction area in the vicinity of westbound Sta. 132+00.

29. For GRS system shown on plan sheet 52 and detail sheet 56, we respectfully request a layout drawing for the installation.

The GRS limits are provided on sheet 52. The section is provided on sheet 56.

30. Request clarification for bid item 305.1000, "Aggregate Subbase". Where is this work required?

Aggregate subbase is required for the pavement widening in the vicinity of Nuuanu Stream Bridge and above the footings for the retaining walls.

31. With respect to bid items #507.0100 and 602.0600, elevation A&B/SN2.2, and detail 1/SW3.4: The payment section for 507.0100 (page 507-1a, row 27) indicates that dowels are paid for under section 507, but there is also a bid item for "Stainless Steel Dowels for Bridge Railings..." (602.0600). Please clarify which pay item stainless steel dowels for bridge railings will be paid for.

Payment for stainless steel dowels shall be made under pay item 602.0600. The stainless steel dowel locations are at the joints of the bridge railings, barriers, and retaining walls.

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

GLENN M. OKIMOTO, Ph.D.
Director of Transportation

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END OF TABLE OF CONTENTS

SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Make the following amendments to said Section:

(I) Amend **107.01(B)(1) – Commercial General Liability (Occurrence form)** from lines 61 to 62 to read as follows:

"**(c)** Bodily Injury & Property Damage Insurance."

(II) Amend **107.03 – Working Hours; Night Work** by adding the following after line 142.

"The State has applied for a Noise Variance for this project through the Department of Health according to 'Hawaii Administrative Rules Title 11, Chapter 11-46-8' for the night work. Should the Department of Health modify, suspend or revoke the Noise Variance, the State will have the right to have part or all of the contract work done during the day. The Engineer and the Contractor will negotiate compensation for doing such work during the day.

The Noise Variance is granted from July 1, 2013 to August 1, 2014 and allows work during the following hours:

Monday to Thursday, from 6:00 pm to 7:00 am
Friday, from 6:00 pm to Saturday 9:00 am
Saturday, from 6:00 pm to Monday 7:00 am

subject to the following conditions during the variance hours:

(1) Use of jackhammers, jumping jacks, hoe rams, and vibratory sheetpile drivers shall be prohibited after 10:00 pm.

(2) Use of cold planer shall be prohibited after 12:00 am.

(3) Contractor shall make every effort to minimize noise emanating from the project.

(4) The use of reverse signal alarms shall be prohibited between 8:00 pm and 7:00 am. The alternative method utilizing a ground guide for signaling shall be employed.

(5) Traffic noise from heavy vehicles traveling to and from the construction site shall be minimized near residences.

(6) The Contractor shall have a job-site inspector to whom immediate complaints can be forwarded for prompt response and who shall have the general responsibility of monitoring quiet work procedures.

(7) The Contractor shall give sufficient notice regarding the project to any residents that may be impacted by the nighttime activity. The notification for the planned nighttime activity shall also contain the name and telephone number of the job-site inspector. In addition, a copy of any notifications, as well as progress reports, shall be sent to the Indoor and Radiological Health Branch.

(8) If noise level is such that the numerous complaints are received by the Department, the Contractor shall cease operations upon receipt of an order and complete the project during hours on weekdays and weekends as directed.

(9) The Contractor shall notify the Indoor and Radiological Health Branch, State Department of Health, as to the date and time of any variance hour activity as soon as the dates are confirmed and also when the project is completed.

(10) Should the duration of the project continue beyond the expiration date, the Contractor shall submit a request for extension to the Engineer along with an updated work at least one (1) month prior to August 1, 2014.

(11) Pursuant to H.R.S., Chapter 342F, Section 342F-5(d)(3), the Contractor shall perform noise sampling during the variance hours and report the results of such sampling to the Indoor and Radiological Health Branch"

(III) Amend 107. 13(A) – Erosion, Siltation and Pollution Control by adding the following after line 376.

"All work in the Nuuanu Stream area shall be constructed above the Ordinary High Water Mark (OHWM). Capture and contain all debris so that none shall fall into the stream below the OHWM. All violations and penalties for non-compliance shall be paid for by the Contractor. The Engineer will not grant a time adjustment, cost adjustment, or both, due to the Contractor's non-compliance which results in the project requiring a permit(s) to work in the stream below the OHWM."

(IV) Add the following **Subsection 107.18 – Indemnification Agreements** after line 745.

"**107.18 – Indemnification Agreements.** Execute Indemnification Agreements with the State of Hawaii Department of Education (TMK 1-6-21:5); the Bishop Museum (TMK 1-6-24:41); and the State of Hawaii Department of Accounting and General Services (TMKs 1-6-24:3 and 1-6-24:38). Copies of the fully

executed Indemnification Agreements, including Insurance Certificates, shall be submitted to the Engineer prior to work commencing within those properties.

The executed Right-of-Entry Agreement between the State Department of Transportation and the Department of Education (TMK 1-6-21:5) is included in this Section. The Right-of-Entry Agreements with the Bishop Museum (TMK 1-6-24:41) and the State of Hawaii Department of Accounting and General Services (TMKs 1-6-24:3 and 1-6-24:38) will be similar except insurance requirements are as reflected in the Indemnification Agreements. The remaining Right-of-Entry Agreements will be provided to the successful Bidder. The Contractor shall comply with the conditions stated in the Right-of-Entry Agreements for each owner."

RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of _____, between DEPARTMENT OF TRANSPORTATION , (hereinafter referred to as the "DOT") and HAWAII STATE PUBLIC LIBRARY SYSTEM, (hereinafter referred to as "HSPLS") by its _____.

WITNESSETH THAT:

WHEREAS, DOT requires a temporary right-of-entry onto property owned by HSPLS located at TMK No. 1-6-24:038 and 003, situated in Honolulu, Hawaii, (hereinafter referred to as the "Property"), as shown on Exhibit "A", attached hereto and incorporated herein by reference, for preliminary assessments relating to the removal and installation of highway lights (hereinafter referred to as the "Project");

WHEREAS, the temporary right-of-entry is required for the purpose of allowing DOT access to its property to perform its highway improvement project, adjacent to the Property as described in the Scope of Work, attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, HSPLS is desirous of cooperating with DOT;

NOW, THEREFORE, in consideration of the promises contained herein, DOT and HSPLS agree as follows:

1. Grant of Entry. HSPLS hereby grants to DOT, its officers, employees, contractors and consultants, permission to enter upon the area of the Property as shown on Exhibit "A", for the purpose of gaining access to DOT's property. DOT shall consult with the Kalihi-Palama Library administration at least ten calendar days prior to the intended day of entry onto the Property.

