

1 **SECTION 108 - PROSECUTION AND PROGRESS**

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3 Make the following amendments to said Section:

4
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:

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
26 a 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
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:**

44
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:
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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:
73

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**