

SPECIAL PROVISIONS

Unless otherwise specified herein, the cost of complying with these Special Provisions shall be considered incidental to the Contract and included with the Contract Price. No separate payment shall be made unless specifically provided elsewhere in the Contract Documents.

These Special Provisions supplement, amend, and, where specifically indicated, supersede portions of the HCDA General Provisions for Construction Contracts (2008) ("General Provisions"). All provisions of the General Provisions remain in full force and effect unless specifically modified herein.

The Work shall be performed in accordance with the Contract Documents, including the Invitation for Bids, Offer Forms, General Provisions, Special Provisions, Technical Specifications, Drawings, Addenda, and all applicable federal, state, and local laws, regulations, codes, and permit requirements.

In the event of a conflict between these Special Provisions and the HCDA General Provisions, these Special Provisions shall govern.

SECTION SP 1 – PROJECT DESCRIPTION

This Section supplements ARTICLE 4 – SCOPE OF WORK of the General Provisions.

The Project consists of modifications to the existing domestic hot water return system serving the Honuakaha condominium located at 545 Queen Street, Honolulu, Hawai'i.

The building will remain occupied throughout construction. The Contractor shall plan and perform the Work to minimize disruption to residents and maintain building operations to the greatest extent practicable.

The Work generally consists of demolition, installation of new domestic hot water return piping and associated components, testing, startup, commissioning, restoration of disturbed finishes, and related work as shown in the Contract Documents.

The Contractor shall furnish a complete and operational system in accordance with the Drawings, Specifications, and Contract Documents.

SECTION SP 2 – CONTRACT TIME

This Section supplements SECTION 7.21 – CONTRACT TIME of the General Provisions.

The Contractor shall achieve Final Completion within **one hundred eighty (180) consecutive calendar days** from the date established in the Notice to Proceed.

The Contractor shall diligently prosecute the Work and provide sufficient labor, supervision, equipment, and materials to complete the Project within the Contract Time.

SECTION SP 3 – CONTRACTOR LICENSING

This Section supplements SECTION 2.1 – QUALIFICATION OF BIDDERS.

The Contractor shall possess all licenses required under Chapter 444, Hawai'i Revised Statutes, to perform the Work described in the Contract Documents.

The Contractor shall be solely responsible for ensuring that all subcontractors possess the appropriate contractor licenses for the work they perform.

SECTION SP 4 – SCOPE OF WORK

This Section supplements ARTICLE 4 – SCOPE OF WORK of the General Provisions.

The Contractor shall furnish all labor, materials, equipment, supervision, permits, testing, startup, commissioning, restoration, closeout documentation, and incidentals necessary to complete the Honuakaha Hot Water Return System Modifications in accordance with the Invitation for Bids, Drawings, Specifications, Addenda, and all Contract Documents.

The Work shall be performed in a complete and workmanlike manner and shall include all work reasonably inferable from the Contract Documents, whether or not every item is specifically identified therein.

SECTION SP 5 – ALLOWANCES FOR OVERHEAD AND PROFIT

This Section supersedes Subsections 4.5.1.1 through 4.5.1.3 of Section 4.5 – ALLOWANCES FOR OVERHEAD AND PROFIT.

- 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 performed by low-tier subcontractors, ten percent (10%) of the amount due the performing subcontractor.

For the purposes of this Section, direct costs shall consist only of actual labor (including payroll burden), materials incorporated into the Work, equipment, and approved subcontract costs directly attributable to the change. Home office overhead, project management, supervision, mobilization, insurance, bond premiums, and profit shall not be included in the calculation of direct cost, as these costs are compensated through the percentages stated above unless otherwise approved by HCDA.

SECTION SP 6 – OCCUPIED BUILDING REQUIREMENTS

This Section supplements Sections 5.8 – COOPERATION BETWEEN THE CONTRACTOR AND THE HCDA and 7.17 – PROTECTION OF PERSONS AND PROPERTY of the General Provisions.

The Project will be performed within an occupied residential building.

The Contractor shall conduct all operations in a manner that minimizes disruption to residents and building operations.

The Contractor shall:

1. Maintain safe access to all occupied areas at all times.
2. Keep exits, corridors, stairways, and building entrances free from obstruction.
3. Maintain continuous access for emergency personnel.
4. Coordinate all disruptive work with HCDA.
5. Protect residents, visitors, and property from injury or damage resulting from construction activities.
6. Restore all affected areas to equal or better condition than existed prior to construction.

