



CHAPTER 13

CONTRACT TIME

Contract Time is described in Subsection 00180.50. The completion date(s) for each Project is specified in Subsection 00180.50 of the Special Provisions and applicable liquidated damages are listed in 00180.85.

The Resident Engineer (RE) should discuss Contract Time, completion dates, and adjustment of Contract Time at the Pre-Construction Conference (Pre-Con). The RE must also issue the required Notifications of Commencement and Completion Dates for each Project as discussed in detail below.

In completing the required Prime Contractor Performance Evaluation, the RE also must address whether the Project was completed within the adjusted Contract Time. [Refer to Chapter 34 - Contractor Performance Evaluation.]

Contact the appropriate [Contract Administration field personnel](#) from the [Contract Administration webpage](#) for guidance on topics in this chapter.

13-1 Notification of Commencement of Work and Completion Dates

The RE is responsible for recording and notifying the Contractor of First Notification, each Second Notification, and Third Notification. The RE must issue a Notification of Commencement and Completion Dates for Contract Projects, form 734-3233, at each of the milestones. Refer to the definitions of "First Notification," "Second Notification" and "Third Notification" in Subsection 00110.20 of the Standard Specification.

NOTE: *First Notification for Design-Build Projects includes beginning of Design Services and is defined in Subsection DB110.20 and is referenced in Subsection DB180.43. See the Design-Build Contract Administration Manual.*

First Notification for Construction Manager / General Contractor (CM/GC) Projects includes beginning of Construction Phase Services under each Early Work Amendment and the Guaranteed Maximum Price (GMP) Amendment and is defined in the CM/GC Subsection CMGC110.20. See Subsection CMGC130.50 and the CM/GC Manual, Chapter 19-1.

Each Notification must carry forward and include all of the information, except signature and date of signature, from previous Notifications. For example, Third Notification will include the information from the First and Second Notifications. Third Notification, however, would not need to include the listing of items remaining to be performed from the Second Notification.

13-2 First Notification

First Notification is defined in 00110.20 and is referenced in Subsection 00130.90. It is generally the date when the Contractor or a Subcontractor begins Aggregate source development, erection of a plant, or the performance of a construction operation called for by the Contract. Such performance does not include the installation of covered temporary signs according to Section 00225. Subsection 00180.50(c), Beginning of Contract Time, addresses Projects which have Contract Time stated in Calendar Days instead of a fixed completion date.

Record the date of First Notification on form 734-3233. The notification must be signed and dated by the RE, and should be completed and distributed as soon as possible after the Contractor begins Work. Submit the original to the Construction Section, prior to uploading the first month's progress estimate, with a copy to the Contractor and others as noted in the distribution list on the form.

First Notification Example:

		Notification of Commencement and Completion Dates for Contract Projects		15120 <small>Contract No.</small>
<small>US26: MP99 - Kahneeta Junction</small>		<small>20853</small>		<small>15120</small>
<small>Project Name (Section)</small>		<small>Key No.</small>		<small>Contract No.</small>
<small>Warm Springs</small>	<small>Various</small>	<small>CON04171</small>		<small>11/27/2018</small>
<small>Highway</small>	<small>County</small>	<small>EA No.</small>		<small>Date of Award</small>
<small>LaDuke Construction, LLC</small>		<small>S053(037)</small>		
<small>Contractor</small>		<small>Federal Aid No.</small>		
<small>William Martin</small>	<small>William Martin</small>			<small>01/24/2019</small>
<small>Project Manager</small>	<small>Project Manager Signature</small>			<small>Date</small>
First Notification				
<small>1/21/2019</small>	<small>Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began.</small>			
<small>Date</small>				

13-3 Second Notification

Second Notification is defined in 00110.20 and is referenced in Subsections 00150.90 and 00180.50(g). Second Notification is the actual date on which the Agency determines that all On-Site Work, including Change Order Work and Extra Work, has been satisfactorily completed. It is the date that Contract Time charges stop for one or all of the completion dates listed in Subsection 00180.50.

