108.01 SUBLETTING OF A CONTRACT

General

When a Contractor subcontracts a portion of a contract, the Contractor must submit an ITD-315, Request to Subcontract, through the Resident/Regional Engineer to the District Engineer. The Resident/Regional Engineer reviews and checks the request and if the request is correct forwards it to the District Engineer for approval. The Contractor will be notified in writing by the District when approval is granted. One approved copy of the Request to Subcontract is returned to the Contractor and one approved copy is to be sent to the Construction Section. Refer to Exhibit 108.01-a for an example of the approval letter with the distribution. The Request to Subcontract shall be numbered consecutively beginning with number 1 for each contract. Refer to "Subletting of Work by Subcontractors" for the numbering of Requests to Sub-subcontract.

Change-ordered work, if subcontracted, requires approval through an ITD-315. This type of work is not considered in determining the percentage subcontracted. Subcontracted change order items are handled the same as sub-subcontracted and/or specialty items on the ITD-315.

The Contractor must submit a copy of the completely negotiated subcontract agreement to the Resident/Regional Engineer for approval. The Resident/Regional Engineer checks for the required inclusions stated in the FHWA Special Provisions, ensures that the items of work subcontracted are shown on the ITD-315, verifies that the total dollar amount subcontracted conforms to the "total dollar value of the subcontract or sub-subcontract" shown on the back of the ITD-315; and that both parties signed the subcontract. When the subcontract is approved, the Resident/Regional Engineer signs and dates the ITD-315, and returns a copy to the Contractor.

The Resident/Regional Engineer files a copy of the transmittal letter to the Contractor, a copy of the ITD-315, and a copy of the approved subcontract agreement. The required physical inclusions are (1) the applicable wage rates, (2) a copy of the FHWA-1273, (3) the FHWA-1273 addendum, (4) the Civil Rights Special Provisions, (5) Training Special Provisions, and (6) State Aid Special Provisions (SP-SA); as applicable.

The ITD-315, Request to Subcontract, and the subcontract may be submitted together or separately, but **both must have the required written approvals prior to commencement of the work by the subcontractor.**

Exhibits 108.01-2, -3, and -4 show the method of listing the required information on the ITD-315. If more than one sheet is required, sheets may be stubbed and the items continued on succeeding sheets.

Firms operating batch plants, crushing plants, central mixing plants, etc., which are set up primarily for the contract involved, must be considered as subcontractors and covered by a subcontract agreement. These firms cannot be considered as material suppliers unless the source has a history of sales of a similar product prior to bid opening. If questions arise, consult with the Construction Section.

Requests to subcontract plumbing, electrical, heating and air conditioning work must be submitted even though the subcontractors are named in the proposal. Subcontractors named in the proposal shall be adequately licensed at the time of bid opening on state funded projects.

The subcontractor named should be the one performing the plumbing, electrical, heating and air conditioning work.

Idaho Code and Federal Regulations establish the minimum amounts of work that shall be accomplished by the Contractor. These minimum amounts are measured by percentage of dollar amounts of the original contract cost. The original contract cost (or amount, as indicated on the ITD-315) is the sum of costs of all contract bid items plus the estimated costs of stipulated price items and invoice price items less specialty items.

Typical stipulated price items include salvaged materials delivered to the state at a cost stipulated in the contract. Typical invoice items may be asphalt products. The estimated cost per unit from the detailed estimate may be used in computing the total contract cost if precise price quotes on invoice items are not known at the time subcontract approval is requested.

Determination of Value of Work to be Subcontracted

Contract bid prices (not subcontract unit prices) shall always be listed in the column “Contract Unit Bid Price” to determine the value of work to be subcontracted. If the Contractor wishes to sublet an entire item, the contract bid price will be used to determine the value of the work, not the subcontractor's price, even though their price may be more or less than the contract bid price. If the Contractor proposes to sublet only a portion of an item (split an item), a value must be listed by the Contractor and approved by the Resident/Regional Engineer as a "split item unit price" for that portion of the item to be subcontracted. When the entire item is to be subcontracted and the subcontractor's price is different than the contract bid price, the subcontractor's unit price will not be shown in the split item column.

The only time the split item column is used is when more than one contractor is performing work for one work item. The contract unit bid price shall be used as a basis for establishing a "split item unit price". A brief description shall be placed following the work item indicating the nature of the work being performed as a split item. This is necessary before approval of the request can be made.

Change order work must have a separate ITD-315 submitted when a subcontractor who has not previously been approved performs the work.

Splitting of Items and Materials Costs

The cost of materials purchased by the prime Contractor from a supplier or commercial source may be deducted or "split" from any item to be subcontracted. However, when a firm both sells material to a prime Contractor and performs the work of incorporating the materials into the project, the cost of the materials must be included in the value of the items to be subcontracted.

Splitting of an item is when the Contractor or another subcontractor performs a portion of the work required to complete the item. If another subcontractor completes the item, the subcontractor must be allocated the remainder of the unit bid price. One example of permissible splitting of items is the crushing, hauling, mixing, and placing of base and surfacing items. Any of these operations may be subcontracted as long as a percentage is assigned to that portion of the item to be subcontracted.

Work units of an item may also be split by using the contract bid price as the split item price. A case where this might be encountered would be a paving project that includes a seal coat. The prime may subcontract the seal coat, including the traffic control for the seal coat. The prime must show a reasonable number of hours at the contract bid price for the traffic control being

performed by the subcontractor. The proper accounting method on the ITD-315 for this situation is illustrated in the examples at the end of this section.

Subcontracting Specialty Items

When specialty items are subcontracted, a request to subcontract must be submitted. However, the contract amount for these items is not charged to the amount subcontracted. Specialty items are designated in the bid schedule of the contract and are not to be confused with "SP" items.

Although the dollar amount of specialty items is not used to calculate percent subcontracted, the specialty items should be tracked. The way to handle specialty items is to show zero (0) dollars in the amount column and carry the specialty item amount on the "Sub-subcontract and/or Specialty Item Total $_____" line as illustrated in the exhibits at the end of this section.

Disadvantaged Business Enterprise (DBE) Subcontract Requirements

See Section 113.03, Disadvantaged Business Enterprise (DBE) in this manual.

Subletting of Work by Subcontractors

The standard specifications permit subcontractors to sublet any of the work assigned to them under their subcontracts with the Contractor and upon approval by the Resident/Regional Engineer.

If the subcontractor desires to sublet any of the work contracted, the Contractor must submit a request in the same manner as prescribed for requesting permission to subcontract a portion of his own work. The items, quantities, unit bid prices, and extended amounts must be shown and the total value of the work shown to determine whether or not the “sub-subcontractor” holds the proper Contractor’s license to perform that amount of work. However, the amount need not be carried below the “sub-subcontract and/or specialty item” Total $ ____ line, and the percentage need not be calculated as is done on a regular request. The percentage has already been charged against the prime Contractor in the subcontract of the first subcontractor. Requests to sub-subcontract shall have the same number as the subcontractor, with an alpha designator added, starting with the letter A (refer to Exhibit 108.01-4).

