RFB-DDC-1775405

DEPARTMENT OF DESIGN AND CONSTRUCTION CITY AND COUNTY OF HONOLULU STATE OF HAWAII

ADDENDUM NO. 4

TO CONTRACT DOCUMENTS

FOR

JOB NO. 12-23

REHABILITATION OF LOCALIZED STREETS, PHASE 24B

MILILANI MAUKA, OAHU, HAWAII

NOTICE TO ALL PROSPECTIVE OFFERORS:

This addendum is hereby made a part of the contract documents for Job No. 12-23, REHABILITATION OF LOCALIZED STREETS, PHASE 24B, MILILANI MAUKA, OAHU, HAWAII, and it shall amend the said contract documents as follows:

1. OFFER

Delete the entire OFFER, and insert in lieu thereof the attached REVISED OFFER, Addendum No. 4.

All Offers shall be submitted on the Addendum No. 4 Revised Offer documents, pages 1-16. Bids not submitted on the Addendum No. 4 Revised Offer documents, pages 1-16 shall be rejected.

2. PLANS

Replace Drawing Nos. C-1, C-2, C-3, C-7 and C-8 with Addendum No. 4 sheets.

 $\underline{\text{NOTE:}}$ The Contract requirements noted in this Addendum No. 4, and any future addendums, supersede any discussions and information provided at the March 15, 2024 Pre-Bid Conference.

APPROVED:

KELSI IMAMURA

Date

Acting Purchasing Administrator, Department of Budget and Fiscal

Services of

REVISED OFFER

Director of Budget and Fiscal Services City and County of Honolulu Honolulu, Hawaii 96813

The undersigned hereby offers and agrees, if this Offer is accepted, to furnish and pay for all labor, materials, tools, equipment and work as necessary to construct or install, in place complete, the work called for under and in accordance with the true intent of the Contract Documents for:

JOB NO. 12-23

SOLICITATION NO. RFB-DDC-1775405

REHABILITATION OF LOCALIZED STREETS, PHASE 24B

MILILANI MAUKA, OAHU, HAWAII

on file in the Office of the Division of Purchasing, Department of Budget and Fiscal Services, City and County of Honolulu, and that undersigned shall take in payment therefor the unit and/or lump sum prices rounded off to the nearest cent as itemized in the following schedule:

ITEM		ESTIMATED			
NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
1.	Ahahuina Place (Quantity = 587 SY)	LS	LS	LS	\$
2.	Ahea Place (Quantity = 686 SY)	LS	LS	LS	\$
3.	Ahea Street (Quantity = 3,850 SY)	LS	LS	LS	\$
4.	Ahikao Street (Quantity = 1,896 SY)	LS	LS	LS	\$
5.	Ainakuai Place (Quantity = 1,006 SY)	LS	LS	LS	\$
6.	Ainamakua Drive (4" ACP, City Mix #4) (Quantity = 3,428 SY)	LS	LS	LS	\$
7.	Ainamakua Drive (2" ACP, State Mix IV/4" ACB) (Quantity = 14,130 SY)	LS	LS	LS	\$
8.	Ainana Place (Quantity = 1,273 SY)	LS	LS	LS	\$
9.	Ainana Way (Quantity = 661 SY)	LS	LS	LS	\$
10.	Akaluli Street (Quantity = 1,799 SY)	LS	LS	LS	\$
11.	Akeake Street (Quantity = 2,407 SY)	LS	LS	LS	\$
12.	Alakaina Street (Quantity = 4,073 SY)	LS	LS	LS	\$
13.	Alaume Place (Quantity = 927 SY)	LS	LS	LS	\$
14.	Alaume Street (Quantity = 1,250 SY)	LS	LS	LS	\$
15.	Hakala Street (Quantity = 4,070 SY)	LS	LS	LS	\$
16.	Hookaau Street (Quantity = 2,008 SY)	LS	LS	LS	\$
L7.	Hookanahe Street (Quantity = 2,062 SY)	LS	LS	LS	\$