Contract completion dates, both interim and final, can only be modified by a Contract Change Order (CCO). If the completion date(s) were previously modified, the current modification must take into account any previous changes to the Contract completion date(s). Refer to Section 13-11 - Adjustment of Contract Time later in this chapter.

If Work on the Project was suspended for any of the reasons shown in 00180.70(a), and the suspension had an effect on the Contract completion date, refer to Section 13-6 – Suspension of Work, for guidance on how to address suspension and authorization to resume Work when issuing Second Notification.

As referenced in 00180.50(g), the Contractor may perform certain types of minor corrective and cleanup Work after Second Notification. The RE must list those known items, yet to be completed, on form 734-3233 when issuing Second Notification. If the RE becomes aware of other uncompleted items, the RE must inform the Contractor of those items as soon as possible. The RE must update and review the list with the Contractor on at least a monthly basis.

For Projects with plant establishment periods, the date of Second Notification is issued when all of the required plants have been planted and all of the other required On-Site Work, except for Establishment Period work and any other items listed in 00180.50(g), is completed.

If the RE adds work to the Contract after Second Notification has been issued, the RE must rescind that Second Notification and notify the Contractor that the Contract Time has been restarted. When the added Work is complete, the RE must reissue Second Notification. If needed, the RE must issue a CCO to add Contract Time due to the added Work. Typically, when Work is added after initially issuing Second Notification, Contract Time is increased for the added Work if Contract Time has exceeded the Contract completion date(s).

Interim Second Notification

Record the date of each interim Second Notification on form 734-3233 as it occurs. If the Contract includes multiple completion dates, the RE must add a line to document the next completion date on the form and issue a Second Notification for each completion date until the Second Notification is issued for the final completion date. Reference all CCOs that added, modified, or changed the Contract Time and ensure revised specified completion date(s) are updated on the form. The “all claims...by” date is not completed on an interim Second Notification.

NOTE: For Design-Build Projects, Second Notification is broken into “Interim Second Notification” and “Final Second Notification.” Refer to Subsection DB110.20 for definitions. See the Design-Build Contract Administration Manual.

For CM/GC Projects, per Subsection CMGC150.90 Second Notification, includes completion of On-Site to work for Early Work Amendments (if any) and the GMP Amendment. Second Notification will be issued as specified in Subsection CMGC180.50(g). See the CM/GC Manual, Chapters 19-1 and 22.



Notification of Commencement and Completion Dates for Contract Projects

US26: MP99 - Kahneeta Junction Sec.		20853	15120
Project Name (Section)		Key No.	Contract No.
Warm Springs Highway	Jefferson	CON04171	11/27/2018
Highway	County	EA No.	Date of Award
Laduke Construction LLC		S053(037)	
Contractor		Federal Aid No.	
Bill Martin			
Project Manager	Project Manager Signature		Date

First Notification

1/21/2019 Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began.
Date

Second Notification

Instructions: If applicable, list each completion date as listed in the Special Provisions under 00180.50(h). Use the Add Another button to add lines for additional completion dates. Issue a separate Second Note for each interim completion date and then issue a final Second Note once all of the work has been completed. If the completion date(s) have been modified by Contract Change Order, attach a copy of Page 1 of the CCO showing the modified date. If the completion date(s) are time counts or liquidated damages are being assessed to the project, attach a copy of the final Weekly Statement of Time Charges to the Second Note.

	Specified Completion from Section 00180.50(h)	Date Changed by CCO	CCO No.	Days Charged Beyond Specified Completion	Date(s) the Work Was Completed and the Time Charges Stopped	
1	April 26, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019	X

Final Second Notification

Final Second Notification must carry forward all information from any interim Second Notification(s) that have been previously issued. When the RE issues final Second Notification, the RE must enter on form 734-3233 the appropriate date in the statement, "All claims for additional compensation must be submitted by _____." (See 00199.30(b).) The "all claims....by" date should be 45 days from the end of Contract Time according to 00180.50(g). If Agency delayed issuing final Second Notification to the Contractor, best practice is to calculate the "all claims....by" date as 45 days from the date of RE signature, and promptly transmit to the Contractor.



