

**STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS**

**ADDENDUM NO. 1  
FOR  
LIKELIKE HIGHWAY, WILSON TUNNEL STRUCTURAL REPAIRS  
DISTRICT OF HONOLULU AND KOOLAUPOKO  
ISLAND OF OAHU  
FEDERAL AID PROJECT NO. BR-063-1(028)**

**August 9, 2024**

This Addendum shall make the following amendment(s) to the Solicitation:

**A. SPECIFICATIONS**

1. Delete **SECTION 108 – PROSECUTION AND PROGRESS** dated **6/5/20** in its entirety and replace with the attached **SECTION 108 – PROSECUTION AND PROGRESS** dated **r8/9/2024**.

**B. PLANS**

1. Delete **PLAN SHEET NO. 17 STRUCTURAL NOTES** and replace with the attached **PLAN SHEET NO. ADD 17 STRUCTURAL NOTES**.

The following is provided for information.

**C. PRE-BID MEETING MINUTES**

1. The attached **PRE-BID MEETING MINUTES** and Attendance Sheet are provided for information.

**D. RESPONSES TO REQUESTS FOR INFORMATION (RFI'S/QUESTIONS)**

1. The attached **RESPONSES TO REQUEST FOR INFORMATION** is provided for information.
2. The attached **ATTACHMENT 1 PLENUM ACCESS POINTS** is provided for information.
3. The attached **ATTACHMENT 2 PLENUM WORK AREA PHOTOS** is provided for information.

**E. AS-BUILT PLANS**

1. The AS-BUILT PLANS for City and County project numbers Job No. 26-53 and Job No. 13-57 are provided for information.

Please acknowledge receipt of this **ADDENDUM NO. 1** by recording the date of its receipt in the space provided on **PAGE P-4** of the Proposal.

*Henry Kennedy*

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HENRY KENNEDY  
Engineering Program Manager

1 Amend **Section 108 – PROSECUTION AND PROGRESS** to read as follows:

2  
3 **“SECTION 108 – PROSECUTION AND PROGRESS**

4  
5  
6 **108.01 Notice to Proceed (NTP).** A Notice To Proceed will be issued to the  
7 Contractor not more 30 calendar days after the contract certification date. The  
8 Engineer may suspend the contract before issuing the Notice To Proceed, in which  
9 case the Contractor’s remedies are exclusively those set forth in Subsection 108.10  
10 – Suspension of Work.

11  
12 The Contractor shall be allowed up to 14 calendar days after the Notice to  
13 Proceed to begin physical work. The Start Work Date will be established when this  
14 period ends or on the actual day that physical work begins, whichever is first.  
15 Charging of Contract Time will begin on the Start Work Date. The Contractor shall  
16 notify the Engineer, in writing, at least five working days before beginning physical  
17 work.

18  
19 In the event that the Contractor fails to start physical work within the time  
20 specified, the Engineer may terminate the contract in accordance with Subsection  
21 108.11 – Termination of Contract for Cause.

22  
23 During the period between the Notice to Proceed and the Start Work Date  
24 the Contractor should adjust work forces, equipment, schedules, and procure  
25 materials and required permits, prior to beginning physical work.

26  
27 Any physical work done prior to the Start Work Date will be considered  
28 unauthorized work. If the Engineer does not direct that the unauthorized work be  
29 removed, it shall be paid for after the Start Work Date and only if it is acceptable.

30  
31 In the event that the Engineer establishes, in writing, a Start Work Date that  
32 is beyond 60 calendar days from the Notice to Proceed date, the Contractor may  
33 submit a claim in accordance with, Subsection 107.15 – Disputes and Claims for  
34 increased labor and material costs which are directly attributable to the delay  
35 beyond the first 60 calendar days after the Notice to Proceed date.

36  
37 The Contractor shall notify the Engineer at least 24 hours before restarting  
38 physical work after a suspension of work pursuant to Subsection 108.10 –  
39 Suspension of Work.

40  
41 Once physical work has begun, the Contractor shall work expeditiously and  
42 pursue the work diligently to completion with the contract time. If a portion of the  
43 work is to be done in stages, the Contractor shall leave the area safe and usable for  
44 the user agency and the public at the end of each stage.

46 **108.02 Prosecution of Work.** Unless otherwise permitted by the Engineer, in  
47 writing, the Contractor shall not commence with physical construction unless  
48 sufficient materials and equipment are available for either continuous construction  
49 or completion of a specified portion of the work.

50  
51 **108.03 Preconstruction Submittals.** The awardee shall submit to the Engineer  
52 for information and review the pre-construction submittals within 21 calendar days  
53 from award. Until the items listed below are received and found acceptable by the  
54 Engineer, the Contractor shall not start physical work unless otherwise authorized  
55 to do so in writing and subject to such conditions set by the Engineer. Charging of  
56 Contract Time will not be delayed, and additional contract time will not be granted  
57 due to Contractor delay in submitting acceptable preconstruction submittals. No  
58 progress payment will be made to the Contractor until the Engineer acknowledges,  
59 in writing, receipt of the following preconstruction submittals acceptable to the  
60 Engineer:

- 61
- 62 (1) List of the Superintendent and other Supervisory Personnel, and their  
63 contact information.
  - 64
  - 65 (2) Name of person(s) authorized to sign for the Contractor.
  - 66
  - 67 (3) Work Schedule including hours of operation.
  - 68
  - 69 (4) Initial Progress Schedule (See Subsection 108.06 – Progress  
70 Schedule).
  - 71
  - 72 (5) Water Pollution and Siltation Control Submittals, including Site-  
73 Specific Best Management Practice Plan.
  - 74
  - 75 (6) Solid Waste Disposal form.
  - 76
  - 77 (7) Tax Rates.
  - 78
  - 79 (8) Insurance Rates.
  - 80
  - 81 (9) Certificate of Insurance, satisfactory to the Engineer, indicating that  
82 the Contractor has in place all insurance coverage required by the contract  
83 documents.
  - 84
  - 85 (10) Schedule of agreed prices.
  - 86
  - 87 (11) List of suppliers.
  - 88
  - 89 (12) Traffic Control Plan, if applicable.

90 **108.04 Character and Proficiency of Workers.** The Contractor shall at all times  
91 provide adequate supervision and sufficient labor and equipment for prosecuting the  
92 work to full completion in the manner and within the time required by the contract.  
93 The superintendent and all other representatives of the Contractor shall act in a civil  
94 and honest manner in all dealings with the Engineer, all other State officials and  
95 representatives, and the public, in connection with the work.

96  
97 All workers shall possess the proper license, certification, job classification,  
98 skill, training, and experience necessary to properly perform the work assigned to  
99 them.

100  
101 The Engineer may direct the removal of any worker(s) who does not carry  
102 out the assigned work in a proper and skillful manner or who is disrespectful,  
103 intemperate, violent, or disorderly. The worker shall be removed forthwith by the  
104 Contractor and will not work again without the written permission of the Engineer.

105  
106 **108.05 Contract Time.**

107  
108 **(A) Calculation of Contract Time.** When the contract time is on a  
109 working day basis, the total contract time allowed for the performance of the  
110 work will be the number of working days shown in the contract plus any  
111 additional working days authorized in writing as provided hereinafter. The  
112 count of elapsed working days to be charged against contract time, will begin  
113 from the Start Work Date and will continue consecutively to the date of  
114 Substantial Completion. When multiple shifts are used to perform the work,  
115 the State will not consider the hours worked over the normal eight working  
116 hours per day or night as an additional working day.

117  
118 When the contract is on a calendar day basis, the total contract time  
119 allowed for the performance of the work will be the number of days shown in  
120 the contract plus any additional days authorized in writing as provided  
121 hereinafter. The count of elapsed days to be charged against contract time  
122 will begin from the Start Work Date and will continue consecutively to the  
123 date of Substantial Completion. The Engineer will exclude days elapsing  
124 between the orders of the Engineer to suspend work and resume work for  
125 suspensions not the fault of the Contractor.

126  
127 **(B) Modifications of Contract Time.** Whenever the Contractor believes  
128 that an extension of contract time is justified, the Contractor shall serve  
129 written notice on the Engineer not more than five working days after the  
130 occurrence of the event that causes a delay or justifies a contract time  
131 extension. Contract time may be adjusted for the following reasons or  
132 events, but only if and to the extent the critical path has been affected:

133  
134 **(1) Changes in the Work, Additional Work, and Delays Caused**  
135 **by the State.** If the Contractor believes that an extension of time is

136 justified on account of any act or omission by the State, and is not  
137 adequately provided for in a field order or change order, it must  
138 request the additional time as provided above. At the request of the  
139 Engineer, the Contractor must show how the critical path will be  
140 affected and must also support the time extension request with  
141 schedules, as well as statements from its subcontractors, suppliers, or  
142 manufacturers, as necessary. Claims for compensation for any  
143 altered or additional work will be determined pursuant to Subsection  
144 104.02 – Changes.

145  
146 Additional time to perform the extra work will be added to the  
147 time allowed in the contract without regard to the date the change  
148 directive was issued, even if the contract completion date has passed.  
149 A change requiring time issued after contract time has expired will not  
150 constitute an excusal or waiver of pre-existing Contractor delay.

151  
152 **(2) Delay for Permits.** For delays in the routine application and  
153 processing time required to obtain necessary permits, including  
154 permits to be obtained from State agencies, the Engineer may grant  
155 an extension provided that the permit takes longer than 30 days to  
156 acquire and the delay is not caused by the Contractor, and provided  
157 that as soon as the delay occurs, the Contractor notifies the Engineer  
158 in writing that the permits are not available. Permits required by the  
159 contract that take less than 30 days to acquire from the time which the  
160 appropriate documents are granted shall be acquired between Notice  
161 to Proceed and Start Work Date or accounted for in the contractor's  
162 progress schedule. Time extensions will be the exclusive relief  
163 granted on account of such delays.

164  
165 **(3) Delays Beyond Contractor's Control.** For delays caused by  
166 acts of God, a public enemy, fire, inclement weather days or adverse  
167 conditions resulting therefrom, earthquakes, floods, epidemics,  
168 quarantine restrictions, labor disputes impacting the Contractor or the  
169 State, freight embargoes and other reasons beyond the Contractor's  
170 control, the Contractor may be granted an extension of time provided  
171 that:

172  
173 **(a)** In the written notice of delay to the Engineer, the  
174 Contractor describes possible effects on the completion date of  
175 the contract. The description of delays shall:

176  
177 **1.** State specifically the reason or reasons for the  
178 delay and fully explain in a detailed chronology how the  
179 delay affects the critical path.

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2. Include copies of pertinent documentation to support the time extension request.
  3. Cite the anticipated period of delay and the time extension requested.
  4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.
- (b) The Contractor shall notify the Engineer in writing when the delay ends. Time extensions will be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.
- (4) Delays in Delivery of Materials or Equipment.** For delays in delivery of materials or equipment, which occur as a result of unforeseeable causes beyond the control and without fault of the Contractor, its subcontractor(s) or supplier(s), time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay. The delay shall not exceed the difference between the originally scheduled delivery date and the actual delivery date. The Contractor may be granted an extension of time provided that it complies with the following procedures:
- (a) The Contractor's written notice to the Engineer must describe the delays and state the effect such delays may have on the critical path.
  - (b) The Contractor, if requested, must submit to the Engineer within five days after a firm delivery date for the material and equipment is established, a written statement regarding the delay. The Contractor must justify the delay as follows:
    1. State specifically all reasons for the delay. Explain in a detailed chronology the effect of the delay on the critical path.
    2. Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s), and any other documents to support the time extension request.

227 3. Cite the start and end date of the delay and the  
228 time extension requested.

