

## **SPECIAL PROVISIONS**

Unless otherwise specified herein, the cost of performing work for these Special Provisions, which supplement, amend and/or supersede certain portions of the General Provisions, shall be considered incidental and included in the prices bid for the various items of work, and shall not be considered a cause for delay in the contract completion period.

### **SECTION SP 1 – DEFINITIONS**

Article 1 of the “GENERAL PROVISIONS FOR CONSTRUCTION CONTRACTS, 2008 EDITION, HAWAII COMMUNITY DEVELOPMENT AUTHORITY,” hereinafter referred to as “General Provisions,” is amended by adding the following definitions:

- 1.76 PROJECT – Kalaeloa Community Development District, Kalaeloa Energy Corridor, Oahu, Hawaii,
- 1.77 CONSTRUCTION MANAGER – Any employee of the Hawaii Community Development Authority (“HCDA”), or individual, partnership, firm, corporation, joint venture or other legal entity under contract to HCDA acting as the authorized field representative of the Engineer with the scope of the duties as assigned and delegated to him as such representative.
- 1.78 TRAFFIC ENGINEER – For streets within the City and County of Honolulu, except State highways, the Director of the Department of Transportation Services, City and County of Honolulu, or his authorized representative. For State highways, the Director of the Transportation, State of Hawaii, or his authorized representative.

### **SECTION SP 2 – STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**

The “STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1986, DEPARTMENTS OF PUBLIC WORKS, COUNTY OF KAUAI, CITY AND COUNTY OF HONOLULU, COUNTY OF MAUI, COUNTY OF HAWAI OF THE STATE OF HAWAII,” hereinafter referred to as “City Standard Specifications,” is incorporated herein by reference and made a part of the Contract Documents. Copies of the City Standard Specifications may be purchased from the City and County of Honolulu (“City”) bookstore.

The work embraced herein shall be done in accordance with the City Standard Specifications and its subsequent amendments and additions, insofar as they may apply, and in accordance with the Contract Documents.

### **SECTION SP 3 – STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION**

The “STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, SEPTEMBER 1984, DEPARTMENTS OF PUBLIC WORKS, COUNTY OF KAUAI, CITY AND COUNTY OF HONOLULU, COUNTY OF MAUI, COUNTY OF HAWAI OF THE STATE OF HAWAII,” hereinafter referred to as “City Standard Details,” is incorporated herein by reference and made a part of the Contract Documents. Copies of the City Standard Specifications may be purchased from the City bookstore.

The work embraced herein shall be done in accordance with the City Standard Details and its subsequent amendments and additions, insofar as they may apply, and in accordance with these Contract Documents.

#### **SECTION SP 4 – STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

The “HAWAII STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2005, STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION,” hereinafter referred to as “Hawaii DOT Standard Specifications,” is incorporated herein by reference and made a part of the Contract Documents. Copies of the Hawaii DOT Standard Specifications may be purchased from the State of Hawaii, Department of Transportation (“DOT”), 869 Punchbowl Street, Fiscal Office (Room 201), Honolulu, Hawaii 96813.

The work embraced herein shall be done in accordance with the Hawaii DOT Standard Specifications and its subsequent amendments and additions, insofar as they may apply, and in accordance with the Contract Documents.

#### **SECTION SP 5 – STANDARD PLANS**

The “STANDARD PLANS, 2008, STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION,” hereinafter referred to as “Hawaii DOT Standard Plans,” is incorporated herein by reference and made a part of the Contract Documents. Copies of the Hawaii DOT Standard Plans may be purchased from the DOT, 869 Punchbowl Street, Fiscal Office (Room 201), Honolulu, Hawaii 96813.

The work embraced herein shall be done in accordance with the Hawaii DOT Standard Plans and its subsequent amendments and additions, insofar as they may apply, and in accordance with these Contract Documents.

#### **SECTION SP 6 – AWARD OF CONTRACT**

This section shall supplement Section 3.4 – AWARD OF CONTRACT of the General Provisions.

