

1-05 CONTROL OF WORK**1-05.1 Authority of the Engineer**

The Engineer shall be satisfied that all the Work is being done in accordance with the requirements of the Contract. The Contract and Specifications give the Engineer authority over the Work. Whenever it is so provided in this Contract, the decision of the Engineer shall be final: provided, however, that if an action is brought within the time allowed in this Contract challenging the Engineer's decision, that decision shall be subject to the scope of judicial review provided in such cases under Washington case law.

The Engineer's decisions will be final on all questions including, but not limited to, the following:

1. Quality and acceptability of materials and Work,
2. Measurement of unit price Work,
3. Acceptability of rates of progress on the Work,
4. Interpretation of Plans and Specifications,
5. Determination as to the existence of changed or differing site conditions,
6. Fulfillment of the Contract by the Contractor,
7. Payments under the Contract including equitable adjustment,
8. Suspension(s) of Work,
9. Termination of the Contract for default or public convenience,
10. Determination as to unworkable days, and
11. Approval of Working Drawings.

The Project Engineer represents the Engineer on the project, with full authority to enforce Contract requirements and carry out the Engineer's orders. If the Contractor fails to respond promptly to the requirements of the Contract or orders from the Engineer:

1. The Project Engineer may use Contracting Agency resources, other contractors, or other means to accomplish the Work, and
2. The Contracting Agency will not be obligated to pay the Contractor, and will deduct from the Contractor's payments any costs that result when any other means are used to carry out the Contract requirements or Engineer's orders.

At the Contractor's risk, the Project Engineer may suspend all or part of the Work if:

1. The Contractor fails to fulfill Contract terms, to carry out the Engineer's orders, or to correct unsafe conditions of any nature;
2. The weather or other conditions are unsuitable; or
3. It is in the public interest.

Nothing in these Specifications or in the Contract requires the Engineer to provide the Contractor with direction or advice on how to do the Work. If the Engineer approves or recommends any method or manner for doing the Work or producing materials, the approval or recommendation shall not:

1. Guarantee that following the method or manner will result in compliance with the Contract,
2. Relieve the Contractor of any risks or obligations under the Contract, or
3. Create any Contracting Agency liability.

1-05.2 Authority of Assistants and Inspectors

The Project Engineer may appoint assistants and Inspectors to assist in determining that the Work and materials meet the Contract requirements. Assistants and Inspectors have the authority to reject defective material and suspend Work that is being done improperly, subject to the final decisions of the Project Engineer or, when appropriate, the Engineer.

Assistants and Inspectors are not authorized to accept Work, to accept materials, to issue instructions, or to give advice that is contrary to the Contract. Work done or material furnished which does not meet the Contract requirements shall be at the Contractor's risk and shall not be a basis for a claim even if the Inspectors or assistants purport to change the Contract.

Assistants and Inspectors may advise the Contractor of any faulty Work or materials or infringements of the terms of the Contract; however, failure of the Project Engineer or the assistants or Inspectors to advise the Contractor does not constitute acceptance or approval.

1-05.3 Plans and Working Drawings

The Contract Plans are defined in [Section 1-01.3](#). Any proposed alterations by the Contractor affecting the requirements and information in the Contract Plans shall be in writing and will require approval of the Engineer.

To detail and illustrate the Work, the Engineer may furnish to the Contractor additional plans and explanations consistent with the original plans. The Contractor shall perform the Work according to these additional plans and explanations.

The Contractor shall submit supplemental Working Drawings as required for the performance of the Work. Except as noted, all drawings and other submittals shall be delivered directly to the Project Engineer. The drawings shall be on sheets measuring 22 by 34-inches, 11 by 17-inches, or on sheets with dimensions in multiples of 8½ by 11-inches. The drawings shall be provided far enough in advance of actual need to allow for the review process by the Contracting Agency or other agencies. This may involve resubmittals because of revisions or rejections. Unless otherwise stated in the Contract, the Engineer will require up to 30-calendar days from the date the submittals or resubmittals are received until they are sent to the Contractor. After a plan or drawing has been approved and returned to the Contractor, all changes that the Contractor proposes shall be submitted to the Project Engineer for review and approval. This time will increase if the drawings submitted do not meet the Contract requirements or contain insufficient details.

If more than 30-calendar days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with [Section 1-08.8](#).

The Contractor shall obtain the Engineer's written approval of the drawings before proceeding with the Work they represent. This approval shall neither confer upon the Contracting Agency nor relieve the Contractor of any responsibility for the accuracy of the drawings or their conformity with the Contract. The Contractor shall bear all risk and all costs of any Work delays caused by nonapproval of these drawings or plans.

Unit Bid prices shall cover all costs of Working Drawings.

