

1 **SECTION 104 – SCOPE OF WORK**

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3 Make the following amendment to said Section:

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5 **(I) Amend Subsection 104.01 - Intent of Contract, Duty of Contractor** by
6 adding the following after line 10:

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8 "Refer to Section 110 – INSTALLATION OF ENHANCED PAVEMENT
9 MARKING AND NEW MILLED RUMBLE STRIP AT VARIOUS LOCATIONS for
10 further description of work."

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12
13 **(II) Amend Section 104.06 Methods of Price Adjustment** as follows:

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15 **"104.06 Methods of Price Adjustment.** Any adjustment in the contract price
16 pursuant to a change or claim shall be made in one or more of the following
17 ways:

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19 **(1)** By written agreement on a fixed price adjustment before
20 commencement of the pertinent performance.

21
22 **(2)** By unit prices or other price adjustments specified in the contract or
23 subsequently agreed upon before commencement of the pertinent
24 performance.

25
26 **(3)** The Engineer may base the adjustment for a lump sum item on a
27 calculated proportionate unit price. The Engineer will calculate the
28 proportionate unit price by dividing the original contract lump sum price by
29 the actual or original estimated quantity established by the contract
30 documents.

31
32 **(4)** In any other lawful manner as the parties may mutually agree upon
33 before commencement of the pertinent performance.

34
35 **(5)** At the sole option of the Engineer, work may be paid for on a force
36 account basis in accordance with Subsection 109.06 - Force Account
37 Provisions and Compensation.

38
39 **(6)** By the cost variations attributable to the events or situations with
40 adjustment of profit and fee, all as specified in the contract or
41 subsequently agreed upon before commencement of the pertinent
42 performance.

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44 **(7)** In the absence of agreement by the parties:

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46 **(A)** For change orders with value not exceeding \$50,000 by
47 documented actual costs of the work, allowing for overhead and

profit as set forth in Section 109.05 - Allowances for Overhead and Profit. A change order shall be issued within fifteen days of submission by the Contractor of proper documentation of completed force account work, whether periodic (conforming to the applicable billing cycle) or final. The Engineer shall return any documentation that is defective, to the Contractor within fifteen days after receipt, with a statement identifying the defect; or

(B) For change orders with value exceeding \$50,000 by a unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 - Allowances for Overhead and Profit. When a unilateral determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change order, if the Contractor does not agree with any of the terms or conditions, or the adjustment or nonadjustment of the contract time or contract price, the Contractor shall file a notice of intent to claim within thirty days after the receipt of the written unilateral change order. Failure to file a protest within the time specified shall constitute agreement on the part of the Contractor with the terms, conditions, amounts, and adjustment or nonadjustment of the contract time or the contract price set forth in the unilateral change order.

A Contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15. A fully executed change order or other document permitting billing for the adjustment in price under any method listed in Subsections 104.06(1) through 104.06(7) shall be issued within ten days after agreement on the method of adjustment."

(III) Amend Section 104.11(B) Contractor's Duty to Locate and Protect Utility by adding the following after line 291:

"(4) The Contractor shall contact the Hawaii One Call Center at 811 prior to any excavation in a public right of way or on private property."

(IV) Amend Subsection 104 - Scope of Work by adding the following after line 318:

"104.13 Performance of Work. The Contractor shall perform work satisfactorily in the judgment of the Engineer during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Engineer may require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring

the work up to satisfactory status. In case the Contractor fails to comply after five working days from the date of receipt of such a written order from the Engineer, the Engineer may employ a working force and equipment and charge the Contractor for the reasonable cost thereof including depreciation for equipment or he may terminate the contract.

104.14 Contract to be Open-Ended. The requirement for service to be furnished by the Contractor will be on an "as-needed" basis as called for in these specifications at the applicable unit price bid during the term of this contract and in such numbers as may be required by the State. The unit price bid indicated by the Contractor shall be applicable and binding under the terms of this contract.

Payment for services will be made by purchase order."

END OF SECTION 104