

Honolulu Rail Transit Project

SPECIAL PROVISIONS

FOR

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION AIRPORT SECTION GUIDEWAY SEVEN- (7) PIER CONSTRUCTION CONTRACT RFB-HRT-768909

These SPECIAL PROVISIONS (“SP”) are intended to modify, amend, and provide specific Project requirements to the General Conditions of Construction Contracts for the Honolulu Authority for Rapid Transportation (4/2014) (“General Conditions” or “GCCC”) and the Airport Section Guideway Seven- (7) Pier Construction Contract. The SPs are organized as follows:

- (a) SP-1 through SP-7 modifies or supplements the General Conditions;
- (b) SP-8 provides additional performance requirements specific to the Project.

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SPECIAL PROVISIONS

1. Exhibits to the General Conditions

Exhibit G, Force Account Worksheet, shall be deleted and replaced with Exhibit G (rev. 7/2014)

CHAPTER SP-1 **RESERVED**

CHAPTER SP-2 **GENERAL PROVISIONS**

2. **SP-2.1 Definitions**

The following definitions shall be added to or replace the definitions in Section 2.1 of the General Conditions:

“Contaminated Material” shall mean any natural or man-made material that contains one or more Hazardous Substance in a concentration or quantity less than that which would trigger the handling, transport, and disposal of Hazardous Material or Hazardous Waste or that consists of or contains any other regulated material, such as petroleum-contaminated soil, that upon exposure may pose an existing or potential threat to human health or the environment.

“Hazardous Material” shall mean the term as defined in as defined in 49 CFR §171.8.

“Hazardous Substance” shall mean any substance designated or listed under subparagraphs (1) - (2) of this definition, exposure to which results or may result in adverse affects on the health or safety of employees:

(1) Any substance defined under Section 101(14) of CERCLA and all petroleum, crude oil or any fraction thereof, which is not otherwise specifically listed in 49 CFR § 172.101.

(2) Any and all radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals, any biological agent and other disease-causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person or organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring.

“Hazardous Waste” shall mean as defined in 40 CFR §261.3

3. **SP-2.2 References and Abbreviations**

Section 2.2 of the General Conditions is amended by adding the following abbreviations:

RFC Request for Change
RFCR Request for Change by HART

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RFCC Request for Equitable Adjustment by the Design-Builder

4. **SP-2.12 Liquidated Damages**

SP-2.12(b) and (c)

Section 2.12 of the General Conditions is amended by adding the following subparagraphs:

(b) If the Contractor fails to achieve Substantial Completion by the deadlines specified below, the Contractor agrees to pay a Liquidated Damages charge of \$3,000.00 per day. If the Contractor fails to perform any of the other items of Work described in the Contract Documents, the Contractor agrees to pay the applicable Liquidated Damages charge specified herein.

(c) The Substantial Completion Date is February 28, 2015. If the Contractor fails to achieve substantial completion by the Substantial Completion Date, Liquidated Damages will be paid in the amount specified herein.

5. **SP-2.14 Wages and Hours**

Section 2.14(l) of the General Conditions is amended by deleting in its entirety and replacing with the following:

(l) **Labor Stabilization Agreements.** On November 17, 2009, HART entered into the Rapid Transit Stabilization Agreement and Rapid Transit Stabilization Agreement Hawaii Building and Construction Trades Council Affiliates, respectively attached as Attachments B and C to the General Conditions and collectively referred to as the Rapid Transit Stabilization Agreements (“RTSA”) to ensure timely and efficient completion of the Project without delay due to labor disputes and to establish uniform working conditions for all signatory construction trades and crafts. The awarded Offeror and all subcontractors at any tier identified in the Offeror’s Final Proposal shall agree to be bound by the terms of the RTSA by executing the respective Letters of Assents attached to Attachments B and C prior to execution of the Contract by HART. After execution of the Contract, it shall be the continuing obligation of the Contractor to obtain executed Letters of Assent from all subcontractors at any tier who were not identified in the Bidder’s Bid. Neither the awarded Offeror nor the Contractor is required to obtain executed Letters of Assent from subcontractors that are retained solely to perform work specified in Section 3.3 of the RTSA.

6. **SP-2.24 Governing Law and Venue**

Section 2.24 is hereby deleted in its entirety and replaced with the following provision:

Governing Law, Venue, and Discovery. The provisions of the Contract shall be interpreted in accordance with the laws of the State of Hawaii as those laws are construed and amended from time to time. All disputes arising out of or relating to this Contract shall be subject to the jurisdiction and venue of the State and

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Federal courts in Honolulu, Hawaii. The Contractor agrees that, as a result of its willingness to do business with HART, it will resolve any dispute with HART. All discovery between the parties undertaken pursuant to Federal, State, or local rules shall be conducted within that county, including, but not limited to, the production of documents and the appearance of expert and lay witnesses for deposition, if such depositions are permitted by court rules. In the event of a dispute, the Contractor and HART agree to bear the costs of producing their own employees for deposition in Honolulu, Hawaii, including but not limited to travel costs, per diem expenses, and cost of employee time. The parties further agree that if court rules or the court itself permits the deposition of expert witnesses, the party seeking the testimony of the expert witness will bear that witness' reasonable costs of travel, preparation costs and cost for time while in transit.

CHAPTER SP-3 PROVISIONS OF HAWAII ADMINISTRATIVE RULES

7. SP-3.2 Change Orders

SP-3.2(a)(4)

Subsection 3.2(a)(4) shall be amended by adding the following sentence to the paragraph:

Exhibit H of the General Conditions, Certification of Current Pricing, must accompany the cost estimate.

SP-3.2(b)

Subsection 3.2(b) is hereby deleted in its entirety and replaced with the following:

(b) **Adjustments of Price or Time for Performance for Change Orders.** If any change order as directed by HART increases or decreases the Contractor's cost of, or the time required for performance of any part of the Work under this Contract, the parties agree that an adjustment in price and/or time will be made in accordance with this Section. Upon issuance of a change directive by HART, the Contractor shall be paid an adjustment in price and time, if any, based on HART's most current Independent Cost Estimate ("ICE") for the changed work, Contract shall proceed with the Work as changed. In entering into this Agreement, the Contractor agrees to this methodology for price and time adjustment as set forth herein this section. This is a mutually-agreed method of payment for price and time adjustments for change order. This, however, does not preclude the parties from entering into a subsequent agreement with further adjustment in price and time for the change directive.

SP-3.2(c)(1)

Subsection 3.2(c)(1) is hereby deleted in its entirety and replaced with the following:

(c) Changes Based on Oral Directives.

(1) **Oral directives.** Any oral: order, direction, instruction, interpretation or determination from HART which, in the opinion of the Contractor, causes any

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change, can be considered as a change only if the Contractor gives HART written notice of its intent to treat the oral order, direction, instruction, interpretation or determination as a change directive. The written notice must be delivered to HART before the Contractor acts in conformity with the oral order, direction, instruction, interpretation or determination, but not more than five (5) days after delivery of the oral order to the Contractor. The written notice shall state the date, circumstances, whether a time extension will be requested, and source of the order that the Contractor regards as a change. The written notice may not be waived and shall be a condition precedent to the filing of a claim by the Contractor. Unless the Contractor acts in accordance with this procedure, any oral order shall not be treated as a change, and the Contractor waives any claim for an increase in the Contract time or price related to the Work.

