

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
CITY AND COUNTY OF HONOLULU

ADDENDUM NO. 4

TO THE

REQUEST FOR PROPOSALS

FOR THE

HONOLULU RAIL TRANSIT PROJECT

CITY CENTER UTILITIES RELOCATION  
CONSTRUCTION CONTRACT

REQUEST FOR PROPOSALS NO. RFP-HRT-1800532

ISSUED:

NOTICE TO ALL PROSPECTIVE OFFERORS:

This Addendum is hereby made a part of the Request for Proposals RFP-HRT-1800532 (RFP) for the Honolulu Rail Transit Project (HRTTP), City Center Utilities Relocation Construction Contract, and it shall amend the said RFP in the following respects:

**ITEM NO. 1 – Request for Proposals, Instructions to Offerors**

1. RFP ITO Section 1.0 Project Overview

RFP ITO Section 1.0 Project Overview, the first paragraph is hereby deleted in its entirety and replaced with the following:

“This Request for Proposals (“RFP”) is issued by the Honolulu Authority for Rapid Transportation (“HART”) to identify Persons qualified to submit competitive sealed proposals for the City Center Utilities Relocation (“CCUR”) Contract of the Honolulu Rail Transit Project (“HRTTP”). HART ~~reserves the right to will~~ award one ~~or more~~ contracts under this solicitation. “Persons” means any individual, firm, corporation, company, LLC, LLP, joint venture, voluntary association, partnership, trust, or public or private organization, other legal entity, or combination thereof. The Contractor shall be required to provide utility relocation construction services for a variety of utilities along with civil roadway construction throughout the City Center segment of the HRTTP. The construction services will be performed under an indefinite delivery indefinite quantity (“IDIQ”) contract

where the actual work shall be initiated on a specific Task Order (“TO”) basis. Multiple utility relocation work will be performed, concurrently, along the entire City Center segment of the H RTP. An attempt will be made to show all known existing utilities on the Plans to be provided at the Task Order level, but the possibility remains strong that some underground utilities may exist that have not been shown. The Offeror, through mandatory contact with local utility owners, shall keep itself informed and take such precautions as necessary to avoid damage.”

## 2. RFP ITO Section 1.2 City Center Utilities Relocation Contract Description

RFP ITO Section 1.2 City Center Utilities Relocation Contract Description, the first paragraph is hereby deleted in its entirety and replaced with the following:

“This is a ~~single-award~~ ~~multi-award~~ IDIQ Contract and HART ~~will reserves the right to~~ award one ~~or more~~ Contract based on this solicitation. Work will be assigned on a Task Order basis as needs arise and distinct utility relocation and/or civil roadway packages are finalized. There is no guarantee of any specific work or specific type of work described in Sections 1.0 and 1.2.1 below. The scope, budget and schedule for Work performed under this Contract will be assigned through stand-alone Task Orders utilizing the unit rates to be proposed in Exhibit 22(a) and Exhibit 22(b) which will be set in the Master IDIQ contract.”

## 3. Special Provisions

The Special Provisions have been revised and the changes made to the original Special Provisions are ~~redlined~~ in the file attached hereto and incorporated by reference herein.

## **ITEM NO. 2 – QUESTIONS AND RESPONSES**

HART’s response to Question #9 in Addendum No. 2 is hereby rescinded and shall be replaced with the following:

### Question #9

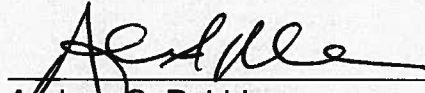
Awarding to several contractors increases the cost for contractors as there will be uncertainty to how much work would be awarded. There are mobilization costs as well as idle time between task orders if it’s given to multiple contractors. Will HART reconsider and award to just one contractor?

### Response #9

**In accordance with revised ITO Sections 1.0 and 1.2, HART will award a single contract based on this solicitation.**

HART will provide responses to questions received prior to the revised deadline for clarification requests via a subsequent addendum.

APPROVED:



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Andrew S. Robbins  
Executive Director and CEO  
Honolulu Authority for Rapid Transportation

## **SPECIAL PROVISIONS**

### **FOR**

#### **HONOLULU AUTHORITY FOR RAPID TRANSPORTATION CITY CENTER UTILITIES RELOCATION RFP-HRT-1800532**

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 City Center Utilities Relocation Contract.

This is an Indefinite Delivery Indefinite Quantity (“IDIQ”) contract wherein work will be initiated via issuance of Task Orders. As such, all references in the GCCC to “Contract” shall apply equally to Task Orders issued under the Contract unless the context of the provision clearly indicates otherwise.

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;
- Appendices
  - 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

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

#### **1. SECTION SP 1.2 Order of Precedence/Contract Documents**

GCCC Section 1.2 shall be deleted in its entirety and replaced with the following:

##### **“1.2 Order of Precedence/Contract Documents.**

The separate parts of the solicitation document and resulting contract, including the plans and specifications, are intended to complement each other. The order of precedence of these documents in the event of conflicting terms is as follows:

- (a) Task Order(s), the Agreement Form, Contract Amendments, Change Orders, with the latest issued taking precedence over any proceeding conflicting term;
- (b) The most recent Addenda shall govern over previously-issued Addenda and

- solicitation documents, including the specifications and drawings;
- (c) Special Provisions;
  - (d) HART's General Conditions of Construction Contracts ("General Conditions" or "GC");
  - (e) Technical Specifications and Documents;
  - (f) The Engineering Data and Reports; and
  - (h) The Contractor's bid proposal and required submissions.

The listed documents hereinabove comprise the "Contract Documents," which is also referred to as the "Contract" or "Agreement." To the extent that the Contractor's Proposal contains provisions which exceed the requirements set forth in the other Contract Documents, then those provisions shall be construed as the minimum Contract requirements."

## **2. SECTION SP 2.1 Definitions**

GCCC Section 2.1 shall be amended by including the following term set forth below:

""Task Order" means an order for services placed against an established contract as prescribed in Special Provisions Attachments B-1 and B-2 of the Contract."

## **3. SECTION SP 2.2 References and Abbreviations**

GCCC Subsection 2.2(c) is hereby deleted in its entirety and shall be replaced with the following:

"(c) Whenever a referenced standard contains administrative requirements, including measurement and payment provisions, such as the standard specifications of various governmental entities, utility districts, and other agencies, such administrative requirements shall not apply to the Work of this Contract. References to such standards shall only be applicable to the pertinent Technical Specifications of the Work item(s). Measurement and payment shall be specified in the Task Orders issued under the contract, in SP 8.10 Measurement and Payment, and in Exhibit 22a Cost Proposal - Schedule of Rates Pricing Form."

## **4. SECTION SP 2.13 Liquidated Damages**

GCCC section 2.13 is hereby deleted in its entirety and shall be replaced with the following section 2.13 Liquidated Damages and Incentives:

### **"2.13 Liquidated Damages and Incentives**

#### **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 stated completion dates set forth at the Contract and/or Task Order level, including the Substantial Completion Date(s), 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 Task Order stated completion date(s) that the Contractor fails to complete the Work. The Contractor expressly authorizes HART to determine the amount of the liquidated damages in accordance with SP-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.

#### 2.13.2 Amount of Incentive Payments and Liquidated Damages

(a) **Contract Substantial Completion:** Contractor will be responsible to complete all anticipated task orders totaling TWO HUNDRED FORTY MILLION AND NO/100 DOLLARS (\$240,000,000) by no later than the Substantial Completion Date of 1408 consecutive calendar days (ccd) from issuance of the Notice to Proceed on the first Task Order. Contractor agrees to commit all necessary resources to meet this critical schedule.

HART is considering both liquidated damages and incentive payments associated with Substantial Completion at the Contract level.

(b) **Task Order Substantial Completion:** Contractor will be responsible to complete all Work associated with Task Orders issued under the Contract by no later than the Task Order Substantial Completion Date.

HART is considering both liquidated damages and incentive payments associated with Substantial Completion at the Task Order level.

### 5. Chapter 3 – Modifications and Termination

#### A. SUBSECTION SP 3.1(d)

GCCC Subsection 3.1(d) shall be deleted in its entirety and replaced by:

“(d) **Unilateral Change Order.** In the event the parties cannot come to an agreement, HART, at its sole discretion, may issue a unilateral change order. In such an event, the Contractor shall continue to provide timely services, provided, however, that HART makes provisional adjustments in payment and/or time for performance of the changed work as may be reasonable. Within thirty (30) days after receipt of a Unilateral Change Order, the

Contractor shall file a notice of intent to assert a claim for an adjustment. The requirement for filing a timely written notice shall be a condition precedent to the assertion of a claim.”

## **B. SECTION SP 3.3 Price Adjustment**

GCCC Subsection 3.3(a) shall be deleted in its entirety and replaced by:

“(a) **Price Adjustment Methods.** Any adjustment in Contract price pursuant to a clause in this Contract shall be made in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance;
- (2) By unit prices specified in the Contract or subsequently agreed upon before commencement of the pertinent performance;
- (3) By the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the Contract or subsequently agreed upon before commencement of the pertinent performance;
- (4) Work that is paid for on a force account basis will be in accordance with the requirements specified in the Contract (Chapter 5 of the General Conditions);  
or
- (5) In any other manner as the parties may mutually agree upon before commencement of the pertinent performance.”

GCCC Subsection 3.3(c) Maximum Allowable Overhead and Profit in Price Adjustments shall be amended by adding the following sentence to the end of the subsection:

“All proposed profit allowances shall be supported by a profit analysis and determined in accordance with Federal Acquisition Regulation (“FAR”) 15.404-4.”

## **6. SECTION SP 3.5 Variations in Estimated Quantities**

GCCC Section 3.5 shall be deleted in its entirety and replaced by:

“3.5 **Variations in Estimated Quantities.**

- (a) Quantities or measurement in the RFP, if any, are given for the convenience of the Contractor. It is assumed that the unit prices made by the Contractor are based on a thorough knowledge of the existing conditions and the kind of work to be performed. It is expressly understood and agreed by the Contractor that the quantities and measurements of the Work to be done and the materials to be furnished during the RFP were for evaluation purposes only. The Contractor will make no claim for anticipated profits, or for loss of profits, due to a difference between the quantities or measurements stated in the RFP.
- (b) Unless otherwise specified, all quantities appearing in the solicitation are approximate, and those indicated in the document are prepared solely for the comparison of offers only. Contractor’s prices set in Exhibit 22a Cost Proposal -

Schedule of Rates Pricing Form (“SOR”) include the entire cost of the materials and equipment required for the full performance of the work required, and it is understood and agreed that there is included in each lump sum or unit-priced item, the entire cost of any and all items incidental to the performance of the work covered by such lump sum or unit-priced item as described in the Task Order. Quantities shown in Exhibit 22a, SOR are approximate based on anticipated construction activities and could increase/decrease by a factor of 15% based upon actual field conditions and final development of the individual Task Orders.