2. Indemnification. DOT shall ensure that its contractors, consultants, and/or persons acting for or on its behalf shall indemnify, defend, and hold harmless HSPLS and its officers, employees, and agents from and against all liability, loss, damage, cost, expense, and injury or death of an individual and/or property including all attorneys' fees, and all claims, suits, and

demands therefore, arising out of or resulting from the acts or omissions of the contractors under this Right-of-Entry Agreement or relating to or connected with this Right-of-Entry Agreement.

3. Insurance. DOT shall require its contractors and consultants for the Project to purchase and maintain at its expense, the following insurance for the term of this Agreement:

a. Commercial General Liability (CGL) Policy. Commercial General Liability Insurance, including automobile accident liability, contingent liability, contractual liability, and products on the Property with a combined minimum single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

b. Workers' Compensation Policy. Workers' Compensation Insurance as required by applicable law.

c. Employers' Liability Coverage. Employers' Liability Insurance with limits of liability no less than the minimum single limit of One Hundred Thousand Dollars ($100,000).

4. Insurance; other requirements. The aforesaid insurance policies (except for the Workers' Compensation Policy) shall name HSPLS as an additional insured.

5. No unreasonable interference. DOT agrees not to unreasonably interfere with HSPLS's facilities, operations and activities on the Property. The agreement of no interference includes the activities of DOT's contractors and consultants, in, on, or connected with the Property. HSPLS reserves the right, upon twenty-four (24) hour written notice to DOT, to stop any work being performed on said Property that HSPLS deems detrimental, harmful, noxious or injurious to HSPLS's property or personnel, and DOT shall cease any work until a subsequent written notice from HSPLS rescinds the stop order.

6. Clean Premises. At all times herein, DOT, its officers, employees, consultants, volunteers, and/or persons acting for or on its behalf shall keep the ROE area or premises in a reasonably clean, sanitary and orderly condition.

7. Condition of Premises/Assumption of Risk. DOT hereby agrees and acknowledges that HSPLS has not made any representation or warranty, implied or otherwise, with respect to the condition of the Property, including any dangerous or defective conditions existing in or on the Property, whether or not such conditions are known to HSPLS or reasonably discoverable by DOT. DOT agrees that HSPLS shall not be held responsible for any injury or damage to DOT or

any individual or entity permitted by DOT to enter the Property on DOT's behalf due to the presence of hazardous materials on or in the Property. DOT further agrees that all property, approved improvements, and equipment of DOT kept or stored on the property during the term of this ROE shall be so kept or stored at the sole risk of DOT.

8. Historic properties and burial sites. In the event any unanticipated sites, historic properties, burial sites as defined in section 6E-2, Hawaii Revised Statutes, or remains such as bone or charcoal deposits, rock or coral alignments, pavings or walls are encountered, DOT, its officers, employees, volunteers, consultants, and/or persons acting for or on its behalf in the exercise of this right-of-entry shall stop work and contact the State Historic Preservation Division, Department of Land and Natural Resources, in Kapolei at (808) 692-8015 immediately.

9. Pollution control. DOT shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from DOT's use, maintenance, repair and operation of the right-of-entry area and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the right-of-entry area and its surrounding waters of such pollutant or contaminant and restore to HSPLS's satisfaction the areas affected by such pollution or contamination, all at the cost and expense of DOT.

10. Notice. In the event of any material change in the condition of the Property, whether through the acts or omissions of DOT or otherwise, or any defect discovered on the Property, DOT shall immediately notify HSPLS of the change in condition of the Property or the defect. "Material change" includes, but is not limited to, any change, which may create a risk of harm to users of the Property or HSPLS personnel, or any change which exposes the Property to rapid deterioration in excess of normal weathering. In the event the material change is caused by DOT, and said Property has not been obtained by DOT by the expiration of this right-of-entry agreement, DOT is obligated to fix the material change at no cost to HSPLS..

11. DOT responsibility. DOT shall be responsible, to the extent permitted by law, for damage or injury caused by DOT's officers and employees in the scope of their employment provided that DOT's liability for such damage or injury has been determined by a court or agreed to by DOT. DOT shall pay for such damage and injury provided that funds are appropriated and allotted for that purpose.

DOT shall require its contractors and consultants for the Project to follow standard practices and procedures to ensure the safety of the public and staff while working on the library premises of which the Property is a part; be responsible for initiating, maintaining and supervising all safety operations and programs in connection with the work; and be responsible to keep the public and staff away from the areas where the contractors and consultants will be working.

12. Term. The term of this Agreement shall be 18 months from the effective date of this Agreement, unless sooner terminated by either party upon written notice supplied to the other party, at least ten (10) days in advance; or unless extended in writing by mutual agreement of the parties.

13. Heading, captions. The headings and captions used herein are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which they may pertain.

14. Binding effect. The term "HSPLS", wherever used herein shall include HSPLS, its successors and assigns. The term "DOT", wherever used herein shall include the DEPARTMENT OF TRANSPORTATION and its permitted assigns. This instrument shall be binding upon and shall inure to the benefit of HSPLS and DOT, and their successors and assigns.

15. Assignment. DOT may not assign or otherwise transfer, any interest in this Agreement without the written consent of HSPLS.

16. Amendment. This Agreement shall not be amended except in writing signed by the parties.

17. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the matters set forth in this Agreement, and there are no agreements, understandings, warranties, or representations between the parties except as set forth herein.

18. Prohibited Use. Any use of the Property not authorized herein shall constitute a material breach of this ROE and upon such breach, HSPLS may terminate the ROE forthwith without notice and pursue any other remedies to which the HSPLS is entitled to by law or under this ROE.

