

1 **SECTION 105 – CONTROL OF WORK**

2
3 Make the following amendments to said Section:

4
5 **(I)** Amend **105.01 – Authority** to read as follows:

6
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:

13
14 **(1)** Interpretation of the contract documents.

15
16 **(2)** Acceptability of the materials furnished and work performed.

17
18 **(3)** Manner of performance and rate of progress of the work.

19
20 **(4)** Acceptable fulfillment of the contract on the part of the
21 Contractor.

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

24
25 The Engineer’s decisions on questions, claims, and disputes will be
26 final and conclusive subject to Subsection 107.15 – Disputes and Claims.

27
28 The Engineer may delegate specific authority to act for the
29 Engineer to a specific person or persons. Such delegation of authority
30 shall be established in writing and shall become effective upon delivery to
31 the Contractor.

32
33 **(B) Authority of the Inspectors.** Inspectors, as a representative of
34 the Engineer or other agencies, will inspect the work done and materials
35 furnished. Such inspection may extend to the preparation, fabrication or
36 manufacture of the materials to be used. The Inspector does not have
37 authority vested in the Engineer unless specifically delegated in writing.
38 The Inspector may not alter or waive the provisions of the contract, issue
39 instructions contrary to the contract, or act as agent or representative of
40 the Contractor.

41
42 Failure of an Inspector at any time to reject non-conforming work
43 shall not be considered a waiver of the State’s right to require work in strict
44 conformity with the contract documents as a condition of final acceptance.

45
46 **(C) Authority of the Consultant and Construction Management.**
47 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 105.03 (A) – Shop Drawings Requirements** by replacing the word “Microstation” in line 74 with “Autocad”.

(IV) **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.”

(V) **Amend Subsection 105.14(D) – No Designated Storage Area** from lines 419 to 431 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.”

(VI) **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
-------------	-------------

95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120

623 All Contract Items under Section 623 - Traffic Signal System

629 All Contract Items under Section 629 - Pavement Markings

631 All Contract Items under Section 631 - Traffic Control
Regulatory, Warning, and Miscellaneous Signs

645 All Contract Items under Section 645 – Work Zone Traffic
Control

650 All Contract Items under Section 650 – Curb Ramps”

(VII) Amend Subsection 105.16(B) – Substituting Subcontractors by
revising the second sentence from line 488 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