

1                                   **SECTION 105 – CONTROL OF WORK**

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3       Make the following amendments to said Section:

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

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7       **"105.01   Authority.**

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

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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  
22                   be final and conclusive subject to Subsection 107.15 – Disputes and  
23                   Claims.

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

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

38  
39                   Failure of an Inspector at any time to reject non-conforming work  
40                   shall not be considered a waiver of the State's right to require work in strict  
41                   conformity with the contract documents as a condition of final acceptance.  
42  
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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  
50 in 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  
57 items that the Contractor must submit to the Engineer for review and acceptance.  
58 The 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 105.03 – Shop Drawings** by revising line 71 thru 141:  
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68 **“(A) Construction Shop Drawing and Working Drawing**  
69 **Requirements.** The Contractor shall prepare, thoroughly check,  
70 approve, all Working and Construction Shop Drawings, and submit to the  
71 Engineer for review. Construction Shop Drawings shall be stamped by a  
72 professional engineer licensed in the State of Hawaii.  
73

74 Whenever possible, electronic files in MS Word, MS Excel and  
75 Microstation format shall be submitted with the hard copies. The  
76 Contractor shall indicate its approval by stamping and signing each  
77 submittal of Construction Shop Drawings or Working Drawings. Any shop  
78 drawing submitted without being reviewed, stamped and signed will be  
79 returned as an incomplete submittal, and any delay caused thereby shall  
80 be the Contractor’s responsibility.  
81

82 All Working Drawings, which require engineering stamp, shall be  
83 stamped by professional engineers licensed in the State of Hawaii.  
84 Working Drawings shall indicate in detail all parts of an item of work,  
85 including erection and setting instructions and engagements with work of  
86 other trades or other separate contractors.  
87

88 All Working Drawings or Construction Shop Drawings as required  
89 by the contract, or as determined by the Engineer to be necessary to  
90 illustrate details of the work shall be submitted to the Engineer with such  
91 promptness as to cause no delay in the work or the work of any other  
92 Contractor. Delay caused by the failure of the Contractor to submit shop  
93 drawings on a timely basis to allow for review, possible resubmittal and



94 acceptance will not be considered as a justifiable reason for a contract  
95 time extension.

96  
97 The Contractor shall not make changes to the accepted Working or  
98 Construction Shop Drawings without submitting a written request to the  
99 Engineer and reviewing a written acceptance of the change by the  
100 Engineer.

101  
102 By approving and submitting Working Drawings, the Contractor  
103 thereby represents that it has determined and verified all field  
104 measurements and field construction criteria, or will do so, and that it has  
105 checked and coordinated each Working Drawing with the requirements of  
106 the work and the contract documents. When Working Drawings are  
107 prepared and processed before field measurements and field construction  
108 criteria can be or have been determined or verified, the Contractor shall  
109 make all necessary adjustments in the work or resubmit further Working  
110 Drawings, all at no increase in contract price or contract time.

111  
112 The Working Drawings submitted must be accompanied by a  
113 transmittal giving a list of the titles and numbers of the drawings. Each  
114 series shall be numbered consecutively for ready reference and the  
115 submittal shall be marked with enough information to identify itself,  
116 including date, project name and number, name of the submitting  
117 Contractor or subcontractor, revision number, and revision box which  
118 gives date of the revision and what the revisions changed.

119  
120 The size of the sheets that Working Drawings are prepared on shall  
121 be as appropriate to suit the drawing being presented so that the  
122 information is clearly and legibly depicted. The Engineer will determine  
123 what size is appropriate.

124  
125 When required by the contract, the Contractor shall submit to the  
126 Engineer descriptive sheets such as brochures, catalogs and illustrations,  
127 which will completely describe the material, product, equipment, furniture  
128 or appliances to be used in the project as shown in the drawings and  
129 specifications and indicate such conformity by marking, or stamping and  
130 signing each sheet."

131  
132 (IV) Amend **105.04 – Review and Acceptance Process** to read as follows:

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134 "**105.04 Review and Acceptance Process.** The Engineer will complete  
135 the review of the submittal within 30 days from the date of receipt unless a  
136 different review time is established by the contract documents for Working  
137 Drawings or Construction Shop Drawings. The Engineer will advise the  
138 Contractor, in writing, as to the acceptability of the submittal. Should the  
139 Engineer partially or totally reject the submittal, the Contractor shall modify the  
140 submittal as required by the Engineer and resubmit the item within 15 days. At

141 this time, the review and acceptance cycle described above shall begin again.  
142 The review and acceptance cycle shall begin again as described above each  
143 time the submittal is returned to the Contractor for modification. If the volume of  
144 the Working Drawings submitted at any time for review is unusually large, the  
145 Contractor shall inform the Engineer of its preferred order for reviews, and the  
146 Engineer will use reasonable efforts to accommodate the Contractor's priority.

