1		SECTION 105 – CONTROL OF WORK		
2 3 4 5	Make the following amendments to said Section:			
5 6 7	(I)	(I) Amend 105.01 – Authority to read as follows:		
8 9	"105.	"105.01 Authority.		
10 11 12 13		(A) Authority of the Engineer. The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:		
14 15 16		(1) Interpretation of the contract documents.		
10 17 18		(2) Acceptability of the materials furnished and work performed.		
19		(3) Manner of performance and rate of progress of the work.		
20 21 22 23		(4) Acceptable fulfillment of the contract on the part of the Contractor.		
23 24 25		(5) Compensation under the contract.		
26 27 28		The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.		
28 29 30 31 32 33		The Engineer may delegate specific authority to act for the Engineer to a specific person or persons. Such delegation of authority shall be established in writing and shall become effective upon delivery to the Contractor.		
33 34 35 36 37 38 39 40 41 42	(B) Authority of the Inspectors. Inspectors, as a representative of the Engineer or other agencies, will inspect the work done and materials furnished. Such inspection may extend to the preparation, fabrication or manufacture of the materials to be used. The Inspector does not have authority vested in the Engineer unless specifically delegated in writing. The Inspector may not alter or waive the provisions of the contract, issue instructions contrary to the contract, or act as agent or representative of the Contractor.			
43 44 45 46	Failure of an Inspector at any time to reject non-conforming work shall not be considered a waiver of the State's right to require work in strict conformity with the contract documents as a condition of final acceptance.			

HSIP-050-1(044) 105-1a 47 **(C)** Authority of the Consultant and Construction Management. 48 The State may engage consultants and construction managements to 49 perform duties in connection with the work. Unless otherwise specified in 50 writing to the Contractor, such retained consultants and construction 51 managements shall have no greater authority than an Inspector."

52

53 **(II)** Amend **Subsection 105.02 - Submittals** by revising the first paragraph 54 from lines 52 to 61 to read as follows:

55

56 **"105.02 Submittals.** The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The 57 Contractor shall review all submittals for correctness, conformance with the 58 59 requirements of the contract documents and completeness before submitting 60 them to the Engineer. The submittal shall indicate the contract items and specifications subsections for which the submittal is provided. The submittal 61 62 shall be legible and clearly indicate what portion of the submittal is being submitted for review. The Contractor shall provide six copies of the required 63 submissions at the earliest possible date." 64

(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special
 Provisions to read as follows:

68 69

70 71

72 73

65

"(A) Furnishing Drawings and Special Provisions. The State will furnish the Contractor an electronic set of the special provisions and plans." The Contractor shall have and maintain at least one set of plans and specifications on the work site, at all times."

74 (IV) Amend Subsection 105.14(D) – No Designated Storage Area from lines
 75 421 to 432 to read as follows:

"(D) No Designated Storage Area. If no storage area is designated
within the contract documents, materials and equipment may be stored
anywhere within the State highway right-of-way, provided such storage
and access to and from such site, within the sole discretion of the
Engineer, does not create a public or traffic hazard or an impediment to
the movement of traffic."

83 84

(V) Amend 105.16(A) – Subcontract Requirements by adding the following
 paragraph after line 483:

- 86 87
- The 'Specialty Items' of work for this project are as follows:
- 88

89	Section	Description		
90	No.			
91				
92	203	All Contract Items under Section 203 – Excavation and		
93		Embankment		
94	10.1			
95 06	401	Contract Item No. 401.0400 under Section 401 – Hot Mix		
96 07		Asphalt (HMA) Pavement		
97 08	115	Contract Itom No. 115 0110 Cold Dianing of Evicting		
98 00	415	Contract Item No. 415.0110 – Cold Planing of Existing		
99 100		Pavement		
100	629	All Contract Items under Section 629 - Pavement Markings		
101	029	All Contract tierns under Section 029 - Pavement Markings		
102	630	All Contract Items under Section 630 - Traffic Control Guide		
103	000	Signs		
104		Sight		
105	631	All Contract Items under Section 631 - Traffic Control		
107	001	Regulatory, Warning, and Miscellaneous Signs		
108				
109	632	All Contract Items under Section 632 – Markers		
110				
111	641	Contract Item No. 641.0100 under Section 641 – Hydro-Mulch		
112		Seeding		
113				
114	645	Contract Item No. 645.1000 under Section 645 – Work Zone		
115		Traffic Control"		
116				
117				
118	(VI) Amend Subsection 105.16(B) – Substituting Subcontractors from line			
119	487 to line 494 to read:			
120	" <u> </u>			
121		stituting Subcontractors. Under HRS Chapter 103D-302, the		
122	Contractor is required to list the names of persons or firms to be engaged			
123	by the Contractor as a subcontractor or joint contractor in the performance			
124	of the contract. No subcontractor may be added or deleted, unless			
125	authorized by the Engineer. Substitutions will be allowed only if the subcontractor:			
126 127	Subcontrac	LUI.		
127				
128 129		END OF SECTION 105		
127				