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(I) Amend Section 104.11(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.

(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:

(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

48 submission by the Contractor of proper documentation of
49 completed force account work, whether periodic (conforming to the
50 applicable billing cycle) or final. The Engineer shall return any
51 documentation that is defective, to the contractor within fifteen days
52 after receipt, 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
62 order, if the Contractor does not agree with any of the terms or
63 conditions, or the adjustment or non-adjustment of the contract
64 time or contract price, the Contractor shall file a notice of intent to
65 claim within thirty days after the receipt of the written unilateral
66 change order. Failure to file a protest within the time specified
67 shall constitute agreement on the part of the Contractor with the
68 terms, conditions, amounts, and adjustment or non-adjustment of
69 the contract time or the contract price set forth in the unilateral
70 change order.
71

72 The Contractor shall be required to submit cost or pricing data if any
73 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
74 Subchapter 15. A fully executed change order or other document permitting
75 billing for the adjustment in price under any method listed in Subsections
76 104.06(1) through 104.06(7) shall be issued within ten days after agreement on
77 the method of adjustment."
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END OF SECTION 104