

## **SPECIAL PROVISIONS**

### **FOR**

#### **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION RAMP H2R2 CONSTRUCTION CONTRACT RFB-HRT-837903**

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 “GC”) and the Ramp H2R2 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.

The Contractor shall mean the Offeror to whom the Contract has been awarded by HART.

#### **Contract Summary:**

This Ramp H2R2 Contract is an estimated \$3.5-\$4.5 million Project. The Work of the Project is set forth in the Contract Documents, which consists of the construction of Ramp H2R2 and associated roadway work within Waiawa Interchange. The Ramp H2R2 will provide access to the Pearl Highlands Station from eastbound Farrington Highway and connects to eastbound Kamehameha Highway. Construction of the ramp includes but is not limited to earthwork, reinforced concrete retaining wall, cast-in-place concrete barriers, asphalt paving, drainage facilities, roadway signing and striping, street lighting, and other appurtenances associated with roadway construction.

The Project Information is as follows:

- (1) Project Identification: Honolulu Rail Transit Project – Ramp H2R2;
- (2) Project Location: as indicated in the Contract Documents;
- (3) Project Owner: Honolulu Authority for Rapid Transportation (HART); and
- (4) Architects and Engineers: Anil Verma Associates, Inc.

#### **CHAPTER SP-1 TO SP-7**

##### **1. SP-2.1 DEFINITIONS**

Section 2.1 of the General Conditions shall be amended by replacing the definition of "Substantial Completion" with the following meaning:

"Substantial Completion" means the point at which the Ramp H2R2 is sufficiently complete, in accordance with the Contract Documents, so that the general public may be permitted to travel on the ramp. This would include but not be limited to the completion of all roadway life safety features including signing, striping, guardrails, attenuators, fencing, and street lighting."

## 2. SP-2.12 LIQUIDATED DAMAGES

Section 2.12 of the General Conditions shall be amended by adding the following subparagraph:

“(b) If the Contractor fails to achieve Contract Substantial Completion by the deadline specified in Table 7.1 of SP-7.1.1, the Contractor agrees to pay the stated Liquidated Damages Charge, as follows:

- Ramp H2R2 Contract Substantial Completion: \$2,000.00 per day.”

## 3. SP-7.1 GENERAL PERFORMANCE AND ACCESS PROVISIONS

### SP-7.1.1 Time is of the Essence

Section 7.1.1 of the General Conditions is hereby amended by adding the following subparagraphs (a), (b), and (c):

“(a) **Schedule of Access Date Milestones.** The following dates shall be incorporated into the Contractor’s Baseline Project Schedule and serve as a part of the Contract requirements for the Ramp H2R2 Construction Contract.

<b>Item</b>	<b>Description</b>	<b>Date NLT:</b>
1.	<b>Ramp H2R2 Anticipated NTP</b>	4/16/2015
2.	<b>Ramp H2R2 Substantial Completion</b>	<b>5/31/2016</b>

(b) **Access Coordination.** Contractor shall have use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by HART's right to perform work or to retain other contractors on portions of Project. The Contractor may also be providing access to other contractors to perform their work within the same Work site or Work area. The following terms are defined as follows:

- (1) “Work Site Control” or “Work Site Controller” means the contractor that controls the construction activity on a shared work site. The contractor that controls the work site is held responsible for all activities on that work site in terms of site safety, site security, and overall site coordination and management. Work Site Control may transfer between contractors, if necessary, to maintain project schedules but must be established prior to any work commencing by two or more contractors in a given work site.

<b>Contract Title</b>	<b>Start Date</b>	<b>Finish Date</b>
WOFH Guideway DB Contract	December 2009	July 2016

(c) **Use of Site:** Limit use of Project site to areas within the Contract limits indicated as Work Areas. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- (1) Limits: Confine construction operations to the Work Areas.
- (2) Limits: Limit site disturbance, including earthwork and clearing of vegetation, 10 feet beyond surface walkways, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces such as stormwater detention facilities that require additional staging areas in order to limit compaction in the constructed area.
- (3) Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to HART, HART's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - (A) Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - (B) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.”