The back of the ITD-315 is completed by the Contractor and signed by both the Contractor and the subcontractor (not the sub-subcontractor). However, the dollar value of the sub-subcontractor agreement must be placed in the area provided for the first subcontractor’s agreement.

Enforcement of Specifications Governing Subcontracts

The Resident/Regional Engineer shall enforce the requirements governing subcontracts and oversee that all work not being performed by the Contractor’s forces is either covered by an approved subcontract or is being done by personnel shown on the Contractor’s payroll. See section 113.03 for special DBE requirements.

Requests to subcontract are generally submitted at the presconstruction conference. The Contractor shall submit the request in sufficient time to obtain approval prior to commencement of subcontract work.

The ITD-25, Construction Diary, should be used to document the day the subcontractor begins working on the project.

Occasionally, the Contractor decides to perform planned subcontract work with the Contractor's own forces. Whenever this occurs, the subcontract records should reflect the change. See section 113.03 for special DBE requirements.

Checking the ITD-315, Request to Subcontract

The ITD-315 is used to determine the percentage of work being subcontracted. The dollar values of each item, as determined by the Contractor in the bid, are used as measures of the work to perform a mathematical computation. If a Contractor unbalances the bid on an item, the split unit price must carry a similar imbalance to properly reflect the percent of the work being done by the subcontractor with respect to the total cost of the project. For example, if a Contractor bid $12.00 per MTON (ton) on one project for plantmix pavement cl. I, and $33.00 on another project, and subcontracted the crushing of the aggregate on both projects, the split item unit price might very well be $4.00 on the first and $11.00 on the second (33% of the work in each case) even though the subcontracts themselves show the subcontractor is doing the crushing for both contracts for $4.00 per MTON (ton).

All entries on the ITD-315 shall be checked and marked with a "tick" mark if correct. If an entry is incorrect, it may be struck through with a single line, a corrected entry placed above (or below, etc.) and initialed. The columns headed Item Number, Quantity, Item, and Unit Bid Price should read exactly as they read in the contract. Split quantities should then be shown in the Quantity column with an asterisk referring to a comment explaining the portion of the work to be performed by the subcontractor. Similarly, split item unit prices are to be marked and explained. Exhibits 108.01-2 through 108.01-4 illustrate these procedures.

A box at the bottom of the ITD-315 identifies the approval of the request by the Resident/Regional Engineer and District Engineer. A copy of the approved ITD-315 shall be sent to the Construction section.

Exhibit 108.01-1

August 25, 1998

Idaho Construction Company, Inc.
3779 N. 3400 E.
Kimberly, ID 83341-9801

Project No.: DPC-BR-0031
Key No.: 5696
Location: Monte Vista Underpass, Pocatello
Contract No.: 5866

Your request to subcontract certain items of work on the captioned project has been submitted to this office for approval.

Our records indicate the following subcontractor(s) holds the proper Idaho Public Works Contractor's license and is / are approved to perform the work.

NAME OF SUBCONTRACTOR	REQUEST NO.	SUBCONTRACT AMOUNT
Pacific Ready-Mix, Inc.	#2	$103,498.45

This is 4.07 percent of the total contract amount requested to be subcontracted to date, less specialty items.

One complete copy of the subcontract agreement with the proper forms attached, as indicated on the ITD-315, must be submitted to the Resident Engineer and his approval obtained before any work by the named subcontractor can commence on the project.

Sincerely,

ED BALA, P.E.
District 5 Engineer

Bcc: State Tax Commission
CAE
CCO
Resident Engineer

Exhibit 108.01-2a

ITD - 315 8-98

REQUEST TO [x] **SUBCONTRACT OR** [ ] **SUB-SUBCONTRACT**

Date: June 9, 1998 REQUEST NO.: 2

To: DISTRICT 5 ENGINEER
IDAHO TRANSPORTATION DEPARTMENT
P.O. BOX 4700
Pocatello ID 83205

PROJECT NO.: DPC-BR-0031(102)
KEY NO.: 5696
LOCATION: MONTE VISTA U'PASS, POCATELLO
CONTRACT NUMBER: 5866

From: (Name and Address)

PRIME CONTRACTOR Idaho Construction Company, Inc.
3779 N. 3400 E.
Kimberly, ID 83341-9801

SUBCONTRACTOR: [ ] DBE
Pacific Ready-Mix
4956 East "A" Street
Idaho Falls, ID 83405
License Number: 1234-AAA-4(4, 9, 10, 47)

SUB-SUBCONTRACTOR: [ ] DBE
License Number:

Contract Item	Contract	Contract Item	Contract Unit Bid	Split Item Unit	Amount
502-A-6	221 CY	Concrete Class 40-A	$184		$40,664.00
502-A-7	326 CY	Concrete Class 40-B	$184		$59,984.00
511-A	613 SY	Waterproof Membrane*	$8.50	$4.65	$2,850.45
		* (Supply Only)			
Sub-Subcontract and/or Specialty Item (Do not include this amount in any total below) **TOTAL $**					

Total Amount of this Request	$	103,498.45
Total Contract Amount (Less Specialty Items)	$	8,769,345.28
Percent of Total Contract	%	1.18

Amount of previously approved requests is $ 253,698.18 . This request will make the total amount subcontracted to date $ 357,196.63 , which is 4.07 percent of the total contract amount, less Specialty Items.

Checked by: _____ Resident Engineer

Signed: _____ (Contractor)

Approved: _____ District Engineer

Title: _____

Date: _____

Exhibit 108.01-2b

ITD - 315 8-98
(Reverse Side)

Contractor's Statement and Acknowledgment

The prime contractor on the above contract, whose signature appears below, certifies that the following provisions of this contract will be physically incorporated into and made a part of the Subcontract Agreement and that the Agreement will be submitted

Check applicable contract provisions: (See requirements listed in contract.)

[x]	U.S.DOT Form FHWA-1273	[x]	SP-Training	[x]	Civil Rights Special Provisions
[x]	Department of Labor Wage Determination	[ ]	State Aid Special Provisions (SP-SA)	[ ]	Other _____

The total dollar value of the Subcontract or Sub-Subcontract is $ 103,498.45

Signed: _____, this _____ day of _____, 19 ____
Signature

_____ _____
Title (Name of Prime Contractor)

The subcontractor whose signature appears below also acknowledges his responsibility under the subcontract for including these clauses in any lower tier subcontract awarded by him (required only for Sub-Subcontracts).

