

## SECTION 105 – CONTROL OF WORK

Make the following amendments to said Section:

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

### **"105.01 Authority.**

**(A) Authority of the Engineer.** The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

- (1) Interpretation of the contract documents.
- (2) Acceptability of the materials furnished and work performed.
- (3) Manner of performance and rate of progress of the work.
- (4) Acceptable fulfillment of the contract on the part of the Contractor.
- (5) Compensation under the contract.

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

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

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

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

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

48           The State may engage consultants and construction managements to  
49           perform duties in connection with the work. Unless otherwise specified  
50           in writing to the Contractor, such retained consultants and construction  
51           managements shall have no greater authority than an Inspector.”  
52

53       **(II) Amend Subsection 105.02 - Submittals** by revising the first paragraph  
54       from lines 52 to 61 to read as follows:  
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56       **“105.02 Submittals.** The contract contains the description of various  
57       items that the Contractor must submit to the Engineer for review and acceptance.  
58       The Contractor shall review all submittals for correctness, conformance with the  
59       requirements of the contract documents and completeness before submitting  
60       them to the Engineer. The submittal shall indicate the contract items and  
61       specifications subsections for which the submittal is provided. The submittal  
62       shall be legible and clearly indicate what portion of the submittal is being  
63       submitted for review. The Contractor shall provide six copies of the required  
64       submissions at the earliest possible date.”  
65

66       **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67       **Provisions** to read as follows:  
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69       **“(A) Furnishing Drawings and Special Provisions.** The State will  
70       furnish the Contractor 12 sets of the project plans and special provisions.  
71       The project plans furnished will be the same size as that issued for bidding  
72       purposes except as noted in Section 648 – Field-Posted Drawings. The  
73       Contractor shall have and maintain at least one set of plans and  
74       specifications on the work site, at all times.”  
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76       **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
77       421 to 432 to read as follows:  
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79       **“(D) No Designated Storage Area.** If no storage area is designated  
80       within the contract documents, materials and equipment may be stored  
81       anywhere within the State highway right-of-way, provided such storage  
82       and access to and from such site, within the sole discretion of the  
83       Engineer, does not create a public or traffic hazard or an impediment to  
84       the movement of traffic.”  
85

86       **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following  
87       paragraph after line 483:  
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89       The 'Specialty Items' of work for this project are as follows:  
90

91       Section	Description
92       No.	

94 401 Contract Item No. 401.1000 under Section 401 – Hot Mix  
95 Asphalt Pavement  
96  
97 606 All Contract Items under Section 606 – Guardrail  
98  
99 607 Contract item No. 607.1000 under Section 607 – Chain Link  
100 Fences and Gates  
101  
102 628 Contract Item No. 628.1000 under Section 628 – Shotcrete  
103  
104 629 All Contract Items under Section 629 - Pavement Markings  
105  
106 631 Contract Item No. 631.1000 under Section 631 - Traffic  
107 Control Regulatory, Warning, and Miscellaneous Signs  
108  
109 632 Contract Item No. 632.1000 under Section 632 - Markers  
110  
111 638 All Contract Items under Section 638 – Portland Cement  
112 Concrete Curb and Gutter  
113  
114 641 Contract Item No. 641.1000 under Section 641 – Hydro-Mulch  
115 Seeding  
116  
117 645 Contract Item No. 645.1000 under Section 645 – Work Zone  
118 Traffic Control”  
119

120 **(VI) Amend Subsection 105.16(B) – Substituting Subcontractors** by  
121 revising the second sentence from line 490 to line 493 to read:  
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123 “Contractors may enter into subcontracts only with subcontractors listed in the  
124 proposal or with non-listed joint contractors/subcontractors permitted under  
125 Subsection 102.06 – Preparation of Proposal.”  
126  
127  
128  
129  
130  
131

**END OF SECTION 105**