

## CHAPTER 13 – CONTRACT TIME

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

The Project Manager (PM) should discuss Contract Time, completion dates, and adjustment of Contract Time at the Pre-Construction Conference (Pre-Con). The PM 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 PM also must address whether the Project was completed within the adjusted Contract Time. [*Refer to Chapter 34 - Contractor Performance Evaluation*]

### **13-1 NOTIFICATION OF COMMENCEMENT OF WORK AND COMPLETION DATES**

The PM is responsible for recording and notifying the Contractor of First Notification, each Second Notification, and Third Notification. The PM must issue a [Notification of Commencement and Completion Dates for Contract Projects form 734-3233](#) at each of the milestones. (See Exhibit 13(A)). Refer to the definitions of “First Notification,” “Second Notification” and “Third Notification” in Section 00110.20 of the Standard Specification.

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 Section 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.

*First Notification for Design-Build Projects is defined in Section 110.20 of the DB General Provisions.*

Record the date of First Notification on form 734-3233. Submit the original to the Construction Section, with a copy to the Contractor and others as noted in the distribution list on the form.

### **13-3 SECOND NOTIFICATION**

Second Notification is defined in 00110.20 and is referenced in Sections 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 requirements listed in Section 00180.50.

*For Design-Build Projects, Second Notification is broken into “Interim Second Notification” and “Final Second Notification”. Refer to the DB General Provisions, Section DB110.20 for definitions.*

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.

As referenced in 00180.50(g), the Contractor may perform certain types of minor corrective and cleanup Work after Second Notification. The PM must list those known items yet to be completed on form 734-3233 when issuing Second Notification. If the PM becomes aware of other uncompleted items, the PM must inform the Contractor of those items as soon as possible. The PM 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 plant establishment and any other items listed in 00180.50(g), is completed.

If the PM adds work to the Contract after Second Notification has been issued, the PM must rescind that Second Notification and notify the Contractor that the Contract Time has been restarted. When the added Work is complete, the PM must reissue Second Notification. If needed, the PM 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).

Record the date of each interim Second Notification on form 734-3233 as it occurs. If the Contract includes multiple completion dates, the PM must submit a Second Notification for each completion date until the Second Notification is issued for the final

completion date. Reference all CCO's that added, modified, or changed the Contract Completion Date on the form.

When the PM issues the final Second Notification, the PM 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)). This is 15 Calendar Days from when the Notification is signed by the PM and/or mailed to the Contractor. This final Notification to the Contractor should be sent certified mail (with a return receipt).

Submit the original Second Notification to the Construction Section, with a copy to the Contractor and others as noted on the distribution list on the form.

### **13-4 THIRD NOTIFICATION**

Third Notification is referenced in 00150.90(b) and defined in Section 00110.20. (*DB General Provisions, Section DB110.20 for Design-Build Projects*).

Once the PM 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 will be due.

If an issue arises after the PM has issued Third Notification which would prevent final payment to the Contractor from being made (*such as missing documentation or certified payrolls that require corrections*), the PM will need to rescind Third Notification until the issue is resolved. Once all issues are resolved, the PM will need to reissue Third Notification.

After Second Notification and before Third Notification will be issued, the PM 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*]

If any CCO's have been issued which adjust Contract Time, note them on the Notification of Commencement and Completion Dates, and on the applicable Weekly Statements of Contract Time Charges to assure that the proper completion date is communicated and used.

### **13-5 WEEKLY STATEMENT OF CONTRACT TIME CHARGES**

**Calendar Day Calculation** - For Projects with Contract Time specified in Calendar Days, the PM must complete a [Weekly Statement of Contract Time Charges, form 734-3483](#), each week (*See Exhibit 13(B)*). As stated in 00180.50(c), when Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the fifteenth Calendar Day following the date of the Notice to Proceed (NTP). All Contract

Time is recorded and charged to the nearest one-half Day. Send the original to the Contractor each week, with a copy to the Construction Section and Region/Bridge Delivery Unit (BDU).

**Fixed Date Calculation** - For Projects with specified completion dates, the PM must complete a Weekly Statement of Contract Time Charges, form 734-3483, only after the Contract Time has expired ([See Exhibit 13\(C\)](#)). The PM must continue to complete this form on a weekly basis until Second Notification is issued. Send the original form to the Contractor each week with a copy to the Construction Section and Region/BDU.

**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.

**Time Calculation Protest** – As specified in 00180.50(f), if the Contractor disputes the accuracy of the statement of Contract Time charges, they have seven (7) Calendar Days of the date the PM mailed or delivered the statement to submit a formal written protest. Failure to submit a written protest within the seven (7) Calendar Day period indicates the Contractor approves of the time charges shown on the statement.