Signed: _____, this _____ day of _____, 19 ____
Signature

_____ _____
Title (Name of Subcontractor)

Instructions to Contractor

1. Address request to District Engineer having jurisdiction of project.
2. Subcontractor's or Sub-Subcontractor's name and address must be the same as shown on the State License.
3. Fill in all columns using Contract Item Numbers and Contract Items as shown in the Contract. Use column headed "Split Item Unit Price" only if splitting of items is allowed.
4. Contact Resident Engineer for information concerning permissible bid item splitting and determination of "Split Item Unit Price." When splitting an item, including a specialty item, a description of work being split out of the item must appear in the column headed "Contract Item."
5. When "Specialty Items" are listed, or when using form ITD-315 for a Sub-Subcontract, leave blank all total and percentage lines below **"Sub-Subcontract or Specialty Item Total"** line.
6. Carry percentages to two decimal places. Be sure your figures are accurate before submitting request.
7. If the Prime Contractor is requesting to subcontract, check the box next to "Subcontract." If the Subcontractor is requesting to Sub-Subcontract, check the box next to "Sub-Subcontract."
8. Check DBE box only if Subcontractor or Sub-Subcontractor is certified as a DBE with the Idaho Transportation Department. If DBE goals have not already been met, the good faith effort to obtain DBE participation must accompany this subcontract request.
9. Complete "Contractor's Statement and Acknowledgment" section.
10. All copies of all "Requests to Subcontract or Sub-Subcontract" must be signed and submitted by the Prime Contractor. Submit original and one copy through the Resident Engineer.

Exhibit 108.01-3a

ITD - 315 8-98

REQUEST TO ☐ **SUBCONTRACT OR** [x] **SUB-SUBCONTRACT**

Date: June 30, 1989 REQUEST NO.: 3

To: DISTRICT 5 ENGINEER
IDAHO TRANSPORTATION DEPARTMENT
P.O. BOX 4700
Pocatello ID 83205

PROJECT NO.: I-15W-4(45)26
KEY NO.: 4612
LOCATION: Register Rock - Rockland
CONTRACT NUMBER: 4818

From: (Name and Address)

PRIME CONTRACTOR ABC Construction Co., Inc.
P.O. Box 643
Pocatello, ID 83207

SUBCONTRACTOR: [x] DBE
A-1 Minority
Rt. 4, Box 173-A
Blackfoot, ID 83221
License Number: 6483-AA(1,2,3)

SUB-SUBCONTRACTOR: [x] DBE
Acme Inc.
5647 W. E Street
Twin Falls, ID 83404
License Number: 1769-A-4(4, 14, 45, 47)

Contract	Contract	Contract Item	Contract Unit	Split Item Unit	Amount
656-A	1 LS	Traffic Signal Installation "SPECIALITY ITEM" *(Install Loop Detectors Only)	$58,000	* $12,000	
205-A	284,078 CY *1619 CY	Excavation *(Sub-Sub performing rock excavation near Sta. 705 only.)	$1.35	* $1.35	$2,185.65
Sub-Subcontract and/or Specialty Item (Do not include this amount in any total below) **TOTAL $**				$14,185.65	

Total Amount of this Request $ _____
Total Contract Amount (Less Specialty Items) $ _____
Percent of Total Contract % _____

Amount of previously approved requests is $ _____. This request will make the total amount subcontracted to date $ _____, which is _____ percent of the total contract amount, less Specialty Items.

Checked by: _____ Resident Engineer

Signed: _____ (Contractor)

Approved: _____ District Engineer

Title: _____

Date: _____

Exhibit 108.01- 3b

ITD - 315 8-98
(Reverse Side)

Contractor's Statement and Acknowledgment

The prime contractor on the above contract, whose signature appears below, certifies that the following provisions of this contract will be physically incorporated into and made a part of the Subcontract Agreement and that the Agreement will be submitted to the Resident Engineer for review and made available for compliance reviews by Idaho Transportation Department personnel.

Check applicable contract provisions: (See requirements listed in contract.)

[x]	U.S.DOT Form FHWA-1273	[x]	SP-Training	[x]	Civil Rights Special Provisions
[x]	Department of Labor Wage Determination	[ ]	State Aid Special Provisions (SP-SA)	[ ]	Other _____

The total dollar value of the Subcontract or Sub-Subcontract is $ $14.185.65

Signed: _____, this _____ day of _____, 19____
Signature

_____ _____
Title (Name of Prime Contractor)

The subcontractor whose signature appears below also acknowledges his responsibility under the subcontract for including these clauses in any lower tier subcontract awarded by him (required only for Sub-Subcontracts).

Signed: _____, this _____ day of _____, 19____
Signature

_____ _____
Title (Name of Subcontractor)

Instructions to Contractor

1. Address request to District Engineer having jurisdiction of project.
2. Subcontractor's or Sub-Subcontractor's name and address must be the same as shown on the State License.
3. Fill in all columns using Contract Item Numbers and Contract Items as shown in the Contract. Use column headed "Split Item Unit Price" only if splitting of items is allowed.
4. Contact Resident Engineer for information concerning permissible bid item splitting and determination of "Split Item Unit Price." When splitting an item, including a specialty item, a description of work being split out of the item must appear in the column headed "Contract Item."
5. When "Specialty Items" are listed, or when using form ITD-315 for a Sub-Subcontract, leave blank all total and percentage lines below **"Sub-Subcontract or Specialty Item Total"** line.
6. Carry percentages to two decimal places. Be sure your figures are accurate before submitting request.
7. If the Prime Contractor is requesting to subcontract, check the box next to "Subcontract." If the Subcontractor is requesting to Sub-Subcontract, check the box next to "Sub-Subcontract."
8. Check DBE box only if Subcontractor or Sub-Subcontractor is certified as a DBE with the Idaho Transportation Department. If DBE goals have not already been met, the good faith effort to obtain DBE participation must accompany this subcontract request.
9. Complete "Contractor's Statement and Acknowledgment" section.
10. All copies of all "Requests to Subcontract or Sub-Subcontract" must be signed and submitted by the Prime Contractor. Submit original and one copy through the Resident Engineer.

Exhibit 108.01-4a

ITD - 315 8-98

REQUEST TO ☐ **SUBCONTRACT OR** ☒ **SUB-SUBCONTRACT**

Date: June 30, 1989 REQUEST NO.: 4

To: DISTRICT 5 ENGINEER
IDAHO TRANSPORTATION DEPARTMENT
P.O. BOX 4700
Pocatello ID 83205

PROJECT NO.: I-15W-4(45)26
KEY NO.: 4612
LOCATION: Register Rock - Rockland
CONTRACT NUMBER: 4818

From: (Name and Address)

PRIME CONTRACTOR ABC Construction Co., Inc.
P.O. Box 643
Pocatello, ID 83207

SUBCONTRACTOR: ☒ DBE
Traffic Industries of Idaho
5678 Sherman Avenue
Pocatello, ID 83207
License Number: 1289-AA-4(42, 47)

SUB-SUBCONTRACTOR: ☐ DBE
License Number:

Contract	Contract	Contract Item	Contract Unit	Split Item Unit	Amount
626-K	1 LS	Incidental Traffic Control (Seal Coat Only)	$3,000	$2,000	$2,000
626-L	72 MN HR	Traffic Control Maintenance * (Seal Coat Only)	$25	* $25	$1,500
630-A	580 HR	Flagging * (Seal Coat Only)	$24	* $@$	$9,120
Sub-Subcontract and/or Specialty Item (Do not include this amount in any total below) **TOTAL $**					

Total Amount of this Request	$	12,620.00
Total Contract Amount (Less Specialty Items)	$	8,769,345.28
Percent of Total Contract	%	0.14

Amount of previously approved requests is $ 373,087.93 . This request will make the total amount subcontracted to date $ 385,707.93 , which is 4.40 percent of the total contract amount, less Specialty Items.

