

SPECIAL PROVISIONS

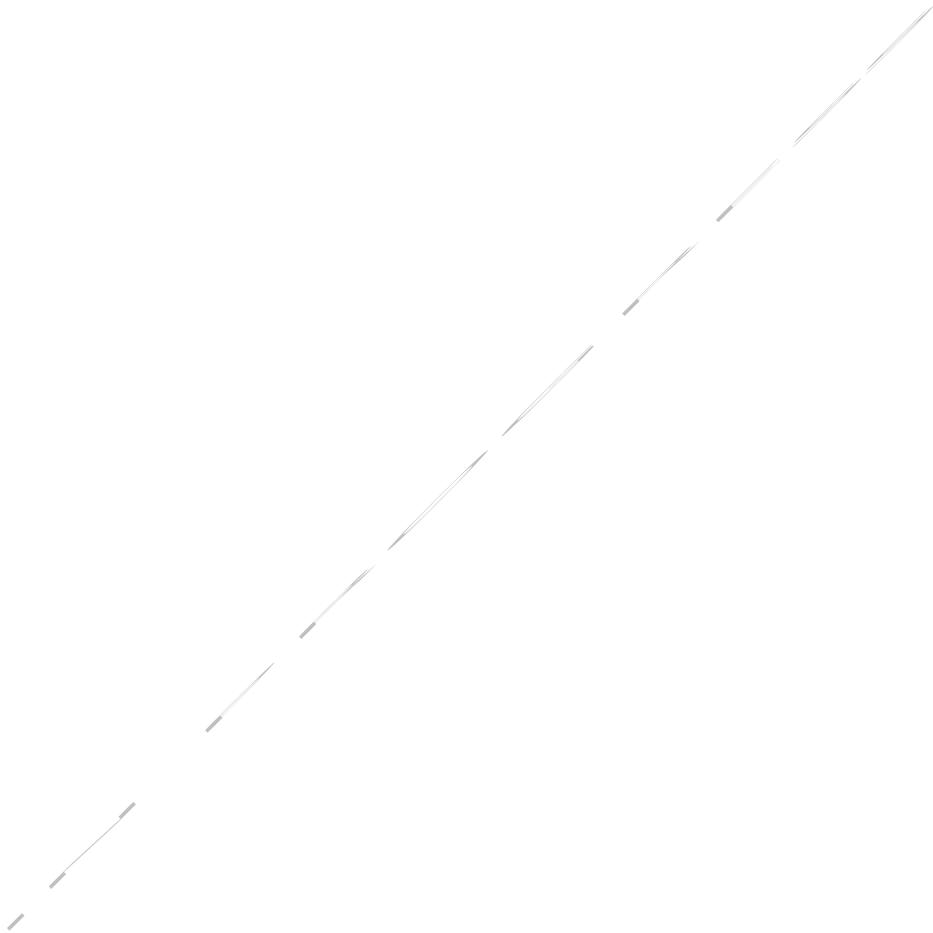
FOR

**HONOLULU AUTHORITY FOR RAPID TRANSPORTATION
AIRPORT GUIDEWAY AND STATIONS DESIGN-BUILD CONTRACT**

RFP-HRT-858431

ATTACHMENTS

- i. Attachment SP-7.16.A, Lane Closure Charts
- ii. Attachment SP-8.3A, Availability of Right-of-Way
- iii. Attachment SP-8.3B, Temporary Construction Easements



Honolulu Rail Transit Project

These SPECIAL PROVISIONS (“SP”) hereby (1) modify and/or supplement the General Conditions for Design-Build Contracts of the Honolulu Authority for Rapid Transportation (8/2015) (“General Conditions” or “GCDB”) for the Airport Guideway and Stations Design-Build Contract (“Contract”); and (2) provide additional performance requirements specific for the Project. 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.

Except as provided herein, all other terms and conditions of the General Conditions shall remain in full force and effect.

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

Contract Summary:

The Work of the Airport Guideway and Stations (AGS) Design-Build Contract is set forth in the Contract Documents, and includes the design and construction of approximately 5.15 miles of elevated guideway, four stations, and associated elements necessary for a rail transit system. The guideway segment begins at guideway alignment Station 989+00 on the mauka side of Kamehameha Highway near the Arizona Memorial and ends at Station 1260+98.91 in the median of Kamehameha Highway, Koko Head of the Middle Street Transit Center Station. The four stations within this segment consist of the Pearl Harbor Naval Base (PHNB) Station, the Honolulu International Airport (HIA) Station, the Lagoon Drive Station (LGDR), and the Middle Street Transit Center Station (MSTC).

The Project Information is as follows:

- (1) Project Identification: Honolulu Rail Transit Project – Airport Guideway and Stations;
- (2) Project Location: as indicated in the Contract Documents;
- (3) Project Owner: Honolulu Authority for Rapid Transportation (HART); and
- (4) Contractor and Architects and Engineers: To Be Determined

SP-1 to SP-7:

SP-2.13 Liquidated Damages

Section 2.13 of the GCDB is hereby deleted in its entirety and shall be replaced with the following Sections 2.13.1 through 2.13.2:

SP-2.13.1 Basis of Liquidated Damages

It is mutually understood and agreed by and between the parties to the Contract that time shall be of the essence and that in the event the Contractor fails to complete the Work by the Substantial Completion Date, HART will be damaged thereby, and that the amount of such damages, including, but not limited to, expenses for inspection, administration, insurance, and other costs arising from Contractor’s failure to complete the Work in a timely manner, are difficult, if not impossible, to ascertain and prove. Accordingly, it is hereby agreed that the Contractor shall pay to HART such damages as liquidated damages, and not by way of penalty, in the amount(s) set forth in Section 2.13.2 below for each calendar day (including weekends and holidays) beyond the Substantial Completion Date that the Contractor fails to complete the Work. The Contractor expressly authorizes HART to determine the

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amount of the liquidated damages in accordance with Section 2.13.2 below and deduct such amount from any monies due to the Contractor under the Contract. If the monies due to the Contractor are insufficient to pay the full amount of the liquidated damages as determined by HART or if no monies are due to the Contractor, the Contracting Officer shall invoice the Contractor for the amount due and owing and the Contractor shall tender payment in full within ten (10) days of receipt of the invoice.

SP-2.13.2 Amount of Liquidated Damages

(a) **Liquidated Damages for Failure to Achieve Substantial Completion.** In the event that the Contractor fails to achieve Substantial Completion by the Substantial Completion Date, the Contractor agrees to pay HART Liquidated Damages in the amount of \$40,000.00 for each day of delay, starting on the day after the Substantial Completion Date through and including the date Substantial Completion is actually achieved.

(b) **Liquidated Damages for Failure to Achieve Punch List Completion.** In the event that the Contractor fails to achieve Punch List Completion by the Punch List Completion Date, the Contractor agrees to pay HART Liquidated Damages in the amount of \$20,000.00 for each day of delay, starting on the thirtieth (30th) day after the Punch List Completion Date through and including the date Punch List Completion is actually achieved.

