

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
CITY AND COUNTY OF HONOLULU

ADDENDUM NO. 3

TO THE

REQUEST FOR PROPOSALS

FOR THE

HONOLULU RAIL TRANSIT PROJECT
ON-CALL CONSTRUCTION CONTRACTOR CONTRACT II

REQUEST FOR PROPOSALS NO. RFP-HRT-840202

ISSUED: April 14, 2015

NOTICE TO ALL PROSPECTIVE OFFERORS:

This Addendum is hereby made a part of the Request for Proposals RFP-HRT-840202 (RFP) for the HONOLULU RAIL TRANSIT PROJECT (HRTTP), ON-CALL CONSTRUCTION CONTRACTOR CONTRACT II, and it shall amend the said RFP in the following respects:

1. Questions and Responses

The following questions were received in the Transit Mailbox. The responses provided by the Honolulu Authority for Rapid Transportation (HART) are as follows and are herein incorporated as a part of the RFP:

Question #1

What is the expected response time for a Task Order, 1 day, 1 week or 1 month?

Response #1

It is expected that the Contractor will be able to mobilize within a reasonable time after notification of an upcoming task. The mobilization time may vary depending on the nature of the task order.

Question #2

Will the labor rate be adjusted during life of contract?

Response #2

Yes, the labor rates for laborers and mechanics are those specified in the current State of Hawaii Department of Labor and Industrial Relations Wage Rate Schedule and Davis-Bacon rates, whichever is higher. The labor rates for those not covered by the Wage Rate Schedule or Davis Bacon mentioned above for pricing and billing purposes will be the current actual rate of the employee who performs the work and is identified by name in the task order. HART may require a certified payroll register to confirm the rates that

are being negotiated are the same. The Contractor will also be required to submit a certificate of current pricing related to pricing of each task order.

Question #3

Will there be emergency response. Example – Broken Utility?

Response #3

Some of the work may be for emergencies.

Question #4

Will contractors be paid for redo of faulty work since it is cost plus. Example – leak in a waterline after acceptance.

Response #4

The contractor will not be paid for redoing defective or faulty work. Refer to General Conditions Chapter 5.7. Payment Does Not Imply Acceptance of Work.

Question #5

Can the contract be cancelled for poor quality, high cost or poor response time?

Response #5

Under the terms of the contract, the contract can be terminated for default for unsatisfactory performance of work, including defective work and for non-performance. HART expects good faith, quality work from the selected contractor.

Question #6

How fast will invoice be paid?

Response #6

An acceptable invoice will be paid within thirty (30) days after receipt HART.

Question #7

Is a safety officer required on jobsite?

Response #7

The safety manager or a safety representative is required to be on site during the performance of work activities. This requirement will be incorporated into task orders that are executed.

Question #8

How long is safety officer required to be onsite? 1 hour, 4 hours, 8 hrs

Response #8

Please refer to Response #7.

Question #9

What qualifications are required of safety officer?

Response #9

The general Safety Manager qualifications are listed below:

- Have a minimum of five years of construction safety experience;
- Work Zone Safety Supervisor as certified by firm certification program approved by HART;
- Completion of 30-hour OSHA Construction Outreach Course or equivalent (preferably conducted within the past three years);
- Successfully completed Competent Person Level training in fall protection, excavation and trenching, confined space, rigging and hand signaling for cranes;
- Certification in Cardiopulmonary Resuscitation (CPR) and Standard First Aid; and
- Be familiar with the work being performed, and be competent to instruct others.

Question #10

Who is responsible for damages to utilities during cost plus work?

Response #10

Refer to General Condition Chapter 7.3 Protect Existing Utilities, Relocation of Utilities, New Construction Services. The type of contract (cost reimbursement) does not mean that the contractor will be paid for defective work. As a part of the determination, HART will consider the contractor's supporting evidence that the appropriate standard of care was exercised by the contractor in the performance of its work.

Question #11

Who prepares drawings for permits and construction?

Response #11

HART will advise the Contractor the name of the designer in the task order.