19. No Lien. DOT shall not (a) create, incur, or assume any attachment, judgment, lien, charge or other encumbrance on the Property or any improvements thereon; or (b) suffer to exist any such encumbrance other than one created, incurred, or assumed by HSPLS.

20. Non transferrable. This ROE or any rights hereunder shall not be sold, assigned, conveyed, or otherwise transferred or disposed of without HSPLS's express prior written consent.

21. Governing Law. This ROE shall be governed by and construed under the laws of the State of Hawaii.

22. Compliance with Laws and Regulations. DOT shall, at all times during the term of this ROE, observe and comply with all applicable laws, rules and regulations, whether DOT, HSPLS or federal, including but not limited to, the laws applicable to the use of the Property and the securing of any and all necessary governmental and other approvals and permits for the use of the Property.

23. Counterparts. This ROE may be executed in counterparts, each of which shall be deemed an original and said counterparts shall together constitute one and the same instrument.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

DEPARTMENT OF TRANSPORTATION

By _____
Glenn M. Okimoto, Ph. D
Its Director of Transportation

Date MAY 21 2013

APPROVED AS TO LEGALITY, FORM, EXCEPTIONS, AND RESERVATIONS:

_____
Deputy Attorney General
Print Name: JULIA H. VERBRUGGE
State of Hawaii
Date: MAY 20, 2013

APPROVED AS TO FORM

By _____
Deputy Attorney General

Date May 14, 2013

HAWAII STATE PUBLIC LIBRARY SYSTEM

By _____
Print Name Richard Burns
Its State Librarian

Date May 15, 2013

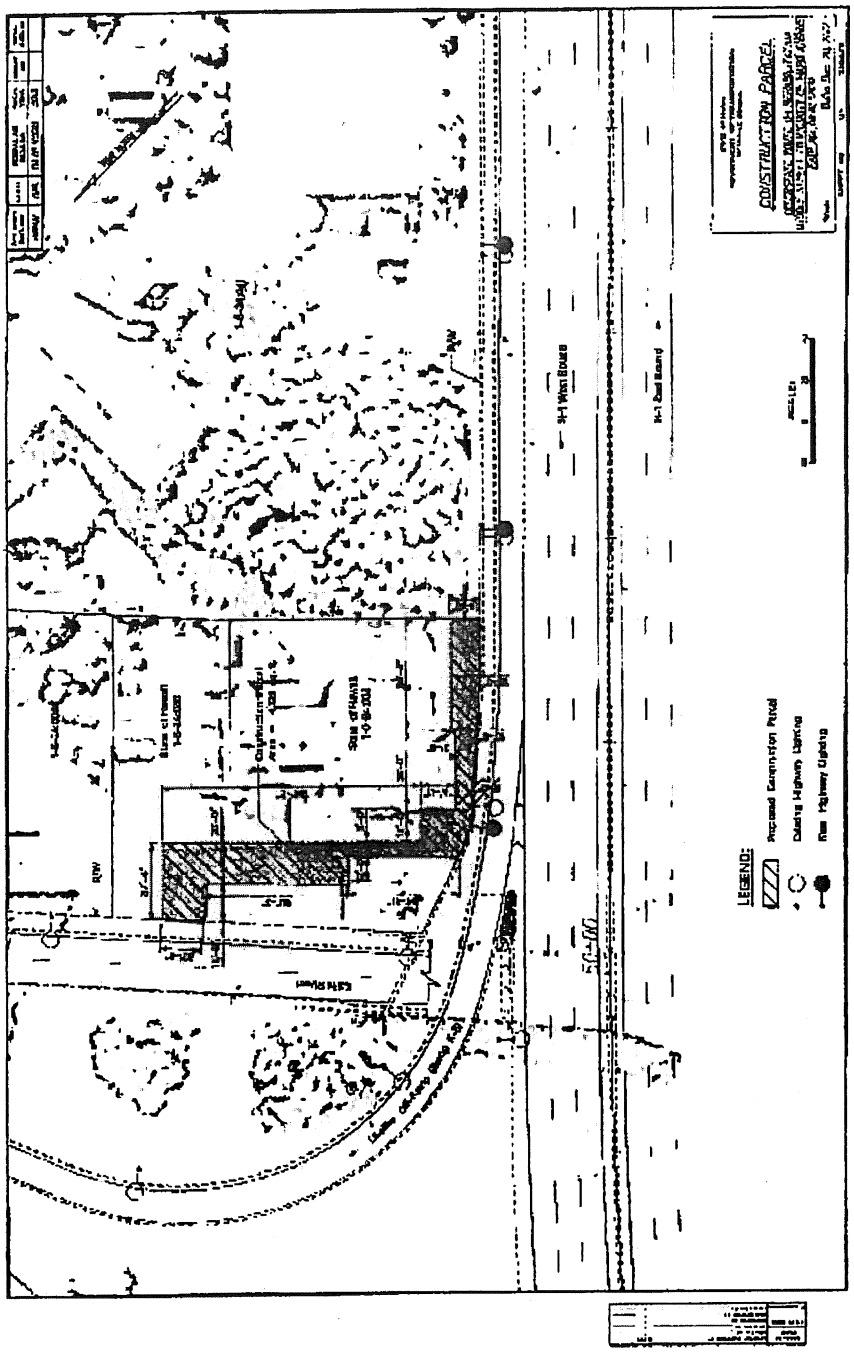
CONSTRUCTION PARCEL
LEGEND:
Proposed Construction Parcel
Existing Highway Lighting
New Highway Lighting
H-1 West Bound
H-1 East Bound

EXHIBIT A

EXHIBIT "B"

Scope: Right-of-Entry is required to allow DOT's authorized personnel and contractors access onto property owned by HSPLS to allow access onto DOT's Right-Of-Way (ROW), running along the Likelike Off-Ramp and Kalihi Street. The highway improvement project entails removal and installation of a new highway light pole located on the existing retaining wall, installation of new conduit and wiring, and restoration of landscaping. The Right-of-Entry is necessary to allow access onto DOT's Right-Of-Way only.

Duration: The term of this Right-of-Entry Agreement shall be for eighteen months (18); unless extended in writing by mutual agreement of the parties.

Miscellaneous

Point of Contact: Construction matters - Mr. Lester Lau, Resident Engineer, Ph. No. 486-2435.