Notification of Commencement and Completion Dates for Contract Projects

15120
Contract No.

US26: MP99 - Kahneeta Junction Sec.	20853	15120
Project Name (Section)	Key No.	Contract No.
Warm Springs Highway	Jefferson	CON04171
Highway	County	EA No.
Laduke Construction LLC	S053(037)	11/27/2018
Contractor	Federal Aid No.	Date of Award
Bill Martin		
Project Manager	Project Manager Signature	Date

First Notification

1/21/2019 Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began.
Date

Second Notification

Instructions: If applicable, list each completion date as listed in the Special Provisions under 00180.50(h). Use the Add Another button to add lines for additional completion dates. Issue a separate Second Note for each interim completion date and then issue a final Second Note once all of the work has been completed. If the completion date(s) have been modified by Contract Change Order, attach a copy of Page 1 of the CCO showing the modified date. If the completion date(s) are time counts or liquidated damages are being assessed to the project, attach a copy of the final Weekly Statement of Time Charges to the Second Note.

#	Specified Completion from Section 00180.50(h)	Date Changed by CCO	CCO No.	Days Charged Beyond Specified Completion	Date(s) the Work Was Completed and the Time Charges Stopped	
1	April 26, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019	X
2	October 3, 2019	<input checked="" type="checkbox"/>	03	0	October 3, 2019	X

All Claims for Additional Compensation Must Be Submitted By: <small>(See subsection 00199.30 of the contract provisions for additional requirements)</small>	November 17, 2019
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Known items necessary to complete the requirements for "Third Notification" are:

Civil Rights, Quality, and Quantity Documentation, Certified payroll, and completion of specified corrective work.
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13-4 Third Notification

Third Notification is referenced in 00150.90(b) and defined in Subsection 00110.20. Third Notification must carry forward all of the most current information from previously issued Notifications.

Once the RE has determined that the Contractor has completed all of its Work under the Contract, including cleanup, removal of Equipment and Material, and submittal of all required documentation, Third Notification will need to be issued. Once Third Notification has been issued, the Agency has 30 days in which to make the final payment to the Contractor before interest becomes due.

After Second Notification, but prior to the issuance of Third Notification, the RE will communicate in writing to the Contractor on a monthly basis, those items that still need to be completed or submitted. [Refer to Chapter 40 - Third Notification.]

NOTE: For Design-Build Projects, Third Notification is defined in Subsection DB110.20. Third Notification is referenced in Subsection DB150.90(b) and includes Design-Build-er's completion of all Design Services and submitted all required Design Documents and Quality Management documentation. See the Design-Build Contract Administration Manual.

For CM/GC Projects, Third Notification is defined in CM/GC Subsection CMGC110.20. See the CM/GC Manual, Chapters 19-1 and 22.



Notification of Commencement and Completion Dates for Contract Projects

US26: MP99 - Kahneeta Junction Sec.		20853	15120
Project Name (Section)		Key No.	Contract No.
Warm Springs Highway	Jefferson	CON04171	11/27/2018
Highway	County	EA No.	Date of Award
Laduke Construction LLC		S053(037)	
Contractor		Federal Aid No.	
Bill Martin			
Project Manager	Project Manager Signature		Date

First Notification

1/21/2019 Enter date on which the erection of a sign or plant, the development of aggregate sources, or the performance of a contract construction operation began.
Date

Second Notification

Instructions: If applicable, list each completion date as listed in the Special Provisions under 00180.50(h). Use the Add Another button to add lines for additional completion dates. Issue a separate Second Note for each interim completion date and then issue a final Second Note once all of the work has been completed. If the completion date(s) have been modified by Contract Change Order, attach a copy of Page 1 of the CCO showing the modified date. If the completion date(s) are time counts or liquidated damages are being assessed to the project, attach a copy of the final Weekly Statement of Time Charges to the Second Note.