- (c) All quantities of work actually completed in place under the Contract shall be measured by HART. These measurements shall be considered correct and final unless the Contractor files a written objection in accordance with SP 8.10.”

## **7. SECTION SP 3.8 Delays and Time Extensions; *Force Majeure***

GCCC Section 3.8 is hereby amended by adding the following new Subsection 3.8(d), Duty to Mitigate Damages, as follows:

“(d) **Duty to Mitigate Damages.** Contractor shall have the duty to mitigate damages that would otherwise be recoverable pursuant to this Contract, including damages associated with anticipated and actual delays in the performance of the Work, by taking appropriate actions to reduce or limit the amount of such damages. Contractor’s duty to mitigate applies regardless of the cause or party responsible for the delay and may require the Contractor to seek mitigation measures amongst all Task Orders issued under the Contract.”

## **8. SECTION SP 4.1 Performance and Payment Bonds**

GCCC Subsection 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 issued under the Contract. 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 the Contract may be terminated for default pursuant to GCCC Section 3.9 and the Contractor shall be subject to a claim for all resulting damages to include the cost of re-procurement of the Contract or Task Order and any delay to the overall program schedule.”

## **9. SECTION SP 5.1 Payment**

References to “Contract” in this section shall apply equally to Task Orders issued under the contract.



## **10. CHAPTER SP-6 – CLAIMS PROCEDURES, DISPUTES AND REMEDIES**

GCCC Chapter 6 shall be deleted in its entirety and replaced with the following:

“Chapter SP-6 - Claims Procedures, Disputes and Remedies

### SP 6.1 Claims Procedures

(a) This Section outlines the procedure to be followed if the Contractor believes that it is entitled to additional compensation, additional time, or both.

(b) Notice of Contractor Claim. When the Contractor believes it is entitled to additional compensation, additional time, or both, the Contractor shall notify HART in writing within the time frame specified in the applicable Contract provision; provided, however, that if no time frame is otherwise specified, the Contractor provide written notification of its claim to HART within fourteen (14) days after commencement of the event which gives rise to the Contractor’s claim for additional compensation, additional time, or both.

(c) Submission of Contractor Claim. The Contractor shall thereafter submit its claim within thirty (30) days after giving written notice to HART. The claim shall include the following supporting documentation:

- (1) A description of the event that gave rise to the Contractor’s claim for additional compensation or time, or both;
- (2) The date the event commenced and the date the event concluded;
- (3) If the Contractor is seeking additional compensation, the Contractor shall provide a CPC or a detailed estimated amount of additional cost to HART;
- (4) If the Contractor is seeking additional time, the Contractor shall specify the amount of additional time it believes it is entitled to and a time impact analysis supporting the Contractor’s claim for additional time; and
- (5) The Contract provisions that support the Contractor’s claim.

(d) HART may request additional documentation from the Contractor at any time regarding the Contractor’s claim. The Contractor’s failure to provide the requested documentation within twenty (20) days of HART’s request when such documentation exists constitutes a waiver of that portion of the Contractor’s claim to which the additional documentation relates.

(e) If the Contractor does not provide a timely written notice of a claim under Section 6.1(b) or timely file its claim under Section 6.1(c), the Contractor’s claim shall be waived.

(f) If HART agrees that the Contractor's claim has merit, the parties shall negotiate a Change Order pursuant to Chapter 3 of the General Conditions.

(g) If HART determines that the Contractor's claim has no merit and denies the Contractor's claim, the Contractor shall continue promptly with the Work. HART's denial shall be binding on the Contractor unless the Contractor requests a written decision from the Officer-in-Charge within thirty (30) days from receipt of HART's denial of claim.

## SP 6.2 Dispute Resolution

(a) The rights and remedies provided in this Contract are in addition to any other rights and remedies provided by law.

(b) The parties shall each make a good faith effort to resolve all claims by mutual agreement commencing at the project management level before a claim is escalated. Unless otherwise directed by HART, the Contractor shall diligently proceed with its performance under the Contract while matters in dispute are being resolved.

(c) All attempts to resolve a claim, including but not limited to, offers to resolve a claim, are subject to Rule 408 of the Hawaii Rules of Evidence (HRE). The parties expressly agree and acknowledge that pursuant to HRE Rule 408, evidence of conduct or statements made during good faith attempts to resolve a claim are not admissible to prove liability for or invalidity of the claim or its amount.

(d) Decision of the Officer-in-Charge. Any question or dispute concerning the Contract which cannot be resolved by mutual agreement shall be decided by the Officer-in-Charge in a written decision.

(e) Mediation. Any party aggrieved by a written decision of the Officer-in-Charge may request that the matter be submitted to non-binding mediation. The request for mediation must be in writing and provided to the other party within sixty (60) days of the date the Officer-in-Charge issues a written decision. The mediator shall be chosen by mutual agreement and the cost of the mediation shall be borne equally by the Contractor and HART.

(f) Contracting Officer Decision. If the dispute is not resolved by the decision of the Officer-in-Charge or cannot be resolved by mediation, any party aggrieved by the Officer-in-Charge's decision may request that the Contracting Officer issue a final written decision; provided, however, that the request for a final written decision must be in writing and submitted to the Contracting Officer within thirty (30) calendar days after the receipt of the Officer-in-Charge's written decision or when the mediator declares an impasse, whichever is later. The Contracting Officer will issue a written decision within the following time limitations:

- (1) For disputes or for claims not exceeding fifty thousand dollars (\$50,000): ninety (90) calendar days after receipt of the claim.

- (2) For claims exceeding fifty thousand dollars (\$50,000): ninety (90) calendar days after receipt of the claim; provided that if a decision is not issued within ninety (90) calendar days, the Contracting Officer shall notify the Contractor of the time within which the Contracting Officer will make the decision. The reasonableness of this time period will depend on the size and complexity of the claim and the adequacy of the Contractor's supporting data and other relevant factors.

If a decision on a controversy or a claim not exceeding fifty thousand dollars is not made within ninety (90) calendar days after receipt, or if a decision is not made within the time promised for a claim in excess of fifty thousand dollars, the Contractor may proceed as if an adverse decision has been received.

The Contracting Officer may request additional information from the Contractor regarding a claim. The Contractor's failure to provide additional information when requested and when such information exists constitutes a waiver of that portion of the claim to which the additional information pertains.

The Contracting Officer's final written decision shall include:

- i. A description of the claim;
- ii. A reference to the pertinent Contract provisions;
- iii. A statement of the factual areas of agreement or disagreement;
- iv. A statement of the Contracting Officer's decision, with supporting rationale;
- v. A statement that the decision is final and conclusive, unless fraudulent, and may be appealed by initiating judicial action pursuant to HRS § 103D-711 by filing a complaint in the Circuit Court of the First Circuit of the State of Hawaii within six (6) months of the date the determination is received; and
- vi. A statement that if an action is initiated, a copy of the complaint is to be furnished to the Contracting Officer.

The Contracting Officer shall immediately furnish a copy of the decision to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or unless the Contractor brings an action seeking judicial review of the decision in a circuit court of this State within (6) six months from the date of receipt of the decision.

The amount determined payable pursuant to the decision, less any portion already paid, normally should be paid without awaiting Contractor action concerning appeal. Such payments shall be without prejudice to the rights of either party and where such payments are required to be returned by a subsequent decision, interest on such payments shall be paid at the statutory rate from the date of payment.

The Contractor shall comply with any decision of the Officer-in-Charge and Contracting Officer and proceed diligently with performance of the Contract pending final resolution by a circuit court of this State of any dispute arising under, or by virtue of, the Contract, except where there has been a material breach of contract by HART; provided that in any event the Contractor shall proceed diligently with the performance of the Contract where the Contracting Officer has made a written determination that continuation of work under the Contract is essential to the public health and safety. [Chapter 3-126, subchapter 3, HAR]

(g) Disputes involving HART claims against the Contractor. All disputes involving claims asserted by HART against the Contractor which cannot be resolved by mutual agreement shall be the subject of a decision by the Contracting Officer or designee as applicable. [HAR 3-126-29]

(h) Cost of Dispute. The Contractor shall pay to HART the amount of HART's costs, including but not limited to, attorneys' fees, consultants' fees and expenses, if HART prevails on its claim against the Contractor or successfully defends against a claim asserted by the Contractor.

(i) FTA concurrence may be required for any settlement or judgement entered by a court having competent jurisdiction. The FTA reserves the right to concur in any compromise or settlement of any claim involving this Contract.

## **END OF CHAPTER**

### **11. SECTION SP 7.1 General**

GCCC Subsection 7.1.2(b), Commencement of Work, shall be amended by adding the following sentence to the beginning of the subsection:

“Work will be assigned on a Task Order basis. Preparation of Task Orders will be pursuant to Special Provisions Attachments B-1 and B-2. The Contractor is precluded from refusing a Task Order issued under the Contract. Failure to provide performance and payment bonds and/or failure to perform Work under a Task Order issued under the Contract in a timely manner shall be deemed a rejection of the Task Order by the Contractor and HART has the right to either self-perform or have the Work performed by another Contractor. ~~If the solicitation resulted in a multi-award HART, at its sole discretion, may issue the Task Order to the other awarded Contractor.~~”

GCCC Subsection 7.1.10(f) shall be deleted in its entirety and replaced with the following:

“(f) **Performance Bond.** Unless otherwise specifically stated elsewhere in the Task Order that a longer period is intended, a Task Order performance bond shall be in full force and effect for the duration of the Task Order and for a period of one year after final acceptance of the Task Order by the Officer-in-Charge.”

**12. SUBSECTION SP 7.3.2 Utilities Relocation; New Connection Services**

GCCC Subsection 7.3.2(c) shall be deleted in its entirety and replaced with the following:

“(c) **Utilities Relocation.** All Work and Payment associated with relocation of utilities shall be specified in Task Orders issued under the Contract.”

