

1                                   **SECTION 108 - PROSECUTION AND PROGRESS**

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3       Make the following amendments to said Sections:

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5       **(I)     Amend Subsection 108.05(B)(2) – Delay for Permits** by revising lines  
6       149 to 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,  
10                  including permits to be obtained from State agencies, the  
11                  Engineer may grant an extension provided that the delay is not  
12                  caused by the Contractor, and provided that as soon as the delay  
13                  occurs, the Contractor notifies the Engineer in writing that the  
14                  permits are not available. Time extensions will be the exclusive  
15                  relief granted on account of such delays.”

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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 296 to read as follows:

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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  
26                  a TSLD submittal package meeting the following requirements and  
27                  having these essential and distinctive elements:”

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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:

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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  
37                  have a contract amount more than \$2,000,000 or contract time of  
38                  more than 100 working days or 140 calendar days, the Contractor  
39                  shall submit a Timed-Scaled Logic Diagram (TSLD) meeting the  
40                  following requirements and having these essential and distinctive  
41                  elements:”

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

“(a) The information and requirements listed in Subsection 108.06(A)(1) - For Contracts \$2,000,000 or Less or For Contract Time 100 Working Days or 140 Calendar Days or Less.”

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

“to the State, in the amount of \$ 5,000.00 per working day.”

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

“**108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In addition to all other remedies available to the State for Contractor’s breach of the terms of the contract, the Engineer will assess the rental fees in the amount of \$1,500 for every one-to fifteen-minute increment for each roadway lane closed to the public use or occupied beyond the time periods authorized in the contract or by the Engineer. The maximum amount assessed per day shall be \$15,000. The State may, at its discretion, deduct the amount from monies due or that may become due under the contract. The rental fee may be waived in whole or part if the Engineer determines that the unauthorized period of lane closure or occupancy was due to factors beyond the control of the Contractor. Equipment breakdown is not a cause to waive liquidated damages.”

(VII) Amend **Subsection 108.14 – Final Acceptance** from lines 984 to 991 to read as follows:

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

## **END OF SECTION 108**