SP-7.1.1 Time is of the Essence

Section 7.1.1 of the GCDB is hereby amended by adding the following subsections 7.1.1(a) through 7.1.1(e), and a new Section 7.1.1.1:

(a) **Schedule of Access Date Milestones.** The following dates in Table SP-7.1.A shall be incorporated into the Contractor's Baseline Project Schedule and serve as a part of the Contract requirements for the Airport Guideway and Stations Design-Build Contract. Abbreviations used in Table SP-7.1.A include:

CCGS - City Center Guideway and Stations Design-Build contractor

CSC – Core Systems Contractor

E&E – Elevator and Escalator contractor

AGS – Airport Guideway and Stations Design-Build Contractor (this Contract)

HIA - Honolulu International Airport Station

KHG - Kamehameha Highway Guideway Design-Build contractor

LGDR - Lagoon Drive Station

MSF - Maintenance and Storage Facility contractor

MSTC - Middle Street Transit Center Station

NLT – No Later Than date when access is provided by the “Providing” contractor to the “Receiving” contractor

PHNB - Pearl Harbor Naval Base Station

TCCR – Train Control & Communication Room

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TABLE SP-7.1.A - ACCESS SCHEDULE REQUIREMENTS

(Based on NTP, anticipated to occur on or about April 4, 2016)

ID	Description	Date NLT	Receiving Contractor	Providing Contractor
1	MSF provides Rail Material / Transfer of Inventory Control to AGS	At NTP ~4/4/2016	AGS	MSF
2	KHG provides shared column to AGS for Guideway span erection @ Aloha Stadium Area	4/30/2017	AGS	KHG
3	AGS provides shared column to CCGS for Guideway span erection east of Middle Street Transit Center Station	7/1/2018	CCGS	AGS
4	CSC Partial Access to Guideway Deck to start Cable Installation	2/1/2019	CSC	AGS
5	Guideway Construction Complete and Full Guideway Deck Access provided to CSC	6/5/2020	CSC	AGS
6	Pearl Harbor Naval Base Station	(~ start: 10/5/2017)		
6a	PHNB – Auxiliary Equipment Building / TCCR, Partial Access for Systems Installation (includes Systems Site #25)	7/1/2018	CSC	AGS
6b	PHNB – Balance of Building and Structures, Partial Access for Systems Installation	11/1/2018	CSC	AGS
6c	PHNB – Elevator & Escalators Installation, Partial Access for E&E	4/1/2019	E&E	AGS
6d	PHNB – Station Platform, Partial Access for Systems Installation	1/1/2019	CSC	AGS
6e	PHNB – E&E Complete Installation & Testing to support Station Completion	7/1/2019	AGS	E&E
6f	PHNB – CSC Complete Installation & Testing to support Station Completion	7/1/2019	AGS	CSC
6g	PHNB – CSC provided Full Access @ Station Construction Completion	7/31/2019	CSC	AGS
7	Honolulu International Airport Station	(~ start: 9/3/2018)		

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TABLE SP-7.1.A - ACCESS SCHEDULE REQUIREMENTS

(Based on NTP, anticipated to occur on or about April 4, 2016)

ID	Description	Date NLT	Receiving Contractor	Providing Contractor
7a	HIA – Auxiliary Equipment Building / TCCR, Partial Access for Systems Installation (includes Systems Site #27)	7/1/2019	CSC	AGS
7b	HIA – Balance of Building and Structures, Partial Access for Systems Installation	12/1/2019	CSC	AGS
7c	HIA – Elevator & Escalators Installation, Partial Access for E&E	3/1/2020	E&E	AGS
7d	HIA – Station Platform, Partial Access for Systems Installation	2/1/2020	CSC	AGS
7e	HIA – E&E Complete Installation & Testing to Support Station Completion	8/1/2020	AGS	E&E
7f	HIA – CSC Complete Installation & Testing to Support Station Completion	8/1/2020	AGS	CSC
7g	HIA – CSC provided Full Access at Station Construction Completion	8/31/2020	CSC	AGS
8	Lagoon Drive Station	(~ start: 7/5/2017)		
8a	LGDR – Auxiliary Equipment Building / TCCR, Partial Access for Systems Installation (includes Systems Site #28)	2/1/2018	CSC	AGS
8b	LGDR – Balance of Building and Structures, Partial Access for Systems Installation	9/1/2018	CSC	AGS
8c	LGDR – Elevator & Escalators Installation, Partial Access for E&E	1/1/2019	E&E	AGS
8d	LGDR – Station Platform, Partial Access for Systems Installation	10/1/2018	CSC	AGS
8e	LGDR – E&E Complete Installation & Testing to Support Station Completion	5/1/2019	AGS	E&E
8f	LGDR – CSC Complete Installation & Testing to Support Station Completion	5/1/2019	AGS	CSC
8g	LGDR – CSC provided Full Access at Station Construction Completion	5/31/2019	CSC	AGS

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TABLE SP-7.1.A - ACCESS SCHEDULE REQUIREMENTS

(Based on NTP, anticipated to occur on or about April 4, 2016)

ID	Description	Date NLT	Receiving Contractor	Providing Contractor
9	Middle Street Transit Center Station	(~ start: 9/10/2018)		
9a	MSTC – Auxiliary Equipment Building / TCCR, Partial Access for Systems Installation	5/1/2019	CSC	AGS
9b	MSTC – Balance of Building and Structures, Partial Access for Systems Installation	10/1/2019	CSC	AGS
9c	MSTC – Elevator & Escalators Installation, Partial Access for E&E	1/1/2020	E&E	AGS
9d	MSTC – Station Platform, Partial Access for Systems Installation	12/1/2019	CSC	AGS
9e	MSTC – E&E Complete Installation & Testing to Support Station Completion	6/1/2020	AGS	E&E
9f	MSTC – CSC Complete Installation & Testing to Support Station Completion	6/1/2020	AGS	CSC
9g	MSTC – CSC provided Full Access at Station Construction Completion	6/30/2020	CSC	AGS
	Airport Guideway and Stations DB Contract Substantial Completion	NTP plus 53 months		

(b) **Access Coordination.** The Contractor will have shared use of the Project site for construction operations during the construction period. The Contractor shall perform pre-acceptance walkthroughs and provide a Punch List of other contractors’ work elements that need to be incorporated in order for Contractor to begin its Work. The Contractor shall also provide reasonable 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 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.
- (2) “Partial Access” in the AGS Contract as used in Table SP-7.1.A means:
 - (A) “Auxiliary Equipment Building/TCCR, Partial Access for Systems Installation” includes shared occupancy between the Contractor and the Core Systems

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Contractor (CSC) of the station interior spaces near to and including the electrical room, uninterrupted power supply (UPS) room, TCCR room, and other CSC-associated equipment rooms. These rooms are expected to be completed to a degree such that the CSC can securely access and install racks, cables, and equipment within the rooms, and shall be complete, including final coat of paint with touchup by the Contractor upon completion of CSC installation. The rooms and adjacent areas shall be clean and free of dust. Equipment room doors shall be mounted and lockable. Pathways (e.g., duct bank, conduit, etc.) installed by the Contractor are to be installed and completed from the Auxiliary Equipment Building / TCCR rooms to the guideway to support the CSC's installation of the main fiber and other cabling/wiring for communications, train control, SCADA, and other similar systems installation. Temporary and/or alternate routing of pathways may be required by the Contractor to permit the CSC's timely access. Temporary power and lighting within the station is to be made available to the CSC by the Contractor. All specified interface points are to be complete and validated. The Contractor shall take the necessary steps to adequately protect CSC equipment and materials from dust and harm during any subsequent work.