**13. SUBSECTION SP 7.3.3 Known Utilities and Similar Facilities**

GCCC Subsection 7.3.3(a) shall be deleted in its entirety and replaced with the following

“(a) Where removal or relocation of known utilities is necessary to accommodate construction, such removal or relocation shall be specified in Task Orders issued under the Contract and be performed at the unit prices for the various items of Work as set forth in the Schedule of Rates, unless it is specified in the Task Order that it will be performed by HART or others.”

**13. SUBSECTION SP 7.5.2 Key Personnel and Project Organization**

GCCC Subsection 7.5.2(a) shall be deleted in its entirety and replaced with the following:

“(a) The Contractor shall identify key personnel necessary to fulfill the requirements of Task Orders issued under the Contract. Such personnel identified in the Contract Documents and discussed below shall support Task Orders issued hereunder and the associated level of effort will be identified at the Task Order level. Pricing, measurement, and payment for Work associated with these personnel will be established at the Task Order level.

**14. SECTION SP 7.6 Construction Progress Documentation**

GCCC subsection 7.6 shall be deleted in its entirety and replaced with the following:

**“SP 7.6 Construction Progress Documentation**

**7.6.1 General**

(a) Scheduling of Work performed by the Contractor under this Contract shall be in accordance with the requirements of this Section.

(1) The requirements specified herein are established to ensure adequate planning, scheduling, management, and execution of the Work by the Contractor and to enable HART to evaluate progress and validate the Contractor payment requests.

(2) Development of the Task Order (TO) Schedule, cost loading of the schedule, monthly TO Schedule Updates, payment requests, and TO status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling, using Primavera P6

Professional Project Management Version 8.3 or later (hereafter referred to as “Primavera” or “P6”).

(3) Submit schedules and reports as specified in this Section, but at a minimum once per month with the Contractor’s payment request.

(4) The Contractor shall follow HART’s guidelines regarding required Project coding structure, Work Breakdown Schedule (WBS) dictionary and terminology, and Primavera Methodology.

(5) The Contractor shall be responsible for (a) Critical Path Method Schedule, (b) analyzing and reporting schedule progress, (c) forecasting future schedule performance, and (d) estimating, monitoring, and reporting monthly costs.

(b) Task Order Schedule

The Contractor shall develop, submit, and maintain a cost-loaded Task Order Schedule within 30 days of TO NTP to effectively manage and control the performance of the Work. The TO Schedule shall logically incorporate all construction activities for the entire Task Order. In addition to the logical construction activities, the TO Schedule shall also include the times for procuring materials and equipment, Contractor quality control, acceptance testing, and training. If any construction activity requires HART review, that submittal review time shall be included in the TO Schedule. TO Schedule Requirements include, but are not limited to, the following:

(1) HART’s WBS, Global Activity Codes, and activity naming conventions shall be incorporated through use of the HART provided P6 schedule template into the BPS.

(2) The TO Schedule shall include required milestones as directed by the TO.

(3) The CPM shall be extracted, identifying the BPS critical path and longest path.

(4) The Contractor shall provide the BPS TO Schedule electronically in Primavera (.xer) and Adobe (.pdf) formats.

(5) At a minimum, the Contractor shall utilize the established Global activity codes for each activity as included in the schedule template. Once established, activity codes and values cannot be changed without approval of the Officer-in-Charge.

(6) Other requirements of the BPS TO Schedule shall include, without limitation, as follows:

(A) Construction activities are to be shown in work days (material procurement can be in calendar days.);

(B) The BPS TO Schedule shall not have any activity with a duration longer than 20 working days, with the exception of submittal review/approval, material fabrication / procurement activities, unless otherwise approved by HART. Activity duration shall

- equal total number of actual working days required to perform that activity, excluding weekends, holidays, and non-work periods;
- (C) Show contract milestones and completion dates. At a minimum, show project start date milestone, Substantial Completion Date, Contract Completion Date, Final Acceptance milestones, constraints, sequence of work and operational restrictions specified in the Contract;
- (D) Identify as separate activity, HART-furnished materials and equipment, if any.
- (E) Approvals, tests or inspections required by or performed by regulatory agencies or other third parties;
- (F) Dependencies (or relationships) between activities;
- (G) Cost loading shall consist of the total contract price of performing each activity and the budgeted quantity associated with that price. This data will correspond directly with the schedule of values which will form the basis of monthly payment requests. The sum of prices for all activities shall equal TO price;
- (H) Show the interface with Work of other contractors, HART, and other agencies such as utility companies, including access to and availability of Work areas.
- (I) With the exception of the Contract execution and Contract Completion Date milestone activities, no activity shall be open-ended. Each activity shall have predecessor and successor ties.
- (J) Once an activity exists on the schedule it may not be deleted or renamed to change the scope of the activity and shall not be removed from the schedule logic without approval of the Officer-in-Charge. The ID number for a deleted activity shall not be re-issued for another activity;
- (K) Submit a written narrative discussing basic assumptions, detailed activities, restraints, productivity and installation rates, construction staging plans, maintenance of traffic, quantities, potential problem areas, permits, construction equipment planned, construction phases being considered, and other elements related to developing the TO Schedule;
- (L) Submit a list of anticipated non-working days, such as weekends and holidays. The schedule shall exclude in its working day calendar all non-working days on which Contractor anticipates critical Work not be performed.

(c) Schedule Acceptance Prior to Start of Work

The Contractor shall schedule a preliminary meeting after TO execution to discuss the proposed schedule and requirements prior to the Contractor preparing each TO Schedule.

(d) Scheduling Software; Software Settings and Restrictions

- (1) Project schedules shall be prepared and maintained using Primavera P6 or later version as directed by HART. Importing data into P6 using data conversion techniques or third party software will be cause for rejection of the submitted schedule.
- (2) Software Settings and Restrictions.

(A) Activity constraints: Date/time constraints, other than those required under the TO,

will not be allowed, unless accepted by the Officer-in-Charge.

(B) Identify any constraints proposed and provide an explanation for the purpose of the constraint in the schedule narrative report.

(C) Default Progress Data Disallowed: Actual start and actual finish dates on the CPM schedule shall match the dates on the Contractor Quality Control and production reports.

(D) Scheduling calculations and out-of-sequence progress, if applicable, shall be handled through “Retained Logic,” not “Progress Override.” All activity durations and float values will be shown in Work days. Activity progress will be shown using “Remaining Duration.” Default activity type will be set to “Task Dependent.”

(3) TO Project Schedule Settings and Parameters. The following settings and parameters shall be included in preparing the TO Schedule, however, may be changed or added by HART during the term of the Contract:

(A) General: Contractor’s Calendars and Activity Codes should be defined or established at the “Project” level, not “Global” level;

(B) The “Time Periods” tab under “Admin Preferences” should be set as follows:

(i) Time periods for P6 should be set to 8.0 hours/day, 40.0 hours/week, 172.0 hours/month and 2000 hours/year;

(ii) The “Allow users to specify the number of work hours for each time period” should be unchecked.

(C) Under the “Project Level, Date” tab, set “Must Finish By” date to “Contract Completion Date.”

(D) Under “Project Level, Default” tab, set as follows:

(i) Duration Type: Set to “Fixed Duration & Units”;

(ii) Percent Complete Type: Set to “Physical”;

(iii) Activity Type: Set to “Task Dependent.”

(iv) Calendar: Set to “Standard 5 Day Workweek.” The calendar shall reflect Saturday, Sunday, Federal and State holidays, and all non-work days. Alternative calendars may only be used with the Officer-in-Charge’s approval.

(E) The “Project Level, Calculations” tab should be set as follows:

(i) “Reset remaining duration and units to original”: Should be checked;

(ii) “Subtract actual from at completion”: Should be checked;

(iii) “Recalculate actual units and cost when duration % complete changes”: Should be checked;

(iv) “Update units when costs change on resource assignments”: Should be checked;  
and

(v) “Link actual and actual this period units and cost”: Should be checked.

(F) The “Project Level, Settings” should be set as follows:



- (i) "Define critical activities"; and
- (ii) Check "Total float as the longest path."

(G) The "Work Breakdown Schedule Level, Earned Value" tab should be set as follows:

- (i) Under "Technique for computing performance percent complete," select "Activity percent complete";
- (ii) Under "Technique for computing estimate to complete (ETC)," select "ETC = remaining cost for activity."

(f) Current Project Schedule

(1) Following the acceptance of the Contractor's Schedule, the Contractor shall monitor progress of the Work and adjust the schedule each month to reflect accurate progress. The monthly updated schedule submission shall be referred to as the current or updated Project Schedule.

(2) The Contractor shall schedule and meet with HART (weekly) to discuss the current Project Schedule, progress of the Work, and any potential changes to the current TO Schedule. The Contractor gain HART concurrence of all changes before such changes are incorporated into the current Schedule. Contractor shall also bring to HART's attention the minor changes to the current Project Schedule that affect the sequences or durations. The current TO Schedule shall be updated monthly with progress (actual start dates, actual finish dates, remaining duration, and percent complete). The end of the monthly period shall be the last Friday of each month. The submission of an acceptable, TO Schedule to HART is a condition precedent to the processing of Contractor's pay request. An acceptable, updated TO Schedule shall be submitted to HART regardless of whether a Contractor's pay request will be submitted electronically for the given period. The Contractor shall submit the progressed TO Schedule with the Request for Payment and a narrative report containing:

- (A) Progress made in each area of the Project;
- (B) Critical path;
- (C) Date/time constraint(s) other than those required by the Contract;
- (D) Changes to activities, original or remaining durations that have not started, logic, planned sequence of operations, critical path, or cost loading.
- (E) Any decrease in previously reported activity earned amount;
- (F) Pending items and status thereof, including permits, change orders, and time extensions;
- (G) Status of Contract Completion Date and interim milestones;
- (H) Current and anticipated delays (describe cause of delay and corrective actions); and
- (I) Description of current and future schedule problem areas.

(3) Earned Value Report: All listed activities shall be cost-loaded and have a budget amount. The earned value report shall include the compilation of total earnings on the Project from the Notice to Proceed to the current progress payment request. The report shall show the

current budget, previous physical percent complete, to-date physical percent complete, previous earned value, to-date earned value and cost to complete on the report for each activity.

#### 7.6.5 Schedule of Values; Periodic Payment Schedule

(a) The Contractor shall extract from the TO Schedule a Schedule of Values with projected monthly payment schedule for the life of the TO with a breakdown of the Price Items and Values of the Work to be provided under the Contract.

