SP 105 **DISPOSAL OF EXCESS MATERIALS**
(12-2017)

Except as otherwise specifically provided in these Special Provisions, materials in excess of the requirements of the Work under this Contract shall be disposed of by the Contractor **off** the Turnpike right-of-way. It shall be the Contractor's responsibility to select and maintain disposal areas and enter into appropriate waste disposal agreements to dispose of excess materials. All costs associated with disposing of excess materials shall be incidental to the Contract. The Contractor shall supply a copy of the waste disposal agreement to the Commission at least forty-eight (48) hours prior to any disposal. The Commission will in no way be responsible for disposal areas.

SP 106 **HOURS OF WORK**
(12-2017)

The Commission will consider extended hours of Work for construction operations for the duration of this Contract. However, when overtime, multiple shift or nighttime Work is contemplated, the Contractor shall give the Chief Engineer a minimum of forty-eight (48) hours in advance notice of its overtime, multiple shift or night time Work schedule so that inspection may also be scheduled.

A proposed night work plan shall be submitted a minimum forty-eight (48) hours prior to night work operations for review and approval by the Chief Engineer. The submittal shall clearly describe the type of Work to be done, the duration of the Work, location of the intended Work, and the Contractor’s proposed lighting plan. Temporary lighting of the Work site for operations conducted during nighttime periods shall be positioned so the lights do not cause glare to the drivers on the highway. If glare is detected, the light placement and shielding shall be adjusted to the satisfaction of the Chief Engineer before Work proceeds. Night time Work shall not begin without written approval of the lighting plan.

SP 107 **TIME OF THE ESSENCE - LIQUIDATED DAMAGES**
(12-2017)

Time is of the essence under the Contract. The operation of the Turnpike roadway is of prime importance to the Commission and the traveling public. Completion of the reconstruction at the scheduled time and, if possible, prior to the scheduled completion date, is vitally important.

~~Article 3 of the Contract Form~~ ***Section D of the General Conditions*** provides for the assessment of Liquidated Damages on the Contractor's failure to complete the Work within the time set forth in these Special Provisions, or as modified by the Chief Engineer. For each calendar day that any Work required shall remain uncompleted on this Project, beyond the specified time of completion, Liquidated Damages shall be deducted from the funds due the Contractor, in accordance with the provisions of ~~Article 3 of the Contract Form~~ ***Section D of the General Conditions.***