

1 shall be graphically represented. If the status time scaled logic shows the Contractor to
2 be behind schedule, the monthly update schedules shall include a narrative identifying
3 causes of delay or slow progress and the Contractor's plan to get back on schedule.
4

5 If any supplemental progress schedules are required by the Engineer as provided in
6 Section 1-08.3, they shall be in the form prescribed herein, and shall demonstrate the
7 manner in which the necessary progress shall be regained. The Contractor shall
8 implement such steps as necessary to improve progress.
9

10 Extensions of time will be granted pursuant to Section 1-08.8. The analysis will be
11 performed as follows:
12

13 When Change Orders or delays are experienced the Contractor shall submit to the
14 Contracting Agency a written time impact analysis illustrating the influence of each
15 change or delay on the contract completion time. Each time impact analysis shall
16 include a fragment (smaller, more detailed section of the network) demonstrating
17 how the Contractor proposes to incorporate the change order or delay into the
18 approved schedule. The time impact analysis shall be based on the date the
19 change is given to the Contractor and the current status of construction. The
20 impact to the scheduled dates of all affected activities shall be shown. Upon
21 approval by the Contracting Agency, the time impact analysis shall be incorporated
22 into the next monthly update schedule.
23

24 As provided in Sections 1-08.3 and 1-09.9, the Contracting Agency may withhold
25 progress payments if, in the opinion of the Engineer, the Contractor does not diligently
26 pursue timely submittals of the progress schedule, supplemental progress schedules, or
27 monthly update schedules.
28

29 In addition to the requirements of Section 1-08.3 and this Special Provision, the
30 Contractor shall submit a written weekly activity schedule to the Engineer. The
31 schedule shall indicate the Contractor's proposed activities for the forthcoming two
32 week period. The schedule shall be submitted to the Engineer by 9:00 a.m. of the
33 Friday preceding the weeks covered by the schedule.
34

35 All costs to furnish the Engineer a copy of the complete scheduling and plotting software
36 packages utilized by the Contractor, including software licensing and maintenance fees
37 until substantial completion of the contract is obtained, shall be considered incidental to
38 the contract. The Contractor shall include all related costs in the various bid prices of
39 the contract.
40

41 **Time For Completion**

42
43 (*****)

44 Section 1-08.5 is supplemented with the following:
45

46 This project shall be physically completed within 418 working days. The number of
47 working days has been developed assuming nighttime and weekend work.
48

49 ***Incentives for Early Completion***

50
51 (*****)

52 **Construction of Pier 2 Footing**

53 It is essential to minimize the duration of the 24-hour HOV lane closures of I 405
54 during the completion of the Temporary Pier 2, North Half Pier 2, and South Half
55 Pier 2 footing construction at BR No. 405/43. As an incentive to the Contractor, the
56 Contracting Agency will pay the Contractor an incentive for early completion of the
57 above construction work with the early opening of the I 405 traffic lanes. No other
58 work will be eligible for the incentive payment.
59

1 The Contracting Agency will pay the hereinafter specified sums of money for early
2 completion of each day, or portion thereof (prorated to the nearest hour), that work
3 is completed and all lanes of I 405 are fully opened to traffic before the 9 and 11
4 calendar days of the 24-hour HOV lane closures of I 405 as specified in the
5 Subsection **Roadway Closures**, of the Special Provision **Lane, Ramp, and**
6 **Roadway Closures**.

7
8 It is mutually agreed by the parties to this contract that the amount due per
9 calendar day to the Contractor for early opening of the HOV lanes, shall be \$5,000
10 for each HOV lane, Northbound and Southbound, prorated to the nearest hour.
11 The amount due to the Contractor shall not exceed a maximum amount of \$10,000
12 per day.

13
14 If the Contractor fails to complete the Pier 2 foundation construction work of the
15 contract and the public does not have full and unrestricted use of the I 405 HOV
16 lanes by the end of the designated time, the Contractor agrees to pay the
17 Contracting Agency liquidated damages as specified in the Subsection **Liquidated**
18 **Damages** of the Special Provision **Prosecution and Progress**.

19
20 **(July 31, 1995)**

21 **Suspension of Work**

22 Section 1-08.6 is deleted in its entirety and replaced with the following:

23
24 The Engineer may order suspension of all or any part of the work if:

- 25
26 1. Conditions beyond the control of the Contractor, other than unsuitable weather,
27 prevent satisfactory and timely performance of the work; or
28
29 2. The Contractor does not comply with the contract or the Engineer's orders.

30
31 When ordered by the Engineer to suspend or resume work, the Contractor shall do so
32 immediately.

33
34 If the work is suspended for reason (1) above, the period of work stoppage will be
35 counted as nonworking days. But if the Engineer believes the Contractor should have
36 completed the suspended work before the suspension, all or part of the suspension
37 period may be counted as working days. The Engineer will set the number of
38 nonworking days (or parts of days) by deciding how long the suspension delayed the
39 entire project.

