

SECTION 105—CONTROL OF WORK

105.01 AUTHORITY OF THE REPRESENTATIVE—

(a) General. The work will be subject at all times to the inspection of the Representative. Do not restrict or hinder this inspection.

To prevent disputes and litigation, the Representative will:

- determine the quantity of the kinds of work and the quality of material for which payment will be made under the contract;
- determine the answer to questions in relation to the project and its construction; and
- decide differences concerning the performance of the work covered by the contract.

All such determinations, decisions, directions, and explanations needed to complete, explain, or make definite any provisions of these Specifications and Plans will be given promptly, in writing, to the Contractor.

As a condition precedent to filing a claim for additional compensation because of any determination, decision, direction, or explanation of the Representative, submit notice of intent to claim to the District Executive, in writing, within 10 days of the determination, decision, direction, or explanation. This notice of intent will give the Department the opportunity to investigate the claim and to maintain and document information for future resolution or litigation of the claim.

File the claim in writing with the Contracting Officer within 6 months after it accrues and not thereafter. Attach to the claim a copy of the previously submitted notice of intent to claim. The Contracting Officer will attempt to settle and resolve the claim with the Contractor. The Contracting Officer, at his or her discretion, will conduct a claim review meeting to attempt to settle and resolve the claim with the Contractor. If a claim review meeting is held, it will be attended by representatives of the Contractor and such Department representatives as the Contracting Officer considers appropriate.

If the claim is not resolved by agreement between the Contracting Officer and the Contractor, the Agency Head will promptly issue a decision in writing, which will be delivered by registered mail to the Contractor. The decision of the Agency Head will state the reasons for the decision and will inform the Contractor of its right to administrative and judicial review as provided in Chapter 17 of 62 PA C.S. The Agency Head decision will be final and conclusive unless the Contractor files a claim with the Board of Claims within 30 days of receipt of the decision.

(b) Authority to Suspend Work. The Representative may suspend the work, wholly or in part, for the following reasons:

- failure to carry out orders;
- failure to comply with any provisions of the contract; or
- unforeseen conditions not anticipated in estimating the contract time necessary for the completion of the work.

Written notification will be given of the suspension and the reason(s) for the suspension.

(c) Review and Acceptance. Review and acceptance by the Department as specified, stated, or indicated in the contract will be made on the basis of limited, general inspections.

It is understood that, because of such limited reviews, ultimate responsibility for the satisfactory completion of the project, including but not limited to:

- the quality of all materials;
- the quality of all workmanship;

- compliance with all terms of the contract;
- sufficiency, correctness, and accuracy of all working or shop drawings; and
- sufficiency of all QC Plans,

rests solely with the Contractor. Notwithstanding review and/or acceptance, save and hold harmless the Department from the consequences of all defective work as well as all defects, errors and omissions in the working or shop drawings, QC Plans, and plans of every other kind prepared by the Contractor.

105.02 DRAWINGS—The following drawings, when applicable, are required to perform the work:

(a) Contract Drawings. These drawings will be furnished. They show roadway lines, grades, and typical cross sections; location and design of structures; related construction features and details; and construction quantities. Keep one set of the drawings available on the project.

(b) [Standard Drawings](#). [Section 101.03](#)

(c) Working Drawings. Prepare these drawings to supplement the plans. They include falsework drawings, field sketches, erection diagrams, erection stresses and loads, and other details, as necessary to construct the project. Submit two copies of the drawings to the Representative, for review and acceptance, before beginning work on the item involved. All drawings for load-bearing falsework submissions are to be signed and sealed by a Professional Engineer, registered in the State.

(d) Bridge Shop Drawings. Prepare these drawings unless otherwise specified. Prepare drawings in pencil or ink on metric size A1, 594 mm x 841 mm (22-inch by 36-inch) acceptable drafting medium with a 40 mm (1 1/2-inch) margin on the left and 15 mm (1/2-inch) margins on the other three sides. Use at least size 30 metric, 3 mm high (Leroy lettering template 120). Lettering may be by hand. Make details clear and uncluttered, suitable for microfilming. When complete, coat the drawings, with suitable anti-smear spray. Show county, route, segment and offset, station, contract number, design drawing number, name of Contractor, and name of Fabricator. Show complete details, dimensions, material, camber diagrams, and welding details and sequences. Submit two sets of prints to the District Executive, or to an agent designated by the District Executive, for review and acceptance; for bridges carrying railroads, submit two additional sets. One set will be returned with corrections noted. Continue to resubmit until accepted. After acceptance, submit eight sets of full-size final prints, or six sets of 1/2-size prints plus two sets of full-size prints (or more if directed). If the quality of the 1/2-size prints is unacceptable, furnish full size prints upon request and without delay, at no additional cost to the Department. After erection is complete, but before project completion, submit final tracings showing as-built conditions, or two copies of microfilm of the final tracings, to the District Executive.