(b) The Contractor shall provide a projection of the monthly payment schedule for the life of the Project, referred to here as the Periodic Payment Schedule (PPS). The PPS should reflect the Project Schedule and the estimated value of the Work to be completed on a monthly or periodic basis. The PPS cumulative value shall not exceed the Total Contract Amount. The Contractor shall update and revise the PPS prior to the next pay request.

(1) The cost-loaded TO Schedule will provide the basis for periodic payments and will include:

(A) Costs for material/equipment are paid for after installation, labor and construction equipment assigned to their respective construction activities;

(B) The value of inspection/testing activities shall not be less than 10% of the total costs for procurement and construction activities;

(C) The Contractor's overhead and profit to each activity shall be evenly dispersed over the duration of the Project;

(D) Each cost-loaded activity shall have a detailed quantity breakdown and unit of measure.

(c) Contractor shall support and provide periodic special schedules as may be necessary for HART to report Contract status to the FTA.

#### 7.6.6 Look Ahead Schedules

(a) Contractor shall prepare rolling "Look Ahead" Schedules for each weekly or bi-weekly progress meeting. Look Ahead Schedules shall be a detailed snapshot of the current TO Schedule covering the current 4-week Work Project period, including one past week, the current week, and the two weeks looking forward. The Look Ahead Schedules shall include efforts of all subcontractors and suppliers during this current period.

(b) Additionally, the Look Ahead Schedule shall include upcoming outages, closures, preparatory meetings, initial meetings, and critical path activities. The preparatory and initial phases for each definable feature of Work shall be added to each 4-Week Look Ahead Schedule and will also be included in each monthly update. The Look Ahead Schedule shall be keyed to current TO Schedule activity numbers.

#### 7.6.7 Data Date

(a) Contractor shall base all reports, pay requests, schedule updates on a specific date(s) in the life of the Contract upon which the defined system of reporting is to provide actual project status, and accomplishments to date.

(b) The Data Date (DD) for documents, including TO status reports, progress measurements for payment, schedule updates, should be the last Friday of the month. The DD is also referred to as the “as-of-date” and the “time now date”.

## **15. SECTION SP 7.7 Photographic Documentation**

GCCC section 7.7 shall be deleted in its entirety and replaced with the following:

### **“7.7 Photographic Documentation**

The Contractor shall take photographs of Work progression for each Task Order issued under the Contract. The specific requirements as to the level of effort of photographic documentation will be set forth on individual Task Orders. At a minimum, the photographic documentation shall be at the following stages of construction:

- (1) Date of initial access of all sites, as applicable,
- (2) Before commencement of the Work,
- (3) Weekly, during construction, and
- (4) Upon completion of the Work.”

## **16. SECTION SP 7.8 Submittal Procedures**

GCCC Section 7.8 shall be read to exclude the requirement for listed submittals to be provided via the HART Contract Management System (CMS). HART and the Contractor will establish a protocol for transmission of all submittal documents listed in GCCC Section 7.8 without the requirement for the Contractor to purchase and/or maintain CMS access. Other than the requirement to deliver submittals via the CMS system, all other submittal requirements of this section remain unchanged.

## **17. SECTION SP 7.15 Construction Facilities**

GCCC Subsections 7.15.1 (b) through 7.15.1 (q) shall be deleted in their entirety. It is HART’s expectation that the Contractor shall manage and deliver all Task Orders from their home office.

## **18. SECTION SP 7.16. Maintenance of Traffic**

GCCC Subsection 7.16.2 is deleted in its entirety and replaced with the following:

### **“7.16.2 Coordination with HDOT**

(a) Coordinate Work with HDOT (Highways and/or Airport), as applicable, throughout the Project on a daily basis. Use MOT plans as templates to develop traffic plans for specific construction operations in accordance with the following:

1. Submit MOT plans to HDOT or their representative, as applicable, for review and approval, and obtain an HDOT permit when constructing within State right-of-way. Plans for State Highways should be submitted to HDOT Oahu District.
2. Provide a 30-day advance notice to HDOT for any and all traffic restrictions on a State Highway lane or ramp, or within the Airport.
3. Coordinate with HDOT on all details of access and egress to the Work from HDOT right-of-way, and all details of construction staging areas within HDOT right-of-way.
4. A copy of a Master Agreement between HART and HDOT will be furnished to the Contractor upon Contractor's request.
5. Obtain approval for all lane closures or restrictions within HDOT right-of-way proposed by the Contractor. These include closures or restrictions along State Highways, lanes, or ramps.
6. "Lane rental fee" applies to violations of HDOT maintenance of traffic restrictions. Contractor shall be responsible to pay for lane rental fees.
7. Obtain HDOT approval to close additional lanes, left-turn movements, and cross street movements not shown in the MOT plans. These closures may only be considered for non-peak traffic periods."

## **19. SECTION SP 7.17 Discovery of Contaminated Material**

GCCC subsection 7.17.1 (a) is hereby amended by adding the following sentence at the end of the subsection as follows:

"The requirements of this subsection may be amended as agreed to in the EHE-EHMP prepared for this Contract. The Programmatic EHE-EHMP applies to all ground disturbances."

GCCC subsections 7.17.1 (b) – (c) shall be amended by excluding references to Project Technical Specifications "02 26 00 Discovery and Assessment of Suspect Contaminated Material" and "02 61 01 Removal and Disposal of Contaminated Material".

GCCC subsection 7.17.1 is hereby amended by adding the following new subsection (e) as follows:

### **"(e) Cooperation with Hazardous Materials Contractor.**

1. HART has contracted with a Hazardous Material Contractor, who is responsible for handling of all hazardous materials. Contractor shall cooperate and share the work site with HART's Hazardous Materials Contractor.
2. If HART's Hazardous Materials Contractor has rendered the hazardous material harmless, the Contractor shall handle the material in accordance with the contract

requirements.

3. If HART's Hazardous Materials Contractor cannot remediate the material at the site, it will be removed from the site by others.
4. No additional compensation will be provided for coordination with the Hazardous Materials Contractor nor for any delays caused due to this coordination."

## **20. SECTION SP 7.19 Protection of Water Resources and Temporary Dust and Erosion Controls**

GCCC subsection 7.19.1(a) shall be amended by including an additional reference to the CCH Administrative Rules 20-1: Rules Pertaining to Water Quality.

GCCC subsection 7.19.2(b) shall be amended by deleting subsections (2) and (3). The requirements of subsection (1) shall be specified at the Task Order level, as required.

## **21. SECTION SP 7.20 Invasive Species and Noxious Weed Management**

GCCC Subsections 7.20.2, Contractor's Duties and 7.20.3, Inventory and Eradication of Noxious Weeds shall be deleted in their entirety and relevant provisions shall be included at the Task Order level, as required.

## **22. SECTION SP 7.22 Environmental Compliance**

GCCC Section 7.22 shall be deleted in its entirety and replaced with the following:

### 7.22.1 General

- (a) The Contractor shall prepare a Contract-level Environmental Compliance Plan (ECP) for the anticipated construction work to be done under the Contract. The Contractor shall use the HRTM Mitigation Monitoring Plan (MMP) (Attachment E) as guidance to prepare its ECP. The Contract ECP may be further detailed at the Task Order level as required.
- (b) The Contract-level ECP must be approved by HART prior to the Notice to Proceed on the first Task Order.

### 7.22.2 Environmental Compliance Plan (ECP)

- (a) The Contractor's Contract-level ECP, at minimum, shall include the following:

(1) Roles and Responsibilities: Identify roles, responsibilities and authority, and communication protocol for environmental matters. Include an organization chart for flow of communication to include names of on-site staff and HART members involved.

(A) Procedures for environmental emergency response:

- (i) Names of contacts on Project team and regulatory authorities;
- (ii) Office, 24-hour, and mobile telephone numbers, e-mail address; and work address; and
- (iii) Actions to be taken during an environmental emergency situation.

(2) Pre-Construction General Assessment: The Contractor shall review relevant existing background reports and studies for Contract Corridor for environmental conditions and constraints, including but not limited to, historical, archaeological, cultural, and sensitive natural features. The ECP shall include HART provided environmental constraint maps showing the location and extent of wetlands, waterways, floodplains, and habitats; historical, archaeological, and cultural resources; ordinary high water mark; and other sensitive environmental resources.

(3) Permits:

(A) Identify all necessary environmental permits and approvals, including:

- (i) List of all environmental permits and approvals obtained or to be obtained (including those obtained by HART), identifying the issuing regulatory authority contact information and anticipated schedule.
- (ii) Date and duration of approval, and any conditions stipulated, in each environmental permit or approval.

(B) Identify key restrictions or limitations (e.g., limit of wetland fill, mitigation requirements).

(4) Resource Protection and Procedures:

(A) Describe the general procedures for protection of resources and describe the process for unanticipated impacts or finds, including archaeological resources or human remains. Detailed procedures may be required at the Task Order level. The Plan shall include procedures for the following, if applicable:

- (i) Water quality and sediment/erosion control;
- (ii) Air quality and dust control;
- (iii) Noise and vibration control;
- (iv) Archaeological resources;
- (v) Historic properties;
- (vi) Contaminated Material and construction waste management;
- (vii) Water resources;
- (viii) Wildlife and fish protection; and
- (ix) Invasive species and noxious weeds – Task Order level only.

(5) Environmental Compliance Monitoring Program:

(A) The Contract ECP will identify general procedures for environmental monitoring, reporting, and record keeping. Specific monitoring requirements including locations and frequency may be detailed at the Task Order level as required.

### 7.23.3 Environmental Compliance Monitoring Program

(a) The Contractor shall monitor the Project throughout construction to confirm adherence to regulations, approvals, permits, and environmental performance standards.

(b) Frequency of monitoring will be determined by the Contractor at the Task Order Level, which will be determined based on the level of construction activity, proximity of activity to sensitive resources, and the environmental issues associated with the Work location; and, a frequency that will ensure there is ongoing compliance with the applicable permits, laws, and regulations.

(c) Incidents of non-compliance noted by the Contractor's field staff or HART shall be field reviewed by the Construction/Project Manager.

#### **(d) Construction Monitoring Report**

As part of the Environmental Compliance Monitoring Program, the Contractor shall submit to HART a monthly Environmental Construction Monitoring Report. This will be a summary-level report based on activities associated with the individual Task Orders for that month.”