1. The award of the contract shall be made to the lowest responsible and responsive Bidder within one hundred eighty (180) consecutive calendar days from the bid opening date.
2. It is understood and agreed that the award of contract is conditioned upon funds being made available for the Project and further, upon the right of HCDA to hold all bids received for a period of one hundred eighty (180) consecutive calendar days from the bid opening date during which time no bid may be withdrawn.

#### **SECTION SP 7 – NOTICE TO PROCEED AND TIME OF COMPLETION**

The Notice to Proceed (NTP) shall establish the date upon which the Contractor shall be authorized to commence work on the Project, hereinafter referred to as the “Work Commencement Date.” The NTP shall be issued within three hundred sixty-five (365) consecutive calendar days from the award of contract date unless otherwise agreed between HCDA and the Contractor, and upon the right of HCDA to hold all bids received for a period of

three hundred sixty-five (365) consecutive calendar days from the date of the award of contract during which time no bid may be withdrawn.

The contract time for completion of the Project shall be five hundred forty (540) consecutive calendar days from the Work Commencement Date.

### **SECTION SP 8 – CONTRACTOR’S LICENSING LAWS**

Attention is directed to the provisions of Chapter 444, HRS, concerning the licensing of contractors.

All bidders for this Project shall be licensed “A” General Engineering contractors, and all subcontractors for this Project shall be licensed specialty contractors, in accordance with the laws of the State of Hawaii. Any contractor or subcontractor not so licensed shall be subject to the penalties imposed by such laws.

In addition, “A” General Engineering Contractors and “B” General Building Contractors are reminded that due to the Hawaii Supreme Court’s January 28, 2002 decision in Okada Trucking Co., Ltd. v. Board of Water Supply, et. al., 97 Haw. 450 (2002), they are prohibited from undertaking any work, solely as or part of a larger project that would require the general contractor to act as a specialty contractor in any area in which the general contractor has no license. Although the “A” and “B” contractor may still bid on and act as the “prime” contractor on an “A” or “B” project (*See HRS § 444-7 for the definitions of an “A” and “B” project.*), respectively, the “A” and “B” contractor may only perform work in the areas in which they have the appropriate contractor’s license (*An “A” or “B” contractor obtains “C” specialty contractor’s licenses either on its own, or automatically under HAR § 16-77-32.*). The remaining work must be performed by appropriately licensed entities. It is the sole responsibility of the contractor to review the requirements of the Project and determine the appropriate licenses that are required to complete the Project.

### **SECTION SP 9 – SCOPE OF WORK**

1. The Contractor shall responsible to perform the work in accordance with the Contract Documents, inclusive of all standards and specifications of applicable Federal, State and/or City and County of Honolulu agencies and the public utility companies.
2. The following section shall supplement Section 4.2 – CHANGES of the General Provisions.

The HCDA reserves the right to delete any portion of the work or additive alternate in the Proposal after the bid opening and selection of the successful Bidder or after the award of contract or during the construction of the Project. No payment shall be made for the deleted work unless payment is due in accordance with Section 4.6 – PAYMENT FOR DELETED MATERIAL of the General Provisions.

### **SECTION SP 10 – ALLOWANCES FOR OVERHEAD AND PROFIT**

Subsections 4.5.1.1, 4.5.1.2 and 4.5.1.3 of Section 4.5 – ALLOWANCES FOR OVERHEAD AND PROFIT are superseded by the following:

- 4.5.1.1 For the Contractor, for any work performed by its own forces, twenty percent (20%) of the direct cost;

- 4.5.1.2 For each Subcontractor involved, for any work performed by its own forces, twenty percent (20%) of the direct cost;
- 4.5.1.3 For the Contractor or any Subcontractor, for work done by their Subcontractors, ten percent (10%) of the amount due the performing Subcontractor.

### **SECTION SP 11 – CONTRACTOR’S SUPERINTENDENT**

This section shall supplement Subsection 5.8.2 – SUPERINTENDENT of the General Provisions.