8. SP-3.3 Suspension of Work

SP-3.3(i) and (j)

Subsections 3.3(i) and (j) shall be added to Section 3.3, as follows:

(i) Time Adjustment.

(1) When the performance of Work is totally suspended by the Officer-in-Charge for one or more days in accordance with paragraphs (1), and (5) of Subsection 3.3(a) of the General Conditions, the Contract Completion Date shall be revised accordingly, subject to Subsection 3.3(i)(4) below.

(2) During periods of partial suspension of Work, subject to Subsection 3.3(i)(4) below, the Contractor will be granted an extension of time only if the partial suspension affects the final completion date of the Contract. If the Contractor feels that an extension of time is justified, the Contractor must request it in writing **at least five working days before** the partial suspension will affect the critical operations in progress.

(3) The Officer-in-Charge shall evaluate all time extension requests and shall ascertain the facts and the extent of time involved, and the Officer-in-Charge's findings of facts shall be final and conclusive.

(4) No time extension will be considered for the following:

(A) Delays or suspension of work due to the fault of the Contractor, including the causes listed in Subsection 3.3(a)(2) of the General Conditions;

(B) Delays in arrival of materials and equipment due to the fault of the Contractor, its subcontractor or supplier in ordering, fabricating, delivery, etc.

(C) Delays caused by changes which the Officer-in-Charge determines unjustifiable due to the lack of supporting evidence because the change is of such nature that the final completion date will not be affected.

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- (D) Delays caused by the failure of the Contractor to submit, on a timely basis, for approval by the Officer-in-Charge, shop drawings, descriptive sheets, material samples, color samples, and other required submissions, except as covered in Subsection 3.8(b) of the General Conditions, “Delays Due to Causes Beyond Contractor’s Control/*Force Majeure*”;
- (E) Failure to submit requests for clarification on a timely basis to avoid impacting the Project Schedule;
- (F) Delays by subcontractors or suppliers at any tier unless it can be shown that the delay was unforeseeable and not caused by any failure or neglect on the part of the subcontractor or supplier;
- (G) Delays that affect the Contractor’s planned early completion, but do not affect the specified or adjusted Contract Time;
- (H) Shortages of materials or equipment if the supplies, services, or equipment were obtainable from other sources in sufficient time to permit the Contractor to meet the required schedule;
- (I) Financial difficulties;
- (J) Lack of know-how or other inability to perform;
- (K) Labor problems; and
- (L) Any requirement that the Contractor use equipment designated by HART for the Project (“sole source” equipment).

9. SP-3.6(c), (d) and (e) Price Adjustment

Subsections 3.6(c), (d) and (e) of the General Conditions shall be deleted and replaced with the following provision:

3.6(c) Maximum Allowable Overhead and Profit in Price Adjustments. In determining the adjustment in price to HART resulting from a change, the allowances for all overhead, including but not limited to management, supervision, safety and quality staff, project/field/office engineers, estimating scheduling, clerical support, trailer rental, construction facilities, waste disposal, postage, telephone, printing, utilities, small tools, storage sheds, supervisors’ and foreworkers’ vehicles, insurance and bonds, State excise and use tax, unemployment taxes, social security and Medicare taxes, property damage insurance, liability insurance, workers compensation insurance, unemployment compensation and bond fees, extended overhead resulting from adjustments to contract time (including home office and branch office overhead), consistent with FAR Part 31 cost principles, and profit combined shall not exceed the percentages set forth below:

- (1) For the Contractor, for any work performed by its own forces, twenty percent (20%) of the cost of the change;
- (2) For each subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the cost of the change;

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(3) For the Contractor or any subcontractor, for work performed by their subcontractors, ten percent (10%) of the amount due the performing subcontractor for the change.

Not more than three line item percentages for fee and overhead, not to exceed the maximum percentages shown above, will be allowed regardless of the number of tier subcontractors.

3.6(d) Request for Equitable Adjustments/Time Adjustments; Claims

Process. This section outlines the exclusive procedure to be followed if the Contractor believes that it is entitled to additional compensation, additional Contract time, or both, regardless of whether the basis for the claim for additional compensation, or request for additional Contract time, or both, stems from the performance of extra or additional Work, excusable delays of any nature, or any other reason. For Suspension of Work, see Section 3.3 of the General Conditions.

(1) If the Contractor believes it is entitled to further equitable adjustment to payment made to the Contractor for the Work or extension in time, the Contractor shall submit a written notice within twenty-four (24) hours for changes relating to field construction Work and seven (7) days for any other Work, after the event giving rise to the Contractor's asserted entitlement to equitable adjustment, or upon issuance of a change directive, a unilateral order, or payment made under force account, whichever is earlier, that the Contractor will be seeking equitable adjustment.

(2) Contractor shall, within fourteen (14) days for changes relating to field construction Work and thirty (30) days for all other changed Work after giving written notice to HART, provide supporting documentation, which at minimum shall include:

- (A) A description of the disputed change condition that requires additional compensation or time;
- (B) A detailed CPC justifying the increased cost and schedule impacts;
- (C) Contract provisions to support the Contractor's claim; and
- (D) The date upon which the condition occurred or was observed.

(3) In the event of a written denial of the Contractor's request for equitable adjustment or extension of time, the Contractor may seek a reconsideration by HART so long as there are additional CPC bases in the request to reconsider and the revised CPC is submitted within thirty (30) days of HART's initial denial. If a revised CPC is not submitted, the request for equitable adjustment and/or time extension shall be deemed closed.

(4) The Contractor's Escrowed Proposal Documents shall support and provide the breakdown for the percentage overhead claimed by the Contractor for the change.

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(5) HART may request additional documentation from the Contractor at any time regarding a claim. Failure to provide additional documentation within seven (7) days when such documentation exists constitutes a waiver of that portion of the Contractor's claim to which the additional documentation relates.

36(e) Time Period for Claim. If the Contractor does not provide a timely written notice or a claim for additional compensation or time, the Contractor shall be precluded from including the claim for additional compensation or time with a subsequent claim. Failure to file a timely written notice shall be a waiver of the claim.

10. SP-3.8(a)(1), Delays and Time Extensions

Subsection 3.8(a)(1) of the General Conditions is amended by adding the following subsections:

(E) In the event the Contractor is entitled to compensable delay, the Contractor will be compensated the Compensable Delay rate set forth in the Contractor's Proposal and included as a part of the Contract. In the event a Compensable Delay daily rate was not requested in the solicitation, then the Contractor will be entitled to reimbursement of its compensable delay, as follows: Such reimbursement shall include the direct costs incurred as a result of the delay and a total of ten percent (10%) added to these amounts for both overhead and profit. Work performed by the first tier subcontractor shall include no more than ten percent (10%) mark-up for both overhead and profit, with an additional five percent (5%) for the Contractor for both overhead and profit. If the Work is performed by a subcontractor at the second tier, that subcontractor is entitled to a total of ten percent (10%) for both overhead and profit and the Contractor and the first tier subcontractor are entitled to a total three percent (3%) mark-up each for overhead and profit. No more than three (3) tiers shall be entitled to overhead and profit. Any other cost or consequential damage including, but not limited to, costs incurred on other construction projects, is not compensable.

(F) All adjustments of Contract time shall be solely for the period of time during which the overall Project Completion Date was actually delayed.