## **23. SECTION SP 7.24 Public Awareness and Community Relations**

GCCC Section 7.24 is hereby deleted in its entirety and replaced with the following:

### “SP 7.24 Public Awareness and Community Relations

#### 7.24.1 General

The public awareness and community relations program is intended to keep the public, residents, business owners and other stakeholders informed about construction work the impacts that construction may have, and the Contractor's commitment to lessen and mitigate disruptions to the extent possible. The program must address how best to prepare the community for construction work and include pre-construction coordination, business surveys, public outreach, business mitigation programs, stakeholder communications, construction impact mitigation programs, a process for responding to complaints related to construction work, and techniques for proactively working with businesses to lessen the impact of construction.

#### 7.24.2 HART's Roles and Responsibilities

(a) HART's Role. HART has overall responsibility for public awareness and community relations for the entire H RTP from East Kapolei to Ala Moana.

(b) HART's responsibilities include:

- (1) Providing leadership in establishing the Project's communications policy and strategic direction;
- (2) Providing overall public awareness and community relations goals and objectives;
- (3) Reviewing the Contractor's communications programs and products for consistency system-wide and in line with the HART's overall public awareness and community awareness efforts;
- (4) Conducting HART-sponsored public relations activities targeted to the general public; and
- (5) Monitoring the Contractor's performance for compliance with the Contractor's public awareness and community relations program plan discussed below.

#### 7.24.3 Contractor's Roles, Responsibilities, and Requirements

(a) Contractor's Role. The Contractor is the primary, in-the-field focal point for the public awareness and community relations program to successfully prepare affected neighborhoods and business owners for construction, and to mitigate the impact of construction. The Contractor's responsibility is to fully implement its public awareness and community relations plan (the "PA/CR Plan") developed for this specific Contract, described below, and to meet all the requirements set forth in Section 7.24 of the General Conditions. Through implementation of its PA/CR Plan, the Contractor is expected to increase public awareness and understanding of the construction work, collect public input and feedback from residents, schools, community organizations, and businesses impacted by construction, and to develop programs to address construction impacts. The PA/CR Plan must be refined and updated at least semi-annually based on feedback from the community and from HART. The Contractor must also be available to support HART's public outreach efforts related to construction and business mitigation. The Contractor's public outreach team must also hold weekly Public Outreach Task Force meetings with HART's public outreach team to provide updates, status reports regarding their work, and highlight any issues or concerns in the field.

(b) Contractor's PA/CR Plan. Within thirty (30) days of the NTP, the Contractor shall complete and submit to HART its draft PA/CR Plan. The PA/CR Plan shall address each of the topics described below and must be consistent with HART's Public Involvement Plan. The PA/CR draft and final plan is a contract deliverable that is not complete until the final plan has been



accepted by HART in writing.

(1) PA/CR Strategies: The PA/CR Plan shall include specific strategies and plans for each of the following areas. The requirements set forth herein shall also be included in the PA/CR Plan:

(A) Pre-construction Coordination. Provide a detailed plan that explains how the Contractor will effectively coordinate with businesses, residents, schools, community groups and other organizations impacted by construction.

(B) Business Surveys. Provide a detailed plan for conducting business surveys in which the Contractor compiles a catalog of existing businesses directly on the project alignment fronting the construction zone and particularly in the immediate corridor where construction is anticipated to occur. These surveys shall include profiles that identify facility access, the type of business, and relevant details, such as how it receives deliveries and serves its customer base. This information shall become part of the PA/CR database, which the Contractor shall utilize during the course of construction as the Contractor develops its work plans in compliance with the Contract, a jurisdictional authority, or other third party interest.

(i) Database. The Contractor must accurately identify all stakeholders, including businesses, residents, schools, community groups and other organizations impacted by construction and shall log all contacts (including contacts made when canvassing<sup>1</sup>, during face-to-face visits, email, phone calls and other communications) it has made with the public into a PA/CR database. The information shall be entered into a searchable database within three (3) days of contact by the Contractor. The database and its content will be made available to HART upon request. The database shall include, at minimum, the following:

- a) Contact name, business name, address, phone number;
- b) Dates and times when contact was made;
- c) Detailed descriptions of the type of business, including any relevant special needs, or challenges;
- d) The person responding to the contact;

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<sup>1</sup> “Door-to-door canvassing” for private residential areas means that the Contractor must identify landowners/property managers close to the alignment who will be the subject of canvassing efforts and conduit to send information to residential tenants. For buildings with multiple tenants, the Contractor shall route communication through the property managers/building owners who will then convey the information to tenants. For all businesses and buildings off the alignment, Contractor will be required to obtain basic contact information in their database in order to send construction notifications to fulfill the written notification construction requirements.

- e) How the contact was made (in person, phone, e-mail, facsimile);
- f) A brief description of the nature of the contact;
- g) A brief description and sample of handouts or collateral;
- h) Any other data the Contractor deems appropriate to enhance its public awareness and community relations program and operations; and
- j) A brief description of how and when any issues or concerns were resolved.

(C) Residents Preparation. Within 120 days of NTP, the Contractor shall develop a Construction Safety Awareness Training Program under which the Contractor will educate the public on how to co-exist with major construction in their community. The Contractor shall also identify the various materials that it will develop to use to reach the diverse demographics of the community's stakeholders.

(D) Facilities Preparation. The PA/CR Plan will include details regarding how the Contractor will establish advance coordination with large institutional facilities, such as schools health care and community centers, and other service providers so that special access or environmental issues are properly coordinated between the Contractor and the institutional facilities. The coordination plan should include coordination with special departments within school districts as well as site facility management, who may have recommendations that may result in changes in access routes. The Contractor's goal and intent is to reduce interruptions to the operation of the facility or those who rely on its services. Contacts should be made in collaboration with HART's public outreach team.

(E) Public Outreach. The Contractor shall develop a comprehensive strategic outreach plan to advise the public of construction activities, using a full range of communication tools. The PA/CR plan shall identify which communication tools will be used in order to be most effective. At a minimum, door-to-door canvassing program of information, meetings with businesses, monthly community meetings, email notifications and social media tools shall be used. The PA/CR Plan shall include the process for advance public notification regarding construction activities and traffic updates. While construction notices are issued in advance for planned events that may generate an impact to the public (i.e. notice, vibration, dust, road closures, and detours), the Contractor shall also notify HART immediately of unplanned events (such as accidents or unanticipated project related closures/detours) and provide the information needed by HART to notify the public. That includes content for news releases and content for social media and website posts. The

Contractor is also responsible for developing collateral material relative to construction work, including, fact sheets, videos, renderings, or other materials to further educate the public about construction activities and to promote Project milestone events.

(i) Public Interaction. The Contractor shall maintain day-to-day communication with area residents, businesses, and commuters affected by construction. The communication will address what to expect and how to deal with Project-related disruptions, impacts or issues. It shall be accomplished by canvassing, monthly community meetings, tailored business briefing, flyers, or a combination of these techniques. If residents, businesses, commuters, or other members of the public have questions or comments related to construction or in preparation for construction, the first point of contact shall be the Contractor.

(ii) Public Notifications:

- a) The Contractor shall provide adequate advance notification of construction progress and upcoming events to the general public and to affected businesses and residents along the Project area. The Contractor will also provide information to help mitigate the immediate and long-term construction impacts on affected businesses, residents and commuters. In addition to mailers and collateral notices, the Contractor shall prepare public notices and information for paid media as requested by HART, which includes radio, television PSAs, All such public notices for media shall be approved by HART prior to release and all costs for paid media are the responsibility of the Contractor. Notification attributed to unpredictable events (e.g., damage to utility lines, extended street closures) shall be issued to the public as expediently as possible.
- b) In addition to any other requirement contained herein, the Contractor shall provide the specific notifications specified in the Table of Notifications contained below:

**Table 1: Table of Notifications**

Notice	Requirement
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30-day construction overall notification in advance of construction; a minimum of 14 days' notice for lane closures and other traffic impacts	Provide written notification of construction thirty (30) days prior to construction. Provide access maps per the Maintenance of Traffic Plan (MOT). As work continues through the corridor a minimum of 14 days' notice regarding lane closures and traffic changes is required.
Utility outages	Provide a written notice at least seven (7) days in advance of, but not more than fourteen (14) days before, utility shut-off and diversions. In addition, all utility shut-off/diversion announcements shall be a personal visit from the Contractor's PA/CR Team.
Weekly construction updates	Provide a construction update to each business or resident fronting a construction zone. The update shall be a personal visit from the Contractor's public outreach team. <sup>2</sup>
Emergencies, unforeseen utility disruptions, hazardous conditions, traffic signal emergencies, security and loss of access	See SP Subsection 7.24.3(b)(1)(E)(iv) below.
Road and driveway closures or changes to Access Maps	Provide written, email notice at least fourteen (14) days in advance to all businesses/residential owners and/or property managers.
Work Zone Traffic Control	The Contractor shall provide Work Zone Traffic Control in accordance with the Department of Transportation – Highways: 2005 Standard Specifications as described in Section 645 in its totality.
Removal of surface encroachment, such as privately owned plants and shrubbery, from the City's right-of-way	Provide notice to affected owners at least fourteen (14) days in advance of the commencement of the removal. Provide construction start date and the location of plants or other encroachments to be removed for each owner.

(iii) 24-Hour Public Information Hotline: HART has established a 24-hour public information hotline for the Project. The Contractor will assist by ensuring that a Contractor representative shall be available at all times to respond to inquiries and reports generated via the hotline and reported by HART. The Contractor shall develop written scenarios containing guidance needed to address

<sup>2</sup> After the initial in-person canvassing visit, updates may be provided directly to decision makers via email and other in-person visits may be appropriate from time to time as directed by HART.

current issues called into the hotline. The scenarios shall include Project information, on-going and future construction activities, lane closures, detours and so forth.

(iv) Emergency, Unforeseen Utility Disruptions, Hazardous Conditions, Traffic Signal Emergencies, Security, and Loss-of-Access Notifications

- a) The Contractor shall develop an emergency phone-tree procedure in conjunction with HART.
- b) The Contractor shall initiate immediate response to emergencies unforeseen utility disruptions, hazardous conditions, traffic signal malfunctions and loss-of-access by appropriately trained personnel within thirty (30) minutes.
- c) The Contractor shall notify the general public, residents, and business owners impacted by an emergency or unforeseen disruption as directed by HART. At a minimum, the notification shall include:
  - 1) Cause of emergency and/or disruption (i.e., whether it is construction-caused or -related or not);
  - 2) Actions being taken to alleviate the situation; and
  - 3) The anticipated duration of the disruption.