No work shall unnecessarily interfere with the normal operation of the building.

The Contractor shall at all times conduct its operations in a courteous and professional manner with due consideration for residents and visitors.

SECTION SP 7 – WORK HOURS

This Section supplements SECTION 7.5 – NORMAL WORKING HOURS.

Unless otherwise approved in writing by HCDA, normal construction activities shall occur only:

Monday through Friday
8:00 a.m. to 4:30 p.m.

No work shall be performed on weekends or State holidays without prior written approval from HCDA.

Work generating excessive noise shall be coordinated with HCDA and limited to approved hours.

SECTION SP 8 – UTILITY SHUTDOWNS

This Section supplements Sections 4.2 - CHANGES and 7.17 – PROTECTION OF PERSONS AND PROPERTY of the General Provisions.

The Contractor shall minimize interruptions to domestic hot water service.

Planned shutdowns shall be scheduled during normal working hours unless otherwise approved by the HCDA.

No planned shutdown of domestic hot water service shall occur without prior written authorization from HCDA.

The Contractor shall submit all requests for planned shutdowns at least seventy-two (72) hours in advance.

HCDA will coordinate notification to residents.

The Contractor shall:

- minimize the duration of each shutdown;
- perform all preparatory work before shutting down service;
- restore service immediately upon completion of the work;
- verify proper system operation before leaving the site.

The Contractor shall immediately notify HCDA of any unplanned interruption of service.

SECTION SP 9 – EXISTING CONDITIONS

This Section supplements SECTION 5.7 – EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND PROJECT SITE of the General Provisions.

The Contractor shall visit the Project site prior to submitting its Bid and shall become familiar with existing conditions affecting the Work.

The Drawings are based upon available information and may not depict every existing field condition.

Prior to commencing the affected Work, the Contractor shall verify field dimensions, pipe routing, clearances, utility connections, and other existing conditions necessary for proper installation.

Any discrepancy that may affect the Work shall be immediately reported to HCDA before proceeding with the affected Work.

Failure to verify existing field conditions that are reasonably observable prior to construction shall not be grounds for additional compensation or an extension of Contract Time.

SECTION SP 10 – PROTECTION OF EXISTING FACILITIES

This Section supplements Sections 4.10 – UTILITIES AND SERVICES, 7.17 – PROTECTION OF PERSONS AND PROPERTY, and 7.34 – CONTRACTOR'S RESPONSIBILITY FOR WORK; RISK OF LOSS of the General Provisions.

The Contractor shall exercise every precaution to protect the existing building, utilities, finishes, equipment, landscaping, and improvements from damage during construction.

The Contractor shall be responsible for repairing or replacing, at no additional cost to HCDA, any damage resulting from its operations or the operations of its subcontractors.

Protection shall include, but not be limited to:

1. Dust barriers where necessary.
2. Floor protection in corridors, elevators, and occupied spaces.
3. Protection of walls, doors, ceilings, railings, and existing finishes.
4. Protection of existing plumbing, electrical, fire protection, communication, and mechanical systems.

5. Protection of resident property located adjacent to the work.

The Contractor shall immediately notify HCDA of any accidental damage.

Temporary protection shall remain in place until no longer required.

SECTION SP 11 – DUST, NOISE, HOUSEKEEPING, AND DAILY CLEANUP

This Section supplements Sections 7.16 – SANITARY, HEALTH AND SAFETY PROVISIONS and 7.17 – PROTECTION OF PERSONS AND PROPERTY of the General Provisions.

The Contractor shall conduct all operations in a manner that minimizes dust, noise, vibration, odors, and inconvenience to residents.

At a minimum, the Contractor shall:

1. Maintain the work area in a clean and orderly condition at all times.
2. Remove construction debris from occupied areas on a daily basis.
3. Prevent dust migration into occupied spaces using temporary barriers, coverings, or other approved methods.
4. Vacuum work areas at the conclusion of each work day. Dry sweeping shall be minimized.
5. Store tools and materials only in locations approved by HCDA.
6. Keep exits, corridors, and mechanical rooms free from unnecessary obstructions.
7. Remove waste materials from the Project site on a regular basis.