40
41 If the work is suspended for reason (2) above, the period of work stoppage will be
42 counted as working days. The lost work time, however, shall not relieve the Contractor
43 from any contract responsibility.

44
45 If the performance of all or any portion of the work is suspended or delayed by the
46 Engineer in writing for an unreasonable period of time (not originally anticipated,
47 customary, or inherent to the construction industry) and the Contractor believes that
48 additional compensation and/or contract time is due as a result of such suspension or
49 delay, the Contractor shall submit to the Engineer in writing a request for adjustment
50 within 7 calendar days of receipt of the notice to resume work. The request shall set
51 forth the reasons and support for such adjustment. Upon receipt, the Engineer will
52 evaluate the Contractor's request. If the Engineer agrees that the cost and/or time
53 required for the performance of the contract has increased as a result of such
54 suspension and the suspension was caused by conditions beyond the control of and not
55 the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not
56 caused by weather, the Engineer will make an adjustment (excluding profit) and modify
57 the contract in writing accordingly. No contract adjustment will be allowed unless the
58 Contractor has submitted the request for adjustment within the time prescribed. No
59 contract adjustment will be allowed under this clause to the extent that performance
60 would have been suspended or delayed by any other cause, or for which an adjustment

1 is provided for or excluded under any other term or condition of this contract. The
2 Engineer will notify the Contractor of his/her determination whether or not an adjustment
3 of the contract is warranted. Any disagreement with the Engineer's determination shall
4 be pursued as provided in Section 1-04.5.
5

6 If the Engineer has not provided the Contractor with a written order to suspend or delay
7 the work and if the Contractor believes that the performance of work is suspended,
8 delayed, or interrupted for an unreasonable period of time and such suspension, delay
9 or interruption is the responsibility of the Contracting Agency, the Contractor shall
10 immediately submit a written notice of protest to the Engineer as provided in Section 1-
11 04.5. If the Engineer agrees an adjustment is warranted considering all evaluation
12 criteria stated above, the Engineer will make an adjustment (excluding profit) and
13 modify the contract accordingly. However no adjustment shall be allowed for any costs
14 incurred more than 10 calendar days before the date the Engineer receives the
15 Contractor's written notice of protest.
16

17 No contract adjustment will be allowed unless all or any part of the work is suspended,
18 delayed, or interrupted for an unreasonable period of time by an act of the Contracting
19 Agency in the administration of the contract, or by failure to act within the time specified
20 in the contract (or if no time is specified, within a reasonable amount of time).
21

22 The Engineer will determine if an equitable adjustment in cost or time is due as provided
23 in this section. The equitable adjustment for increase in costs, if due, shall be subject to
24 the limitations provided in Section 1-09.4, provided that no profit of any kind will be
25 allowed on any increase in cost necessarily caused by the suspension, delay, or
26 interruption.
27

28 If the Contractor contends damages have been suffered as a result of any suspension,
29 delay, or interruption, the Contractor shall keep full and complete records of the costs
30 and additional time of such suspension, delay or interruption and shall permit the
31 Engineer to have access to those records and any other records deemed necessary by
32 the Engineer to assist in evaluating the Contractor's request for adjustment in cost or
33 time and evaluating any protest.
34

35 Requests for extensions of time will be evaluated in accordance with Section 1-08.8.
36

37 The Engineer's determination as to whether or not an adjustment should be made will
38 be final as provided in Section 1-05.1.
39

40 No claim by the Contractor under this clause shall be allowed unless the Contractor has
41 followed the procedures provided in this section and in Sections 1-04.5 and 1-09.11.
42

43 **(July 31, 1995)**
44 **Extension of Time**

45 Section 1-08.8 is deleted in its entirety and replaced with the following:
46

47 The time for completion of the contract will be extended for a period equivalent to the
48 time which the Contracting Agency determines the work was delayed by one or more of
49 the following causes occurring during the performance of the work:
50

- 51 1. The acts, neglects, or defaults of the Contracting Agency, any of its officers or
52 employees, or any other contractor employed by the Contracting Agency;
- 53 2. Fire or other casualty for which the Contractor is not responsible;
- 54 3. Strikes, and
- 55 4. Other conditions that permit the extensions of time under the provisions of
56 these Specifications such as:
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- a. In Section 1-04.4 if a change increases the time to do any of the work including unchanged work,
 - b. In Section 1-04.5 if increased time is part of a protest that is found to be a valid protest,
 - c. In Section 1-04.6 if increases exceed 25 percent and these increases caused a delay in completing the contract,
 - d. In Section 1-04.7 if a changed condition is determined to exist which caused a delay in completion of the contract,
 - e. In Section 1-05.3 if the Contracting Agency does not approve properly prepared and acceptable drawings within 30 calendar days,
 - f. In Section 1-07.13 if the performance of the work is delayed as a result of damage by others,
 - g. In Section 1-07.17 if the removal or the relocation of any utility by forces other than the Contractor caused a delay,
 - h. In Section 1-07.24 if a delay results from all the right of way necessary for the construction not being purchased and these Specifications do not make specific provisions regarding unpurchased right of way,
 - i. In Section 1-08.6 if the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time that proves to be the responsibility of the Contracting Agency, or
 - j. In Section 1-09.11 if a dispute or claim also involves a delay in completing the contract and the dispute or claim proves to be valid.