	Specified Completion from Section 00180.50(h)	Date Changed by CCO	CCO No.	Days Charged Beyond Specified Completion	Date(s) the Work Was Completed and the Time Charges Stopped	
1	April 26, 2019	<input checked="" type="checkbox"/>	01	15	May 11, 2019	X
2	October 3, 2019	<input checked="" type="checkbox"/>	03	0	October 3, 2019	X

All Claims for Additional Compensation Must Be Submitted By: (See subsection 00199.30 of the contract provisions for additional requirements)	November 17, 2019
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Known items necessary to complete the requirements for "Third Notification" are:

Third Notification

3/17/2020 Enter the date on which all contract work was completed including corrective work, equipment and plant removal, site cleanup, and Project Manager's receipt of all certifications, bills and other documents required under the contract.
Date

For more information regarding time, refer to [Chapter 13, Contract Time of the Construction Manual](#).

- | | |
|---|--|
| Distribution | Electronic Copy: |
| Hard Copy: | <input type="checkbox"/> District Manager |
| <input type="checkbox"/> Original to Construction | <input type="checkbox"/> Region Assurance Specialist |
| <input type="checkbox"/> Prime Contractor | <input type="checkbox"/> Region Survey Manager |
| | <input type="checkbox"/> Office of Civil Rights |
| | <input type="checkbox"/> Region Right of Way Manager |
| | <input type="checkbox"/> ODOT Contract Services |

If any CCOs have been issued, adjusting Contract Time, note them on the Notification of Commencement and Completion Dates for Contract Projects, form 734-3233, and on the applicable Weekly Statements of Contract Time Charges, form 734-3483 to assure that the proper completion date is communicated and used.

13-5 Weekly Statement of Contract Time Charges

A. Calendar Day Calculation

For Projects with Contract Time specified in Calendar Days, the RE must complete a Weekly Statement of Contract Time Charges, form 734-3483, each week. As stated in 00180.50(c), when Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20. All Contract Time is recorded and charged to the nearest one-half Day.

OREGON DEPARTMENT OF TRANSPORTATION



WEEKLY STATEMENT OF CONTRACT TIME CHARGES

PROJECT NAME (SECTION) US26: MP99 - Kahneeta Junction Sec.			CONTRACT NO. 15120		
HIGHWAY Warm Springs Highway			F.A. PROJECT NO. S053(037)		
CONTRACTOR NAME AND ADDRESS Laduke Construction LLC PO Box 369 Central Point, OR 97502			WEEK ENDING 18-May-2019		
			DATE MAILED TO CONTRACTOR 20-May-2019		
CONTRACT TIME UNITS (All, A, B, C, etc.)		A			REASONS FOR NOT CHARGING TIME
BEGINNING DATE OF TIME CHARGE		4/27/2019			
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER			
SUN.	12		1.0		
MON.	13		1.0		
TUE.	14		1.0		
WED.	15				
THU.	16				
FRI.	17				
SAT.	18				
DAYS CHARGED THIS WEEK		3.0			NOTICE TO CONTRACTOR If you are in disagreement with the number of "Days Charged This Week", you have 7 days after delivery of this statement to file written protest with the Project Manager, setting forth in detail the facts upon which the protest is based. See subsection 00180.50 in the contract specifications for additional instructions.
DAYS CHARGED ON PREVIOUS STATEMENT		12.0			
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)					
DAYS CHARGED TO END OF CURRENT WEEK		15.0			
LIMITING NUMBER OF CALENDAR DAYS					
DAYS REMAINING					
FIXED DATE (Specified Completion Date)		04/26/19			
EXCESS DAYS USED		19.0			
COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)					
A total of three days is being charged to the Contractor on this week. All Work listed under 00180.50(h)(1) was completed at the end of day on Tuesday May 14, 2019.					
Time Charges stopped at the end of day on Tuesday May 14, 2019.					