#### **4. SP-7.1.7 Permits, Licenses**

Section 7.1.7 of the General Conditions is hereby amended by adding the following provisions after subparagraph (d) of this Section:

“(d) Portions of the required permits for the Project have been applied for by HART or HART’s consultant and are available for viewing on Project Web site. The following permits have been applied for and will be paid for by HART except where noted. All other required permits are to be applied for and paid by the Contractor:

- (1) Department of Planning and Permitting (“DPP”)—One Time Review
- (2) Grading Permit applied for by HART; obtained and paid for by Contractor.
- (3) Floodway Permit, Floodway District Certification, and Certification of a "No-Rise" Determination for a Proposed Floodway Development.”

#### **5. SP-7.2 Interface Management and Coordination**

Section 7.2 of the General Conditions is hereby deleted in its entirety.

#### **6. SP-7.5 Key Personnel**

Section 7.5.2(c)(3) – Quality Manager of the General Conditions shall be deleted in its entirety.

Section 7.5.2(c)(4) – Safety and Security Specialist of the General Conditions shall be deleted in its entirety.

Section 7.5.2(c)(5) - Public Involvement Manager of the General Conditions shall be deleted in its entirety.

## **7. SP-7.9 Shop Drawings, Product Data, and Samples**

Section 7.9.5(h)(1) is here by deleted in its entirety and replaced with “Contractor shall submit five (5) of each sample item.”

## **8. SP-7.11 Quality Assurance**

Section 7.11.1 (c) of the General Conditions is added:

“(c) HDOT Quality Assurance Manual for Materials:

The Materials Quality Assurance (MQA) Program represents the Hawaii Department of Transportation (HDOT), Highways Division’s (HWY) recognition of its responsibility and commitment to ensure that materials incorporated into highway construction projects conform substantially to requirements of the plans and specifications, including approved changes. The MQA Program is composed of the following: Laboratory Qualification Program, Personnel Qualification Program, Materials Acceptance Program, and Independent Assurance Program. Refer to Appendix 1 for flow diagram showing the interrelationship of the different programs.

The following procedures and guidelines are provided to ensure the quality of materials for all State Highway construction projects, and County Federal-aid projects on the National Highway System, according to Title 23, Code of Federal Regulations, part 637, subpart B, Quality Assurance Procedure for Construction.”

The HDOT MQA document is provided as a reference and can be found in Part 9 - REFERENCE DOCUMENTS; paragraph 9.1.3. The quality control (QC) testing requirements (including frequency of each required test) contained in the HDOT MQA, which are also specified in the technical specifications, shall be performed and recorded by the Contractor.”

Section 7.11.3(d)(1) of the General Conditions is hereby deleted in its entirety and replaced with the following:

“(1) The Contractor shall, at a minimum, identify its Project Principal and Project/Construction Manager See GC Section 7.5, Characters of Workers and Key Personnel.”

## **9. SP-7.15 Construction Facilities**

Section 7.15 of the General Conditions is hereby deleted in its entirety and replaced with the following:

#### “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 with the Contractor on the Project site personally or via fax, email, or the local post office address or post office box.

(b) The Contractor shall pay for all office and other building space, facilities, and equipment required to meet the requirements of the Contract.

#### 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.”

#### **10. SP-7.16 Maintenance of Traffic**

Section 7.16.1(b)(6) of the General Conditions shall be amended by deleting the first sentence of this subsection which states “Lane closures shall maintain the minimum number of through traffic lanes in accordance with project-specific lane closure charts.”

#### **11. SP-7.24 Public Awareness and Community Relations**

Section 7.24.1 Submittals of the General Conditions shall be deleted in its entirety.

Section 7.24.4(a) Contractor's Responsibility of the General Conditions shall be deleted in its entirety and replaced with the following:

"7.24.4 Contractor's Responsibilities:

- (a) The contractor shall provide monthly reports of activities undertaken to implement the PA/CR Plan. Submit the monthly report in a format acceptable to HART on or before the 10th day of the month for activities undertaken during the previous month."

Section 7.24.4(b) Staff Requirements of the General Conditions shall be deleted in its entirety.

Section 7.24.5 Business and Residential Impact Mitigation of the General Conditions shall be deleted in its entirety.

