

SECTION 105 – CONTROL OF WORK**105.01 Authority.**

(A) Authority of the Engineer. The Engineer is the representative of the Director and has all the authority of the Director with respect to the contract. The Engineer will make decisions on all questions that may arise regarding the contract, such as, but not limited to:

- (1) Interpretation of the contract documents.
- (2) Acceptability of the materials furnished and work performed.
- (3) Manner of performance and rate of progress of the work.
- (4) Acceptable fulfillment of the contract on the part of the Contractor.
- (5) Compensation under the contract.

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

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

(B) Authority of the Resident Engineer. As the representative of the Engineer, the Resident Engineer has all the authority of the Engineer in matters involving the work.

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

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

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47 **(D) Authority of the Consultant.** The State may engage
48 Consultants to perform duties in connection with the work. Unless
49 otherwise specified in writing to the Contractor, such retained consultants
50 shall have no greater authority than an Inspector.
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52 **105.02 Submittals.** The contract contains the description of various items
53 that the Contractor must submit to the Engineer for review and acceptance.
54 The Contractor shall review all submittals for correctness, conformance with the
55 requirements of the contract documents and completeness before submitting
56 them to the Engineer. The submittal shall indicate the contract items and
57 specifications subsections for which the submittal is provided. The submittal
58 shall be legible and clearly indicate what portion of the submittal is being
59 submitted for review if more than the required submissions at the earliest
60 possible date. The Contractor shall provide six copies of the required
61 submissions at the earliest possible date.
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63 Failure to furnish acceptable submittal(s) may result in the suspension of
64 payments due the Contractor.
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66 The Contractor shall not add onto the submittals any conditions or
67 disclaimers that conflict with the contract requirements.
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69 **105.03 Shop Drawings.**

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71 **(A) Shop Drawing Requirements.** The Contractor shall prepare,
72 thoroughly check, approve, and submit all shop drawings to the Engineer
73 for review. Whenever possible, electronic files in MS Word, MS Excel
74 and Microstation format shall be submitted with the hard copies. The
75 Contractor shall indicate its approval by stamping and signing each
76 submittal of shop drawing. Any shop drawing submitted without being
77 reviewed, stamped and signed will be returned as an incomplete
78 submittal, and any delay caused thereby shall be the Contractor's
79 responsibility.
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81 All drawings, which require an engineering stamp, shall be
82 stamped by professional engineers licensed in the State of Hawaii.
83 Shop drawings shall indicate in detail all parts of an item of work,
84 including erection and setting instructions and engagements with work of
85 other trades or other separate contractors. Shop drawings for structural
86 steel, millwork, pre-cast concrete and falsework, formwork or centering
87 with heights of 40 feet or more or open spans of 20 feet or more shall
88 consist of calculations, fabrication details, erection drawings and other
89 shop drawings, as necessary, to show the details, dimensions, sizes of
90 members, anchor bolt plans, insert locations and other information
91 necessary for the complete fabrication and erection of the structure to be
92 constructed. Shop drawings shall also include stress sheets, drawings,
93 bending diagrams for reinforcing steel, and plans for erection, falsework,

94 framework, cofferdam, and other items or such other similar data
95 required for the successful completion of the work.

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All shop drawings as required by the contract, or as determined by the Engineer to be necessary to illustrate details of the work shall be submitted to the Engineer with such promptness as to cause no delay in the work or the work of any other Contractor. Delay caused by the failure of the Contractor to submit shop drawings on a timely basis to allow for review, possible resubmittal and acceptance will not be considered as a justifiable reason for a contract time extension. Contractor, at its own risk, may proceed with the work affected by the shop drawings after they are submitted but before receiving acceptance. The State shall not be liable for any increase in contract price or contract time required for the correction of work done without the benefit of accepted shop drawings.

The Contractor shall not make changes to the accepted shop drawings without submitting a written request to the Engineer and reviewing a written acceptance of the change by the Engineer.

By approving and submitting shop drawings, the Contractor thereby represents that it has determined and verified all field measurements and field construction criteria, or will do so, and that it has checked and coordinated each shop drawing with the requirements of the work and the contract documents. When shop drawings are prepared and processed before field measurements and field construction criteria can be or have been determined or verified, the Contractor shall make all necessary adjustments in the work or resubmit further shop drawings, all at no increase in contract price or contract time.