B. Fixed Date Calculation

For Projects with specified completion dates, the RE must complete a Weekly Statement of Contract Time Charges, form 734-3483, only after the Contract Time has expired. The RE must continue to complete this form on a weekly basis until Second Notification is issued.

C. Exclusions from Contract Time

Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. Refer to 00180.50(e) for the list of exclusions. If this occurs, the Contract completion date(s) must be adjusted by CCO.

D. Time Calculation Protest

As specified in 00180.50(f), if the Contractor disputes the accuracy of the statement of Contract Time charges, it has seven Calendar Days from the date the RE transmitted the statement to submit a formal written protest. Failure to submit a written protest within the seven Calendar Days indicates the Contractor approves of the time charges shown on the statement.

The RE should complete form 734-3483 to record the time and duration of the time used for Projects that include limits on time to complete certain Work or have penalties, such as Railroad flagging, lane closures, road closures, etc. The form is the preferred method to communicate and document such events as described in the Contract to the Contractor.

When contract completion dates (Contract Times) are modified by CCO(s), note those modifications on the Weekly Statement of Contract Time Charges, form 734-3483, to assure that the correct completion date is used. See also [Closure and Delay Liquidated Damages Calculator](#) tool.

13-6 Suspensions of Work

Suspensions of Work are referenced in Subsection 00180.70. Work should only be suspended for the reasons shown in 00180.70(a). Suspension of Work and authorization to resume Work must be written, and signed by the RE. When Work has been suspended for any reason, the Contractor cannot resume Work without the Agency's written authorization.

As stated in Chapter 3 - Delegation of Authority, and the Letters of Authority, the RE has authority to suspend Contract Time by up to 14 Calendar Days, and the Region has authority to suspend Contract Time by up to 30 Calendar Days. Discuss with and receive concurrence from the Contract Administration Engineer (CAE) for suspensions beyond Region authorities. If Work is going to be suspended longer than the RE has authority, the RE must obtain the concurrence of the Region or the CAE, as appropriate. Local Agency or Consultant REs must work with the ODOT Transportation Project Manager or Resident Engineer–Consultant Projects (TPM or RE-CP) to obtain approval for any time suspension.

If the RE has suspended Work, the RE must evaluate the Agency's impact on Contract Time. If the RE can justify granting Contract Time according to 00180.70(c), and the amount of Contract Time is within the RE's delegated authority, then the RE shall issue a CCO to modify Contract Time.

If the amount of justified Contract Time is beyond the RE's delegated authority, the RE shall obtain the concurrence of the Region or CAE, as appropriate. Unless the Work has been suspended, Contract Time continues and liquidated damages must be assessed if the completion date has been exceeded.

Do not grant additional Contract Time if Work was suspended in order to get the Contractor to correct deficiencies or for conditions that could have been reasonably anticipated. Refer to Section 13-11 - Adjustment of Contract Time below.

If a Contract completion date is modified by a CCO due to a suspension of Work, record the revised completion date and associated CCO number on the Notification of Commencement and Completion Dates for Contract Projects, form 734-3233 (see example of how to record this information in Section 13-3), and on the applicable Weekly Statements of Contract Time Charges, form 734-3483.

13-7 Liquidated Damages

Whenever Contract Time (as specified in Subsection 00180.50 or as modified by CCO) has been exceeded, the RE must assess liquidated damages (LDs) as defined in 00180.85. The method of calculating the LDs for the Project is identified in the Contract. The RE must include liquidated damages on the next progress estimate as an adjustment item (6000 series). [Refer to Chapter 25 – Payments to Contractors/Retainage.]

13-8 Delays

As described in Subsection 00180.60, if the Contractor contends that it has been delayed, it is required to submit a written notice of delay to the RE, within seven Calendar Days of when the Contractor knew, or should have known, of the delay. The RE will provide a written response to the Contractor acknowledging receipt of the notice of delay. The Contractor's request may be submitted on the Contractor's Request for Adjustment of Contract Time, form 734-3320, or in a format acceptable to the RE, according to 00180.80(c).

