

PROPOSED DRAFT  
June 2016

**108.07 CONTRACT TIME AND DETERMINATION OF COMPENSATION AND EXTENSION OF CONTRACT TIME FOR EXCUSABLE, NON-COMPENSABLE, AND COMPENSABLE DELAYS**

The contract provisions state the contract completion date or the allowable number of Calendar or Working Days allotted for completion of the contract work.

Suspension of work is authorized for the Winter Period. Do not resume work during an authorized suspension of work without approval from the Project Manager.

Do not work on Sundays and Holidays without written approval from the Engineer. Travelway maintenance in accordance with Subsection 104.05.2, stormwater BMP maintenance, and providing protection for the public are exempt work items and may be performed on No-Work Days without assessment of contract time.

**108.07.1 Completion Date Contracts**

Begin work on the effective date stated in the Notice to Proceed. Complete all work by the completion date specified in the contract.

The completion date will be extended for the following:

- A. Extensions of contract time added in accordance with Subsection 108.07.5; or
- B. Suspensions of work authorized after the contract is awarded; or
- C. Delays in the award of the contract.

The new completion date is determined by adding the Calendar Days granted under Subsection 108.07.5; the number of Calendar Days during authorized suspensions; or the number of Calendar Days the Award was delayed past the posted award date to the specified completion date, with equitable time adjustment for No-Work Days.

The actual completion date is the date the Project Manager approves the Contractor's Certificate of Work Complete form in accordance with Subsection 105.17.2.

Contract time overruns for assessment of liquidated damages will be computed as the number of Calendar Days elapsing between the contract Completion Date and the actual completion date.

**108.07.2 Calendar Day Contracts**

Begin work on the effective date stated in the Notice to Proceed. Complete all work within the number of Calendar Days specified in the contract.

Except during authorized suspensions, every day on the calendar is assessed against contract time, including No Work Days.

Contract time assessment will cease when the Project Manager approves the Contractor's Certificate of Work Complete form under Subsection 105.17.2.

Contract time overruns for assessment of liquidated damages will be computed as the number of Calendar Days the contract is not complete beyond the contract time specified.

**108.07.3 Working Day Contracts**

Begin work on the effective date stated in the Notice to Proceed. Complete all work within the number of Working Days specified in the contract provisions.

Meet the requirements in Table 108-3:

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All days are considered working days except Saturdays, no work days, and days on which the Contractor is specifically required by the contract to suspend construction operations. Working days will be charged during no work days for each day construction activities occur that have any impact on the traveling public, exclusive of traffic flowing unimpeded on approved detours or emergency and maintenance repairs to the project, when the time requirements under Subsection 104.05.2 are met.¶

Page Break

**¶**  
Time allowed for completion of the contract is determined by the Completion Date, Calendar Day or Working Day provision in the contract.¶

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**TABLE 108-3  
HOLIDAY CONTRACT TIME ASSESSMENT**

<b>Holiday:</b>	<b>Stop Work by:</b>	<b>Return to Work:</b>
Memorial Day	3:00pm on the Preceding Friday <sup>1</sup>	Tuesday
Labor Day	3:00pm on the Preceding Friday <sup>1</sup>	Tuesday
<b>When July 4 Occurs On:</b>	<b>Stop Work by:</b>	<b>Return to Work:</b>
Monday	3:00pm on the Preceding Friday <sup>1</sup>	Tuesday
Tuesday	The end of day on the Preceding Friday	Wednesday
Wednesday	3:00pm on the Preceding Tuesday <sup>1</sup>	Thursday
Thursday	3:00pm on the Preceding Wednesday <sup>1</sup>	Monday
Friday	3:00pm on the Preceding Thursday <sup>1</sup>	Monday
Saturday	3:00pm on the Preceding Thursday <sup>1</sup>	Monday
Sunday	3:00pm on the Preceding Friday <sup>1</sup>	Tuesday

Note 1: If all work operations are stopped before 12:00pm (noon), contract time will not be assessed on this day.

Contract time assessment will cease when the Project Manager approves the Contractor's Certificate of Work Complete form in accordance with Subsection 105.17.2.

All days except No-Work days are assessed against the contract time, except as follows: contract time will not be assessed on Winter Period days that the Contractor does not work or when the work has no impact to the traveling public, and on any Saturdays that the Contractor does not work. Traffic flowing unimpeded on approved detours is considered to have no impact on the traveling public. Contract time will not be assessed for days having inclement weather or the aftermath of inclement weather that prevent the Contractor from working at least six hours in the day. Inclement weather will not be considered when assessing time if the contractor is not actively performing work or is not scheduled to work.

Chargeable and non-chargeable working days will be determined daily by the Project Manager. For any week that the Contractor has chargeable days, the Project Manager will furnish a weekly report on the following Monday showing the number of working days:

- A. Charged for the preceding week;
- B. Previously charged;
- C. Specified for contract completion;
- D. Approved time extensions; and
- E. Remaining to complete the contract.

Submit a written protest to the Project Manager within the timeframe shown on the weekly report for any alleged discrepancies in the time assessed. Failure to file a protest is conclusive evidence that the time assessed is accepted as correct.

Contract time overruns for assessment of liquidated damages will be computed as the number of working days assessed beyond the contract time specified.

**REASON:** Clarify the Department's definitions for contract time.

**COMMENTS**

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Deleted: Work on no work days will considered a chargeable day and assessed against the contract time unless the work is an exempt work item defined in Subsection 101.03.¶ A working day will not be assessed against the contract for work performed up until 12:00 noon on Friday prior to Memorial Day, Labor Day or Independence Day (July 4<sup>th</sup>). ¶

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Deleted: During winter shutdown, the Project Manager will furnish a report showing the information listed above for any week that the Contractor has chargeable days.¶

Deleted: Contract time assessment will cease when the Project Manager approves the Contractor's Certificate of Work Complete form under Subsection 105.17.2.¶

NOT FINALIZED