Checked by: _____ Resident Engineer

Signed: _____ (Contractor)

Approved: _____ District Engineer

Title: _____

Date: _____

Exhibit 108.01-4b

ITD - 315 8-98
(Reverse Side)

Contractor's Statement and Acknowledgment

The prime contractor on the above contract, whose signature appears below, certifies that the following provisions of this contract will be physically incorporated into and made a part of the Subcontract Agreement and that the Agreement will be submitted to the Resident Engineer for review and made available for compliance reviews by Idaho Transportation Department personnel.

Check applicable contract provisions: (See requirements listed in contract.)

[x]	U.S.DOT Form FHWA-1273	[x]	SP-Training	[x]	Civil Rights Special Provisions
[x]	Department of Labor Wage Determination	[ ]	State Aid Special Provisions (SP-SA)	[ ]	Other _____

The total dollar value of the Subcontract or Sub-Subcontract is $ 13,240.00

Signed: _____, this _____ day of _____, 19 ____
Signature

_____ _____
Title (Name of Prime Contractor)

The subcontractor whose signature appears below also acknowledges his responsibility under the subcontract for including these clauses in any lower tier subcontract awarded by him (required only for Sub-Subcontracts).

Signed: _____, this _____ day of _____, 19 ____
Signature

_____ _____
Title (Name of Subcontractor)

Instructions to Contractor

1. Address request to District Engineer having jurisdiction of project.
2. Subcontractor's or Sub-Subcontractor's name and address must be the same as shown on the State License.
3. Fill in all columns using Contract Item Numbers and Contract Items as shown in the Contract. Use column headed "Split Item Unit Price" only if splitting of items is allowed.
4. Contact Resident Engineer for information concerning permissible bid item splitting and determination of "Split Item Unit Price." When splitting an item, including a specialty item, a description of work being split out of the item must appear in the column headed "Contract Item."
5. When "Specialty Items" are listed, or when using form ITD-315 for a Sub-Subcontract, leave blank all total and percentage lines below **"Sub-Subcontract or Specialty Item Total"** line.
6. Carry percentages to two decimal places. Be sure your figures are accurate before submitting request.
7. If the Prime Contractor is requesting to subcontract, check the box next to "Subcontract." If the Subcontractor is requesting to Sub-Subcontract, check the box next to "Sub-Subcontract."
8. Check DBE box only if Subcontractor or Sub-Subcontractor is certified as a DBE with the Idaho Transportation Department. If DBE goals have not already been met, the good faith effort to obtain DBE participation must accompany this subcontract request.
9. Complete "Contractor's Statement and Acknowledgment" section.
10. All copies of all "Requests to Subcontract or Sub-Subcontract" must be signed and submitted by the Prime Contractor. Submit original and one copy through the Resident Engineer.

108.02 PROSECUTION OF WORK

Starting Date for Projects

The Notification of Award will stipulate the date on which it is expected the Contractor will begin construction and from which date contract time will be charged. The project start date may also be stipulated in the contract. Review the contract as well as the Notification of Award letter to determine when contract time is to commence for each contract.

No work shall begin on the project until the contract has been fully executed.

Scheduling

A. Schedule Requirements

Unless otherwise specified in the contract, the Contractor is required to furnish the Resident with the following schedules at or before the preconstruction conference: Gantt Chart (Bar Chart) and CPM Schedule.

The Resident will independently review the initial schedule, and then meet with the Contractor for a joint review and make necessary corrections and adjustments. The specifications require this meeting take place within 10 calendar days of the initial schedule submission. After this meeting, but within 10 calendar days, the Contractor shall make the necessary changes, and then resubmit the schedule to the Resident. If necessary, this process shall be repeated. However, the schedule must be finalized within 30 calendar days after "Notification of Award.

The schedule shall show contract milestones, intermediate contract completion dates, and the contract completion date. The schedule shall show the Contractor's scheduled completion date and the substantial completion date when applicable.

Should the prosecution of the work be discontinued or changed for any reason, the contract specifications require the Contractor to notify the Resident at least two days in advance of changing or resuming operations. Through the life of the project, the Resident should verify that activities, durations, start and finish dates, etc. shown on the schedule represent the actual status of work.

The Resident may request in writing a supplemental schedule if the actual prosecution of work differs significantly from that represented on the schedule. The Contractor must provide the requested supplemental schedule within 7 calendar days of the request and at no cost to the State.

Jobsite progress meetings shall be held monthly or as specified for the purpose of updating the schedule. Progress will be reviewed to verify actual start and finish dates of completed activities, remaining duration and percent complete of uncompleted activities, and any proposed revisions to the schedule. It is the Contractor's responsibility to provide the Resident with the status of activities at the progress meetings and prepare schedule updates based on this information once it has been verified and agreed upon. A written narrative describing the schedule status, the critical path and any revisions to the schedule shall be included with the updated schedule. The updated schedule will be resubmitted should it not contain the agreed upon information.

The Resident must have a schedule that accurately represents the prosecution of work and activities at all times. A current schedule is essential for evaluating requests for contract time adjustments and determining how delays, extra work, interruptions, suspensions, etc. will impact the contract completion date or the Contractor's scheduled completion date for incentive/disincentive contracts. The contract specifications allow the Resident to withhold progress payments if the Contractor fails to provide the schedules and updates as required.

Gantt Chart

A Gantt chart is another name for a bar chart. The Gantt chart provides a graphical representation of the project plan that includes the activities that make up the project, the estimated duration of each activity, and the planned sequence of activity performance. The critical path must be identified on the Gantt chart. Total float must be identified on Gantt charts developed from CPM schedules. Total float is not required to be identified on Gantt charts developed without CPM schedules. The Gantt chart must conform to the specifications as set forth in the contract.

CPM Schedule

A CPM schedule is one that forecasts the amount of time required from project start to finish by arranging all project activities in their logical sequence and calculating all possible path lengths through the project. CPM schedules are used to ensure adequate project planning and provide a tool to quickly and accurately evaluate project changes. The CPM schedule may also be used to determine when and what activities need to be accelerated to meet contract milestones, completion dates, etc.

Two copies of the Time-Scaled Logic Diagram, Network Report, and Schedule Report must be submitted by the Contractor.

Requirements for the Time-Scaled Logic Diagram are as specified in the contract.

The Network Report shall completely define the schedule logic. It will clearly indicate all logical relationships and constraints.

The Schedule Report shall be sorted by activity number and shall provide the following information for each activity: activity number, activity description, activity calendar, original duration, remaining duration, percent complete, scheduled or actual start and finish dates, late start and finish dates, free float and total float.