(v) Complaint/Comment Forms: Public feedback is essential. The Contractor shall include in the PA/CR Plan the means and method of providing and supplying complaint/comment forms to businesses and residents along the Project corridor as a method for the public to obtain information and express their concerns. The forms should be designed as source documents used to enter information into the database. The forms shall indicate the Contractor's business address, email address, website address, a contact phone number and fax number where the forms can be sent.

(vi) Responses to the Hotline Calls. The Contractor shall:

- a) Respond to complaints within twenty-four (24) hours; and
- b) Evaluate and immediately respond to emergency calls relating to hazardous conditions, diminished security, or loss of access or utility services on a case-by-case basis. The Contractor shall inform HART of what action(s) have been taken to address the issue.

(F) Construction Impact Mitigation. The Contractor shall develop ways to reduce construction impacts including, but not limited to, noise, vibration, dust, visibility, and access. All public concerns by residents and owners who believe they have been adversely impacted by

construction shall first be directed to the Contractor. If the impact can be mitigated immediately, such as coordinating the construction activity schedules or repositioning of equipment, the PA/CR Plan shall indicate that the Contractor shall provide immediate mitigation, when possible. If the nature of the concern requires more complex action, the PA/CR Plan shall set forth the protocol, including engaging the support and direction of HART's Construction Manager. All calls from the public shall be logged and maintained in the Contractor PA/CR database as part of the record keeping by the Contractor and made available to HART upon request.

(G) Business and Residential Impact Mitigation. The primary target audience for business and residential impact mitigation during construction is business owners and residents in close proximity to the rail corridor who are expected to be impacted by construction activities, traffic re-routing (lane closures), and alternate traffic routing (detours). The PA/CR Plan shall include a detailed Business Impact Mitigation Plan (BIMP). The BIMP shall include the following:

(i) Construction Schedule/Maintenance of Traffic and Access: The Contractor shall issue for use by the general public, residents and business owners a detailed construction schedule that is understandable by a lay person. The schedule shall show the estimated construction start and finish dates. The schedule shall also show roadways for which traffic flow is expected to be rerouted and any required detours. The Contractor shall update the schedule when a change is made to the construction schedule and immediately notify HART and the public. The detailed schedule information and all updates shall be distributed in writing to all residents and business owners within a quarter-mile radius. The information shall also be distributed at neighborhood meetings and summarized for broadcast by the media.

(ii) Access Maps: The Contractor shall develop access plans with businesses and residents on each block and provide maps showing existing and planned patron, delivery, parking, and residential access during any construction period. The map(s) shall identify times of business operation and deliveries. The Contractor may show the utilization of alleys or adjacent driveways upon receiving written permission from the property owner having jurisdiction over such driveways or alleys. Individual business and residential access shall be recorded in the database within 72 hours. The Contractor shall provide the access maps and deliver them to the affected businesses or residences at least 14 days prior to construction.

(iii) Changes to Access: Notify businesses and residents in writing and by personal contact of any changes to access that

may impact them. Such notification shall be provided as soon as possible, but no later than 14 days prior to the start of construction in that area. Access to businesses must be maintained to allow them to conduct business.. Therefore, any adjustments made to access requires advance notification that includes the reason for the change, the duration, and maps so that the businesses my properly alert their customers.

(iv) Work within Private Property: In the event that the construction work to be done touches upon private property, the Contractor shall notify each affected property owner in advance with the approximate start date, completion date, the type of work that will be done, and answer any questions or address any concerns the property owner may have. Notification shall be made both in person and in writing. Such notifications shall be provided as soon as possible, but no later than three (3) weeks prior to start of construction.

(v) Garbage and Recycling Removal: The Contractor shall provide adequate access for all garbage and recycling removal. The Contractor shall have a timeline and plan, including identifying the public and private garbage and recycling removal services. The Contractor shall negotiate with the public and private garbage and recycling removal services and provide them access at agreed times.

(vi) Open for Business Signage: On blocks that are undergoing construction, the Contractor shall provide proper signage to ensure customers are aware that the impacted businesses are open during construction. At a minimum, the Contractor shall maintain “open for business” signage at intersections on both sides of the street that includes the names of the businesses impacted by construction where access is limited or disrupted. This signage shall be approved by HART and maintained throughout the duration of construction in any affected area. The Contractor is required to perform surveys of affected businesses to develop profiles that identify facility access options, understands how each business operates, receives deliveries, and serves its customer base.

(vii) Business Impact Mitigation Programs: Programs to mitigate the impact of construction will be developed and implemented by the Contractor. The BIMP will include detailed programs, strategies and tactics for assisting businesses through the disruption of construction. These programs should be revised and refined based on feedback from the affected businesses and in accordance with updates made to the PA/CR Plan.

(2) PA/CR Objectives: The overall objectives of the PA/CR plan are to:

(a) Provide information and increase public awareness of the construction work being done and construction impacts, including, but not limited to, traffic changes;

(b) Provide a successful roadmap for public outreach to lessen and mitigate construction impacts for impacted residents, businesses, community groups and organizations, motorists and commuters;

(c) Provide regular reports on Contract progress;

(d) Provide meaningful mechanisms for community outreach and responding to concerns; and

(e) Collect public input and feedback, and revise the plan based on that feedback to ensure effective and meaningful outreach programs; and

(3) The PA/CR Plan must place a high priority on being responsive to the concerns of the public, neighborhoods, and business owners throughout the life of the Contract.

(4) The Contractor shall fully implement and meet all the requirements set forth in its PA/CR Plan. Failure to do so shall be deemed a breach of contract.

(5) The Contractor shall update the PA/CR Plan as required but no less than semiannually, soliciting input from the businesses and residents along the corridor and the stakeholder representatives and using the PA/CR database. The Contractor must submit a copy of each draft update to HART for review, comment and approval before finalizing. To make the semi-annual requirement, the Contractor should be submitting updated drafts in four to five month intervals.

(c) Monthly Reports: The Contractor shall provide HART with a monthly report of activities undertaken and notifications provided in the implementation of the PA/CR Plan in the previous month and anticipated in the coming month. The monthly reports shall be submitted in a format acceptable to HART on or before the 10th day of the month for activities undertaken during the previous month. The progress report will be posted on the HART website and for use in other print and broadcast media outlets as needed. The information should be designed to prepare Project area residents and business owners for construction and to mitigate the impact of construction. HART has final approval on the content of these updates. The monthly report is a contract deliverable.

(1) By close of business Tuesday of each week, the Contractor shall submit a weekly written report to HART that identifies all canvassing work, written, and telephonic contacts with the general public, residents and businesses that occurred during the prior week properly documented in the database and canvassing log. The report will identify the Contractor representative who made



the contact, the name of the individual and/or business contacted, the reason for the contact, and the resolution of any issues discussed. The Contractor's PIM shall be available at the request of HART's to discuss the report; the Contractor's PIM's shall respond within two (2) hours of HART's request.

(d) Public Feedback. The Contractor shall assess the effectiveness of the PA/CR Plan, as fully implemented. One of the gauges of effectiveness will be public sentiment on the Contractor's construction. The Contractor shall obtain and gather public feedback on an ongoing basis but, at minimum, on a weekly basis, and provide the feedback in writing to HART. The Contractor shall use the feedback information to determine if changes are warranted in the delivery of information and interaction with Project area residents, businesses, and commuters and/or whether an update to the PA/CR Plan is needed. Based on the feedback information, HART may direct the Contractor to revise or update its PA/CR Plan so that it meets the public awareness and community relations program needs. This shall not be considered a change order, but a Contract requirement.

(e) The Contractor shall notify HART of all PA/CR issues that arise within one quarter mile adjacent to the Project's geographical limits for the Contract. Such notifications shall include PA/CR issues that may be attributed to other HRTTP contracts.

(f) Staff Requirements:

(1) Public Involvement Manager. The Contractor shall provide sufficient qualified staff to perform the services required. At a minimum the Contractor shall provide a full-time Public Involvement Manager (PIM) responsible for managing the Contractor's PA/CR Plan. The PIM shall be named as a key person on the Project list of Key Personnel and may not be replaced without the written consent of HART. The PIM must have a minimum of five years of related experience.

(2) Sufficient Staff. The Contractor shall have sufficient staff and personnel to fully and successfully implement its PA/CR Plan. Failure to do so shall be deemed a breach of contract.

(3) The PIM shall have "real-time" access to all Project details that may be relevant to the public, public agencies, emergency service providers, businesses, residents, etc. The Contractor's PA/CR team shall be the primary interface between the public and the Contractor's organization.

(g) Community Updates/Neighborhood Boards

(1) The Contractor shall organize and conduct monthly community meetings for the purpose of informing the public about the status of the Project

and give the public an opportunity to provide feedback and ask questions. All community meetings shall be advertised in neighborhood and community newsletters, through postcard notifications, and through email and social media. At a minimum, community updates shall be held once per month starting one month prior to construction. The Contractor is responsible for selecting an appropriate, easily accessible venue and for convening the meetings at a convenient time for maximum attendance. The information displayed or discussed shall include schedule, staging, maintenance of traffic and access, and any other Project information.

(2) The community meeting will be moderated by the Contractor. Representatives from HART may attend neighborhood board meetings as a resource when Contractor representatives present Project updates.

(h) Construction Tours. The Contractor shall participate in tours of the Project as requested by HART to discuss construction status, current activities, schedule and topics specific to the interest of the touring audience.

(i) Incident Notification. The Contractor shall prepare, maintain and manage an emergency response telephone tree. All appropriate stakeholder personnel shall be included on the telephone tree. The telephone tree is to be into respective areas of expertise to facilitate notifications being given for specific emergency situations.

(j) Media Relations

(1) An ongoing media relations program will be implemented and managed by HART. The Contractor shall provide timely information to HART regarding construction activities for use in media events. All media inquiries to the Contractor must be referred to HART. To ensure accuracy, the Contractor is not authorized to respond unless requested to do so by HART.

(2) The Contractor shall develop press releases at HART's request to keep the public, residents and business owners informed about construction and construction impacts, including traffic impacts. The Contractor shall submit press releases in draft form for HART review and approval prior to release to media outlets. The Contractor shall assist HART in the development of a process to ensure that official stakeholders and elected officials receive press releases before the media.

(3) Radio and television traffic reporters shall receive appropriate and timely updates on construction activity and traffic management information. These public service announcements shall be developed as part of the Contractor's traffic management information system.