11. SP-3.11, Prompt Payment by Contractors to Subcontractors

Section 3.11 of the General Conditions is amended by adding the following subsection (f):

(f) The Contractor shall maintain records and documents of payments to subcontractors for three (3) years following the final inspection and acceptance of the Work. These records must be available for inspection upon request by any authorized representative of HART and the U.S. Department of Transportation. This requirement extends to all subcontractors of any tier.

CHAPTER SP-4 RESERVED

CHAPTER SP-5 PAYMENT; FORCE ACCOUNT

12. SP-5.1, Payment

Section SP-5.1 of the General Conditions shall be amended by adding subsection (j), as follows:

(j) Any utility-owner fees or charges shall be a cost-reimbursement only and no mark-up of any kind will be allowed.

13. SP-5.7, Force Account

Subsection 5.7(a)(1) of the General Conditions, entitled “Labor,” paragraphs 2 and 3 shall be deleted in their entirety and replaced with the following:

Direct labor costs, for labor such as a foreman not physically performing Work on the site and other costs of superintendence, shall be considered as paid within overhead and profit.

For overtime work, payment for non-exempt employees will be for one and a half times the hourly wage rate plus the actual hours of overtime for fringe benefits, and/or as required by any collective bargaining agreement.

CHAPTER SP-6 RESERVED

CHAPTER SP-7 COMMENCEMENT AND GENERAL PERFORMANCE REQUIREMENTS FOR CONSTRUCTION

14. SP-7.1.1 Time is of the Essence

Section 7.1.1 of the General Conditions is hereby amended by adding the following subparagraph (b):

“(b) **Schedule of Milestones.** The following dates shall be incorporated into the Contractor’s Baseline Schedule and serve as a part of the Contract requirements for the Airport Section Guideway Seven- (7) Pier Construction Contract, with the events occurring no later than (NLT):

Notice to Proceed: When provided
Substantial Completion: February 28, 2015

15. SP-7.2 Interface Control

Section 7.2 of the General Conditions is deleted in their entirety and replaced with the following:

SP-7.2 INTERFACE CONTROL

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The purpose of Interface Control is to establish the interface requirements at the boundaries of the Contract with other H RTP contractors and third parties. Interface Control is a methodical approach to document, plan, schedule, coordinate, implement, and fulfill the interface requirements. HART's CMS shall serve as the information distribution and archival system for all Interface Control documentation. Interface Control is a component of the Contract's requirements to plan, schedule, coordinate, and deliver the Work.

SP-7.2.1 DEFINITIONS

The terms used herein shall mean the following:

“Interface” – Physical, functional, and operation attributes that exist at a common boundary between H RTP contracts. Such interface can occur between facilities, and between facilities and core systems; or between components of products such as equipment and materials that are supplied by different H RTP contractors.

“Interface Control” – Process of identifying, documenting, and controlling all physical, functional, and operational attributes of the interfacing sites, products, or systems.

“Interface Control Manual (ICM)” – Interface control and tracking document prepared and maintained by the Contractor to describe its planned Work activities to achieve interface requirements and coordination with other H RTP contractors and external parties.

“Interface Control Document (ICD)” – The list of documents prepared or compiled by the Contractor that identify and describe specific project interfaces. The ICD serves as the basis for signoffs by the interfacing parties when interface requirements have been fulfilled. The ICD may refer to interface control drawings, specifications, shop drawings, design standards, tolerances, procedures, Request for Interface Data (RFID), or any other documentation necessary to demonstrate the requirements and fulfillment of the interface. Proper revision control numbers/letters and dates shall be shown on such referenced documents made part of the ICD.

“Interface Definition Meeting (IDM)” – A meeting facilitated by HART that convenes two or more interfacing contractors for the purpose of clarifying and confirming Work-related activities at the interface or interface points. IDMs shall occur monthly with each of the Contractor's interfacing partners.

“Request for Interface Data (RFID)” – A document within CMS whereby an interfacing contractor requests data and information from its interfacing counterpart for the accomplishment of its Work scope. RFIDs serve as primary means for interfacing parties to formally exchange data and information across an interface boundary.

SP-7.2.2 INTERFACE CONTROL MANUAL

(a) The Contractor is encouraged to refer to HART's Interface Management Plan for guidance in preparing its Interface Control Manual. The Contractor shall

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submit, for HART review and approval, its Interface Control Manual (ICM), assembled as further described herein, within sixty (60) days after issuance of a Notice to Proceed (NTP). The ICM shall consist of five (5) general sections:

- (1) General Information: Include a list of interfacing contractors and brief description of each of their roles. Show milestones on the Critical Path Method schedule that are tied to interfaces.
 - (2) Interface Matrix tabulating the types of interface or interface points correlating to interfacing parties.
 - (3) Interface Control Documents (ICD)
 - (4) Record of Action Items: Include documentation of all action items discussed during the Interface Definition Meetings (IDMs). The action item numbering format for an interface shall be as follows: Construction Phase, Interface Relationship, Meeting Number, Interface Number, and Action Item Number.
 - (5) Copies or Links: Include hard copies or links within CMS to each component of the ICD listed herein.
- (b) The Interface Matrix and Interface Control Document shall list all interfaces in the Work. The Interface Matrix and Interface Control Document shall include the following information and activities:
- (1) Established interface arrangement (such as configuration, physical element, power supply, and other factors);
 - (2) The proposed method and schedule for verifying the interfaces;
 - (3) Current status of each interface (Open, Agreed, Resolved, Closed, Elevated – Under Review by HART);
 - (4) Open action items; and
 - (5) Responsible parties for actions accountable for completion.
- (c) The Interface Matrix and Interface Control Documents shall be submitted as a part of the Project Record Documents (see Section 7.34 of the General Conditions). The listed documents shall represent the whole and complete integration for proper installation, form, and function of the interface.
- (d) The Contractor shall resolve all interface issues arising out of its Contract and provide documentation of the resolution prior to proceeding with its Work or shall be deemed to be proceeding at its own risk, including liability for the cost to other contractors for rework due to unresolved interface issues.

SP-7.2.3 INTERFACE MANAGEMENT AND COORDINATION PROCESS DURING CONSTRUCTION

- (a) A Contractor Interface Manager (CIM) shall be assigned to manage and coordinate the interface process during construction.

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- (b) HART will conduct an interface kick-off meeting with the Contractor to discuss the interface process.
- (c) The Contractor shall participate in IDMs to identify and resolve interface issues and confirm the ICD details, including schedule, construction sequencing, site access, and safety-related items.
- (d) The Contractor shall provide IDM minutes and distribute to all invitees for comment within twenty-four (24) hours after each meeting is held. The Contractor shall post IDM minutes to the interface module of CMS within seventy-two (72) hours after each meeting is held.
- (e) If the Contractor encounters an interface conflict, the Contractor shall notify HART immediately.
- (f) If the Contractor fails to provide necessary interface information or coordination, or if such information provided by the Contractor is incorrect or subsequently changed by the Contractor and not coordinated, communicated, or interfaced accordingly, the Contractor shall be responsible for the cost of all facility and equipment redesign and rework, whether the impacted facility and equipment are the responsibility of the Contractor or others. The Contractor shall be responsible for the cost of any delay to others due to Contractor delay in furnishing or requesting interface information from other interfacing contractors for which the Contractor is responsible. The Contractor shall immediately notify HART if any interface information changes or is found to be incorrect.