105.03 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS—

(a) General. Perform work within reasonably close conformity to the lines, grades, dimensions, and indicated details, and/or as specified.

(b) Determination by the Representative.

1. Restricted Performance Specifications. The Representative will determine acceptability of material or construction. When material or construction is not within specification limits, acceptance will be as specified within the individual specification sections, except where test result variations are so great that the material or construction is unacceptable.

2. Other Than Restricted Performance Specifications. For each individual case, the Representative will determine the limits of reasonably close conformity; the judgment given will be final and conclusive.

If it is determined that material or the finished product in which the material was used is not within reasonably close conformity, but that reasonably acceptable work has been produced, the Representative will then

determine if the work will be accepted and remain in place. In this event, written documentation will be provided for acceptance by required contract modification, and/or to provide for an appropriate adjustment in the contract price for such work or material.

If it is determined that material or the finished product is not within reasonably close conformity and has resulted in an inferior or unsatisfactory product, remove or replace it.

(c) Certification of Falsework Adequacy. Have a Professional Engineer, registered in the State, certify that the falsework system has been assembled as shown on the Professional Engineer's signed and sealed falsework drawings prepared as specified in [Section 105.02\(c\)](#). Submit the certification to the Representative before placing loads on the falsework.

105.04 COORDINATION OF PLANS AND SPECIFICATIONS—Perform the work according to the intent of the Plans and Specifications. Do not take advantage of any error on/or omission in the Plans or discrepancy between the Plans and Specifications. In the event such an error, omission, or discrepancy is discovered, immediately notify the Department. Failure to notify the Department will constitute a waiver of all claims for misunderstandings, ambiguities, or any other reasons resulting from the errors, omissions, or discrepancies. If requested, corrections and interpretations necessary for the fulfillment of the Plans and Specifications will be made. Do not use scaled measurements where dimensions on the drawings are given or can be computed.

In case of a discrepancy among the contract documents, the following order of precedence will apply:

- (1) Special Provisions
- (2) Plans (excluding cited [Standard Drawings](#))
- (3) Specifications (other than Special Provisions)
- (4) [Standard Drawings](#)

If any Special Provisions or information on the Plans conflict with these Specifications, the Special Provisions or information on the Plans will govern. If a conflict exists between any portion of the Plans designed specifically for this project and any portion of the [Standard Drawings](#), the former will govern.

If necessary, the District Executive will determine and order, in writing, any modifications or changes in the Plans, [Standard Drawings](#), or Specifications to update, adjust, accept, or complete the work contemplated by the contract as specified in [Section 104.02](#). Wherever reference specifications or publications are specified, comply with the issue or edition (including interim AASHTO specifications and [ASTM](#) tentative designations) in effect on the date bids are opened, unless the date or year of the reference specification or publication is indicated or specified. If there is a conflict between a cited title and a cited section number, the title will take precedence over the section number.

105.05 RESPONSIBILITY OF CONTRACTOR—

(a) General. Keep direct control of the contract and see that the work is properly supervised and is performed satisfactorily and efficiently. Supervise the work personally or appoint a competent superintendent or representative to be on the project at all times. Give this superintendent or representative the authority to receive orders and directions; to execute orders and directions without delay; and to make arrangements for all necessary material, equipment, and labor.

Keep on the project, at all times, a copy of the plans, a copy of the specifications, and a copy of the contract, and a copy of all subcontracts.

The Department is not responsible for the Contractor's satisfactory completion of the contract work as a consequence of the presence of Department representatives or inspectors and their inspection.

(b) Work By Others. For work to be done without the supervision of the Department, investigate the work and anticipate its execution and completion. The Department will not be liable for failure to anticipate the time of performance and completion of such work, except in those cases where, upon timely request, the Department has agreed to cooperate.

(c) Gratuities and Penalties. Do not give or offer, or allow agents, employees, or representatives to give or offer, either directly or indirectly, money, property, entertainment, or other valuable things, to any employee or representative of the Department for any reason, purpose, or cause, or as an inducement, bribe, or reward for doing or omitting to do any act, or for showing any favor or disfavor in relation to any matter relating to the contract. Any

such action will constitute a violation of the contract. Upon satisfactory proof to the Secretary of such violation, the Department may terminate performance of the work and take steps to complete the project, as specified in [Section 108.08](#).