For stations with access to Systems Sites adjacent to, or in proximity to the station, the Contractor shall make the site available to the Core Systems Contractor to allow the installation of systems ductbank, equipment concrete pads, and systems equipment. The Contractor shall coordinate with the CSC and utility providers for the installation of final power and other utilities.

- (B) "Balance of Building and Structures, Partial Access for Systems Installation" includes shared access to the remainder of the station areas to allow the CSC to install its own contracted conduits/raceways, cabling within its own conduits as well as within conduits installed by the Contractor, equipment, and devices from the Auxiliary Equipment Building/TCCR rooms throughout the remainder of the station, including ground, entry, and concourse levels (excludes the platform).
- (C) "Elevator & Escalators Installation, Partial Access for E&E" includes the shared access to the areas immediately adjacent to the elevators and escalator (if applicable) locations (including machine rooms) to permit the E&E contractor to install its equipment. Elevator shaft structure (including lifting beam) is complete, ready to receive guide rails, hoisting equipment, platform, cab, electrification, etc. Escalator landing structures (if applicable) are complete at all station levels. Permanent power is required to be available by the time E&E testing is started.
- (D) "Station Platform, Partial Access for Systems Installation" includes shared access on the guideway and on the station platform, where the installation of all concealed conduits, raceways, canopy steel structure, etc., by the Contractor is complete and ready for the CSC's installation of wiring, devices, equipment, and Platform Screen Gates. The Contractor's installation of canopy fabric is anticipated to follow the CSC's wiring rough-in.

- (3) "Full Access" as used in Table SP-7.1.A in the stations means:

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- (A) Work Site Control is handed over from the Contractor to the CSC at the completion of each station.
- (B) With exception of minor finishing activities and Punch List items, all station construction work must be complete, including station auxiliary equipment such as fire control and air conditioning, enabling all mechanical and electrical work to be completed and tested.
- (C) Station shall be clean and free of dust.
- (4) Other contractors that will be performing work within and adjacent to the work site include, but are not limited to those listed in Table SP-7.1.B.

TABLE SP-7.1.B – AGS Coordination with other Active Contracts		
Contract Title	Start Date	Finish Date
MSF DB Contract	July 2011	April 2016
KHG DB Contract	July 2011	September 2016
CCGS DB Contract	TBD: ~ August 2016	TBD: ~ August 2020
Core Systems Contract DBOM (Design-Build Portion)	January 2012	March 2019
Elevator & Escalator DFIM (Design, Furnish & Install Portion)	August 2013	July 2018
Airport Section Utilities DBB Contract	October 2014	December 2015
HIA Modernization - Mauka Concourse	TBD	TBD
HIA Modernization – CONRAC	TBD	TBD
HIA Modernization - Roadway Facilities	TBD	TBD
HART's On-Call Contractor	May 2015	May 2020

(c) **Access to Site.** HART will provide the Contractor with access to the Work Site as delineated in the Request for Proposal (RFP) Drawings (Right-of-Way Plans) through acquisition of right-of-way, permanent or temporary construction easements (TCE) or other agreements per SP-8.3. Some of these agreements, such as Navy utility licenses, will be for a limited duration and the Contractor shall work with HART to coordinate the necessary dates and durations for access to these properties. The Contractor will be responsible for acquiring any additional temporary construction easements or access permissions not shown in the RFP Drawings (Right-of-Way Plans), as may be necessary for the Contractor’s convenience or means and methods. The 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. Examples of permissions required are street usage permits (City roadways) or outage requests (HIA facilities).

(d) **Use of Site.** The Contractor shall limit the use of Project site(s) to areas within the Contract limits indicated as property lines, right-of-way, temporary construction easements, or permanent

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easements, and limits of construction permits as shown or specified in the permit, unless arrangements are made with owner(s) of adjacent private property. Contractor shall not disturb portions of the Project site beyond areas in which the Work is indicated. If additional space or property is needed to accommodate Contractor's means or methods of construction of the Work or for an additional staging area or for the convenience of the Contractor, Contractor shall be responsible for acquiring the right to use such additional space and shall bear all related costs and responsibilities. Prior to the use of any private property outside the specified limits, Contractor shall file with HART written authorization obtained from the property owner(s) and provide copies of all applicable documents.

- (1) 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.
- (2) The Contractor shall remove all equipment, materials and rubbish from work areas which the Contractor occupies and shall leave the areas in a presentable condition, in accordance with the provisions in GCDB 7.30, Cleaning, and as directed by HART.
- (3) Contractor shall keep driveways, walkways, and entrances serving premises clear and available to HART, HART's employees, and emergency vehicles at all times. Contractor shall not use these areas for parking or storage of materials.
- (4) Contractor shall schedule deliveries to minimize use of driveways and entrances by construction operations.
- (5) Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment onsite.

(e) **HART-Provided Right-of-Way Access Dates and Temporary Construction**

Easements Dates. Except as described in Attachment SP-8.3A, Availability of Right of Way, and Attachment SP-8.3B, Temporary Construction Easements, the Contractor shall have access to properties indicated in the RFP Drawings (Right-of-Way Plans) upon issuance of the NTP. The Contractor is advised that HART may not yet hold title, easements, right of access or regulatory approval for several properties necessary to complete the work included in this contract at the time of NTP. The estimated Availability Dates shown are the earliest expected dates when the properties will become available to the Contractor. These Availability Dates must be considered in the Contractor's work plan, construction schedule and work descriptions. Delays in availability beyond the Availability Dates shown below for access to these properties will not be considered a Cause of Delay or Time Extension as described in GCDB 3.8.2(a)(1), unless the Contractor can demonstrate that the inability to access such properties affects the critical path and the Substantial Completion date of the project.

SP-7.1.1.1 Time for Completion

- (a) Contractor shall achieve the access milestones by the access dates set forth in Table SP-7.1.A Access Schedule Requirements, and as included in the Contractor's Proposal;
- (b) Contractor shall achieve Substantial Completion by no later than the date specified in the Contract Documents, including Contractor's Proposal;
- (c) Contractor shall achieve Punch List Completion within 100 days after Substantial Completion; and

(d) Contractor shall achieve Final Acceptance within 180 days after Substantial Completion. Except as otherwise specifically provided in GCDB Chapters 3 and 7, HART shall have no obligation to extend any of the foregoing access milestones and Completion Dates, and Contractor shall not be relieved of its obligation to comply with the Baseline Project Schedule, as appropriate, and shall achieve the access milestones, Substantial Completion, Punch List Completion, and Final Acceptance by the applicable access milestone dates and Completion Dates.

