

SECTION 00800 - SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. As specified in SECTION 00700 - GENERAL CONDITIONS: The *GENERAL CONDITIONS* and these *SPECIAL CONDITIONS* shall govern all work specified in all Divisions and Sections.
- B. Revisions to the *GENERAL CONDITIONS*: The following conditions included in this paragraph 1.01 B. and subparagraphs shall govern respective items in the published *INTERIM GENERAL CONDITIONS 1999 Edition* and in SECTION 00700 - GENERAL CONDITIONS, paragraph entitled REVISIONS TO THE GENERAL CONDITIONS.

- 1. Under ARTICLE 1 - DEFINITIONS, add new section 1.76:

"1.76 ACCEPTED EQUIVALENT - Whenever this term is used in the drawings or specification, it shall be interpreted to mean a brand or article in accordance with Section 6.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT, that may be used in place of the one specified."

- 2. Under ARTICLE 2 - PROPOSAL REQUIREMENTS AND CONDITIONS, Modify Section 2.6 - SUBSTITUTION BEFORE CONTRACT AWARD by deleting subsections 2.6.1 through 2.6.3 and substituting the following four new subsections:

"2.6.1 For Substitutions after the Letter of Award is issued; refer to Section 6.3 SUBSTITUTION AFTER CONTRACT AWARD.

2.6.2 Unless specifically required otherwise in the contract documents or in subsection 2.6.4, Offerors shall not submit products, materials, equipment, articles or systems for review or approval prior to submitting their Offers.

2.6.3 Offerors shall prepare their Offer forms based on the performance requirements of the materials, equipment, articles or systems noted on the drawings and specifications. If trade names, makes, catalog numbers or brand names are specified, Offerors shall infer that these items indicate the quality, style, appearance or performance of the material, equipment, article, or systems to be used in the project.

2.6.4 Obtaining Approval for Products with Variant Features: Prior to the bid opening, Offerors may submit only product with variant features to qualify as equivalent products. Offerors shall comply with these procedures:

2.6.4.1 The written substitution request shall be submitted to the Department and received no later than the time and date shown in the *SPECIAL CONDITIONS*. Submit three sets of the request, technical information and the description of variances. Address the request to the Public Works Administrator; refer to the appendix for a sample form. Deliver the request in a sealed envelope to the Department of Accounting and

General Services, Public Works Division, Oahu Office. Label the envelope with the words "SUBSTITUTION REQUEST". Offerors are responsible to assure their requests are received and time stamped at the Public Works Division Oahu Office prior to the submission deadline.

2.6.4.2 Offerors shall identify all deviations or variances of the proposed substituted product from the specified requirements of the bidding documents. Variances shall be clearly shown on technical information, descriptive sheets and other similar evidentiary item so that the Department may evaluate each variant feature listed.

2.6.4.3 Substitution requests that do not comply with the provisions of this subsection will be denied."

3. Under ARTICLE 3 - AWARD AND EXECUTION OF CONTRACTS, modify section 3.11 NOTICE TO PROCEED by deleting subsections 3.11.1 and 3.11.2 and substituting the following:

"3.11.1 After the contract is fully executed and signed by the Comptroller, the Contractor may be sent a letter allowing the ordering of approved materials before the formal Notice to Proceed letter is sent. Subsequently, the formal Notice to Proceed letter will be sent informing the Contractor of the date on which it shall proceed with the designated work. The Contractor shall be allowed ten (10) consecutive working days from said date to begin its work. In the event that the Contractor refuses or neglects to start the work, the Comptroller may terminate the contract in accordance with Section 7.27 TERMINATION OF CONTRACT FOR CAUSE."

4. Under ARTICLE 3 - AWARD AND EXECUTION OF CONTRACT, modify section 3.11 NOTICE TO PROCEED, by deleting subsection 3.11.4 and substitute the following new paragraph 3.11.4:

"3.11.4 In the event the Notice to Proceed is not issued within one hundred and eighty (180) days after the date of the bid opening, the Contractor may submit a claim for increased labor and material costs (but not overhead costs) which are directly attributable to the delay beyond the first 180 days. Such claims shall be accompanied with the necessary documentation to justify the claim. No payment will be made for escalation costs that are not fully justified as determined by the State."

5. Under ARTICLE 5 - CONTROL OF WORK delete subsection 5.12.4 - Subcontracting and replace it with the following:

"5.12.4 Subcontracting - Contractor shall perform with its own organization, work amounting to not less than 10% of the total contract cost, exclusive of cost for materials and equipment the Contractor purchases for installation by its subcontractors, except that any items designated by the State in the contract as "specialty items" may be performed by a subcontract and the cost of any such specialty items so performed by the subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization."

