

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.

(C) Authority of the Consultant and Construction Management. 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
201	All Contract Items under Section 201 – Clearing and Grubbing

95 401 Contract Item No. 401.1000 under Section 401 – Hot Mix
96 Asphalt Pavement
97
98 415 Contract Item No. 415.0150 under Section 415 – Cold Planing
99
100 607 All Contract Items under Section 607 – Chain Link Fences and
101 Gates
102
103 629 All Contract Items under Section 629 - Pavement Markings
104
105 641 Contract Item No. 641.1000 under Section 641 – Hydro-Mulch
106 Seeding
107
108 645 All Contract Items under Section 645 – Work Zone Traffic
109 Control”
110

111 **(VI) Amend Subsection 105.16(B) – Substituting Subcontractors** by revising
112 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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END OF SECTION 105