17. SP-7.6, Construction Progress Documentation

SP-7.6.1(b), BASELINE PROJECT SCHEDULE

Section 7.6.1(b) is revised by deleting the first paragraph in its entirety and replacing with the following:

The Contractor shall develop and maintain a resource/cost-loaded Baseline Project Schedule (BPS) within fifteen (15) days after NTP to effectively manage and control the performance of the Work. The BPS shall represent the Contractor's plan to complete the Work within the Contract time. The BPS shall logically incorporate all construction activities for the entire Project under this Contract. In addition to the logical construction activities, the BPS shall also include the times for procuring materials and equipment, quality control and assurance, acceptance testing, and training. If any construction activity requires HART acceptance, that submittal review time shall be included in the BPS. BPS requirements include, but are not limited to, the following:

SP-7.6.1(B)(8)

Section 7.6.1(b)(8)(B) shall be deleted in its entirety and replaced with the following:

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(B) Construction activities are to be shown in work days (material procurement can be in calendar days.)

Section 7.6.1(b)(8)(R) shall be deleted in its entirety and replaced with the following:

(R) Submit a written narrative discussing basic assumptions, detailed activities, restraints, productivity and installation rates, construction staging plans, maintenance of traffic, quantities, potential problem areas, permits, construction equipment planned, construction phases being considered, and other elements related to developing the schedule;

Section 7.6.1(b)(8) shall be amended by adding the following providing subparagraph:

(U) Include safety and security certification activities, including milestones indicating the completion of Conformance Checklists.

SP-7.6.1(f)

SP-7.6.1(g), CONSTRUCTION PROGRESS DOCUMENTATION

The section number for Section 7.6.1(f) shall be revised to “Section 7.6.1(e).”

The section number for Section 7.6.1(g) shall be revised to “Section 7.6.1(f).”

SP-7.6.1(f)(1) (formerly, Section 7.6.1(g)(1))

Section 7.6.1(f)(1) shall be deleted in its entirety and replaced with:

Following the acceptance of the Contractor’s BPS, the Contractor shall monitor progress of the Work and adjust the schedule each month to reflect accurate progress. The monthly updated schedule submission shall be referred to as the “current schedule.”

18. SP-7.6.3, Contract Modification Documentation

The section title for Section 7.6.3 shall be amended from “Contract Modification Documentation” to “Time Impact Analysis.” Section 7.6.3 is amended by including the following to the end of the last sentence of this subsection:

“. . . and provide a narrative description of the cause and corrective action taken.”

19. SP-7.15, Construction Facilities

Sections 7.15.1 and 7.15.2 of the General Conditions are hereby deleted in their entirety and replaced with the following:

SP-7.15.1, CONSTRUCTION FACILITIES

(a) The Contractor shall maintain for the duration of the Contract, a permanent place of business within Oahu, where the Contractor may be served notice and legal process. Written notice may also be served to the Contractor at the Project site personally or via fax, email, or the local post office address or post office box.

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(b) The Contractor shall pay for all office and other building space, facilities, and equipment required to meet the requirements of the Contract, including providing an office space in the Contractor's field office(s) for HART's use and construction parking.

(c) In making arrangements, the Contractor shall locate the field office in close proximity to the Project.

(d) Facilities and Space Requirements: The field office(s), where HART will be provided office space, shall have electricity. It shall be the Contractor's responsibility to pay for all costs in providing and supplying temporary utility services until at least thirty (30) days after Final Acceptance or after facilities are no longer needed by HART, whichever is earlier.

(e) The field office shall be in good repair and in a clean and sanitary condition and available for occupancy as specified.

(f) The Contractor shall secure the sites, obtain all site permits, install, set up, provide utility services, and maintain the facilities as part of the Work. The facilities shall meet local code requirements for office space and comply with the requirements of the Land Use Ordinance of the City and County of Honolulu, relating to Special Permit Use, and ADAAG requirements.

(g) The field office for use by HART's field staff shall be provided no later than fifteen (15) days prior to the start of construction. The amount of space (square feet) required for HART's field offices is a minimum of 500 square feet.

(h) The field office shall have at least two exits from each building or trailer. Entrance to the offices shall be secured with a door lock plus a dead bolt lock.

(i) All interior spaces shall have overhead lighting that meets OSHA and code requirements for office space. HART's field office space shall have at least three duplex receptacles. There shall be a minimum circuit capacity of 20 amps.

(j) The Contractor shall provide access to high speed data service and secure Wi-Fi with minimum speed 20Mb synchronous.

(k) The facilities shall have at minimum separate temporary restrooms for male and female, and hand wash station.

(l) The Contractor shall provide daily janitorial service (except weekends and Holidays) and provide, service, and maintain trash containers and trash pickup service.

(m) Contractor shall be responsible for maintenance of the exterior area of the field office, including the parking areas.

(n) The Contractor shall provide at least 16 linear feet of working table space at least 24 inches deep dedicated to HART and HART's consultants and at least four chairs in the field office.

(o) The field office shall meet air quality requirements of OSHA and all other applicable laws.

(p) Site identification signage shall be provided at all Project offices, and all sites of Work.

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(q) Provide daily courier service between the Contractor's main site office and the field offices where HART maintains office space, at a minimum during the hours between 10:00 A.M. and 3:00 P.M., each working day.

(r) In the event that office spaces or appurtenant facilities are destroyed or damaged during the Contract period, except by fault of HART or its personnel, the Contractor, at its expense, shall repair or replace those items that the Contractor provided, to their original condition within ten (10) days.

(s) The Contractor shall provide and maintain the field offices and HART office space(s) for at least thirty (30) days after Final Acceptance of the Work or until facilities are no longer needed, whichever is earlier, unless otherwise agreed by HART in writing. The Contractor shall be responsible for the disposal or removal of all Contractor-provided facilities and any site restoration Work required.

(t) Ownership of the field office and equipment remains with the Contractor and shall be removed when instructed by HART.

SP 7.15.2 CONSTRUCTION PARKING AND WORKER TRANSPORTATION

(a) Parking for Contractor Employees and its Subcontractors: HART will make no provisions for construction parking. It shall be the Contractor's responsibility to provide construction and employee/workers parking. Parking shall be ADAAG compliant.

(b) Restrictions:

- (1) Due to the limited amount of parking available to residents and businesses in and around the locations of the Work, personal vehicles shall not be parked in the public right-of-way or in commercial areas where general parking has been prohibited for construction or safety purposes.
- (2) Project personnel shall not park their personal vehicles in private business parking lots without prior approval from the business owner.
- (3) On-street parking by Contractor employees shall not be permitted within the vicinity of the Work site. During actual hours of Work, park construction vehicles only as absolutely necessary.
- (4) The Contractor shall provide specific off-site and off-street area(s) or portion(s) of lots for the use by Project employees during the working day in close proximity to the Project site to serve construction Work adequately and result in minimum interference with performance of Work.
- (5) The Contractor shall ensure that Contractor and subcontractor employees are prohibited from parking anywhere other than Contractor- furnished parking area. Employees will not be allowed to utilize commercial parking facilities as that reduces/eliminates the available parking for the customers/employees of the local businesses.