229  
230 **(5) Delays for Suspension of Work.** When the performance of  
231 the work is totally suspended for one or more days (calendar or  
232 working days, as appropriate) by order of the Engineer in accordance  
233 with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the  
234 number of days from the effective date of the Engineer's order to  
235 suspend operations to the effective date of the Engineer's order to  
236 resume operations shall not be counted as contract time and the  
237 contract completion date will be adjusted. During periods of partial  
238 suspensions of the work, the Contractor will be granted a time  
239 extension only if the partial suspension affects the critical path. If the  
240 Contractor believes that an extension of time is justified for a partial  
241 suspension of work, it must request the extension in writing at least  
242 five working days before the partial suspension will affect the critical  
243 operation(s) in progress. The Contractor must show how the critical  
244 path was increased based on the status of the work and must also  
245 support its claim if requested, with statements from its subcontractors.  
246 A suspension of work will not constitute a waiver of pre-existing  
247 Contractor delay.

248  
249 **(6) Contractor Caused Delays.** No time extension will be granted  
250 under the following circumstances:

251  
252 **(a)** Delays within the Contractor's control in performing the  
253 work caused by the Contractor, subcontractor, supplier, or any  
254 combination thereof.

255  
256 **(b)** Delays within the Contractor's control in arrival of  
257 materials and equipment caused by the Contractor,  
258 subcontractor, supplier, or any combination thereof, in ordering,  
259 fabricating, and delivery.

260  
261 **(c)** Delays requested for changes which do not affect the  
262 critical path.



263 (d) Delays caused by the failure of the Contractor to make  
 264 submittals in a timely manner for review and acceptance by the  
 265 Engineer, such as but not limited to shop drawings, descriptive  
 266 sheets, material samples, and color samples except as covered  
 267 in Subsection 108.05(B)(3) – Delays Beyond Contractor’s  
 268 Control and 108.05(B)(4) – Delays in Delivery of Materials or  
 269 Equipment.

270  
 271 (e) Delays caused by the failure to submit sufficient  
 272 information and data in a timely manner in the proper form in  
 273 order to obtain necessary permits related to the work.

274  
 275 (f) Failure to follow the procedure within the time allowed  
 276 by contract to request a time extension.

277  
 278 (g) Failure of the Contractor to provide evidence sufficient  
 279 to support the time extension request.

280  
 281 (7) **Reduction in Time.** If the State deletes or modifies any portion  
 282 of the work, an appropriate reduction of contract time may be made  
 283 in accordance with Subsection 104.02 - Changes.

284  
 285 **108.06 Progress Schedules.**

286  
 287 (A) **Forms of Schedule.** All schedules shall be submitted using the  
 288 specific computer program designated in the bid documents. If no such  
 289 scheduling software program is designated, then all schedules shall be  
 290 submitted using the latest version of Microsoft Project by Microsoft or  
 291 approved equivalent software program.

292  
 293 Schedule submittals shall be as follows:

294  
 295 (1) **For Contracts \$2,000,000 or less or For Contract Time 100**  
 296 **Working Days or 140 Calendar Days or Less.** For contracts of  
 297 \$2,000,000 or less or for contract time of 100 working days or 140  
 298 calendar days or less, the progress schedule will be a Time Scaled  
 299 Logic Diagram (TSLD). The Contractor shall submit a TSLD submittal  
 300 package meeting the following requirements and having these  
 301 essential and distinctive elements:

302  
 303 (a) The major features of work, such as but not limited to  
 304 BMP installation, grubbing, roadway excavation, structure  
 305 excavation, structure construction, shown in the chronological  
 306 order in which the Contractor proposes to work that feature or  
 307 work and its location on the project. The schedule shall account  
 308 for normal inclement weather, unusual soil or other conditions

- 309 that may influence the progress of the work, schedules, and  
310 coordination required by any utility, off or on site fabrications,  
311 and other pertinent factors that relate to progress;  
312
- 313 **(b)** All features listed or not listed in the contract documents  
314 that the Contractor considers a controlling factor for the timely  
315 completion of the contract work.  
316
- 317 **(c)** The time span and sequence of the activities or events  
318 for each feature, and its interrelationship and  
319 interdependencies in time and logic to other features in order  
320 to complete the project.  
321
- 322 **(d)** The total anticipated time necessary to complete work  
323 required by the contract.  
324
- 325 **(e)** A chronological listing of critical intermediate dates or  
326 time periods for features or milestones or phases that can affect  
327 timely completion of the project.  
328
- 329 **(f)** Major activities related to the location on the project.  
330
- 331 **(g)** Non-construction activities, such as submittal and  
332 acceptance periods for shop drawings and material,  
333 procurement, testing, fabrication, mobilization, and  
334 demobilization or order dates of long lead material.  
335
- 336 **(h)** Set schedule logic for out of sequence activities to retain  
337 logic. In addition, open ends shall be non-critical.  
338
- 339 **(i)** Show target bars for all activities.  
340
- 341 **(j)** Vertical and horizontal sight lines both major and minor  
342 shall be used as well as a separator line between groups. The  
343 Engineer will determine frequency and style.  
344
- 345 **(k)** The file name, print date, revision number, data and  
346 project title and number shall be included in the title block.  
347
- 348 **(l)** Have columns with the appropriate data in them for  
349 activity ID, description, original duration, remaining duration,  
350 early start, early finish, total float, percent complete, resources.  
351 The resource column shall list who is responsible for the work  
352 to be done in the activity. These columns shall be to the left of  
353 the bar chart.  
354

355 **(2) For Contracts Which Have A Contract Amount More Than**  
356 **\$2,000,000 Or Having A Contract Time Of More Than 100 Working**  
357 **Days Or 140 Calendar Days.** For contracts which have a contract  
358 amount more than \$2,000,000 or contract time of more than 100  
359 working days or 140 calendar days, the Contractor shall submit a  
360 Timed-Scaled Logic Diagram (TSLD) meeting the following  
361 requirements and having these essential and distinctive elements:  
362

363 **(a)** The information and requirements listed in Subsection  
364 108.06(A)(1) – For Contracts \$2,000,000 or Less or For  
365 Contract Time 100 Working Days or 140 Calendar Days or  
366 Less.

367  
368 **(b)** Additional reports and graphics available from the  
369 software as requested by the Engineer.

370  
371 **(c)** Sufficient detail to allow at least weekly monitoring of the  
372 Contractor and subcontractor's operations.

373  
374 **(d)** The time scaled schematic shall be on a calendar or  
375 working days basis. What will be used shall be determined by  
376 how the contract keeps track of time. It will be the same. Plot  
377 the critical calendar dates anticipated.

378  
379 **(e)** Breakdown of activity, such as forming, placing  
380 reinforcing steel, concrete pouring and curing, and stripping in  
381 concrete construction. Indicate location of work to be done in  
382 such detail that it would be easily determined where work would  
383 be occurring within approximately 200 feet.

384  
385 **(f)** Latest start and finish dates for critical path activities.

386  
387 **(g)** Identify responsible subcontractor, supplier, and others  
388 for their respective activity.

389  
390 **(h)** No individual activity shall have duration of more than 20  
391 calendar days unless requested and approved by the Engineer.

392  
393 **(i)** All activities shall have work breakdown structure codes  
394 and activity codes. The activity codes shall have coding that  
395 incorporates information for phase, location, who is  
396 responsible for doing work and type of operation and activity  
397 description.

398  
399 **(j)** Incorporate all physical access and availability  
400 restraints.

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**(B) Inspection and Testing.** All schedules shall provide reasonable time and opportunity for the Engineer to inspect and test each work activity.

**(C) Engineer's Acceptance of Progress Schedule.** The submittal of, and the Engineer's receipt of any progress schedule, shall not be deemed an agreement to modify any terms or conditions of the contract. Any modifications to the contract terms and conditions that appear in or may be inferred from an acceptable schedule will not be valid or enforceable unless and until the Engineer exercises discretion to issue an appropriate change order. Nor shall any submittal or receipt imply the Engineer's approval of the schedule's breakdown, its individual elements, any critical path that may be shown, nor shall it obligate the State to make its personnel available outside normal working hours or the working hours established by the Contract in order to accommodate such schedule. The Contractor has the risk of all elements (whether or not shown) of the schedule and its execution. No claim for additional compensation, time, or both, shall be made by the Contractor or recognized by the Engineer for delays during any period for which an acceptable progress schedule or an updated progress schedule as required by Subsection 108.06(E) – Contractor's Continuing Schedule Submittal Requirements had not been submitted. Any acceptance or approval of the schedule shall be for general format only and shall not be deemed an agreement by the State that the construction means, methods, and resources shown on the schedule will result in work that conforms to the contract requirements or that the sequences or durations indicated are feasible.

**(D) Initial Progress Schedule.** The Contractor shall submit an initial progress schedule. The initial progress schedule shall consist of the following:

- (1)** Four sets of the TSLD schedule.
- (2)** All the software files and data to re-create the TSLD in a computerized software format as specified by the Engineer.
- (3)** A listing of equipment that is anticipated to be used on the project. Including the type, size, make, year of manufacture, and all information necessary to identify the equipment in the Rental Rate Blue Book for Construction Equipment.
- (4)** An anticipated manpower requirement graph plotting contract time and total manpower requirement. This may be superimposed over the payment graph.

446 (5) A Method Statement that is a detailed narrative describing the  
 447 work to be done and the method by which the work shall be  
 448 accomplished for each major activity. A major activity is an activity  
 449 that:

- 450
- 451 (a) Has a duration longer than five days.
- 452
- 453 (b) Is a milestone activity.
- 454
- 455 (c) Is a contract item that exceeds \$10,000 on the contract  
 456 cost proposal.
- 457
- 458 (d) Is a critical path activity.
- 459
- 460 (e) Is an activity designated as such by the Engineer.
- 461

462 Each Method Statement shall include the following items  
 463 needed to fulfill the schedule:

- 464
- 465 (a) Quantity, type, make, and model of equipment.
- 466
- 467 (b) The manpower to do the work, specifying worker  
 468 classification.
- 469
- 470 (c) The production rate per eight hour day, or the working  
 471 hours established by the contract documents needed to meet  
 472 the time indicated on the schedule. If the production rate is not  
 473 for eight hours, the number of working hours shall be indicated.
- 474
- 475 (6) Two sets of color time-scaled project evaluation and review  
 476 technique charts ("PERT") using the activity box template of Logic –  
 477 Early Start or such other template designated by the Engineer.
- 478

479 If the contract documents establish a sequence or order for the work,  
 480 the initial progress schedule shall conform to such sequence or order.

481

482 **(E) Contractor's Continuing Schedule Submittal Requirements.** After  
 483 the acceptance of the initial TSLD and when construction starts, the  
 484 Contractor shall submit four plotted progress schedules, two PERT charts,  
 485 and reports on all construction activities every two weeks (bi-weekly). This  
 486 scheduled bi-weekly submittal shall also include an updated version of the  
 487 project schedule in a computerized software format as specified by the  
 488 Engineer. The submittal shall have all the information needed to re-create  
 489 that time period's TSLD plot and reports. The bi-weekly submittal shall  
 490 include, but not limited to, an update of activities based on actual durations,

491 all new activities and any changes in duration or start or finish dates of any  
492 activity.

493  
494 The Contractor shall submit with every update, in report form  
495 acceptable to the Engineer, a list of changes to the progress schedule since  
496 the previous schedule submittal. The Engineer may change the frequency  
497 of the submittal requirements but may not require a submittal of the schedule  
498 to be more than once a week. The Engineer may decrease the frequency of  
499 the submittal of the bi-weekly schedule.

500  
501 The Contractor shall submit updates of the anticipated work  
502 completion graph, equipment listing, manpower requirement graph or  
503 method statement when requested by the Engineer. The Contractor shall  
504 submit such updates within 4 calendar days from the date of the request by  
505 the Engineer.

