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**(I) Amend Subsection 104.011(B) - Contractor's Duty to Locate and Protect Utility by adding the following after line 291:**

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

**(1)** By written agreement on a fixed price adjustment 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.

**(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.

**(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

50 billing cycle) or final. The Engineer shall return any documentation  
51 that is defective, to the contractor within fifteen days after receipt,  
52 with a statement identifying the defect; or  
53

54 **(B)** For change orders with value exceeding \$50,000 by a  
55 unilateral determination by the Engineer of the costs attributable to  
56 the events or situations with adjustment of profit and fee, all as  
57 computed by the Engineer in accordance with applicable sections  
58 of HAR Chapters 3-123 and 3-126, and Section 109.05 -  
59 Allowances for Overhead and Profit. When a unilateral  
60 determination has been made, a unilateral change order shall be  
61 issued within ten days. Upon receipt of the unilateral change order,  
62 if the contractor does not agree with any of the terms or conditions,  
63 or the adjustment or nonadjustment of the contract time or contract  
64 price, the contractor shall file a notice of intent to claim within thirty  
65 days after the receipt of the written unilateral change order.  
66 Failure to file a protest within the time specified shall constitute  
67 agreement on the part of the contractor with the terms, conditions,  
68 amounts, and adjustment or nonadjustment of the contract time or  
69 the contract price set forth in the unilateral change order.  
70

71 A contractor shall be required to submit cost or pricing data if any  
72 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,  
73 Subchapter 15. A fully executed change order or other document permitting  
74 billing for the adjustment in price under any method listed in Subsections  
75 104.06(1) through 104.06(7) shall be issued within ten days after agreement on  
76 the method of adjustment."

77  
78  
79  
80 **END OF SECTION 104**