

EXPECTED IMPLEMENTATION JANUARY 2020

005 CONTROL OF THE WORK (REV 4-26-2019) (FA 7-22-19) (1-20)

ARTICLE 5-9.1 is deleted and the following substituted:

5-9 General Inspection Requirements.

5-9.1 Cooperation by Contractor: Do not perform work or furnish materials without obtaining inspection by the Engineer. Provide the Engineer with safe means of access to the work, so the Engineer can determine whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents. For bridge projects with construction operations accessible only by watercraft, provide safe passage and transport to facilitate the Engineer's inspection of the Work. If the Engineer so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If the Engineer determines that the work so exposed or examined is unacceptable, perform the uncovering or removal, and the replacing of the covering or making good of the parts removed, at no expense to the Department. However, if the Engineer determines that the work thus exposed or examined is acceptable, the Department will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with Section 4-4.

5-9.2 Failure of Engineer to Reject Work During Construction: If, during or prior to construction operations, the Engineer fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the Department to final acceptance. The Department is not responsible for losses suffered due to any necessary removals or repairs of such defects.

5-9.3 Failure to Remove and Renew Defective Materials and Work: If the Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Engineer has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at the Contractor's expense. The Department will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that the Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due the Contractor, or by charging such amounts against the Contract bond.

5-9.4 Inspection by Federal Government: When the United States Government pays a portion of the cost of construction, its representatives may inspect the construction work as they deem necessary. However, such inspection will in no way make the Federal Government a party to the Contract.

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