CONTRACT TIME

This section of the manual is intended to help you understand the administration of Contract Time as provided for in Mn/DOT Specifications 1806 Determination and Extension of Contract Time and 1807 Failure to Complete the Work on Time.

Definitions of the following terms should be reviewed in Specification 1103-DEFINITIONS before reviewing the following section.

Calendar Day
Contract Time
Specified Completion Date
Working Day

The time allowed for completion of all work required by the Contract will be stated in the Special Provisions and that time allotment will be known as the Contract Time. For reasons of public interest, it is essential that the work be prosecuted continuously and effectively, with the least possible delay, to the end that all work will be completed within the time period allowed.

Working Day Charges

This section is intended as a guide in charging working days in accordance with the standard specification. The special provisions and addenda frequently alter the provisions of the specifications, thus a careful review of the applicable special provisions should be made prior to making any working day charges.

Working day charges are assessed on both working day contracts and completion date contracts. Working day charges must also be accounted for on each intermediate completion date whether it is a working day or completion date contract.

It is important that the Project Engineer charge working days in an equitable manner based on the information available at the time of charges. This information determines the contract time and will be used to assess monetary damages if the contractor does not complete the required work within the allotted time on a working day contract. It is also necessary on completion date contracts, as the information will be required in justification of any time extensions that might be warranted.

By specification, the Contractor is given time to mobilize his forces when the Department fails to approve the contract in advance of the latest date specified for beginning contract operations. This is interpreted to mean that the contractor will be given eight calendar days following contract approval to move on the project and start working (Spec. 1806.1). Therefore, working day charges will start on the contract starting date or on the eighth calendar day following contract approval (if that day is a regular working day and if the contractor can work on a progress-controlling operation) whichever is the later. The date stamped on the Notice of Contract Approval by the

Office of Construction and Innovative Contracting will be used in determining the date to start working-day charges, with the exception that assessment of working day charges will be made for any work conducted prior to the Contract Starting Date when the operations in progress result in a traffic restriction. See Specification 1806.

Example:
Contract Starting Date: April 10, 1994
Contract Approval Date: April 14, 1994 (stamped on Notice of Contract Approval)
First day working days may be charged: April 22, 1994

At any specific time, the progress controlling operation is that particular work which must be wholly or partially completed before the next logical operation can be effectively carried out (1803). The contractor's bar chart or critical path schedule will show which operation, or operations, is controlling.

The controlling operation may change during various stages of construction and care should be taken to base working day charges on the actual controlling operation at that time. For example, on a combination grading and base, and surfacing contract, it might be necessary to do some clearing and grubbing or install certain culverts before grading operations could be started. The preliminary work would be considered the controlling operation until this work had advanced to a stage where a continuous grading operation was possible. At the time the grading advances to a point where it is feasible to begin a continuous base operation base becomes the controlling operation. When the base construction is sufficiently advanced, the controlling operation would probably be changed to surfacing.

One working day must be charged on each day the Project Engineer determines that the contractor could have worked effectively on the progress-controlling operation for at least eight hours. If the special provisions require work schedules of other than eight hours per day, daily charges will be based on the daily work schedule required by the special provisions, not the hours scheduled by the contractor or 8 hours as provided in the standard specifications.

Working Day charges will be determined on the basis of the Contractor's ability to effectively prosecute the progress-controlling operations, in consideration of the Avoidable and Unavoidable delay provisions. Working Day assessments will be as follows:

(1) One whole day for each Working Day during which work on the progress-controlling operations can be effectively prosecuted during 8 or more hours of the Contractor's daily work schedule.

(2) A fractional day:
  (a) When work on the progress-controlling operations can be effectively prosecuted for at least 2 hours but less than 8 hours of the daily work schedule;

(b) When conditions beyond the control of the Contractor and unknown to him at the time of bidding make it impossible to prosecute work on the progress-controlling operations with full efficiency for at least 8 hours of the daily work schedule;
(c) When work can be prosecuted on one or more but not all of the progress controlled operations.

(3) No charge will be made:
(a) When work on the progress-controlling operations cannot be effectively prosecuted for at least 2 hours of the daily work schedule;
(b) On Saturdays, Sundays and legal Holidays;
(c) During the inclusive period from November 15 through April 15; except as stated in 1806.1;
(d) During periods of authorized work suspension, except when suspension is ordered for reasons of fault or negligence on the part of the Contractor.

