

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.

28  
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.

37  
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.

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:

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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.”

73  
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.”

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:  
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89	<b>Section</b>	<b>Description</b>
90	<b>No.</b>	
91		
92		
93	203	All Contract Items under Section 203 – Excavation and
94		Embankment
95		
96	401	Contract Item No. 401.0410 under Section 401 – PMA
97		Pavement Mix No. IV (PG 64E-22)
98		
99	421	All Contract Items under Section 421 – High Friction Surface
100		Treatment
101		
102	606	All Contract Items under Section 606 - Guardrail
103		
104	629	All Contract Items under Section 629 - Pavement Markings
105		
106	630	All Contract Items under Section 630 – Traffic Control Guide
107		Signs
108		
109	631	All Contract Items under Section 631 - Traffic Control
110		Regulatory, Warning, and Miscellaneous Signs
111		
112	632	All Contract Items under Section 632 - Markers
113		
114	634	Contract Item No. 634.0100 under Section 634 – Portland
115		Cement Concrete Sidewalk
116		
117	638	All Contract Items under Section 638 – Portland Cement
118		Concrete Curb and Gutter
119		
120	645	Contract Item No. 645.0100 under Section 645 – Work Zone
121		Traffic Control”
122		

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

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

**END OF SECTION 105**