

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:**

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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:

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
26 be final and conclusive subject to Subsection 107.15 – Disputes and
27 Claims.

28
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.”
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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
57 various items that the Contractor must submit to the Engineer for review
58 and acceptance. The Contractor shall review all submittals for
59 correctness, conformance with the requirements of the contract
60 documents and completeness before submitting them to the Engineer.
61 The submittal shall indicate the contract items and specifications
62 subsections for which the submittal is provided. The submittal shall be
63 legible and clearly indicate what portion of the submittal is being submitted
64 for review. The Contractor shall provide six copies of the required
65 submissions at the earliest possible date.”
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67 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
68 **Provisions** to read as follows:
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70 **“(A) Furnishing Drawings and Special Provisions.** The State will
71 furnish the Contractor electronic sets of the project plans and special
72 provisions. The Contractor or its subcontractors shall have and maintain
73 at least one set of plans and specifications on the work site at all times.”
74

75 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
76 421 to 432 to read as follows:
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78 **“(D) No Designated Storage Area.** If no storage area is designated
79 within the contract documents, materials and equipment may be stored
80 anywhere within the State highway right-of-way, provided such storage
81 and access to and from such site, within the sole discretion of the
82 Engineer, does not create a public or traffic hazard or an impediment to
83 the movement of traffic.”
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85 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following
86 paragraph after line 483:
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91
92

93 **Section Description**

**NH-STP-0300(164)
105-2a**

**Addendum No. 1
r4/15/21**

94	No.	
95		
96	312	Contract Item No. 312.0100 under Section 312 – Hot Mix
97		Glassphalt Base Course
98		
99	401	Contract Item No. 401.0100 under Section 401 – Hot Mix
100		Asphalt Pavement
101		
102	606	All Contract Items under Section 606 - Guardrail
103		
104	622	All Contract Items under Section 622 – Roadway and Sign
105		Lighting System
106		
107	623	All Contract Items under Section 623 - Traffic Signal System
108		
109	629	All Contract Items under Section 629 - Pavement Markings
110		
111	630	All Contract Items under Section 630 - Traffic Control Guide
112		Signs
113		
114	631	All Contract Items under Section 631 - Traffic Control
115		Regulatory, Warning, and Miscellaneous Signs
116		
117	632	All Contract Items under Section 632 - Markers
118		
119	645	Contract Item No. 645.0100 under Section 645 – Work Zone
120		Traffic Control”

(VI) Amend **Subsection 105.16(B) – Substituting Subcontractors** by revising the second sentence from line 490 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