The shop drawing submitted must be accompanied by a transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and the submittal shall be marked with enough information to identify itself, including date, project name and number, name of the submitting Contractor or subcontractor, revision number, and revision box which gives date of the revision and what the revisions changed.

The size of the sheets that shop drawings are prepared on shall be appropriate to suit the drawing being presented so that the information is clearly and legibly depicted. The Engineer will determine what size is appropriate.

When required by the contract, the Contractor shall submit to the Engineer descriptive sheets such as brochures, catalogs and illustrations, which will completely describe the material, product, equipment, furniture or appliances to be used in the project as shown in

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140 the drawings and specifications and indicate such conformity by marking,
141 or stamping and signing each sheet.

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143 **(B) Submittal for Deviations and Variances.** The Contractor shall
144 include with the submittal, written notification clearly identifying and
145 summarizing all deviations or variances from the contract drawings,
146 specifications and other contract documents. The variances shall also
147 be clearly indicated on the shop drawing, descriptive sheet, and material
148 sample or color sample. Failure to so notify of and identify such
149 variance shall be grounds for rejection of the related work or materials,
150 notwithstanding that the Engineer accepted the submittal. If the
151 variances are not acceptable to the Engineer, the Contractor will be
152 required to furnish the item as specified or indicated on the contract
153 documents at no increase in contract price or contract time.

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155 **105.04 Review and Acceptance Process.** The Engineer will complete the
156 review of the submittal within 30 days from the date of receipt unless a different
157 review time is established by the contract documents. The Engineer will advise
158 the Contractor, in writing, as to the acceptability of the submittal. Should the
159 Engineer partially or totally reject the submittal, the Contractor shall modify the
160 submittal as required by the Engineer and resubmit the item within 15 days. At
161 this time, the review and acceptance cycle described above shall begin again.
162 The review and acceptance cycle shall begin again as described above each
163 time the submittal is returned to the Contractor for modification. If the volume
164 of the shop drawings submitted at any time for review is unusually large, the
165 Contractor shall inform the Engineer of its preferred order for reviews, and the
166 Engineer will use reasonable efforts to accommodate the Contractor's priority.

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168 The acceptance by the Engineer of the Contractor's submittal relates only
169 to their sufficiency and compliance with the intention of the contract.
170 Acceptance by the Engineer of the Contractor's submittal does not relieve the
171 Contractor of any responsibility for accuracy of dimensions, details, and proper
172 fit, and for agreement and conformity of submittal with the contract drawings and
173 specifications. Nor will the Engineer's acceptance relieve the Contractor of
174 responsibility for variance from the contract documents unless the Contractor, at
175 the time of submittal, has provided notice and identification of such variances
176 required by this section. Acceptance of a variance shall not justify a contract
177 price or time adjustment unless the contractor requests such adjustment at the
178 time of submittal and the adjustment is explicitly agreed to in writing by the
179 Engineer. Any such request shall include price details and proposed
180 scheduling modifications. Acceptance of a variance is subject to all contract
181 terms, stipulations and covenants, and is without prejudice to any and all rights
182 under the surety bond.

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184 If the Engineer returns a submittal to the Contractor that has been
185 rejected, the Contractor, so as not to delay the work, shall promptly make a
186 resubmittal conforming to the requirements of the contract documents and

187 indicating in writing on the transmittal and the subject submittal what portions of
188 the resubmittal have been altered in order to meet the acceptance of the
189 Engineer. Any other differences between the resubmittal and the prior
190 submittal shall also be specifically described in the transmittal.

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192 No mark or notation made by the Engineer on or accompanying the return
193 of any submittal to the Contractor shall be considered a request or order for a
194 change in work. If the Contractor believes any such mark or notation
195 constitutes a request for a change in the work for which it is entitled to an
196 adjustment in contract price, contract time, or both, the Contractor must follow
197 the procedures established in Subsection 104.02 – Changes or lose its right to
198 claim for an adjustment.

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200 **105.05 Interpretations of the Contract Documents; Conflicts and**
201 **Ambiguity.** The contract documents are complimentary. Any requirement
202 occurring in one document is as binding as though occurring in all. A stricter
203 requirement prevails over any less strict requirement. The stricter requirement
204 will be the requirement that provides the greater product life, durability, strength
205 and function.