20. SP-7.17, Discovery of Hazardous Substance

SP-7.17.1, CONTRACTOR RESPONSIBILITY

Section 7.17.1 of the General Conditions is deleted in its entirety and replaced with the following:

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- (b) The Contractor shall be responsible for the evaluation, screening, sampling, removal, handling, and disposal of Contaminated Material encountered in accordance and compliance with the workflow process set forth in the Programmatic Environmental Hazard Evaluation and Environmental Hazard Management Plan (“EHE-EHMP”). The Contractor shall conduct the Work in accordance with Project-Specific Technical Specification 02 61 01, Removal and Disposal of Contaminated Materials.
- (c) The Contractor shall comply with the EHE-EHMP, which outlines the workflows and guidance to contractors for managing contamination when it is encountered along the H RTP corridor during pre-construction and construction activities.
- (d) Prompt Health and Safety Action in the Affected Area is required. In the event the Contractor encounters on the site material, substances and/or waste reasonably believed to be hazardous to human health or the environment, which have not been rendered harmless, the Contractor shall immediately stop work in the affected area, properly secure or otherwise isolate such conditions, and notify HART. The Contractor shall also submit a written notification of the condition. HART or its retained consultant will promptly determine the necessity of corrective action, if any. In all other events, the Contractor shall not stop work but continue with its Work.

The response to the discovery of hazardous materials, substances, and/or waste and any Work in the affected area shall include all actions required by law and actions according to the Contractor’s health and safety plan. The work in the affected area shall be resumed in the absence of any hazardous materials, substances, and/or waste or when it has been rendered harmless.
- (e) Notice. The Contractor shall give any notices required by law and/or bearing on safety of persons or property or their protection from damage, injury or loss and any other required notices or reports and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities.
- (f) Safeguards, Signs. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards.

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21. 7.22 ENVIRONMENTAL COMPLIANCE

Chapter 7, Subsection 7.22, Environmental Compliance, of the General Conditions is amended by adding the following new subparagraph:

7.22.10 CONSTRUCTION SITE RUNOFF CONTROL

- (a) In order to provide for abatement and control of environmental pollution arising from the construction activities of the Contractor and their Subcontractors in the performance of this contract, the work performed shall comply with the intent of the State of Hawaii, Department of Transportation, Airports Division, SECTION C, CONSTRUCTION SITE RUNOFF CONTROL PROGRAM, Honolulu International Airport, Small Municipal Separate Sewer System, File No. HI S000005.
- (b) The Contractor shall submit a detailed Construction Activities BMP plan corresponding to the Contractor's work activities schedule and items for the selected control BMPs in accordance with SECTION C, Appendix A within 30 calendar days after the Notice to Proceed date.

22. 7.30 CLEANING

Section 7.30.3 of the General Conditions shall be amended by adding the following subparagraphs:

- (b) Salvage of Materials. All materials such as signs, fencing, lava rock curb, traffic control lights, street lights, and guardrails belonging to public agencies shall be salvaged by the Contractor in substantially similar condition and returned to the appropriate agency as directed by HART or disposed of by the Contractor if directed by HART.
- (c) All other salvage materials are assumed to be the property of the Contractor.

CHAPTER SP-8 AIRPORT SECTION GUIDEWAY SEVEN- (7) PIER CONSTRUCTION PROJECT

The General Conditions shall be amended by adding Section 8, Airport Section Guideway Seven- (7) Pier Construction Project

8.1 SUMMARY OF WORK

- A. The Honolulu Rail Transit Project (H RTP) Airport Section Guideway 7-Pier Construction contract consists of seven (7) drilled shaft foundations which will support future structural columns and a portion of HART's future aerial guideway structure. The project site is located on HDOT Airport property on the makai side of Aolele Street between Rodgers Street and Paiea Street.
- B. The Airport Section Guideway 7-Pier Construction work is in the immediate vicinity of the Honolulu International Airport's Consolidated Rental Car (CONRAC) facility, which is currently under construction. To prevent disruption to future CONRAC operations, the construction of these shafts has

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been expedited in advance of similar adjacent shaft work according to the schedule requirements herein.

- C. The Airport Section Guideway 7-Pier Construction shafts will be constructed with steel reinforcement bar cages and will be only partially filled with concrete as part of this contract. This partial concrete pour is intended to leave steel reinforcing bar temporarily exposed to facilitate future splicing of additional shaft and column steel reinforcing bar and a final concrete pour to be performed by a future guideway contractor.
- D. In an effort to preempt challenges experienced on similar shafts and to protect the exposed steel reinforcing bar prior to the arrival of the future guideway contractor, the Airport Section Guideway 7-Pier Construction shafts will be fully cased with permanent steel casing for the entire length of each of the seven shafts. The Contractor's proposal shall include all costs associated with this construction method.

8.2 CONTRACTOR ACCESS TO THE SITE AND WORK

- A. HART will provide legal rights to the Contractor to access the work. Some of these agreements will be for a limited duration and the Contractor shall work with HART to coordinate need dates and minimize durations for access to these properties. Contractor will be required to obtain all permissions as required by these specifications and jurisdictional laws and regulations prior to mobilizing in specific locations of work including outage requests for Honolulu International Airport facilities. Contractor shall coordinate access with property owners to minimize impacts. The Contractor will be responsible for acquiring any additional temporary construction easements or access permissions as may be necessary for the Contractor's convenience or means and methods.

8.3 CONTRACTOR'S WORK AREA

8.3.1 Use of Right of Way

- A. The right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work.
- B. The Contractor shall remove all equipment, materials and rubbish from work areas which they occupy and shall leave the areas in a presentable condition, in accordance with the provisions in Section 7.30, "Cleaning", of the General Conditions and as directed by HART.

8.3.2 Staging and/or Storage Areas

- A. Material/equipment storage at the site shall be limited to materials and equipment required to perform the construction currently in progress. Material/equipment shall not be stored at the site without the express permission of HART and/or the property owner.

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- B. Contractor is responsible for determining requirements for and obtaining all staging and/or material storage areas necessary for the project. The Contractor shall make all necessary agreements with property owners for staging areas. The Contractor will be responsible for acquiring any and all permits and clearances necessary for that use, including, but not limited to those required by regulatory agencies for archeological, wetland, biological, and other issues (i.e., land use, noise, hazmat).
- C. The protection of stored materials is the Contractor's responsibility. HART is not liable for any loss of materials, by theft or otherwise, or for any damage to stored materials.
- D. The Contractor shall be responsible for maintaining staging areas in accordance with Section 7.30, "Cleaning", of the General Conditions and as directed by HART. Waste materials, debris, and rubbish from the site shall be removed as soon as such materials become unfit for use. Upon completion of the Work, the Contractor shall restore the staging area to a condition equal to or better than existing. All damages shall be repaired by the Contractor at no cost to HART.