1. The Superintendent shall attend meetings with the general public and/or the Engineer to discuss matters relating to the Work. If required by the Engineer, the Superintendent shall prepare information pamphlets or schedules for distribution at the meetings.
2. The Superintendent shall immediately respond to all complaints relating to his construction activities. The Superintendent shall make all reasonable efforts to immediately resolve or mitigate the cause of the complaints.
3. If the Superintendent has not satisfactorily responded or made reasonable efforts to resolve or mitigate the cause of the complaint, the Engineer, at his option, may so resolve or mitigate the cause at the expense of the Contractor. Any action by the Engineer shall in no way relieve the Contractor from his liability for loss or damages due to his construction activities or performance of the Work, nor shall it be grounds for requesting an extension of time or damages for delay.
4. The Contractor shall provide the Engineer with a list of 24-hour emergency contact persons and their phone numbers. This list shall include the Superintendent and at least two other authorized representatives of the Contractor.

### **SECTION SP 12 – PERMITS AND LICENSES**

This section shall supplement Section 7.4 – PERMITS AND LICENSES of the General Provisions.

Unless otherwise directed by the HCDA, the Contractor shall obtain all permits and licenses, pay all charges, fees and taxes, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. Permits may include, but are not limited to, the following:

1. Building permit.
2. Community Noise permit.
3. Grading permit.
4. Dumping charges.
5. Electrical permit.

6. Trenching permit.
7. State DOT Form 4-222 (For work on a State highway).
8. Street Usage Permit (For work on a City roadway).

### **SECTION SP 13 – NORMAL WORKING HOURS**

This section shall supplement Section 7.5 – NORMAL WORKING HOURS of the General Provisions.

1. Normal working hours within streets and/or public rights-of-way under the jurisdiction of the DOT shall be from 8:30 a.m. to 3:00 p.m., Monday through Friday, unless otherwise stated in writing by the DOT Traffic Engineer with the concurrence of the HCDA.
2. Normal working hours within streets and/or public rights-of-way under the jurisdiction of the City shall be from 8:30 a.m. to 3:30 p.m., Monday through Friday, unless otherwise stated in writing by the City Traffic Engineer with the concurrence of the HCDA.
3. No work shall be done on Saturdays, Sundays, State Holidays and/or during time periods other than, or in excess of the normal working hours, without the written consent of the appropriate Traffic Engineer and/or the HCDA. If the Contractor desires to work during such times, it shall request the Traffic Engineer's and/or the HCDA's approval five (5) consecutive working days prior to the start date of the proposed work times.
4. Should permission be granted to work at such times, the Contractor shall pay for all inspection and administrative costs thereof, which are incurred by the DOT or the City in accordance with applicable requirements, and by the HCDA, in accordance with Section 7.11 – OVERTIME AND NIGHT PAYMENT FOR STATE INSPECTION SERVICE of the General Provisions.

### **SECTION SP 14 – PROTECTION OF PERSONS AND PROPERTY**

This section shall supplement Section 7.17 – PROTECTION OF PERSONS AND PROPERTY of the General Provisions.

1. The Contractor shall obtain a written right-of-entry allowing work within properties if requested by said property owners or HCDA.
2. Prior to working in streets and/or public rights-of-way, the Contractor shall submit traffic control plans for review and approval by the Traffic Engineer. The Contractor shall be fully responsible for properly securing work areas and open excavations within streets and/or public rights-of-way during working and nonworking hours. At all times, the Contractor shall provide and maintain paved detours for vehicles and pedestrians as necessary.
3. The Contractor shall so conduct his operations as to provide the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of work that he can prosecute properly with due regard to the safety of the public.

