

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 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 will 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."
 2. 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."
 3. Under ARTICLE 5 - CONTROL OF THE WORK, modify section 5.12 SUBCONTRACTS, by deleting the subsection 5.12.4 and substitute the following new subsection 5.12.4:

"5.12.4 Subcontracting - Contractor shall perform with its own organization, work amounting to not less than ten (10%) of the total contract cost, exclusive of costs 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

- 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 DOT CONTACTS

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

NAME: Ty Fukuroku
POSITION OR TITLE: Civil Engineer
Department of Transportation
Highways Division
Maui District Office
TELEPHONE NUMBER: (808) 873-3535

- B. DOT Highways Contact - For questions or clarifications on the plans and specifications during bidding, offerors must submit by fax "QUESTIONS AND CLARIFICATIONS" form found at the end of this section. For general questions on the procurement requirements or processes call by telephone.

Civil Engineer, DOT Highways Division, Maui District
NAME Ty Fukuroku
FAX NUMBER (808) 873-3534
TELEPHONE NUMBER (808) 873-3535

- C. Project Coordinator

NAME Ty Fukuroku

- D. Websites:

DOT Highways: <https://hidot.hawaii.gov/highways/>

- E. Contacts During Construction: Address and process correspondence through the District Engineer for the DOT Highways Maui District Office.

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 \$725, 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 punchlist 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 7:00 AM to 3:30 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.

1.07 SPECIFIC PROJECT REQUIREMENTS

- A. Permits – No permits are required.

1.08 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