Right-of-Way Issues – Mr. Bruce Shimokawa, Principal Right-of-Way Agent, Ph. No. 692-7333.

"

END OF SECTION 107

Delete **Section 414 – Reconstruction of Weakened Pavement Areas** in its entirety and replace it with the following:

"SECTION 414 – RECONSTRUCTION OF WEAKENED PAVEMENT AREAS

414.01 Description. This Section describes reconstructing weakened pavement areas of the existing roadway.

414.02 Materials.

Borrow Excavated Material	203
Hot Mix Asphalt Base Course	301
Geotextile	716.06
Geogrid	721

414.03 Construction.

Prior to construction of weakened pavement areas, furnish borrow excavated material, geotextile, and geogrid. Borrow excavated material, geotextile, and geogrid shall be stored within the project limits and be readily available on short notice.

Saw cut and excavate weakened pavement areas as indicated in the contract documents. Reconstructed area boundaries shall have square vertical faces after saw cutting. Prepare bottom of excavation until it is visually firm and unyielding. The Engineer shall determine acceptance.

If unsuitable subgrade material is encountered at bottom of specified excavation, as ordered by the Engineer, remove 8-inch depth of unsuitable material. Place geotextile per manufacturer's specification or recommendation. Backfill with borrow excavated material and compact until it is visually firm and unyielding. The Engineer shall determine acceptance. Dispose unsuitable subgrade material in accordance with Subsection 201.03(F) – Removal and Disposal of Material.

If the bottom of the specified excavation is within the subbase of the existing pavement, and the Contractor is unable to compact the subbase to a firm and unyielding condition, as ordered by the Engineer, the Contractor shall remove two (2) inches of subbase material. Place geogrid per manufacturer's specification or recommendation. Replace two (2) inches of subbase material and compact until it is visually firm and unyielding. The Engineer shall determine acceptance. Dispose unused subbase material in accordance with Subsection 201.03(F) – Removal and Disposal of Material.

Backfill excavated areas to existing roadway grade with hot mix asphalt base (HMAB) course in accordance with Section 301 – Hot Mix Asphalt Base Course.

Complete backfilling of excavated areas before end of workday.

414.04 Measurement. The Engineer will measure furnishing borrow excavated material for reconstruction of weakened pavement areas and storing on project site in accordance with Section 203.

The Engineer will measure furnishing geotextile and geogrid per a square yard.

The Engineer will measure placement of geotextile per a square yard. The Engineer will not measure backfilling of select borrow or disposal of unsuitable material for payment.

The Engineer will measure placement of geogrid per a square yard. The Engineer will not measure backfilling with subbase or disposal of unused subbase material for payment.

The Engineer will measure excavation of weakened pavement areas per cubic yard in accordance with the contract documents.

414.05 Payment. The Engineer will pay for the accepted excavation of weakened pavement areas at the contract unit price per a cubic yard, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for furnishing geotextile including storing geotextile within project limits at the contract unit price per square yard, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for furnishing geogrid including storing geogrid within project limits at the contract unit price per square yard, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for installation of geotextile at the contract unit price per square yard as shown in the proposal schedule. Payment will be full compensation for excavating 8-inch depth, placement of the geotextile, backfilling with select borrow, compacting the select borrow, and disposal of unsuitable material. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for installation of geogrid at the contract unit price per square yard as shown in the proposal schedule. Payment will be full compensation for excavating 2-inches of subbase, placement of the geogrid, backfilling with subbase, compacting the subbase, and disposal of unused subbase material. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for each of the following pay items when included in the proposal schedule:

Pay Item	**Pay Unit**
Excavation of Weakened Pavement Areas	Cubic Yard

The Engineer will pay for:

(A) 10 percent of the contract bid price upon completion of saw cutting.

(B) 70 percent of the contract bid price upon completion of excavating and compacting the bottom grade.

(C) 20 percent of the contract bid price upon completion of disposing of excavated materials.

Furnishing Geotextile	Square Yard
Furnishing Geogrid	Square Yard
Installation of Geotextile	Square Yard
Installation of Geogrid	Square Yard

The Engineer will pay for furnishing borrow excavated material for reconstruction of weakened pavement areas including storing on project site in accordance with Section 203 – Excavation and Embankment.

The Engineer will pay for HMAB in accordance with and under Section 301 – Hot Mix Asphalt Base Course.".

END OF SECTION 414

SECTION 415 – COLD PLANING OF EXISTING PAVEMENT

Make the following amendments to said Sections:

(I) Amend **Section 415.03(B) Planed Surface and Removed Material,** from lines 63 to 65 to read as follows:

"Cold plane surface no more than five calendar days prior to placement of resurfacing material. Do not expose cold-planed surface to public traffic for more than five calendar days."

(II) Amend **Section 415.04 Measurement**, from line 67 to 68 to read as follows:

"**415.04 Measurement.** Cold Planing will be paid on a lump sum basis. Measurement for payment will not apply."

(III) Amend **Section 415.05 Payment**, from line 70 to 79 to read as follows:

"**415.05 Payment.** The Engineer will pay for the accepted pay item listed below at the contract price per pay unit, as shown in the proposal schedule. Payment will be full compensation for the work prescribed in this section and the contract documents.

The Engineer will pay for the following pay item when included in the proposal schedule:

Pay Item	**Pay Unit**
Cold Planing	Lump Sum

(1) 80 percent of the contract bid price upon completion of removing the indicated thickness and clean and sweep before opening to public traffic;

(2) 20 percent of the contract bid price upon completion of removing the material and disposing of the removed material."

END OF SECTION 415

SECTION 507 – RAILINGS

Make the following amendments to said Section:

(I) Amend **507.02 Materials** by revising line 11 to read as follows:

"Structural Concrete 601"

(II) Amend **507.03(A) Concrete Railing** by revising lines 51 and 52 to read as follows:

"Concrete parapet under metal bridge railing, concrete end post, and concrete glare screen shall be considered concrete railing and shall conform to requirements of this section."

(III) Amend **507.04 Measurement** by adding the following after line 173:

"Concrete End Post and Concrete Glare Screen will be paid on a lump sum basis. Measurement for payment will not apply."