When given a notice of delay, the RE should discuss ways to mitigate the delay with the Contractor including a review of the Project schedule. If it is determined that the delay is the responsibility of the Agency, it may be appropriate to negotiate the cost for the Contractor to accelerate or gain back time lost due to the delay. The RE and the Contractor should find the most cost effective method to mitigate the delay. If, at the time of the delay, the RE does not mitigate the delay with a Contract Change Order, the RE must take appropriate action to record the details and impacts of the alleged delay so that the Agency can accurately evaluate any contended impacts to the Contractor. The RE should discuss this with Region or the CAE as appropriate.

NOTE: On Design-Build Projects, liquidated damages will be listed in Subsection DB180.85(b).

For Construction Manager / General Contractor (CM/GC) Projects, per CM/GC General Provisions, Subsection CMGC180.85(b) liquidated damages will be determined as specified in the CM/GC Contract, Article 5, and in each Early Work Amendment and the GMP Amendment. See the CM/GC Manual, Chapter 19.

If the RE adds Contract Work which impacts the Project's critical path and requires additional Contract Time, the RE shall include the additional Contract Time as part of the CCO that adds Work. If Extra Work impacts the Project's critical path and requires additional Contract Time, the RE shall issue a separate CCO to grant the additional time if the Extra Work is being done on a Force Account Basis and not under a CCO. Delay damages associated with Extra Work are considered to be included in the markups provided under Section 00197. Typically, the markups are assumed to be one-third home office overhead, one-third field office overhead, and one-third profit.

13-9 Types of Delays

A. Contractor Delay

Lack of progress or specific delay caused by the Contractor and/or its Subcontractors and Suppliers which impact critical or near critical activities and, at the time, indicate delay to the completion of the Project.

B. Excusable (Exclusions from Contract Time)

Excusable delays to critical path activities that delay completion of the Project are covered under 00180.50(e), Exclusions from Contract Time. The Contractor is only entitled to additional Contract Time for excusable delays. Impacts to the cost of the Work are the Contractors' responsibility. These delays are not compensable. Exclusions from Contract Time include court orders, strikes, labor disputes or freight embargoes, and weather (Acts of God or Nature). Weather is a good example of an excusable delay, because it is beyond the control and responsibility of the Contractor, if it is worse than can be reasonably anticipated. Exclusions from Contract Time are not the Agency's responsibility, and cannot result in an unreasonable delay by the Agency.

Weather delays have been further defined in 00180.80(d) and in ODOT's Weather Policy (explained below). The policy summarizes the specific weather element for the previous 10 years and establishes the threshold of reasonably predictable weather for that element.

C. Concurrent

Concurrent delays are offsetting delays to the critical path that affect the completion of the Project. When the Agency and the Contractor both have a delay on the critical path(s) at the same time this is a concurrent delay. The result is that the Agency does not collect liquidated damages (meaning additional Contract Time is granted), and the Contractor is not entitled to compensation for changes to the cost of the Work or additional overhead or other delay damages.

D. Compensable

Compensable delays are referenced in Subsection 00195.40 and are only for Agency-caused delays to the critical path that affect completion of

the Project and for which the Contractor is entitled to seek compensation from the Agency. Such compensation is usually identified as changes to the cost of the Work and overhead. Compensable delays only result from unreasonable delays by the Agency.

ODOT's Weather Policy

Following is the "ODOT Weather Policy." This policy has been established and has been in use since April 2001. This policy applies to all weather elements including rain, wind, snow, etc.

Exclusions from Contract Time due to weather that was worse than "reasonably predictable weather" [00180.80(d)] is an "excusable delay," but not a "compensable delay."

A weather delay that was not reasonably predicable is cause to extend Contract Time [00180.80(d)], the Contractor is not assessed liquidated damages. However, it is not "Unreasonable Delay by the Owner" [Subsections 00195.40 and 00180.50(e)], and therefore is not cause for the Owner to be liable for any additional costs or damages caused by a weather delay.