The PM 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 date(s) (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 proper completion date is used.

## **13-6           SUSPENSIONS OF WORK**

Suspensions of Work are referenced in Section 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 PM. When Work has suspended for any reason, the Contractor cannot resume Work without the Agency's written authorization. Send a copy of Suspend and Resume Work orders to the Construction Section and Region/BDU.

As stated in *Chapter 3 - Delegation of Authority*, and the Letters of Authority, the PM has authority to suspend Contract Time by up to 14 Calendar Days, and the Region/BDU 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/BDU authorities. If Work is going to be suspended

longer than the PM has authority (14 Calendar Days), the PM must obtain the concurrence of the Region/BDU or the CAE, as appropriate. Local Agency or Consultant PM's must work with the ODOT Local Agency Liaison (LAL) or Agency PM to obtain approval for any time suspension.

If the PM has suspended Work, the PM must evaluate the Agency's impact on Contract Time. If the PM can justify granting Contract Time according to 00180.70(c), and the amount of Contract Time is within the PM's delegated authority, then the PM shall issue a CCO to modify Contract Time. If the amount of justified Contract Time is beyond the PM's delegated authority, the PM shall obtain the concurrence of the Region/BDU 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 this information 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.

### **13-7 LIQUIDATED DAMAGES**

Whenever Contract Time (as specified in Section 00180.50 or modified by CCO) has been exceeded, the PM must assess liquidated damages as defined in 00180.85. The value of the liquidated damages for the Project will be identified in the Special Provisions. The PM must include liquidated damages on the next progress estimate as an adjustment item (6000 series). [*Refer to Chapter 25 – Payments to Contractors/Retainage*]

*On Design-Build projects, liquidated damages will be listed in the DB Special Provisions, Section SP180.85(b).*

### **13-8 DELAYS**

As described in Section 00180.60, if the Contractor contends that it has been delayed, it is required to submit a written notice of delay to the PM, within seven (7) Calendar Days of when the Contractor knew, or should have known, of the delay. The PM 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 PM, according to 00180.80(c) ([See Exhibit 13\(D\)](#)).

When given a notice of delay, the PM 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 to gain back time lost due to the delay. The PM and the Contractor should find the most cost effective method to mitigate the delay. If at the time of the delay, the PM does not mitigate the delay with a Contract Change Order, the PM 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 PM should discuss this with Region/BDU or the CAE as appropriate.

If the PM adds Contract Work which impacts the Project's critical path and requires additional Contract Time, the PM 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 PM 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 (1/3) home office overhead, one-third (1/3) field office overhead, and one-third (1/3) 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) Compensable**

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

### **(D) 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 we grant additional Contract Time) and the Contractor is not entitled to compensation for changes to the cost of the Work or additional overhead or other delay damages.

### ***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 "reasonable 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" (Sections 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 PM 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 (3) numbers. The fourth highest number is the number of reasonably predictable days of rainfall the Contractor should have anticipated for April, for example, six (6) 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 (8) days. If you agree that rainfall delayed or will delay activities on the scheduled critical path, subtract six (6) days (predictable) from eight (8) days (actual). The Contractor is eligible for a two (2) day excusable time extension for rainfall during the month of April which was over what was reasonably predictable.*

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

*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 PM or the Contractor from the Project Site.*

*Generic weather gathering information (step by step) instruction for historical weather data on the internet:*

**Example: Precipitation in Salem.**

One of the sites to go to is <http://www.ocs.oregonstate.edu/index.html>, and on the top bar click climate data, which will take you to a map of Oregon with different zones. Select the applicable zone in Oregon (zone 2 for Salem). Next you should select daily precipitation or daily temperature. This example is precipitation, so you will then be taken to a list of observation sites in zone 2. Select "SALEM WSO AP" which will bring up the precipitation data for every day from January 1928 to present, which is listed in hundredths of an inch. In the table, days like February 30<sup>th</sup> are shown with an "M" or missing, recent data, approximately the last 3-12 or 3-24 months may also be missing. The Web page with the list of observation sites has contact information that can be used to obtain more recent data if needed.

ODOT Contract Administration has not yet developed a tool to automate the data analysis process. If many months of data are involved, some gains may be achieved by manipulating the data in Microsoft Excel or a similar application if the user is proficient. If only a few months are involved, doing the analysis by hand is typically the best choice.

Some observation stations have been in place longer than others and you may need to look at the other stations in the area to find one that goes back 10 years. Use the same station for the 10 years to establish the benchmark and the comparison year in question.

