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

**(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:

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

**(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.

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.

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  
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.”

65  
66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67 **Provisions** to read as follows:

68  
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.”

73  
74 **(IV) Amend Subsection 105.09 – Coordination Between the Contractors** by  
75 adding the following after line 285:

76  
77 **“(4) Do their best to coordinate work with the other Projects.**

78  
79 The following projects are tentatively scheduled for construction under  
80 separate contracts within the same time frame:

81  
82 **(A)** Kuhio Highway, Hanalei Bridge Repair, Federal Aid Project No. BR-  
83 0560(016); construction is anticipated to begin January 2023.

84  
85 **(B)** Kuhio Highway Resurfacing, Kahiliholo Road to Ka Haku Road,  
86 STP-056-1(064); Route 56 (MP 24.25 to MP 28.12); construction is  
87 anticipated to begin January 2023.

88  
89 **(V) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
90 421 to 432 to read as follows:

92       **“(D) No Designated Storage Area.** If no storage area is designated  
93 within the contract documents, materials and equipment may be stored  
94 anywhere within the State highway right-of-way, provided such storage  
95 and access to and from such site, within the sole discretion of the  
96 Engineer, does not create a public or traffic hazard or an impediment to  
97 the movement of traffic.”  
98

99       **(VI) Amend 105.16(A) – Subcontract Requirements** by adding the following  
100 paragraph after line 483:

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

102       Section	Description
103       No.	
104	
105	
106	
107       301	Contract Item No. 301.0100 under Section 301 – Hot Mix
108	Asphalt Base Course
109	
110       401	Contract Item No. 401.0410 under Section 401 – Hot Mix
111	Asphalt Pavement
112	
113       606	All Contract Items under Section 606 - Guardrail
114	
115       629	All Contract Items under Section 629 - Pavement Markings
116	
117       631	All Contract Items under Section 631 - Traffic Control
118	Regulatory, Warning, and Miscellaneous Signs
119	
120       632	All Contract Items under Section 632 - Markers
121	
122       645	All Contract Item under Section 645 – Work Zone Traffic
123	Control”
124	

125       **(VI) Amend Subsection 105.16(B) – Substituting Subcontractors** from line  
126 487 to line 494 to read:

127       **“(B) Substituting Subcontractors.** Under HRS Chapter 103D-302, the  
128 Contractor is required to list the names of persons or firms to be engaged  
129 by the Contractor as a subcontractor or joint contractor in the performance  
130 of the contract. No subcontractor may be added or deleted, unless  
131 authorized by the Engineer. Substitutions will be allowed only if the  
132 subcontractor:”  
133  
134  
135  
136

**END OF SECTION 105**