506  
507 The Engineer may withhold progress payment until the Contractor is  
508 in compliance with all schedule update requirements

509  
510 **(F) Float.** All float appearing on a schedule is a shared commodity. Float  
511 does not belong to or exist for the exclusive use or benefit of either the State  
512 or the Contractor. The State or the Contractor has the opportunity to use  
513 available float until it is depleted. Float has no monetary value.

514  
515 **(G) Scheduled Meetings.** The Contractor shall meet on a bi-weekly basis  
516 with the Engineer to review the progress schedule. The Contractor shall have  
517 someone attending the meeting that can answer all questions on the TSLD  
518 and other schedule related submittals.

519  
520 **(H) Accelerated Schedule; Early Completion.** If the Contractor submits  
521 an accelerated schedule (shorter than the contract time), the Engineer's  
522 review and acceptance of an accelerated schedule does not constitute an  
523 agreement or obligation by the State to modify the contract time or completion  
524 date. The Contractor is solely responsible for and shall accept all risks and  
525 any delays, other than those that can be directly and solely attributable to the  
526 State, that may occur during the work, until the contract completion date. The  
527 contract time or completion date is established for the benefit of the State  
528 and cannot be changed without an appropriate change order or Substantial  
529 Completion granted by the State. The State may accept the work before the  
530 completion date is established, but is not obligated to do so.

## 108.10

531 If the TSLD indicates an early completion of the project, the Contractor  
532 shall, upon submittal of the schedule, cooperate with the Engineer in  
533 explaining how it will be achieved. In addition, the Contractor shall submit  
534 the above explanation in writing which shall include the State's part, if any, in  
535 achieving the early completion date. Early completion of the project shall not  
536 rely on changes to the Contract Documents unless approved by the  
537 Engineer.

538

539 **(I) Contractor Responsibilities.** The Contractor shall promptly respond  
540 to any inquiries from the Engineer regarding any schedule submission. The  
541 Contractor shall adjust the schedule to address directives from the Engineer  
542 and shall resubmit the TSLD package to the Engineer until the Engineer finds  
543 it acceptable.

544

545 The Contractor shall perform the work in accordance with the  
546 submitted TSLD. The Engineer may require the Contractor to provide  
547 additional work forces and equipment to bring the progress of the work into  
548 conformance with the TSLD at no increase in contract price or contract time  
549 whenever the Engineer determines that the progress of the work does not  
550 insure completion within the specified contract time.

551

552 **108.07 Weekly Meeting.** In addition to the bi-weekly schedule meetings, the  
553 Contractor shall be available to meet once a week with the Engineer at the time and  
554 place as determined by the Engineer to discuss the work and its progress including  
555 but not limited to, the progress of the project, potential problems, coordination of  
556 work, submittals, erosion control reports, etc. The Contractor's personnel attending  
557 shall have the authority to make decisions and answer questions.

558

559 The Contractor shall bring to weekly meetings a detailed work schedule  
560 showing the next three weeks' work. Number of copies of the detailed work  
561 schedule to be submitted will be determined by the Engineer. The three-week  
562 schedule is in addition to the TSLD and shall in no way be considered as a substitute  
563 for the TSLD or vice versa. The three-week schedule shall show:

564

565 **(a)** All construction events, traffic control and BMP related activities in  
566 such detail that the Engineer will be able to determine at what location and  
567 type of work will be done for any day for the next three weeks. This is for the  
568 State to use to plan its manpower requirements for that time period.

569

570 **(b)** The duration of all events and delays.

571

572 **(c)** The critical path clearly marked in red or marked in a manner that  
573 makes it clearly distinguishable from other paths and is acceptable to the  
574 Engineer.

575

576 **(d)** Critical submittals and requests for information (RFI's).

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(e) The project title, project number, date created, period the schedule covers, Contractor's name and creator of the schedule on each page.

Two days prior to each weekly meeting, the Contractor shall submit a list of outstanding submittals, RFIs and issues that require discussion.

**108.08 Liquidated Damages for Failure to Complete the Work or Portions of the Work on Time.** The actual amount of damages resulting from the Contractor's failure to complete the contract in a timely manner is difficult to accurately determine. Therefore, the amount of such damages shall be liquidated damages as set forth herein and in the special provisions. The State may, at its discretion, deduct the amount from monies due or that may become due under the contract.

When the Contractor fails to reach substantial completion of the work for which liquidated damages are specified, within the time or times fixed in the contract or any extension thereof, in addition to all other remedies for breach that may be available to the State, the Contractor shall pay liquidated damages to the State, in the amount of \$3,500 per working day.

**(A) Liquidated Damages Upon Termination.** If the State terminates on account of Contractor's default, liquidated damages may be charged against the defaulting Contractor and its surety until final completion of work.

**(B) Liquidated Damages for Failure to Complete the Punchlist.** The Contractor shall complete the work on any punchlist created after the pre-final inspection, within the contract time or any extension thereof.

When the Contractor fails to complete the work on such punchlist within the contract time or any extension thereof, the Contractor shall pay liquidated damages to the State of 20 percent of the amount of liquidated damages established for failure to substantially complete the work within contract time. Liquidated damages shall not be assessed for the period between:

- (1) Notice from the Contractor that the project is substantially complete and the time the punchlist is delivered to the Contractor.
- (2) The date of the completion of punchlist as determined by the Engineer and the date of the successful final inspection, and
- (3) The date of the Final Inspection that results in Substantial Completion and the receipt by the Contractor of the written notice of Substantial Completion.



622           **(C) Actual Damages Recoverable If Liquidated Damages Deemed**  
623           **Unenforceable.** In the event a court of competent jurisdiction holds that any  
624           liquidated damages assessed pursuant to this contract are unenforceable,  
625           the State will be entitled to recover its actual damages for Contractor's failure  
626           to complete the work, or any designated portion of the work within the time  
627           set by the contract.

628  
629           **108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In addition  
630           to all other remedies available to the State for Contractor's breach of the terms of  
631           the contract, the Engineer will assess the rental fees in the amount of \$1,000 for  
632           every one-to fifteen-minute increment for each roadway lane closed to public use or  
633           occupied beyond the time periods authorized in the contract or by the Engineer. The  
634           maximum amount assessed per day shall be \$10,000. The State may, at its  
635           discretion, deduct the amount from monies due or that may become due under the  
636           contract. The rental fee may be waived in whole or part if the Engineer determines  
637           that the unauthorized period of lane closure or occupancy was due to factors beyond  
638           the control of the Contractor. Equipment breakdown is not a cause to waive  
639           liquidated damages.

640  
641           **108.10 Suspension of Work.**

642  
643           **(A) Suspension of Work.** The Engineer may, by written order, suspend  
644           the performance of the work, either in whole or in part, for such periods as  
645           the Engineer may deem necessary, for any cause, including but not limited  
646           to:

647  
648                   **(1)** Weather or soil conditions considered unsuitable for  
649                   prosecution of the work.

650  
651                   **(2)** Whenever a redesign that may affect the work is deemed  
652                   necessary by the Engineer.

653  
654                   **(3)** Unacceptable noise or dust arising from the construction even  
655                   if it does not violate any law or regulation.

656  
657                   **(4)** Failure on the part of the Contractor to:

658  
659                           **(a)** Correct conditions unsafe for the general public or for  
660                           the workers.

661  
662                           **(b)** Carry out orders given by the Engineer.

## 108.10

663 (c) Perform the work in strict compliance with the provisions  
664 of the contract.

665  
666 (d) Provide adequate supervision on the jobsite.  
667 (5) The convenience of the State.  
668

669 **(B) Partial and Total Suspension.** Suspension of work on some but not  
670 all items of work shall be considered a “partial suspension”. Suspension of  
671 work on all items shall be considered “total suspension”. The period of  
672 suspension shall be computed from the date set out in the written order for  
673 work to cease until the date of the order for work to resume.  
674

675 **(C) Reimbursement to Contractor.** In the event that the Contractor is  
676 ordered by the Engineer in writing as provided herein to suspend all work  
677 under the contract for the reasons specified in Subsections 108.10(A)(2),  
678 108.10(A)(3), or 108.10(A)(5) of the “Suspension of Work” paragraph, the  
679 Contractor may be reimbursed for actual direct costs incurred on work at the  
680 jobsite, as authorized in writing by the Engineer, including costs expended  
681 for the protection of the work. An allowance of 5 percent for indirect  
682 categories of delay costs will be paid on any reimbursed direct costs,  
683 including extended branch and home-office overhead and delay impact  
684 costs. No allowance will be made for anticipated profits. Payment for  
685 equipment which is ordered to standby during such suspension of work shall  
686 be made as described in Subsection 109.06(H) - Idle and Standby  
687 Equipment.  
688

689 **(D) Cost Adjustment.** If the performance of all or part of the work is  
690 suspended for reasons beyond the control of the Contractor except an  
691 adjustment shall be made for any increase in cost of performance of this  
692 contract (excluding profit) necessarily caused by such suspension, and the  
693 contract modified in writing accordingly.  
694

695 However, no adjustment to the contract price shall be made for any  
696 suspension, delay, or interruption:  
697

698 (1) For weather related conditions.  
699

700 (2) To the extent that performance would have been so  
701 suspended, delayed, or interrupted by any other cause, including the  
702 fault or negligence of the Contractor.  
703

704 (3) Or, for which an adjustment is provided for or excluded under  
705 any other provision of this Contract.  
706

707 **(E) Claims for Adjustment.** Any adjustment in contract price made shall  
 708 be determined in accordance with Subsections 104.02 – Changes and  
 709 104.06 – Methods of Price Adjustment.  
 710

711 Any claims for such compensation shall be filed in writing with the  
 712 Engineer within 30 days after the date of the order to resume work or the  
 713 claim will not be considered. The claim shall conform to the requirements of  
 714 Subsection 107.15(D) – Making of a Claim. The Engineer will take the claim  
 715 under consideration, may make such investigations as are deemed  
 716 necessary and will be the sole judge as to the equitability of the claim. The  
 717 Engineer’s decision will be final.  
 718

719 **(F) No Adjustment.** No provision of this clause shall entitle the  
 720 Contractor to any adjustments for delays due to failure of its surety, the  
 721 cancellation or expiration of any insurance coverage required by the contract  
 722 documents, for suspensions made at the request of the Contractor, for any  
 723 delay required under the contract, for suspensions, either partial or whole,  
 724 made by the Engineer under Subsection 108.10(A)(4) of the “Suspension of  
 725 work” paragraph.  
 726

727 **108.11 Termination of Contract for Cause.**  
 728

729 **(A) Default.** If the Contractor refuses or fails to perform the work, or any  
 730 separable part thereof, with such diligence as will assure its completion within  
 731 the time specified in this contract, or any extension thereof, or commits any  
 732 other material breach of this contract, and further fails within seven days after  
 733 receipt of written notice from the Engineer to commence and continue  
 734 correction of the refusal or failure with diligence and promptness, the  
 735 Engineer may, by written notice to the Contractor, declare the Contractor in  
 736 breach and terminate the Contractor’s right to proceed with the work or the  
 737 part of the work as to which there has been delay or other breach of contract.  
 738 In such event, the State may take over the work, perform the same to  
 739 completion, by contract or otherwise, and may take possession of, and utilize  
 740 in completing the work, the materials, appliances, and plants as may be on  
 741 the site of the work and necessary therefore. Whether or not the Contractor’s  
 742 right to proceed with the work is terminated, the Contractor and the  
 743 Contractor’s sureties shall be liable for any damage to the State resulting  
 744 from the Contractor’s refusal or failure to complete the work within the  
 745 specified time.  
 746

747 **(B) Additional Rights and Remedies.** The rights and remedies of the  
 748 State provided in this contract are in addition to any other rights and remedies  
 749 provided by law.  
 750

751 **(C) Costs and Charges.** All costs and charges incurred by the State,  
 752 together with the cost of completing the work under contract, will be deducted

753 from any monies due or which would or might have become due to the  
 754 Contractor had it been allowed to complete the work under the contract. If  
 755 such expense exceeds the sum which would have been payable under the  
 756 contract, then the Contractor and the surety shall be liable and shall pay the  
 757 State the amount of the excess.