105.06 UTILITY INFRASTRUCTURE AND UTILITY ADJUSTMENTS –

(a) Utility Infrastructure and Utility Adjustments Interfering with Contract Operations. Before submitting a bid for the project, examine the project site and any waste or borrow sites designated in the proposal to determine the location of all Utility Infrastructure and the need for any Utility Adjustments. The Department has indicated in the contract documents such Utility Infrastructure and Utility Adjustments as have been brought to its attention. The Department is not responsible for waste and borrow areas not designated in the contract documents. Accept the responsibility and risk relating to the conditions to be encountered regarding Utility Infrastructure and Utility Adjustments that are indicated in the contract documents or that can be ascertained from a careful pre-bid examination of the project site for any waste or borrow sites designated in the proposal.

Upon execution of the contract, inform all public service companies, individuals, and others owning or controlling any facilities or structures within the limits of the project, which may have to be relocated, adjusted, or reconstructed, of the plan of construction operations. Give due notice to the responsible party in sufficient time for that party to organize and perform such work in conjunction with or in advance of construction operations.

Cooperate with the Utility Infrastructure owners and the owners of all waste and borrow areas not on the project site. Make arrangements for Utility Adjustments necessary to perform the work as indicated in the contract documents. Arrange and perform contract work in and around such Utility Infrastructure in accordance with recognized and accepted engineering and construction practices and in a manner that assists the Utility Infrastructure owners in their required Utility Adjustments.

Refer to the provisions of Act 287-1974, as amended by Act 187-1996, which specifies project responsibilities in regard to public health and safety during excavation and demolition operations in areas of underground utilities.

(b) Delays in the Performance of Work. No additional compensation will be paid because of an impact to the contract work from Utility Infrastructure and Utility Adjustments unless the Contractor establishes, to the satisfaction of the District Executive and the Chief Engineer, that the impact was unforeseen and unforeseeable by a reasonable contractor; that losses could not have been avoided by the judicious handling of forces, equipment and plants, or by reasonable revisions to the schedule of operations; and that the impact has resulted in a documented increase in the cost of performing the contract work, in which case only delay damages will be paid as specified in [Section 111](#).

The following are conditions precedent to the right, if any, of the Contractor to an adjustment in compensation:

- Attend a coordination meeting(s) that will be scheduled and conducted by the Department before beginning construction. The meeting(s) will include all Utility Infrastructure owners. At this meeting(s), be prepared to discuss: the project schedule; all project milestones and required completion dates and all activities related to Utility Infrastructure and Utility Adjustments and; how the project schedule differs from the utility relocation schedule prepared by the Department during project design. Incorporate appropriate information from this meeting(s) into the project schedule as specified in [Section 108.03\(b\)](#) or the Scheduling Special Provision, if applicable. The Department will provide a record of the meeting(s).
- Furnish all schedule updates specified in [Section 108.03\(b\)](#) or the Scheduling Special Provision, if applicable, to all affected Utility Infrastructure owners.
- Comply with the requirements specified in [Section 111](#).

(c) Utility Adjustments by Others. When required, owners or lessees are to bring railway tracks to the established line and grade. Utility Adjustments are to be performed by the owners of the Utility Infrastructure, unless otherwise indicated. Check the line and grade before base or pavement is placed adjacent to or around such Utility Infrastructure.

(d) Damage to Utility Infrastructure. Compensate the owner for all cost of repairing, replacing, or resetting any Utility Infrastructure damaged or disturbed by contract construction as specified in [Section 107.12](#).

Coordinate with the railroad company to provide accepted measures for protection of railroad tracks and ballast from debris, silt, or other foreign matter.

Provide required means of protection, maintenance, cleaning, repair, and replacement of ballast. This work will be subject to the approval of the Railroad's Chief Engineer or authorized representative.

105.07 COOPERATION BETWEEN CONTRACTORS—The Department reserves the right to contract for and perform other work on or near the work covered by the contract.

If separate contracts are awarded within the limits of, or adjacent to, any one project, conduct the work to avoid interfering with or hindering the progress or completion of the work being performed by other contractors. As directed, cooperate with contractors working on the same project. Satisfactorily join work with and in proper sequence with the work of others.

Assume all liability in connection with the contract. Protect and save harmless the Department from all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other contractors working within or outside the same project limits.