B. Schedule Terminology

This section provides an overview of some of the terminology used in the scheduling specifications. It is not intended to provide a complete resource for project scheduling. Reference should be made to CPM and other project scheduling textbooks or guidelines for additional assistance when reviewing and approving schedule submittals.

The schedule calendar defines how many days per week each activity will be performed. There are typically several calendars on each schedule.

A constraint is a restriction imposed on the start or finish date of an activity. Constraints are usually contractual or resource driven. For example, contract provisions limiting the Contractor's access to the river on a bridge project would be a contractual constraint. Mandatory start or finish dates for pile driving, based on the availability of a crane, is an example of a resource constraint. The contract specifications require the Contractor to identify all constraints in the schedule. For CPM schedules, all constraints must be identified in the Network Report.

On fixed completion date contracts, the contract completion date is specified in the contract. On calendar day contracts, the contract completion date is determined based on the date contract time accounting begins and the number of calendar days allowed for completion of work, as specified in the contract. On working day contracts, the contract completion date is projected based on the date contract time accounting begins, the number of working days as specified in the contract, and nonchargeable time periods, such as weekends, holidays, and nonchargeable winter months. The contract completion date of a working day contract may change over the life of the project due to unexpected nonchargeable periods, such as bad weather.

A milestone is an event that has no schedule duration, such as an approval or an intermediate deadline. Milestones are often set as markers to represent certain stages of progress. Contract milestones are milestones established by the contract or requirements of the contract and usually are constrained to a specific date.

Total float is defined as the total number of days that a scheduled activity can be delayed without affecting the intermediate or contract completion date.

Free float is the number of days that an activity can be delayed without delaying the early start of a successor activity, an activity that follows the activity in question.

As specified in the contract, float within the schedule is not for the exclusive use or benefit of either the Contractor or the State. Float is available for use by either party as needed to meet contract milestones, intermediate contract completion dates, or the contract completion date. On standard contracts contract time extensions will not be considered until the available total float in the schedule is consumed (See Section 108.06 – Determination and Extension of Contract Time). In other words, the State may delay an activity without an extension of contract time if the delay is not longer than the available total float. Likewise, the Contractor may choose to use the available float.

On contracts containing incentive/disincentive provisions, total float may be consumed by the State without a contract time adjustment only to the point that it does not impact the Contractor's scheduled completion date. Once a delay impacts the Contractor's scheduled completion date a time adjustment must be considered (See Section 108.06 – Determination and Extension of Contract Time).

The critical path, at any point in time, is the logical series of activities in a schedule that will take the longest total amount of time to complete. Therefore, at any point in time, the critical

path will be the path with the least amount of total float. The critical path can change as the project changes and is only defined at a particular point in time. As the project progresses and the schedule is updated with the actual duration and sequences of activities, the critical path may change. The critical path does not have to have zero total float. The critical path is generally located by finding the activity with the least amount of total float at each point in time.

For CPM schedules, the contract specifications require the Contractor to clearly identify all logical relationships in the Network Report. Finish-to-start (FS), start-to-start (SS), and finish-to-finish (FF) are logical relationships between two activities. Any relationship involves two linked activities, a predecessor and a successor. The start or finish of the predecessor activity controls the start or finish of the successor activity.

When the finish of the predecessor controls the start of the successor the relationship is known as finish-to-start. An example of an FS relationship would be girder placement following abutment cure. The start of girder placement cannot begin until the finish of abutment cure. Finish-to-start is the most common activity relationship.

When the start of the predecessor controls the start the successor the relationship is known as a start-to-start relationship. When the finish of the predecessor controls the finish of the successor the relationship is known as a finish-to-finish relationship. An example of SS and FF relationships is excavation for pile driving, the predecessor, and pile driving, the successor. Excavation must start before pile driving can start (SS). And excavation must finish before pile driving can finish (FF). However, the activities can be going on at the same time.

Lag is defined as a delay or offset time in a relationship. For example, if three days of lag is specified for a finish-to-start relationship, the successor activity starts three days after the predecessor finishes. If three days of lag is specified for a start-to-start relationship, the successor starts three days after the predecessor starts. For CPM schedules, the contract specifications require the Contractor to clearly identify all lags in the Network Report.

Early start is the earliest date an activity can be started after all predecessors to the activity are completed. Early finish is the earliest possible date an activity can finish, or the early start date plus the activity duration.

Late start is the last day that an activity can start without delaying the project as a whole or without delaying an intermediate deadline. The late start date for an activity is the late finish date minus the activity duration. Late finish is the last date an activity can finish without delaying the project as a whole or without delaying an intermediate deadline.

108.03 PRECONSTRUCTION CONFERENCE

Scheduling

Soon after the "Notice of Award" is received in the District, the Resident/Regional Engineer shall write a letter to the Contractor setting up a preconstruction conference. The suggested date, time, and place of the meeting shall be listed and confirmation of the date requested from the Contractor. The meeting will usually be held in the District office but can be held in the Resident/Regional Engineer's office or the Contractor's office if more convenient. Copies of the letter should be made for the District Engineer, Construction Engineer, and in the case of full federal involvement projects, the FHWA. The local sponsor's representative should receive a copy of the letter along with copies of the plans and contract from the District Engineer for the sponsor's use and files.

All of the Emergency Response Agencies (fire, law enforcement and emergency medical services from local county and state departments) that are responsible for service to the project location should be notified and invited to attend. Other interested parties, such as utility companies, irrigation districts, etc., should also be notified. A representative from Public Affairs should be invited to facilitate preparation of news releases concerning the upcoming construction for those contracts not already involving the Public Involvement Coordinator. At the option of the District, additional specialists may attend, e.g., a Traffic Engineer if a signalization contract is discussed. Also at the District's option, Digline may be invited to participate (1-800-342-1585).

The letter shall include instructions for the Contractor to submit subcontract requests, a progress schedule, and a list of materials suppliers. The list shall include all materials fabricated or manufactured off the project, listing the item number and source. If the source is a supply house or distributor, then the origin must also be listed. If it is known that the Contractor is contemplating a change of source, the department Archaeologist should be invited.

The Contractor should be prepared to discuss, among other subjects, the progress schedule, requests to subcontract, materials source, erosion and pollution control, and safety program. The Resident Engineer is strongly encouraged to hold the preconstruction meeting prior to any work being performed on the project.

Conduct of Meeting

The District Engineer, Assistant District Engineer, or the Resident/Regional Engineer should moderate the meeting. The Contractor should be represented by the owner or an officer of the firm, the superintendent who will be on the job, representatives of major subcontractors, and anyone else the Contractor wishes to invite.

As soon as possible after bids are opened and before the preconstruction conference, the Resident/Regional Engineer should hold a staff meeting with all personnel who will be working on the project. These people should review the plans and special provisions before the meeting so those features that are unclear or confusing can be discussed. The subjects for discussion are up to the Resident/Regional Engineer; however, the Resident/Regional Engineer should make it clear the degree of authority and responsibility each member of the staff is to have, who the supervisor of each person is, who may and how to suspend any portion of the work, etc., and

remind personnel to review the specifications and special provisions of the Construction, Field Test, and Materials manuals. No record of this meeting needs to be filed other than in the project diary. An agenda of items to be discussed at the preconstruction conference with the Contractor should also be prepared.