758  
 759 In case of termination, the Engineer will limit any payment to the  
 760 Contractor to the part of the contract satisfactorily completed at the time of  
 761 termination. Payment will not be made until the work has satisfactorily been  
 762 completed and all required documents, including the tax clearance required  
 763 by Subsection 109.11 – Final Payment are submitted by the Contractor.  
 764 Termination shall not relieve the Contractor or Surety from liability for  
 765 liquidated damages.

766  
 767 **(D) Erroneous Termination for Cause.** If, after notice of termination of  
 768 the Contractor's right to proceed under this section, it is determined for any  
 769 reason that good cause did not exist to allow the State to terminate as  
 770 provided herein, the rights and obligations of the parties shall be the same  
 771 as, and the relief afforded the Contractor shall be limited to, the provisions  
 772 contained in Subsection 108.12 – Termination for Convenience.

773  
 774 **108.12 Termination For Convenience.**

775  
 776 **(A) Terminations.** The Director may, when the interests of the State so  
 777 require, terminate this contract in whole or in part, for the convenience of the  
 778 State. The Director will give written notice of the termination to the Contractor  
 779 specifying the part of the contract terminated and when termination becomes  
 780 effective.

781  
 782 **(B) Contractor's Obligations.** The Contractor shall incur no further  
 783 obligations in connection with the terminated work and on the date set in the  
 784 notice of termination the Contractor shall stop work to the extent specified.  
 785 The Contractor shall also terminate outstanding orders and subcontracts as  
 786 they relate to the terminated work. The Contractor shall settle the liabilities  
 787 and claims arising out of the termination of subcontracts and orders  
 788 connected with the terminated work subject to the State's approval. The  
 789 Engineer may direct the Contractor to assign the Contractor's right, title, and  
 790 interest under terminated orders or subcontracts to the State. The Contractor  
 791 must still complete the work not terminated by the notice of termination and  
 792 may incur obligations as necessary to do so.

793  
 794 **(C) Right to Construction and Goods.** The Engineer may require the  
 795 Contractor to transfer title and to deliver to the State in the manner and to the  
 796 extent directed by the Engineer, the following:

- 797 (1) Any completed work.  
798
- 799 (2) Any partially completed construction, goods, materials, parts,  
800 tools, dies, jigs, fixtures, drawings, information, and contract rights  
801 (hereinafter called "construction material") that the Contractor has  
802 specifically produced or specially acquired for the performance of the  
803 terminated part of this contract.  
804
- 805 (3) The Contractor shall protect and preserve all property in the  
806 possession of the Contractor in which the State has an interest. If the  
807 Engineer does not elect to retain any such property, the Contractor  
808 shall use its best efforts to sell such property and construction  
809 materials for the State's account in accordance with the standards of  
810 HRS Chapter 490:2-706.  
811
- 812 **(D) Compensation.**  
813
- 814 (1) The Contractor shall submit a termination claim specifying the  
815 amounts due because of the termination for convenience together with  
816 cost or pricing data, submitted to the extent required by HAR  
817 Subchapter 15, Chapter 3-122. If the Contractor fails to file a  
818 termination claim within one year from the effective date of  
819 termination, the Engineer may pay the Contractor, if at all, an amount  
820 set in accordance with Subsection 108.12(D)(3).  
821
- 822 (2) The Engineer and the Contractor may agree to a settlement  
823 provided the Contractor has filed a termination claim supported by cost  
824 or pricing data submitted as required and that the settlement does not  
825 exceed the total contract price plus settlement costs reduced by  
826 payments previously made by the State, the proceeds of any sales of  
827 construction, supplies, and construction materials under Subsection  
828 108.12(C)(3), and the proportionate contract price of the work not  
829 terminated.  
830
- 831 (3) Absent complete agreement, the Engineer will pay the  
832 Contractor the following amounts less any payments previously made  
833 under the contract:  
834
- 835 (a) The cost of all contract work performed prior to the  
836 effective date of the notice of termination work plus a 5 percent  
837 markup on the actual direct costs, including amounts paid to  
838 subcontractor, less amounts paid or to be paid for completed  
839 portions of such work; provided, however, that if it appears that  
840 the Contractor would have sustained a loss if the entire contract  
841 would have been completed, no markup shall be allowed or  
842 included and the amount of compensation shall

843 be reduced to reflect the anticipated rate of loss. No anticipated  
844 profit or consequential damage will be due or paid.

845  
846 **(b)** Subcontractors shall be paid a markup of 10 percent on  
847 their direct job costs incurred to the date of termination. No  
848 anticipated profit or consequential damage will be due or paid  
849 to any subcontractor. These costs must not include payments  
850 made to the Contractor for subcontract work during the contract  
851 period.

852  
853 **(c)** The total sum to be paid the Contractor shall not exceed  
854 the total contract price reduced by the amount of any sales of  
855 construction supplies, and construction materials.

856  
857 **(4)** Cost claimed, agreed to, or established by the State shall be in  
858 accordance with HAR Chapter 3-123.

859  
860 **108.13 Pre-Final and Final Inspections.**

861  
862 **(A) Inspection Requirements.** Before the Engineer undertakes a final  
863 inspection of any work, a pre-final inspection must first be conducted. The  
864 Contractor shall notify the Engineer that the work has reached substantial  
865 completion and is ready for pre-final inspection.

866  
867 **(B) Pre-Final Inspection.** Before notifying the Engineer that the work has  
868 reached substantial completion, the Contractor shall inspect the project and  
869 test all installed items with all of its subcontractors as appropriate. The  
870 Contractor shall also submit the following documents as applicable to the  
871 work:

872  
873 **(1)** All written guarantees required by the contract.

874  
875 **(2)** Two accepted final field-posted drawings as specified in  
876 Section 648 – Field-Posted Drawings;

877  
878 **(3)** Complete weekly certified payroll records for the Contractor  
879 and Subcontractors.

880  
881 **(4)** Certificate of Plumbing and Electrical Inspection.

882  
883 **(5)** Certificate of building occupancy as required.

884  
885 **(6)** Certificate of Soil and Wood Treatments.

886  
887 **(7)** Certificate of Water System Chlorination.

888

889                   (8) Certificate of Elevator Inspection, Boiler and Pressure Pipe  
890 Inspection.

891  
892                   (9) Maintenance Service Contract and two copies of a list of all  
893 equipment installed.

894  
895                   (10) Current Tax clearance. The contractor will be required to  
896 submit an additional tax clearance certificate when the final payment  
897 is made.

898  
899                   (11) And any other final items and submittals required by the  
900 contract documents.

901  
902                   **(C) Procedure.** When in compliance with the above requirements, the  
903 Contractor shall notify the Engineer in writing that the project has reached  
904 substantial completion and is ready for pre-final inspection.

905  
906                   The Engineer will then make a preliminary determination as to whether  
907 or not the project is substantially complete and ready for pre-final inspection.  
908 The Engineer may, in writing, postpone until after the pre-final inspection the  
909 Contractor's submittal of any of the items listed in Subsection 108.13(B) –  
910 Pre-Final Inspection, herein, if in the Engineer's discretion it is in the interest  
911 of the State to do so.

912  
913                   If, in the opinion of the Engineer, the project is not substantially  
914 complete, the Engineer will provide the Contractor a punchlist of specific  
915 deficiencies in writing which must be corrected or finished before the work  
916 will be ready for a pre-final inspection. The Engineer may add to or otherwise  
917 modify this punchlist from time to time. The Contractor shall take immediate  
918 action to correct the deficiencies and must repeat all steps described above  
919 including written notification that the work is ready for pre-final inspection.

920  
921                   After the Engineer is satisfied that the project appears substantially  
922 complete a final inspection shall be scheduled within ten working days after  
923 receipt of the Contractor's latest letter of notification that the project is ready  
924 for final inspection.

925  
926                   If, as a result of the pre-final inspection, the Engineer determines the  
927 work is not substantially complete, the Engineer will inform the Contractor in  
928 writing as to specific deficiencies which must be corrected before the work  
929 will be ready for another pre-final inspection. If the Engineer finds the work  
930 is substantially complete but finds deficiencies that must be corrected before  
931 the work is ready for final inspection, the Engineer will prepare in writing and  
932 deliver to the Contractor a punchlist describing such deficiencies.

933 At any time before final acceptance, the Engineer may revoke the  
 934 determination of substantial completion if the Engineer finds that it was not  
 935 warranted and will notify the Contractor in writing the reasons therefore  
 936 together with a description of the deficiencies negating the declaration.  
 937

938 When the date of substantial completion has been determined by the  
 939 State, liquidated damages for the failure to complete the punchlist, if due to  
 940 the State will be assessed in pursuant to Subsection 108.08(B) - Liquidated  
 941 Damages for Failure to Complete the Punchlist.  
 942

943 **(D) Punchlist; Clean Up and Final Inspection.** Upon receiving a  
 944 punchlist after pre-final inspection, the Contractor shall promptly devote all  
 945 required time, labor, equipment, materials and incidentals to correct and  
 946 remedy all punchlist deficiencies. The Engineer may add to or otherwise  
 947 modify this punchlist until substantial completion of the project.  
 948

949 Before final inspection of the work, the Contractor shall clean all  
 950 ground occupied by the Contractor in connection with the work of all rubbish,  
 951 excess materials temporary structures and equipment, shall remove all  
 952 graffiti and defacement of the work and all parts of the work and the worksite  
 953 must be left in a neat and presentable condition to the satisfaction of the  
 954 Engineer.  
 955

956 Final inspection will occur within ten working days after the Contractor  
 957 notifies the Engineer in writing that all punchlist deficiencies remaining after  
 958 the pre-final inspection have been completed and the Engineer concurs. If  
 959 the Engineer determines that deficiencies still remain at the final inspection,  
 960 the work will not be accepted and the Engineer will notify the Contractor, in  
 961 writing, of the deficiencies which shall be corrected and the steps above  
 962 repeated.  
 963

964 If the Contractor fails to correct the deficiencies and complete the work  
 965 by the established or agreed date, the State may correct the deficiencies by  
 966 whatever method it deems appropriate and deduct the cost from any  
 967 payments due the Contractor.  
 968

969 **108.14 Substantial Completion and Final Acceptance.**  
 970

971 **(A) Substantial Completion.** When the Engineer finds that the  
 972 Contractor has satisfactorily completed all work for the project in compliance  
 973 with the contract, with the exception of the planting period and the plant  
 974 establishment period, the Engineer will notify the Contractor, in writing, of the  
 975 project's substantial completion, effective as of the date of the final  
 976 inspection. The substantial completion date shall determine end of contract  
 977 time and relieve contractor of any additional accumulation of liquidated  
 978 damages for failure to complete the punchlist.



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**(B) Final Acceptance.** When the Engineer finds that the Contractor has satisfactorily completed all contract work in compliance with the contract including all plant establishment requirements, and all the materials have been accepted by the State, the Engineer will issue a Final Acceptance Letter. The Final Acceptance date shall determine the commencement of all guaranty periods subject to Subsection 108.16 – Contractor’s Responsibility for Work; Risk of Loss or Damage.

**108.15 Use of Structure or Improvement.** The State has the right to use the structure, equipment, improvement, or any part thereof, at any time after it is considered by the Engineer as available. In the event that the structure, equipment or any part thereof is used by the State before final acceptance, the Contractor is not relieved of its responsibility to protect and preserve all the work until final acceptance.