147  
148 The acceptance by the Engineer of the Contractor's submittal relates only  
149 to their sufficiency and compliance with the intention of the contract. Acceptance  
150 by the Engineer of the Contractor's submittal does not relieve the Contractor of  
151 any responsibility for accuracy of dimensions, details, and proper fit, and for  
152 agreement and conformity of submittal with the contract drawings and  
153 specifications. Nor will the Engineer's acceptance relieve the Contractor of  
154 responsibility for variance from the contract documents unless the Contractor, at  
155 the time of submittal, has provided notice and identification of such variances  
156 required by this section. Acceptance of a variance shall not justify a contract  
157 price or time adjustment unless the contractor requests such adjustment at the  
158 time of submittal and the adjustment is explicitly agreed to in writing by the  
159 Engineer. Any such request shall include price details and proposed scheduling  
160 modifications. Acceptance of a variance is subject to all contract terms,  
161 stipulations and covenants, and is without prejudice to any and all rights under  
162 the surety bond.

163  
164 If the Engineer returns a submittal to the Contractor that has been  
165 rejected, the Contractor, so as not to delay the work, shall promptly make a  
166 resubmittal conforming to the requirements of the contract documents and  
167 indicating in writing on the transmittal and the subject submittal what portions of  
168 the resubmittal have been altered in order to meet the acceptance of the  
169 Engineer. Any other differences between the resubmittal and the prior submittal  
170 shall also be specifically described in the transmittal.

171  
172 No mark or notation made by the Engineer on or accompanying the return  
173 of any submittal to the Contractor shall be considered a request or order for a  
174 change in work. If the Contractor believes any such mark or notation constitutes  
175 a request for a change in the work for which it is entitled to an adjustment in  
176 contract price or contract time, or both, the Contractor must follow the procedures  
177 established in Subsection 104.02 – Changes or lose its right to claim for an  
178 adjustment.

179  
180 **(V) Amend 105.05 – Interpretations of the Contract Documents;**  
181 **Drawings** to read as follows:

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183 **"105.05 Interpretations of the Contract Documents; Drawings.**

184  
185 **(A) Interpretations of the Contract Documents; Conflicts and**  
186 **Ambiguity.** The contract documents are complementary. Any  
187 requirement occurring in one document is as binding as though occurring



188 in all. A stricter requirement prevails over any less strict requirement. The  
189 stricter requirement will be the requirement that provides the greater  
190 product life, durability, strength and function.  
191

192 The Contractor shall carefully study and compare the contract  
193 documents with each other, with field conditions and with the information  
194 furnished by the State and shall immediately report to the Engineer errors,  
195 conflicts, ambiguities, inconsistencies, or omissions discovered. Should  
196 an item not be sufficiently detailed or explained in the contract documents,  
197 the Contractor shall report to the Engineer immediately and request the  
198 Engineer's clarification and interpretation. The Engineer will issue a  
199 clarification or interpretation that is consistent with the intent of and  
200 reasonably inferred from the contract documents.  
201

202 **(B) Priority Within Drawings.**

- 203  
204 (1) Numerical dimensions govern over scaled dimensions,  
205  
206 (2) Larger scale drawings govern over smaller scale drawings,  
207 and  
208  
209 (3) Notations, directions, and dimensions (whether word or  
210 numerical) control over schedules and table references.  
211

212 Any requirement occurring in one or more sheets is as binding as though  
213 occurring in all applicable sheets."  
214

215 **(VI) Amend 105.08 (A) - Furnishing Drawings and Special Provisions to**  
216 **read as follows:**  
217

218 **"(A) Furnishing Drawings and Special Provisions.** The State will  
219 furnish the Contractor 12 sets of the project plans and special provisions.  
220 The project plans furnished will be the same size as that issued for bidding  
221 purposes except as noted in Section 648 – Field-Posted Drawings. The  
222 Contractor shall have and maintain at least one set of plans and  
223 specifications on the work site, at all times."  
224

225 **(VII) Amend 105.14(D) – No Designated Storage Area** from lines 421 to 432  
226 **to read as follows:**  
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228 **"(D) No Designated Storage Area.** If no storage area is designated  
229 within the contract documents, materials and equipment may be stored  
230 anywhere within the State highway right-of-way, provided such storage  
231 and access to and from such site, within the sole discretion of the  
232 Engineer, does not create a public or traffic hazard or an impediment to  
233 the movement of traffic."  
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