ITEM		ESTIMATED			
NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
18.	Hookupu Street (Quantity = 2,691 SY)	LS	LS	LS	\$
19.	Hoomua Street (Quantity = 1,920 SY)	LS	LS	LS	\$
20.	Kahonua Street (Quantity = 1,249 SY)	LS	LS	LS	\$
21.	Kahualea Street (Quantity = 2,259 SY)	LS	LS	LS	\$
22.	Kailewa Street (Quantity = 1,249 SY)	LS	LS	LS	\$
23.	<pre>Kanae Street (Quantity = 1,825 SY)</pre>	LS	LS	LS	\$
24.	Konaku Street (Quantity = 4,359 SY)	LS	LS	LS	\$
25.	<pre>Kuahaua Place (Quantity = 1,038 SY)</pre>	LS	LS	LS	\$
26.	Lahui Place (Quantity = 617 SY)	LS	LS	LS	\$
27.	Lahui Street (Quantity = 2,002 SY)	LS	LS	LS	\$
28.	Lauae Street (Quantity = 4,880 SY)	LS	LS	LS	\$
29.	Liho Street (Quantity = 2,411 SY)	LS	LS	LS	\$
30.	Lilii Place (Quantity = 644 SY)	LS	LS	LS	\$
31.	Malielie Place (Quantity = 694 SY)	LS	LS	LS	\$
32.	Malielie Street (Quantity = 2,595 SY)	LS	LS	LS	\$
33.	Meanui Street (Quantity = 2,086 SY)	LS	LS	LS	\$
34.	Milia Place (Quantity = 651 SY)	LS	LS	LS	\$
35.	Milia Street (Quantity = 3,795 SY)	LS	LS	LS	\$

ITEM		ESTIMATED			
NO.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
36.	Mua Place (Quantity = 1,060 SY)	LS	LS	LS \$	
37.	Naaualii Place (Quantity = 1,302 SY)	LS	LS	LS \$	
38.	Paeli Place (Quantity = 730 SY)	LS	LS	LS \$	
39.	Pakau Street (Quantity = 2,935 SY)	LS	LS	LS \$	
40.	Puneki Place (Quantity = 1,038 SY)	LS	LS	LS \$	
41.	Puneki Street (Quantity = 4,381 SY)	LS	LS	LS \$	
42.	Puneki Way (Quantity = 607 SY)	LS	LS	LS \$	
43.	Puulu Street (Quantity = 2,951 SY)	LS	LS	LS \$	
44.	Reconstructed Concrete Curb and Gutter	229	LF	\$ \$	
45.	Reconstructed Rolled Curb	583	LF	\$ \$	
46.	Reconstructed Concrete Sidewalk	6,519	SF	\$ \$	
47.	Tree Root Pruning and Canopy Pruning	25	EA	\$ \$	
48.	Tree Removal	6	EA	\$ \$	
49.	Thermoplastic International Crosswalk Marking	5	EA	\$ \$	
50.	6" Solid White Thermoplastic Stripe for Bike Lane	1,045	LF	\$\$	
51.	Thermoplastic Sharrow	1	EA	\$ \$	
52.	Thermoplastic Helmeted Bicyclist Symbol and Arrow	1	EA	\$ \$	
53.	New Sign(s) and Post	1	EA	\$ \$	·

ITEM NO.	ITEM	ESTIMATED QTY	UNIT	UNIT PRICE	AMOUNT
54.	New Sign(s) on Existing Post	2	EA	\$	\$
55.	Verification of Construction Vehicles	LS	LS	LS	\$
56.	As-Built Drawings	LS	LS	LS	\$
57.	Mobilization (Not to Exceed 6% of the Total Sum of All Items, Excluding the Bid Price for Item Nos. 57 through 72.)	LS	LS	LS	\$

Additional	Work	Items	(see	Section	SP	152	for	Additional	Work	description	and	payment	requirements)	

58.	Additional Police Officers	ALLOW.*	ALLOW.*	ALLOW.*	\$	20,000.00
59.	Additional Traffic Control Devices	F.A.*	F.A.*	F.A.*	\$_	10,000.00
60.	Additional Arboricultural Work	ALLOW.*	ALLOW.*	ALLOW.*	\$_	20,000.00
61.	Additional Water Pollution, Dust and Erosion Control	ALLOW.*	ALLOW.*	ALLOW.*	\$_	10,000.00
62.	Additional Street Survey Monument Frame and Cover, Including Adjustment	F.A.*	F.A.*	F.A.*	\$	15,000.00
63.	Adjustment of Buried Street Survey Monuments, Manhole and/or Valve Box Frames and Covers	F.A.*	F.A.*	F.A.*	\$_	5,000.00
64.	Manhole Reconstruction - All Except Precast Sewer	F.A.*	F.A.*	F.A.*	\$_	10,000.00
65.	Manhole Reconstruction - Precast Sewer	F.A.*	F.A.*	F.A.*	\$_	25,000.00
66.	Subgrade Treatment with Cement	F.A.*	F.A.*	F.A.*	\$	5,000.00