Preconstruction Conference Outline

The conference moderator and note keeper should use the following outline to assure that all items applicable to the project have been discussed.

1. Conference participants' names, addresses, phone numbers/e-mail addresses.
2. Notice to proceed date (letter).
3. Date for contract time to begin. (Generally the notice to proceed date.)
4. CPM schedules.
5. Contractor's plan of operation.
6. Utilities, including railroads, involved on the project. Status of utility moves. Plan of operation for completion of utility moves and expected date of completion. Any conflicts between the utility moves and Contractor's schedule should be identified. The Contractor should advise the Resident/Regional Engineer of any problems as soon as apparent. Representative of the utilities may be excused from the meeting at this point unless they desire to attend the full meeting.
7. Coordination between the Department, the Contractor and the Response Agencies should be made to best facilitate potential response to and/or through, the project (i.e. location of access roads, emergency contact information, temporary accommodations for emergency traffic etc.). Other participants who are not involved in the full meeting should also be heard from at this point to allow them to leave early if they choose to.
8. Establish time for notice to be given before work changes.
9. Correspondence to go to Resident/Regional Engineer's office (give name and address).
10. Correspondence to Contractor (give name and address).
11. Subcontracts: Name subcontractor and items to be subcontracted. Submit request to subcontract if at all possible. (Requests to subcontract must be approved by the Construction Engineer prior to the subcontractor beginning work, and the Resident/Regional Engineer must have signed-off on the subcontract itself.)
12. Names of Contractor's superintendents.
13. Names of state's project engineer/chief and project inspector.
14. Contractor's people authorized to sign monthly estimates and change orders.
15. Cutoff date for preparation of progress estimates. One or two estimates per month? Prompt payment to subcontractors including submission of certification of payment form.
16. ITD-2242, Work status: Starts, suspensions, and completions.
17. Claims: Early discussion of problems to avoid claims. Review claim procedures.

18. Materials supplier lists submitted to date. (Is materials supplier list in conformance with DBE plan?) A copy of the materials suppliers list shall be sent to the HQ Materials Section.
19. Discuss items requiring certification, such as steel, cement, bearing pads, guardrail, etc.
20. Discuss items requiring shop drawings.
21. Discuss catalog data and manufacturer's details where required.
22. Partial or complete state-furnished lists given to the Contractor (pipe, guardrail, signposts, or other) with dates furnished.
23. Materials Sources Shown in Contract:
    - Special requirements such as haul roads, access, royalties, archaeological findings, and source reclamation.
    - Change of Source: Time required and cost of testing. Archaeological clearance prior to disturbance.
    - Source releases.
24. Construction surveying including any staking provided by the State.
25. Traffic Control:
    - Signings, detours, speed zones, road closures, delays, flagging, piloting, haul operations, payment of bid items.
    - Names of Contractor and state representatives who are responsible for checking traffic control each day.
    - Flagger and worksite traffic control supervisor certification requirements.

26. Permits: NPDES, Army Corps f Engineers, DEQ, Stream Alteration, etc. Areas of concern: Hot plant, crusher, materials sources, washing operations, erosion control, work in or adjacent to water or wetlands, discovery of underground storage tanks.
    - NPDES – Review SWPP Plan. If a permit is required, both the Contractor and ITD submit NOIs. No ground disturbing activities allowed until 2 days after submission of NOI (refer to 107.17).
    - Review all other permit requirements in the contract.
    - Submission of schedules for temporary and permanent erosion control work.
    - Limitation of disturbance of erodeable material.

27. Water and Air Pollution: Hot plant, crushers, washing operations, erosion control, work in or adjacent to water, discovery of underground storage tanks.
    - Submission of schedules for temporary and permanent erosion control work.
    - Limitation of area of erodeable material without approval.

28. Safety: Federal Safety & Health Regulations, first-aid training, emergency services, safety equipment, safety meetings.
29. Labor Compliance:
    - Who signs payroll?
    - Payroll period.
    - Employee classifications must be complete (not just group number) copy of code with first payroll.
    - One copy of payroll to Resident/Regional Engineer within 7 days. If no work, WH348 only.
30. Furnish copy of posters required for labor compliance, safety, and EEO and discuss bulletin board. Posters required or recommended to be placed on bulletin boards are:
    - False Statement Notice, PR-1022.
    - Wage Rate Information, PR-809.
    - Wage Determination Schedule in Contract.
    - Notice to Employees, WH-1321 (Federal-Aid Projects).
    - Job Safety and Health Protection, OSHA 2203.
    - Emergency Phone Numbers, ITD-2540.
    - Equal Employment Opportunity Is The Law, OFCCP-1420.
    - Idaho Law Prohibits Discrimination in Employment.
    - Contractor's/Subcontractor's EEO Policy.
31. Furnish copies of ITD-86, Contractor EEO Compliance Report; and PR-1391, Federal-aid Highway Construction Contractors Annual EEO Report.
32. Civil Rights Provisions/EEO Obligations:
    - No employment discrimination on the project.
    - Policy statements and posters displayed appropriately.
    - Obtain letter from Contractor identifying project EEO officer, by name. Place in project file.
    - Obtain record of Contractor's meeting with employees (held before work commences) explaining EEO requirements. Place in project file.
    - Employment goal for minorities _____, females _____. Contractor compliance is enforced by the U.S. Department of Labor.
    - Contractor's employee records indicate race, sex, craft, work status (trainee, apprentice level, helper, or journeyman) and hours worked in each craft. Information should be available in summary form when requested by ITD.
    - EEO employment provisions apply to all subcontracts over $10,000. Provisions must be INCLUDED IN ALL CONTRACTS.

- ITD may perform compliance review. The U.S. Department of Labor may also perform independent compliance reviews.
- Penalties for noncompliance include withheld payments, declaring the Contractor ineligible to bid for one year, suspending the contract until compliance obtained, termination the contract or assessment of administrative penalties in an amount equal to 10 percent of the contract or $7,700, whichever is less.
- Contractor submits Form 1391 in July.

33. Training Special Provisions:

- A primary purpose of the program is to train minorities and women in highway construction crafts in which they are underrepresented. Program also assists Contractor in meeting EEO goals. Contractor will be reimbursed $0.80 per hour of training under approved program.
- Contract requires _____slots; each slot = 1,000 hours.
- Training program and trainees/apprentices have to be approved by Resident/Regional Engineer.
- Contractor can request to use additional trainees with reimbursement, but must maintain ratio of journeymen to apprentices/trainees. Contractor may also assign positions to subcontractor, if approved. (Number of positions specified in contract relates to contract, not Contractor.)
- Contractor provides trainee/apprentice certificate at completion of training.
- Trainees/apprentices must be identified on payrolls.