(4) Except in emergencies, neither the Contractor nor any of its subcontractors nor their employees shall conduct or participate in media

interviews or events, radio or television broadcasts relating to the Project, without the consent and approval of HART. Should such events occur as a result of emergency situations the Contractor shall notify HART immediately

(k) Special Events

The Contractor shall assist HART as needed with the planning and implementation of special events that recognize significant Project milestone achievements, such as groundbreaking and media tours, etc.

7.24.4 Contract Deliverables

(a) Submittals by the Contractor under this Section include:

- (1) Contractor's PA/CR Plan and required updates
- (2) As a part of the PA/CR Plan, the Contractor's Business Impact Mitigation Plan and required updates
- (3) Monthly reports of activities undertaken to implement the PA/CR Plan
- (4) Reports for 24-Hour Public Information Hotline, including planned traffic route updates, parking resources, and construction activities for HART public information and hotline staff.

(b) A summary of the Contractor's activities under this Section include, but is not limited to:

- (1) Weekly report of public contacts and responses provide;
- (2) Access maps for business and residents including changes to access along with up-to-date access maps
- (3) Sample of construction mitigation signage and way-finding;
- (4) Public notices for scheduled disruptions including traffic, utilities, or any event which impacts the free flow of traffic through the construction zone
- (5) Public notices for unscheduled emergency, unforeseen utility disruptions, hazardous conditions, traffic signal emergencies, security and loss-of-access notifications
- (6) Monthly public notices with project updates regarding disruptions to be posted on the project website, print outlets, and media outlets
- (7) Notifications listed in Table 1: Table of Notifications
- (8) Written notices of utility shut-off/diversions to affected parties
- (9) Database log of all public communication contacts
- (10) Complaint / comment forms;
- (11) Notification flyers for Work within Private Property;
- (12) Public Service Announcements; and
- (13) Press Releases."

**24. SECTION SP 7.25 Project Identification**

GCCC Section 7.25 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 at the Task Order level. 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 Manual on Uniform Traffic Control Devices (MUTCD) size guidelines and be consistent with applicable City and County of Honolulu sign ordinance(s).”

## **CHAPTER SP-8 ADDITIONAL PERFORMANCE REQUIREMENTS**

**SECTION SP 8** – The GCCC is amended by adding new sections 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

**SP-8.2 Hawaiian Electric Company, Inc. (HECO) Construction Services – Contractor / Subcontractor Qualifications**

(a) **Construction Services.** Contractor will be required to perform services in support of relocation, new, permanent and/or temporary installation of HECO utilities under certain Task Orders issued under the Contract. As such, the Contractor will be required to meet, or exceed, HECO-specific qualifications requirements prior to Task Order execution. HECO construction services will include, but are not be limited to, the following Work: procurement of all required materials; installation of poles, cabling, wiring, and other materials necessary for completing the installation; required testing; planning and execution of the outage and transfer of the required electrification; and removal of the redundant poles and cabling.

(b) **Qualifications.** In order to perform HECO-specific Work on any Task Order issued herein, the Contractor shall demonstrate they possess the minimum qualifications set forth below either through its own forces or through a duly licensed Subcontractor engaged to perform the work. Any Subcontractor that the Contractor engages to perform HECO-specific work shall be pre-approved by HART prior to execution of the Task Order. The Contractor shall provide all documentation necessary to demonstrate the Subcontractor meets or exceeds the qualifications requirements below.

(c) **Qualification Requirements.** The following describes the minimum qualifications required to perform HECO construction services as required and specified under Task Orders:

- License C-13            Electrical Contractor
- License C-62           Pole and Line Contractor
- License C-62a         Pole Contractor
- License C-63           High Voltage Electrical Contractor

**SP-8.3 Buy America Act Compliance**

The Contractor shall comply with the requirements of the Buy America Act (“BAA”) as set forth in 49 U.S.C. Section 5323(j) and implemented by regulation in 49 C.F.R. Part 661. The offeror submitting with its offer a completed Buy America certificate in accordance with 49 CFR Section 661.6 is a matter of responsiveness. To the extent that the Contract, Task Order, or any referenced document specifies products that are not BAA-compliant, such specifications shall not be deemed to mean that Buy America requirements do not apply; rather, such specifications are deemed to establish minimum performance requirements and/or quality standards and are not a mandate to use those products. Contractor shall ensure the use of BAA-compliant products which meet minimum performance and quality requirements when performing Work under Task Orders. The cost of identifying and providing BAA-compliant products shall be included in the Price of each Task Order and the unit rates set forth in the Schedule of Rates in the Contract.

#### **SP-8.4 Contractor Access to the Site and Work**

HART will provide legal rights to the Contractor to access the Work as set forth in Task Orders issued under the Contract through right-of-way, easements or other agreements. Some of these agreements will be for a limited duration and the Contractor shall work with HART to coordinate need dates and minimize durations for access to these properties. 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. The Contractor will be responsible for acquiring any additional temporary construction easements or access permissions necessary for the Contractor’s convenience and/or means and methods.

#### **SP-8.5 Contractor’s Work Area**

##### **8.5.1 Use of Right of Way**

- (a) 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.
- (b) Residence trailers will not be allowed within the right of way or work area.
- (c) The Contractor shall remove all equipment, materials and rubbish from work areas which he occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 7.30, “Cleaning”, of the General Conditions and as directed by HART.

##### **8.5.2 Staging and/or Storage Areas**

- (a) Material/equipment storage at the site shall be limited to materials and equipment required to perform the construction currently in progress unless otherwise required which will be indicated at the Task Order level. Material/equipment shall not be stored at the site without the express permission of HART.
- (b) HART may provide necessary storage areas for materials ordered for Task Order requirements. Contractor is responsible for determining requirements for and obtaining all staging areas necessary for the project. The Contractor will be responsible for acquiring any and all permits and clearances necessary for that use, including, but not limited to those required by regulatory agencies for archeological, wetland, biological, and other issues (i.e., land use, noise,

Hazardous Materials) for staging areas. The Contractor shall collaborate with HART for any staging areas available within the right of way.

(c) The protection of stored Materials is the Contractor's responsibility. HART is not liable for any loss of materials, by theft or otherwise, or for any damage to stored materials. This provision is equally applicable if/when HART provides the necessary storage area.

(d) The Contractor shall be responsible for maintaining staging areas in accordance with Section 7.3, "Cleaning", of the General Conditions and as directed by HART. Waste materials, debris, and rubbish from the site shall be removed as soon as such materials become unfit for use. Upon completion of the Work, the Contractor shall restore the staging area to a condition equal to or better than existing. All damages shall be repaired by the Contractor at no cost to HART.

### **SP-8.6 Work Performed By Others**

(a) Utility relocations shall be performed either by the Contractor or by the designated utility company or agency as designated in the specifications and at the Task Order level. Except as noted below, construction of all utility relocations (including, but not limited to, site work, materials, installation and testing) is the responsibility of the Contractor. In addition, any concrete pads shown to support utility equipment shall be furnished in place by the Contractor.

(b) The following utility work will be performed by Contractor unless noted otherwise in the Task Order plans:

- i. Hawaiian Electric Company, Inc. (HECO) – Cabling and electrical equipment will be provided by the Contractor who will also install/connect/test and construct the conduit/duct banks/vaults/manholes/pull boxes or mount on overhead poles provided by the Contractor. HECO will perform "Hot-Phasing" for the work installed by the Contractor.

(c) The following utility work will be performed by others unless noted otherwise in the Task Order plans:

- i. Oceanic Time Warner Cable, LLC (OTWC) (SPECTRUM) – Cabling and electronic equipment will be provided by the utility owner, and will be installed/connected/tested by the utility owner in conduit/duct banks /vaults/manholes/pull boxes constructed by the Contractor or mounted on overhead poles provided by others.
- ii. AT&T Corp. (AT&T) – Cabling and electronic equipment will be provided by the utility owner, and will be installed/connected/tested by the utility in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor.
- iii. Other Dry Utility Owners – Cabling and electronic equipment will be provided by the utility owner, and will be installed/connected by the utility owner in conduit/duct banks/vaults/manholes/ pull boxes constructed by the Contractor.
- iv. Hawaiian Telcom, Inc (HTI) -- Cabling and electronic equipment will be provided by the utility owner, and will be installed/connected/tested by the utility owner in conduit/duct banks/vaults/manholes/pull boxes constructed by the Contractor or mounted on overhead poles provided by others.
- v. The Gas Company, LLC dba Hawaii Gas (HGC) – Pipes, valves and other gas

equipment will be provided, installed/connected/tested by the utility owner in trenches excavated, bedded and backfilled by the Contractor.

### **SP-8.7 Cooperation/Coordination with Work Performed By Others**

Other contractors will be performing work in the project area which may be in progress at the same time as this contract:

- Utility work performed by others in conjunction with this contract as described in Section 8.6
- City Center Guideway and Stations Contractor
- Airport Guideway and Stations Contractor
- On Call Construction IV Contractor
- All local, State, private developers, and others along the City Center corridor

In addition to the specific activities listed above, the Contractor is advised that the Hawaii Department of Transportation (Highway), Hawaii Department of Transportation (Airport), City and County of Honolulu and private utility companies and property owners may have various projects ongoing in and around the project area during the duration of this contract. The Contractor must coordinate with others in sharing the site and schedule the work of its forces as necessary to avoid conflicts.

### **SP-8.8 Work Sequence and Constraints**

Work sequencing and the requirements for accommodating any constraints, including work in any secure locations, if required, shall be managed at the Task Order level.

### **SP-8.9 Tree Removal and Disposition**

Tree Disposition, if required, shall be in accordance with the contract specifications and identified at the Task Order level.

### **SP-8.10 Schedule of Rates (“SOR”) / Measurement and Payment**

#### **8.10.1 Assumptions**

- (a) Management direct labor costs, such as management oversight, quality assurance, health and safety, environmental monitoring, public involvement, interface management, project controls, and other costs of superintendence will be specified and established at the Task Order level based on the level of effort and rates set forth in Exhibit 22b. Direct labor associated with Work items shall be included in the unit rates discussed below. Overhead such as home office overhead, waste disposal, postage, telephone, printing, utilities, small tools, storage sheds, and supervisors’ and foremans’ vehicles and other such items are to be included in the unit rates.



