

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **105.01 – Authority** to read as follows:

6
7 **“105.01 Authority.**

8
9 **(A) Authority of the Engineer.** The Engineer is the representative of
10 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 arise
12 regarding the contract, such as, but not limited to:

13
14 **(1)** Interpretation of the contract documents.

15
16 **(2)** Acceptability of the materials furnished and work performed.

17
18 **(3)** Manner of performance and rate of progress of the work.

19
20 **(4)** Acceptable fulfillment of the contract on the part of the
21 Contractor.

22
23 **(5)** Compensation under the contract.

24
25 The Engineer’s decisions on questions, claims, and disputes will be
26 final and conclusive subject to Subsection 107.15 – Disputes and Claims.

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

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

41
42 Failure of an Inspector at any time to reject non-conforming work
43 shall not be considered a waiver of the State’s right to require work in strict
44 conformity with the contract documents as a condition of final acceptance.

46 **(C) Authority of the Consultant and Construction Management.**

47 The State may engage consultants and construction managements to
48 perform duties in connection with the work. Unless otherwise specified in
49 writing to the Contractor, such retained consultants and construction
50 managements shall have no greater authority than an Inspector.”

51
52 **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph
53 from lines 52 to 61 to read as follows:

54
55 **“105.02 Submittals.** The contract contains the description of various items
56 that the Contractor must submit to the Engineer for review and acceptance. The
57 Contractor shall review all submittals for correctness, conformance with the
58 requirements of the contract documents and completeness before submitting them
59 to the Engineer. The submittal shall indicate the contract items and specifications
60 subsections for which the submittal is provided. The submittal shall be legible
61 and clearly indicate what portion of the submittal is being submitted for review.
62 The Contractor shall provide six copies of the required submissions at the earliest
63 possible date.”

64
65 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
66 **Provisions** to read as follows:

67
68 **“(A) Furnishing Drawings and Special Provisions.** The State will
69 furnish the Contractor 12 sets of the project plans and special provisions.
70 The project plans furnished will be the same size as that issued for bidding
71 purposes except as noted in Section 648 – Field-Posted Drawings. The
72 Contractor shall have and maintain at least one set of plans and
73 specifications on the work site, at all times.”

74
75 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
76 421 to 432 to read as follows:

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78 **“(D) No Designated Storage Area.** If no storage area is designated
79 within the contract documents, materials and equipment may be stored
80 anywhere within the State highway right-of-way, provided such storage and
81 access to and from such site, within the sole discretion of the Engineer,
82 does not create a public or traffic hazard or an impediment to the movement
83 of traffic.”

84
85 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following
86 paragraph after line 483:

87
88 The 'Specialty Items' of work for this project are as follows:
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90
91

92	Section	Description
93	No.	
94		
95	301	All Contract Items under Section 301 – Hot Mix Asphalt Base
96		Course
97		
98	401	All Contract Items under Section 401 – Hot Mix Asphalt
99		Pavement
100		
101	415	All Contract Items under Section 415 – Cold Planing of Existing
102		Pavement
103		
104	606	All Contract Items under Section 606 – Guardrail
105		
106	607	All Contract Items under 607 – Chain Link Fences and Gates
107		
108	608	All Contract Items under 608 – Hog Wire Fence
109		
110	622	All Contract Items under Section 622 – Roadway and Sign
111		Lighting System
112		
113	629	All Contract Items under Section 629 - Pavement Markings
114		
115	630	Contract Item No. 630.0100 under Section 630 – Traffic Control
116		Guide Signs
117		
118	631	All Contract Items under Section 631 - Traffic Control
119		Regulatory, Warning, and Miscellaneous Signs
120		
121	632	All Contract Items under Section 632 - Markers
122		
123	645	Contract Item No. 645.0100 under Section 645 – Work Zone
124		Traffic Control”

(VI) Amend **Subsection 105.16(B) – Substituting Subcontractors** by revising the second sentence from line 490 to line 493 to read:

“Contractors may enter into subcontracts only with subcontractors listed in the proposal or with non-listed joint contractors/subcontractors permitted under Subsection 102.06 – Preparation of Proposal.”

END OF SECTION 105

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