**108.16 Contractor’s Responsibility for Work; Risk of Loss or Damage.** Until the written notice of final acceptance has been received, the Contractor shall take every precaution against loss or damage to any part of the work by the action of the elements or from any other cause whatsoever, whether arising from the performance or from the non-performance of the work. The Contractor shall rebuild, repair, restore and make good all loss or damage to any portion of the work resulting from any cause before its receipt of the written notice of final acceptance and shall bear the risk and expense thereof.

The risk of loss or damage to the work from any hazard or occurrence that may or may not be covered by a builder’s risk policy is that of the Contractor and Surety, unless such risk of loss is placed elsewhere by express language in the contract documents.

**108.17 Guarantee of Work.**

**(1)** Regardless of, and in addition to, any manufacturers’ warranties, all work and equipment shall be guaranteed by the Contractor against defects in materials, equipment or workmanship for one year from the date of final acceptance or as otherwise specified in the contract documents.

**(2)** When the Engineer determines that repairs or replacements of any guaranteed work and equipment is necessary due to materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall, at no increase in contract price or contract time, and within five working days of receipt of written notice from the State, commence to all of the following:

**(a)** Correct all noted defects and make replacements, as directed by the Engineer, in the equipment and work.

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(b) Repair or replace to new or pre-existing condition any damages resulting from such defective materials, equipment or installation thereof.

(3) The State will be entitled to the benefit of all manufacturers and installers warranties that extend beyond the terms of the Contractor's guaranty regardless of whether or not such extended warranty is required by the contract documents. The Contractor shall prepare and submit all documents required by the providers of such warranties to make them effective, and submit copies of such documents to the Engineer. If an available extended warranty cannot be transferred or assigned to the State as the ultimate user, the Contractor shall notify the Engineer who may direct that the warranted items be acquired in the name of the State as purchaser.

(4) If a defect is discovered during a guarantee period, all repairs and corrections to the defective items when corrected shall be guaranteed for a new duration equal to the original full guarantee period. The running of the guarantee period shall be suspended for all other work affected by any defect. The guarantee period for all other work affected by any such defect shall restart for its remaining duration upon confirmation by the Engineer that the deficiencies have been repaired or remedied.

(5) Nothing in this section is intended to limit or affect the State's rights and remedies arising from the discovery of latent defects in the work after the expiration of any guarantee period.

**108.18 No Waiver of Legal Rights.** The following will not operate or be considered as a waiver of any portion of the contract, or any power herein reserved, or any right to damages provided herein or by law:

- (1) Any payment for, or acceptance of, the whole or any part of the work.
- (2) Any extension of time.
- (3) Any possession taken by the Engineer.

A waiver of any notice requirement or of any noncompliance with the contract will not be held to be a waiver of any other notice requirement or any other noncompliance with the contract.

**108.19 Final Settlement of Contract.**

(A) **Closing Requirements.** The contract will be considered settled after the project acceptance date and when the following items have been satisfactorily submitted, where applicable:

- 1071 (1) All written guarantees required by the contract.
- 1072
- 1073 (2) Complete and certified weekly payrolls for the Contractor and
- 1074 its subcontractor's.
- 1075
- 1076 (3) Certificate of plumbing and electrical inspection.
- 1077
- 1078 (4) Certificate of building occupancy.
- 1079
- 1080 (5) Certificate for soil treatment and wood treatment.
- 1081
- 1082 (6) Certificate of water system chlorination.
- 1083
- 1084 (7) Certificate of elevator inspection, boiler and pressure pipe
- 1085 installation.
- 1086
- 1087 (8) Tax clearance.
- 1088
- 1089 (9) All other documents required by the Contract or by law.
- 1090

1091 **(B) Failure to Meet Closing Requirements.** The Contractor shall meet  
1092 the applicable closing requirements within 60 days from the date of Project  
1093 Acceptance or the agreed to Punchlist complete date. Should the Contractor  
1094 fail to comply with these requirements, the Engineer may terminate the  
1095 contract for cause.”

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**END OF SECTION 108**

**STRUCTURAL NOTES**

1. GENERAL

1. A. CONSTRUCTION LOADING SHALL NOT EXCEED DESIGN LIVE LOAD (SHEET S-001, 3B) UNLESS SHORING IS PROVIDED. CONTRACTOR SHALL CONTINUOUSLY MONITOR EXISTING HANGER RODS NEAR CONSTRUCTION ACTIVITIES FOR SIGNS OF DAMAGE OR FAILURE. ALL AREAS WITH DAMAGED HANGER RODS THAT DO NOT HAVE RETROFIT IN PLACE (E.G. A PROPOSED RETROFIT OR PREVIOUS RETROFIT) REQUIRE SHORING BEFORE PERFORMING OR CONTINUING CONSTRUCTION ACTIVITIES IN THAT AREA.

2. CODES AND REFERENCES:

A. CODES:

1. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION, 2020.

2. AASHTO LRFD ROAD TUNNEL DESIGN AND CONSTRUCTION GUIDE SPECIFICATIONS, 1ST EDITION, 2017.

3. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) STEEL CONSTRUCTION MANUAL, FIFTEENTH EDITION, 2017.

4. AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE REQUIRE FOR STRUCTURAL CONCRETE AND COMMENTARY, 2019.

5. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) 7-16 MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES, 2016.

6. HAWAII DEPARTMENT OF TRANSPORTATION DESIGN CRITERIA FOR BRIDGES AND STRUCTURES, AUGUST 8, 2014.

B. REFERENCES:

1. INBOUND TUNNEL RECORD DRAWINGS: KALIHI TUNNEL, SECTION C, JOB NO. 26-53, DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF HONOLULU, JULY 17, 1953.

2. OUTBOUND TUNNEL RECORD DRAWINGS: WILSON TUNNEL 2ND BORE, DEPARTMENT OF PUBLIC WORKS CITY AND COUNTY OF HONOLULU, AUGUST 12, 1957.

3. PREVIOUS HANGER ROD REPAIR PLANS: LIKELIKE HIGHWAY JOHN H. WILSON TUNNELS EMERGENCY CEILING REPAIRS, DEPARTMENT OF TRANSPORTATION STATE OF HAWAII, SEPTEMBER 30, 2015.

4. PREVIOUS HANGER ROD REPAIR PLANS: JOHN H. WILSON TUNNELS TEMPORARY HANGER ROD REPAIRS-AS-BUILT DRAWINGS, DEPARTMENT OF TRANSPORTATION STATE OF HAWAII, DECEMBER 16, 2022.

3. DESIGN CRITERIA:

A. DEAD LOAD:

1. EXISTING REINFORCED CONCRETE: 160 PCF

B. LIVE LOAD (SEE DETAIL 1):

1. PEDESTRIAN LIVE LOAD: 40 PSF

2. TEMPORARY STORAGE LIVE LOAD: 20 PSF

C. AIR PRESSURE (FROM VEHICULAR TRAFFIC): 10 PSF (ALTERNATING DIRECTIONS)

D. SEISMIC (ASCE HAZARD TOOL; ASCE/SEI 7-22):

1. SITE LOCATION; LATITUDE: 21.377743, LONGITUDE: -157.815061

2. PEAK GROUND ACCELERATION (PGA): 0.30G

3. SHORT-PERIOD SPECTRAL RESPONSE ACCELERATION ( $S_S$ ): 0.54g

4. 1-SECOND PERIOD SPECTRAL RESPONSE ACCELERATION ( $S_1$ ): 0.16G

5. SEISMIC DESIGN: CATEGORY D

6. RISK CATEGORY: IV

7. SOIL SITE CLASS: C-VERY DENSE SOIL AND SOFT ROCK.

4. MATERIALS:

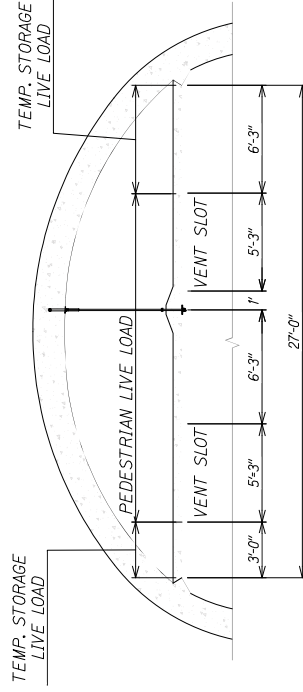
A. EXISTING REINFORCED CONCRETE: 3,000 PSI

1. B. NEW MATERIALS: FOR HANGER ROD ASSEMBLIES (I.E., UNDERCUT ANCHORS, ALL THREAD RODS, PLATE WASHERS, SLEEVE NUTS, AND HEX NUTS), SIKADUR 35 HI-MOD LV EPOXY GROUT, AND THE HANGER ROD CORROSION PROTECTION SYSTEM, SEE CONTRACTOR SPECIFICATIONS.

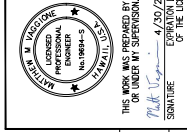
5. EXISTING CONCRETE:

A. CONTRACTOR SHALL NOT DAMAGE, CUT, OR DRILL THROUGH EXISTING REINFORCING. IF REINFORCING IS DAMAGED, THE CONTRACTOR SHALL INFORM THE CONTRACTING OFFICER IMMEDIATELY AND SHALL BE RESPONSIBLE FOR REPAIRING THE DAMAGE AT CONTRACTOR'S SOLE EXPENSE AND TO THE SATISFACTION OF THE CONTRACTING OFFICER.

B. PRIOR TO DRILLING OR CUTTING ANY CONCRETE SURFACE, CONTRACTOR SHALL SCAN CONCRETE WITH A RADAR DETECTION SYSTEM, GROUND-PENETRATING RADAR (GPR), OR SIMILAR TECHNOLOGY TO LOCATE AND AVOID DAMAGING EXISTING REINFORCING.



DETAIL 1 - LIVE LOAD DIAGRAM  
(IB TUNNEL SHOWN, OR SIMILAR)



1  
SHEET S-001 NOTE 1A HAS BEEN REMOVED, 1B HAS BEEN REPLACED AND 4B HAS BEEN REVISED  
DATE 06/09/24  
SIGNATURE  
REVISION

## July 30, 2024 PRE-BID MEETING MINUTES

Subject: Likelike Highway, Wilson Tunnel Structural Repairs  
Island of Oahu  
Federal-Aid Project No. BR-063-1(028)

Attendees: See attached list of attendees.

- A. The meeting was called to order by Robert Loo (HDOT Project Engineer) at about 10:05 a.m. to brief the prospective bidders for the subject project.
- B. Bidders were reminded, anything said at this meeting is for clarification only. The bid documents shall govern over anything said and discrepancies shall be clarified by addendum.
- C. The Office of Civil Rights (OCR) wants bidders to be aware of DBE requirements:
- a. DBE Goal for this project is 4.3%
  - b. Be sure to document discussions, phone calls, faxes or memos relating to your efforts in meeting the DBE goal.
  - c. DBEs must be certified by the bid opening date.
  - d. DBE subcontractors, manufacturers, suppliers, trucking companies and any second tier subcontractors shall be listed on the respective DBE forms in order to receive credit.
  - e. DBE forms are due to the HDOT project manager (Robert Loo, Robert.s.loo@hawaii.gov) by 4:30pm HST, (5) calendar days after bid opening. These documents are confidential and should not be included with submitted proposals.
  - f. BIDDER REGISTRATION FORM. All firms bidding or quoting on DOT projects, including vendors, subcontractors, manufacturers, truckers, etc., must register as a bidder. Certified DBEs are automatically registered as a bidder with the HDOT.
  - g. Bidder Registration Form can be found at:  
<https://hidot.hawaii.gov/administration/files/2019/03/Bidder-Registration-Fillable-Form.pdf><https://hdot.dbesystem.com/>
  - h. Check the DBE Directory online at: <https://hdot.dbesystem.com/> to ensure the DBEs listed are certified.
- OCR's DBE full reminders from the meeting can be found at the end of these meeting minutes below.
- D. Bidders were reminded that questions are due to HIEPRO by Tuesday August 6<sup>th</sup> at 2pm, and that bids are due by Bid Opening on August 20<sup>th</sup> at 2pm.
- E. No questions were asked by prospective bidders during this meeting.
- F. Meeting was adjourned at about 10:18 am.