SP-7.1.8 Permits, Licenses

Section 7.1.8 of the GCDB is hereby amended by adding the following subsection 7.1.8(c)(1):

- (1) Permit modifications. Should modification to a HART Obtained Permit be requested by the Contractor to accommodate the Contractor's design or construction methods, the Contractor shall provide HART with draft revisions of the permit applications. HART reserves the right not to request such modifications. HART cannot and does not guarantee that such modifications will be accepted by the permit-issuing jurisdiction nor shall the Contractor have a basis for a claim against HART due to the failure of the permit-issuing jurisdiction to accept the Contractor's requested modifications. The Contractor shall be responsible for assessing the effect of potential delays and costs required to obtain revised permits, and shall be responsible for assuming those costs and delays.

Section 7.1.8, of the GCDB is hereby amended by adding the following subparagraphs 7.1.8(e) and 7.1.8(f):

(e) HART will furnish the permits listed in Table 7.3 HART Obtained Permits, within the time frames noted in the table. The Contractor shall comply with all of the HART obtained permit conditions and requirements. The start of construction is contingent upon obtaining the noted permits; as such the Contractor shall support the HART's efforts to secure all of the HART obtained permits. All permits listed as being obtained by the HART are based on the Prescriptive and Guidance requirements 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, including but not limited to, design information and exhibits, required for the HART Obtained Permits, including renewals. Should the Contractor's design or 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. HART will make a good faith effort to notify the Contractor of such implications to the extent that the Contractor has highlighted and brought to HART's attention all proposed changes to the Prescriptive requirements and variances to the Guidance requirements in accordance with the Contract.

(f) The Contractor shall obtain all other permits and approvals required for design and construction and comply with all associated requirements. The Contractor shall make its own assessment of the need for permits, and shall be responsible for acquiring authorizations and permits during all phases of the Project. Local codes and permit conditions are incorporated by reference herein. The Contractor shall not be entitled to an extension of time or additional cost adjustment resulting from delay in obtaining the permits that the Contractor is responsible for obtaining.

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Table 7.3 HART Obtained Permits

Permit or Agency Submittal	Agency	Permit No.	Date Available	Date Expires
Clean Water Act §404	United States Army Corps of Engineers; Environmental Protection Agency	<u>Halawa Stream:</u> No Permit Required	<u>Halawa Stream:</u> N/A	<u>Halawa Stream:</u> N/A
		<u>Aolele Ditch:</u> Application in progress	<u>Aolele Ditch:</u> Prior to NTP	<u>Aolele Ditch:</u> N/A
		<u>Moanalua Stream:</u> No Permit Required	<u>Moanalua Stream:</u> N/A	<u>Moanalua Stream:</u> N/A
		<u>Kalihi Stream:</u> Application in progress	<u>Kalihi Stream:</u> Prior to NTP	<u>Kalihi Stream:</u> N/A
Clean Water Act §401 Certification	Hawaii Department of Health, Clean Water Branch	<u>Halawa Stream:</u> No Permit Required	<u>Halawa Stream:</u> NA	<u>Halawa Stream:</u> N/A
		<u>Aolele Ditch:</u> Application in progress	<u>Aolele Ditch:</u> Prior to NTP	<u>Aolele Ditch:</u> N/A
		<u>Moanalua Stream:</u> No Permit Required	<u>Moanalua Stream:</u> N/A	<u>Moanalua Stream:</u> N/A
		<u>Kalihi Stream:</u> Application in progress	<u>Kalihi Stream:</u> Prior to NTP	<u>Kalihi Stream:</u> N/A
Stream Channel Alteration:	Department of Land and Natural Resources, Commission on Water Resource Management	<u>Halawa Stream:</u>	<u>Halawa Stream:</u> June 24, 2015	<u>Halawa Stream:</u> June 24/2019
		<u>Aolele Ditch:</u> Application in progress	<u>Aolele Ditch:</u> Prior to NTP	<u>Aolele Ditch:</u> N/A
		<u>Moanalua Stream:</u>	<u>Moanalua Stream:</u> June 29/2011	<u>Moanalua Stream:</u> June 29, 2019

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Table 7.3 HART Obtained Permits

Permit or Agency Submittal	Agency	Permit No.	Date Available	Date Expires
		<u>Kalihi Stream:</u> Application in progress	<u>Kalihi Stream:</u> Prior to NTP	<u>Kalihi Stream:</u> N/A
Section 9 RHA USCG	United States Coast Guard	N/A (Advance Approval: 12/23/2008)	N/A	N/A
Community Noise Permit	Department of Health, Indoor and Radiological Health Branch	O 13-379 (for Utilities and Guideway work only)	5/14/2014	3/30/2019
Community Noise Variance	Department of Health, Indoor and Radiological Health Branch	Guideway and Utility Variance In progress (for Utility and Guideway work only)	Prior to NTP	N/A
Coastal Zone Management	Department of Business, Economic Development and Tourism	P-13755	5/23/2013	N/A
Special Management Area (SMA) Permit	City & County of Honolulu, City Council	Reso 13-208 CD1	9/21/2013	N/A
Shoreline Setback Variance	City & County of Honolulu, Department of Planning and Permitting	No Permit Required for Airport section	No Permit Required for Airport section	No Permit Required for Airport section
Special District Permit	City & County of Honolulu, Department of Planning and Permitting	No Permit Required for Airport section	No Permit Required for Airport section	No Permit Required for Airport section
Municipal Separate Storm Sewer System*	Hawaii Department of	AIR-EE 14.0075	2/13/2014	N/A

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Table 7.3 HART Obtained Permits				
Permit or Agency Submittal	Agency	Permit No.	Date Available	Date Expires
(MS4 permit)	Transportation, Airports Division			
Municipal Separate Storm Sewer System* (MS4 permit)	Hawaii Department of Transportation, Highway Division	Draft application complete; pending additional design clarifications to be provided by the Contractor	In progress	In progress
Municipal Separate Storm Sewer System* (MS4 permit)	United States Navy	7014-1200-0000-9858-6124	2/4/2015	N/A
Municipal Separate Storm Sewer System* (MS4 permit)	City and County of Honolulu, Department of Planning and Permitting	2014/CP-81	10/26/2014	12/31/2019
Interstate Airspace use approval	Federal Highways Administration	FHWA approved CatEx dated February 27, 2012	N/A	N/A
Notice of Proposed Construction or Alteration of Impacts to the Airport and Federal Aviation Administration (FAA) facilities- Form 7460.1 for design**	Federal Aviation Administration	2010-AWP-800,801,802-NRA	5/13/2010	5/13/2013
Endangered Species Act, Section 7	United States Fish & Wildlife	No Permit Required	No Permit Required	No Permit Required
National Historic Preservation Act, Section 106	Advisory Council on Historic Preservation	No Permit Required	No Permit Required	No Permit Required
*Does not include National Pollutant Discharge Elimination System (NPDES), dewatering, or hydrotesting permits, which are to be obtained by the Contractor.				
**Contractor is responsible for filing and obtaining the actual FAA 7460-1 permit for construction.				

