

1                                   **SECTION 105 – CONTROL OF WORK**

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3    Make the following amendments to said Section:

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

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7    **“105.01   Authority.**

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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:

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

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

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

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

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

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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.

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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.

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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.

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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 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.”  
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66 **(III) Amend Subsection 105.08 (A) - Furnishing Drawings and Special**  
67 **Provisions** to read as follows:  
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69 **“(A) Furnishing Drawings and Special Provisions.** The State will  
70 furnish the Contractor 12 sets of the project plans and special provisions.  
71 The project plans furnished will be the same size as that issued for bidding  
72 purposes except as noted in Section 648 – Field-Posted Drawings. The  
73 Contractor shall have and maintain at least one set of plans and  
74 specifications on the work site, at all times.”  
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76 **(IV) Amend Subsection 105.14(D) – No Designated Storage Area** from lines  
77 421 to 432 to read as follows:  
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79 **“(D) No Designated Storage Area.** If no storage area is designated  
80 within the contract documents, materials and equipment may be stored  
81 anywhere within the State highway right-of-way, provided such storage  
82 and access to and from such site, within the sole discretion of the  
83 Engineer, does not create a public or traffic hazard or an impediment to  
84 the movement of traffic.”  
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86 **(V) Amend 105.16(A) – Subcontract Requirements** by adding the following  
87 paragraph after line 483:  
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89 The 'Specialty Items' of work for this project are as follows:  
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| 91 <b>Section</b> | <b>Description</b> |
|-------------------|--------------------|
| 92 <b>No.</b>     |                    |