From Specification 1806.1 (a c); Standard Specifications, Working Day charged are seen to be based upon an eight (8) hour workday. Therefore, regardless of the contractor's actual work schedule said charges should conform to the following table:

Hours Worked (At full efficiency)	Decimal-part of 8 Hr. Work Day	Correct W.D. Charge
8	1.00	1.00
7	0.875	0.9
6	0.75	0.8
5	0.625	0.6
4	0.50	0.5
3	0.375	0.4
2	0.25	0.2
1	0.125	0.0

Note that exact splits are rounded-off to the closest "even" unit (i.e., 0.75 = 0.8, 0. 25 = 0. 2).

Note also that there will be no charge when the "work cannot be effectively prosecuted for at least 2 hours of the normal working schedule". Thus, the Contractor may work 3 hours and experience a 50% delay while performing this work and the resultant working day charge would be 0.0. Likewise, the Contractor may work 9 hours and experience an 80 % delay and the correct charge would be 0. 0 since the actual productive working time would be 1.8 hours, or less than 2 hours of the normal working schedule.

The Working Day charge should be determined by the number of hours the contractor can effectively prosecute work, either actual or theoretical, on the controlling operation (See Mn/DOT 1806). If the effective hours worked are 8

hours or more, the W. D. charge must be 1.0. Example - Contractor worked 16 hours at 50 % efficiency; he theoretically worked effectively 8 hours, therefore the W.D. charge is 1.0.

The "Hours Worked" column is simple history - the Project Engineer or an authorized representative records the actual hours worked, disregarding efficiency or the Contractor's work schedule.

The "Hours Delayed" column must take into account the Contractor's schedule and his efficiency - the hours delayed must be recorded as the hours lost (either actual or theoretical) from the Contractor's schedule. The lost hours are either avoidable or unavoidable or both, and are recorded in the appropriate column for each day.

If the above procedure is followed, one of two conditions will result and will determine the procedure for establishing the effective hours worked.

Condition 1: The sum of the actual hours worked plus the avoidable hours delayed equal or exceed the Contractor's daily schedule.

In this case, subtract the unavoidable hours delayed from the sum of the actual hours worked and the avoidable delays to establish the effective hours worked. The working day charge is then determined based on 8 hours per working day.

Condition 2: The sum of the actual hours worked plus the avoidable hours delayed are less than the Contractor's daily schedule.

In this case, subtract the unavoidable hours delayed from the Contractor's daily schedule to establish the effective hours worked. The working day charge is then determined based on 8 hours per working day.

It is vital that a day-by-day explanation is given on the Summary of Construction Diary for each day any delay occurs.

Weekly Construction Diary and Statement of Working Days

A Weekly Construction Diary and Statement of Working Days must be submitted on all projects since this is the only record of working day charges. The Weekly Construction Diary and Statement of Working Days may be in handwritten form provided it is legible and all copies are readable. It will not be necessary to submit Weekly Construction Diary and Statement of Working Days on a weekly basis. However, one copy of the Weekly Construction Diary and Statement of Working Days will be submitted to the Office of Construction and Innovative Contracting with the “Final Contract Time Files”. (See section 5-591.510 Final Documentation Submittal / Assembly of Final Packet)

Weekly Construction Diary Forms and Statement of Working Days Forms can be computer generated and printed via the field computer application. The Engineer will furnish the Contractor with a Weekly Construction Diary and Statement of Working Days. The only instances when it will not be necessary to furnish these reports to the Contractor will be:

a. During authorized suspensions of work for which a Change in Contract Construction Status form has been submitted.

b. During ordered suspensions of work provided the ordered suspension is for reasons beyond the control of the contractor, no working days are being charged and a Change in Contract Construction Status form has been completed.

c. When liquidated damages have been waived and all work except vegetation maintenance has been completed and providing a Change in Contract Construction Status form has been completed showing the projected expiration date of the maintenance period.

d. When the contract provides that all work except maintenance and cleanup be completed by the completion date and a Change in Contract Construction Status form has been completed showing the semi-final completion date and the only work remaining is vegetation maintenance, for which the projected maintenance period expiration date is shown, and/or when waiting for warranty time to expire.

e. Projects that utilize 1803.1 CPM Special Provisions and their accompanying modifications to Special Provisions 1804,1806, and 1807 will not be required to submit a Weekly Diary or Statement of Working Days to the contractor, nor be required as part of the final package. It is still advisable to maintain project records documenting conditions that affect work in a Daily Diary or Daily Report.