Question #13

Will the contractor be required to work before receiving a Task Order?

Response #13

No. Any costs associated with work performed prior to a properly executed Task Order will be the responsibility of the Contractor.

Question #14

6.3. In the description of the objective of this section paragraph b, please clarify what is considered similar size and cost for projects?

Response #14

Section 6.3 of the Instructions to Offerors is part of the Evaluation Criteria. Sub-section 6.3 (b) is asking for the past experience of the Offeror with contracts of similar size (approximately \$7M) regarding budget and schedule performance. It is also asking for past experience of the Offeror's ability to minimize delays, claims and so forth.

Question #15

6.3. Under the requirements section, paragraph a indicates to provide no more than 10 past project descriptions highlighting experience in the last 5 years and to provide a description of those projects comparable or relevant to that anticipated to undertake. Please clarify what HART's intentions are for considering what is a comparable or relevant project?

Response #15

This solicitation is for an On-Call Construction Contractor who will be required to perform a variety of construction work. The maximum size of this contract is approximately \$7M. Accordingly, similar construction contracts in terms of scope and budget would be relevant. It is up to the Offeror to determine what project it identifies in its response.

Question #16

1.2.1. Section 1.2.1 indicates alteration to existing buildings including design. Are we to assume the design responsibility will need to be performed by a third party architectural firm hired as a subcontractor or can the design be performed by trade subcontractors? Will the costs of any design be covered under "Other Direct Costs" in each task order or are we to carry any design costs in the percentage markup?

Response #16

The On-Call Construction Contract does not include scope for design work.

Question #17

1.2.1. Section 1.2.1 indicates to obtain all required permits to perform the work of each Task Order, are there any permit fees required and if so, will the fees be carried under "Other Direct Costs" in each Task Order or are we to carry permit fees as part of the percentage markup?

Response #17

No, the cost should not be included in overhead and profit. Any permit fees payable by the contractor will be part of the specific Task Order to which they apply and are reimbursable as other direct costs.

Question #18

4.8. Section 4.8 indicates a Priority List will be established, but does not specify how the evaluation criteria will be scored to create the ranking. Please clarify how the evaluation criteria will be scored or if the committee will rank the offerors at their discretion?

Response #18

Evaluation of proposals will be pursuant to Hawaii Administrative Rules (HAR) §3-122-52. Establishment of the Priority List will be made pursuant to HAR §3-122-53.

Question #19

General Conditions Sections 7.5, 7.11, 7.13. General Conditions of the Contract Sections 7.5, 7.11, and 7.13 provide the requirements for Quality Control and Quality Assurance and were subsequently deleted by the Special Provisions. However, during the Pre-Proposal Conference on March 30, 2015, the HART team members stated due to the Federal Funding of the project, the Contractor would be required to carry/implement quality control/quality

assurance procedures identified in the General Conditions. This appears to contradict the specific instructions of the Special Provisions. Please clarify the quality management requirements of the contractor and how any associated costs should be carried in the proposal?

Response #19

Because of the nature of the work it is not anticipated that all the requirements contained in Section 7.11 of the General Conditions will apply. However, as stated in the Pre-Proposal Conference, a Quality Assurance Plan will be required. The requirements and content of the plan will be included in the first task order.

Question #20

6.2. Section 6.2 Requirements Paragraph b indicates to provide information on Subcontractors if known. Since there is not a seed project for this IDIQ proposal, specific subcontracting needs are difficult to identify. If an offeror does not include any subcontractors in the proposal documents, will this be considered unfavorable or is this request strictly for information and not reflected in the point total through evaluation?

Response #20

No. Only subcontractors that are known should be identified.

Question #21

During the Pre-Proposal Conference, it was discussed the requirement to use LCP Tracker on the project. Are there any costs and/or fees associated with this requirement and if so, are we to include this in the markup percentage?

Response #21

The contractor will not incur cost for use of LCP Tracker.

APPROVED:



Daniel A. Grabauskas
Executive Director and CEO
Honolulu Authority for Rapid Transportation