

## \*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 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. Refer to the definitions of “First Notification,” “Second Notification” and “Third Notification” in Subsection 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 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.

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

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\* All Marked Text Updated October, 2013

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Record the date of First Notification on form 734-3233. The notification must be signed and dated by the PM, 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:**

		<b>NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS</b>	
PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE		CONTRACT NO. C12345	
HIGHWAY Main Highway	COUNTY Marion	E.A. NO. CON004321	
CONTRACTOR PRIME CONSTRUCTION COMPANY		F.A. PROJECT NO. X-STP-S001(2)	
PROJECT MANAGER (sign) <i>Rhoda Head, Project Manager</i>	DATE 10/13/2009	DATE OF AWARD 9/25/2008	
FIRST NOTIFICATION			
DATE <span style="background-color: yellow;">October 13, 2008</span> ON WHICH THE ERECTION OF A SIGN OR PLANT, THE DEVELOPMENT OF AGGREGATE SOURCES, OR THE PERFORMANCE OF A CONTRACT CONSTRUCTION OPERATION BEGAN.			

**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.

*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.

If Work on the Project was suspended for any of the reasons shown in 00180.70(a), and the suspension had an affect 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 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.

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**Interim Second Notification Example:**

PROJECT NAME (SECTION)		CONTRACT NO.
C CONSTRUCTION MANUAL FORM EXAMPLE		C 12345
HIGHWAY	COUNTY	E.A. NO.
Main Highway	Marion	CON004321
CONTRACTOR		F.A. PROJECT NO.
PRIME CONSTRUCTION COMPANY		X-STP-S001(2)
PROJECT MANAGER (sign)	DATE	DATE OF AWARD
	8/28/2009	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) 8-28-09 (CCO #4, CCO #14)	0	8/27/2009
(B) 9/30/2009		
(C) 12/11/2009		
(D)		
ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY: _____ DATE		
(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)		
KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE:		

Form must be re-signed to show when Second Note (A) is sent to the Contractor. Do the same with parts (B) and (C).  
  
List any CCO's which change the completion date.

When the PM issues the last 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 (or 45 Calendar Days for Projects bid on or after 9/23/2013) from when the Notification is signed by the PM and/or mailed to the Contractor. This final Notification to the Contractor should be sent via certified mail (with a return receipt).

**Final Second Notification Example:**

PROJECT NAME (SECTION)		CONTRACT NO.	
C CONSTRUCTION MANUAL FORM EXAMPLE		C 12345	
HIGHWAY	COUNTY	E.A. NO.	
Main Highway	Marion	CON004321	
CONTRACTOR		F.A. PROJECT NO.	
PRIME CONSTRUCTION COMPANY		X-STP-S001(2)	
PROJECT MANAGER (sign)	DATE	DATE OF AWARD	
	12/11/2009	9/25/2008	
FIRST NOTIFICATION			
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.	
SECOND NOTIFICATION			
	SPECIFIED COMPLETION (FROM SECT. 00180.50)	DAYS CHARGED BEYOND SPECIFIED COMPLETION	DATE(S) THE WORK WAS COMPLETED AND THE TIME CHARGES STOPPED.
(A)	8-28-09 (CCO #1, CCO #14)	0	8/27/2009
(B)	9/30/2009	2	10/2/2009
(C)	12/11/2009	0	12/11/2009
(D)			
ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUBMITTED BY:			DATE
(SEE SUBSECTION 00199.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)			12/26/2009

Claims date must be 15 days (or 45 days on Projects Bid after 9/23/2013) after the Note is signed by the PM, or mailed to the Contractor. Note the new signature date.

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 Subsection 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

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Notification has been issued, the Agency has 30 days in which to make the final payment to the Contractor before interest becomes 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 rescind Third Notification until the issue is resolved. Once all issues are resolved, the PM will reissue Third Notification.