In cases "c" and "d" above, a final diary covering the work performed during the maintenance or warranty period must be completed in conjunction with the final status report.

Change in Contract Construction Status

The Change in Contract Construction Status form is used to report the status of an entire construction project as well as the critical parts. A new variation of this form is generated by the field computer application. The old form is available on the Mn/DOT Website http://www.dot.state.mn.us/const/tools/documents/constatus_000.doc.

The form must also be prepared for similar changes in status for each intermediate completion date portion covered by the special provisions. When a change in status occurs in the entire contract, and/or one or more intermediate portions, on the same

date, these changes can be reported on the same report provided all portions being reported are noted in the appropriate spaces.

Change in Construction Status Definitions:

- Date Notice to Start Work – date Contractor is given notice to start work, not used very often.
- Date Work Started - the first day the contractor or an authorized subcontractor performed any work, except moving-in. Do not report the contract starting date as given in the proposal unless the work actually started on that date.
- Date Suspended / Date Resumed – include date of suspension or resumption and state the reason for the suspension/resumption and whether requested by the contractor or ordered by the Project Engineer. Any other information that may be necessary to clarify the report should be given here. If a suspension is involved and the probable resumption date is known it should be included.
- Date Opened to Traffic - the date the entire project is opened to traffic. This date is not necessarily the same date reported in Liquidated Damages Waived
- Liquidated Damages Waived - the date after which the Project Engineer is waiving liquidated damages because the work on the project is substantially complete and in condition for the safe and convenient use of traffic, or is available for the next stage construction without restriction.
- Semi-final Completion Date - the date on which all work, except that which is exempted in the contract time section of the special provisions, has been completed. If the Special Provisions don't exempt any work (i.e. maintenance and final cleanup) no Semi-final completion date can be declared.
- Final Completion Date - the date on which all construction and maintenance obligations of the contractor have been fulfilled. The final status report cannot be submitted until this date.

When a change occurs in the construction status of any Intermediate Completion Portion, Bridge or PCO, identify what is changing by filling in the appropriate information.

- Include Special Provision # (i.e. S-27.3) that states the work conditions for this Intermediate Completion Portion. List the Special Provision # and any addenda that may amend the Special Provision.
- Bridge # - the Bridge # affected by the recorded change
- Start Date – the date that the work of the Intermediate Completion Portion, the Bridge or the PCO begins.
- Suspended Date – the date that the work of the Intermediate Completion Portion, the Bridge or the PCO is suspended. The reason for suspension **must** be recorded in the REMARKS.
- Date Resumed - the date that the work of the Intermediate Completion Portion, the Bridge or the PCO is resumed. The reason for the resumption **must** be recorded in the REMARKS.
- Date Opened to Traffic - is the date that the work of the Intermediate Completion Portion, the Bridge or the PCO is the date that the work of the Intermediate

Completion Portion, the Bridge or the PCO is opened, or available to be opened to traffic.

- Date Completed - is the date that the work of the Intermediate Completion Portion, the Bridge or the PCO is the date that the work of the Intermediate Completion Portion, the Bridge or the PCO is completed.

At the time of Change in Status, submit form to the following specialty offices for reason(s) listed:

Mn/DOT Utilities Section: report utility construction or relocation, when covered by a utility agreement.

District R/W Engineer: submit one copy of the Change in Construction Status for the actual start date, and for when Project is Open to Traffic.

Submit one copy to the Contractor at time of each Status change.

Reports that correct a previous report should be marked REVISED REPORT in the upper right comer, with revisions explained in Remarks section.

Enter on the Status Report the date after which the Project Engineer is waiving Liquidated Damages because the work on the project is substantially completed and is at a point that it is in condition for the safe and convenient use by the traveling public, or is available for next-stage construction.

For the FINAL report, show all dates on which the status changed, thereby providing a rapid chronological resume of the Contract. The field computer application will generate a completed Final Contract Date Log.