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207 The Contractor shall carefully study and compare the contract documents
208 with each other, with field conditions and with the information furnished by the
209 State and shall immediately report to the Engineer errors, conflicts, ambiguities,
210 inconsistencies, or omissions discovered. Should an item not be sufficiently
211 detailed or explained in the contract documents, the Contractor shall report to
212 the Engineer immediately and request the Engineer's clarification and
213 interpretation. The Engineer will issue a clarification or interpretation that is
214 consistent with the intent of and reasonably inferred from the contract
215 documents.

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217 **105.06 Priority Within Drawings.**

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219 (1) Numerical dimensions govern over scaled dimensions.

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221 (2) Larger scale drawings govern over smaller scale drawings.

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223 (3) Notations, directions, and dimensions (whether word or numerical)
224 control over schedules, and table references.

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226 Any requirement occurring in one or more of the sheets is as binding as
227 though occurring in all applicable sheets.

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229 **105.07 Examination of Contract Documents and Project Site.** The
230 Contractor shall examine carefully the project site to become familiar with the
231 conditions to be encountered in performing the work and the requirements of the
232 contract documents. The Contractor shall be charged with knowledge of all
233 conditions at the site that may affect the work, including the storage of materials

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234 and equipment and access thereto, that would normally be discovered by a
235 reasonable pre-bid site inspection.

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When the contract drawings include a log of test borings showing a record of the data obtained by the State's investigation of subsurface conditions, said log represents only the finding of the State as to the character of material encountered in its test borings and only at the location of each boring. Underground site conditions in Hawaii vary widely. Accordingly there is no warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work or any part of it, or that other conditions may not occur.

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Subsurface investigations, reports, explorations, and tests utilized by the State in preparation of the contract documents are not part of the contract documents, whether or not they are made available for review and inspection by the Contractor.

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105.08 Coordination Between the Contractor and the State.

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(A) Furnishing Drawings and Special Provisions. The State will furnish the Contractor 10 sets of the project plans and special provisions. The project plans furnished will be the same size as that issued for bidding purposes. The Contractor shall have and maintain at least one set of plans and specifications on the work site, at all times.

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(B) Superintendent. The Contractor shall have a competent superintendent on the work site while work is being performed under the contract. The superintendent shall be able to read and understand the contract documents, shall be experienced in the type of project being undertaken and the work being performed, and shall be fluent in the English language. If a superintendent is not present at the work site, the Engineer shall have the right to suspend the work as described under Subsection 108.10 - Suspension of Work.

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The Contractor shall provide the Engineer a written statement giving the name of the superintendents assigned to the project. The Contractor shall be responsible for notifying the Engineer in writing of any change in the superintendents in a timely manner.

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105.09 Coordination Between the Contractors. Other work by other Contractors may be in progress within or near the project limits. Each Contractor shall conduct work so as not to hinder the progress of the work by other Contractors within or near the project limit. Each Contractor shall be responsible for any damage it causes to work of another Contractor. Contractors shall cooperate with each other, including but not limited to:

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(1) Coordinating their work schedules and traffic control plans.

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- 282 (2) Placing and disposing the materials used.
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- 284 (3) Operating and storage of equipment.
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286 **105.10 Construction Stakes, Lines and Grades.**

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288 **(A) General.** The Contractor shall survey and stake out the work
 289 including verification and establishment of all lines, grades, dimensions,
 290 and elevations within the tolerances shown in Table 105.10-1 –
 291 Construction Survey and Staking Tolerances. The Contractor shall
 292 prepare and maintain field notes and supporting data in a manner
 293 acceptable to the Engineer. The field notes and supporting data shall be
 294 made available to the Engineer immediately upon request. The personnel
 295 doing the survey work and preparing the calculations derived therefrom
 296 shall be made available by the Contractor to the Engineer for explanation,
 297 clarification, or both, immediately upon request.

298 The Contractor shall immediately correct or replace deficient
 299 or inaccurate layout and construction work at no increase in contract price
 300 or contract time.

