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

The Contractor will be required to respond to a guardrail repair request within 48 hours after notification.

The Contractor shall repair damaged guardrail 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:

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

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

48
49 (5) At the sole option of the Engineer, work may be paid for on a force
50 account basis in accordance with Subsection 109.06 - Force Account
51 Provisions and Compensation.

52
53 (6) By the cost variations attributable to the events or situations with
54 adjustment of profit and fee, all as specified in the contract or
55 subsequently agreed upon before commencement of the pertinent
56 performance.

57
58 (7) In the absence of agreement by the parties:

59
60 (A) For change orders with value not exceeding \$50,000 by
61 documented actual costs of the work, allowing for overhead and
62 profit as set forth in Section 109.05 - Allowances for Overhead and
63 Profit. A change order shall be issued within fifteen days of
64 submission by the contractor of proper documentation of completed
65 force account work, whether periodic (conforming to the applicable
66 billing cycle) or final. The Engineer shall return any
67 documentation that is defective, to the contractor within fifteen days
68 after receipt, with a statement identifying the defect; or

69
70 (B) For change orders with value exceeding \$50,000 by a
71 unilateral determination by the Engineer of the costs attributable to
72 the events or situations with adjustment of profit and fee, all as
73 computed by the Engineer in accordance with applicable sections
74 of HAR Chapters 3-123 and 3-126, and Section 109.05 -
75 Allowances for Overhead and Profit. When a unilateral
76 determination has been made, a unilateral change order shall be
77 issued within ten days. Upon receipt of the unilateral change
78 order, if the contractor does not agree with any of the terms or
79 conditions, or the adjustment or nonadjustment of the contract time
80 or contract price, the contractor shall file a notice of intent to claim
81 within thirty days after the receipt of the written unilateral change
82 order. Failure to file a protest within the time specified shall
83 constitute agreement on the part of the contractor with the terms,
84 conditions, amounts, and adjustment or nonadjustment of the
85 contract time or the contract price set forth in the unilateral change
86 order.

87
88 A contractor shall be required to submit cost or pricing data if any
89 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
90 Subchapter 15. A fully executed change order or other document permitting
91 billing for the adjustment in price under any method listed in Subsections
92 104.06(1) through 104.06(7) shall be issued within ten days after agreement on
93 the method of adjustment."
94

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

97
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 judgement 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 five
110 working days from the date of receipt of such a written order from the Engineer,
111 the Engineer may employ a working force and equipment and charge the
112 Contractor for the reasonable cost thereof including depreciation for equipment
113 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 by
119 the Contractor shall be applicable and binding under the terms of his contract.

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

124 **END OF SECTION 104**