As part of the Finals packet, submit one copy of each status report to the Office of Construction and Innovative Contracting with the “Final Contract Time Files”. (See section 5-591.500 Final Documentation Submittal / Assembly of Final Packet)

Revision of Working Day Memo

The specifications provide that in the event the Contractor fails to agree with the number of working days accounted for during the period covered by the statement, the Contractor shall so indicate in writing to the Project Engineer, showing specifically where the Contractor disagrees, and state the reasons for such disagreement. The Contractor may do so by indicating the items in disagreement, along with the reason on his copy of the working day statements, and returning it to the engineer. If the Project Engineer and the contractor fail to reach an agreement on any statement of working days, the Project Engineer shall refer the statement in question to the Assistant District Engineer-Construction for review.

A review of working day charges is permissible only in the event that conditions, unforeseen at the time certain working day charges were made, controlled the progress and completion of the entire project.

When the Project Engineer feels a revision is justified to a previously completed Statement of Working Days, a memo must be completed setting forth in detail the reasons that justify said revision, citing the date(s) in question and showing the effect of the revisions of the Total Working Days Charged to Date.

The first Weekly Construction Diary completed subsequent to the approval of the revision memo should show the revised Total Working Days Previously Remaining in the Working Day Summary portion of the Weekly Construction Diary. For a sample Revision of Working Day Charges see Sample **"C" & C-1"** at the end of this section.

Contract Time Extensions

The specifications provide that contract time extension may be allowed under certain conditions. The granting of additional contract time is limited to the performance of extra work or increased quantities of work. When a Supplemental Agreement is written authorizing additional or increased quantities of work, additional contract time may be provided for (or no working days charged for the work) in the Supplemental Agreement. **Work Orders for Minor Extra Work may not be used for the sole purpose of adding working days to contract time or to extend completion dates**.

When a contract has overrun the contract time, additional contract time may be granted based on item overruns of contract items (see "WORKING DAY CONTRACTS" below) and/or, on an overrun in the final contract dollar value.

An automatic extension of time is granted based on an overrun of the final contract dollar value. It is processed in a similar manner for both working day and completion date contracts unless precluded by the Special Provisions for completion date contracts. This type of time extension is generally only applicable if, after allowing for previously granted time extensions, the contract time still overruns. It is computed by dividing the difference between the final contract dollar value and the original contract dollar value by the original contract dollar value.

$$\frac{\text{Final Contract \$ Value - Original Contract \$ Value}}{\text{Original Contract \$ Value}} = \text{Time Extension Adjustment Factor}$$

The original contract time in working days or on completion day contracts in calendar days or the number of working days (Monday through Friday) during the completion date period is multiplied by this factor to obtain the time extension. If the completion date contract time extension is done using calendar days the result will be in calendar days which are used seven days per week. If the completion date contract is done using working days during the completion date period the time extension will be in workable days which are used the same as working days.

If however, a previous time extension has been given, the final contract dollar value will be adjusted to reflect this. Excluding or deducting from the final contract dollar value the following determines the "adjusted" final contract dollar value:

1. The value of any Supplemental Agreement(s) and Change Orders that either provide time for, or do not charge workings days for the included work, and/or

2. The final value of item overruns for which no working days are charged or for which a separate time extension is given. The "adjusted" original contract dollar value is determined in a similar manner except the original value of item overruns is deducted. The formula then becomes:

$$\frac{\text{("adjusted" final contract \$ value)} - \text{("adjusted" original contract \$ value)}}{\text{"adjusted" original contract \$ value}} = \text{Time Extension Adjustment Factor}$$

a. **Working Day Contracts**

The only time extension situation not covered by the charging of workdays is for overruns of contract Items that at some time during the construction operations constituted the progress-controlling operation. An extension of time recommendation based on an item overrun must include a tabulation of the days worked on the item or items (when the progress-controlling operations involved several items). This tabulation must include every calendar day that work was performed on the item, including Saturdays, Sundays and holidays in order to determine average daily production. In computing average daily production, time is based on the scheduled hours of work for the particular item. In no case can more than one (1.0) day of production be credited for each calendar day worked. The item overrun extension should be processed in a change order as this informs all interested persons of the change, and this single document eliminates the writing of several letters.

See sample **"D"** extension of Time based on item overrun at the end of the Contract Time section.

b. **Completion Date Contracts**

When computing Completion Date and Intermediate Completion Date time extensions, the following guidelines will generally be followed, however, for unique situations the Project Engineer is advised to contact the Office of Construction and Innovative Contracting.