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Table 7.3 HART Obtained Permits				
Permit or Agency Submittal	Agency	Permit No.	Date Available	Date Expires

SP-7.2 Interface Management and Coordination

Section 7.2.1(c)(1)(B), of the GCDB is hereby amended by adding the following paragraphs after the last sentence:

Interface Control Manual Requirements.

The Contractor may reference the *Interface Management Plan, Rev. 1.0* for guidance in the preparation of the Interface Control Manual (ICM). The ICM shall include, at a minimum, the following main elements:

- (i) Description of Approach. A description of the Contractor’s general approach to efficiently manage design and construction interface elements with their interfacing partners.
- (ii) Discussion of Interface Definition Meetings. Discussion of the Interface Definition Meetings (IDMs), which shall be conducted on a regular basis between the Contractor and each of their Interfacing Partners for the purpose of requesting, clarifying, confirming, and updating interface data for the design and construction activities of the interface points.
- (iii) Description of Contractor’s use of the Table of Interface Points, RFIDs, and ICDs.
- (iv) Discussion of the use of CMS for documentation. The Contractor shall outline how they will use the HART CMS program for interface coordination applications, interface information distribution and as an archival system for all interface documentation.
- (v) Identification of Interface Personnel. The Contractor shall specifically identify the persons within the Contractor’s organization responsible for engineering and managing the interfaced elements. Also, the Contractor shall define the responsibility of the Contractor (and any relevant subcontractors) and Interfacing Partners’ staff involved in interface management and development.
- (vi) General overview of interfacing partners and responsibilities. An acknowledgement of each of their Interfacing Partners and a general description of the anticipated interactions with these Interfacing Partners including addressing the respective Interface responsibilities of HART, the Contractor, and other Interfacing Partners during design and during construction.

SP-7.3.2 Utilities Relocation, New Connection Services

Section 7.3.2 of the GCDB is hereby amended by deleting subsections (c) and (d) in their entirety and replacing them with the following subsection 7.3.2(c):

(c) **Utilities Relocation.** The Contractor is responsible for performance of the utility work and otherwise assuring that all utilities affected by the Work are properly handled. This subsection describes the allocation of responsibilities relating to utility work, the circumstances under which reductions in the utility work will result in a reduction of amounts payable to the Contractor, and the Contractor's responsibilities relating to relocations. Further provisions regarding the scope of the Contractor's responsibilities relating to relocations are set forth in the Technical Specifications.

(1) General

- (A) The utility work includes all relocation work necessary to accommodate or permit construction of the Contract or is otherwise assigned to the Contractor in the Contract Documents, except for any efforts and costs which the Contract Documents specifically identify as the responsibility of the utility owners or of HART or otherwise specifically excluded from the utility work. By way of clarification, (i) if any component of the utility work (as determined pursuant to the Contract Documents other than the Utility Agreements) is assigned to HART in the Utility Agreements, that component remains Contractor's responsibility hereunder; and (ii) the utility work also includes all obligations assigned to HART's contractor in the Utility Agreements, to the extent that they pertain to the Contract.
- (B) Utility relocations to accommodate or permit construction of the Work may be necessitated by: (i) a physical conflict between the utility and the Work (including their respective construction, operation, maintenance or use), (ii) other adverse impacts on the utility resulting from the construction or operation of the Contract, and/or (iii) an incompatibility between the Work as designed by the Contractor and the utility based on the applicable utility standards, regulatory approvals and/or laws, regulations, and ordinances (even though there is no physical conflict or other adverse impact).
- (C) The Contractor shall comply with all applicable terms, requirements and conditions of the Utility Agreements. The Contractor shall coordinate and cooperate with HART and utility owners to ensure that all relocation work, whether performed or furnished by utility owners or by the Contractor, is completed in a timely fashion in accordance with the Baseline Project Schedule and in order to meet the access dates and Completion Dates.
- (D) The Contract Price includes compensation for all utility work, including, but not limited to the following:
 - (i) All costs incurred by the Contractor for incidental utility work;
 - (ii) Maintaining functionality of existing utility services during each relocation, as required in the applicable Utility Agreements or if not specified therein, then to the extent reasonably possible; and

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- (iii) All of the Contractor's indirect costs associated with relocations.
- (2) Responsibility for Identification of Utility Facilities; Inaccuracies in Utility Information
 - (A) The Contractor acknowledges that prior to the Proposal Date, the Contractor had the opportunity to analyze the utility information, to contact and make inquiries of utility owners, and to perform such additional investigations as it deems appropriate to verify and supplement such information, and that such investigations constituted the basis for establishing its Proposal Price. As part of the Work, the Contractor is responsible for performing all additional investigative work necessary to identify the exact location, size, type and any other relevant characteristics of each utility (including completed relocations by others).
 - (B) If any utility requiring relocation is not indicated in the Utility Information provided by HART (i.e., is "unidentified"), or is not identified with "reasonable accuracy" therein (i.e., is "misidentified"), then the Contractor shall notify HART immediately.
 - (C) The Contractor shall be fully liable for costs associated with unidentified and misidentified utilities and shall not receive any corresponding increase in the Contract Price to the extent that:
 - (i) A surface inspection of the area prior to the Proposal Date would have shown (a) the existence of the utility with "reasonable accuracy", or (b) the likelihood of the existence of the utility with reasonable accuracy by reason of the existence of above-ground facilities, such as buildings, meters, junction boxes or identifying markers;
 - (ii) The exercise of reasonable care, including the investigations described in SP-7.3.2(c)(3)(A), would have indicated the existence of the utility with reasonable accuracy; or
 - (iii) Increased costs could have been avoided by timely identifying the actual location and size of the facility and addressing the actual field conditions in the Definitive Design for the Work in question.
- (3) Material Change in Utility Agreement(s)
 - (A) Within 15 days after HART delivers a draft or executed Utility Agreement (or amendment to a Utility Agreement) to the Contractor, the Contractor shall notify HART in writing of any perceived materially differing terms from the applicable existing Utility Agreement or other terms of the Contract Documents that the Contractor believes would constitute a change warranting an increase in the Contract Price or extension of the Contract Time. The Contractor shall thereafter consult with HART to discuss potential methods for minimizing the impacts thereof.

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(B) Notwithstanding any provision of the Contract Documents to the contrary, the Contractor's failure to provide any of the foregoing notices shall constitute a waiver of such claim by the Contractor.

(4) Betterments

(A) Requirements.