4. The Contractor shall make provisions to allow two-way traffic through the construction area in streets and/or public rights-of-way. The Contractor shall obtain the proper government permits allowing such work at his own expense and conform to the conditions and working hours stated in the permit.
5. The Contractor shall hire off-duty police officers as necessary to provide a smooth flow of traffic, as required by the Traffic Engineer or by the HCDA, through the construction area. Payment shall be paid through the allowance amount in the cost item for "Off-duty Police Officers for Traffic Control" listed in the Proposal. The Contractor shall not be allowed to charge any commission or percentage on these funds. Any unused portion of the allowance shall remain with HCDA upon completion of the Contract.
6. The Contractor shall provide and maintain safe pedestrian walkways through or around the construction area. The Contractor shall provide and maintain open access to all businesses and residents within or adjacent to the construction area, unless prior approval is granted by the Engineer to temporarily close an access.
7. The Contractor shall provide proper traffic bridges where necessary so that all streets, roads, lanes, alleys, driveways and garages will be accessible to traffic at all times. These bridges shall be constructed so that their decks are flush with the pavement, and maintained free from projecting nails, splinters or rough edges. In lieu of traffic bridges, the Contractor may use suitable steel plates. The bridges and/or steel plates shall be able to support all legal highway loads permitted by law and shall have a non-skid surface.
8. If the Contractor fails to provide adequate warning signs, lights, walkways, and detours, the HCDA may, at its option, so provide them at the Contractor's expense. The Contractor shall pay the cost of such work to the HCDA, or the HCDA may deduct the cost from any monies due the Contractor from the HCDA. The performance of such work by the HCDA shall serve in no way to release the Contractor from his liability for the safety of the public or the Work.
9. During non-working hours, the Contractor shall cover all trenches on streets and rights-of-way and shall make provisions to allow two-way traffic through the construction area. The Contractor shall provide and maintain safe pedestrian walkways through or around the construction area and access to all businesses and residents shall be open.
10. The Contractor shall provide free access to water meters, water valves, and abutting public and private property. No material or obstruction of any sort shall be placed within 25 feet of any fire hydrant. Fire hydrants must be readily accessible to the Fire Department at all times.
11. Material excavated for substructure construction shall be completely removed from the trench or excavation site unless the material will be used to backfill the same day. If the material will be used the same day, it shall be placed in such a manner as to economize space and minimize interference with traffic. If necessary, such material shall be confined by suitable bulkheads or other devices. If the street is not of sufficient width to hold excavated material with using part of an adjacent walkway, a passageway at least one-half the width of such walkway, but not less than three feet wide, shall be open at all times.
12. When substructure excavations cross street intersections, safe crossings for vehicles and pedestrians shall be provided and maintained. Pedestrian crossings shall be of a safe non-

slip material, be separate from vehicular crossings and be provided with hand rails except in areas opened for vehicular traffic.

13. The Contractor shall cooperate with the HCDA, the Traffic Engineer and other authorized persons in locating all warning signs, lights, walkways and detours required under this section.
14. All warnings devices, signs and other traffic control measures shall be utilized in accordance with the requirements, specifications, plans and details of the City or the DOT, whichever is applicable.

### **SECTION SP 15 – ARCHAEOLOGICAL SERVICES**

This section shall supplement Section 7.18 – ARCHAEOLOGICAL SITES of the General Provisions.

If historic sites or burials are found during the course of the work, the Contractor shall assist the HCDA as necessary and shall be paid through the allowance amount in the cost item for “Archaeological Services” listed in the Proposal and in accordance with Sections 4.4 – PRICE ADJUSTMENT and 4.5 – ALLOWANCES FOR OVERHEAD AND PROFIT of the General Provisions. Any unused portion of the allowance shall remain with HCDA upon completion of the Contract.

### **SECTION SP 16 – CONSTRUCTION SCHEDULE**

The following shall supplement Section 7.22 – CONSTRUCTION SCHEDULE of the General Provisions:

1. The Contractor shall submit updated construction schedules of the entire project as deemed necessary by the Engineer.
2. The Contractor shall submit 3-week schedules listing planned construction activities and their durations on a weekly basis to the Engineer.
3. The Contractor shall be responsible to schedule and coordinate the activities of the public utility companies, Federal, State and City government agencies as related to the work, including but not limited to inspections, testing, cable pulling and service connections.
4. Work at and around the existing railroad tracks crossing Fort Barrette Road.
  - a. The Contractor shall not proceed with any construction activities at or around the existing railroad tracks crossing Fort Barrette Road, which the HCDA deems would affect and/or disrupt the operations of the Hawaiian Railway Society, until authorized in writing by the HCDA. Such activities shall include, but not be limited to, the temporary removal of the existing railroad tracks, trenching work across the railroad track right-of-way and construction of new railroad tracks, or any other activity that the HCDA deems to be disruptive to the operations of the Hawaiian Railway Society. Until such authorization is issued by the HCDA, the Contractor shall conduct his construction activities elsewhere within the Project limits.