(IV) Amend **507.05 Payment** by adding the following after line 176:

"The Engineer will pay for the accepted Concrete End Post on a contract lump sum basis. Payment will be full compensation for the work prescribed in this section and the contract documents including thrie beam terminal connectors and reinforcing steel.

The Engineer will pay for the accepted Concrete Glare Screen on a contract lump sum basis. Payment will be full compensation for the work prescribed in this section and the contract documents including the reinforcing steel and dowels."

(V) Amend **507.05 Payment** by adding the following after line 183:

"Concrete End Post Lump Sum

Concrete Glare Screen Lump Sum"

END OF SECTION 507

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
201.1000	Clearing and Grubbing	L.S.	L.S.	L.S.	$_____
202.0100	Removal of Existing Concrete Bridge Deck, Curb, End Post, Footing, and Barrier for Palama Separation	L.S.	L.S.	L.S.	$_____
202.0200	Removal of Existing Metal Guardrails and Metal Rails for Palama Separation	L.S.	L.S.	L.S.	$_____
202.0300	Removal of Existing Concrete Bridge Deck, Railing, End Post, and Barrier for Nuuanu Stream Bridge	L.S.	L.S.	L.S.	$_____
202.0400	Removal of Concrete Retaining Wall including Foundations East of Nuuanu Stream Bridge	L.S.	L.S.	L.S.	$_____
202.0500	Removal of Concrete Retaining Wall for Light Poles	L.S.	L.S.	L.S.	$_____
202.0600	Removal of Existing Barrier and Barrier Foundation at Sta. 103+06.16 to 103+36.52	L.S.	L.S.	L.S.	$_____
203.5000	Furnishing and Storing Borrow Excavated Material for Reconstruction of Weakened Pavement Areas	100	C.Y.	$ _____	$_____
205.0100	Structure Excavation for Retaining Walls	L.S.	L.S.	L.S.	$_____
205.0200	Structure Backfill for Retaining Walls	L.S.	L.S.	L.S.	$_____
205.0300	Filter Material	L.S.	L.S.	L.S.	$_____
206.1000	Excavation for Drainage System	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
209.0100	Installation, Maintenance, Monitoring, and Removal of BMP	L.S.	L.S.	L.S.	$_____
209.0200	Additional Water Pollution, Dust, and Erosion Control	F.A.	F.A.	F.A.	$ 25,000.00
212.1000	Archaeological Monitoring	F.A.	F.A.	F.A.	$ 20,000.00
301.1000	Hot Mix Asphalt Base Course	38,000	Ton	$ _____	$_____
305.1000	Aggregate Subbase	L.S.	L.S.	L.S.	$_____
401.1000	HMA Pavement, Mix No. IV	26,000	Ton	$ _____	$_____
406.1000	SMA Pavement	17,000	Ton	$ _____	$_____
414.0100	Excavation of Weakened Pavement Areas	18,000	CY	$ _____	$_____
414.0200	Furnishing Geotextile	500	SY	$ _____	$_____
414.0300	Furnishing Geogrid	716	SY	$ _____	$_____
414.0400	Installation of Geotextile	500	SY	$ _____	$_____
414.0500	Installation of Geogrid	716	SY	$ _____	$_____
415.0150	Cold Planing	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
503.0100	Concrete for Precast Planks	L.S.	L.S.	L.S.	$_____
503.0200	Concrete for Barrier/Retaining Wall	L.S.	L.S.	L.S.	$_____
503.0300	Concrete for Barrier/Retaining Wall Footing	L.S.	L.S.	L.S.	$_____
503.0400	Concrete for Light Pole Foundation on Retaining Walls	L.S.	L.S.	L.S.	$_____
503.0500	Concrete for Spall Repair	F.A.	F.A.	F.A.	$ 100,000.00
503.0600	Concrete for Concrete Barrier Repair	F.A.	F.A.	F.A.	$ 50,000.00
507.0010	Concrete Glare Screen	L.S.	L.S.	L.S.	$_____
507.0100	Concrete Bridge Railing	L.S.	L.S.	L.S.	$_____
507.0200	Concrete End Post	L.S.	L.S.	L.S.	$_____
511.1000	Furnishing Drilled Shaft Drilling Equipment	L.S.	L.S.	L.S.	$_____
511.2000	Obstructions	40	Hour	$ _____	$_____
511.3000	Drilled Shaft (30-Inch Diameter)	2,000	LF	$ _____	$_____
511.4000	Unclassified Shaft Excavation (30-Inch Diameter)	2,000	LF	$ _____	$_____
520.1000	Bridge Joint Repair	1,220	LF	$ _____	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
530.1000	Geosynthetic Reinforced Soil System	L.S.	L.S.	L.S.	$_____
540.0100	VESLMC: 540.03(A) – Submittal Requirements	L.S.	L.S.	L.S.	$_____
540.0200	VESLMC (Palama Separation Bridge)	L.S.	L.S.	L.S.	$_____
540.0300	VESLMC (Nuuanu Stream Bridge)	L.S.	L.S.	L.S.	$_____
602.0100	Reinforcing Steel for Bridge Deck, Abutment, Wing Walls, and Corbel	L.S.	L.S.	L.S.	$_____
602.0200	Reinforcing Steel for Precast Planks	L.S.	L.S.	L.S.	$_____
602.0300	Reinforcing Steel for Nuuanu Stream Bridge Pier and Abutment Walls	L.S.	L.S.	L.S.	$_____
602.0400	Reinforcing Steel for Barrier/Retaining Walls	L.S.	L.S.	L.S.	$_____
602.0500	Reinforcing Steel for Barrier/Retaining Wall Footings	L.S.	L.S.	L.S.	$_____
602.0600	Stainless Steel Dowels for Bridge Railings, Barriers and Retaining Walls	L.S.	L.S.	L.S.	$_____
603.0400	Clean Existing Culverts	F.A.	F.A.	F.A.	$ 25,000.00
603.5000	Bed Course Material for Culvert	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
603.5200	36-Inch Reinforced Concrete Pipe, Class III, or 36-Inch High Density Polyethylene Pipe, Type S	L.S.	L.S.	L.S.	$_____
604.1000	Reconstructed GDI at Sta. 50+80 Rt.	1	Each	$ _____	$_____
604.2000	Reconstructed GDI at Sta. 52+75 Rt.	1	Each	$ _____	$_____
