



## INSTRUCTIONS

### Originator:

1. Fill in **DATE SENT** and **DATE DUE**. Allow a reasonable length of time such as 15 working days between dates.
2. Enter Clearance Transmittal Number below form heading. (Example: D-09-121; where the D = originating Bureau, 09 = originating year, 121 = a consecutive number generated by the originating Bureau's Specifications Coordinator)

Originating Bureau Key:

D = Bureau of Design, C = Bureau of Construction and Materials, M = Bureau of Maintenance and Operations, T = Bureau of Highway Safety and Traffic Engineering

3. Place a check mark in the box to the left of the Bureau title to indicate to whom the material is being sent.
4. Place check marks in the boxes to the right of the Bureaus with which the material is being coordinated.
5. Insert your own bureau's name after the word **FROM**.
6. Insert the title of the material after the word **TITLE**.
7. List the action to be taken or any instructions under **REMARKS**.
8. Fill in the information under **RETURN**.

### Reviewer:

1. Place a check mark in 1 of the 3 boxes under **YOUR COMMENTS**.
2. If disapproved or modification is indicated give reason **WHY** changes should be made.
3. Sign and date in space provided.
4. Place a check mark in the block after **RETURN** to have the material returned to its originator.

YOUR COMMENTS (Continued)

## SECTION 105—CONTROL OF WORK

- **Revise Section 105.13 (a) “Maintenance of Performed Work” to read as follows:**

(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 ~~and maintenance, 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](#).

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## SECTION 107—LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- **Revise Section 107.16 (a) “Responsibility for Performed Work” to read as follows:**

(a) **Responsibility for Performed Work.** The terms and conditions of the Contract will be in effect until the work is completed and accepted by the Department, as evidenced by the dated acceptance certificate issued by the Department. However, the Contractor will be relieved of responsibility for further physical work ~~and maintenance,~~ as specified in [Section 110.08\(a\)](#). The issuance of the acceptance certificate does not relieve the Contractor and Surety from continuing liability for latent defects, as specified in Section 107.16(b).

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## SECTION 108—PERFORMANCE AND PROGRESS

- **Revise Section 108.04 (b) “Completion of Sections of Project” to read as follows:**

(b) **Completion of Sections of Project.** Complete any designated section or sections of the project as indicated; as specified; or when directed, in writing, as specified in [Section 107.15](#).

The Contractor will be relieved of responsibility for further physical work ~~and maintenance, only for work items within the section of the project which are satisfactorily completed at the time of, or subsequent to, opening of the section to traffic. The Contractor’s responsibility for further physical work and maintenance, remains for work items within the section of the project which are not satisfactorily completed at the time of, or subsequent to, opening of the section to traffic.~~

Release of Contractor responsibility is further contingent on the following:

- a final inspection of the section has been made as specified in [Section 110.08\(a\)](#);
- the Contractor’s obligation under the contract to replace defective work or material is not relieved;
- the Contractor’s responsibility for repairing any damage to satisfactorily completed work items within the section, which occurs due to construction operations, is not relieved; and
- any work done by the Department, on a designated section of the project that may have been satisfactorily completed, as provided, does not waive the rights of either party to the entire contract.

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## SECTION 110—PAYMENT

• **Revise Section 110.08 (a) “Final Inspection” to read as follows:**

(a) **Final Inspection.** When the project is substantially complete, make arrangements for a mutual final inspection. Substantial completion is the date when at least 90% of the contract work has been completed and the project can be used, occupied, or operated for its intended use.

At the time of final inspection, the Representative, along with the Contractor, will establish the following:

- The date of final inspection;
- The list of all physical work items, by stations and in detail, requiring completion and/or correction; and
- A list of all certificates or documents requiring submission, completion, and/or correction.

As established during the final inspection, perform work as necessary for required correction or completion of all physical work items, and complete, correct, and submit all outstanding certificates and documents.

The Contractor will be relieved of responsibility for further physical work ~~and maintenance, only for work items which are satisfactorily completed at the time of, or subsequent to, the final inspection.~~ The Contractor’s responsibility for further physical work, maintenance, and third-party liability remains for work items, which are not satisfactorily completed at the time of, or subsequent to, the final inspection. When all physical work has been satisfactorily completed according to the requirements of the contract, the Representative will establish the Date of Physical Work Completion.

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Upon receipt and verification, the Representative will establish the date that all required certificates and/or documents are satisfactorily furnished.

When all physical work has been satisfactorily completed and all contractually required certificates and documents have been properly furnished, the date of project acceptance will be established.

If any substantial project section has been completed in advance of the whole, a final inspection will be made of that section and the Contractor will be relieved of responsibility for further physical work ~~and maintenance, on the section of the project as specified in Section 108.04(b).~~ The final inspection will be conducted as specified for the entire project; except, the date of project acceptance will not be established nor will an acceptance certificate be issued.

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