34 An extension of time will not be allowed for any of the above which are caused by or
35 result from default or collusion of the Contractor or the act or failure to act or to perform
36 the work according to the contract.

37
38 The time established by the Contractor in the proposal will be recognized as sufficient to
39 procure all materials and labor and perform all work required under the contract. In
40 general, failure to procure materials or workers or to perform the work for any reason
41 other than those listed above will not be considered as an adequate reason for an
42 extension of time.

43
44 Due to the importance of completing the work at the earliest possible time, the
45 Contractor shall bear all risk of delay due to adverse weather until the work is physically
46 completed. No extension of time will be granted for periods of adverse weather which
47 may delay physical completion of the work or any portion thereof.

48
49 The Contracting Agency may grant extension of time for exceptional causes not
50 specifically identified above subject to the Contractor's request for such extension being
51 fully supported with documented proof that the Contractor had no direct or indirect
52 control over the cause of delay and could take no reasonable action to avoid or offset
53 the delay. Failure by the Contractor to utilize efficiently all available time after execution
54 of the contract will be considered in evaluating any request for extensions of time.

55
56 The reasons for and times of extensions will be determined by the Contracting Agency
57 and such determination will be final. To warrant consideration, requests for extensions
58 of time must be submitted in writing by the Contractor within 10 calendar days after the
59 occurrence of such delay giving the reasons for and the claimed time of delay. The

1 Contractor's letter must bear consent of surety on the bond when the accumulated
2 request is for 20 percent or more of the original contract time.
3

4 **Liquidated Damages**

5 Section 1-08.9 is supplemented with the following:
6

7 **(*****)**

8 The closure of NE 8th St. and I-405 mainline lanes and ramps will result in substantial
9 traffic impacts. These closures will cause delays to the traveling public, increase fuel
10 consumption, vehicle operating cost, pollution, and other inconveniences and harm far
11 in excess of those resulting from delay of most projects.
12

13 Unplanned disruptions to the Intelligent Transportation System (ITS) will result in
14 impacts to the traveling public, increase fuel consumption, vehicle operating costs,
15 pollution, and other inconveniences and harm far in excess of those resulting from delay
16 of most projects.
17

18 Accordingly, the Contractor agrees:
19

- 20 1. To pay \$1,000.00 liquidated damages per 15 minutes for each 15 minute
21 period prorated to the nearest 5 minutes that a lane is closed on mainline I-405
22 beyond the scheduled opening time specified in the Subsection **Public**
23 **Convenience and Safety** of the Special Provision **LEGAL RELATIONS AND**
24 **RESPONSIBILITIES TO THE PUBLIC.**
25
- 26 2. To pay \$5,000 liquidated damages per day for each day prorated to the
27 nearest hour that each HOV lane is closed on mainline I-405 beyond the
28 scheduled opening time specified for the completion of footing construction at
29 BR No. 405/43 in the Subsection **Time for Completion** of the Special
30 Provision **PROSECUTION AND PROGRESS.**
31
- 32 3. To pay \$250.00 liquidated damages per 15 minutes for each 15 minute period
33 prorated to the nearest 5 minutes that a lane is closed on NE 8th St beyond the
34 scheduled opening time specified in the Subsection **Public Convenience and**
35 **Safety** of the Special Provision **LEGAL RELATIONS AND**
36 **RESPONSIBILITIES TO THE PUBLIC.**
37
- 38 4. To pay \$250.00 liquidated damages per 15 minutes for each 15 minute period
39 prorated to the nearest 5 minutes that a ramp is closed beyond the scheduled
40 opening time specified in the Subsection **Public Convenience and Safety** of
41 **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.**
42
- 43 5. To pay \$2,500 liquidated damages per 15 minutes for each 15 minute period
44 prorated to the nearest 5 minutes that mainline I-405 is closed beyond the
45 scheduled opening time specified in the Subsection **Public Convenience and**
46 **Safety** of the Special Provision **LEGAL RELATIONS AND**
47 **RESPONSIBILITIES TO THE PUBLIC.**
48
- 49 6. To pay \$1,000 liquidated damages per 15 minutes for each 15 minute period
50 prorated to the nearest 5 minutes that NE 8th St. is closed beyond the
51 scheduled opening time specified in the Subsection **Public Convenience and**
52 **Safety** of the Special Provision **LEGAL RELATIONS AND**
53 **RESPONSIBILITIES TO THE PUBLIC.**
54
- 55 7. To pay \$250.00 liquidated damages per 15 minutes for each 15 minute period
56 that the Contractor fails to restore the proper operation of an existing ITS
57 element following an unplanned disruption as specified in the subsection
58 **Interruptions to ITS System** of the Special Provision **TRAFFIC DATA**
59 **ACCUMULATION AND RAMP METERING SYSTEM.**
60