## OCR's DBE Reminders

Policy of the State of Hawaii, Department of Transportation's (HDOT) DBE Program:

To ensure equal opportunity and non-discrimination in the award and administration of United States DOT-assisted contracts. Contractors shall take all necessary and reasonable steps in accordance with the regulations (49 CFR, Part 26) to ensure that DBE's have an equal opportunity to compete for and perform on contracts.

DBE Goal for this project: 4.3%

- Be sure to document discussions, phone calls, faxes or memos relating to your efforts in meeting the DBE goal.
- DBEs must be certified by the bid opening date.
- DBE subcontractors, manufacturers, suppliers, trucking companies and any second tier subcontractors shall be listed on the respective DBE forms in order to receive credit.

**The following forms are due to the Department's Project Manager or designee by the close of business, 4:30 P.M. Hawaii Standard Time (HST), five (5) calendar days after bid opening. These forms are confidential documents and should not be included with the submitted proposals.**

- A best practice would be to email the required DBE documents to the Department's Project Manager or designee so they can be received prior to the 4:30 P.M. HST deadline.

1. **DBE Confirmation and Commitment Agreement**. This form must be **signed by the bidder/offeror and each DBE** subcontractor, manufacturer, supplier, or trucking company. Information to be provided on the form shall include, among other things, the project number, the DBE's NAICS codes, description of work, bid items with corresponding price information, prime contractor name and contact information, DBE name and contact information and subcontractor name and contact information if the DBE is a second tier subcontractor.

To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.

2. **DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction**. List the dollar amount of all subcontractors, manufacturers, suppliers, and trucking companies (both DBE and non-DBE firms). Bidder/offeror must also list the DBE project goal on this form. The bidder/offeror must submit documentation demonstrating how the DBE goal was met or how the bidder/offeror attempted to meet the goal if the goal was not met. This documentation shall include quotations for both DBE and non-DBE subcontractors when a non-DBE is selected over a DBE for the project.

Documentation of good faith efforts is required irrespective of whether the bidder/offeror met the DBE project goal.

The above forms must be complete and provide the necessary information to properly evaluate bids/proposals. Failure to provide any of the above shall be cause for bid/proposal rejection. It is in best interest of the bidder to ensure that that dollar amount listed for DBEs on the DBE Confirmation and Commitment Agreement and the DBE Contract Goal Verification and Good Faith Efforts (GFE) Documentation for Construction are consistent and in alignment with each other.

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

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

DBE contract goal percentage = Contract Dollar Value of the work to be performed by DBE subcontractors, truckers/haulers, and manufacturers, plus 60% of the contract dollar value of DBE suppliers, divided by the sum of all contract items (sum of all contract items is the total amount for comparison of bids less mobilization, force account items, and allowance items).

The Department shall adjust the bidder's/offeror's DBE contract goal to the amount of the project goal if it finds that the bidder/offeror met the goal but erroneously calculated a lower percentage. If the amount the bidder/offeror submits as its contract goal exceeds the project goal, the bidder/offeror shall be held to the higher goal.

- In the bid documents be sure to refer to the DBE Requirements section and pay special attention to:
  - Section VIII. Demonstration of Good Faith Efforts for Contract Award, which summarizes the kinds of efforts that will be considered demonstrative of good faith efforts, and
  - Section IX. Administrative Reconsideration, which describes the process the apparent low bidder may take if they failed to meet the provisions of 49 CFR Sections 26.53(a)
- All federally funded projects awarded after October 1, 2017 are required to use the Certification and Contract Compliance Management System program, an online payment tracking system. This project will be required to use the Certification and Contract Compliance Management System program. HDOT OCR will work with the Project Engineer

and selected bidder to get the contract information to create a contract record for the project. Subcontractors, suppliers, manufacturers, trucking companies, etc. that are selected to work on this project are expected to log in (on a regular basis) and indicate if payment was prompt and provide all required information.

- BIDDER REGISTRATION FORM. All firms bidding or quoting on DOT projects, including vendors, subcontractors, manufacturers, truckers, etc., must register as a bidder. Certified DBEs are automatically registered as a bidder with the HDOT.

Bidder Registration Form can be found at:

<https://hidot.hawaii.gov/administration/files/2019/03/Bidder-Registration-Fillable-Form.pdf>

- Be sure to check the DBE Directory online at: <https://hdot.dbesystem.com/> to ensure the DBEs listed are certified.



**HIGHWAYS DIVISION**  
**PRE-BID CONFERENCE ATTENDANCE**

**SUBJECT:** Likelike Highway, Wilson Tunnel Structural Repairs  
Island of Oahu

**PROJECT NO.:** BR-063-1(028)

**DATE, TIME & PLACE:** July 30, 2024; 10:00 A.M.  
Pre-offer conference held virtually

Microsoft Teams

NAME	OFFICE	CONTACT
Robert Loo	HDOT Design Branch	(808) 692-8440 Robert.S.Loo@hawaii.gov
Jillian Chen	HDOT Design Branch	(808) 692-8439
Lindsey Hisamoto	HDOT Design Branch	lindsey.a.hisamoto@hawaii.gov
Arlee Aquino	HDOT Design Branch	arlee.aquino@hawaii.gov
Brent Ching	HDOT Design Branch	brent.k.ching@hawaii.gov
Joel Yago	HDOT Tunnels Operation Section	joel.a.yago@hawaii.gov
Jesus Navarro	Office of Civil Rights	Jesus.Navarro@hawaii.gov
Andrew Cronin	Conсор Engineers	(859) 652-9611 acronin@consoreng.com
Adam Miller	Conсор Engineers	adam.miller@consoreng.com
Cristian Caicedo	Triton Marine Construction Corp.	808-488-0854
Steve Baginski	Kaikor Construction Group	(808) 841-3110
Whitney Cueva	Kaikor Construction Group	(808) 841-3110
Dom Cueva	Kaikor Construction Group	(808) 841-3110
Jordan Bleasdale	Mocon Corporation	(808) 749-2322 jordan@moconcorp.com
Nick Schmid	Abhe & Svoboda, Inc.	(808) 682-4833

**Questions for solicitation: B25000142 BR-063-1(028) Likelike Highway, Wilson  
Tunnel Structural Repairs  
08/06/2024**

**1. The DBE project goal of 4.3% at the \$5,000,000 budget yields about \$215,000 of DBE coverage for this project. How was this goal calculated, and what types of DBE coverage was anticipated?**

The scope of work, location of the project, and subcontracting opportunities available are provided by the Project Engineer and used to calculate the DBE goal for the project. The DBE project goal is reviewed and agreed upon by review committee before it is finalized for the solicitation. Mobilization, force account work items and allowance work items are not included in the calculation of the DBE goal.

**2. What is the liquidated damages for this project?**

The liquidated damages amount was previously missing from Section 108. See updated Section 108 – Prosecution and Progress dated 8/9/2024.

**3. Where are the access points to the tunnel plenum?**

See annotated plan sheets added as supplemental material provided via addendum: “BR-063-1(028) Prospective Bidder Questions\_Response No. 3.pdf”.

For the Honolulu bound tunnel, there are access stairways near Kaneohe and Kalihi Portals (left lane). For the Kaneohe bound tunnel, there are access hatches in ceiling with ladders above left lane near Kaneohe and Kalihi Portals.

**4. Are there as-builts of the tunnel available showing the reinforcing in the tunnel lining?**

Yes. As-built drawings will be provided will be added as supplemental material via addendum.

**5. Will all rods be installed plumb to the ceiling tile and tunnel liner? Details show that the rods and washers are to be installed flush to the bottom of the tunnel lining surface and ceiling tile. Confirming that there is no slope to the ceiling?**

The tunnel bores and roadway surface are sloped in the longitudinal direction along the tunnel (i.e., both bores slope downward towards Kaneohe). The plenum slab is generally parallel to the roadway surface but the angle changes along its length. In some locations, the height of the plenum—the distance from the top of the slab to the liner—increases or decreases along the tunnel. Additionally, the tunnel liner within the plenum is arched; therefore, the liner is sloped in the transverse direction as well.

All Hanger Rod Assemblies shall be installed vertically and not perpendicular to the liner or plenum slab, matching the as-built hanger rods. The tolerance from plumb/vertical shall be 2%. The tunnel ceiling (i.e., plenum slab) does not have tiles.

**6. Is there existing lighting in the tunnel plenum?**

Current plenum lighting conditions are minimal, and HDOT cannot guarantee it will be functioning during construction. We recommend that the Contractor should provide their own supplemental lighting.

**7. Is the tunnel plenum clear of any utilities, etc?**

No. See example plenum photos in supplemental material, "BR-063-1(028) Prospective Bidder Questions\_Response No. 7.pdf" provided via addendum.

**8. Is the tunnel plenum where all the ventilation from the tunnel goes through (will the crew be exposed to all the fumes from the tunnel)? Or is there a closed duct system used to expel the fumes from the tunnel?**

Yes, the plenum is supposed to serve as the ventilation duct for the tunnel (i.e., draw air, traffic exhaust, etc. from the tunnel, through the plenum, and out of the ventilation shaft). There are no closed duct systems for the work area.

Due to the exposure of said exhaust, inspection crews that have performed routine tunnel inspections in the recent past have been equipped with gas meters. Contractor shall continuously monitor the air conditions in the workspace.

**9. 1. Does this project have Federal Aid Funds?**

Yes.

**10. 2. Will the State have redundant anchors available for the successful bidder to use? If not, should prospective bidders account for redundant stock of anchors? If yes what should that amount be?**

No, any additional material required to complete the Work per the Contract Documents is the Contractor's responsibility.

Should the Engineer determine the need for additional anchor/hanger rod locations not included in the Contract Documents during the course of construction, then the associated additional labor, materials, equipment, etc. will be handled via a Change Order at the bid rate.

**11. 3. Will the successful bidder be allowed to inspect the Gov't Furnished Permanent materials (GFPM) ahead of the installation? If the results of the inspection yield that some of the GFPM are not suitable for installation, will the Gov't replace the faulty materials?**

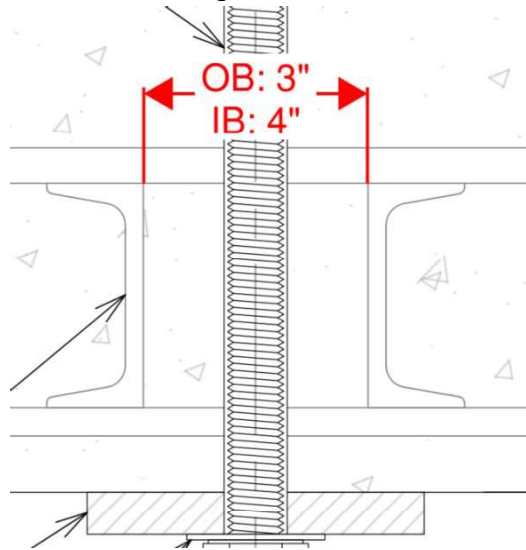
Yes, the bidder will be allowed to inspect the materials furnished by HDOT, that will be used for this project. If HDOT concurs with the contractor's inspection results, HDOT will replace faulty materials

through the contract agreement with the materials' supplier accordingly. HDOT will also have the materials inspected when they arrive.

