

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 of
10 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 arise
12 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.

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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 Engineer
29 to a specific person or persons. Such delegation of authority shall be
30 established in writing and shall become effective upon delivery to the
31 Contractor.

32
33 **(B) Authority of the Inspectors.** Inspectors, as a representative of the
34 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 the
40 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.** The
47 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
401	Contract Item No. 401.0500 under Section 401 – Hot Mix Asphalt Pavement

95
96 606 All Contract Items under Section 606 - Guardrail
97
98 623 All Contract Items under Section 623 - Traffic Signal System
99
100 629 All Contract Items under Section 629 - Pavement Markings
101
102 630 All Contract Items under Section 630 - Traffic Control Guide
103 Signs
104
105 631 All Contract Items under Section 631 - Traffic Control
106 Regulatory, Warning, and Miscellaneous Signs
107
108 632 All Contract Items under Section 632 - Markers
109
110 645 Contract Item No. 645.1000 under Section 645 – Work Zone
111 Traffic Control”
112

113 **(VI)** Amend **Subsection 105.16(B) – Substituting Subcontractors** by revising
114 the second sentence from line 490 to line 493 to read:
115

116 “Contractors may enter into subcontracts only with subcontractors listed in the
117 proposal or with non-listed joint contractors/subcontractors permitted under
118 Subsection 102.06 – Preparation of Proposal. This also includes second tier
119 subcontracts.”
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121 **(VII)** Amend **Subsection 105.16(B) – Substituting Subcontractors** by adding
122 the following after the second sentence at line 493:
123

124 “In the event that the work is performed by companies, entities, and/or
125 subcontractors not listed in the proposal or with non-listed joint
126 contractors/subcontractors, the Engineer may terminate the contract in
127 accordance with Subsection 108.11 – Termination of Contract for Cause.”
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129
130
131
132

END OF SECTION 105