- b. Upon written authorization by the HCDA to proceed, the Contractor shall perform the construction at the railroad tracks expeditiously, including trenching, inspection, testing and backfilling, to minimize disruption. The work to construct the new replacement railroad tracks shall proceed immediately after the portion of utility conduits within the railroad right-of-way have been properly installed, inspected, tested and backfilled. The soil testing agency, retained by the Contractor as required by Section SP 19 of these Special Provisions, shall be present during the construction of the new railroad tracks to conduct field density tests and ensure proper compaction of the subbase and base material under the new railroad tracks.
  - c. Once the Hawaiian Railway Society cannot use the railroad tracks because of the work, the Contractor shall be allowed twenty-one (21) consecutive calendar days with normal working hours to complete the work, including the full restoration of the new railroad tracks. The Contractor shall be responsible for all expenses incurred by the HCDA for all days beyond the twenty-one day period, unless the Contractor can justify that the cause for overrunning the twenty-one day period was beyond his control. In addition, this provision shall be not cause for claims for delay by the Contractor unless it can shown that the non-issuance of the HCDA's written authorization has delayed the completion of work which is dependent upon the completion of the work at the railroad tracks and that all other non-dependent work has been completed.
  - d. This Project, including the approved construction drawings, related specifications and bid proposal, is premised on installing the underground utility ducts or conduits by trenching and backfilling. If the Contractor proposes an alternative method to perform this work, such as micro-tunneling or horizontal directional drilling, then the Contractor shall be responsible to obtain the approval of the utility companies, the DOT and the HCDA for the alternate installation method. In addition, the Contractor's bid should include all costs involved with utilizing the proposed alternate construction method including requirements imposed by the respective utility companies. Disapproval of the contractor's proposed alternate method shall not constitute cause for claims for damages, delay, and/or additional compensation against the HCDA, and the Contractor shall perform the work by trenching and backfilling.
5. Public Notice – The Contractor shall publish a legal notice in a newspaper of general circulation for three consecutive days, one week prior to the start of work, to inform the public of the proposed construction. The legal notice shall be at least three columns wide and shall be submitted to the Engineer for review and approval before being published. The notice shall contain but not be limited to the following information:
- a. Map of project area, identifying street(s) to be affected, together with general description of work to be undertaken.
  - b. Date on which the work will start and approximate time of completion.
  - c. Working hours and days of work.
  - d. Detour pattern, if any, and two-way traffic flow in detour area.
  - e. Suggestion that motorists consider the use of alternate routes and to drive with caution in the construction area.

- f. If the work is constructed in phases, include phases and anticipated start and completion dates, or publish separate legal notices for each phase of work.
- g. Any other information that may be of help to the public.

6. Electrical Service Connection to Federal Bureau of Investigation (FBI) Building.

After completing the segment of electrical and telecommunications ductline from Kapolei Parkway to Enterprise Avenue Sta. No. 5+50 (approximate) fronting the Federal Bureau of Investigation Building parcel and securing the inspection and acceptance by the Hawaiian Electric Co. (HECO), Hawaiian Telcom Co. (HTCO) and Oceanic Time Warner Cable (HTCO) of said segment of ductline, the Contractor shall coordinate with HECO for the installation of HECO cables and equipment and reconnection of electric service to the FBI Building. Contractor shall also coordinate with: the General Services Administration (GSA), the Lessee; Eagle River Investors, the building's owner and manager and their Contractor; and the FBI, the tenants.

**SECTION SP 17 – LIQUIDATED DAMAGES**

The section shall supplement Section 7.26 – FAILURE TO COMPLETE THE WORK ON TIME of the General Provisions.

It is mutually understood and agreed between the Contractor and HCDA that liquidated damages for this Project shall be One Thousand Dollars (\$1,000.00) per day for each and every calendar day, including weekends and holidays.