8.4 WORK PERFORMED BY OTHERS

- A. Utility relocations, if required, shall be performed either by the Contractor or by the designated utility company or agency. Except as noted below, construction of all utility relocations (including, but not limited to, site work, materials, installation and testing) is the responsibility of the Contractor.
- B. If required, the following utility work will be performed by others:
 - 1. Oceanic Time Warner Cable (OTWC) – Cabling and electronic equipment will be provided by OTWC, and will be installed/connected/tested by OTWC in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor or mounted on overhead poles provided by others.
 - 2. AT&T Corporation (AT&T) – Cabling and electronic equipment will be provided by AT&T, and will be installed/connected/tested by AT&T in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor.
 - 3. AT&T Government Solutions (AT&TGS) -- Cabling and electronic equipment will be provided by AT&TGS, and will be installed/connected/tested by AT&TGS in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor.
 - 4. Hawaiian Electric Company (HECO) -- Cabling and electrical equipment will be provided by HECO, and will be installed/connected/tested by HECO in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor or mounted on overhead poles provided by others.
 - 5. Sandwich Isles Communications (SIC) -- Cabling and electronic equipment will be provided by SIC, and will be installed/connected by

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SIC in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor.

6. Hawaiian Telecom, Inc. (HTI) -- Cabling and electronic equipment will be provided by HTI, and will be installed/connected/tested by HTI in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor or mounted on overhead poles provided by others.
7. Hawaii Gas Company (HGC) – Pipes, valves and other gas equipment will be provided, installed/connected/tested by HGC in trenches excavated, bedded and backfilled by the Contractor

8.5 COOPERATION / COORDINATION WITH WORK PERFORMED BY OTHERS

- A. Other contractors will be performing work in the project area which may be in progress at the same time as this contract:
 1. Utility work performed by others in conjunction with this contract as described in Section 8.5
 2. HART Airport Section Utilities contract
 3. HART Airport Stations Group contract
 4. HART Airport and City Center Guideway and Utilities Contract
 5. HART Hazardous Materials Contractor
 6. HART On-Call Contractor
 7. Hawaii Department of Transportation (Airport) CONRAC (Consolidated Car Rental Facility) contracts
 8. Hawaii Department of Transportation (Airport) Mauka Terminal Expansion Project contract
- B. In addition to the specific activities listed above, the Contractor is advised that the Hawaii Department of Transportation (Highway), Hawaii Department of Transportation (Airport), City and County of Honolulu and private utility companies and property owners may have various projects ongoing in and around the project area during the duration of this contract. The Contractor must coordinate with others in sharing the site and scheduling the work of its forces as necessary to avoid conflicts. No additional compensation will be made for costs or schedule delays arising from this coordination and sharing of the site.
- C. HART reserves the right at any time to contract for or otherwise perform other work on or near the work covered by the contract.
- D. When other contracts and other than HART contracts are let within the limits of any one project, the Contractor shall, to the extent ordered by HART, conduct their work so as not to interfere with or hinder the progress or

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completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

- E. The Contractor shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. The Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
- F. The Contractor is responsible for scheduling and allowing access for third party inspectors. Contractor is responsible for payment of third party inspection fees and there will be no additional compensation from HART for these fees.
- G. The Contractor assumes all burdens, financial or otherwise, in connection with their contract and releases HART from any and all liability for damages because of inconvenience, delay, or loss experienced by them because of the presence and operations of other contractors working within the limits of the same project.

8.5.1 Coordination with Hawaii Department of Transportation – Airport

- A. The Hawaii Department of Transportation (Airport) (HDOT-A) will have two major projects under construction within the scheduled period of this contract:
 - 1. The Mauka Terminal Expansion Project involves work that will impact the Contractor's activities both in the vicinity of the Nimitz Highway/Aolele Street intersection (between approximate guideway stations 1111+00 to 1124+00) and between Aolele Street and the Overseas Parking Garage (between approximate guideway stations 1134+00 to 1142+00).
 - 2. The CONRAC (Consolidated Rental Car Facility) Project involves work that will impact the Contractor's activities between the Honolulu International Airport parking garage exit lanes and the Aolele Street/Paiea Street intersection (between approximate guideway stations 1144+00 and 1154+00).
- B. The Contractor is advised that HDOT-A has indicated that should a conflict in scheduling arise, HDOT-A's contractor will have precedence over HART's Contractor in access to the site. Work must be scheduled and access permissions acquired (through outage requests) by the Contractor in accordance with section 8.2 of these Special Provisions.

8.6 WORK SEQUENCE AND CONSTRAINTS

- A. The following sequences of work shall apply:
 - 1. The order of Work shall conform to the Contractor's approved schedule and detailed work plans. The Contractor shall develop its schedule such that inconvenience to traffic, pedestrians, and adjacent businesses/landowners is minimized.

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2. The Contractor shall make probing of existing utilities the first order of work as the project site becomes available.
3. The Contractor shall, only upon receipt of required materials, begin to prepare the sites for construction. No work may begin at any site until the receipt of materials or impending receipt of materials is submitted and approved by HART, unless otherwise agreed in writing by HART.
4. Work within Honolulu International Airport
 - a. Access to the project site will be coordinated to allow full access to HDOT-Airport's CONRAC Contractor. If Contractor damages completed Mauka Terminal Expansion Program construction during subsequent construction activities, all facilities shall be restored to their as-built condition.
5. In areas to receive asphalt concrete overlays or new pavement sections, all work involving pavement cuts, including installation of traffic signal conduits, loops and hand holes or new pavement sections shall be completed prior to placing the final lift of asphalt concrete pavement.
6. To the extent possible, work requiring the temporary relocation of a fence line within a specific secure area shall be executed so as to minimize the duration of the temporary fence relocation. Reconstruction of the permanent security fence shall be completed as quickly as possible after completion of the utility relocation work at the specific site.
7. All costs of maintenance during construction and before the project is finally accepted are included in the unit or lump sum prices bid on the various pay items and the Contractor will not be paid an additional amount for such maintenance.
8. If the Contractor, at any time, fails to properly maintain the work, HART will notify the Contractor of such non-compliance. If the Contractor fails to properly maintain the work within twenty-four (24) hours after receipt of such notice, HART may immediately maintain in the project, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor.
9. Due to the necessity that the Airport remain operational, the Contractor will be required to schedule their working hours in such manner as to minimize interference with movement of aircraft, passengers, service vehicles, and vehicular and foot traffic as required and as may be directed by HART.
10. The Contractor will not be granted any assistance by HART in obtaining preference ratings on construction equipment. The Contractor must own, or have access to, sufficient equipment to complete the project within the agreed time limit without the necessity for a preference rating to obtain additional units. The Contractor shall be responsible to adequately maintain all such equipment to the end of the project.

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11. No equipment or construction materials may be parked or stored closer than 750 feet from active airport operation areas; namely runways, taxiways, and aprons. Equipment working closer than this distance will require clearance from HDOT, Airports Division, and coordination with the FAA.
 12. Materials stored within the airport shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to the ground traffic than is considered necessary by HDOT Airports Division and HART.
 13. No roadway within the airport property shall be closed or opened, except by express permission from HDOT Airports Division as obtained through HART.
 14. If it is necessary to move equipment or large material in the Airport Operating Area (AOA), it shall be escorted by an airport operations personnel, or radio contact with the Air Traffic Control Tower.
 15. The Contractor shall control the generation of dust by his operation in construction zones, a long haul routes and in equipment parking areas at all times. The control of dust may be accomplished by sprinkler water or by other methods as required. There will not be separate payment for this item. The cost will be considered incidental to the price for the appropriate items. In addition, the Contractor shall comply with all applicable standards, orders, or regulations passed pursuant to the Clean Air Act of 1970.
 16. The Contractor shall suspend dust causing operations when dust control measures are inadequate. Work may be resumed by improving dust control methods or when dust does not affect airport operations. During very windy conditions, HART may require the Contractor to suspend all dust causing operation and may limit his working hours.
 17. The Contractor shall be liable for and shall indemnify HART and its representatives against any damage caused by dust arising out of the Contractor's negligent maintenance and control of dust.
 18. The Contractor shall keep all personnel and equipment off the areas which are not included in this construction contract, except as necessary to the performance hereunder.
- B. During the performance of the work and upon termination or completion thereof and at the end of each working day, the Contractor shall remove all debris and waste resulting from his operations and keep and leave the site of work in satisfactory condition.