- (b) Maintenance of Traffic (MOT) costs, Service Reconnections and 3rd Party Utilities Inspection Fees will be specified and established at the Task Order level and paid through an allowance set on the contract in Exhibit 22a. The parties may agree to a lump sum price at the Task Order level.
- (c) Disposal of Excess Materials – The cost of disposal of excess materials shall be included in the unit rate cost for those specific Work Items.
- (d) All costs associated with the development, updates and monitoring/reporting requirements related to the plans required in the GCCC and specified below, shall be included in the unit rates established in the Exhibit 22a SOR:

- (1) Safety and Security Certification Plan
- (2) Safety and Security Management Plan
- (3) Site Safety and Security Plan
- (4) Contractor Health and Safety Plan
- (5) Quality Assurance Plan (QAP)
- (6) Inspection and Testing Plan
- (7) Construction Waste Management Plan
- (8) Environmental Compliance Plan
- (9) Site-Specific BMP Plan
- (10) Site-Specific Best Management Plan
- (11) Public Awareness and Community Relations (PA/CR) Plan
- (12) Business and Residential Impact Mitigation Plan

Maintenance of Traffic (MOT) Plans, Traffic Control Plans (TCP), and Detour Plans (shall be priced at the Task Order level)

- (e) Examples of Work Items that will be paid for on a force account basis are listed below and shall not be included in unit prices. Allowances for these items have been established in the SOR:

- (1) Leveling Surfaces (non-routine)
- (2) Water Pollution, Dust, and Erosion Control (additional)
- (3) Exploratory Work at Structure Footings
- (4) Potholing (non-routine)
- (5) Maintenance of Existing Landscape Areas (non-routine)
- (6) Repair of Existing Sprinkler Systems (non-routine)
- (7) Screening and Testing of Materials (non-routine)
- (8) Dewatering (non-routine)
- (9) Additional Police Officers and Additional Traffic Control Devices, (above HSS requirements)

- (f) All applicable taxes shall be included in the unit rates for Exhibit 22a SOR and item rates for Exhibit 22b.

### 8.10.2 Application of the Schedule of Rates

- (a) This SOR is subdivided by various Items of Work to be performed over the duration of the Contract for various utility owners with overlapping specifications and standards. The compilation of unit rates in the SOR is made with consideration for the specific natures, purposes and requirements which would vary for the execution of Task Orders under the Contract and includes items that are considered final products as well as their individual components.
  
- (b) In the SOR, the subheadings and item descriptions identify the Work covered by the respective items, but the exact nature and extent of the Work to be performed is ascertained by reference to the Special Provisions, General Conditions, Specifications, and Task Order Drawings. The rates entered in the SOR shall be deemed to reflect the full inclusive value of the Work described in the Specifications and/or shown on the Task Order Drawings and covered by the respective items, including but not limited to the following, unless expressly stated otherwise:
  - (1) Labor and all costs associated with the Work Item.
  - (2) Material and equipment costs associated therewith including transport to and from site.
  - (3) The supply, loading, transporting and delivery to site, unloading, handling and storage of materials and goods.
  - (4) Taking delivery of materials and goods supplied by others, loading, transporting and delivery to site, unloading, handling, storage and returning any surplus.
  - (5) Setting out, assembling, mixing, curing, lapping, cutting, fixing, erecting, lifting, hoisting, handling, laying, spreading, grading, measuring, watering, compacting, trimming, planting, installing and placing of materials and goods in position.
  - (6) Use of hand held equipment where required.
  - (7) Waste, bulking, compaction and shrinkage of materials and materials placed outside the final design lines.
  - (8) Removal and disposal off site of surplus or spoil materials and costs in connection therewith specific to that Work Item.
  - (9) Temporary works.
  - (10) Provision of working space and upholding sides of excavations.
  - (11) Notifying, making arrangements, and liaising with all relevant statutory bodies, authorities and councils to obtain all licenses and permits necessary for the execution of the Works, and costs in connection therewith.
  - (12) Taking precautions and measures as far as is reasonable and practical to prevent interference with or damage to existing structures, services, utilities, roads, footpaths, paved areas, watercourses, drainage systems, public and private vehicular and pedestrian accesses, trees, graves, burial urns, including the provision of alternative access, if necessary.

- (13) The effect of phasing of the works or of alteration or additions to existing services and supplies to the extent that such work is set forth or reasonably implied in the Contract or Task Order.
  - (14) Keeping the Work where necessary, and as near as may be practical, free from water and protected from damage due to water and from weather conditions which may adversely affect the Work including dewatering of excavations, allowing for seasonal variation of ground water, disposal of ground water in an approved manner and taking measures to prevent flotation of new or existing structures.
  - (15) Submitting to HART representatives all drawings, details of procedures and methods of construction to be used, calculations, technical literature, test certificates and any other documents or information required to be submitted in accordance with the Specifications.
  - (16) All costs for quality assurance systems including carrying out all tests, audits and the like and for providing certificates of conformity.
  - (17) Complying with the occupational safety and health requirements.
  - (18) Complying with environmental requirements.
  - (19) Overhead costs and profit.
  - (20) General obligations, liabilities, tasks ancillary to the Work and risks involved in the execution of the works set forth or reasonably implied in the Contract.
- (c) Where similar unit rates are found in different sections of the SOR, whether within the same section or different sections of the SOR, such valuation shall, in so far as reasonable, be based on the most appropriate item, or group of items, which will be established and specified in the Task Order.

### 8.10.3 Applicable Standards and Specifications

- (a) The SOR shall be read and used in conjunction with the following:
- (1) The Request for Proposal, Instructions to Offerors, Appendices, and Attachments and any Addenda thereto;
  - (2) The Special Provisions and all other specification requirements issued and referred to in Task Orders;
  - (3) The General Conditions of Construction Contracts dated 12/2014;
  - (4) The Task Order specific Drawings including Standards and Specifications and other documents as listed below including all current amendments issued thereto and referred to in the Contract:

City and County of Honolulu Board of Water Supply (BWS):

"Water System Standards", Dated 2002; and

"Water System External Corrosion Control Standards", Volume 3, Dated 1991, and all subsequent amendments and additions.

Department of Public Works, City and County of Honolulu (CCH):

"Standard Specifications for Public Works Construction," September 1986;

"Standard Details for Public Works Construction," September 1984;

"DPP Storm Drainage Standards", August 2017

DPP Engineering and Policy Memoranda; and

"Design Standards of the Department of Wastewater Management Vol. 1," July 2017, as amended.

Department of Transportation, State of Hawaii (HDOT):

"Hawaii Standard Specifications for Road and Bridge Construction," 2005 (HSS), as amended;

"Standard Plans," 2008;

"Design Criteria for Bridges and Structures", October 2010; as amended.

Hawaiian Electric Company, Inc. (HECO):

For underground facilities, latest revisions of HECO specifications CS7001, CS7003, , CS9301, and CS9401 and applicable HECO standards;

For all relocation, conversion, and new services, comply with the latest edition of the Electric Service Installation Manual.

Honolulu Authority for Rapid Transit (HART) Specifications and Standards:

Intelligent Transportation Systems (27 60 00)

138kV Microtunnel (33 05 07)

Other Specifications and Standards including but not limited to:

AT&T Corp (ATT): Standard Specifications for Outside Plant Cable Construction and Removal Issued May 1994 Revised September 2006

Hawaii Gas (HGAS): D-311, D-314, D-315, and D-970-1 - Construction Notes for Gas Facilities

Hawaiian Telcom Holdco (HTI): Hawaiian Telcom Standard Specifications for placing Telephone Systems dated January 2007

OTWC: General Contractor's Notes dated 2016 (R3)

The HSS, or the more restrictive of applicable standards and specifications, will prevail in the event applicable specifications and/or standards are not available or in contradiction with another for any aspect of the Work to be performed for each Task Order, unless otherwise specified in the Task Order.

- (5) Special Provisions and all other specification requirements issued and referred to in the Contract.
- (6) Any Amendments to the Schedule of Rates issued and referred to in the Contract.
  
- (b) All Items of Work contained in the SOR and in the Amendments to the SOR, issued and referred to in the Contract, shall be executed in accordance with the conditions and stipulations as provided in the above mentioned documents, and in compliance with all requirements on workmanship, materials, equipment, measurements, and any other requirements as stipulated in the above documents.
- (c) Due allowance is deemed to have been made in the unit rates for complying with the requirements of the Contract.

#### 8.10.4 Measurement and Payment

- (a) Quantities will be developed for each Task Order based on the dimensions shown on the Task Order Drawings, acknowledged by the Contractor, and subject to re-measurement in the field.
- (b) All quantities of Work actually completed and in place under a Task Order shall be measured by HART. These measurements shall be considered correct and final unless the Contractor files a written objection demonstrating the existence of an error within five (5) days after receipt of such measurement data.
- (c) Pre-Purchased Materials – In instances where a Task Order is issued to purchase long-lead or bulk materials on a time and materials basis, with the intent of incorporating the materials into the project at a later date, the Contractor will provide a credit equal to the total value paid per unit against the applicable unit rates when the relevant Work item is completed and in place. The credit shall be calculated in the following manner: Total Amount Reimbursed the Contractor divided by the Total Quantity for each item purchased.
- (d) Payment will be made at the unit rates in the SOR for the Work items completed and shall be deemed full compensation for furnishing the labor, materials, tools, equipment, and all ancillary items necessary to complete the Work.
- (e) The SOR contains the abbreviations for units and precision for measurement that are used throughout the SOR.

#### 8.10.5 Notes to the Schedule of Rates

Additional notes to the SOR are provided, where applicable, in each of the subsections contained in Exhibit 22a. These notes provide further clarifying requirements specific to the rates contained in that subsection and have the same force and effect as if they were included in this Section 8.10 Schedule of Rates / Measurement and Payment.

#### 8.10.6 Allowances

- (a) **Definition of Allowance:** An amount established by HART in the SOR for possible inclusion in the Task Order Price to cover the cost of prescribed items of Work not specified in

detail.

Allowances specified in the SOR represent the maximum amount allocated for payment to the Contractor for the specified or actual costs incurred to perform the Work, as established at the Task Order level for the relevant contract allowance bid items.

Work Items to be paid by allowance shall include only such Work as is specifically identified for payment under the contract bid item in the SOR, and is exclusive of any Work indicated in the Contract Documents and/or SOR for which payment is included under other contract bid items. Allowance work shall be specified at the Task Order level and Contractor must obtain approval of HART for the scope of work prior to performing work to be paid by allowance.

Unless otherwise stated in the Contract Documents, compensation for allowance work will be specified at the Task Order level.