1		SECTION 105 – CONTROL OF WORK		
2 3 4 5	<ul><li>Make the following amendments to said Section:</li><li>(I) Amend 105.01 – Authority to read as follows:</li></ul>			
5 6 7				
8 9	"105.	"105.01 Authority.		
10 11 12 13		(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:		
14 15 16		(1) Interpretation of the contract documents.		
10 17 18		(2) Acceptability of the materials furnished and work performed.		
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.		
23 24 25		(5) Compensation under the contract.		
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.		
20 29 30 31 32 33		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.		
34 35 36 37 38 39 40 41 42		<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.		
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.			

STP-0550(005) 105-1a 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."

51

(II) Amend Subsection 105.02 - Submittals by revising the first paragraph
 from lines 52 to 61 to read as follows:

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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 58 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 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

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

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**"(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."

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(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 01	No.	
91 92	301	Contract Item No. 201 0100 under Section 201 Het Mix
92 93	301	Contract Item No. 301.0100 under Section 301 – Hot Mix Asphalt Base Course
95 94		Aspilait Base Course
94 95	305	Contract Item No. 305.0100 under Section 305 – Aggregate
95 96	305	Subbase Course
90 97		Subbase Course
97 98	401	Contract Item No. 401.0410 under Section 401 – Hot Mix
99 99	401	Asphalt (HMA) Pavement
100		
100	415	Contract Item No. 415.0110 under Section 415 – Cold Planing
101	410	of Existing Pavement
102		
105	606	All Contract Items under Section 606 - Guardrail
105	000	
106	629	All Contract Items under Section 629 - Pavement Markings
107	020	
108	630	All Contract Items under Section 630 – Traffic Control Guide
109		Signs
110		
111	631	All Contract Items under Section 631 - Traffic Control
112		Regulatory, Warning, and Miscellaneous Signs
113		
114	632	All Contract Items under Section 632 – Markers
115		
116	636	Contract Item No. 636.1000 under Section 636 - E-
117		Construction License
118		
119	645	All Contract Items under Section 645 – Work Zone Traffic
120		Control
121		
122	648	Contract Item No. 648.1000 under Section 648 – Field Posted
123		Drawings
124		
125	671	Contract Item No. 671.1000 under Section 671 – Protection of
126		Endangered Species
127		
128	699	Contract Item No. 699.1001 under Section 699 – Mobilization"
129		ubsection 405 46/D) Outstituting Outsectory
130		ubsection 105.16(B) – Substituting Subcontractors by
131	revising the secol	nd sentence from line 490 to line 493 to read:
132		

"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." 133 134

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## **END OF SECTION 105**