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

(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.

(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.

(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:

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

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

"104.13 Performance of Work. The Contractor shall perform work satisfactorily in the judgment of the Engineer during the contract period. If it appears at any time that the work contracted to be performed is not satisfactory, the Engineer may require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to satisfactory status. In case the Contractor fails to comply after

95 five working days from the date of receipt of such a written order from the
96 Engineer, the Engineer may employ a working force and equipment and charge
97 the Contractor for the reasonable cost thereof including depreciation for
98 equipment or he may terminate the contract.
99

100 **104.14 Contract to be Open-Ended.** The requirement for service to be
101 furnished by the Contractor will be on an "as-needed" basis as called for in these
102 specifications at the applicable unit price bid during the term of this contract and
103 in such numbers as may be required by the State. The unit price bid indicated
104 by the Contractor shall be applicable and binding under the terms of this
105 contract.
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107 Payment for services will be made by purchase order."
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113 **END OF SECTION 104**