

SPECIAL PROVISIONS

FOR

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ON-CALL CONSTRUCTION CONTRACTOR CONTRACT II RFP-HRT-840202

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 (12/2014) (“General Conditions” or “GCCC”) and the On-Call Construction Contractor Contract II. The SPs are organized as follows:

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

SPECIAL PROVISIONS (SP)

SECTION SP 1 -- RESERVED.

SECTION SP 2 -- RESERVED.

SECTION SP 3 – GCCC Section 3.2 Change Orders/Price Adjustments. Section 3.2(a) is amended by adding the following:

“Work will be assigned on a Task Order basis. Preparation of Task Orders will be pursuant to Attachments B-1 and B-2.”

SECTION SP 4 -- GCCC Section 4.1, Performance and Payment Bonds. Section 4.1(a) is deleted in its entirety and replaced with the following:

“(a) Performance and payment bonds are required under this contract. For this construction Contract, each bond shall be in an amount equal to one hundred percent (100%) of the amount of each individual Task Order. The performance and payment bonds shall be delivered by the Contractor to HART before or at the time the Task Order is executed. Work shall not commence on the Task Order until the required performance and payment bonds are delivered to HART. Should the Contractor refuse to deliver the performance and payment bonds within a reasonable time the Contract may be terminated for default pursuant to Section 3.9.”

SECTION SP 4.2 -- GCCC Section 4.2, Insurance Requirements. By nature of the work to be completed under this contract, the Contractor will be considered an Excluded Party as defined in paragraph 4.2 (d) and will not be covered by insurance purchased by HART through OCIP.

SECTION SP 5 -- GCCC Section 5.1(h), Retention. Section 5.1(h) is deleted in its entirety and replaced with the following:

“(1) HART may withhold from the Contractor, as retainage, five percent (5%) of the total amount due the Contractor for an individual Task Order during completion of the first fifty percent (50%) of the Task Order scope of services. Should retainage be withheld, upon fifty percent (50%) completion of a Task Order, if the Contractor shall demonstrate to HART’s satisfaction that the first fifty percent (50%) of the scope of services has been satisfactorily completed, no additional sum should be withheld, as retainage, for the remainder of the Task Order. However, if the demonstration shows that the first fifty percent (50%) of the Task Order scope of services has not been satisfactorily completed, the Contracting Officer shall continue to withhold, as retainage, five percent (5%) of the total amount due the Contractor for the Task Order. Any and all retainage shall not be released until final acceptance of the Task Order.”

SECTION SP 6 -- RESERVED.

SECTION SP 7.4 -- GCCC Section 7.4, Escrowed Proposal Documents, is deleted in its entirety.

SECTION SP 7.5 -- GCCC Section 7.5, Character of Workers and Key Personnel. Section SP 7.5.2, Key Personnel and Project Organization, is deleted in its entirety.

SECTION SP 7.6 -- GCCC Section 7.6, Construction Progress Documentation, is deleted in its entirety.

SECTION SP 7.7 -- GCCC Section 7.7, Photographic Documentation, is deleted in its entirety.

SECTION SP 7.8 -- GCCC Section 7.8, Submittal Procedures, is deleted in its entirety.

SECTION SP 7.11 -- GCCC Section 7.11, Quality Assurance. Section 7.11.2, Contractor’s Quality Assurance Plan (QAP) Requirements, and Section 7.11.3, Construction Quality Management, are deleted in their entirety.

SECTION SP 7-13 -- GCCC Quality Control. Section 7.13.2, Contractor’s Construction QC, Section 7.13.3, Contractor’s QC Representative, Section 7.13.4, Contractor’s QC Inspection and Testing, Section 7.13.5, HART Inspections and Tests, and Section 7.13.6, HART QC Audits, are deleted in their entirety.

SECTION SP 7.15 – GCCC Construction Facilities. Sections 7.15.1 (b) through 7.15.1 (q) are deleted in their entirety.

SECTION SP 7.20 – GCCC Invasive and Noxious Weed Management, Section 7.20.2 Contractor’s Duties and 7.20.3 Inventory and Eradication of Noxious Weeds are deleted in their entirety.

SECTION SP 7.24 – GCCC Public Awareness and Community Relations, is deleted in its entirety and replaced with the following:

“The Contractor shall maintain day-to-day contact with the Project area residents, business, and commuters and provide information to all parties impacted by the Project on how to deal with any Project related disruptions, impacts, or issues. If a resident, business, commuter, or other member of the public has a question or comment related to construction or preparation for construction, the first and preferred point-of-contact should be the Contractor.”

Section SP 7.25 -- GCCC Project Identification, is deleted in its entirety and replaced with the following:

“The Contractor may be required to provide temporary project identification signs and general construction signs as specified by HART. The Contractor may be required to install signs placed in prominent auto traffic zones where construction is occurring. The signs will identify the rail transit project and will comply with Federal Transit Administration (FTA) requirements. The signs will also identify the Contractors name, the project 24-hour public information hotline number and the participating agencies. Signs and lettering shall be sized appropriate for the speed limit in the area using MUTCD size guidelines and be consistent with applicable City sign ordinance(s).”

SECTION SP 8 -- RESERVED.

END OF SECTION