Time extensions may be granted for reasons beyond the control of the contractor. In addition to the contract value overrun extension previously

described, the Project Engineer may grant time extensions for item overruns in the same manner as for working day contracts, as well as other delays which are accounted for in working day charges on working day contracts. All extensions of time for completion date contracts will result in an extension in workable days and will require the Project Engineer's letter of recommendation. In addition, each time extension recommendation will usually include two tabulations.

The first tabulation, Delays During the Contract Period, is concerned only with those delays which occurred prior to the contract completion date. The tabulation should show only those workdays on which a delay occurred. This must coincide with the delays listed in the Weekly Construction Diary and Statement of Working Days. (See Sample **"E"** tabulation of Delays During the Contract Period end of Contract Time section).

The second tabulation, Workable Days Chargeable After the Contract Period lists all hours worked after the Contract Completion Date. The time period covered by this tabulation is from the day following the contract completion date to the semi-final completion date, actual completion date, or through the waiver of liquidated damages date whichever is earliest. (For a sample tabulation of Workable Days Chargeable After the Contract Period see Sample **"F"** at the end of Contract Time section.)

The tabulation of "Delays During the Contract Period" is a measure of the additional time that the Contractor is entitled, and the tabulation of "Workable Days Chargeable After the Contract Period" indicates the date to which the contract may be extended.

The tabulations are prepared as follows:

1. **Date.** Tabulate only those workdays on which a delay occurred for the delay tabulation and every work day after the contract completion date for the tabulation of workable days chargeable.

2. **Progress-controlling Operation/Hours Worked.** These columns are completed from data as shown on the Weekly Construction Diary.

3. **Weather Delays.** Tabulate all weather delays shown on the Weekly Construction Diary. Twenty-three (23) percent of the total work days in the contract that is considered the normal loss due to weather, is deducted from the total days lost due to weather to determine the time extension for weather delays.

4. **Other Delays.** All delays, which are not either avoidable or attributed to weather, will fall into the "Other" category. Note that holidays are not considered delays.

5. **Avoidable delays are those delays caused by conditions within the Contractor's control.** Avoidable delays are subtracted from any extension of time the Contractor would otherwise be granted, except for extensions based on final contract value overruns, item overruns, ordered suspension found to be unavoidable on the part of the Contractor, and late approval of the contract, which, for this purpose must be examined in two parts. The actual delay in notice is not subject to the subtraction of avoidable delays, while the time allowed for mobilization of forces and equipment following late notice of approval is subject to the subtraction of avoidable delays.

6. **Workable Days Chargeable.** This column indicates the probable working day charge for the day in question, as shown on the Statement of Working Days. Workable days are used the same as working days.

Liquidated Damages

The contractor is required to complete contract work in the time period provided by the contract. A charge called "liquidated damages" is assessed the contractor, according to the specifications or special provisions, for the excess time period used to complete the contract work.

The specifications provided that time extensions will be made for certain conditions over which the contractor has no control and, before any liquidated damages can be assessed, the full time extension must be computed and added to the contract time.

Every calendar day from the calculated extended completion date until the work is completed to the required extent called for in the specifications or provisions, liquidated damages shall be assessed.

When the Contractor has expended all working days as provided in Specification 1806, the Engineer will assess any Liquidated Damages on the Final Voucher. The amount will be as provided in Specification 1807 unless superseded by the Special Provisions for the contract.

HOW TO ASSESS LIQUIDATED DAMAGES ON THE FINAL VOUCHER
The field computer application will give the Engineer the ability to separately assess Liquidated Damages without increasing the total "Value of Work Certified" on the Final Voucher.

Weekly Construction Diaries

Weekly Construction Diary forms can be generated by the field computer application, and are the most desirable format to use. However, various computer generated Weekly Construction Diary forms that have been created in individual District Offices may also be used. The various versions may have some slight variations in layout. Any forms so created and now in use, have been reviewed by OCIC and are considered acceptable. All such forms may be used until such time a standard form may be created and implemented by OCIC. (See Sample **"A" & "A-1"** Weekly Construction Diary & Statement of Working Days at the end of this section).

All Weekly Construction Diary forms selected for use by the Engineer will be subject to the following definitions:

Project Information:
The type of contract, number of working days or completion date and information on intermediate completion times are to be reported as found in the special provisions of the contract.

Contract Start Date**:**
The Contract Starting Date is the latest date on which the contractor can start work as provided by the specifications and special provisions. This is the first date the Project Engineer must charge working day assessments unless work started prior to the Contract Starting Date result in traffic restrictions.