Unless otherwise agreed by the affected utility owner, replacements for any existing utilities shall be designed and constructed to provide service at least equal to that offered by the existing facilities being replaced and shall comply with the latest utility standards. Any Betterments included in the original scope of the Work as described in the Contract Documents are included in the Contract Price and shall not be grounds for any increase in the Contract Price or any extension of the Contract Time (whether or not they are identified as Betterments in the applicable Contract Documents). Upon the utility owner's request and HART's approval (which may be withheld in HART's sole discretion), other Betterments may be added to the Work which are compatible with the Work.

(5) Avoiding Relocations and Minimizing HART Costs

Without limiting any other obligations of the Contractor pursuant to SP-7.3.2:

(A) The Contractor shall use its best efforts to minimize costs to utility owners that will be subject to reimbursement by HART (to the extent the Contractor has been advised of HART's reimbursement obligation, whether by receipt of draft or final Utility Agreements providing for same, or by other notice from HART).

(B) The Contractor shall consider the location of utilities and the potential impact of relocations in finalizing the design of the Work, with the goal of minimizing relocations to the extent practical and allowable pursuant to the Contract Documents.

(C) Without limiting the generality of the foregoing, if HART makes any payments to utility owners for temporary relocations which were not necessary for the Work, but rather undertaken merely for the Contractor's convenience (whether or not the Utility Information references such relocations), the Contractor shall reimburse HART in full for such payments.

(6) Change in Work Responsibility; Utility Owner Projects

(A) If a utility owner requests that the Contractor perform work on any relocation for which the performance of such work was initially assigned to the utility owner, the Contractor shall proceed with such work only upon issuance of the prior written concurrence from HART.

(B) If requested by a utility owner, the Contractor may design and/or construct any utility owner work provided, however, that unless otherwise directed by HART, the Contractor shall perform any such work pursuant to a direct contract between the Contractor and the utility owner, outside of this Contract, and without any right to a Change Order or impact on any access milestone date or Completion Date or on the Contract Price.

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(C) The Contractor shall not proceed with any utility owner work that is incompatible with the Contract or cannot be performed within the constraints of the applicable laws, regulations, and ordinances, the regulatory approvals, and the Contract Documents, including the access milestone dates and Completion Dates, in each case as determined by HART in its sole discretion. The Contractor shall provide HART with such information, analyses, and certificates as HART may request in order to determine compliance.

SP-7.5.2 Key Personnel and Project Organization

Section 7.5.2 of the GCDB is hereby amended by adding the following subsections 7.5.2(f) and 7.5.2(g):

(f) If any individual previously identified as the person filling one of the key personnel roles identified in this subsection is not available for the Work or fails to maintain active involvement in the prosecution and performance of the Work as deemed appropriate by HART, the Contractor acknowledges that HART, the Work, and the Project will suffer significant and substantial losses that would accrue to HART. If, in HART's sole discretion and determination, any such key person is not available or not actively involved in the prosecution and performance of the Work, the Contractor agrees to tender payment to HART in accordance with the amounts listed below for each position as compensation to HART for such losses:

<u>Position</u>	<u>Liquidated Damage Amount</u>
Project Manager	\$250,000.00
Construction Manager	\$100,000.00
Design Manager	\$100,000.00
Quality Assurance Manager	\$100,000.00

The Contractor understands and agrees that any damages payable in accordance with this subsection are in the nature of liquidated damages and not a penalty, and that such amounts are fair and reasonable under the circumstances existing as of the Effective Date. HART shall have the right to deduct any amount owed by the Contractor to HART hereunder from any amounts owed by HART to the Contractor, or to collect from any bond or Guaranty furnished under this Contract for such liquidated damages. Notwithstanding the foregoing, the Contractor shall not be liable for liquidated damages under this subsection if: (1) Contractor removes or replaces such person at the direction of HART; or (2) such individual is unavailable due to death, retirement, injury, illness, or no longer being employed by the Contractor or a Subcontractor (provided that moving to an affiliated company shall not be considered grounds for avoiding liquidated damages); provided, however, in each case, the Contractor shall promptly propose to HART a replacement for such person, which individual shall be subject to HART's review and approval. Following any HART-approved substitution or replacement of a key person pursuant to the

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terms hereof, the new individual shall be considered a key person for all purposes under this Contract, including the provisions of this subsection relative to liquidated damages.

(g) HART reserves the right to require the resume of any Contractor's Responsible Engineer, who is assigned to sign and seal design or construction documents, or study reports, or other certifications, requiring the charge of a licensed Professional Engineer in the State of Hawaii.

SP-7.6.1 Design and Construction Progress Documentation, General

Section 7.6.1(b)(7) of the GCDB is hereby deleted in its entirety and shall be replaced with the following:

SP-7.6.1(b)(7) Activity Codes

- (7) The Contractor shall incorporate the following Global Code Fields into the BPS. HART will provide a template with the Code Values for each Code Field in electronic format for import into the Contractor's BPS. The Contractor may add additional Code Fields/Code Values. Once established, Activity Code Fields and Values may not be changed without prior written approval from HART.
 - (A) "04 - GCS Work Phase - Construction: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (B) "10 - GCS Work Area: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (C) "20 - GCS Work Item: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (D) "30 - GCS Work Location: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (E) "40 - GCS Work Responsibility: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (F) "50 - GCS Work Milestone: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (G) "60 - GCS Work Type: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (H) "80 - GCS Standard Classification Codes: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (I) "90 - HRTP 20 Mile Alignment: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"
 - (J) "99 - GCS Monthly Report: All activities shall be assigned a value from the electronic template provided by HART for this Code Field"

SP-7.10.1 Safety and Security Compliance, General

Section 7.10.1 of the GCDB is hereby amended by adding the following Section 7.10.1(f):

(f) The Contractor is alerted to the fact that construction activities between approximate Guideway Stations 1120+00 and 1123+00 will be in close proximity to an operating AM radio antenna. Radio antennae emit non-ionizing electromagnetic radiation which may impact personnel safety and construction equipment operation. The Contractor shall take all measures necessary to comply with regulations, applicable safety requirements, and other safety precautions.

- (1) Prior to working within 100 feet of the operating AM radio antenna, the Contractor shall contact the radio station operator at Broadcast Resources Company to coordinate and obtain limited reductions in broadcast power and, if necessary, service outages. Contact information is: Ernie Nearman, Broadcast Resources Company, (808) 306-2851.
- (2) No additional compensation will be provided for additional safety measures or coordination efforts required to safely work adjacent to the radio antenna.

SP-7.11.1 Quality Assurance, General

Section 7.11.1 of the GCDB is hereby amended by adding the following Section 7.11.1(c):

(c) HDOT Quality Assurance Manual for Materials:

The procedures and guidelines in the HDOT Quality Assurance Manual for Materials are provided to verify and document the quality of materials. The quality control (QC) testing requirements (including frequency of each required test) contained in the HDOT Quality Assurance Manual for Materials shall be performed and recorded by the Contractor.