The Contractor can request this Adjustment of Contract Time or the RE can initiate the Adjustment of Contract Time [00180.80(d)]. Refer to Section 13-11 - Adjustment of Contract Time below.

If the weather was not reasonably predictable, and it delayed or will delay the completion or critical path of the Project, the Contractor is entitled to an adjustment of Contract Time.

In administering Agency contracts, "reasonably predictable weather" is interpreted as if this type of weather normally happens 70% of the time based on weather records.

Example: Rainfall days in a particular month - April 2005.

Using weather reports from the nearest acceptable reporting station to the Project (see details below), look up and list the number of rainfall days for each month of April reported during the last 10 years (1995 – 2004). Next, count the days of measurable rainfall, out of the available 30 days, for each April for each year. You will have 10 numbers that represent the number of rainfall days in April for each of the past 10 years. Disregard the highest three numbers. The fourth highest number is the number of reasonably predictable days of rainfall the Contractor should have anticipated for April, for example, six days. Using the same method and source of data, look up the rainfall for April 2005 when the Work was done by the Contractor and count the number of days for April 2005. Say it is eight days. If you agree that rainfall delayed or will delay activities on the scheduled critical path, subtract six days (predictable) from eight days

(actual). The Contractor is eligible for a two-day excusable time extension for rainfall during the month of April which was over what was reasonably predictable.

Year	Rain Days in April
1995	4
1996	6
1997	12
1998	3
1999	5
2000	2
2001	10
2002	3
2003	5
2004	8
2005	8

This is not really a 70%-30% split. It does give the benefit to the Contractor, and it is a simple method that can fit nearly any type of weather event. It will work for inches of rainfall in a day, inches in a month, days of rainfall in a month, days below a certain temperature, wind speed, and other similar weather events that are reported.

In evaluating a potential weather delay it is important that the historical 10 years of weather observation data and the year in question are evaluated using the same data source. Generally, it will be a government or educational Web site. Do not use data collected by the RE or the Contractor from the Project Site.

Acceptable reporting information can be found at:

[Oregon Climate Service](#) - This webpage shows the average temperature and precipitation for 12/1/1892 to approximately within six months of the present date.

[National Weather Service](#) - This webpage shows information for more recent data or climate predictions and variability.

Statistics for historical weather conditions are also available online from the U.S. Bureau of Reclamations Web site at <http://www.usbr.gov/pn/agrimet/wxdata.html>, choose historical archive (daily) data access or <http://www.usbr.gov/pn/agrimet/webarcread.html>.

Contact the CAE if you have any questions, or if you have problems locating weather data.

13-10 Utility or Railroad Delays

Delays to the Work caused by Utilities and Railroads may be compensable, if the delay impacts the critical path and the Contractor has fulfilled its obligations per Subsection 00150.50.

To enable the Agency to collect from the Utility or Railroad, the RE must document and maintain accurate records of any damages paid to the Contractor related to a Utility or Railroad delay. [Refer to Chapter 24 - Work Done By Utilities and Railroads.]

13-11 Adjustment of Contract Time

Adjustment of Contract Time follows the process defined in 00180.80(a) through (e), including the Contractor's submittal of a Contractor's Request for Adjustment of Contract Time, form 734-3320, when applicable.

It is the Agency's expectation that the RE will review the Request for Adjustment of Contract Time and will coordinate an Agency response as quickly as possible; typically within one month after the RE receives the request. Failure to promptly respond to the request for time may result in claims for reimbursement from the Contractor for taking actions such as acceleration. If the requested amount of time is beyond the RE's delegated authority, the RE needs to discuss the Agency's decision with the appropriate level of authority (Region/BDU or CAE). [Refer to Chapter 3 – Delegation of Authority.]

If the Contractor disagrees with the RE's findings, the Contractor may escalate the Request for Adjustment of Contract Time, according to the procedures specified in Subsection 00199.40.

