

1                                   **SECTION 105 – CONTROL OF WORK**

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3       Make the following amendments to said Section:

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6       **(I)**       Amend **105.01 – Authority** to read as follows:

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8       **“105.01   Authority.**

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10       **(A)    Authority of the Engineer.** The Engineer is the representative of  
11       the Director and has all the authority of the Director with respect to the  
12       contract. The Engineer will make decisions on all questions that may arise  
13       regarding the contract, such as, but not limited to:

- 14  
15               **(1)**       Interpretation of the contract documents.  
16  
17               **(2)**       Acceptability of the materials furnished, and work performed.  
18  
19               **(3)**       Manner of performance and rate of progress of the work.  
20  
21               **(4)**       Acceptable fulfillment of the contract on the part of the  
22       Contractor.  
23  
24               **(5)**       Compensation under the contract.  
25

26               The Engineer’s decisions on questions, claims, and disputes will be  
27       final and conclusive subject to Subsection 107.15 – Disputes and Claims.  
28

29               The Engineer may delegate specific authority to act for the Engineer  
30       to a specific person or persons. Such delegation of authority shall be  
31       established in writing and shall become effective upon delivery to the  
32       Contractor.  
33

34       **(B)    Authority of the Inspectors.** Inspectors, as a representative of the  
35       Engineer or other agencies, will inspect the work done and materials  
36       furnished. Such inspection may extend to the preparation, fabrication, or  
37       manufacture of the materials to be used. The Inspector does not have  
38       authority vested in the Engineer unless specifically delegated in writing.  
39       The Inspector may not alter or waive the provisions of the contract, issue  
40       instructions contrary to the contract, or act as agent or representative of the  
41       Contractor.  
42

43               Failure of an Inspector at any time to reject non-conforming work  
44       shall not be considered a waiver of the State’s right to require work in strict  
45       conformity with the contract documents as a condition of final acceptance.  
46

47       **(C) Authority of the Consultant and Construction Management.** The  
48 State may engage consultants and construction managements to perform  
49 duties in connection with the work. Unless otherwise specified in writing to  
50 the Contractor, such retained consultants and construction managements  
51 shall have no greater authority than an Inspector.”  
52

53       **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph  
54 from lines 52 to 61 to read as follows:  
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56       **“105.02 Submittals.** The contract contains the description of various items that  
57 the Contractor must submit to the Engineer for review and acceptance. The  
58 Contractor shall review all submittals for correctness, conformance with the  
59 requirements of the contract documents and completeness before submitting them  
60 to the Engineer. The submittal shall indicate the contract items and specifications  
61 subsections for which the submittal is provided. The submittal shall be legible and  
62 clearly indicate what portion of the submittal is being submitted for review. The  
63 Contractor shall provide six copies of the required submissions at the earliest  
64 possible date.”  
65

66       **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67 **Provisions** to read as follows:  
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69       **“(A) Furnishing Drawings and Special Provisions.** The State will  
70 furnish the Contractor an electronic set of the special provisions and plans.”  
71

72       **(IV) Amend 105.11 – Inspection of the Work and Materials** by adding the  
73 following paragraph after line 366:  
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75               All materials generated within the project site are considered solid  
76 waste. Solid waste shall be disposed of in accordance with Hawaii State  
77 Law HAR 11-58.1 and HRS Section 342H to the facility listed on the Solid  
78 Waste Disclosure Form. The contractor shall request and receive written  
79 approval from the Engineer before reusing any material in any other way  
80 than disposal.  
81

82       **(V) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
83 421 to 432 to read as follows:  
84

85       **“(D) No Designated Storage Area.** If no storage area is designated  
86 within the contract documents, materials and equipment may be stored  
87 anywhere within the State highway right-of-way, provided such storage and  
88 access to and from such site, within the sole discretion of the Engineer,  
89 does not create a public or traffic hazard or an impediment to the movement  
90 of traffic.”  
91

92 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** from line  
93 487 to line 494 to read:

94  
95 **(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
96 Contractor is required to list the names of persons or firms to be engaged  
97 by the Contractor as a subcontractor or joint contractor in the performance  
98 of the contract. No subcontractor may be added or deleted, unless  
99 authorized by the Engineer. Substitutions will be allowed only if the  
100 subcontractor:

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102  
103  
104  
105 **END OF SECTION 105**