Section 7.24.6 Community Updates/Neighborhood Boards of the General Conditions shall be deleted in its entirety.

**CHAPTER SP-8**

**1. SP-8.1 Project Summary**

- (a) The Work of the Project is set forth in the Contract Documents, which consists of the construction of Ramp H2R2 and associated roadway work within Waiawa Interchange. The Ramp H2R2 will provide access to the Pearl Highlands Station from eastbound Farrington Highway and connects to eastbound Kamehameha Highway. Construction of the ramp includes but is not limited to earthwork, reinforced concrete retaining wall, cast-in-place concrete barriers, asphalt paving, drainage facilities, roadway signing and striping, street lighting, and other appurtenances associated with roadway construction.
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  - (4) Architects and Engineers: Anil Verma Associates, Inc.

**2. SP-8.2 Specialty Contractors**

- (a) The following required specialty contractor classifications have been identified in connection with the Contract Work. It is the Contractor's responsibility to know the State of Hawai'i contractor license laws, including the scope of contractor and specialty classifications. Refer to the Instructions to Offerors regarding timely written submission of comments, request for clarification, or if the Contractor does not agree with the list below. The identified required specialty contractor classifications are as follows:

<u>Specialty Classification</u>	<u>Description</u>
C-03	Asphalt paving and surfacing
C-03a	Asphalt concrete patching, sealing, striping
C-10	Scaffolding
C-13	Electrical
C-14	Sign contractor
C-17	Excavating, grading, trenching
C-27	Landscaping
C-27a	Hydromulching
C-31	Masonry
C-31a	Cement concrete
C-31d	Tuckpointing and caulking
C-31e	Concrete cutting, drilling, sawing, coring, pressure grouting
C-32	Ornamental guardrail, fencing
C-33	Painting
C-35	Pile driving, pile and caisson drilling, foundation
C-37	Plumbing
C-41	Reinforcing steel
C-43	Sewer, sewage disposal, drain, and pipe laying
C-55	Waterproofing
C-56	Welding

### 3. **SP-8.3 Meteorological Data**

#### (a) Flood Risks at Waiawa Stream

The Contractor shall anticipate the flood risks as outlined in "Analysis of Monthly Discharge Exceedance Probabilities at Waiawa Stream to Estimate Monthly Flood Risks at Pearl Highlands Station and the Ramp H2R2 Area" found under Part 7 ENGINEERING DATA AND REPORTS; paragraph 7.7 of the bid documents. The Contractor shall include in its construction schedule additional days the Contractor deems necessary to allow for delays due to flooding, and no time extension will be granted nor additional compensation paid for construction delays.

### 4. **SP-8.4 Potential Site Contamination**

(a) The following is provided for information purposes only and is a brief summary of the known contaminants of potential concern as documented in the site-specific relevant existing background reports and studies.

#### (1) Environmental Contaminant Screening Summary

##### **Pearl Highlands, Ramp H2R2**

The area where Ramp H2R2 will be constructed has been the subject of previous and ongoing investigations for the RHS Lee Property Tax Map Key (TMK) 96004006.

Proposed work to construct Ramp H2R2 includes grading that may disturb surface and near subsurface soil.

### **Previous Investigation at RHS Lee Property**

A Phase I and II Environmental Site Assessment was performed for the property that identified petroleum-contaminated soil in surface soil (0-0.5 feet below ground surface [bgs]) (Phase I ESA: Environet, December 2009; Phase II ESA: Environet, February 2010). During more recent site walks conducted in 2013 and 2014, visual staining of surface soil was observed throughout the area. Contractors should assume that PCS may exist in surface soil to approximately 1 feet bgs in areas where visual staining is observed.

The figure below depicts the location of previous borings and concentrations that exceed State of Hawaii Department of Health (HDOH) Tier 1 Environmental Action Levels (EALs).



#### References:

1. Environet Inc. Phase I Environmental Site Assessment RHS Lee Baseyard, Pearl City, Oahu, Hawaii 96797, TMK (1) 9-6-4, Parcel 6. December 2009.
2. Environet Inc. Phase II Soil Investigation RHS Lee Base yard, Pearl City, Oahu, Hawaii 96797, TMK (1) 9-6-4, Parcel 6. February 2010.