1.02 SUBMITTAL DATES FOR CLARIFICATIONS AND SUBSTITUTIONS

- A. Written requests must be received no later than 4:30 p.m., fourteen calendar days prior to bid opening.

1.03 PROJECT CONTACT PERSON AND DEPARTMENT OF TRANSPORTATION CONTACTS

- A. Project Contact - For Contractor's access to the site to view conditions during bidding.

NAME:	Robin Shishido
POSITION OR TITLE:	District Engineer
TELEPHONE NUMBER:	(808) 873-3538
EMAIL:	robin.k.shishido@hawaii.gov

1.04 LIQUIDATED DAMAGES

- A. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.26, FAILURE TO COMPLETE THE WORK ON TIME, upon failure to complete the work or any portion of the work within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount of \$1,500, per calendar day of delay.
- B. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.32, PROJECT ACCEPTANCE DATE; upon failure to correct punch list deficiencies, within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to 10 percent of the liquidated damages, per calendar day of delay.
- C. In accordance with the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.33, FINAL SETTLEMENT OF CONTRACT; upon failure to submit closing documents within the time or times fixed in the contract or extension thereof, the Contractor shall pay liquidated damages to the State, in the amount equal to five percent of the liquidated damages, per calendar day of delay.

1.05 SPECIALTY CONTRACTOR'S AND SUBCONTRACTOR'S LICENSE

- A. Contractor shall be solely responsible to assure that all the specialty licenses required to perform the work are covered by the Contractor or its Subcontractor(s) or joint Contractors.

1.06 WORKING HOURS

- A. The regular working hours for this project are from 7:30 AM to 5:30 PM Monday through Friday, excluding State Holidays, unless otherwise noted or restricted under SECTION 01100 - PROJECT REQUIREMENTS. In the event of conflict, the working hours provisions of specification SECTION 01100 - PROJECT REQUIREMENTS shall govern over this item 1.06.
- B. The Contractor may be given approval to work beyond the regular hours including Saturdays, Sundays, State Holidays, night work, or after hours under the provisions of the *GENERAL CONDITIONS*, Article 7 - PROSECUTION AND PROGRESS, Section 7.10, OVERTIME AND NIGHT WORK and under specifications SECTION 01100 - PROJECT REQUIREMENTS.

1.08 SPECIFIC PROJECT REQUIREMENTS

- A. Permits – Building permits are required for this project and will be obtained by the owner; therefore, the Contractor is not responsible to pay for or obtain these permits.

1.09 COMPREHENSIVE ANNUAL FINANCIAL REPORTING

- A. For any project that involves work on multiple structures, including non-building structures, whether it be new work or renovation work, or when the project involves both site improvements and a structure, the Contractor shall provide the following information to the Contracting Officer for fixed asset allocation purposes:
 - 1. Within 30 calendar days of award as applicable to the project, the following shall be submitted:
 - a. The total cost of each individual structure;
 - b. The total cost of on-site improvement work; and
 - c. The total cost of off-site improvement work.
 - 2. After all work, including all change order work has been completed, and prior to a request for final payment, the following shall be submitted:
 - a. The total cost of each individual structure including any related change order cost;
 - b. The total cost of on-site improvement work including any related change order cost; and
 - c. The total cost of off-site improvement work including any related change order cost.
 - 3. The sum total cost of each category noted above shall total to the contract amount awarded, plus all change order work issued.
 - a. The cost of each individual structure includes the cost of the structure and any work within five (5) feet of the structure or building line which may include, but is not limited to its foundation, foundation earthwork, and utility improvements within and immediately below the building line.
 - b. The on-site improvement cost includes all site improvement work from five (5) feet and beyond the building line and up to the project's property line, which may include but is not limited to clearing and grubbing, grading, drainage system, site utility, walkway, parking lot, and landscape improvements.
 - c. The off-site improvement cost includes all off-site improvement work outside the of the project's property line, which may include but is not limited to walkway, landscape, drainage, utility, and roadway improvements.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

QUESTIONS AND CLARIFICATIONS (WRITTEN REQUESTS ONLY)

PROJECT NAME: <Consultant to fill-in> _____
PROJECT TITLE: <Consultant to fill-in> _____
DAGS JOB NO.: <Consultant to fill-in> _____
PROJECT COORDINATOR: <Consultant to fill-in> _____

BID OPENING DATE: _____ (This request must be received no less than
14 days prior to bid opening)

PERSON MAKING REQUEST: _____

COMPANY: _____

TELEPHONE NO.: _____ E-MAIL: _____

QUESTION OR CLARIFICATION (Be specific and list drawing/detail and specification section or paragraph that requires attention. Attach additional pages as necessary. **Questions are to be submitted through HlePRO only.**