

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.”

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
57 items that the Contractor must submit to the Engineer for review and acceptance.
58 The 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
61 specifications subsections for which the submittal is provided. The submittal
62 shall be legible and clearly indicate what portion of the submittal is being
63 submitted for review. The Contractor shall provide six copies of the required
64 submissions at the earliest possible date.”

65
66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**
67 **Provisions** to read as follows:

68
69 **“(A) Furnishing Drawings and Special Provisions.** The State will
70 furnish the Contractor electronic sets of the project plans and special
71 provisions. The Contractor shall have and maintain at least one set of
72 plans and specifications on the work site, at all times.”

73
74 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines
75 421 to 432 to read as follows:

76
77 **“(D) No Designated Storage Area.** If no storage area is designated
78 within the contract documents, materials and equipment may be stored
79 anywhere within the State highway right-of-way, provided such storage
80 and access to and from such site, within the sole discretion of the
81 Engineer, does not create a public or traffic hazard or an impediment to
82 the movement of traffic.”

83
84 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following
85 paragraph after line 483:

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

88
89 **Section Description**
90 **No.**

93 401 Contract Item No. 401.1000 under Section 401 – Dense
94 Graded HMA 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
102 631 All Contract Items under Section 631 - Traffic Control
103 Regulatory, Warning, and Miscellaneous Signs
104
105 632 All Contract Items under Section 632 - Markers
106
107 645 Contract Item No. 645.0100 under Section 645 – Work Zone
108 Traffic Control”
109

110 **(VI) Amend Subsection 105.16(B) – Substituting Subcontractors** by
111 revising the second sentence from line 490 to line 493 to read:
112

113 “Contractors may enter into subcontracts only with subcontractors listed in the
114 proposal or with non-listed joint contractors/subcontractors permitted under
115 **Subsection 102.06 – Preparation of Proposal.**”
116
117
118
119
120
121

END OF SECTION 105