

SECTION 104 - SCOPE OF WORK

Make the following amendments to said Section:

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

“This contract covers only immediate pavement repairs required to maintain the public roadways in a safe and usable condition at all times. Such pavement work shall not include any new (initial) asphalt concrete pavement construction or major resurfacing projects at any location of the roadways.

The Contractor will be required to respond by preparing and submitting a work order to an asphalt concrete repair request within 48 hours after notification.

Repair of asphalt concrete pavement will be made through purchase orders placed with the Contractor during the contract period for which payment will be based on the quantities placed and the unit bid prices in the proposal schedule which prices shall include payment for all materials, equipment, tools, labor, and incidentals necessary to complete the pavement repair.

The Contractor shall repair damaged or deteriorated pavement as requested by the Department from during the term of the contract. Payment will be made for the actual work completed as provided for in the contract documents.”

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

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

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

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

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

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

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

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

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

(A) For change orders with value not exceeding \$50,000 by 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:

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

100
101 (IV) Amend **Subsection 104 - Scope of Work** by adding the following after
102 line 318:

103
104 **“104.13 Performance of Work.** The Contractor shall perform work
105 satisfactorily in the judgment of the Engineer during the contract period. If it
106 appears at any time that the work contracted to be performed is not satisfactory,
107 the Engineer may require the Contractor to furnish and place in operation such
108 additional force and equipment as the Engineer shall deem necessary to bring
109 the work up to satisfactory status. In case the Contractor fails to comply after
110 five working days from the date of receipt of such a written order from the
111 Engineer, the Engineer may employ a working force and equipment and charge
112 the Contractor for the reasonable cost thereof including depreciation for
113 equipment or he may terminate the contract.

114
115 **104.14 Contract to be Open-Ended.** The requirement for service to be
116 furnished by the Contractor will be on an “as-needed” basis as called for in these
117 specifications at the applicable unit price bid during the term of this contract and
118 in such numbers as may be required by the State. The unit price bid indicated
119 by the Contractor shall be applicable and binding under the terms of this
120 contract.

121
122 Payment for services will be made by purchase order.”

123
124
125
126 **END OF SECTION 104**