**12. 5. What is the maximum horizontal movement, in either direction, from centerline allowed for the installation of the new anchors in order to avoid existing reinforcing steel?**

The horizontal (transverse) movement of the hanger rods is limited by the 'ceiling beams' (channels) embedded in the plenum slab. The proposed hanger rods match the original design in that the rod will be located in between the channels.

Note: per S-001 5.B, all concrete liners/slabs shall be scanned/GPR prior to drilling to avoid reinforcing conflicts. See image below.



**13. 7. Can the documents referenced under item B of drawing S001 be shared with prospective bidders via addendum?**

The As-built drawings referenced on drawing S-001, Sheet 17, will be added as supplemental material via addendum.

**14. Will the new rod be installed plumb in both directions or will the rod be installed perpendicular to the plenum slab? What is the tolerance from plumb of the new rods?**

See response for Question No. 5. The tolerance from plumb/vertical shall be 2%.

**15. Does access to the plenum of the tunnel require lane closures?**

Access to the inbound tunnel does not require closure.

Access to the outbound tunnel **does** require closure as the sidewalks leading to the ladders and plenum

hatches are not wide enough to allow for safe passage with moving traffic.

That said, certain construction activities (e.g., drilling through the plenum slab) will require full tunnel closure.

**16. Are as built drawings available that show the location of access points including if they are stairs or ladders?**

As-built drawings will be provided will be added as supplemental material via addendum. Additionally, see attachment for Response No. 3.

**17. Where and how many access points is there to the plenum?**

See response to Question No. 3.

**18. Is there a source of power in the plenum or access point into the plenum that can be utilized by the contractor for the drills, lights and vacuums?**

The plenum has minimal power supply and lighting. The existing power supply can only support basic tools (e.g., 120V). Supplemental lighting and power supply is recommended.

During tunnel closure, the existing vents in the plenum slab can be used to bring power via a generator into the plenum.

**19. How is the plenum ventilated now and will this ventilation system be running when installing the new hanger rods?**

The existing ventilation system is not operational. The plenum is naturally ventilated by east side winds which generally provide a steady movement of fresh air through the tunnel and plenum. The Contractor should use safety precautions to ensure a safe working environment.

See response for Question No. 8.

**20. The traffic control plans allow for extended weekday and weekend closure. Can the Contractor work extended or split shifts and if so will they be liable for the State Inspector overtime? If responsible for the overtime what is that rate.**

Typically no split shifts Traffic Control Plans will be allowed, for either day, night or continuous 24+hour closures. If work hours are different and in excess of Plan TCP hours then Subsection 107.04 Overtime and Night Work and Subsection 107.05 Overtime and Night Payment for State Inspections Service will govern and shall apply to all of the State's staff and inspection personnel including consultants when the Contractor does any other overtime or night work.

Contractor requested lane closures not listed in the Plans & Specs are subject to HDOT reviews and Directors Approval which can take up to 4-8 weeks.

**21. Plan sheet S-001 General Notes A and B. Is there current sections of the plenum floor that are derated for less than the prescribed construction loads? In particular Note B indicates “Permitted construction loads shall be properly reduced in areas where the structure has not attained full design strength including those areas where strengthening has not yet been permitted” Please provide further details of these areas so bidders can assess where shoring will be required.**

For S-001 (ADD. 17) General Notes the following changes shall be implemented:

1.A – note to be completely removed.

1.B – changed to: “Construction loading shall not exceed design live load (Sheet S-001, 3.B) unless shoring is provided. Contractor shall continuously monitor existing hanger rods near construction activities for signs of damage or failure. All areas with damaged hanger rods that do not have a retrofit in place (e.g., a proposed retrofit or previous retrofit) require shoring before performing or continuing construction activities in that area.”

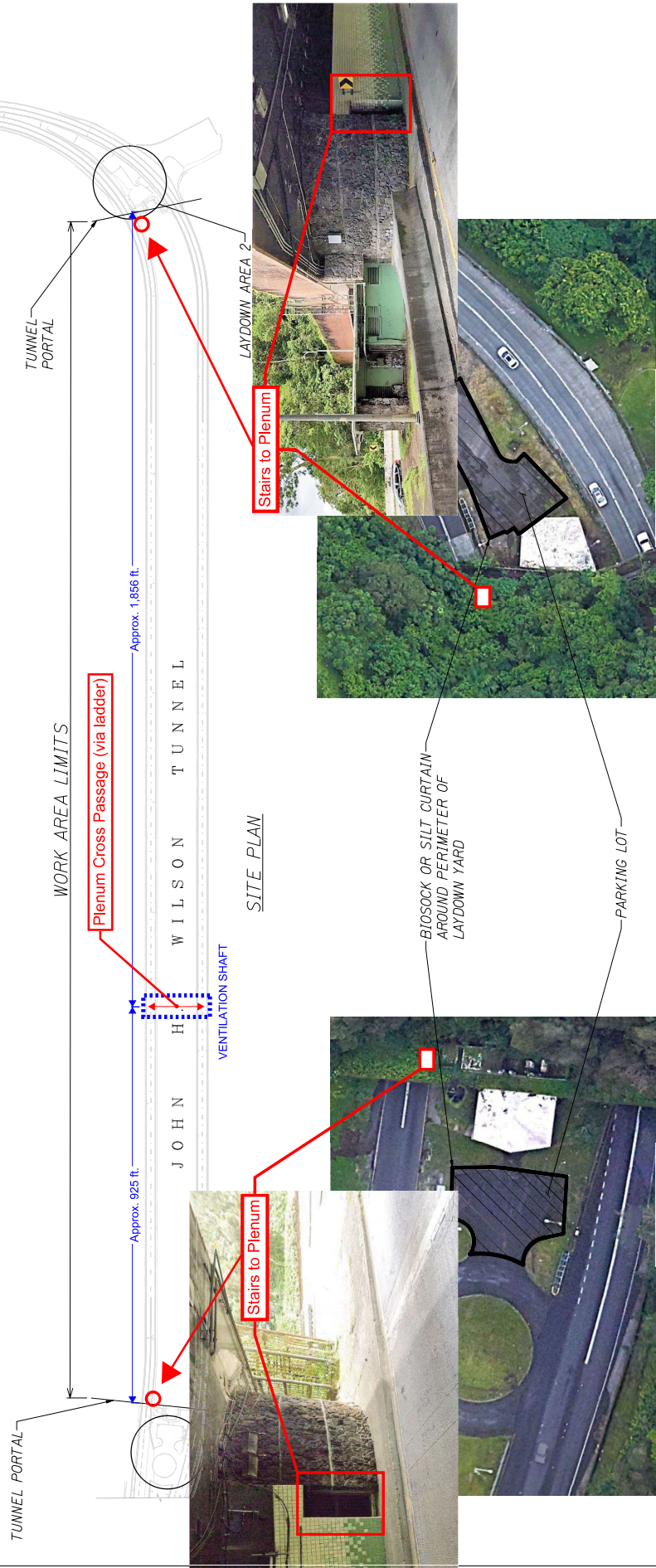
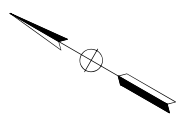
**22. Plan sheet S-001 Materials note B makes reference to “De Neef Sealfoam Pure” Please confirm this product is not applicable to this project.**

This product is not applicable to this project. This text is in error and should be replaced with “SIKADUR 35 HI-MOD LV EPOXY GROUT”. See revised Plan Sheet S-001 (ADD. 17) provided via addendum.

# Attachment 1 Plenum Access Points

## INBOUND TUNNEL PLENUM ACCESS ANNOTATIONS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	DRAWING NO.	TOTAL DWGS
HAWAII	HAWAII	BR-063-1(028)	2024	6	29



LAYDOWN AREA 2  
(0.075 ACRES)

LAYDOWN AREA 1  
(0.050 ACRES)

DATE	PLANNED BY	DATE	PLANNED BY



THIS WORK WAS PREPARED BY ME  
AS A LICENSED PROFESSIONAL ENGINEER  
IN THE STATE OF HAWAII  
DATE OF EXPIRATION OF THE LICENSE

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

**SITE, LAYDOWN, & BMP PLAN**

WILSON TUNNEL REPAIRS  
OAHU, HAWAII

PROJECT NO. BR-063-1(028)  
Scale: As Noted Date: JULY, 2024

SHEET NO. G-008 OF 9 SHEETS

# INBOUND TUNNEL PLENUM ACCESS ANNOTATIONS

Stairway Example Photos

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	DRAWING NO.	TOTAL DWGS
	HAWAII	BR-063-(028)	2024	6	29



View from entry way after entering stairwell from roadway looking up at plenum access door.



View of entry way from stairs.



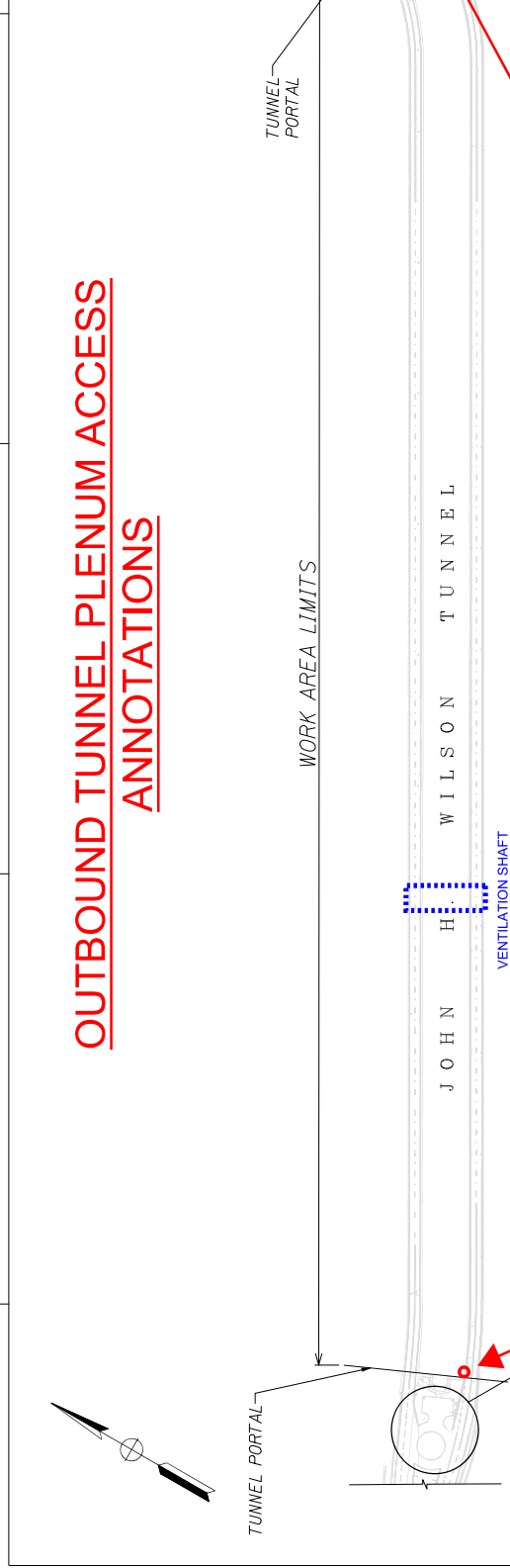
View of through plenum door into plenum.