105.08 CONSTRUCTION SURVEYING—

(a) Projects that Do Not Include a Construction Surveying Pay Item. If the project plans and specifications do not indicate a separate pay item for Construction Surveying, control stakes will be furnished and placed, offset from the proposed roadway base line, and a grade sheet will be furnished showing the horizontal and vertical measurements from the stakes to the base line and grade of the roadway as planned, including adjusted alignment and grades, as directed, to meet conditions. Where the highway is to be constructed on a grade of more than 4%, an offset stake will be set on each side of each designated grade point. The stakes will be on a direct line through the grade point or base line, or otherwise, as may be required. Slope stakes will be placed adjacent to the top of cut and toe of embankment slopes where these points are more than 2 m (5 feet) vertically above or below the finished grade line. Applicable base line, abutment, pier, sidewall, and wingwall stakes, together with offset, reference, and grade stakes for bridges, arches, slab and box culverts, including metal plate and pipe culverts and other special structures, will also be placed, as required, to facilitate and control the work.

Employ a Professional Land Surveyor or Professional Engineer, registered in the State, qualified in the use of plans, cross sections, and specifications, to establish lines and grades, as may be required. Assume full responsibility for dimensions and elevations taken from the control stakes and the setting of lines and grades.

Furnish templates and other material and place additional stakes and markers necessary for control and guidance of construction operations. Also, furnish the Inspector with any assistance required for checking lines, grades, and measurements established (other than by the Department) and necessary for the performance of the work. The Department does not assume responsibility for the performance of the work as a consequence of this checking.

Preserve survey points and stakes, as placed. If any of these surveying controls are disturbed or destroyed by construction operations, the cost to the Department for replacement will be charged against and deducted from money due or to become due.

(b) Projects that Include a Construction Surveying Pay Item. If the project plans and specifications indicate a separate pay item for Construction Surveying, perform the work as specified in [Section 686](#).

105.09 AUTHORITY AND DUTIES OF INSPECTOR-IN-CHARGE—The Inspector-in-Charge will have immediate responsibility for administering the performance of work on the project.

In case a dispute arises concerning material to be furnished or the manner of performing the work, the Inspector-in-Charge will have authority to reject material or suspend the work until the question at issue can be referred to and be decided by the Representative. A rejection of material or suspension of work will be confirmed by written notice from the Representative.

105.10 INSPECTION OF WORK—The work will be subject to the inspection of the Representative or authorized assistants. Provide them access to the work and furnish them with every reasonable facility for determining whether

the work being performed or which has been completed is according to the requirements of the plans, specifications, and contract, except as otherwise provided. Provide all labor and equipment necessary for such examination.

Should the work thus exposed or examined prove satisfactory, the uncovering or removing and restoring of the uncovered or removed work will be paid for, as specified in [Section 110.03](#), except the incidental work for testing the depth of base and surface courses and pavement will not be paid for separately. Should the work exposed or examined prove defective or unsatisfactory, promptly uncover or remove and satisfactorily restore the defective or unsatisfactory work, at no expense to the Department.

When any unit of government or political subdivision, or any public or private corporation, is to pay a portion of the cost of the work covered by the contract, the respective representatives will have the right to inspect the work. Such inspection will not make any unit of government or political subdivision, or any public or private corporation, a party to this contract and will in no way interfere with the rights of either party to this contract.

105.11 DUTIES OF THE INSPECTOR—Authorized inspectors, who perform their duties under the direction of the Representative, will be assigned to the project.

Execute work under the observation and subject to examination of an inspector(s); carry out such work during the normal working hours of the day, unless specifically directed otherwise. If work is performed during nighttime hours with permission, provide sufficient artificial lighting to assure proper inspection and workmanship.

The inspector is not authorized to do the following: revoke, alter, enlarge, relax, or release any requirements of the specifications; approve or accept any portion of the work; or issue instructions contrary to the plans and specifications.

The presence of the inspector during the performance of any work on the project will not relieve the Contractor of the responsibility for work that is later determined by the Representative to be defective.

105.12 DEFECTIVE WORK AND MATERIAL—If any work and/or material does not meet the requirements of the plans and specifications, or is not within reasonably close conformity, as determined by the Representative, such work and/or material will be declared defective.

Unless otherwise specified, repair, as directed, or remove and replace defective work and/or material at no expense to the Department.

105.13 MAINTENANCE OF PERFORMED WORK—

(a) Maintenance of Performed Work. Maintain performed work, making continuous and effective efforts, with adequate equipment and forces, to keep the roadway or structures in satisfactory condition at all times during construction. Provide such maintenance, at no additional cost to the Department, until relieved of responsibility for further physical work, maintenance, and third party liability as specified in [Section 110.08\(a\)](#).

If, at any time, performed work is not maintained, the Department reserves the right to perform such work as may be considered necessary for traffic accommodation and to deduct the cost thereof from money due or to become due the Contractor.