Rehabilitation of Localized Streets, Phase 24B Revised Offer

Addendum No. 4 Page 5 r5/23/24

ITEM NO.	ITEM	ESTIMATED OTY	UNIT	UNIT PRICE		AMOUNT
67.	Additional Roadway Excavation for Reconstruction of Pavement Areas	F.A.*	F.A.*	F.A.*	\$	180,000.00
68.	Additional Aggregate Base Course	F.A.*	F.A.*	F.A.*	\$_	265,000.00
69.	Additional Geogrid (Material Only)	F.A.*	F.A.*	F.A.*	\$_	75,000.00
70.	Additional Geogrid Placement (Installation)	F.A.*	F.A.*	F.A.*	\$_	20,000.00
71.	Additional Woven Geotextile (Material Only)	F.A.*	F.A.*	F.A.*	\$_	75,000.00
72.	Additional Woven Geotextile Placement (Installation)	F.A.*	F.A.*	F.A.*	\$_	20,000.00
	TOTAL SUM BID (Items 1 to 72)				\$ _	

r5/23/24

^{*} Use of and payment for this item authorized only when written authorization for its use is given by the Officer-in Charge. Any unused portions of the Allowance and Force Account items shall remain with the City upon completion of the project. Contractor shall not make a claim in the event the City chooses to delete any Allowance or Force Account item from the Contract.

The undersigned also agrees as follows:

- 1. That the quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the Offer schedule.
- 2. That the quantities in any item on a LUMP SUM bid in this Offer are approximate only and that payment shall be made only for the item in place complete, regardless of amount of material, equipment and labor necessary to complete the same in a proper and workmanlike manner and in accordance with the plans and specifications. That the quantities shown distributed in the LUMP SUM items are given only for the Offeror's and/or Contractor's convenience and for the purpose of making monthly estimates. The Offeror and/or Contractor shall verify these quantities in any manner they deem necessary or expedient.
- 3. That the estimated quantities shown on items for which a UNIT PRICE is given in this Offer are only for the purpose of comparing, on a uniform basis, bids offered for the work under this contract, and that they are satisfied with and shall at no time dispute said estimated quantities as a means of comparing the bids. That they shall make no claim for anticipated profit or loss of profit because of a difference between the quantities of the various classes of work done or the materials and equipment actually installed and the said estimated quantities.
- 4. That if the product of the UNIT PRICE bid by the number of units does not equal the total amount named by the Offeror of any items, it shall be assumed that the error was made in computing the total amount and for the purpose of computing the lowest Offeror, the named UNIT PRICE alone shall be considered as representing the Offeror's intention and the total amount bid on such item shall be considered to be the amount arrived at by multiplying the UNIT PRICE by the number of units.
- 5. Method of Award. The City shall award a contract to the responsive, responsible Offeror with the lowest Total Sum Bid, considering any applicable preferences. The City shall only consider an Offer with pricing on all items listed. The award is subject to the availability of funding.
- $\,$ 6. That the time of completion shall be within 545 consecutive calendar days from the official commencement date of the Notice to Proceed (NTP).

The City anticipates issuing the NTP within 365 calendar days of contract execution. Should the NTP be issued within 365 calendar days of the date of contract execution, no claim for cost escalation shall be considered. The Special Provision on Price Adjustment due to NTP issuance provides clarification on the price adjustments.

Upon written instructions from the Officer-in-Charge, the Contractor shall proceed with preparatory work such as: making submittals and obtaining permits. No work shall be allowed at the job site and no ordering of materials shall be allowed until: (a) the date stipulated in the NTP, or (b) upon earlier written notice from the Officer-in-Charge.