34. DBE Obligations

- Contract requires _____% be subcontracted to DBE(s).
- Contractor must use DBE(s) identified on Form 2396. If designated DBE(s) are unable or unwilling to perform, the contractor shall take affirmative action to reestablish DBE participation at a level to meet the original contract goal or demonstrate a good faith effort to do so.
- Revised DBE participation plans must be accepted and approved by the Resident/Regional Engineer and the EEO Contract Compliance Officer.
- Sanctions for failure to meet goal or perform good faith effort include withheld payments, suspension, termination of the contract or assessment of administrative penalties in an amount equal to 10 percent of the contract or $7,700, whichever is less.
- DBE(s) must perform a commercially useful function (CUF). Failure of DBE(s) to perform CUF will result in reduction of amount creditable toward prime Contractor's goal.

35. Acceptance and approval and payment of work.

36. Policy prohibiting gratuities.

37. Discuss any questions involving clarification of the plans, specifications, special provisions, or other project-related concerns.
38. Discuss qualification requirements for samplers/testers and laboratories.

Reporting of Preconstruction Conference

A qualified note keeper shall be used at the meeting to record the discussion as verbatim as possible. After a review of the notes is made, a narrative report shall be prepared itemizing the major points of discussion. This report shall be reviewed by the conference moderator and the Resident/Regional Engineer and then finalized in written form for the Resident/Regional Engineer's signature. Copies shall be sent to:

- Assistant Chief Engineer (Operations)
- Construction Engineer
- Contractor (2)
- District Engineer
- Resident/Regional Engineer
- Central Files
- Local Sponsor, if applicable

A cover letter to the Contractor should accompany the report and contain the following wording:

> *"Enclosed for your review is a copy of the minutes and attendance sheet from the Pre-construction meeting. Please notify this office within 10 days if there are additions or corrections. If we do not hear from you, the attached minutes will become part of the project record."*

Pre-Operational Meetings

Pre-operational meetings with the Contractor are sometimes a requirement of the contract. Even when not a contract requirement, the Resident/Regional Engineer should consider conducting pre-operational conferences just prior to the start of major or complex construction operations on a project.

Hold the pre-operational conference on-site just prior to the Contractor beginning work to discuss construction procedures, personnel, material and equipment to be used and other pertinent elements of the work. Those attending should include:

1. Contractor representatives: the project manager, the superintendent and other on-site supervisors and foremen in charge of the work.
2. ITD District representatives: the resident/regional engineer, the project coordinator, the project coordinator, the project inspector, and key inspection personnel. Attendance by representatives of Materials, Maintenance, Traffic, Environmental and the project designer(s), including consultants, should also be considered when warranted.

3. ITD Headquarters representatives: Bridge (whenever a structure is involved). Attendance by representatives of Construction and Materials should also be considered when warranted.

4. If the Contractor's key personnel change, or if the Contractor proposes a significant revision of the operations, an additional conference to discuss the changes should be held before any further work is performed.

This page left blank intentionally.

Section 108.04 does not exist

This page left blank intentionally.

Section 108.05 does not exist

108.06 DETERMINATION AND EXTENSION OF CONTRACT TIME

ITD-2242, Statement of Elapsed Time and Status of Work

The specifications for working day projects require an accounting of elapsed contract time be provided to the Contractor monthly. The ITD-2242, Statement of Elapsed Time and Status of Work, should be prepared for this purpose and may also be used for time accounting on a calendar day or fixed completion date project. The Contractor must sign the ITD-2242 and return it to the Engineer.

An ITD-2242 shall be completed for every month of the project beginning with the month containing the starting date as set in the Notice to Proceed or the month work is started, whichever represents the earliest date. When the entire project is suspended or being carried through a non-chargeable time period such as winter months, the ITD-2242 does not need to be completed, but the reason for no work must be noted. Where days are not charged, explain clearly in the space provided. (See Exhibit 108.06-1.)

Upon completion of the contract portion of a project and if work is remaining to be completed by state forces and/or local public agency forces, the Final Contract ITD-2242 must include a note concerning the status or planned completion of the non-contract part of work remaining to be done. When state or local forces accomplish the pending work, the final document – an ITD-1996, Final Inspection and Review of Final Estimate and Records, shall be completed.

Counting Time

Working Day is defined in Subsection 101.02 of the Standard Specifications.

Begin charging time against the project on the starting date stipulated in the Notice to Proceed letter sent to the Contractor or as established in the contract. If the Contractor elects to start prior to the date stated in the Notice to Proceed letter, no time is charged for this work. However, an ITD-2242 shall be submitted indicating the work has commenced.

The controlling operation(s) is work that must be completed to the extent that the next logical work step can begin. If work of this nature is delayed, completion of the project will be affected (i.e., the critical path on the CPM schedule). These controlling operation(s) may vary in type on different sections of a project. Sealing, seeding, or other seasonal work is not a controlling operation until all other work contemplated by the contract is complete.

Delay Conditions

As a general rule, time will not be charged when work is delayed for reasons not within the Contractor's control. Conditions that may be considered as not within the control of the Contractor and that may determine daytime count are:

- Seasonal load limits that prevent the contractor from moving in equipment necessary for the controlling item(s) of work. (The Resident/Regional Engineer should advise the Contractor of load limit practices in the area.)
- Strikes or lockouts that directly affect the project and that could not have been anticipated.
- Delays in shipment of material that are necessary to the controlling item(s) of work and that were not the fault of the Contractor or Supplier.

- Delays to the controlling item(s) of work caused by changes in plans or specifications by the department.
- Contract-required work that is controlled by seasonal limitations, i.e., seal coats and seeding.
- Court order halting work on the controlling item(s) if the order was not brought in through causes attributable to the Contractor.
- Contractor unable to proceed because of the acts of other Contractors not under control that Contractor's control, i.e., a bridge contractor cannot start until the grading contractor construct the abutment fill.
- Project site is not clear to proceed with controlling item(s), i.e., utilities have not been moved.
- Contractor directed to install unanticipated safety or erosion control items prior to a seasonal suspension. Time to do this work should not be charged.
- Other conditions that may be considered for not charging working day time against a project.

Substantially Complete

Whether the contract time is on a working day, calendar, or completion date basis, time will cease to be counted after the project is **substantially complete**. The fact that the project is substantially completed must be evidenced in writing by the Resident/Regional Engineer on the ITD-2242, Status of Work.

A project is substantially complete when it can be safely used or occupied for its intended purpose, even though some items of work remain uncompleted. Such uncompleted items may include, but are not limited to:

- Minor grading of slopes.
- Rock pickup.
- Material source cleanup.
- Test run on illumination.
- Maintenance of seal coat.
- Touch-up painting of structures.
- Removal of material and equipment used during construction.

Time count should be restarted if the Contractor does not diligently continue to bring the project to completion. The Contractor should be advised by "Avoid a Verbal Order" the date that time count will start.

When changes or extra work are to be performed after substantial completion, a method of time accounting to control the duration of the work will be specified in the Change Order.

