

0050901 CONTROL OF THE WORK  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Liz Howard  
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Comments: (4-10-15)

Do not perform work or furnish materials without obtaining inspection by the Engineer or his representative AT THE TIME THE WORK IS COMPLETED. Furnish the Engineer with means of access to the work DURING THE EXECUTION OF 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. If the Engineer so requests XXX REMOVE PHRASE at any time before final acceptance of the work XXX, 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.

Response: The expectation is the Engineer will perform inspections requiring the use of any contractor equipment for access during and soon after work is completed while the equipment is readily available. The Department understands the concern addressed in the comment but a limitation will not be added to the specification. No change made.

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Comments: (4-10-15)

I feel the proposed verbiage should not be changed or should be revised for the following reason. Based on the verbiage this puts liability on the contractor and/or can cause issues depending on how it is interpreted. The contractor is responsible for maintaining a safe work area, this is agreed and known, but the question becomes, how far does "access" go? Example: The contractor is installing barrier wall on a bridge deck and has anchor points installed and all fall protection equipment and devices in place. A representative from the Department comes to inspect the steel, but does not have a harness or lanyard and expects the contractor to provide this. The argument becomes "you have to provide me safe access to inspect and it is not safe to access the area without a harness. If you don't provide me a harness and lanyard, you are not providing me access." The other issue is as follows. The contractor provides a harness and lanyard and it fails causing injury. Is the contractor now liable for the injury? While I think I understand the intent of the proposed revision, I think this needs to be more carefully worded.

Response: "Safe means of access" means lifts, ladders, scaffolding, etc. not personal safety equipment. The Engineer is responsible for all personal safety equipment. No changes made.

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Comments: (4-22-15)

Section 5-9.1 Cooperation by Contractor: Recommend replacing the “his” in the first sentence with “Engineer’s” to make it a gender neutral statement, such that it would now read: “Do not perform work or furnish materials without obtaining inspection by the Engineer or Engineer’s representative.”

Response: Deleted the phrase “or his representative” since the definition of Engineer addresses representatives.

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Comments: (4-22-15)

Section 5-9.1 Cooperation by Contractor: Recommend adding “or the Engineer’s representative” to the second sentence similar to the first sentence such that the representative also has the ability to determine if there is safe means to access the work.

Response: The definition of Engineer addresses representatives so adding the phrase is not necessary. See response above. No change made.

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Comments: (4-28-15)

In the second sentence, suggest deleting the words, “, so the Engineer can determine whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents.” Suggest the second sentence to simply read, “Provide the Engineer with safe means of access to the work.” As currently written, the Spec addresses “why” the Engineer needs access which is unnecessary language.

Response: The why is typically not necessary; however, the why in this sentence ties-in with the remaining sentences in the paragraph. No change made.

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