

1                                   **SECTION 105 – CONTROL OF WORK**

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3       Make the following amendments to said Section:

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6       **(I)       Amend 105.01 – Authority to read as follows:**

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8       **“105.01   Authority.**

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10       **(A)    Authority of the Engineer.** The Engineer is the representative of  
11       the Director and has all the authority of the Director with respect to the  
12       contract. The Engineer will make decisions on all questions that may  
13       arise regarding the contract, such as, but not limited to:

14                   **(1)**Interpretation of the contract documents.

15                   **(2)**Acceptability of the materials furnished and work performed.

16                   **(3)**Manner of performance and rate of progress of the work.

17                   **(4)**Acceptable fulfillment of the contract on the part of the  
18       Contractor.

19                   **(5)**Compensation under the contract.

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21                   The Engineer’s decisions on questions, claims, and disputes will be  
22       final and conclusive subject to Subsection 107.15 – Disputes and Claims.

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24                   The Engineer may delegate specific authority to act for the  
25       Engineer to a specific person or persons. Such delegation of authority  
26       shall be established in writing and shall become effective upon delivery to  
27       the Contractor.

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29       **(B)    Authority of the Inspectors.** Inspectors, as a representative of  
30       the Engineer or other agencies, will inspect the work done and materials  
31       furnished. Such inspection may extend to the preparation, fabrication or  
32       manufacture of the materials to be used. The Inspector does not have  
33       authority vested in the Engineer unless specifically delegated in writing.  
34       The Inspector may not alter or waive the provisions of the contract, issue  
35       instructions contrary to the contract, or act as agent or representative of  
36       the Contractor.

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38                   Failure of an Inspector at any time to reject non-conforming work  
39       shall not be considered a waiver of the State’s right to require work in strict  
40       conformity with the contract documents as a condition of final acceptance.  
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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.”

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

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

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

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

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

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

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

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87           “The 'Specialty Items' of work for this project are as follows:

|    |                |  |
|----|----------------|--|
| 89 | <b>Section</b> | <b>Description</b>                                       |
| 90 | <b>No.</b>     |  |
| 91 |                |  |
| 92 | 631            | All Contract Items under Section 631 - Traffic Control   |
| 93 |                | Regulatory, Warning, and Miscellaneous Signs             |
| 94 |                |  |
| 95 | 632            | All Contract Items under Section 632 - Markers           |
| 96 |                |  |
| 97 | 645            | Contract Item No. 645.0100 under Section 645 – Work Zone |
| 98 |                | Traffic Control”   |
| 99 |                |  |

100 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** from line  
101 487 to line 494 to read:

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103 **“(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
104 Contractor is required to list the names of persons or firms to be engaged  
105 by the Contractor as a subcontractor or joint contractor in the performance  
106 of the contract. No subcontractor may be added or deleted, unless  
107 authorized by the Engineer. Substitutions will be allowed only if the  
108 subcontractor.”

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**END OF SECTION 105**