604.3000	Reconstructed GDI at Sta. 54+75 Rt.	1	Each	$ _____	$_____
604.4000	Reconstructed GDI at Sta. 85+00 Lt.	1	Each	$ _____	$_____
604.5000	Reconstructed GDI at Sta. 125+75.37 Rt.	1	Each	$ _____	$_____
604.6000	GDI at Sta. 125+75.37	1	Each	$ _____	$_____
604.7000	Reconstructed GDI at Sta. 128+24.77 Rt.	1	Each	$ _____	$_____
604.8000	Reconstructed GDI at Sta. 148+00 Lt.	1	Each	$ _____	$_____
604.9000	Reconstructed GDI at Sta. 187+90 Rt.	1	Each	$ _____	$_____
605.1000	4-Inch Underdrain	L.S.	L.S.	L.S.	$_____
605.2000	6-Inch Underdrain	L.S.	L.S.	L.S.	$_____
605.3000	Cleanout	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
606.1000	Guardrail Type 3, Strong Post W-Beam Guardrail	L.S.	L.S.	L.S.	$_____
606.2000	Guardrail Type 3, Strong Post Thrie Beam Guardrail	L.S.	L.S.	L.S.	$_____
617.1000	Imported Planting Soil	L.S.	L.S.	L.S.	$_____
619.1000	Tree (Rainbow Shower Tree Cassia Fistula x Javanica 45 gal.)	L.S.	L.S.	L.S.	$_____
621.1000	VTC (MP 19.56) System Sensor Replacement	L.S.	L.S.	L.S.	$_____
621.2000	VTC (MP 20.22) System Sensor Replacement	L.S.	L.S.	L.S.	$_____
621.3000	VTC (MP 21.07) System Sensor Replacement	L.S.	L.S.	L.S.	$_____
621.4000	VTC (MP 22.10) System Sensor Replacement	L.S.	L.S.	L.S.	$_____
622.1000	Roadway Lighting System	L.S.	L.S.	L.S.	$_____
622.2000	Power and Communication Raceway System	L.S.	L.S.	L.S.	$_____
623.1000	Loop Detector Sensing Unit (6 Ft. x 6 Ft.) Two Loops	2	Each	$ _____	$_____
623.2000	Loop Detector Sensing Unit (6 Ft. x 6 Ft.) Six Loops	2	Each	$ _____	$_____
629.1010	4-Inch Pavement Striping (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1011	4-Inch Pavement Striping (Tape, Type II or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1012	4-Inch Pavement Striping (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1013	8-Inch Pavement Striping (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1014	8-Inch Pavement Striping (Tape, Type II or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1015	12-Inch Pavement Striping (Tape, Type II or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1016	12-Inch Pavement Striping (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1017	Double 4-Inch Pavement Striping (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1020	Crosswalk Marking (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1030	Pavement Arrow (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.1040	Pavement Word (Tape, Type III or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
629.1050	Milepost Pavement Markings (Tape, Type I or Thermoplastic Extrusion)	L.S.	L.S.	L.S.	$_____
629.2010	Type A Pavement Marker	L.S.	L.S.	L.S.	$_____
629.2020	Type C Pavement Marker	L.S.	L.S.	L.S.	$_____
629.2060	Type H Pavement Marker	L.S.	L.S.	L.S.	$_____
630.1000	Replacement of Existing Sign Panel with New Destination Sign Panel	L.S.	L.S.	L.S.	$_____
631.1000	Regulatory Sign (More than 10 Square Feet)	L.S.	L.S.	L.S.	$_____
631.2000	Warning Sign (10 Square Feet or Less)	L.S.	L.S.	L.S.	$_____
631.3000	Warning Sign (More than 10 Square Feet)	L.S.	L.S.	L.S.	$_____
631.4000	Relocation of Existing Sign	L.S.	L.S.	L.S.	$_____
634.1000	4-Inch Plain Concrete	L.S.	L.S.	L.S.	$_____
638.2000	Curb, Type 2A	L.S.	L.S.	L.S.	$_____
638.2100	Curb and Gutter, Type 2AG	L.S.	L.S.	L.S.	$_____
638.2200	Curb and Gutter, Type 2AG-Mod.	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
640.1000	Lined Drainage Ditch	L.S.	L.S.	L.S.	$_____
641.1000	Hydro-mulch Seeding	L.S.	L.S.	L.S.	$_____
643.0100	Maintenance of Existing Landscape Areas	F.A.	F.A.	F.A.	$ 10,000.00
644.1000	Repair of Existing Sprinkler Systems	F.A.	F.A.	F.A.	$ 25,000.00
645.1000	Traffic Control	L.S.	L.S.	L.S.	$_____
645.2000	Additional Police Officers, Additional Control Devices, and Advertisement	F.A.	F.A.	F.A.	$ 100,000.00
648.0100	Field-Posted Drawings	L.S.	L.S.	L.S.	$_____
656.0100	Drilling Holes and Installing Stainless Steel Dowels	L.S.	L.S.	L.S.	$_____
656.0200	Drilling Holes and Installing Dowel Reinforcing Bars	L.S.	L.S.	L.S.	$_____
663.1000	Erosion Control Matting	L.S.	L.S.	L.S.	$_____
670.1000	Portable Concrete Barrier	257	Each	$ _____	$_____
671.1000	Reset Portable Concrete Barrier Sections	L.S.	L.S.	L.S.	$_____
682.1000	Re-aim LPR System, Likelike Highway Overpass	L.S.	L.S.	L.S.	$_____

PROPOSAL SCHEDULE					
ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
682.2000	Re-aim LPR System, Pali Highway Overpass	L.S.	L.S.	L.S.	$_____
683.1000	Spot Speed Detection Assembly Re-installation and Re-aiming	L.S.	L.S.	L.S.	$_____
693.1000	Terminal Impact Attenuator (QuadGuard QS 6906Y with Concrete Backup or Equivalent)	L.S.	L.S.	L.S.	$_____
693.2000	Terminal Impact Attenuator (QuadGuard QS 3007Y with Tension Strut Backup or Equivalent)	L.S.	L.S.	L.S.	$_____
695.0100	Maintenance of Existing Field Office	F.A.	F.A.	F.A.	$ 50,000.00
697.1000	Public Education Materials or Services	F.A.	F.A.	F.A.	$ 500,000.00
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.	$_____