In similar manner, liquidated damages shall be specified on the Change Order for work added after substantial completion. The liquidated damages associated with the Change Order work may be less than the liquidated damages stated in the contract, depending on the value of the added work. The amount of liquidated damages to be assessed for work added after substantial completion shall be in accordance with Section 5.12.2 of the Design manual.

Work Suspension and Resumption

Subsection 105.01 of the Standard Specifications, Authority of the Engineer and Suspension of Work, provide that the Resident/Regional Engineer has the authority to suspend work for the convenience of the state.

To document suspensions, resumptions, and status of work, the ITD-2242, shall be completed whenever it is deemed necessary to document the reason or suspend work as provided in the specifications. The reason for the shut done should be written in the space provided. The Contractor's superintendent should receipt a copy to use as evidence that the directive was received. The ITD-2242 can also be used if a starting date has been established at the beginning of a project, but weather conditions prevent the Contractor from starting at that time.

Prior to resuming work, the resumption portion of the form should be used to direct the Contractor to resume work. In setting the resumption date, consideration should be given to the time it will take the Contractor to mobilize the work and equipment force. On the resumption portion, give an accounting of time in the space provided. If the shutdown was due to failure of the Contractor to perform according to the contract, time will be charged during the suspension. If suspension was due to reasons beyond the Contractor's control, time will normally not be charged.

The ITD-2242 will be used to show commencement and completion. Where used for this purpose, the distribution should include the Materials Engineer and the Bridge Design Engineer on structure projects.

During winter suspensions, the ITD-2242 should be supplemented with a statement specifying what measures should be taken by the Contractor to protect the work in place during the suspension period. (See Standard Specifications, Subsection 107.11, Contractor's Responsibility for Work.)

Contract Time Extension

The specifications permit a Contractor to request an extension of time prior to the expiration of the contract time. Based on reasons given, the Construction Engineer may or may not grant this extension. The determination will often depend on the quality and quantity of documentation provided by department field personnel.

In no case can an extension of time be granted because the Contractor claims insufficient time was set up on the contract.

If it can be determined that work was delayed through no fault of the Contractor, and this fact is properly documented, an appropriate extension of time may be granted.

The following are situations that may be considered as reasons for granting an extension of time:

- Increase in contract quantities.
- Change orders that significantly increase the amount or complexity of the work. Change orders should individually reflect additional time adjustment.
- Unavoidable delays in delivery of materials (no fault of the Supplier).
- Material sources flooded.
- Seasonal load limits on highways that prevented moving essential equipment onto the project

- Unanticipated strikes and lockouts that affect the completion of the project.
- Abnormal weather conditions that delayed the project. Data from the weather bureau is needed to substantiate this reason.
- Delays in getting utilities cleared from the work area.
- Natural disasters such as floods.
- Any change in condition within the project area that delayed the project and that the Contractor could not possibly anticipated.

Requests for extension of time from the Contractor will be in writing and directed to the Resident/Regional Engineer. Extensions of time will be handled by change order (ITD-00400) and processed in the normal manner.

Exhibit 108.06-1

ITD-2242 8/99

STATEMENT OF ELAPSED TIME AND STATUS OF WORK

Date: _____

Contractor: _____

Project No.: _____ Final ☐
Location: _____
Contract No.: _____ Key No.: _____
Work Authority: _____ Report No.: _____

Type of Time: ☐ Working Days ☐ Calendar Days ☐ Fixed Completion Date

YOU ARE HEREBY NOTIFIED:

Contract Award Date: _____

WORK COMMENCED ON THIS PROJECT ON: _____ (Date) PERIOD OF TIME COVERED: _____ (Date) TO _____ (Date)

CONTRACT TIME ACCOUNTING:

Days Allowed (Contract)		
Day Adjustments (Change Order)		
Total Days Allowed		
Total Days Possible This Period		
Total Days Not Charged This Period		
Total Days Charged This Period		
Days Previously Charged		
Total Days Charged To Date		
Total Days Remaining		

Remarks and Explanations of Days Not Charged (Give Date, Hours Worked, Information Verifying Reasons, etc)

TO SUSPEND CONSTRUCTION OPERATIONS

Effective date of suspension (close of work) (Date)

Reason for suspension

Items of work suspended

TO RESUME CONSTRUCTION OPERATIONS WHICH WERE SUSPENDED: _____ (Date)

Effective date of resumption (Date)

Items of work resumed

WORK HAS BEEN SUBSTANTIALLY COMPLETED: _____ (Date)

WORK WAS COMPLETED: _____ (Date)

PERCENT COMPLETE _____

PERCENT TIME ELAPSED _____

_____
Resident Engineer

ACKNOWLEDGEMENT OF RECEIPT
(Return one signed copy to sender) **Date Received** _____

Contractor _____

Signature and title _____

If in disagreement state reasons: _____

cc: Public Info. Construction Matls. Engr Financial Services FHWA
Dist Engr. Res. Engr. Dist. Rec. Insp. Contractor (2 copies)

108.07 FAILURE TO COMPLETE ON TIME, LIQUIDATED DAMAGES, DISINCENTIVES

When a change order is initiated for a contract, time must be accounted for in the change. This is done through a schedule analysis. Also, events may occur on a project that requires the contract time to be adjusted. This is also justified through a schedule analysis. It is imperative the Engineer address time in a manner so the Contractor understands where contract time stands in reference to the contract completion date.

When the Engineer does not adjust contract time either for changes to the contract or events which affect contract time, it is imperative the Contractor follow Subsection 108.06, Determination and Extension of Contract Time, to provide notice and submit his request and analysis for a time adjustment to the contract.

Good communication and timely decisions are necessary so that the owner and Contractor have a complete and ongoing understanding of any and all issues regarding contract time. Whether using the ITD-2242, Statement of Elapsed Time and Status of Work, or some other method, the Contractor must know the Engineer's decision on time. When shown on the progress pay estimate, it definitely becomes clear.

When the contract time expires on working days, calendar days and completion date contracts, liquidated damages will be charged on a working day basis for those days required to complete the contract. (Standard Specification 108.07) The Engineer shall retain the amount of liquidated damages from subsequent progress payments.

For contracts which include an accelerating project completion clause (incentive/disincentive, or A + B), the Engineer shall retain the amount of disincentive from subsequent progress estimates.

For each of the issues described above, the Engineer shall immediately notify the Contractor that any liquidated damages and/or disincentives incurred will be retained from future progress estimates, and will commence immediately.

Change orders initiated after the project is substantially complete will clearly identify that any additional days provided by the change order will apply only to the work identified in the change order.

108.08 DEFAULT AND TERMINATION OF CONTRACT

Resident and/or District Engineers contemplating termination of construction contracts through default of the contract shall obtain the concurrence of the Construction Engineer prior to implementing the contract termination process.

108.09 TERMINATION FOR CONVENIENCE OF THE STATE

Resident and/or District Engineers contemplating termination of construction contracts for the convenience of the state shall obtain the concurrence of the Construction Engineer prior to implementing the contract termination process.