301 **(B) Survey and Staking Requirements.** The Engineer will furnish
 302 control points for the project limits, points of intersection, and
 303 benchmarks set by the Engineer or others. The Contractor shall be
 304 responsible for the laying out of all other necessary work from the given
 305 information. The Contractor shall reset the layout as many times as
 306 necessary to perform the work.

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308 The Contractor shall preserve control points and stakes or marks
 309 that the Engineer or others have furnished. If the Contractor destroys or
 310 disturbs the control points, stakes, or marks, the State will charge the
 311 Contractor the cost of replacing the stakes or marks.

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Table 105.10-1 Construction Survey and Staking Tolerances⁽¹⁾		
Staking Phase	Horizontal	Vertical
Existing State network control points	±0.06 feet	±0.035 feet × \sqrt{M} ⁽²⁾
Local supplemental control points set from existing State network points	±0.03 feet	±0.01 feet × \sqrt{N} ⁽³⁾
Table 105.10-1 (Continued) Construction Survey and Staking Tolerances⁽¹⁾		

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Centerline points ⁽⁴⁾ — (PC), (PT), (POT), and (POC) including references	±0.03 feet	±0.03 feet
Other centerline points	±0.16 feet	±0.16 feet
Cross-section points and slope stakes ⁽⁵⁾	±0.16 feet	±0.16 feet
Slope stake references ⁽⁵⁾	±0.16 feet	±0.16 feet
Culverts, ditches, and minor drainage structures	±0.16 feet	±0.06 feet
Retaining walls and curb and gutter	±0.06 feet	±0.03 feet
Bridge substructures	±0.03 feet ⁽⁶⁾	±0.03 feet
Bridge superstructures	±0.03 feet ⁽⁶⁾	±0.03 feet
Clearing and grubbing limits	±2.00 feet	—
Roadway subgrade finish stakes ^{(7) (8)}	±0.16 feet	±0.03 feet
Roadway finish stakes ^{(7) (8)}	±0.16 feet	±0.03 feet
<p>(1) At 95% confidence level. Tolerances are relative to existing State network control points. (2) M is the distance in miles. (3) N is the number of instrument setups. (4) Centerline points: PC - point of curve, PT - point of tangent, POT - point on tangent, POC - point on curve. (5) Take the cross-sections normal to the centerline ±1 degree. (6) Bridge control is established as a local network and the tolerances are relative to that network. (7) Includes paved ditches. (8) Set stakes at the top of subgrade and the top of each aggregate course.</p>		

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315 **105.11 Inspection of the Work and Materials.** Materials and each part or
316 details of the work shall be subject to inspection by the Engineer. The
317 Contractor shall furnish the Engineer information, assistance, and provide
318 appropriate safeguards and equipment to allow a complete inspection to be
319 made.

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321 The Engineer may inspect the production, fabrication, and manufacture
322 of materials and items that are to be incorporated into the work. The
323 Contractor shall ensure that the producer, fabricator, and manufacturer provide
324 access to the Engineer, without adjustment in contract price or contract time, at
325 the source of such materials and items or at any other place such materials or

326 items may be located before they are incorporated into the work. The Engineer
327 will comply with safety procedures established by the facility. When any
328 government agency or any utility company is to pay a portion of the cost of the
329 work covered by this contract, they shall have the right to inspect the work.
330 Such inspection shall not make that government or utility company a party to this
331 contract.

332

333 For any inspection, the Contractor shall expose or uncover such portions
334 of the work as requested by the Engineer. After inspection, the Contractor
335 shall restore that portion of the work to the standard required by the contract.
336 When the Engineer orders an inspection that is not considered a normal daily,
337 pre-final or final inspection, that requires uncovering, damage to or destruction
338 of work in place:

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340 (1) If the exposed and inspected work conforms to the contract
341 requirements, the State will reimburse the reasonable costs of exposing,
342 inspecting and restoring the work, as extra work and extend contract time
343 as appropriate.

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345 (2) If the exposed and inspected work is non-conforming or otherwise
346 non-acceptable, the costs and time relating to exposing, inspecting and
347 restoring the work is not reimbursable.

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349 (3) No reimbursement will be allowed for the costs and time of
350 exposing, inspecting and restoring work that the Engineer had not been
351 given reasonable opportunity to inspect before it was covered.