ORIGINAL	DATE
DRAWN BY	
PLANNED BY	
CHECKED BY	
NOTED BY	
DESIGNED BY	
APPROVED BY	
DATE	

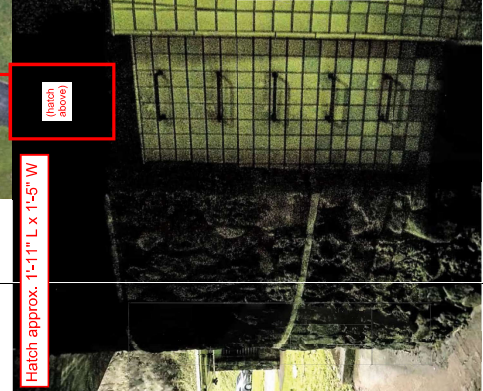
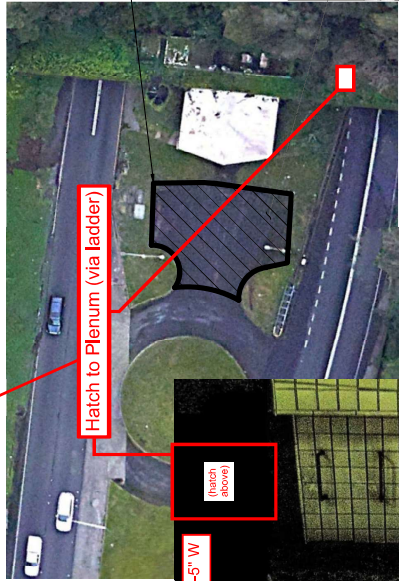
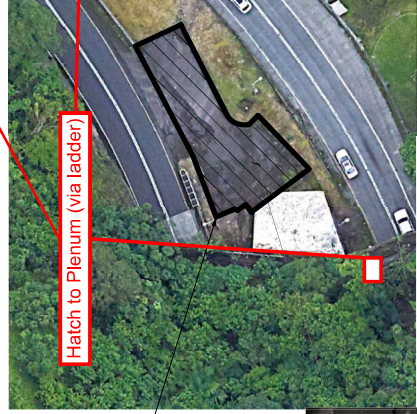


# OUTBOUND TUNNEL PLENUM ACCESS ANNOTATIONS

FED. ROAD DIST. NO.	STATE	FED. AID PROJ. NO.	FISCAL YEAR	DRAWING NO.	TOTAL DWGS
HAWAII	HAWAII	BR-063-1(028)	2024	6	29



SITE PLAN



THIS WORK WAS PREPARED BY ME  
 MIKE V. [unreadable]  
 LICENSE NO. 11111  
 STATE OF HAWAII  
 PROFESSIONAL ENGINEER  
 SIGNATURE OF THE LICENSEE

STATE OF HAWAII  
 DEPARTMENT OF TRANSPORTATION  
 HIGHWAYS DIVISION

**SITE, LAYDOWN, & BMP PLAN**

WILSON TUNNEL REPAIRS  
 OAHU, HAWAII

PROJECT NO. BR-063-1(028)  
 Scale: As Noted Date: JULY, 2024



Attachment 2 Plenum Work Area Photos

General view of IB tunnel looking toward ventilation shaft (note vertical vent louvers before shaft)

Liner

Utilities

Baffles  
(water diversion)

Utilities

Original hanger rod  
(typ.)

Vent slot  
(typ.)

Plenum slab

General view of IB tunnel,  
original hanger rod, previous  
retrofit hanger rod.

**Baffles**  
(water diversion)

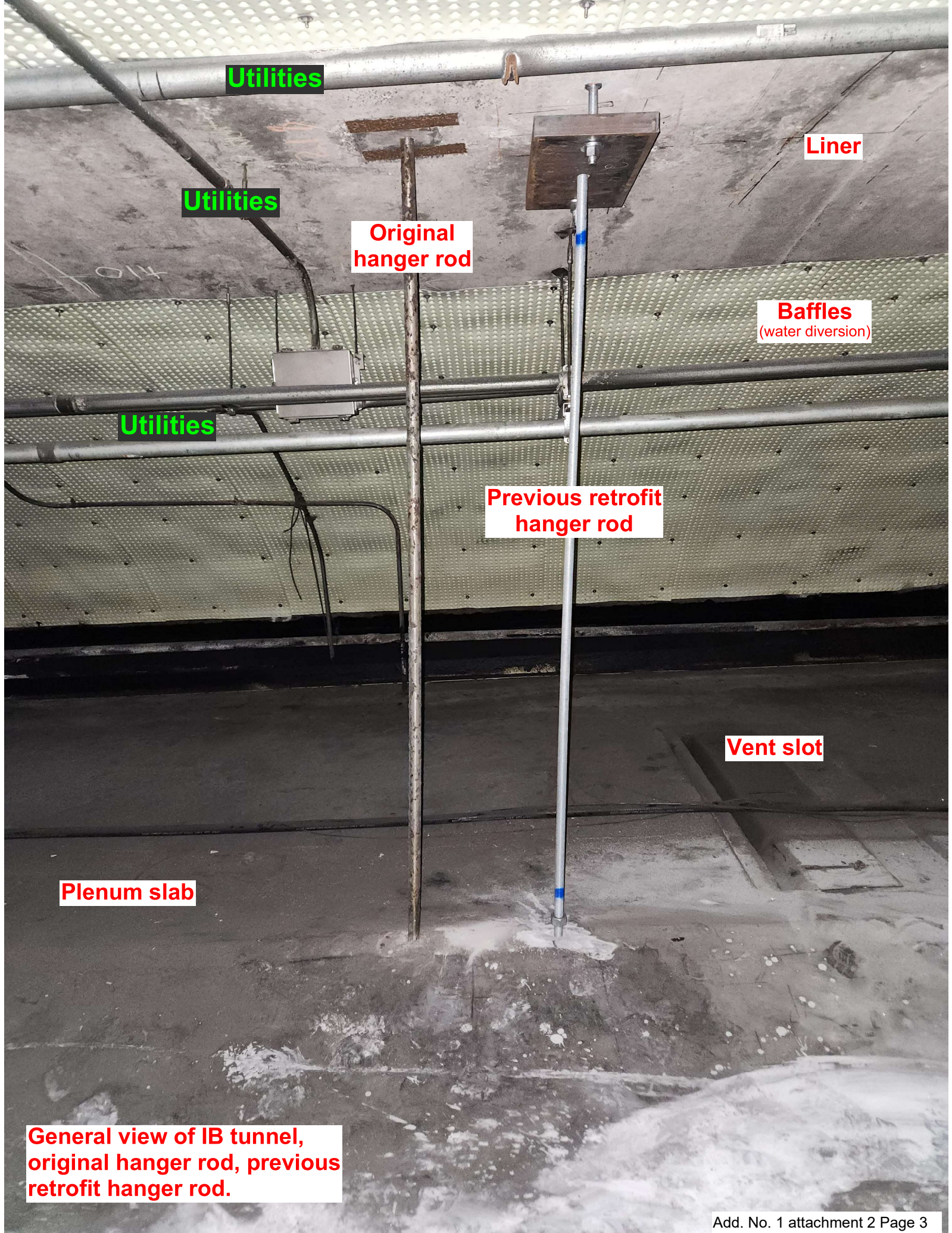
**Liner**

**Original hanger rod**

**Previous retrofit  
hanger rod**

**Vent slot**

**Plenum slab**



**Utilities**

**Liner**

**Utilities**

**Original hanger rod**

**Baffles**  
(water diversion)

**Utilities**

**Previous retrofit hanger rod**

**Vent slot**

**Plenum slab**

**General view of IB tunnel, original hanger rod, previous retrofit hanger rod.**

**General view of IB tunnel, original hanger rod, previous retrofit hanger rod.**

**Utilities**

**Utilities**

**Baffles**  
(water diversion)

**Liner**

**Utilities**

**Utilities**

**Previous retrofit hanger rod**

**Original hanger rod (typ.)**

**Vent slot (typ.)**

**Plenum slab**

General view of IB tunnel original hanger rods

Liner

Utilities

Plenum slab

Utilities

Original hanger rod (typ.)

Vent slot (typ.)



**Closeup view of IB tunnel  
original hanger rods**

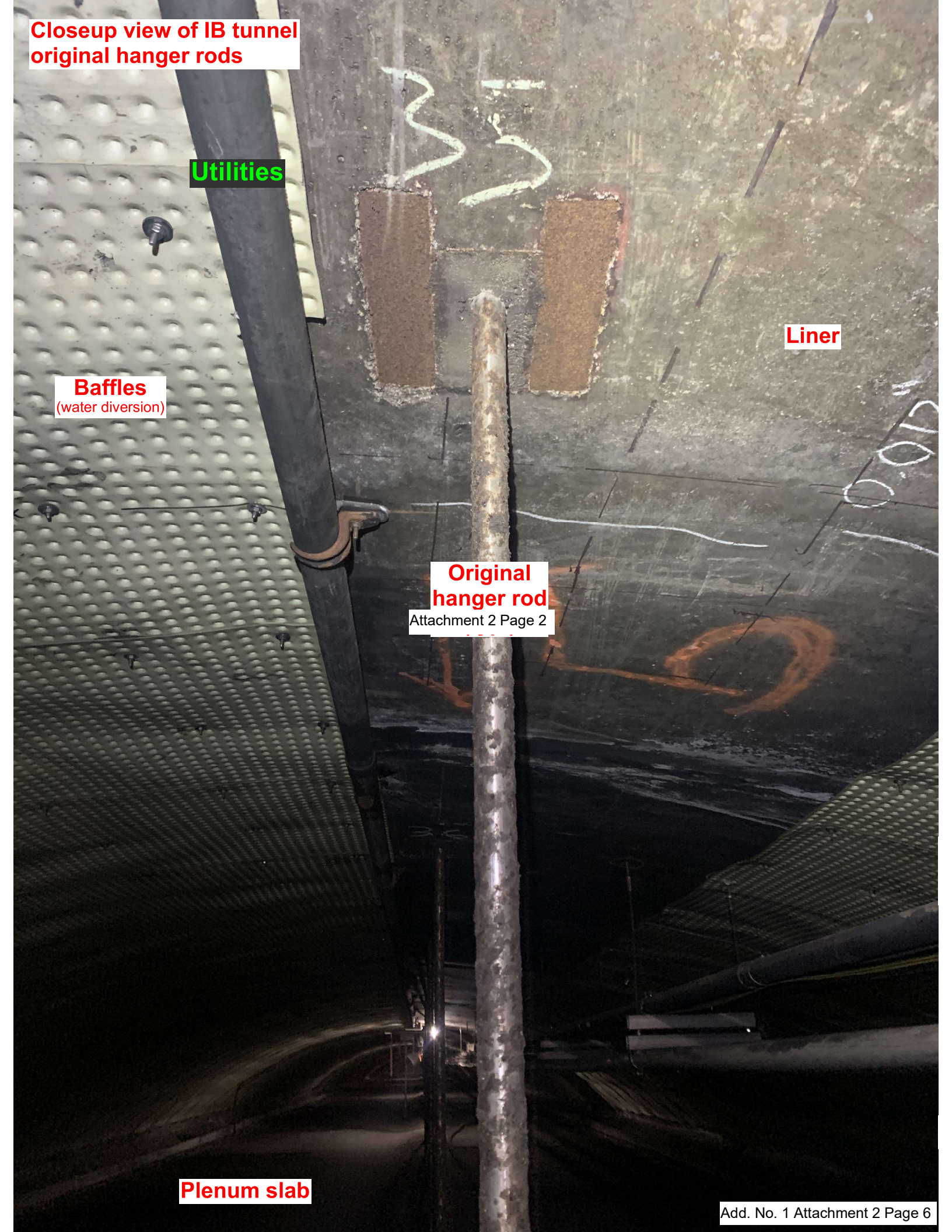
**Utilities**

**Baffles**  
(water diversion)

**Liner**

**Original  
hanger rod**  
Attachment 2 Page 2

**Plenum slab**







Liner

Previous retrofit  
hanger rod

Original hanger  
rod

Previous retrofit  
hanger rod

Utilities

Add. No. 1

Attachment 2 Page 8





Liner

Utilities

Previous retrofit  
hanger rod

Original hanger  
rod

**Original hanger rod**

**Previous retrofit hanger rod**

**Plenum slab**

**Slope**

**Slab "Ceiling Beam"**

**Slope**

