

SPECIAL PROVISIONS

These Special Provisions shall supplement and/or modify the specifications contained herein.

- A. SECTION 1 - DEFINITION AND TERMS is amended by adding the following subsections:

"1.39 ENGINEER - The Administrator of the Highways Division, acting directly or through his duly authorized representatives, who is responsible for engineering supervision of construction and other highway matters.

1.40 STANDARD SPECIFICATIONS - The Hawaii Standard Specifications for Road, Bridge and Public Works Construction, 2005, Highways Division, Department of Transportation, as amended.

1.41 GROUP - Classification of bid items by similar type, function, etc."

- B. SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS is amended as follows:

2.8 OUT OF STATE BIDDERS is amended by adding the following:

"Successful out-of state bidders shall, after ten (10) days from the Notice to Proceed, provide a name and phone number of the Contractor's Technical Representative who will be responsible in assisting the recipient districts throughout the duration of the contract. Corporations must be registered to do business in the State of Hawaii. For information on business registration, please call Department of Commerce and Consumer Affairs at (808) 586-2727 or log on to: <http://hawaii.gov/dcca/areas/breg>."

Add the following section:

"2.10 PREFERENCE FOR HAWAII PRODUCTS

- A. The bidder's attention is directed to Sections 103D-1001 and 103D-1002, H.R.S. and Subchapter 1, Chapter 124, Subtitle 11 of Title 3, H.A.R. which provide preferences for Hawaii Products. According to Section 103D-1002, H.R.S., the bidder may examine the Hawaii Products List at the State Procurement Office, State Office Building, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

If a product listed in the Hawaii Products List is available and meets project specifications, such product will be designated in the contract documents as a qualified product which may be used in the performance of the project.

If the bidder intends to claim preference for products on the Hawaii Product List and such is not listed, the bidder shall immediately notify the Contracts Office, Department of Transportation, so the Engineer may take corrective or other appropriate actions.

It is further understood by the bidder that if the bidder elects to furnish qualified Hawaii Products, and is awarded the contract, then fails to use such products or meet the requirements of such preference, the bidder shall be subject to the statutory penalties, provided in Section 103D-1002, H.R.S., and such other remedies as may be available to the State.

For the purpose of determining the lowest bid price only, the provisions of Section 103D-1002, H.R.S., shall apply. Any contract awarded or executed in violation of Section 103D-1002, H.R.S., shall be void and no payment shall be made on account of such contract.

This subsection shall not apply when its application will disqualify the State from receiving federal funds or aid.

- B. For bid evaluation, the Engineer will evaluate the bids by applying the applicable preferences selected by the bidders according to the contract. The Engineer will base the calculations for adjustments upon the original bid prices offered. If more than one preference applies, the evaluated bid price shall be the sum of the original bid price plus applicable preference adjustments.

The Engineer will award the contract to the responsible bidder submitting the responsive bid with the lowest evaluated bid price. The contract amount of the contract awarded shall be the original bid price offered exclusive of any preference.

- C. Bidders who are claiming preference for Hawaii products must fill in the schedule on pages PF-7 for Group A, PF-19 for Group B, PF-31 for Group C, PF-38 for Group D, PF-48 for Group E and PF-51 for Group F.”

- C. SECTION 3 - AWARD AND EXECUTION OF CONTRACT is amended as follows:

3.1 AWARD OF CONTRACT - shall be amended by adding the following:

“The awarding of the contract(s) will be made by individual groups and be given to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any bid item lacking a bid price disqualifies the bidder for that group containing the missing price.”

D. SECTION 8 - PROSECUTION AND PROGRESS is amended as follows:

8.1 PROGRESS OF WORK shall be amended by adding the following paragraph:

"If the materials fail to meet specification requirements, the Contractor will be notified of such and the material will be rejected. The Contractor shall replace the rejected material with those that meet the specification requirements, and liquidated damages in accordance with Section 8.2 LIQUIDATED DAMAGES will be assessed against him for later delivery any time after the required completion date. Time taken to review the Certificate of Compliance as stated in Section 10.IV of this Contract Specifications will not be charged against the Contractor.

The Contractor will be responsible for follow-up inquiries with the manufacturers and supplier to be sure of prompt deliveries within the contract period."

8.2 LIQUIDATED DAMAGES - The following shall be added after the first sentence and before the second sentence of the second paragraph:

"If the Contractor finds it impossible for reasons beyond his control to deliver material within the specified delivery time for each order, he shall by the following day verbally notify the Director of the forthcoming delay. The Contractor shall then follow-up with a written request for an extension of time setting forth therein the reason which he believes will justify the granting of his request."

Add the following statement at the end of the section:

"1/4 of 1% of the contract price of each item for each and every calendar day for failure to deliver each item within the contract time. The assessed amount, however, will be no less than TEN DOLLARS (\$10.00)."

E. SECTION 9 - PAYMENT is amended as follows:

9.2 PROGRESS PAYMENTS - Delete the second paragraph and replace with the following:

"(D) Deductions, as applicable, shall be included in the invoices as subtotal(s) and labeled as either (1) and/or (2) below:

- (1) Retainage as specified in Section 9.2, Progress Payments, of the Specifications.
- (2) Liquidated Damages, as specified in the Proposal."

9.3 - FINAL ACCEPTANCE AND FINAL PAYMENT shall be amended by adding the following:

Add the following statement at the end of the first paragraph:

“Final Payments shall be paid as follows:

1. For more than one shipment (multiple deliveries) as specified in Section 9.2, Progress Payments of the Specifications - The State shall notify the Contractor to invoice the State with the applicable total retainage amount that were previously withheld as specified in Section 9.2, Progress Payments of the Special Provisions. The Contractor shall forward this invoice to the recipient district as specified in Section 9.2 of the Specifications for approval of payment. The recipient district, in turn, shall forward this invoice to Construction and Maintenance Branch for proper closing of the contract.
2. For one shipment (one-time delivery): the one-time invoice shall be treated as the final payment. Retainage shall not be deducted. The Contractor shall forward this invoice to the recipient district as specified in Section 9.2 of the Specifications for approval of payment. The recipient district, in turn, shall forward this invoice to Construction and Maintenance Branch for proper closing of the contract."