Provide removals, renewals, restorations, and repairs as required to remedy damage to performed work occurring before relief of Contractor responsibility as specified in [Section 110.08\(a\)](#). Perform such work, according to the terms and conditions of the contract, at no expense to the Department. If, as determined by the Representative, the damage is due to unforeseeable causes beyond the control of the Contractor and occurs despite satisfactory maintenance precautions taken, such work will be paid for, at the Department's expense, as specified in [Section 110.03](#).

(b) Maintenance During Temporary Suspension of Work. If the work is temporarily suspended, wholly or in part, for a sustained or indefinite period, satisfactorily store all materials and take every precaution to prevent damage or deterioration of preformed work. Provide suitable drainage for the roadway by constructing temporary shoulders; by opening culverts, inlets, and parallel ditches; and by erecting temporary drainage structures where necessary.

During suspension, the entire project under contract, or any section, may be opened to traffic, as directed. If opened to traffic, maintain the roadway in satisfactory condition and maintain local traffic as specified in [Section 902](#). Perform such work at no expense to the Department, except as specified in [Section 902.4](#). During work

suspension, remove all protective devices installed on the project. However, if directed, maintain protective devices in certain areas.

If work is suspended in part, the Representative will have the authority to direct that other parts or items of work be performed.

Satisfactorily protect the ends of any sections of rigid-type base course, pavement, or wearing surface opened to traffic during a temporary, partial suspension of work. Maintain this protection, remove it when no longer required, and satisfactorily dispose of protective material.

During any period of work suspension, properly and continuously maintain, in an acceptable growing condition, all living material in newly established plantings, seedings, and soddings furnished under the contract. Take adequate precautions to protect new tree growth and other desirable vegetative growth.

105.14 BORROW AREAS AND WASTE AREAS—

(a) Non-Designated Areas. Locate proposed areas for obtaining borrow material and/or areas for disposal of waste material, when required. Situate areas so cross sections may be taken by the Department to measure the volume of material removed or deposited. Before cross sectioning borrow areas, remove topsoil and stockpile it for replacement when removal of borrow material has been completed.

Review proposed areas with the Representative for approval to negotiate a “Borrow and/or Waste Agreement.” Obtain waterway and/or other required permits as applicable. Prepare and submit an Erosion and Sediment Pollution Control Plan to the Conservation District for approval. Negotiate with the owner(s) of property to be obtained by using the Department’s standard “Borrow and/or Waste Agreement,” available from the District Executive . This standard agreement may be modified to cover unusual or special conditions, provided such conditions are acceptable to the Department. Submit one copy of the executed agreement to the Representative for review and acceptance. Do not proceed with work in the area until such review and acceptance is completed and until written notification of the acceptance is received.

Also submit one copy of applicable permits and of the approved Erosion and Sedimentation Control Plan to the Representative before starting work.

Have the agreement provide for cleaning and leaving the premises and area in a well-drained and, if required, smoothly graded condition, blending into the existing topography. Scarify, lime, fertilize, seed, and mulch any disturbed areas with material, and formulae, at rates typical for the project. When directed, satisfactorily remove and dispose of surplus material.

Perform the clean fill determination for all borrow materials entering the construction right-of-way by completing and submitting the Environmental Due Diligence [Form EDD-VI](#), and, if necessary, [Form EDD-VII](#) to the Department for acceptance.

(b) Designated Areas. If the Department has previously selected areas from which to obtain borrow or areas in which to deposit waste, the proposal will specify the location(s).

For such designated area(s), complete the standard agreement as specified above for Non-Designated Areas. The Department will provide all applicable permits and Erosion and Sediment Pollution Control Plans.

105.15 ARCHEOLOGICAL AND HISTORICAL FINDINGS—In areas where remains of prehistoric people’s dwelling sites or where artifacts of historical or archeological significance are encountered, discontinue construction operations in the general area. Contact will be made with the State Historical and Museum Commission to determine how to proceed. When directed, satisfactorily excavate the site to preserve the artifacts encountered, then remove them for delivery to the custody of the Pennsylvania Historical and Museum Commission. In the event construction operations are halted or delayed because of archeological or historic findings, appropriate adjustments will be made in the contract time as specified in [Section 108.06](#). Such site excavation will be considered extra work as specified in [Section 104.03](#).

105.16 COAL OR VALUABLE MINERAL FINDINGS—If coal or other valuable minerals are uncovered, during prosecution of the work, that are not addressed by contract special provisions, store and handle the coal and other valuable minerals according to the directions of the Representative.

Do not claim or assume ownership rights.

If direction is given to handle and dispose of the material in a manner other than as unsuitable material, the contract time and contract price may be adjusted as specified in [Section 110.02](#).