

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

ADDENDUM NO. 4

for

**INTERSTATE ROUTE H-1 REHABILITATION,
SALT LAKE BOULEVARD TO AIRPORT VIADUCT**

FEDERAL AID PROJECT NO. NH-H1-1(275)

The following amendments shall be made to the Bid Documents:

A. SPECIFICATIONS

1. Replace Special Provision Section 107 dated 9/16/21 with the attached Special Provision Section 107 dated r11/22/21.

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

1 **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **Section 107.01 Insurance Requirements** from lines 5 to 81 to
6 read as follows:

7
8 **“(A) Obligation of Contractor.** Contractor shall not commence any
9 work until it obtains, at its own expense, all required insurance described
10 herein. Such insurance shall be provided by an insurance company
11 authorized by the laws of the State to issue such insurance in the State of
12 Hawaii. Coverage by a “Non-Admitted” carrier is permissible provided the
13 carrier has a Best’s Rating of “A-VII” or better. The Contractor shall
14 maintain and ensure all insurance policies are current for the full period of
15 the contract until final acceptance of the work by the State.
16

17 The Certificate of Insurance shall contain: a clause that it is agreed
18 that any insurance maintained by the State of Hawaii will apply in excess
19 of, and not contribute with, insurance provided by this policy; and shall be
20 accompanied by endorsement form CG2010 or equivalent naming the
21 State as an additional insured to the policy which status shall be
22 maintained for the full period of the contract until final acceptance of the
23 work by State.
24

25 The Contractor shall obtain all required insurance as part of the
26 contract price. Where there is a requirement for the State of Hawaii and
27 its officers and employees to be named as additional insureds under any
28 Contractor’s insurance policy, before the State of Hawaii issues the Notice
29 to Proceed, the Contractor shall obtain and submit to the Engineer a
30 Certificate of Insurance and a written policy endorsement that confirms the
31 State of Hawaii and its officers and employees are additional insureds for
32 the specific State project number and project title under such insurance
33 policies. The written policy endorsement must be issued by the insurance
34 company insuring the Contractor for the specified policy type or by an
35 agent of such insurance company who is vested with the authority to issue
36 a written policy endorsement. The insurer’s agent shall also submit
37 written confirmation of such authority to bind the insurer. Any delays in
38 the issuance of the Notice to Proceed attributed to the failure to obtain the
39 proof of the State of Hawaii and its officers and employees’ additional
40 insured status shall be charged to the Contractor.
41

42 A mere Certificate of Insurance issued by a broker who represents
43 the Contractor (but not the Contractor’s insurer), or by any other party who
44 is not authorized to contractually name the State as an additional insured
45 under the Contractor’s insurance policy, is not sufficient to meet the
46 Contractor’s insurance obligations.

47
48 Certificates shall contain a provision that coverages being certified
49 will not be cancelled or materially changed without giving the Engineer at
50 least thirty (30) days prior written notice. Contractor will immediately
51 provide written notice to the Director should any of the insurance policies
52 evidenced on its Certificate of Insurance form be cancelled, reduced in
53 scope or coverage, or not renewed upon expiration. Should any policy be
54 canceled before final acceptance of the work by the State, and the
55 Contractor fails to immediately procure replacement insurance as
56 specified, the State, in addition to all other remedies it may have for such
57 breach, reserves the right to procure such insurance and deduct the cost
58 thereof from any money due or to become due to the Contractor.
59

60 Nothing contained in these insurance requirements is to be
61 construed as limiting the extent of Contractor's responsibility for payment
62 of damages resulting from its operations under this contract, including the
63 Contractor's obligation to pay liquidated damages, nor shall it affect the
64 Contractor's separate and independent duty to defend, indemnify and hold
65 the State harmless pursuant to other provisions of this contract. In no
66 instance will the State's exercise of an option to occupy and use
67 completed portions of the work relieve the Contractor of its obligation to
68 maintain the required insurance until the date of final acceptance of the
69 work.
70

71 All insurance described herein shall be primary and cover the
72 insured for all work to be performed under the contract, all work performed
73 incidental thereto or directly or indirectly connected therewith, including
74 but not limited to traffic detour work, barricades, warnings, diversions, lane
75 closures, and other work performed outside the work area and all change
76 order work.
77

78 The Contractor shall, from time to time, furnish the Engineer, when
79 requested, satisfactory proof of coverage of each type of insurance
80 required covering the work. Failure to comply with the Engineer's request
81 may result in suspension of the work, and shall be sufficient grounds to
82 withhold future payments due the Contractor and to terminate the contract
83 for Contractor's default.
84

85 **(B) Types of Insurance.** Contractor shall purchase and maintain
86 insurance described below which shall provide coverage against claims
87 arising out of the Contractor's operations under the contract, whether such
88 operations be by the Contractor itself or by any subcontractor or by
89 anyone directly or indirectly employed by any of them or by anyone for
90 whose acts any of them may be liable.
91

92 (1) **Workers' Compensation.** The Contractor shall obtain
93 worker's compensation insurance for all persons whom they
94 employ in carrying out the work under this contract. This insurance
95 shall be in strict conformity with the requirements of the most
96 current and applicable State of Hawaii Worker's Compensation
97 Insurance laws in effect on the date of the execution of this contract
98 and as modified during the duration of the contract.
99