PROPOSAL SCHEDULE

ITEM NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT

a. Sum of All Items ..... $ _____

b. Either Furnish Foreign Steel Not to Exceed Minimal Amount (Fill in '0') or
Furnish Foreign Steel in Excess of Minimal Amount (Fill in 25% x a) ..... $ _____

c. Subtotal (a + b) ..... $ _____

d. Roadway Completion Time (calendar days)..... _____ days

e. Product of Roadway Completion Time and Road User Cost
__d__ calendar days x $25,000/calendar day..... $ _____

f. Amount for Comparison of Bids (c + e)..... $ _____

All bidders must fill in items a through f

NOTE: Bidders must complete all unit prices and amounts. Failure to do so may be grounds for rejection of bid.
Roadway Completion Time is defined in Subsection 101.03

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

INTERSTATE ROUTE H-1 REHABILITATION
MIDDLE STREET TO VICINITY OF WARD AVENUE
FEDERAL-AID PROJECT NO. IM-H1-1(269)
PRE-BID MEETING

I. NAME OF PERSON CONDUCTING THE MEETING AND USER AGENCY: Clifford Corpuz, HWY-DD

II. DATE, TIME, AND LOCATION OF CONFERENCE: June 17, 2013, 9:00 A.M. HST, Oahu District Large Conference Room, 727 Kakoi Street, Honolulu, HI 96819

III. ATTENDEES: See attached sign-in sheet

IV. INFORMATION PROVIDED:

1. Bid Opening Date of June 27, 2013 is firm
2. Target NTP Date: September 2013
3. The project is a high priority project due to significant traffic impacts. The Department expects the Contractor to minimize lane closures and coordinate with the Department and other Contractors working on adjacent projects.

V. SUMMARY OF QUESTIONS AND ANSWERS PROVIDED AT THE MEETING:

1. Please elaborate on the bidding process / final selection.

   The project will be bid as "A+B" type biding. The "A" portion is the sum of the contract items. The "B" portion is the number of calendar days proposed by the Proposer multiplied by the road user cost of $25,000/day. The sum of "A" and "B" will be used to determine the low bidder. The purpose of this type of bidding is to obtain a reasonable construction cost with minimal project duration.

2. Will the penalties for late completion after the Contract Time be an additive of the Roadway Completion Time ($25,000/day) and the Contract Time ($5,800/day)?

   The amount of the penalty will depend on the work that remains incomplete. If lane closures are required to complete the remaining work, liquidated damages for both the Roadway Completion Time and Contract

Time will apply. If the remaining work can be completed without lane closures, only the liquidated damages for Contract Time will apply. If all other contract requirements are met, liquidated damages will not apply during the plant establishment period.

3. Can the Roadway Completion Time be more or less than 365 calendar days?

   The Roadway Completion Time proposed by the Proposer can be equal to or less than 365 calendar days. Any Proposal with a Roadway Completion time in excess of 365 calendar days will be considered non-responsive.

4. Are lane closure restrictions associated with Beat the School Jam, the Christmas/New Year's holiday, period, etc. applicable to this project, and if so, will it count towards the Roadway Completion Time.

   Yes, lane closure restrictions noted in the Standard Specifications and the Special Provisions are applicable and will count towards the Proposer's Roadway Completion Time.

5. In there a Noise Permit (Variance) for this project?

   A Noise Permit (Variance) has been obtained for the project. The conditions of the variance, which include prohibitions on the use of cold planers after midnight, are included in the Special Provisions. A copy of the Noise Variance is attached for reference. If there is a conflict between the special provisions and the Noise Variance, the more stringent requirement shall apply.

6. What is the maximum length of time that the cold planed surface can be exposed to drivers?

   The response provided at the meeting was three (3) days maximum per State Standard Specifications. However, the Department has since revised this requirement to a maximum of five (5) calendar days. Refer to revised Special Provision Section 415.

7. Note 3 on plan sheet 20 indicates that an additional quantity of HMAB has been added to the Proposal Schedule. Please clarify.

   The designer assumed that the reconstruction of weakened pavement areas and trenches would be brought back up to existing grade prior to the final HMA/SMA paving. For this reason, an additional 4" of HMAB has been included in the estimated quantities. Alternately, the Contractor has the option to cold plane 4" and then proceed with trenching for the weakened pavement areas and conduits which would not require placement of the additional 4" of HMAB.

8. The Noise Variance expiration date is noted as August 1, 2014. Will it be extended since it will expire before the specified 365 calendar day Roadway Completion Time?

If the Contractor requires additional time beyond the expiration date, an extension will be requested. The Contractor shall submit the request for extension as noted in the project special provisions.

9. If there are lane closure conflicts between this project and other projects, will this project have priority due to the $25,000/day liquidated damages?

It is the Department's intent to closely coordinate lane closures for its various on-going projects. Should there be conflicts, it is anticipated that this project will have priority, but it is not guaranteed.

10. The plans show pavement reconstruction trench widths of 4', but note 4 on plan sheet 20 indicates a minimum reconstruction width of 8'. Is the additional area accounted for in the estimated quantities?

Yes, the estimated quantities assume a minimum 8' wide trench.

11. Please confirm that the bids are expected to be higher than $15M.

Confirmed.

12. What is the last date to submit RFI's?

An addendum is expected to be issued on June 17, 2013, so all RFI's must be received prior to that date.

13. Are there any special conditions tied to the easement agreements?

There are insurance requirements and coordination and scheduling requirements with the three land owners (Farrington High School, Bishop Museum, Kalihi-Palama Library).

VI. QUESTIONS THAT WERE RAISED DURING THE MEETING BUT WERE NOT ANSWERED:

1. The Builder's Risk insurance requirements in Section 107 will require the Contractor to obtain insurance for the entire project when the bridge portion of the work is relatively small. Can this requirement be waived or revisited?

Builder's Risk Insurance requirements have been removed from the contract. Refer to revised Special Provision Section 107.