SP-7.15.1 Construction Facilities

Section 7.15.1 of the GCDB is hereby amended by adding the following subsections 7.15.1(r) through 7.15.1(v):

(r) The main field office, including all equipment and services specified for use by HART's field staff shall be provided no later than 15 days prior to the start of construction. The field office provided for HART's use shall be adjacent to the Contractor's field office. HART's field offices for this AGS DB Contract shall be a minimum of 2,100 square feet. The office space location and layout shall be approved by HART and shall include:

- (1) A combination of six (6) cubicles and five (5) enclosed office spaces.
- (2) Enclosed offices shall have a lockable door.
- (3) Open office space provided for plan layouts.
- (4) An administrative work station.
- (5) Window area equal to ten percent (10%) of the area of the floor space.
- (6) Separate restrooms for male and female.
- (7) Conference room large enough for 10 people.

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(8) Break room separate from offices, cubicles and conference room.

(s) The field office shall be on a well-graded site with access road and parking area. The parking area shall be reasonably level. The parking area, including visitor parking, shall have an all-weather surface. The field offices shall be equipped with either a 24-hour monitored security service or silent watchmen-type security system. The Contractor shall install sufficient exterior security lighting that is automatically activated at low light levels to maintain two foot candles of lighting in the office site area, including parking. Provide ten (10) dedicated parking spaces for HART's exclusive use.

(t) HART's field offices shall be equipped as follows (dimensions are approximate):

- (1) Private Offices: Equip each office with one 66" x 30" desk with lockable filing drawers, including a 42" x 24" L-extension with lockable drawers; one padded, adjustable swivel chair with armrests; two guest chairs; one lockable four-drawer legal filing cabinet; two four-shelf 34" w x 58" h bookcases; one 4' x 5' white board; one wastebasket; and one recycling wastebasket.
- (2) Cubicles: Equip each cubicle with a 66" x 30" desk with lockable filing drawers, including a 42" x 24" L-extension with lockable drawers; a padded, adjustable swivel chair with armrests; a 4-shelf 34" w x 58" h bookcase; wastebaskets and recycling baskets.
- (3) Open office space: Provide one 34" x 72" work table; one 10- to 12-drawer plan table; one 4' x 5' white board; and a wastebasket and recycling basket.
- (4) Administrative workstation: Provide one 66" x 30" desk with lockable filing drawers, including a 42" x 24" L-extension with lockable drawers; one padded, adjustable swivel chair; one guest chair; one 24" x 48" work table; four 5-drawer, minimum 28" wide, commercial grade vertical locking file cabinets keyed alike; one 42" w x 72" h two-door lockable supply cabinet; one wastebasket; and one recycling wastebasket.
- (5) Conference room: Provide one 48" x 120" conference table; 10 padded, adjustable swivel chairs with armrests; one 4' x 5' white board; and a wastebasket and recycling basket.
- (6) Breakroom: Provide one full-size refrigerator; a kitchen sink; sufficient counter space for a microwave, coffee pot, and minimal food prep; and cabinet storage space.
- (7) Provide ten (10) door keys for the office entry door.

(u) Computer Hardware and Software. For all Contractor-provided equipment, provide same day onsite warranty service and loaner equipment as necessary to maintain functionality through Final Acceptance of the Work and for an additional thirty (30) days, unless directed otherwise by HART. Provide internet service and access to HART Project network via a direct network connection from HDT (Hawaii Dialogix Telecom) or VPN appliance. Minimum speed must be 20Mb synchronous.

- (1) Provide modem, router, firewall, and switches to enable all workstations printers, and copiers to be networked on a 10/100/1000 Mbps LAN with WAN access. All network connections shall be terminated at all connections. The LAN shall also be extended via a wireless 802.11 b/g/n network accessible from all locations within the office space.

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- (2) Provide one color copier/printer/scanner and two local administrative desktops: One desktop for administrative use and one desktop to store scanned documents via the copy machine.
- (3) At a minimum, computer hardware/software and equipment must meet the following specifications:
 - (A) Desktop computer hardware and software requirements for administrative use must meet the following specifications:
 - (i) Intel Core i7-4770 (3.4 Ghz), Intel Xeon E5-2620 V3 (2.4 Ghz), or greater. Computers shall be capable of running the most current version of Microsoft Windows. Performance shall be equal or greater than that of computers issued to Contractor personnel;
 - (ii) 8 GB RAM;
 - (iii) 1 TB 7200 rpm SATA Hard Drive;
 - (iv) 16X DVD +/-RW drive and 16X DVD reader drive with recording software (example: Roxio Creator);
 - (v) USB Optical Mouse;
 - (vi) USB Keyboard;
 - (vii) Speakers;
 - (viii) Two 24-inch Widescreen Flat Panel Monitor per computer;
 - (ix) HART-specified Operating System;
 - (x) Microsoft Office Professional (current version);
 - (xi) Adobe Acrobat Professional (current version);
 - (xii) Anti-virus protection (Symantec Endpoint Protection current version or equal) with a paid up contract for providing periodic updates of the virus protection software and virus definitions through final acceptance of the Work and for an additional 30 days, unless directed otherwise by HART;
 - (xiii) Onsite Setup Services; and
 - (xiv) Surge Protector. Graphics card (Nvidia Quadro K2200 or similar) that provides (equivalent) dual ports for monitors (DVI, HDMI Display Port).
 - (B) For Color Copier/Printer/Scanner;
 - (i) 55 Pages per minute color copying;
 - (ii) 11x17 scanning and printing;
 - (iii) Fax;
 - (iv) Duplexing and stapling;
 - (v) Three paper trays each with minimum 500-sheet capacity (at least one must support 11x17);
 - (vi) 100 Base-tx (Rj45) network interface;
 - (vii) Sending methods – E-mail and file server (individual and shared); and
 - (viii) Scan to PDF – including OCR (Optical Character Recognition) Full Text Searchable Document Conversion to PDF.

(v) The Contractor shall also supply work space for HART inspectors to the equivalent of two office desks in each of their satellite offices should the Contractor elect to set up secondary field offices for station work under this contract, in addition to the main field office that the Contractor establishes for work on the AGS.

SP-7.15.3 Staging and/or Storage Areas

Section 7.15 of the GCDB is hereby amended by adding the following Section 7.15.3:

7.15.3 Staging and/or Storage Areas

(a) The Contractor will be responsible for determining staging area requirements for the Contract. The Contractor shall make all necessary agreements with property owners for staging areas and will be responsible for acquiring any permits necessary for that use. Several staging areas on HART-owned properties in the vicinity of Waiwai Loop and Lagoon Drive may be utilized by the Contractor, including TMK:1-1-016-014, TMK: 1-1-016-015, TMK: 1-1-016-005, and TMK:1-1-016-006. These properties will be provided according to the dates shown in Attachment SP-7.1.A. The Contractor shall notify HART of any use of public or private properties used for staging areas for the Contract.

(b) The Contractor shall clearly indicate the staging area for the Project by providing appropriate signage for visitors and deliveries, including one sign at each access location.