**SECTION SP 18 – STORM WATER RUNOFF FROM CONSTRUCTION ACTIVITIES**

The Contractor shall be responsible for the control and proper disposal of storm water runoff from the Project area during the construction, in accordance with applicable laws and regulations. Control and discharge of storm water runoff shall follow the Site Specific Construction Best Management Practices (SSCBMP) outlined in the National Pollutant Discharge Elimination System (NPDES) CWB NOI General Form for Appendix C for the Project as submitted to the State of Hawaii Department of Health (DOH) by the HCDA.

This NPDES permit shall be made part of the Contract Documents by reference and a copy of the permit shall be given to the Contractor. The Contractor shall be responsible to have the permit available for inspection at his field office for the Project site. If there no field office, the Contractor's superintendent for the Project shall always have the permit in his possession.

The Contractor shall be responsible for maintaining the SSCBMP and proper drainage within the project area, including the cleaning of existing drain systems and the construction of temporary drain systems.

All temporary protective structures shall be removed in a manner satisfactory to the Engineer. The Contractor shall repair or replace, at his own expense, any damage to properties, buildings and the foundations or any part of the work caused by storm water or failure of any part of the diversion or protective structures.

The Contractor shall be responsible to notify and obtain approval from the DOH if he modifies or makes changes to the SSCBMPs.

## **SECTION SP 19 – SOIL TESTING AGENCY**

The services of a soil testing agency shall be retained by the Contractor at his own expense. A representative of the soil testing agency shall be present at the site to take field density tests. Also, the soil testing agency will perform laboratory testing of Contractor-submitted soils to determine their acceptability for use as base course, subbase and fill materials. The soil testing agency shall also perform compaction tests for embankments, subbase, base course and structural backfill. Testing frequency and methodology shall conform to applicable specifications of the State DOT – Highways Division and/or the City.

The Contractor shall submit all soil test results to the Construction Manager and to the appropriate City agency and/or the DOT Highways Division. Where low density test results are noted, the area shall be reworked by the Contractor and retested by the soil testing agency. No additional material shall be placed until the required compaction is attained.

If the test results, in the opinion of the Construction Manager, indicate that the earthwork, road construction and backfilling work, and other work are not in general conformance to the intent of the plans and specifications, the Contractor shall remove and replace the material at the Contractor's own expense and no additional compensation shall be made to the Contractor by HCDA.

Further, the Contractor and the soil testing agency shall be responsible for preparing and submitting a post-grading report, certifying that the all grading work was performed in accordance with the plans and conditions of the grading permit from the City. A copy of the closed grading permit with the authorized signature from the City shall be submitted to the HCDA.

Payment for the services of the soil testing agency will not be made separately, but shall be considered incidental to the construction of the Project.

## **SECTION SP 20 – SURVEYS AND CONSTRUCTION STAKEOUTS**

The Contractor shall be responsible to protect all surveys, benchmarks and controls established for the Project and shall provide his own construction stakeout based on said surveys, benchmarks and controls, which are necessary to construct the project in accordance with the plans and specifications.

All surveying work shall be performed by the Contractor and under the supervision of a licensed professional surveyor with current registration in the State of Hawaii, and at no expense to the HCDA.

## **SECTION SP 21 – “AS-BUILT” INFORMATION**

The Contractor shall record all field changes made during construction on a set of drawings to be maintained at the field office. The drawings shall be prepared legibly and kept up-to-date during the progress of the work and shall be available for inspection by the Engineer and/or Construction Manager at all times. The Contractor shall submit the drawings which show the “as-built” condition for approval by the Engineer and/or Construction Manager upon completion of the Project as a requirement for final payment.

In addition, reference is made to Hawaiian Electric Company (HECO) Note #23 on Sheet E-3 of the construction plans. Accordingly, the Contractor is hereby reminded of his responsibility to provide HECO with two sets of “as-built” reproducible tracings of the electrical plans showing the offsets, stationing, and vertical elevations of the duct lines constructed. The Contractor shall also provide one set of said tracings to the HCDA.