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353 When the contract documents or a written directive from the Engineer
354 requires that certain work not proceed until the Engineer is given notice and the
355 opportunity to inspect, the Engineer may order the work done or materials used
356 without the Engineer having been given notice and opportunity to inspect, to be
357 removed and replaced at no increase in contract price or contract time.

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359 Inspections are performed for the exclusive benefit of the State. The
360 inspection of or the failure to inspect the work shall not relieve the Contractor of
361 obligations to fulfill the contract as prescribed, to correct defective work, and to
362 replace unsuitable or rejected materials regardless of whether payment for such
363 work has been made.

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365 **105.12 Removal of Non-Conforming and Unauthorized Work.** All work
366 that does not conform to the requirements of the contract shall be remedied or
367 removed and replaced by the Contractor at no increase in contract price,
368 contract time, or both. No payment will be made for non-conforming work.

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370 Any work done beyond the work limits shown on the drawings and
371 specifications or established by the Engineer or any additional work done without
372 written authority will be considered as unauthorized work. No payment will be

373 made for unauthorized work. Unauthorized work may be ordered removed at
374 no increase in contract price, contract time, or both.

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376 The Engineer may require that the Contractor submit a schedule
377 acceptable to the Engineer for the performance of corrective or remedial work at
378 the convenience of the State. Should the Contractor fail to submit an
379 acceptable schedule or fail to comply with the accepted schedule for
380 performance of corrective or remedial work, or otherwise fail to comply with any
381 order of the Engineer regarding remedial, corrective, removal and replacement
382 work, the Engineer shall have the authority, in addition to all other remedies,
383 provided by contract or law, to cause non-conforming work to be remedied or
384 removed and replaced, and unauthorized work removed, by someone other
385 than the Contractor. The Engineer may charge the Contractor the cost of such
386 work, or deduct the costs from any monies due or to become due the Contractor,
387 or combination thereof.

388
389 **105.13 Maintenance.** The Contractor shall maintain the work including the
390 removal of all graffiti and defacement, until final acceptance of the project. If
391 the Contractor fails to remedy unsatisfactory maintenance after receipt of a
392 written directive from the Engineer, the Engineer shall have the authority, in
393 addition to other remedies by law, to have such maintenance performed by
394 someone other than the Contractor, to charge the Contractor for such
395 maintenance or deduct the cost of such maintenance from monies due or
396 become due to the Contractor.

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398 **105.14 Storage and Handling of Materials and Equipment.**

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400 **(A) Contractor's Responsibility.** The Contractor as part of the
401 contract price shall provide all storage space. Materials shall be stored
402 and handled to preserve their quality and fitness for the work. The
403 Contractor shall locate stored materials so as to facilitate their prompt
404 inspection by the Engineer. No State land outside the project limits may
405 be used without authority granted by the State agency having jurisdiction
406 over the site. Prior to final inspection, the Contractor at no increase in
407 contract price or contract time shall restore all storage sites within the
408 project limits to their pre-existing or to a different condition approved by
409 the Engineer.

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411 **(B) Permit.** Consistent with State law and subject to the application
412 of the Contractor, the State shall issue a permit for storage of materials
413 and equipment within the State highway right-of-way.

414
415 **(C) Designated Storage Area.** The Contractor may store materials
416 and equipment only within the areas designated in the contract
417 documents.

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419 **(D) No Designated Storage Area.** If no storage area is designated
 420 within the contract documents, materials and equipment may be stored
 421 anywhere within the State highway right-of-way, provided such storage
 422 and access to and from such site, within the sole discretion of the
 423 Engineer, does not create a public or traffic hazard or an impediment to
 424 the movement of traffic .
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426 No State land outside the project limits may be used without
 427 authority granted by the State agency having jurisdiction over the site.
 428 Prior to final inspection, the Contractor at no increase in contract price or
 429 contract time shall restore all storage sites within the project limits to their
 430 pre-existing or to a different condition approved by the Engineer.
 431

