

SECTION 104 – SCOPE OF WORK

Make the following amendment to said Section:

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

“Refer to Section 110 – INSTALLATION OF ASPHALT PAVEMENT PRESERVATION, RESURFACING, AND RECONSTRUCTION AT VARIOUS LOCATIONS for further description of work.”

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

“104.06 Methods of Price Adjustment.

(A) 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:

47 (a) For change orders with value not exceeding \$50,000
48 by documented actual costs of the work, allowing for
49 overhead and profit as set forth in Section 109.05 -
50 Allowances for Overhead and Profit. A change order shall be
51 issued within fifteen days of submission by the Contractor of
52 proper documentation of completed force account work,
53 whether periodic (conforming to the applicable billing cycle) or
54 final. The Engineer shall return any documentation that is
55 defective, to the Contractor within fifteen days after receipt,
56 with a statement identifying the defect; or

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

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

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

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87 "(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
88 to any excavation in a public right of way or on private property."

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90 (IV) Amend **Subsection 104 - Scope of Work** by adding the following after line
91 318:

93 **“104.13 Performance of Work.** The Contractor shall perform work satisfactorily
94 in the judgment of the Engineer during the contract period. If it appears at any time
95 that the work contracted to be performed is not satisfactory, the Engineer may
96 require the Contractor to furnish and place in operation such additional force and
97 equipment as the Engineer shall deem necessary to bring the work up to
98 satisfactory status. In case the Contractor fails to comply after five working days
99 from the date of receipt of such a written order from the Engineer, the Engineer
100 may employ a working force and equipment and charge the Contractor for the
101 reasonable cost thereof including depreciation for equipment or he may terminate
102 the contract.

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104 **104.14 Contract to be Open-Ended.** The requirement for service to be
105 furnished by the Contractor will be on an “as-needed” basis as called for in these
106 specifications at the applicable unit price bid during the term of this contract and in
107 such numbers as may be required by the State. The unit price bid indicated by the
108 Contractor shall be applicable and binding under the terms of this contract.

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110 Payment for services will be made by purchase order.”
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END OF SECTION 104