8.7 WORK IN SECURE AREAS

- A. Contractor's Compliance with Security Rules

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1. The Contractor is advised that it must comply with the security protocols in place for the work locations identified in Subsection 8.8.1, which are available from the affected agencies.
 - a. For Honolulu International Airport secured areas, protocols and requirements are outlined the State of Hawaii Department of Transportation Airports Division, Oahu District Airports: Contractor's Training Guide, obtainable from HDOT and most recently available online at the following web address:
<http://hidot.hawaii.gov/airports/files/2012/12/Contractors-Training-Guide-July-2013.pdf>

8.8 PERMITS

8.8.1 Compliance

- A. The Contractor shall comply with all permit requirements and conditions including but not limited to all Federal, State and Local authorities as though they were specified herein, at no additional cost to the HART or said authorities. In the event of a conflict between the Contract Documents and any permit requirement, the more stringent shall prevail. Local codes and permit conditions are incorporated by reference herein.

8.8.2 HART Obtained Permits

- A. HART will furnish the permits listed in Table 8.8.2-1, titled "HART Obtained Permits," within the time frame noted in the table. The start of construction is sensitive to obtaining the noted permits; as such the Contractor shall support HART's efforts to secure all of the HART provided permits. All permits listed as being obtained by the HART in Table 8.8.2-1 are based on design provided in the Contract Documents. There are conditions in the HART obtained permits that may require additional notifications to the permitting agencies. The Contractor shall be responsible to provide any additional information required for the HART obtained permits. Should the Contractor's means and methods require permit modifications or additional permits, the Contractor will be responsible for obtaining those permits in consultation with HART at no additional cost to HART.

**Table 8.8.2-1
HART Obtained Permits**

| Permit or Agency Submittal | Agency | Date Available |
|--|--|-----------------------|
| Municipal Separate Storm Sewer System* | Hawaii Department of Transportation, Airports Division | NTP + 30 days |
| Noise Permit | Department of Health, Noise Section | NTP + 30 days |
| Noise Variance | Department of Health, Noise Section | NTP + 30 days |

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| | | |
|--|---------------------------------|---|
| Notice of Proposed Construction or Alteration of Impacts to the Airport and FAA facilities – Form 7460.1 | Federal Aviation Administration | If required, 45 days after receiving supporting documentation from Contractor |
|--|---------------------------------|---|

*Does not include dewatering or hydrotesting permits, which are to be obtained by the Contractor

8.8.3 Contractor Obtained Permits and Requirements

- A. The Contractor shall obtain and pay for all other permits required for the performance of the Work. It is the responsibility of the Contractor to obtain necessary permits in a timely manner such that obtaining these permits is not a cause for claim for delay due to impacts to Baseline Schedule.
- B. Contractor shall be responsible for obtaining all building, grading, environmental, and/or all other necessary permits for the Project, except as otherwise specified herein Section 8.8, Permits. Contractor shall not be entitled to an extension of time resulting from delay in obtaining the permits that the Contractor is responsible for obtaining. Furthermore, the Contractor shall not be entitled to an extension of time resulting from delay in permits which HART is to provide, so long as they are obtained on or prior to the dates specified in Section 8.8.

8.9 **TREE REMOVAL AND DISPOSITION**

- A. If required, Tree Disposition tables will be issued to the Contractor to indicate which trees should be transplanted. Contractor will be directed to either plant trees within containers and deliver them to a storage location or transplant the trees within 30 miles of the project site; container planting or replanting at the site shall be in accordance with Technical Specification 31 13 19.

8.10 **PROTECTION OF EXISTING FACILITIES**

- A. The Contractor is responsible to protect existing facilities from damage due to the Contractor's construction operations. General requirements are described in GCCC Section 7.3.1, Contractor's Duty to Locate and Protect Utility, and GCCC Section 7.30.6, Restoration and Precautions. No additional compensation will be made for protecting or restoring damaged facilities or for installing and monitoring geotechnical instrumentation.

8.10.1 Deep Foundations Adjacent to Existing Facilities

- A. Installation of temporary or permanent piling or drilled shafts have potential to cause damage or distress to existing facilities. The Contractor shall install instrumentation and conduct monitoring in accordance with Technical Specification 31 09 00, Geotechnical Instrumentation and Monitoring of Earthwork in the following situations:

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1. Existing structure support elements are within 50 feet of the pile or drilled shaft
2. Existing utility is within 50 feet of a drilled shaft with casing installed or removed by vibratory hammers or any other type of vibratory equipment
3. Other facilities in close proximity to deep foundation as directed by HART

8.11 SPECIALTY LICENSES

A. The following specialty licenses shall be required for this project:

1. C-3 Asphalt paving and surfacing contractor
2. C-3a Asphalt concrete patching, sealing, and striping contractor*
3. C-27b Tree trimming and removal contractor*
4. C-31a Cement concrete contractor
5. C-35 Pipe driving, pile and caisson drilling, and foundation contractor
6. C37d Water chlorination and sanitation contractor
7. C-41 Reinforcing steel contractor

* Denotes specialties with work estimated at less than 1% of the total contract value. Construction bids that do not comply with this requirement may be accepted if acceptance is in the best interest of HART and the value of the work to be performed by the joint contractor or subcontractor is equal to or less than one per cent of the total bid amount per HRS § 103D-302(b).

B. Several of the above specialty classifications are included in the “A” general engineering contracting license. It is the Offeror’s responsibility to know the State of Hawaii contractor license laws, including the scope of contractor and specialty classifications.

8.12 CONTRACTOR’S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES AT THE HONOLULU INTERNATIONAL AIRPORT

- A. Contractor’s operations are in close proximity to other property and damage to such may be considerable or inconvenient to the public. Work shall not be commenced until arrangements necessary for the protection of such property has been made.
- B. In the event of an interruption in utility services by reason of a breakage or in the event a utility facility becomes exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in remedying the situation. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continuous service have been approved by the local agency having jurisdiction over such facility.