- 7. That the liquidated damages for each and every calendar day delay in the completion of the contract shall be as specified in the Special Provisions.
- 8. The undersigned certifies that they are licensed to undertake this project pursuant to Chapter 444, Hawaii Revised Statutes (HRS), relating to licensing of Contractors.
- 9. Tax Clearance. The apparent successful Offeror shall be required to submit tax clearances from the State Department of Taxation and the Internal Revenue Service upon award of contract.
- 10. That the Offeror is aware of the applicability of HRS Section 103-55.6, relating to Public Works Construction, Apprenticeship Agreement, and, if applicable, that the Offeror has attached with their bid, written proof of being a party to a registered apprenticeship agreement for each apprenticeable trade the Offeror shall employ to construct this project. Furthermore, the Contractor shall continue to certify monthly in writing that the Contractor is a party to all applicable registered apprenticeship agreement.
- 11. That the Offeror is aware of the applicability of Section 4.2 of the General Instructions to Offerors (Dated 2/9/17) namely the Certificate of Acceptance of Solicitation Requirements form, which shall be completed, signed by the Offeror, and submitted with the Offeror's offer.
- 12. Contractor Performance Records. The City shall maintain records pertaining to the Contractor's performance on contracts with the City. The Contractor shall be required to participate in performance assessment activities in accordance with a performance assessment plan that shall be prescribed by the City during the performance of the Contract. Contractor performance records may be used to determine a contractor's responsibility, qualifications, and eligibility for the award of future contracts with the City.
- 13. Final Payment. Proof of compliance with HRS Section 103D-328 and HRS Section 103D-310 is required for final payment. Proof of compliance may be through Hawaii Compliance Express (HCE) or written clearance issued by the Hawaii Department of Taxation, Internal Revenue Service, Hawaii Department of Labor, and Hawaii Department of Commerce and Consumer Affairs.

14. Enclosed herewith is: Surety bond) Legal tender) Certificate of deposit, share certificate,)(Circle one) cashier's check, treasurer's check,) teller's check, official check,) certified check)
for the sum of
DOLLARS (\$), being not less than five percent (5%) of the total amount bid.
Respectfully submitted,
Offeror's Legal Business Name
ByAuthorized Signature
Authorized Signature
Print or Type Name and Title of Above
Address:
Fax No.:
Email:

In accordance with Section 103D-302, HRS, all Offers shall include the name of *each* person or firm to be engaged by the Offeror as a joint contractor or subcontractor in the performance of the contract for construction, and the nature and scope of work to be performed by each joint contractor or subcontractor. Offers that do not comply with this requirement may be evaluated in accordance with Section 103D-302(b) of the HRS.

It is the sole responsibility of the Offeror to review the requirements of this project and determine the appropriate contractor's licenses that are required to complete the project. The Offeror acknowledges that as a general contractor ('A' or 'B' license), the Offeror is prohibited from undertaking any work solely or as part of a larger project which would require the Offeror to act as a specialty contractor ('C' license) in any area in which the Offeror has no specialty contractor's license. The Offeror must have the appropriate specialty contractor's license either obtained on its own, or obtained automatically under HAR §16-77-32.

In determining work that is to be performed by joint contractors or subcontractors, Offerors shall be familiar with HRS 444, relating to licensing of contractors and the Hawaii Administrative Rules, Title 16, Department of Commerce and Consumer Affairs, Chapter 77, Contractors.

General Engineering 'A' Contractors automatically have these 'C' specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35 C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

General Building 'B' Contractors automatically have these 'C' specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.

Contractors that are suspended or debarred by the State of Hawaii, State Procurement Office (SPO) under HRS Chapter 103D, cannot be considered for award during the suspension or debarment. However, suspended or debarred subcontractors may be listed. It shall be the responsibility of the Offeror to check the SPO website for current suspensions and debarments: www.hawaii.gov/spo, or phone (808)587-4700.

Contractors or subcontractors that are suspended or debarred by the State of Hawaii, Department of Labor and Industrial Relations (DLIR) under HRS Chapter 104 are prohibited from performing **any work** on any State or county public works construction project. Therefore, if an Offer involves a contractor or listed subcontractor that is suspended by DLIR, the Offer may be rejected as being nonresponsible. It shall be the responsibility of the Offeror to check the DLIR website for current suspensions and debarments: www.hawaii.gov/labor, or phone: (808)586-8771.

When more than one joint contractor or subcontractor is listed for a category of work, the Offeror shall identify the scope of work each will perform. Joint contractors or subcontractors shall also be listed for work to be completed under additives or alternates.

All work not within the scope of work of the listed joint contractor(s) or subcontractor(s), shall be performed by the Offeror.

List the required joint contractors or subcontractors for this project in the following table. Write in the complete name of the Joint Contractor or Subcontractor, the Contractor License Number, and the Nature and Scope of work to be performed by the firm.

