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(I) Amend Section 104.1 Intent of Contract, Duty of Contractor by adding the following after line 11:

The scope of work for Additive Alternate #1, located at the intersection of Vineyard Boulevard with Queen Emma Street, consists of removing portions of existing traffic signal equipment, roadway pavement, curb, gutter, sidewalks, and curb ramps; installing new traffic signal equipment, curb, gutter, sidewalks, curb ramp, signing, and pavement markings; relocation of existing water lateral, and irrigation system; restoration of asphalt concrete roadway pavement, restoration of Portland Cement Concrete pavement, and landscaping.

The scope of work for the Additive Alternate #2, located at the intersection of Kalanianaʻole Highway with Kalaniiki Street, consists of removing portions of existing traffic signal equipment, roadway pavement, curb, gutter, sidewalks, driveways, curb ramps, terminal impact attenuators, and guardrails; installing new traffic signal equipment, curb, gutter, sidewalks, driveways, curb ramps, terminal impact attenuators, guardrails, signing, and pavement markings; relocation of existing water meter, and irrigation system; restoration of asphalt concrete roadway pavement, restoration of Portland Cement Concrete pavement, and landscaping.

The scope of work for Additive Alternate #3, located at the intersection of H-1 Exit 26A with Koko Head Avenue, consists of removing portions of existing traffic signal equipment, roadway pavement, curb, gutter, sidewalks, driveways, and curb ramps; installing new traffic signal equipment, curb, gutter, sidewalks, driveways, curb ramps, signing, and pavement markings; relocation of existing water lateral, and irrigation system; restoration of asphalt concrete roadway pavement and landscaping.”

48 “(4) The Contractor shall contact the Hawaii One Call Center at 811 prior
49 to any execution in a public right of way or on private property.”
50

51 (III) Amend **Section 104.06 Methods of Price Adjustment** as follows:
52

53 “**104.06 Methods of Price Adjustment.** Any adjustment in the contract price
54 pursuant to a change or claim shall be made in one or more of the following ways:
55

56 (1) By written agreement on a fixed price adjustment before
57 commencement of the pertinent performance.
58

59 (2) By unit prices or other price adjustments specified in the contract or
60 subsequently agreed upon before commencement of the pertinent
61 performance.
62

63 (3) The Engineer may base the adjustment for a lump sum item on a
64 calculated proportionate unit price. The Engineer will calculate the
65 proportionate unit price by dividing the original contract lump sum price by
66 the actual or original estimated quantity established by the contract
67 documents.
68

69 (4) In any other lawful manner as the parties may mutually agree upon
70 before commencement of the pertinent performance.
71

72 (5) At the sole option of the Engineer, work may be paid for on a force
73 account basis in accordance with Subsection 109.06 - Force Account
74 Provisions and Compensation.
75

76 (6) By the cost variations attributable to the events or situations with
77 adjustment of profit and fee, all as specified in the contract or subsequently
78 agreed upon before commencement of the pertinent performance.
79

80 (7) In the absence of agreement by the parties:
81

82 (A) For change orders with value not exceeding \$50,000 by
83 documented actual costs of the work, allowing for overhead and
84 profit as set forth in Section 109.05 - Allowances for Overhead and
85 Profit. A change order shall be issued within fifteen days of
86 submission by the contractor of proper documentation of completed
87 force account work, whether periodic (conforming to the applicable
88 billing cycle) or final. The Engineer shall return any documentation
89 that is defective, to the contractor within fifteen days after receipt,
90 with a statement identifying the defect; or
91

92 (B) For change orders with value exceeding \$50,000 by a unilateral
93 determination by the Engineer of the costs attributable to the events
94 or situations with adjustment of profit and fee, all as computed by

95 the Engineer in accordance with applicable sections of HAR
96 Chapters 3-123 and 3-126, and Section 109.05 - Allowances for
97 Overhead and Profit. When a unilateral determination has been
98 made, a unilateral change order shall be issued within ten days.
99 Upon receipt of the unilateral change order, if the contractor does
100 not agree with any of the terms or conditions, or the adjustment or
101 nonadjustment of the contract time or contract price, the contractor
102 shall file a notice of intent to claim within thirty days after the receipt
103 of the written unilateral change order. Failure to file a protest within
104 the time specified shall constitute agreement on the part of the
105 contractor with the terms, conditions, amounts, and adjustment or
106 nonadjustment of the contract time or the contract price set forth in
107 the unilateral change order.
108

109 A contractor shall be required to submit cost or pricing data if any
110 adjustment in contract price is subject to the provisions of HAR Chapter 3-122,
111 Subchapter 15. A fully executed change order or other document permitting billing
112 for the adjustment in price under any method listed in Subsections 104.06(1)
113 through 104.06(7) shall be issued within ten days after agreement on the method
114 of adjustment."
115
116
117
118

119 **END OF SECTION 104**