

1                                   **SECTION 108 - PROSECUTION AND PROGRESS**

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3    Make the following amendments to said Section:

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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 Engineer  
11                  may grant an extension provided that the delay is not caused by  
12                  the Contractor, and provided that as soon as the delay occurs, the  
13                  Contractor notifies the Engineer in writing that the permits are not  
14                  available.     Time extensions will be the exclusive relief granted on  
15                  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.”

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

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45                   **“(a)   The information and requirements listed in**  
46                   **Subsection 108.06(A)(1) - For Contracts \$2,000,000 or Less**

47 or For Contract Time 100 Working Days or 140 Calendar  
48 Days or Less.”  
49

50 **(V) Amend Subsection 108.08 - Liquidated Damages for Failure to**  
51 **Complete the Work or Portions of the Work on Time** by revising line 599 to  
52 read as follows:  
53

54 “to the State, in the amount of \$ 3,000 per working day.”  
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56 **(VI) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**  
57 **Closure or Occupancy** from lines 635 to 644 to read as follows:  
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59 **“108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
60 addition to all other remedies available to the State for Contractor’s breach of the  
61 terms of the contract, the Engineer will assess the rental fees in the amount of  
62 \$2,500 for every one-to fifteen-minute increment for each roadway lane closed  
63 to the public use or occupied beyond the time periods authorized in the contract  
64 or by the Engineer. The State may, at its discretion, deduct the amount from  
65 monies due or that may become due under the contract. The rental fee may  
66 be waived in whole or part if the Engineer determines that the unauthorized  
67 period of lane closure or occupancy was due to factors beyond the control of the  
68 Contractor. Equipment breakdown is not a cause to waive liquidated  
69 damages.”  
70

71 **(VII) Amend Subsection 108.14 – Final Acceptance** from lines 984 to 991 to  
72 read as follows:  
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74 **“108.14 Final Acceptance.** When the Engineer finds that the project has  
75 been satisfactorily completed in compliance with the contract, the Engineer will  
76 notify the Contractor in writing of the project’s completion and acceptance  
77 effective as of the date of the final inspection. The final acceptance date shall  
78 determine end of contract time, liquidated damages for failure to complete the  
79 punchlist and commencement of all guaranty periods subject to Subsection  
80 108.16 – Contractor’s Responsibility for Work; Risk of Loss or Damage.”  
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82  
83  
84  
85

86 **END OF SECTION 108**