432 **(E) Contractor's Risk.** The Contractor assumes all risk of loss or
 433 damage to the stored materials and equipment within the State highway
 434 right-of-way. Storage of materials and equipment within the highway
 435 right-of-way is an element of the Contractor's "performance" as referred to
 436 in Subsection 107.14 – Responsibility for Damage claims; Indemnity
 437 herein. The failure of the Engineer to deny the Contractor the
 438 opportunity to store materials and equipment at any particular location at
 439 any particular time shall not relieve the Contractor of the primary
 440 responsibility to avoid creating traffic and public safety hazards.
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442 **105.15 Value Engineering Incentive Proposal.** On any contract in an
 443 amount greater than \$100,000, the Contractor shall be entitled to an equitable
 444 adjustment to share in cost savings resulting from the value engineering
 445 proposal, subject to the following conditions:
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447 **(1)** A value engineering proposal must result in savings to the State by
 448 providing less costly items than those specified in the contract without
 449 impairing any of their essential functions and characteristics such as
 450 service life, reliability, substitutability, economy of operations, ease of
 451 maintenance, and necessary standardized features.
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453 **(2)** A value engineering proposal shall not be deemed accepted until a
 454 change order has been issued establishing the proposed as part of the
 455 work;
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457 **(3)** A value engineering proposal must be submitted in conformity with,
 458 and is subject to the terms and conditions of HAR §3-132.
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460 **105.16 Subcontracts.**

461 **(A) Subcontract Requirements.** Nothing contained in the contract
 462 documents shall create a contractual relationship between the State and
 463 any subcontractor.
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466 Subject to the provisions of HRS Chapter 103D-302, the
467 Contractor may subcontract a portion of the work but the Contractor shall
468 remain responsible for the work so subcontracted.

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470 The Contractor shall not sublet, sell, transfer, assign, or
471 otherwise dispose of any duty the Contractor may have pursuant to the
472 contract without the written consent of the State.

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474 The Contractor shall perform with his/her own organization work
475 amounting to not less than 30 percent of the total contract cost, except
476 that any items designated by the State in the contract as "specialty items".
477 Where an entire item is subcontracted, the value of work subcontracted
478 will be based on the contract item bid price. When a portion of an item
479 is subcontracted, the value of work subcontracted will be estimated by the
480 Engineer and be based on the cost of such portion of the contract items.

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482 No subcontract shall release the Contractor of any liability under
483 the contract and bonds.

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485 **(B) Substituting Subcontractors.** Under HRS Chapter 103D-302,
486 the Contractor is required to list the names of persons or firms to be
487 engaged by the Contractor as a subcontractor or joint contractor in the
488 performance of the contract. Contractors may enter into subcontracts
489 only with subcontractors listed in the proposal or with non-listed joint
490 contractors/subcontractors permitted under Subsection 102.05 –
491 Preparation of Proposal. No subcontractor may be added or deleted.
492 Substitutions will be allowed only if the subcontractor:

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494 (1) Fails, refuses or is unable to enter into a subcontract.
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496 (2) Becomes insolvent.
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498 (3) Has its Contractor's license suspended or revoked.
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500 (4) Has defaulted or has otherwise breached the subcontract in
501 connection with the subcontracted work.
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503 (5) Or, is unable to comply with other requirements of law
504 applicable to Contractors, subcontractors and public works
505 projects.
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507 Bids that do not comply with the above requirements may be
508 accepted if acceptance is in the best interest of the State and the value of
509 the work to be performed by the subcontractor or joint contractor is equal
510 to or less than one percent of the total bid amount.
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512 When the subcontractor is not prosecuting the work in accordance
513 with the contract, the Contractor shall immediately remove the
514 subcontractor from the project, upon receipt of a written notice from the
515 Engineer. The subcontractor shall not again be employed on the
516 project.

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518 Requests to substitute a subcontractor shall be allowed only upon
519 the written approval of the Engineer. The Contractor agrees to hold the
520 State harmless, defend and indemnify the State for all claims, liabilities,
521 or damages whatsoever, including attorney's fees arising out of or related
522 to the approval or disapproval of the substitution.

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524 **105.17 Dimensions, Performance Standards and Other Values Required**
525 **by the Contract.** When work required by the contract is subject to
526 contractually established tolerances, the Contractor's means and methods shall
527 nevertheless be designed to meet the precise dimensions, performance
528 standards and other values required by the contract. Contractor shall not
529 intentionally attempt to provoke work that does not strictly meet the precise
530 dimensions, performance standards and other values required by the contract.

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END OF SECTION 105