After Second Notification, but prior to the issuance of Third Notification, 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](#)]

**Third Notification Example:**

 <b>NOTIFICATION OF COMMENCEMENT AND COMPLETION DATES FOR CONTRACT PROJECTS</b>		
<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 (Signature)</b>	<b>DATE</b> 2/22/2010	<b>DATE OF AWARD</b> 3/25/2008
<b>FIRST NOTIFICATION</b> DATE <u>October 13, 2008</u> 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) <u>8-28-03 (CCO #4, CCO #14)</u>	<u>0</u>	<u>8/27/2003</u>
(B) <u>9/30/2003</u>	<u>2</u>	<u>10/2/2003</u>
(C) <u>12/11/2003</u>	<u>0</u>	<u>12/11/2003</u>
(D) _____	_____	_____
<b>ALL CLAIMS FOR ADDITIONAL COMPENSATION MUST BE SUE</b> <u>Saturday, December 26, 2009</u> (SEE SUBSECTION 00193.30 OF THE CONTRACT PROVISIONS FOR ADDITIONAL REQUIREMENTS.)		
<b>KNOWN ITEMS NECESSARY TO COMPLETE THE REQUIREMENTS FOR "THIRD NOTIFICATION" ARE:</b> Submit all required Quality, Quantity and Labor Compliance Documentation.  Completion of all punchlist work identified at final inspection (See attached).		
<b>THIRD NOTIFICATION</b> <u>Monday, February 22, 2010</u> 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.		

First and Second Note information remains on the Third Note form, but it must be resigned and dated.

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If any CCO's have been issued adjusting Contract Time, note them on the Notification of Commencement and Completion Dates for Contract Projects form, and on the applicable Weekly Statements of Contract Time Charges form 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 PM 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 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).

PROJECT NAME (SECTION) CONSTRUCTION MANUAL FORM EXAMPLE			CONTRACT NO. C 12345		
HIGHWAY Main Highway			F.A. PROJECT NO. X-STP-S001(12)		
CONTRACTOR NAME AND ADDRESS PRIME CONSTRUCTION COMPANY 123 Business Street Centerville, OR 99999			WEEK ENDING December 19, 2009		
CONTRACT TIME UNITS (All, A, B, C, etc.)			A		
BEGINNING DATE OF TIME CHARGE			12/13/2009		
DAY OF WEEK	DAY OF MONTH	PREDOMINATE WEATHER			
SUN.	13		1.0		
MON.	14		1.0		
TUE.	15		1.0		
WED.	16		1.0		
THU.	17		1.0		
FRI.	18		1.0		Second Notification Issued
SAT.	19				
DAYS CHARGED THIS WEEK			6.0		
DAYS CHARGED ON PREVIOUS STATEMENT			30.0		
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)					
DAYS CHARGED TO END OF CURRENT WEEK			36.0		
LIMITING NUMBER OF CALENDAR DAYS			30.0		
DAYS REMAINING					
FIXED DATE (Specified Completion Date)					
EXCESS DAYS USED			6.0		

**REASONS FOR NOT CHARGING TIME**

Beginning Date of Time Charge

Second Notification Issued

**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.

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**(b) 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. 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.

DAY OF WEEK		DAY OF MONTH	PREDOMINATE WEATHER	CONTRACT TIME UNITS (All, A, B, C, etc.)	BEGINNING DATE OF TIME CHARGE	REASONS FOR NOT CHARGING TIME
SUN.		13		1.0		
MON.		14		1.0		
TUE.		15		1.0		
WED.		16		1.0		
THU.		17		1.0		
FRI.		18		1.0		Second Notification Issued
SAT.		19				
DAYS CHARGED THIS WEEK				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.
DAYS CHARGED ON PREVIOUS STATEMENT				30.0		
REVISIONS OR ADJUSTMENTS (+ or -) (explain below)						
DAYS CHARGED TO END OF CURRENT WEEK				36.0		
LIMITING NUMBER OF CALENDAR DAYS						
DAYS REMAINING						
FIXED DATE (Specified Completion Date)				12/15/09		
EXCESS DAYS USED				3.0		

**(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, they have seven Calendar Days from the date the PM mailed or delivered 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 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 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.

### **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 PM. When Work has been 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 (*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 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 Subsection 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 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).

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 or 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 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 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 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.*

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<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.*

**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 PM 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 PM 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 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 – Delegation of 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 Subsection 00199.40.