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 Section 00150.50. In the case of delays caused by a Utility, complete and accurate records must be maintained by the PM to enable the Agency to collect from the Utility any damages paid to the Contractor associated with the 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 PM will review the Request for Adjustment of Contract Time and will coordinate an Agency response as quickly as possible; typically within one (1) month after the PM 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 PMs delegated authority, the PM needs to discuss the Agency's decision with the appropriate level of authority (Region/BDU or CAE). [*Refer to Chapter 3 – Delegated Authority*]

If the Contractor disagrees with the PM findings, the Contractor may escalate the Request for Adjustment of Contract Time according to the procedures specified in Section 00199.40.

**OREGON DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION MANUAL**



**NOTIFICATION OF COMMENCEMENT AND  
COMPLETION DATES FOR CONTRACT PROJECTS**

<b>PROJECT NAME (SECTION)</b> CONSTRUCTION MANUAL FORM EXAMPLE		<b>CONTRACT NO.</b> C12345
<b>HIGHWAY</b> Main Highway	<b>COUNTY</b> Marion	<b>E.A. NO.</b> CON004321
<b>CONTRACTOR</b> PRIME CONSTRUCTION COMPANY		<b>F.A. PROJECT NO.</b> X-STP-S001(2)
<b>PROJECT MANAGER (sign)</b> <i>Rhoda Head, Project Manager</i>	<b>DATE</b> 2/16/2009	<b>DATE OF AWARD</b> 9/25/2008
<b>FIRST NOTIFICATION</b> DATE October 13, 2008 ON WHICH THE ERECTION OF A SIGN OR PLANT, THE DEVELOPMENT OF AGGREGATE SOURCES, OR THE PERFORMANCE OF A CONTRACT CONSTRUCTION OPERATION BEGAN.		
<b>SECOND NOTIFICATION</b>		
SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A) _____ 8/28/2009 _____	_____ 0 _____	_____ 27-Aug-09 _____
(B) _____ 30-Sep-09 _____	_____ 2 _____	_____ 2-Oct-09 _____
(C) _____ 11-Dec-09 _____	_____ 0 _____	_____ 11-Dec-09 _____
<b>ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY:</b>		DATE 28-Feb-09
(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)		
<b>KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR *THIRD NOTIFICATION* ARE:</b>		
<ol style="list-style-type: none"> <li>1. Submittal of all required quality and quantity documentation</li> <li>2. Submittal of all required Labor Compliance documentation</li> <li>3. Completion of all punch-list work, if any, identified at final inspection</li> </ol>		
<b>THIRD NOTIFICATION</b>		
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.		
<b>Distribution:</b> _____ Original to Construction _____ Contractor's Headquarters _____ Region _____ Project Manager's File _____ Region Assurance Specialist _____ Region Survey Manager _____ Office of Civil Rights _____ Region R/W Manager	<b>INSTRUCTIONS:</b> REPORT THE SECOND NOTIFICATION AS EACH PHASE OF WORK IS COMPLETED. IF THE SPECIFIED COMPLETION DATE HAS BEEN MODIFIED BY CONTRACT CHANGE ORDER, INCLUDE COPIES OF THE ORDERS WITH THE ORIGINAL FORM SENT TO CONSTRUCTION.	



**OREGON DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION MANUAL**



**WEEKLY STATEMENT OF  
CONTRACT TIME CHARGES**

<b>PROJECT NAME (SECTION)</b> CONSTRUCTION MANUAL FORM EXAMPLE			<b>CONTRACT NO.</b> C12345			
<b>HIGHWAY</b> Main Highway			<b>F.A. PROJECT NO.</b> X-STP-S001(2)			
<b>CONTRACTOR NAME AND ADDRESS</b> PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999			<b>WEEK ENDING</b> 14-Feb-2009			
			<b>DATE MAILED TO CONTRACTOR</b> 16-Feb-2009			
<b>CONTRACT TIME UNITS</b> (All, A, B, C, etc.)			A			<b>REASONS FOR NOT CHARGING TIME</b>
<b>BEGINNING DATE OF TIME CHARGE</b>			2/11/2009			
<b>DAY OF WEEK</b>	<b>DAY OF MONTH</b>	<b>PREDOMINATE WEATHER</b>				
SUN.	8		1.0			
MON.	9		1.0			
TUE.	10		1.0			
WED.	11		1.0			
THU.	12		1.0			
FRI.	13		1.0			
SAT.	14					
<b>DAYS CHARGED THIS WEEK</b>			6.0			<b>NOTICE TO CONTRACTOR</b>  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.
<b>DAYS CHARGED ON PREVIOUS STATEMENT</b>			86.0			
<b>REVISIONS OR ADJUSTMENTS (+ or -) (explain below)</b>						
<b>DAYS CHARGED TO END OF CURRENT WEEK</b>			92.0			
<b>LIMITING NUMBER OF CALENDAR DAYS</b>			90.0			
<b>DAYS REMAINING</b>						
<b>FIXED DATE (Specified Completion Date)</b>						
<b>EXCESS DAYS USED</b>			2.0			
<b>COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)</b>						
					<b>PROJECT MANAGER SIGNATURE</b>	<b>DATE</b>
					<i>Rhoda Head, P.M.</i>	<i>2-16-09</i>

