

1 **SECTION 108 - PROSECUTION AND PROGRESS**

2
3 Make the following amendments to said Section:

4
5 **(I) Amend Subsection 108.05(B)(2) – Delay for Permits** by revising lines
6 156 to read as follows:

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8 **“(2) Delay for Permits.** For delays in the routine application
9 and processing time required to obtain necessary permits, including
10 permits to obtain from State agencies, the Engineer may grant an
11 extension provided that the delay is not caused by the Contractor,
12 and provided that as soon as the delay occurs, the Contractor
13 notifies the Engineer in writing that the permits are not available.
14 Time extensions will be the exclusive relief granted on account of
15 such delays.”

16
17 **(II) Amend Subsection 108.06(A)(1) – For Contracts \$2,000,000 or less or**
18 **For Contract Time 100 Working Days or 140 Calendar Days or less** from
19 lines 290 to 295 to read as follows:

20
21 **“(1) For Contracts \$2,000,000 or less or For Contract Time**
22 **100 Working Days or 140 Calendar Days or less.** For
23 contracts of \$2,000,000 or less or for contract time of 100 working
24 days or 140 calendar days or less, the progress schedule will be a
25 Time Scaled Logic Diagram (TSLD). The Contractor shall submit a
26 TSLD submittal package meeting the following requirements and
27 having these essential and distinctive elements:”

28
29 **(III) Amend Subsection 108.06(A)(2) – For Contracts Which Have A**
30 **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**
31 **Than 100 Working Days or 140 Calendar Days** from lines 351 to 358 to read
32 as follows:

33
34 **“(2) For Contracts Which Have A Contract Amount More**
35 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**
36 **Working Days or 140 Calendar Days.** For contracts which have
37 a contract amount more than \$2,000,000 or contract time of more
38 than 100 working days or 140 calendar days, the Contractor shall
39 submit a Time Scaled Logic Diagram (TSLD) meeting the following
40 requirements and having these essential and distinctive elements:”

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42 **(IV) Amend Subsection 108.06(A)(2)(a) line 360** to read as follows:

43
44 **“(a)** The information provided and requirements listed in
45 Subsection 108.06 – For Contracts \$2,000,000 or less or For
46 Contract Time 100 Working Days or 140 Calendar Days or less.”

47
48 **(V) Amend Subsection 108.08 - Liquidated Damages for Failure to**
49 **Complete the Work or Portions of the Work on Time** by revising line 599 to
50 read as follows:

51
52 "to the State, in the amount of \$1,500 per working day."

53
54 **(VI) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**
55 **Closure or Occupancy** from lines 635 to 644 to read as follows:

56
57 **"108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In
58 addition to all other remedies available to the State for Contractor's breach of the
59 terms of the contract, the Engineer will assess the rental fees in the amount of
60 \$500 for every one-to fifteen-minute increment for each roadway lane closed to
61 the public use or occupied beyond the time periods authorized in the contract or
62 by the Engineer. The maximum amount assessed per day shall be \$5,000.
63 The State may, at its discretion, deduct the amount from monies due or that
64 may become due under the contract. The rental fee may be waived in whole
65 or part if the Engineer determines that the unauthorized period of lane closure or
66 occupancy was due to factors beyond the control of the Contractor.
67 Equipment breakdown is not a cause to waive liquidated damages."

68
69 **(VI) Amend Subsection 108.14 – Final Acceptance** from lines 984 to 991 to
70 read as follows:

71
72 **"108.14 Final Acceptance.** When the Engineer finds that the project has
73 been satisfactorily completed in compliance with the contract, the Engineer will
74 notify the Contractor in writing of the projects completion and acceptance
75 effective as of the date of the final inspection. The final acceptance date shall
76 determine the end of the contract time liquidated damages for failure to complete
77 the punchlist and commencement of all guaranty periods subject to Subsection
78 108.16 – Contractor's Responsibility for Work; Risk of Loss or Damage."

79
80
81
82 **END OF SECTION 108**