1-05.4 Conformity With and Deviations From Plans and Stakes

The Special Provisions may require that the Contractor be contractually responsible for part or all of the project surveying. For survey requirements not the responsibility of the Contractor, the Engineer will lay out and set construction stakes and marks needed to establish the lines, grades, slopes, cross-sections, and curve superelevations. These stakes and marks will govern the Contractor's Work. The Contractor shall take full responsibility for detailed dimensions, elevations, and slopes measured from them.

All Work performed shall be in conformity with the lines, grades, slopes, cross sections, superelevation data, and dimensions as shown in the Plans, or as staked. If the Plans, Special Provisions, or these Specifications, state specific tolerances, then the Work shall be performed within those limits. The Engineer's decision on whether the Work is in conformity shall be final, as provided in [Section 1-05.1](#).

The Contractor shall not deviate from the approved Plans and Working Drawings unless the Engineer approves in writing.

When the Contracting Agency is responsible for roadway surveying, and the Contractor trims the Subgrade with an automatic machine guided by reference lines, the Engineer will set control stakes for line and grade only once after grading is complete. To gain better control with unusual pavement widths or for other reasons, the Engineer may set more control stakes without added cost to the Contractor. The Contractor shall set reference lines from these control stakes for trimming Subgrade, for surfacing, and for controlling the paving machines.

The Contractor shall work to preserve stakes, marks, and monuments set by the Engineer. The Contracting Agency will deduct from payments due the Contractor all costs to replace such stakes, marks, and monuments carelessly or willfully damaged or destroyed by the Contractor's operation.

The Contractor shall provide enough safe areas to permit the Engineer to set those points and elevations that are the responsibility of the Contracting Agency and to perform random checks of the surveying performed by the Contractor.

The Contractor shall keep the Engineer informed of staking requirements to provide the Engineer with adequate time to set the stakes for which the Contracting Agency is responsible. Contractor requests for stakes shall be made at least three working days before the Engineer needs to begin the staking operation.

1-05.5 Vacant**1-05.6 Inspection of Work and Materials**

The Engineer may inspect all Work and materials for conformity with Contract terms. To ensure the Engineer's safety and access during these inspections, the Contractor shall provide any equipment needed, such as walkways, railings, ladders, and platforms.

When the Engineer requests, the Contractor shall (without charge) provide samples of materials used or to be used in the Work. If the Contractor uses materials tested and approved for one project in an unrelated project, the Contracting Agency may deduct its testing and inspection costs from payments due the Contractor. The Engineer may order the Contractor to remove and replace, and bear the cost of doing so, any materials used without inspection.

Any inspections, tests, measurements, or other actions by Contracting Agency employees serve only one purpose: to assure the Engineer that Work, materials, progress rate, and quantities comply with Contract terms. Such work by Contracting Agency employees shall not relieve the Contractor from doing any Contract-assigned Work or from determining whether Contract requirements are being met. The Contractor shall correct any substandard Work or materials. The Engineer will reject unsuitable Work or materials even though inspected or paid for in a progress estimate.

If the Engineer requests, then the Contractor shall remove or uncover any area of the completed Work. After the Engineer inspects it, the Contractor shall restore the area to the standard the Contract requires. The Contractor shall bear the cost of uncovering, removing, and restoring the exposed Work: (a) if it proves unacceptable, or (b) if it was placed without authority or without due notice to the Engineer. The Contracting Agency will pay these costs by agreed price or by force account if the Work proves to be acceptable and the Contractor had performed the original Work with the authority of and due notice to the Engineer.

The Contractor, if advised to do so by the Engineer, shall permit representatives from other agencies to inspect the Work when it is to be done:

1. On any railroad, utility, or facility of a public agency; or
2. To the satisfaction of any federal, state, or municipal agency.

In any crushing or screening operation, the Contractor shall provide and install a mechanical sampler that:

1. Is automatic or semi-automatic;
2. Can safely and easily obtain representative samples of the materials being produced;
3. Can convey the samples to ground level in Contracting Agency-provided sacks;
4. Moves at an even rate through the full width of the materials stream falling from the discharge end of the belt, gate, or chute;
5. Is power driven during the material intercept cycle; and
6. Can be adjusted to take samples of about 100-pounds as often as the Engineer requires.

No material from the crushing or screen operation will be accepted until after the Engineer has approved the design and operation of the sampling equipment. The Contractor shall bear all costs of providing the sampling equipment, the power to operate it, and the space for its use.

1-05.7 Removal of Defective and Unauthorized Work

The Contracting Agency will not pay for unauthorized or defective Work. Unauthorized or defective Work includes: Work and materials that do not conform to Contract requirements; Work done beyond the lines and grades set by the Plans or the Engineer; and extra Work and materials furnished without the Engineer's written approval. At the Engineer's order, the Contractor shall immediately remedy, remove, replace, or dispose of unauthorized or defective Work or materials and bear all costs of doing so.