SP-7.16.1 Maintenance of Traffic, Traffic Control

Subsection 7.16.1(a)(4) of the GCDB shall be deleted in its entirety and replaced with the following subsection 7.16.1(a)(4):

- (4) Shall maintain acceptable traffic levels of service (same or close to current corridor traffic conditions). Major lane closures that are expected to result in significant traffic impacts despite the implementation of Transportation Management Plans shall require formal review by HART's Officer-in-Charge (OIC) prior to implementation. A "significant traffic impact" is defined as: (a) 30 minutes above normal recurring traffic delay on the corridor; (b) exceeding the delay threshold set by the OIC; or (c) degrading operation levels of service below current traffic conditions.

SP-7.16.1 Traffic Control

Subsection 7.16.1(b)(6) of the GCDB shall be amended by adding the following after its last sentence:

Project-specific lane closure requirements are included in the Attachments SP-7.16.A.

SP-7.24.12 Neighborhood Design Workshop

Section 7.24 of the GCDB is hereby amended by adding a new Section 7.24.12 as follows:

SP-7.24.12 Neighborhood Design Workshop

(a) The Contractor shall assist HART in conducting a neighborhood design workshop in compliance with Stipulation IV.B of the Programmatic Agreement. The Contractor shall prepare the necessary site and station area design and architectural exhibits for presentation of the Contractor's station design for each of the four Airport Stations. The exhibits shall include visual aids of sufficient scale and presentation quality material suitable for public meetings, and shall be coordinated with HART regarding required views and perspectives, and other standards related to format, logos and other graphic requirements.

(b) Prior to submittal of Final Design, Contractor shall publicly advertise and host informational meetings to inform project stakeholders and the neighboring community of proposed semi-

permanent and permanent modifications affecting turning movements and ease of access. Number of public meetings shall not be less than one per mile of roadway improvements. Contractor shall solicit, compile, and submit to HART all public comments. If Contractor proposes additional modifications to turning movements or access subsequent to initial informational meetings, Contractor shall publicly advertise and host additional informational meetings with the affected community.

SP-7.35 Spare Parts

Section 7.35 of the GCDB is hereby amended by adding the following subsection 7.35(h):

(h) Provisioning of spare parts and equipment is a process of determining the range and quantity of items (e.g., spares and repair parts, special tools, test and support equipment, and expendables and consumables) required to support and maintain the guideway and stations. This provisioning includes the identification of items of supply, the establishment of data for catalog, technical manual, and allowance list preparation, and the preparation of instructions to assure delivery of necessary support items with related end articles.

“Spare Parts” and “Spare Equipment” are those items that are rotated in to allow worn and failed equipment to be removed and repaired or rebuilt. “Expendables” and “Consumables” are those items that are used or consumed in service and are not repaired, but are replaced with new items.

The Contractor shall plan, procure, and provide required stocking levels for an inventory of spare parts and equipment, expendables, and consumables to meet all of the Specifications and Technical Provisions. In addition, the Contractor shall provide a list(s) of spare parts and equipment over and above those called for in the Specifications to maintain and operate the guideway and stations for a 5-year period meeting all operating, service availability, and maintenance requirements of the Technical Provisions. This list(s) shall be based on consultation with, and the recommendations of, the Contractor’s suppliers. This list(s) shall include, at a minimum, the supplier names and addresses, catalog numbers, lead time to procure, unit costs and number required. The Contractor shall submit these lists to HART for review and shall procure any and all additional spare parts and equipment as directed by HART. Any spare parts and equipment not required by the Specifications or Technical Provisions shall be compensated for under PI1006G Allowance for Spare Parts and Equipment (refer to Section G of Exhibit 16 of the ITPLO).

The Contractor will provide these items and information to the Core Systems Contractor for inclusion in the inventory, use in operations and maintenance activities, and inclusion in the MMIS.

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SP-8.1 Reserved

SP-8.2 Protections of Adjacent Guideway and Core Systems Work Elements

(a) The Contractor is advised that other contractors will be performing work prior to, concurrently with, and after the Contractor work on the stations. During periods of testing, the Contractor shall maintain a clear path on at least one track line to allow trains to pass through any of the stations unimpeded. Special care shall be taken to protect other contractors' work-in-place to eliminate the potential for damage.

- (1) Track Installation. The Contractor shall not use the tracks to carry or transport materials or equipment for its construction. The Contractor shall be responsible to repair or replace any damage done by its work to track, third rail, duct banks and conduit pathways and conduits, and appurtenances installed by others.
- (2) Baseline As-Builts. A baseline that will be utilized by HART to determine whether the damage resulted from the Contractor's work is the As-Built documentation provided by the WOFH guideway contractor for the guideway segment at, and adjacent to, the station construction work area.
- (3) Quantification of Damage. The Contractor shall be responsible for repair and replacement of any damage to track, contact rail, and deck appurtenances to the extent that they have to be corrected in order to comply with specifications applied to the initial new construction by other contractors.
- (4) Safety. If train testing and commissioning commences during the course of the Contractor's work schedule, Contractor personnel working adjacent to track shall be safety-certified in accordance with 49FRA214.

SP-8.3 HART-Provided Right-of-Way

(a) HART will provide the Contractor with access to HART-Provided Right-of-Way in order to allow Work to be performed in accordance with the Baseline Project Schedule. The anticipated Availability Dates of HART-Provided Right-of-Way are provided in Attachment SP-8.3A, Availability of Right-of-Way.

(b) HART will provide the Contractor with access to HART-Provided Temporary Construction Easements (TCEs) in order to facilitate Work to be performed. The Availability Dates and Availability Durations of HART-Provided TCEs are provided in Attachment SP-8.3B, Temporary Construction Easements. The Contractor shall limit work within HART-Provided Temporary Construction Easements (TCE) to contiguous Availability Durations starting with the Contractor's Access Date for each TCE. Should the Contractor need the TCE for additional time, it shall be the responsibility of the Contractor to notify HART and negotiate with the property owner and tenant. Contractor's Access Dates shall be as determined by Contractor unless otherwise specified in the Contract. The Contractor shall notify HART in writing of each Contractor's Access Date within a minimum of 60 days and a maximum of 90 days prior to the Access Date. Work for utility Service Lines dedicated to the underlying property owner shall be identified to HART and not limited by Availability Durations. If Contractor will not work within a TCE for more than seven (7) days, Contractor shall provide temporary site restoration for use to the underlying property owner. HART shall have no obligation to acquire temporary interest in

property other than those interests identified as HART-Provided Right-of-Way. Contractor shall be responsible for obtaining, at its sole cost, all other temporary interests in real property to support the Work.

SP-8.4 Precast Yard

(a) Potential Precast Yard Site. A potential site for temporary operation of a casting yard in Campbell Industrial Park has been identified and negotiated by HART for use by the Contractor by licensed agreement, with availability for occupancy 'as-is' by the Contractor upon NTP.

(b) Sites at Other Locations. The Contractor may elect to procure a different site from the site described in (a) above, or additional site(s), for precast manufacture and storage. In such instance, the Contractor shall be responsible for all costs and all actions associated with procuring such site(s).