DISTRIBUTION: CONTRACTOR'S HEADQUARTERS, CONTRACTOR'S PROJECT OFFICE, REGION, AND CONSTRUCTION



**OREGON DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION MANUAL**

OREGON DEPARTMENT OF TRANSPORTATION



**WEEKLY STATEMENT OF  
CONTRACT TIME CHARGES**

<b>PROJECT NAME (SECTION)</b> CONSTRUCTION MANUAL FORM EXAMPLE				<b>CONTRACT NO.</b> C12345	
<b>HIGHWAY</b> Main Highway				<b>F.A. PROJECT NO.</b> X-STP-S001(2)	
<b>CONTRACTOR NAME AND ADDRESS</b> PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999				<b>WEEK ENDING</b> 19-Dec-2009	
				<b>DATE MAILED TO CONTRACTOR</b> 21-Dec-2009	
<b>CONTRACT TIME UNITS</b> (All, A, B, C, etc.)		B		<b>REASONS FOR NOT CHARGING TIME</b>	
<b>BEGINNING DATE OF TIME CHARGE</b>		12/12/2009			
<b>DAY OF WEEK</b>	<b>DAY OF MONTH</b>	<b>PREDOMINATE WEATHER</b>			
SUN.	13		1.0		
MON.	14		1.0		
TUE.	15		1.0		
WED.	16		1.0		
THU.	17		1.0		
FRI.	18		1.0		2ND NOTIFICATION
SAT.	19				
<b>DAYS CHARGED THIS WEEK</b>			6.0	<b>NOTICE TO CONTRACTOR</b>  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.	
<b>DAYS CHARGED ON PREVIOUS STATEMENT</b>			1.0		
<b>REVISIONS OR ADJUSTMENTS (+ or -) (explain below)</b>					
<b>DAYS CHARGED TO END OF CURRENT WEEK</b>			7.0		
<b>LIMITING NUMBER OF CALENDAR DAYS</b>					
<b>DAYS REMAINING</b>					
<b>FIXED DATE (Specified Completion Date)</b>			12/11/09		
<b>EXCESS DAYS USED</b>			3.0		
<b>COMMENTS: (INCLUDE CHANGES TO SPECIFIED COMPLETION)</b>					
<p>Three (3) days of liquidated damages will be assessed on the next progress estimate at \$400/day per 00180.85 for a total of (\$1,200.00).</p>					
				<b>PROJECT MANAGER SIGNATURE</b>	<b>DATE</b>
				<i>Rhoda Head, P.M.</i>	<i>12-19-09</i>

DISTRIBUTION: CONTRACTOR'S HEADQUARTERS, CONTRACTOR'S PROJECT OFFICE, REGION, AND CONSTRUCTION



OREGON DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION MANUAL



CONTRACTOR'S REQUEST FOR ADJUSTMENT OF CONTRACT TIME

Oregon Department of Transportation  
Project Manager

Date 11/27/2009

We the undersigned, respectfully request an adjustment of contract time from 12/11/2009  
to 12/18/2009 within which to complete

Project Name (Section) CONSTRUCTION MANUAL FORM EXAMPLE Contract No. C12345

without the assessment of liquidated damages as described in Specification subsection 00180.00.

The date(s) during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work are summarized below. Attached is the supporting information required by Section 00180.80(c) of the Specifications, including a schedule analysis indicating effects of the delays.

**\*\* CONTRACTOR'S EXPLANATION OF DELAY WILL BE INSERTED HERE \*\***

Respectfully Submitted

John Q. Contractor

Contractor

By \_\_\_\_\_

**CONSENT OF SURETY**

(REQUIRED IF THE REQUEST TOTALS MORE THAN 30 CALENDAR DAYS OF ADDITIONAL CONTRACT TIME)

Date 11/27/2009

We Oregon Surety Bond Company, as  
surety on the bond guaranteeing the completion of the above named contact, hereby join in and consent to said  
request for an adjustment of contract time, and hereby agree to remain fully bonded as surety in all respects as if the  
contract time remained as stipulated in the original agreement.

ATTORNEY IN FACT

RESIDENT AGENT

**DISTRIBUTION:** Agency Project Manager -- Original and one copy (*attach required supporting documentation*)

