

1                                   **SECTION 105 – CONTROL OF WORK**

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3    Make the following amendments to said Sections:

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

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7    **“105.01   Authority.**

8  
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.

15  
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.

33  
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.”  
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.”  
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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 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 Subsection 105.16(A) – Subcontract Requirements** by adding  
87           the following paragraph after line 483:  
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91 "The 'Specialty Items' of work for this project are as follows:  
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| 93  | Section | Description                                                  |
|-----|---------|--------------------------------------------------------------|
| 94  | No.     |                                                              |
| 95  |         |                                                              |
| 96  | 301     | Contract Item No. 301.1000 under Section 301 – Hot Mix       |
| 97  |         | Asphalt Base Course                                          |
| 98  |         |                                                              |
| 99  | 401     | All Contract Items under Section 401 – Hot Mix Asphalt (HMA) |
| 100 |         | Pavement                                                     |
| 101 |         |                                                              |
| 102 | 623     | All Contract Items under Section 623 - Traffic Signal System |
| 103 |         |                                                              |
| 104 | 629     | All Contract Items under Section 629 - Pavement Markings     |
| 105 |         |                                                              |
| 106 | 632     | All Contract Items under Section 632 - Markers               |
| 107 |         |                                                              |
| 108 | 645     | Contract Item No. 645.1000 under Section 645 – Work Zone     |
| 109 |         | Traffic Control"                                             |
| 110 |         |                                                              |

111 **(VI) Amend Subsection 105.16(B) – Substituting Subcontractors** by  
112 revising the second sentence from line 490 to line 493 to read:  
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114 "Contractors may enter into subcontracts only with subcontractors listed in the  
115 proposal or with non-listed joint contractors/subcontractors permitted under  
116 Subsection 102.06 – Preparation of Proposal."  
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118  
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120  
121

122 **END OF SECTION 105**