Survey information on the “as-built” drawings shall be provided by a licensed professional surveyor with current registration in the State of Hawaii and at no expense to the HCDA.

## **SECTION SP 22 – ELECTRICAL AND WATER SERVICE**

The Contractor shall make his own arrangements and pay for electrical and water services required for the construction of the Project.

## **SECTION SP 23 – PROJECT SIGN**

The Contractor shall furnish, erect and subsequently remove as his property, one (1) project sign to identify the Project as specified under Section 56 – PROJECT SIGNS of the Standard Specifications and as specified herein below.

The sign shall show, but shall not be limited to, the information shown in the attached Figure 1.

The sign shall be erected at the location directed by the Construction Manager, adequately braced and mounted, and shall be maintained in good condition throughout the progress of the work.

The cost of furnishing, erecting, maintaining and removing the project sign shall be paid for under the appropriate bid item in the Proposal.

## **SECTION SP 24 – FIELD OFFICE**

If directed by the Engineer, the Contractor shall provide a housed field office for use by the HCDA at a location approved by the Engineer. The field office shall be available within seven (7) calendar days after the Work Commencement Date. The field office shall be weatherproof and not less than 120 square feet in gross floor area. The aggregate window areas of the field office shall not be less than 10 percent of the floor area, and one exterior door shall be provided with a keyed cylinder-type lock. The field office shall be furnished with one drafting table having dimensions of not less than 3' x 6' and a stool, adequate plan racks and hangers, one fire extinguisher, air conditioning (at least 5,000 BTU), one office desk, two chairs, shelves, a broom, working communications facilities (a cellular telephone is acceptable), electric lighting and outlets, paper towels, paper cups, soap, toilet paper and potable water and shall be maintained in good condition by the Contractor. If the office is not equipped with a water closet and lavatory, the Contractor shall make other arrangements to provide such facilities for HCDA and/or the Construction Manager.

Payment for the use of the field office by the HCDA shall be made from the cost allowance item for “Field Office” in the Proposal. The Contractor shall not be allowed to charge any commission or percentage on these funds. Any unused portion of the allowance shall remain with HCDA upon completion of the Contract.

## **SECTION SP 25 - GUARANTEE OF WORK**

1. Except for the restoration of the roadway and shoulder area in the public right-of-way and unless otherwise specified in the Technical Specifications, all work shall be guaranteed by the Contractor against defects resulting from the use of defective or inferior materials, equipment or workmanship for one (1) year from the date of final project acceptance.
2. The restoration of the roadway and shoulder area in the public right-of-way shall be guaranteed by the Contractor against defects resulting from the use of defective or inferior materials, equipment or workmanship for two (2) years from the date of final project acceptance.
3. If, within any guarantee period, repairs, replacements or modifications are required as a result of the use of any materials, equipment or workmanship which is inferior, defective or not in accordance with the terms of this contract, the Contractor shall within five (5) consecutive working days and without expense to the HCDA:
  - a. Take corrective action to cure all defects identified by the HCDA; and
  - b. Repair all damage to private or public property occasioned by the defective condition.
  - c. If any such property cannot be satisfactorily repaired or restored, the Contractor shall replace it.
4. Whenever a manufacturer's guarantee on any product used in the performance of this contract exceeds one (1) year, such guarantee shall become a part of this contract. The Contractor shall complete the warranty form in the name of the HCDA and submit such form to the manufacturer within the time required to validate the warranty. The Contractor shall submit to the HCDA a photocopy of the completed warranty form as evidence that such warranty form was filed with the manufacturer.