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- C. During construction operations, the Contractor shall use special care to prevent damage to all pipes, cables, and other underground utility facilities. Any damage done thereto, regardless of location or whether or not the underground facilities are shown on the plans, shall be repaired by the contractor at the Contractor's expense, or if required by agencies having jurisdiction of such utilities, the Contractor shall arrange for the appropriate utility company to repair the damage at the Contractor's expense.
- D. Information respecting the site of the work given on the drawings or specifications has been obtained by HART and is believed to be reasonably correct, however, it is the responsibility of the bidder to verify all such information.
- E. Any utilities that the Contractor encounters during the progress of the work, such as telephone ducts, electric ducts, ventilation and air conditioning ducts and equipment, water lines, sewer lines, electric lines, and drainage pipes, whether or not shown on the contract drawings, shall not be disturbed or damaged unless otherwise instructed in the plans and specifications.
- F. In the event utilities are damaged or disturbed by the Contractor, the Contractor shall be held liable for the damaged or disturbed utilities whether or not shown on the contract drawings, located and exposed on the job as it progresses, or pointed out to the Contractor in the field.
- G. The Contractor shall repair any damaged or disturbed utilities at no cost to HART. Any damage claims due to the disruption of service caused by the utilities being damaged shall be paid by the Contractor who shall hold harmless HART from all suits, actions or claims of any character brought on account of such damages.
- H. Utilities which must be relocated due to construction and not so indicated in the plans and specifications shall be considered to be additional work as covered by Chapter 3 of the General Conditions. The Contractor shall not, in any case if he encounters underground utilities, proceed with any work until he has notified HART and HDOT-Airport.
- I. The Contractor shall have available, on call 24-hours a day, sufficient specialty contractors, to repair any damage to existing facilities that might occur as a result of construction operations regardless of when the damage might occur.
- J. Outage: Written requests for power outage, communication changes, and water and sewer connection outages shall be submitted to HART and HDOT-Airport, at least seven (7) days in advance or as specified in other sections of these specifications.
- K. Outages will be restricted to non-peak operational hours between midnight and 6:00 a.m.

8.13 SPECIAL AIRPORT CONDITIONS / SCHEDULING REQUIREMENTS

A. The Contractor shall obtain the approval of HDOT, Airports Division, through HART prior to proceeding with any work within the Contract limits of the project. The schedule shall incorporate the following restrictions and limitations:

1. All areas within the AOA and Main Terminal building, including concourses, parking facilities, and Airport access roadways, are currently occupied. The Contractor must coordinate with HDOT, Airports Division, through HART to obtain permission to work in any particular area. The Contractor shall give at least a two (2) week notice to HDOT, Airports Division, through HART so that arrangements can be made for access to Work areas as may be required by the Contractor.
2. The Contractor, on occasion, may be asked to alter his work hours, to accommodate airline or other Airport operations scheduling priorities at no additional cost to the HART.
3. Airline Operational Impact Blackout Dates: Blackout dates apply to construction activities in airline/Airport operational areas or activities that would inconvenience the airlines or tenants during their busiest periods of activity. Full cooperation of the Contractor is required in providing optimal conditions for airline activities during these periods. Dates shown are inclusive:
 - a. Winter Break (Through the month of December to the second week of January)
 - b. The Dr. Martin Luther King, Jr. Day weekend (Holiday celebrated on the third Monday in January)
 - c. Spring Break (Varies, weeklong break, around the Easter Day weekend)
 - d. Golden Week (April 29 through the first week of May)
 - e. The Memorial Day weekend (Holiday celebrated on the last Monday in May)
 - f. Summer Vacation (June through August)
 - g. The Labor Day weekend (Holiday celebrated on the first Monday in September)
 - h. Silver week (Varies, roughly around the third week of September)
 - i. Veterans' Day (Eleventh day in November)
 - j. The Thanksgiving Day weekend (Holiday celebrated on the fourth Thursday in November)

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- B. The Contractor may be allowed to alter his work schedule from the normal eight hour day, five-day week, only if a request is submitted in writing and approved by the Engineer.

8.14 AIRPORT ACCESS ROADWAYS AND LIMITATION OF OPERATIONS

- A. Access to the Airport roadways will be obtained from HDOT, Airports Division, through HART and in accordance with the State of Hawaii Department of Transportation Airports Division, Oahu District Airports: Contractor's Training Guide.
- B. Airport access roadways to the project site will be provided by HDOT, Airports Division, through HART. Nothing contained in the contract shall be interpreted as giving the Contractor exclusive occupancy of the territory provided. When two or more projects are being constructed at one time in the same or adjacent areas in such manner that work on one project may interfere with that of another, HDOT, Airports Division, through HART will decide which contractor shall have priority in the performance of his work.
- C. When the territory of one project is the necessary or convenient means of access for the construction of another project, such privilege of access or any other reasonable privilege may be granted by HDOT, Airports Division, through HART to the Contractor so desiring, to the extent, amount and in the manner and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be made the basis of any claim for delay or damage.
- D. Lands to be furnished by HDOT, Airports Division, through HART for equipment storage, construction operations and other purposes, if any, will be specifically shown on the drawings or provided for elsewhere in the contract. Should the Contractor find it necessary or advantageous to use any additional land for storage area or other purposes during the execution of the work, he shall provide for the use of such lands at his own expense.
- E. The Contractor shall conduct his work at all times in such a manner and in a sequence that will assure the least interruption with the public, other contractors, and tenants. Appropriate professionally produced informational signage shall be installed by the Contractor at his expense to inform the public of closures and detours.
- F. The Contractor shall keep all personnel and equipment off the area not specifically designated for work under this contract. Whenever the Contractor's equipment is not in use, it shall be removed from the job site.
- G. At the end of each working day, the Contractor shall assume liability for leaving his equipment and materials on the job site. The State shall not be responsible for any damage or loss of his equipment or materials in the area.
- H. Failure on the part of the Contractor to abide by the above may result in suspension of work.

8.15 DRILLED SHAFT PERMANENT CASING TEMPORARY CAP

- A. General. The intent of this Airport Section Guideway 7-Pier Construction contract is to construct the drilled shaft foundations, including ancillary work, for the columns at Piers 546 through 550, 551R, and 552R and to leave those foundations in a temporary protected condition for an indefinite period of time.
- B. Temporary Cap for Casing – Piers 546 through 549
1. The Contractor shall construct these four drilled shaft casings to protrude and extend upward above the existing ground elevation to the final height depicted on the Drawings.
 2. Upon completion of the work, the public will occupy the space immediately adjacent to the protruding drilled shaft casings, and it is anticipated that the public may sit, stand or otherwise climb on the Contractor's finished work. Therefore, the Contractor shall cap each of these exposed casings in a manner to prevent hazards to the public whom will occupy this space for a period of five (5) years. The cap shall be free of sharp edges and be structurally adequate to prevent failure of the cap or entry into the shaft.
 3. The Contractor shall submit drawings and associated requirements for each of the temporary caps, signed and sealed by an engineer registered in the State of Hawaii, which meet the performance criteria described above for review and comment by HART.
 4. The Contractor's cap design for these drilled shafts may be required to provide manhole-type access or other means for future inspection by HART if so directed by HART. If required, supplemental specifications will be provided by HART.
- C. Temporary Cap for Casing – Piers 550, 551R, and 552R
1. The Contractor shall construct these three drilled shaft casings to terminate at a depth at or below the existing ground elevation.
 2. Upon completion of the work, the public, pedestrians, trucks, and other heavy construction equipment will occupy the space immediately on top of the Contractor's finished work. Therefore, the Contractor shall cap each casing to prevent infiltration of water and debris over a period of five (5) years, and cover using a method that is structurally adequate to withstand H-20 highway loading for the same time period.
 3. The Contractor shall submit drawings and associated requirements for each of the temporary caps, signed and sealed by an engineer registered in the State of Hawaii, which meet the performance criteria described above for review by HART.
 4. The Contractor's cap design for these drilled shafts may be required to provide manhole-type access or other means for future inspection by

Honolulu Rail Transit Project

HART if so directed by HART. If required, supplemental specifications will be provided by HART.

END OF SPECIAL PROVISIONS