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(I) Amend Section 104.11(B) Contractor's Duty to Locate and Protect Utility by adding the following after line 291:

(II) Amend **Section 104.06 Methods of Price Adjustment** as follows:

(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.

(3) The Engineer may base the adjustment for a lump sum item on a calculated proportionate unit price. The Engineer will calculate the proportionate unit price by dividing the original contract lump sum price by the actual or original estimated quantity established by the contract documents.

(5) At the sole option of the Engineer, work may be paid for on a force account basis in accordance with Subsection 109.06 - Force Account Provisions and Compensation.

(7) In the absence of agreement by the parties:

47 (A) For change orders with value not exceeding \$50,000 by
48 documented actual costs of the work, allowing for overhead and
49 profit as set forth in Section 109.05 - Allowances for Overhead and
50 Profit. A change order shall be issued within fifteen days of
51 submission by the contractor of proper documentation of completed
52 force account work, whether periodic (conforming to the applicable
53 billing cycle) or final. The Engineer shall return any
54 documentation that is defective, to the contractor within fifteen days
55 after receipt, with a statement identifying the defect; or
56

57 (B) For change orders with value exceeding \$50,000 by a
58 unilateral determination by the Engineer of the costs attributable to
59 the events or situations with adjustment of profit and fee, all as
60 computed by the Engineer in accordance with applicable sections
61 of HAR Chapters 3-123 and 3-126, and Section 109.05 -
62 Allowances for Overhead and Profit. When a unilateral
63 determination has been made, a unilateral change order shall be
64 issued within ten days. Upon receipt of the unilateral change
65 order, if the contractor does not agree with any of the terms or
66 conditions, or the adjustment or non-adjustment of the contract time
67 or contract price, the contractor shall file a notice of intent to claim
68 within thirty days after the receipt of the written unilateral change
69 order. Failure to file a protest within the time specified shall
70 constitute agreement on the part of the contractor with the terms,
71 conditions, amounts, and adjustment or non-adjustment of the
72 contract time or the contract price set forth in the unilateral change
73 order.
74

75 A contractor shall be required to submit cost or pricing data if any
76 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
77 Subchapter 15. A fully executed change order or other document permitting
78 billing for the adjustment in price under any method listed in Subsections
79 104.06(1) through 104.06(7) shall be issued within ten days after agreement on
80 the method of adjustment."
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87 **END OF SECTION 104**