2. Will longitudinal drop-offs of up to 2-inches be allowed?

Longitudinal drop-offs will not be allowed in the cold planed surface. Longitudinal drop-offs up to 2-inches in the HMA/SMA layers shall be tapered at a minimum rate 6:1. All tapers shall be saw cut, removed, and cleaned prior to paving the adjacent lane.

Meeting concluded at 9:40 A.M.

End of Pre-Bid Meeting Summary

PURPOSE OF MEETING: PRE-BID MEETING FOR INTERSTATE ROUTE H-1 REHABILITATION, MIDDLE ST TO VICINITY OF WARD AVE.

DATE: 6/7/13 TIME: 9:00 am PLACE: DOT DISTRICT OFFICE, 727 KAKOI ST, HONOLULU HAWAII 96819

	PARTICIPANTS/ORGANIZATION:		PHONE#
1	Robert Shin / SDOT		531-6705
2	Ross Hivonaka	SDOT	692-7575
3	Randall Urasaki	PB	566-2260
4	Clayton Mimura	G20 Labs.	8415064
5	Kevin Kasamoto	SDOT	692-7563
6	JoAnne Nakamura	SDOT	832-3405 x132
7	Roman Reyes	DOT	486-2435
8	Vernon Ching	KSF	695-6218
9	KELVIN AKAZAWA	SDOT	486-2435
10	LESTER LAU	SDOT	486-2435
11	CALVIN SHIROMA	GPC	842-3236
12	CONNAN PINKSTON	GBI	294-2644
13	BRIAN REID	Triton	488-0854
14	Kevin Yamabayashi	Grace Pacific	847-3233
15	Delwyne Lau	HDCC	735-3266
16	Peter Kwan	HDCC	754-6509
17	Ellaine Kumasaka	HDCC	735-3242
18	Pamela Uyeda	PB	566-2265
19	Clifford Corpuz	SDOT	692-7576
20			

NEIL ABERCROMBIE
GOVERNOR OF HAWAII

LORETTA J. FUDDY, A.C.S.W., M.P.H.
DIRECTOR OF HEALTH

STATE OF HAWAII
DEPARTMENT OF HEALTH
P. O. BOX 3378
HONOLULU, HI 96801-3378

In reply, please refer to:
File:

April 30, 2013

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Glenn M. Okimoto, Ph.D.
Director of Transportation
State of Hawaii
Department of Transportation
Highways Division
869 Punchbowl Street, Room 513
Honolulu, Hawaii 96813

Dear Dr. Okimoto:

Enclosed is the VARIANCE (Docket No. 13-NR-VN-02) for Community Noise Control which was granted on May 8, 2013. The Decision and Order specifies the conditions and restrictions that are applicable to your project.

Non-compliance with the conditions and restrictions of the Decision and Order may bring about additional restrictions or possible suspension of the variance. Should you have any questions relative to the variance, please do not hesitate to contact me at (808) 586-4700.

Sincerely,

James E. Toma
Supervisor, Noise Section
Indoor and Radiological Health Branch

STATE OF HAWAII
DEPARTMENT OF HEALTH

In the Matter of the Application for Variance for:	)	
STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION Noise – Interstate Route H-1 Rehabilitation Middle Street to Vicinity of Ward Avenue, Honolulu, Oahu	)	Docket No. 13-NR-VN-02 V-740

DECISION AND ORDER

Pursuant to Chapter 342F, Hawaii Revised Statutes (H.R.S.), and Chapter 11-46, Hawaii Administrative Rules (H.A.R.), Community Noise Control; and based upon the application and review by the Indoor and Radiological Health Branch, the variance request from the provisions of Section 11-46-6(a), H.A.R., is hereby GRANTED with the following conditions:

1. This variance is for the Interstate Route H-1 Rehabilitation Middle Street to vicinity of Ward Avenue. Project activities include pavement rehabilitation, permanent restriping to accommodate 4 through lanes and new lighting. In addition, Nuuanu Stream Bridge will be widened and other minor modifications would be made to allow the 4 through lanes.

2. The variance is granted from July 1, 2013 to August 1, 2014.

3. The variance hours shall be as follows:

   Monday to Thursday, from 6:00 p.m. to 7:00 a.m.
   Friday, from 6:00 p.m. to Saturday 9:00 a.m.
   Saturday, from 6:00 p.m. to Monday 7:00 a.m.

4. The use of jackhammers, jumping jacks, hoe rams, and vibratory sheetpile drivers shall be prohibited after 10:00 p.m.

5. The use of the cold planer shall be prohibited after 12:00 a.m.

6. The applicant shall make every effort to minimize noise emanating from the project.

7. The use of reverse signal alarms shall be prohibited between 8:00 p.m. to 7:00 a.m. The alternative method utilizing a ground guide for signaling shall be employed.

8. Traffic noise from heavy vehicles travelling to and from the construction site shall be minimized near residences.

9. The applicant shall have a job-site inspector to whom immediate noise complaint can be forwarded for a prompt response and who shall also have the general responsibility of monitoring quiet work procedures.

10. Residences that may be impacted by the nighttime activity shall be given sufficient notice regarding the project. The notification for the planned nighttime activity shall contain the name and telephone number of the job-site inspector. In addition, a copy of any notifications, as well as progress reports, shall also be sent to the Indoor and Radiological Health Branch.

11. If the noise level is such that numerous complaints are received by the Department, the applicant shall cease operations upon receipt of an order and complete the project during hours of weekdays and weekends as directed.

12. The applicant shall notify the Indoor and Radiological Health Branch as to the date and time of any variance hour activity as soon as the dates are confirmed and also when the project is completed.

13. Should the duration of the project continue beyond the expiration date, the applicant shall submit a request for extension along with an updated work schedule prior to August 1, 2014.

14. Pursuant to H.R.S., Chapter 342F, Section 342F-5(d)(3), the applicant shall be required to perform noise sampling during the variance hours and report the results of such sampling to the Indoor and Radiological Health Branch.

DATED: Honolulu, Hawaii, MAY -8 2013.

Lynn M Nakasone

LYNN M. NAKASONE
Environmental Health Program Administrator
Environmental Health Services Division