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(I) Amend Section 104.01 – Intent of Contract, Duty of Contractor by adding the following after line 10:

The Contractor is required to respond to a crack seal work request within 2 weeks after notification.

The Contractor shall repair pavement cracks as requested by the Department from time to time during the term of the contract. Payment will be made for the actual work completed as provided for in the contract documents."

“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:

- HWY-K-02-18M
104-1a

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- 46 (5) At the sole option of the Engineer, work may be paid for on a force
47 account basis in accordance with Subsection 109.06 - Force Account
48 Provisions and Compensation.
49
- 50 (6) By the cost variations attributable to the events or situations with
51 adjustment of profit and fee, all as specified in the contract or
52 subsequently agreed upon before commencement of the pertinent
53 performance.
54
- 55 (7) In the absence of agreement by the parties:
56
- 57 (A) For change orders with value not exceeding \$50,000 by
58 documented actual costs of the work, allowing for overhead and
59 profit as set forth in Section 109.05 - Allowances for Overhead and
60 Profit. A change order shall be issued within fifteen days of
61 submission by the contractor of proper documentation of
62 completed force account work, whether periodic (conforming to the
63 applicable billing cycle) or final. The Engineer shall return any
64 documentation that is defective, to the contractor within fifteen days
65 after receipt, with a statement identifying the defect; or
66
- 67 (B) For change orders with value exceeding \$50,000 by a
68 unilateral determination by the Engineer of the costs attributable to
69 the events or situations with adjustment of profit and fee, all as
70 computed by the Engineer in accordance with applicable sections
71 of HAR Chapters 3-123 and 3-126, and Section 109.05 -
72 Allowances for Overhead and Profit. When a unilateral
73 determination has been made, a unilateral change order shall be
74 issued within ten days. Upon receipt of the unilateral change
75 order, if the contractor does not agree with any of the terms or
76 conditions, or the adjustment or nonadjustment of the contract time
77 or contract price, the contractor shall file a notice of intent to claim
78 within thirty days after the receipt of the written unilateral change
79 order. Failure to file a protest within the time specified shall
80 constitute agreement on the part of the contractor with the terms,
81 conditions, amounts, and adjustment or nonadjustment of the
82 contract time or the contract price set forth in the unilateral change
83 order.
84
- 85 A contractor shall be required to submit cost or pricing data if any
86 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
87 Subchapter 15. A fully executed change order or other document permitting
88 billing for the adjustment in price under any method listed in Subsections
89 104.06(1) through 104.06(7) shall be issued within ten days after agreement on
90 the method of adjustment."
91

92 (III) Amend **Section 104.11(B) Contractor's Duty to Locate and Protect**
93 **Utility** by adding the following after line 291:
94

95 “(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
96 to any execution in a public right of way or on private property.”
97

98 (IV) Amend **Section 104 – Scope of Work** by adding the following after line
99 318:
100

101 **“104.13 Performance of Work.** The Contractor shall perform work
102 satisfactorily in the judgment of the Engineer during the contract period. If it
103 appears at any time that the work contracted to be performed is not satisfactory,
104 the Engineer may require the Contractor to furnish and place in operation such
105 additional force and equipment as the Engineer shall deem necessary to bring
106 the work up to satisfactory status. In case the Contractor fails to comply after
107 five (5) working days from the date of the receipt of such a written order from the
108 Engineer, the Engineer may employ a working force and equipment and charge
109 the Contractor for the reasonable cost thereof including depreciation for
110 equipment or he may terminate the contract.
111

112 **104.14 Contract to Be Open-Ended.** The requirement for service to be
113 furnished by the Contractor will be on an “as-needed” basis as called for in these
114 specifications at the applicable unit price bid during the term of this contract and
115 in such numbers as may be required by the State. The unit price bid indicated
116 by the Contractor shall be applicable and binding under the terms of this
117 contract.
118

119 Payment for services will be made by purchase order.”
120
121
122
123
124

125 **END OF SECTION 104**