

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 on the condition that the delay is  
12                  not caused by the Contractor, and provided that as soon as the  
13                  delay occurs, the Contractor notifies the Engineer in writing that  
14                  the permits are not available.     Time extensions will be the  
15                  exclusive 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 295 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 and it shall meet the following  
27                   requirements and have having these essential and distinctive  
28                   elements.”

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

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

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

47                   “(a) The information and requirements listed in Subsection  
48                   108.06(A)(1) - For Contracts \$2,000,000 or Less or For  
49                   Contract Time 100 Working Days or 140 Calendar Days or  
50                   Less.” A above.  
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52       **(V) Amend Subsection 108.08 - Liquidated Damages for Failure to**  
53       **Complete the Work or Portions of the Work on Time** by revising line 599 to  
54       read as follows:  
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56                   “to the State, in the amount of \$ 3,500 per working day.” specified in the  
57       contract documents.  
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59       **(VI) Amend Subsection 108.09 - Rental Fees for Unauthorized Lane**  
60       **Closure or Occupancy** from lines 635 to 644 to read as follows:  
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62       **“108.09       Rental Fees for Unauthorized Lane Closure or Occupancy.** In  
63       addition to all other remedies available to the State for Contractor’s breach of the  
64       terms of the contract, the Engineer will assess the rental fees in the amount of  
65       \$500 for every one-to fifteen-minute increment for each roadway lane closed to  
66       the public use or occupied beyond the time periods authorized in the contract or  
67       by the Engineer. The maximum amount assessed per day shall be \$5,000.  
68       The State may, at its discretion, deduct the amount from monies due or that  
69       may become due under the contract. The rental fee may be waived in whole or  
70       part if the Engineer determines that the unauthorized period of lane closure or  
71       occupancy was due to factors beyond the control of the Contractor. Equipment  
72       breakdown is not a cause to waive liquidated damages.”  
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74       **(VII) Amend Subsection 108.14 - Final Acceptance** from lines 984 to 991 to  
75       read as follows:  
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77       **“108.14       Final Acceptance.** When the Engineer finds that the project has  
78       been satisfactorily completed in compliance with the contract, the Engineer will  
79       notify the Contractor in writing of the project’s completion and acceptance and  
80       will notify the Contractor in writing of its acceptance effective as of the date of the  
81       final inspection. The final acceptance date shall determine end of contract  
82       time, liquidated damages for failure to complete the punchlist and  
83       commencement of all guaranty periods subject to Subsection 108.16 -  
84       Contractor’s Responsibility for Work; Risk of Loss or Damage.”  
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89                   **END OF SECTION 108**