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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 Provisions and Compensation.

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

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46 A change order shall be issued within fifteen days of submission by
47 the contractor of proper documentation of completed force account
48 work, whether periodic (conforming to the applicable billing cycle) or
49 final. The Engineer shall return any documentation that is defective,
50 to the contractor within fifteen days after receipt, with a statement
51 identifying the defect; or
52

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

70 A contractor shall be required to submit cost or pricing data if any adjustment
71 in contract price is subject to the provisions of HAR Chapter 3-122, Subchapter 15.
72 A fully executed change order or other document permitting billing for the
73 adjustment in price under any method listed in Subsections 104.06(1) through
74 104.06(6) shall be issued within ten days after agreement on the method of
75 adjustment.”
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79

80 **END OF SECTION 104**