**SECTION SP 26 – COMPLIANCE WITH HRS CHAPTER 103B AS AMENDED BY ACT 192, SLH 2011, RELATING TO THE EMPLOYMENT OF STATE OF HAWAII RESIDENTS**

1. Definitions for terms used in HRS Chapter 103B as amended by Act 192, SLH 2011:
  - a. "Contract" means contracts for construction under 103D, Hawaii Revised Statutes ("HRS").
  - b. "Contractor" has the same meaning as in section 103D-104, HRS, provided that "contractor" includes a Subcontractor where applicable.
  - c. "Construction" has the same meaning as in section 103D-104, HRS.
  - d. "General Contractor" means any person having a construction contract with a governmental body.
  - e. "Procurement Officer" has the same meaning as in section 103D-104, HRS.
  - f. "Resident" means a person who is physically present in the State of Hawaii at the time the person claims to have established the person's domicile in the State of Hawaii and shows the person's intent is to make Hawaii the person's primary residence.

- g. "Shortage trade" means a construction trade in which there is a shortage of Hawaii residents qualified to work in the trade as determined by the Department of Labor and Industrial Relations ("DLIR").

2. HRS Chapter 103B as amended by Act 192, SLH 2011 – Employment of State Residents Requirements:

- a. A Contractor awarded a contract shall ensure that Hawaii residents compose not less than eighty percent (80%) of the workforce employed to perform the contract work on the project. The eighty percent (80%) requirement shall be determined by dividing the total number of hours worked on the contract by Hawaii residents, by the total number of hours worked on the contract by all employees of the Contractor in the performance of the contract. The hours worked by any Subcontractor of the Contractor shall count towards the calculation for this section. The hours worked by employees within shortage trades, as determined by the DLIR, shall not be included in the calculation for this section.
- b. Prior to award of a contract, an offeror/bidder may without penalty if the offeror/bidder finds that it is unable to comply with HRS Chapter 103B as amended by Act 192, SLH 2011.
- c. Prior to starting any construction work, the Contractor shall submit the subcontract dollar amount for each of its Subcontractors.
- d. The requirements of this section shall apply to any subcontract of \$50,000 or more in connection with the Contractor, that is, such Subcontractors must also ensure that Hawaii residents compose not less than eighty percent of the Subcontractor's workforce used to perform the subcontract.
- e. The Contractor and any Subcontractor whose subcontract is \$50,000 or more shall comply with the requirements of HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 1) Certification of compliance shall be made in writing under oath by an officer of the General Contractor and applicable Subcontractors and submitted with the final payment request.
  - 2) The certification of compliance shall be made under oath by an officer of the company by completing a "Certification of Compliance for Employment of State Residents" form, attached as Figure 2 in these Special Provisions, and executing the Certificate before a licensed notary public.
  - 3) In addition to the certification of compliance as indicated above, the Contractor and Subcontractors shall maintain records such as certified payrolls for laborers and mechanics that performed work at the site and time sheets for all other employees who performed work on the Project. These records shall include the names, addresses and number of hours worked on the project by all employees of the Contractor and Subcontractor who performed work on the project to validate compliance with HRS Chapter 103B as amended by Act 192, SLH 2011. The Contractor and Subcontractor shall retain these records and provide access to the State for a minimum period of four (4) years after the final payment, except that if

any litigation, claim, negotiation, investigation, audit or other action involving the records has been started before the expiration of the four (4) year period, the Contractor and Subcontractors shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the four (4) year period, whichever occurs later. Furthermore, it shall be the Contractor's responsibility to enforce compliance with this provision by any Subcontractor.

- f. A General Contractor or applicable Subcontractor who fails to comply with this section shall be subject to any of the following sanctions:
  - 1) With respect to the General Contractor, withholding of payment on the contract until the Contractor or its Subcontractor complies with Temporary suspension of work on the project until the Contractor or its Subcontractor complies with HRS Chapter 103B as amended by Act 192, SLH 2011.
  - 2) Proceedings for debarment or suspension of the Contractor or Subcontractor under Section 103D-702, HRS.
3. Conflict with Federal Law: This section shall not apply if the application of this section is in conflict with any federal law, or if the application of this section will disqualify the State from receiving Federal funds or aid.

#### **SECTION SP 27 – NOTICE OF INTENTION TO BID**

1. A written notice of intention to bid is not required for this Project.
2. Subsections 2.1.1.1, 2.1.1.2, 2.1.1.3 and 2.1.1.4 of Article 2 – Proposal Requirements and Conditions in the General Provisions are not applicable for this Project.