1 2		SECTION 104 – SCOPE OF WORK
2 3 4	Make the following amendment to said Section:	
4 5 6 7	(I) Utility	Amend <b>Section 104.11(B) Contractor's Duty to Locate and Protect</b> by adding the following after line 291:
8 9 10		"(4) The Contractor shall contact the Hawaii One Call Center at 811 prior to any execution in a public right of way or on private property."
11	(II)	Amend Section 104.06 Methods of Price Adjustment as follows:
12 13 14 15 16	<b>"104.06 Methods of Price Adjustment.</b> Any adjustment in the contract price pursuant to a change or claim shall be made in one or more of the following ways:	
17 18 19		(1) By written agreement on a fixed price adjustment before commencement of the pertinent performance.
20 21 22		(2) By unit prices or other price adjustments specified in the contract or subsequently agreed upon before commencement of the pertinent performance.
23 24 25 26 27 28 20		(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.
29 30 31 32		(4) In any other lawful manner as the parties may mutually agree upon before commencement of the pertinent performance.
32 33 34 35 36		(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.
30 37 38 39 40 41		(6) By the cost variations attributable to the events or situations with adjustment of profit and fee, all as specified in the contract or subsequently agreed upon before commencement of the pertinent performance.
42		(7) In the absence of agreement by the parties:
43 44 45 46 47		(A) For change orders with value not exceeding \$50,000 by documented actual costs of the work, allowing for overhead and profit as set forth in Section 109.05 - Allowances for Overhead and Profit. A change order shall be issued within fifteen days of

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

54 (B) For change orders with value exceeding \$50,000 by a 55 unilateral determination by the Engineer of the costs attributable to the events or situations with adjustment of profit and fee, all as 56 57 computed by the Engineer in accordance with applicable sections of HAR Chapters 3-123 and 3-126, and Section 109.05 -58 Allowances for Overhead and Profit. When a unilateral 59 60 determination has been made, a unilateral change order shall be issued within ten days. Upon receipt of the unilateral change 61 order, if the contractor does not agree with any of the terms or 62 conditions, or the adjustment or nonadjustment of the contract time 63 or contract price, the contractor shall file a notice of intent to claim 64 within thirty days after the receipt of the written unilateral change 65 Failure to file a protest within the time specified shall order. 66 constitute agreement on the part of the contractor with the terms, 67 conditions, amounts, and adjustment or nonadjustment of the 68 contract time or the contract price set forth in the unilateral change 69 70 order.

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

78 79

71

- 80
- 81
- 82
- 83 84

## **END OF SECTION 104**