

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.

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

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

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

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

42  
43           Failure of an Inspector at any time to reject non-conforming work  
44     shall not be considered a waiver of the State’s right to require work in strict  
45     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.”

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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.”

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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 an electronic set of the Special Provisions and  
71 plans. The Contractor shall have and maintain at least one set of plans  
72 and specifications on the work site, at all times.”

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

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

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

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

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Section No.	Description
401	All Contract Items under Section 401 – Hot Mix Asphalt Pavement

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95	503	Contract Item No. 503.0100 under Section 503 – Concrete Structures
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97		
98	603	All Contract Items under Section 603 – Culverts and Storm Drain
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101	604	All Contract Items under Section 604 – Manholes, Inlets and Catch Basins
102		
103		
104	606	All Contract Items under Section 606 – Guardrail
105		
106	612	Contract Item No. 612.0100 under Section 612 – Grouted Rubble Paving
107		
108		
109	629	All Contract Items under Section 629 - Pavement Markings
110		
111	631	Contract Item No. 631.0110 under Section 631 - Traffic Control Regulatory, Warning, and Miscellaneous Signs
112		
113		
114	632	All Contract Items under Section 632 – Markers
115		
116	639	Contract Item No. 639.0110 under Section 639 – Asphalt Concrete Curb and Gutter
117		
118		
119	641	Contract Item No. 641.0100 under Section 641 – Hydro-Mulch Seeding
120		
121		
122	645	All Contract Items under Section 645 – Work Zone Traffic Control
123		
124		
125	663	Contract Item No. 663.0100 under Section 663 – Erosion Control Matting”
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(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**