1 2		SECTION 105 – CONTROL OF WORK			
3 4	Make	Make the following amendments to said Section:			
5 6 7	(I)	(I) Amend 105.01 – Authority to read as follows:			
7 8 9	"105.	"105.01 Authority.			
10 11 12 13 14		(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:			
15		(1) Interpretation of the contract documents.			
16 17		(2) Acceptability of the materials furnished and work performed.			
18 19 20		(3) Manner of performance and rate of progress of the work.			
20 21 22 23		(4) Acceptable fulfillment of the contract on the part of the Contractor.			
24		(5) Compensation under the contract.			
25 26 27 28		The Engineer's decisions on questions, claims, and disputes will be final and conclusive subject to Subsection 107.15 – Disputes and Claims.			
29 30 31 32		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.			
<ul> <li>33</li> <li>34</li> <li>35</li> <li>36</li> <li>37</li> <li>38</li> <li>39</li> <li>40</li> <li>41</li> <li>42</li> </ul>		<b>(B)</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.			
42 43 44 45 46		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.			

46

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 in 50 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:

55

56 **"105.02 Submittals.** The contract contains the description of various items that the Contractor must submit to the Engineer for review and acceptance. The 57 Contractor shall review all submittals for correctness, conformance with the 58 59 requirements of the contract documents and completeness before submitting 60 them to the Engineer. The submittal shall indicate the contract items and specifications subsections for which the submittal is provided. The submittal 61 62 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 63 submissions at the earliest possible date." 64

65 **5.01** 

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

68 69

70 71

72 73 **"(A)** Furnishing Drawings and Special Provisions. The State will furnish the Contractor an electronic set of the special provisions and plans." The Contractor shall have and maintain at least one set of plans and specifications on the work site, at all times."

74 (IV) Amend Subsection 105.14(D) – No Designated Storage Area from lines
 75 421 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."
- 83

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

- 86 87
- The 'Specialty Items' of work for this project are as follows:
- 88

89	Section	Description		
90	No.	·		
91				
92	401	Contract Item No. 401.0410 under Section 401 – PMA		
93		Pavement, Mix No. IV		
94				
95	629	All Contract Items under Section 629 - Pavement Markings		
96				
97	630	All Contract Items under Section 630 - Traffic Control Guide		
98		Signs		
99				
100	631	All Contract Items under Section 631 - Traffic Control		
101		Regulatory, Warning, and Miscellaneous Signs		
102				
103	632	All Contract Items under Section 632 - Markers		
104				
105	645	Contract Item No. 645.0100 under Section 645 – Work Zone		
106		Traffic Control"		
107		where the section of the sector of the secto		
108	. ,	ubsection 105.16(B) – Substituting Subcontractors by		
109 110	revising the second sentence from line 490 to line 493 to read:			
110	"Contractors may onter into subcontracts only with subcontractors listed in the			
111	"Contractors may enter into subcontracts only with subcontractors listed in the proposal or with non-listed joint contractors/subcontractors permitted under			
112	Subsection 102.05 – Preparation of Proposal."			
113				
114				
115				
117				
117		END OF SECTION 105		
110		EAD OF SECTION TUS		