

1                                   **SECTION 105 – CONTROL OF WORK**  
2

3    Make the following amendments to said Section:  
4  
5

6    **(I)**     Amend **105.01 – Authority** to read as follows:  
7

8    **“105.01   Authority.**  
9

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

16               **(2)**     Acceptability of the materials furnished and work performed.  
17

18               **(3)**     Manner of performance and rate of progress of the work.  
19

20               **(4)**     Acceptable fulfillment of the contract on the part of the  
21       Contractor.  
22

23               **(5)**     Compensation under the contract.  
24  
25

26               The Engineer’s decisions on questions, claims, and disputes will be  
27       final and conclusive subject to Subsection 107.15 – Disputes and Claims.  
28

29               The Engineer may delegate specific authority to act for the  
30       Engineer to a specific person or persons. Such delegation of authority  
31       shall be established in writing and shall become effective upon delivery to  
32       the Contractor.  
33

34       **(B)    Authority of the Inspectors.** Inspectors, as a representative of  
35       the Engineer or other agencies, will inspect the work done and materials  
36       furnished. Such inspection may extend to the preparation, fabrication or  
37       manufacture of the materials to be used. The Inspector does not have  
38       authority vested in the Engineer unless specifically delegated in writing.  
39       The Inspector may not alter or waive the provisions of the contract, issue  
40       instructions contrary to the contract, or act as agent or representative of  
41       the Contractor.  
42

43               Failure of an Inspector at any time to reject non-conforming work  
44       shall not be considered a waiver of the State’s right to require work in strict  
45       conformity with the contract documents as a condition of final acceptance.  
46

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

76  
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.”

83  
84 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following  
85 paragraph after line 483:

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

89	<b>Section</b>	<b>Description</b>
90	<b>No.</b>	
91		
92	501	All Contract Items under Section 501 – Steel Structures
93		
94	645	Contract Item No. 645.0100 under Section 645 – Work Zone
95		Traffic Control
96		
97	697	All Contract Items under Section 697 – Clean and Paint Steel”
98		
99	<b>(VI)</b> Amend <b>Subsection 105.16(B) – Substituting Subcontractors</b> from line	
100	487 to line 494 to read:	
101		
102	<b>“(B) Substituting Subcontractors.</b> Under HRS Chapter 103D-302, the	
103	Contractor is required to list the names of persons or firms to be engaged	
104	by the Contractor as a subcontractor or joint contractor in the performance	
105	of the contract. No subcontractor may be added or deleted, unless	
106	authorized by the Engineer. Substitutions will be allowed only if the	
107	subcontractor:	
108		
109		
110		
111		
112	<b>END OF SECTION 105</b>	