1-05.8 Vacant**1-05.9 Equipment**

At the Engineer's request, the Contractor shall provide an operating and maintenance manual for each model or type of mixing, placing, or processing equipment before using it in the Work. The Contractor shall also provide test instruments to confirm whether the equipment meets operating requirements, such as vibration rate, revolutions-per-minute, or any other requirements.

The Contract may require automatically controlled equipment for some operations. If the automatic controls on such equipment fail, then the Contractor may operate the equipment manually for the remainder of that normal working day, provided the method of operation produces results otherwise meeting the Specifications. Continued operation of the equipment manually beyond this working day will be permitted only by specific authorization of the Engineer.

The Engineer will reject equipment that repeatedly breaks down or fails to produce results within the required tolerances. The Contractor shall have no claim for additional payment or for extension of time due to rejection and replacement of any equipment.

1-05.10 Guarantees

The Contractor shall furnish to the Contracting Agency any guarantee or warranty furnished as a customary trade practice in connection with the purchase of any equipment, materials, or items incorporated into the project.

1-05.11 Final Inspection

The Engineer will not make the final inspection until the physical Work required by the Contract, including final cleanup and all extra Work ordered by the Engineer, has been completed. The Physical Completion Date for the Contract will be determined as provided in [Section 1-08.5](#).

1-05.12 Final Acceptance

The Contractor must perform all the obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the Contracting Agency from unilaterally accepting the Contract as provided in [Section 1-09.9](#). The Secretary accepts the completed Contract and the items of Work shown in the final estimate by signature of the Final Contract Voucher Certification. The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any Work under the Contract.

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any occupational insurance and medical aid required under Title 51 RCW.

Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Contracting Agency shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material.

1-05.13 Superintendents, Labor, and Equipment of Contractor

At all times, the Contractor shall keep at the Work site a set of the Plans, Specifications, Special Provisions, and Addenda. The Contractor shall devote the attention required to make reasonable progress on the Work and shall cooperate fully with the Engineer and Inspectors.

Either the Contractor in person or an authorized representative shall remain on site whenever the Work is underway. Before the Work begins, the Contractor shall name in writing an experienced superintendent who understands the Contract and is able to supervise the Work. This superintendent shall have full authority to represent and act for the Contractor. Any superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such superintendent and name a replacement in writing.

Competent supervisors experienced in the task being performed shall continuously oversee the Contract Work. At the Engineer's written request, the Contractor shall immediately remove and replace any incompetent, careless, or negligent employee.

Noncompliance with the Engineer's request to remove and replace personnel at any level shall be grounds for terminating the Contract under the terms of [Section 1-08.10](#).

The Contractor shall keep all machinery and equipment in good, workable condition. It shall be adequate for its purpose and used by competent operators.

The Engineer will rate the Contractor's performance and Contract compliance in these categories:

1. Progress of Work,
2. Quality of Work,
3. Equipment,
4. Administration/Management/Supervision, and
5. Coordination and Control of Subcontractors.

Whenever the Contracting Agency evaluates the Contractor's prequalification under RCW 47.28.070, it will take these reports into account.

1-05.13(1) Emergency Contact List

The Contractor shall submit an Emergency Contact List to the Engineer no later than five calendar days after the date the Contract is executed. The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent and the Traffic Control Supervisor. The list shall identify a representative with delegated authority to act as the emergency contact on behalf of the Prime Contractor and include one or more alternates. The emergency contact shall be available upon the Engineer's request at other than normal working hours. The Emergency Contact List shall include 24-hour telephone numbers for all individuals identified as emergency contacts or alternates.

1-05.14 Cooperation With Other Contractors

The Contracting Agency may perform other work at or near the site, including any material site, with other forces than those of the Contractor. This work may be done with or without a contract. If such work takes place within or next to this project, the Contractor shall cooperate with all other contractors or forces. The Contractor shall carry out Work under this project in a way that will minimize interference and delay for all forces involved. The Engineer will resolve any disagreements that may arise among the contractors or the Contractor and the Contracting Agency over the method or order of doing the Work. The Engineer's decision in these matters shall be final, as provided in [Section 1-05.1](#).

The coordination of the Work shall be taken into account by the Contractor as part of the site investigation in accordance with [Section 1-02.4](#) and any resulting costs shall be incidental and included within the unit Bid prices in the Contract.

1-05.15 Method of Serving Notices

Any written notice to the Contractor required under these Specifications may be served on the Contractor either personally or by mailing or by delivery to the last post office address known to the Engineer.

All correspondence from the Contractor shall be directed to the Project Engineer.