

## **SPECIAL PROVISIONS**

### **FOR**

#### **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ON-CALL CONSTRUCTION CONTRACTOR CONTRACT “III” CT-HRT-1600260**

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:

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

SECTION SP 1 – RESERVED.

SECTION SP 2 – RESERVED.

SECTION SP 3 – GCCC Section 3.2(a) shall be 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(a) shall be 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 GCCC Section 3.9.

SECTION SP 4.2 – GCCC Section 4.2, Insurance Requirements. Given the nature of the work to

be performed by the Contractor under this contract, the Contractor will be considered an Excluded Party as defined in GCCC Section 4.2(b)(1) and will not be covered by insurance purchased by HART through OCIP.

SECTION SP 5 – GCCC Section 5.1(h) shall be deleted in its entirety and replaced with the following:

(h) 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.

SECTION SP 6 – RESERVED.

SECTION SP 7.4 – GCCC Section 7.4 (Escrowed Proposal Documents) shall be deleted in its entirety.

SECTION SP 7.5 – GCCC Section 7.5.2 (Key Personnel and Project Organization) shall be deleted in its entirety.

SECTION SP 7.6 – GCCC Section 7.6 (Construction Progress Documentation) shall be deleted in its entirety.

SECTION SP 7.7 – GCCC Section 7.7 (Photographic Documentation) shall be deleted in its entirety.

SECTION SP 7.8 – GCCC Section 7.8 (Submittal Procedures) shall be deleted in its entirety.

SECTION SP 7.11 – GCCC Sections 7.11.2 (Contractor's Quality Assurance Plan (QAP) Requirements) and 7.11.3 (Construction Quality Management) shall be deleted in their entirety.

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

SECTION SP 7.15 – GCCC Sections 7.15.1 (b) through 7.15.1 (q) shall be deleted in their entirety.

SECTION SP 7.20 – GCCC Sections 7.20.2 (Contractor’s Duties) and 7.20.3 (Inventory and Eradication of Noxious Weeds) shall be deleted in their entirety.

SECTION SP 7.24 – GCCC Section 7.24 (Public Awareness and Community Relations) shall be 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 Section 7.25 (Project Identification) shall be 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 – The GCCC is amended by adding a new section as follows:

SP-8.1 Annual Reporting Requirements

(1) Fiscal Year Annual Reports. Within ten (10) calendar days after the end of HART’s fiscal year, the Contractor shall provide HART a summary report of the amount invoiced to HART by the Contractor and the amount paid to

the Contractor by HART. The report shall cover a period commencing July 1 (or the first notice to proceed date for new contracts) and ending June 30 (or the contract close-out date for contracts that end prior to June 30). The report shall also include a summary by each first tier subcontractors of amounts invoiced by the subcontractor and the amounts paid to the subcontractor by the contractor during the period described above. The report shall be provided in hardcopy (or pdf) and in MS Excel.

- (2) Contents of the Reports. The report shall include the following:
- (A) The name of the Contractor and the name(s) of the respective subcontractors;
  - (B) The type of services provided by the Contractor and the respective subcontractors;
  - (C) A detailed description and justification for the work done by the general contractor and the respective subcontractors; and
  - (D) The amount invoiced by and paid to the Contractor and the amount invoiced and amount paid to the respective subcontractor for the described work.

(3) Sample Report Format. The following is a sample report format which the Contractor may elect to use to comply with the above reporting requirements:

Honolulu Authority for Rapid Transportation  
**20\_\_ Fiscal Year Annual Invoicing and Payment Report**

Classification	Name	Type of Services	Detailed Description of Work	Justification for Work	Amount Invoiced	Amount Paid
Contractor	XXXX	Construction	Remove and relocate fifteen (15) trees from ABC Road	The trees needed to be relocated to allow the guideway contractor to drill shafts.	850,000	800,000
Subcontractor	XXXX	Construction	Landscaping maintenance along XYZ Street	The landscaping in the median required routine maintenance to ensure public safety.	250,000	225,000

## APPENDICES

Special Provisions and any exhibits or required submittals thereto:

- Appendix A – Federal Requirements
  - Required Federal Clauses
  - Attachment 1.6a) – DBE Participation Report
  - Attachment 1.6b) – Final Report of DBE Participation and Instructions for Completion of the Final Report of DBE Participation
- Appendix B-1 Task Order Procedures
- Appendix B-2 Task Order Form