Construction materials shall not be stored in common corridors or means of egress unless specifically approved by HCDA.

At the end of each work day, all occupied areas affected by the Work shall be left in a safe condition suitable for resident use.

SECTION SP 12 – WATER DAMAGE PREVENTION

This Section supplements Sections 7.17- PROTECTION OF PERSONS AND PROPERTY and 7.34 – CONTRACTOR’S RESPONSIBILITY FOR WORK; RISK OF LOSS of the General Provisions.

Because this Project involves modifications to an active domestic hot water system within an occupied residential building, the Contractor shall exercise extreme care to prevent water damage.

Whenever existing domestic water piping is opened, modified, or disconnected, the Contractor shall:

1. Provide continuous supervision of the affected work.
2. Never leave an open piping system unattended.
3. Have temporary caps, plugs, valves, and repair materials immediately available.
4. Maintain absorbent materials, wet vacuums, pumps, and cleanup equipment on site.
5. Immediately stop and contain any water leakage.
6. Promptly notify HCDA of any leak, regardless of size.

The Contractor shall be responsible for all damages resulting from failure to adequately protect the building from water intrusion.

SECTION SP 13 – CONTRACTOR COORDINATION

This Section supplements Sections 5.8 COOPERATION BETWEEN THE CONTRACTOR AND THE HCDA and 7.22 – CONSTRUCTION SCHEDULE of the General Provisions.

HCDA shall serve as the Owner's representative for administration of the Contract. The Contractor shall coordinate construction activities with HCDA and any property management personnel designated by HCDA.

The Contractor shall:

1. Attend progress meetings as requested by HCDA.
2. Coordinate deliveries with HCDA.
3. Coordinate utility shutdowns in accordance with these Special Provisions.
4. Provide not less than seventy-two (72) hours advance notice for activities affecting residents or building operations.
5. Maintain current emergency contact information for the Project Superintendent and at least one alternate representative available twenty-four (24) hours per day.
6. Designate one individual authorized to make field decisions on behalf of the Contractor.

The Superintendent or an authorized representative shall remain available throughout construction whenever Work is in progress.

SECTION SP 14 – SUBMITTALS

This Section supplements Section 5.4 – SHOP DRAWINGS AND OTHER SUBMITTALS of the General Provisions.

The Contractor shall submit the following for review prior to installation of applicable materials:

1. Product data for piping materials, valves, fittings, insulation, supports, and accessories.
2. Shop drawings where required by the Specifications.
3. Manufacturer installation instructions.
4. Certificates of compliance when specified.

No material requiring submittal review shall be installed until the applicable submittal has been reviewed in accordance with the Contract Documents.

SECTION SP 15 – PROJECT CLOSEOUT

This Section supplements Section 7.33 – FINAL SETTLEMENT OF CONTRACT of the General Provisions.

Prior to Final Acceptance, the Contractor shall submit:

1. Record Drawings (As-Built Drawings).
2. Product warranties.

3. Manufacturer maintenance information.
4. Final test reports.
5. Operating instructions.
6. Copies of required inspection approvals.
7. Any additional closeout documentation required by the Contract Documents.

The Contractor shall remove all temporary protection, equipment, materials, debris, and temporary facilities prior to requesting Final Acceptance.

Final payment may be withheld until all required closeout documentation has been received and accepted by HCDA.

SECTION SP 16 – WARRANTY

This Section supplements Section 7.35 – GUARANTEE OF WORK of the General Provisions.

The Contractor warrants that all Work shall be free from defects in materials and workmanship for a period of one (1) year following Final Acceptance unless a longer warranty is required by the Contract Documents or manufacturer.

During the warranty period, the Contractor shall promptly correct any defective Work upon written notice from HCDA.

Warranty work shall be completed without unnecessary interruption to building operations or residents.

The Contractor shall coordinate all warranty work with HCDA.

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 Five Hundred Dollars (\$500.00) per day for each and every calendar day, including weekends and holidays.

SECTION SP 18 – NOTICE OF INTENTION TO BID

The Section supplements Section 2.2.2 – NOTICE OF INTENTION TO BID of the General Provisions.

A written Notice of Intention to Bid is not required for this Project.

Accordingly, Subsections 2.2.2.2 through 2.1.1.9 of the General Provisions shall not apply.