

1                                   **SECTION 105 – CONTROL OF WORK**

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3    Make the following amendments to said Section:

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

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7    **“105.01   Authority.**

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

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

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

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

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

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

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

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

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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  
40      the 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.

45  
46       **(C)    Authority of the Consultant and Construction Management.**  
47      The State may engage consultants and construction managements to

perform duties in connection with the work. Unless otherwise specified in writing to the Contractor, such retained consultants and construction managements shall have no greater authority than an Inspector.”

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

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

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

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

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

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

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

The 'Specialty Items' of work for this project are as follows:

Section No.	Description
304	Contract Item No. 304.0100 under Section 304 – Aggregate Base Course

95		
96	401	Contract Item No. 401.0400 under Section 401 – Hot Mix
97		Asphalt Pavement, Mix No. IV
98		
99	415	All Contract Items under Section 415 – Cold Planing of
100		Existing Pavement
101		
102	606	All Contract Items under Section 606 - Guardrail
103		
104	615	All Contract Items under Section 615 – Milled Rumble Strip
105		
106	619	All Contract Items under Section 619 – Planting
107		
108	629	All Contract Items under Section 629 – Pavement Markings
109		
110	631	All Contract Items under Section 631 – Traffic Control,
111		Regulatory, Warning, and Miscellaneous Signs
112		
113	645	All Contract Items under Section 645 – Work Zone Traffic
114		Control”
115		

(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.”

**END OF SECTION 105**