

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 108.01 – Notice to Proceed (NTP)** by revising lines  
6       12 to 20 to read as follows:

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8                   “In the absence of an agreed notice to proceed date, the Engineer  
9                   will issue a notice to proceed to the Contractor. In the event that  
10                  the Engineer establishes a starting date that is more than 240 days  
11                  after the effective date of the contract, the Contractor may submit a  
12                  claim in accordance with, Subsection 107.15 – Disputes and Claims  
13                  for increased labor and material costs which are directly attributable  
14                  to the delay beyond the first 240 days. The Engineer may suspend  
15                  the contract before issuing the notice to proceed, in which case the  
16                  Contractor’s remedies are exclusively those set forth in Subsection  
17                  108.10 – Suspension of Work.”

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19       **(II) Amend Subsection 108.05(B)(2) – Delay for Permits** by revising lines  
20       149 to 156 to read as follows:

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22                  **“(2) Delay for Permits.** For delays in the routine application  
23                  and processing time required to obtain necessary permits,  
24                  including permits to be obtained from State agencies, the Engineer  
25                  may grant an extension provided that the delay is not caused by the  
26                  Contractor, and provided that as soon as the delay occurs, the  
27                  Contractor notifies the Engineer in writing that the permits are not  
28                  available. Time extensions will be the exclusive relief granted on  
29                  account of such delays. Chapter 6E, CDUA, and other  
30                  environmental permits are in process.”

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32       **(III) Amend Subsection 108.06(A)(1) - For Contracts \$2,000,000 or less or**  
33       **For Contract Time 100 Working Days or 140 Calendar Days or less** from  
34       lines 290 to 295 to read as follows:

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36                  **“(1) For Contracts \$2,000,000 or less or For Contract Time**  
37                  **100 Working Days or 140 Calendar Days or Less.** For  
38                  contracts of \$2,000,000 or less or for contract time of 100 working  
39                  days or 140 calendar days or less, the progress schedule will be a  
40                  Time Scaled Logic Diagram (TSLD). The Contractor shall submit  
41                  a TSLD submittal package meeting the following requirements and  
42                  having these essential and distinctive elements:”

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44       **(IV) Amend Subsection 108.06(A)(2) - For Contracts Which Have A**  
45       **Contract Amount More Than \$2,000,000 Or Having A Contract Time Of More**  
46       **Than 100 Working Days Or 140 Calendar Days** from lines 351 to 358 to read  
47       as follows:

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49           **"(2) For Contracts Which Have A Contract Amount More**  
50 **Than \$2,000,000 Or Having A Contract Time Of More Than 100**  
51 **Working Days Or 140 Calendar Days.** For contracts which  
52 have a contract amount more than \$2,000,000 or contract time of  
53 more than 100 working days or 140 calendar days, the Contractor  
54 shall submit a Timed-Scaled Logic Diagram (TSLD) meeting the  
55 following requirements and having these essential and distinctive  
56 elements."

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58 **(V) Amend Subsection 108.06(A)(2)(a) line 360 to read as follows:**  
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60           **"(a)** The information and requirements listed in Subsection  
61 108.06(A)(1) - For Contracts \$2,000,000 or Less or For  
62 Contract Time 100 Working Days or 140 Calendar Days or  
63 Less."  
64

65 **(VI) Amend Subsection 108.08 - Liquidated Damages for Failure to**  
66 **Complete the Work or Portions of the Work on Time** by revising line 599 to  
67 read as follows:  
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69 "to the State, in the amount of \$ 3,000 per working day."  
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71 **(VII) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**  
72 **Closure or Occupancy** from lines 635 to 644 to read as follows:  
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74 **"108.09 Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
75 addition to all other remedies available to the State for Contractor's breach of the  
76 terms of the contract, the Engineer will assess the rental fees in the amount of  
77 \$1,000 for every one-to fifteen-minute increment for each roadway lane closed  
78 to the public use or occupied beyond the time periods authorized in the contract  
79 or by the Engineer. The maximum amount assessed per day shall be \$5,000.  
80 The State may, at its discretion, deduct the amount from monies due or that  
81 may become due under the contract. The rental fee may be waived in whole or  
82 part if the Engineer determines that the unauthorized period of lane closure or  
83 occupancy was due to factors beyond the control of the Contractor. Equipment  
84 breakdown is not a cause to waive liquidated damages."  
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86 **(VIII) Amend Subsection 108.14 – Final Acceptance** from lines 984 to 991 to  
87 read as follows:  
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89 **"108.14 Final Acceptance.** When the Engineer finds that the project has  
90 been satisfactorily completed in compliance with the contract, the Engineer will  
91 notify the Contractor in writing of the project's completion and acceptance  
92 effective as of the date of the final inspection. The final acceptance date shall  
93 determine end of contract time, liquidated damages for failure to complete the

94 punchlist and commencement of all guaranty periods subject to Subsection  
95 108.16 – Contractor's Responsibility for Work; Risk of Loss or Damage."  
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97  
98  
99  
100  
101 **END OF SECTION 108**