COMPLETE NAME OF JOINT CONTRACTOR OR SUBCONTRACTOR	CONTRACTOR LICENSE NUMBER	SPECIFIC DESCRIPTION OF THE NATURE AND SCOPE OF WORK

ACKNOWLEDGMENT OF LIQUIDATED DAMAGES PROVISION

(Failure to submit this form with the bid may be cause for rejection.)

PROJECT NAME AND NUMBER:	
the provisions for Liquidated Dam Conditions, City and County of constitutes acceptance of the prov	mat the undersigned understands and agrees to mages, Section 3.16 of the General Terms and Honolulu, and that submittal of our Offer visions and amount of liquidated damages that s specified in the Section SP 180 - Liquidated
	Offeror's Legal Business Name
	Signature and Title
	Dated:

CERTIFICATION OF COMPLIANCE WITH HRS 396-18, SAFETY AND HEALTH PROGRAMS FOR CONTRACTOR BIDDING ON CITY JOBS

PROJEC	CT NAM	E AND NUMBER:				
of HRS		is to certify that the undersigned shall comply with the requirements 18, as follows:				
(A)	Pursuant to HRS 396-18, all bids and offers in excess of \$100,000 shall include a signed certification from the Offeror that a written safety and health plan for the job will be available and implemented by the Notice to Proceed dates of the project. The written safety and health plan shall include:					
	(1)	A safety and health policy statement reflecting management commitment;				
	(2)	A description of the safety and health responsibilities of all levels of management and supervisors on the job and a statement of accountability appropriate to each;				
	(3)	The details of:				
		 (a) The mechanism for employee involvement in job hazard analysis; (b) Hazard identification, including periodic inspections and hazard correction and control; (c) Accident and "near-miss" investigations; and (d) Evaluations of employee training programs; 				
	(4)	A plan to encourage employees to report hazards to management as soon as possible and to require management to address these hazards promptly; and				
	(5)	A certification by a senior corporate or company manager that the plan is true and correct.				
(B)		re to submit the required certification may be grounds for alification of the Offer.				
(C)	safet	re to have available on site or failure to implement the written y and health plan by the project's Notice to Proceed date shall be dered willful noncompliance and be sufficient grounds to disqualify ward and terminate the contract.				
		Offeror's Legal Business Name				

Signature and Title

Date:_____

CERTIFICATE OF ACCEPTANCE OF SOLICITATION REQUIREMENTS

It is understood and agreed that the undersigned acknowledges the following:

- 1. The Offeror has read this solicitation document including any addenda, in its entirety;
- The Offeror understands and agrees to furnish, deliver, and perform the requirements of the solicitation in strict compliance with the solicitation document as amended, including any specifications, plans, and scope of work descriptions, without any exceptions, if awarded a contract:
- 3. The Offeror understands and agrees that no substitution or alternate brands may be furnished without the **written approval** of the City;
- 4. The Offeror understands that the Contractor shall resolve any noncompliance with the requirements of the awarded contract at the Contractor's own expense;
- 5. The Offeror shall make all modifications or customizations to the brand and model being offered as necessary to meet all specifications, at no additional cost. Offeror guarantees that all modifications or customizations done to meet specifications shall not affect the quality or operation of the product; and
- 6. The Offeror understands that FAILURE TO MEET CONTRACT REQUIREMENTS SHALL CONSTITUTE A BREACH OF CONTRACT THAT MAY RESULT IN SUSPENSION OR DEBARMENT, AND THE EXERCISE OF RIGHTS AND REMEDIES AS PROVIDED BY LAW. Contract requirements include any specifications, plans, and scope of work descriptions;
- 7. The undersigned is an authorized representative of the Offeror and can legally obligate the Offeror thereto.

Offeror's Legal Business Name:	
Signature:	
Print Name:	
Title:	
Date:	
Business Phone:	

SURETY BID BOND

(11/17/98)

Bond No
KNOW TO ALL BY THESE PRESENTS:
That we,,
(Full Name or Legal Title of Offeror)
as Offeror, hereinafter called Principal, and,
(Name of Bonding Company)
as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety
in the State of Hawaii, are held and firmly bound unto, (State/County Entity)
(State/County Entity)
as Owner, hereinafter called Owner, in the penal sum of
(Required Amount of Bid Security)
Dollars (\$), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS:
The Principal has submitted an offer for
(Project by Number and Brief Description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed this da	y of	
	(Seal)	Name of Principal (Offeror)
		Signature
	(Seal)	Title
		Name of Surety
		Signature