100 (2) **Auto Liability.** The Contractor shall obtain Auto Liability
101 Insurance covering all owned, non-owned and hired autos with a
102 Combined single Limit of not less than \$1,000,000 per occurrence
103 for bodily injury and property damage with the State of Hawaii
104 named as additional insured. Refer to SPECIAL CONDITIONS for
105 any additional requirements.
106

107 (3) **General Liability.** The Contractor shall obtain General
108 Liability insurance with a limit of not less than \$2,000,000 per
109 occurrence and in the Aggregates for each of the following:
110

- 111 (a) Products - Completed/Operations Aggregate,
- 112
- 113 (b) Personal & Advertising Injury, and
- 114
- 115 (c) Bodily Injury & Property Damage
116

117 The General Liability insurance shall include the State as an
118 Additional Insured. The required limit of insurance may be provided
119 by a single policy or with a combination of primary and excess
120 policies. Refer to SPECIAL CONDITIONS for any additional
121 requirements.
122

123 (4) **Builders Risk For All Work.** The Contractor shall take out
124 a policy of builder's risk insurance for the full replacement value of
125 the project work; from a company licensed or otherwise authorized
126 to do business in the State of Hawaii; naming the State as an
127 additional insured under each policy; and covering all work, labor,
128 and materials furnished by such Contractor and all its
129 subcontractors against loss by fire, windstorm, tsunamis,
130 earthquakes, lightning, explosion, other perils covered by the
131 standard Extended Coverage Endorsement, vandalism, and
132 malicious mischief. Refer to SPECIAL CONDITIONS for any
133 additional requirements."
134

135 (II) Amend **Section 107.03 Working Hours; Night Work** from lines 140 to
136 142 to read as follows:
137

“107.03 Working Hours; Night Work. Work performed Monday through Friday, excluding holidays, between 3:00 p.m. and 7:00 a.m. of the following day is ‘night work’. The contractor may perform work limited to what is specified in the Community Noise Permit during daytime working hours of 9:00 a.m. to 6:00 p.m. on Saturdays.

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.

The Noise Variance was granted until November 29, 2023 and granted permission for the Contractor to work from:

Sundays	Midnight to Midnight
Mondays through Fridays	Midnight to 7:00 a.m., 6:00 p.m. to Midnight
Saturdays	Midnight to 9:00 a.m., 6:00 p.m. to midnight

subject to the following restrictions and conditions during the variance hours:

- (1) The use of the backhoe with hammer, concrete saw, jackhammer, and mudgun shall be prohibited after 10:00 p.m. within 500 feet of residences.
- (2) The use of vibratory rollers, cold planers, backhoes, loaders, shuttlebuggy, graders, excavators, and pavers shall be prohibited after midnight within 500 feet of residences.
- (3) 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.
- (4) Residents and businesses that may be impacted by the activity shall be given sufficient notice regarding the project. The notification for the planned 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 also be sent to the Indoor and Radiological Health Branch.
- (5) The applicant shall make every effort to minimize noise emanating from the project.

- 184 (6) The use of reverse signal alarms is prohibited from 8:00 p.m. to
185 7:00 a.m. Alternative methods such as utilizing a ground guide for
186 signaling shall be employed.
187
- 188 (7) Traffic noise from heavy vehicles travelling to and from the project
189 site shall be minimized near residences.
190
- 191 (8) The applicant shall have a job-site inspector to whom immediate
192 complaints can be forwarded for prompt response, and who shall
193 have the general responsibility of monitoring quiet work procedures.
194
- 195 (9) If the noise level is such that numerous complaints are received by
196 the Department, the applicant shall cease operations upon receipt
197 of an order and complete the project during hours on weekdays and
198 weekends as directed.
199
- 200 (10) Pursuant to Section 342F-5(d)(3), H.R.S., the applicant shall be
201 required to perform noise sampling during the variance hours and
202 report the results of such sampling to the Indoor and Radiological
203 Health Branch.
204
- 205 (11) Should the duration of the project continue beyond the expiration
206 date, the applicant shall submit a request for extension along with
207 an updated work schedule prior to November 29, 2023.”
208

209 (III) Amend **Section 107.04 Overtime and Night Work** from lines 144 to 157
210 to read as follows:
211

212 **“107.04 Overtime and Night Work.** Overtime work for State employees
213 shall be considered as work performed more than eight hours in any one day or
214 work performed on Saturday, Sunday, or legal holiday of the State unless it is
215 working hours stated in Section 645. Overtime and night work are permissible
216 when approved by the Engineer in writing, or as called for elsewhere within the
217 Contract Documents. The Contractor shall inform the Engineer in writing at least
218 three working days in advance of its intent to work overtime and 10 working days
219 in advance of any night work not shown in the Contract Documents. In addition,
220 the Contractor shall inform the Engineer of what specific work is to be done
221 during any overtime and night period. When, in the opinion of the Engineer, an
222 emergency exists where overtime or night work is warranted, the written notice
223 requirement may be waived, and verbal approval of the Engineer will be
224 sufficient. The Engineer may cancel overtime or night work not shown in the
225 Contract Documents previously approved when the Engineer finds that work
226 during these periods is detrimental to public welfare, safety, or the interest of the
227 State. Overtime or night work shown in the Contract Documents may be
228 canceled by the Engineer, in such a case the Contractor may claim justified
229 impact costs and lost contract time.”
230

231
232
233

END OF SECTION 107