Actual Starting Date:
The actual starting date is the first day any work is performed on the project. It is also the date reported on the notice of Change in Contract Construction Status form.

Progress Controlling Operations of Major Types of Work:
The Progress Controlling Operation (PCO) is the major work and controlling operation during the week covered by the report. This will change during the term of the contract. When the contractor's schedule and work force varies during the week enter the minimum and maximum number of hours and men scheduled for each operation reported. This information is intended as a guide in determining the workdays and the contractor's efforts; therefore, reasonable estimates should be used rather than detailed extractions from the contractor's payrolls.

Weather Conditions:
Weather conditions reported should be as factual as possible and all conditions that might affect progress on the project should be reported. For example, wind or humidity conditions may be affecting the rate of drying. Weather conditions

such as temperature or amount of rainfall taken from newspapers, radio and television reports do not necessarily reflect weather conditions on the job site.

Hours Worked:
The hours worked column is used to report the hours actually worked on each of the operations for that week. Designate the Progress Controlling Operation(s) for each day.

Hours Delayed
The hours delayed column is used to report delays in the progress of the operations by recording the difference between the hours worked and the hours scheduled for each operation.

Avoidable Delays (A) & Unavoidable Delays (U)
Delays are classified as Avoidable (A) if they are due to the Contractor's negligence and can be avoided. Or, Unavoidable (U) if the delays are through no fault of the contractor.

Holiday charges:
No working days are charged on legal holidays of the State regardless of whether the contractor works or not. As this is neither an avoidable nor an unavoidable delay the 0.0 workday charge is explained by placing the word "HOLIDAY" in the hours delayed line for that day.

Recording Working Days:
One working day or a fraction thereof is recorded for each day the Contractor is able to work on the controlling operations within the limits of the specifications and special provisions.

Remarks and Daily Explanations:
Summarize the weekly accomplishments, problem areas and overall progress of the work. Report, as they occur, all pertinent dates such as suspension and resumption dates, date liquidated damages started, dates of major traffic changes, date liquidated damages are waived and pertinent completion dates. Finally, report any revisions of the number of working days as a result of Supplemental Agreements, Change Orders and correction of working day charges as these changes occur.

Working Day Summary
Enter "Total Working Days Charged This Week" and subtract these figures from "Total Working Days Previously Remaining" to obtain the "Total Working Days Remaining to Complete Work". This portion of the form need not be completed for completion date contracts.

Contractors and Subcontractors Who Worked This Week:
To complete this section, list the firm names of the prime contractor and all authorized sub-contractors who worked during the reporting period.

Daily Comments and Explanation of Delays:
In this portion, the Project Engineer or an authorized representative should make remarks covering the overall progress of the work. Any inadequacies in the contractor's forces or equipment, proposed plan changes, and any, other than routine, instructions given to authorized representatives of the contractor, should be reported. Following this general summary, comments should be made showing the location where major operations were performed, together with any other pertinent information relative to other than ordinary construction procedures or methods used in performing the work. This section is also to be used to explain any delays, both authorized and unauthorized, which have been reported earlier in the report. When bridge construction is a part of the contract, brief comments on the status of the work should be included. A statement that all work except maintenance of vegetation has been completed should be included when applicable. If more room is needed, use a plain sheet of paper and attach it to the report.

Sample "A" Weekly Construction Diary & Statement of Working Days

Mn/DOT TP-02120-02 (10/96) MINNESOTA DEPARTMENT OF TRANSPORTATION

WEEKLY CONSTRUCTION DIARY AND STATEMENT OF WORKING DAYS

REPORT NO. 25 FOR THE WEEK ENDING SATURDAY 08/11/2002 180 Working Day

PROJECT INFORMATION
(LOW) S.P. NO.: 0000-0000
CONTRACT NO.: S01294
T.H. NO.TH 56
FED. PROJ. NO.: STATE FUNDS
CONTRACTOR: REEMER CONSTRUCTION
PROJ. ENGR.: JOSEPH JOHNSON
CHIEF INSPECTOR:
TYPE OF WORK:
GRADING, GRAVEL BASE, PLANT MIXED BITUMINOUS A BRIDGE 0001
LOCATION:
E. JCT. T. H. 200 TO N. JCT. T. H. 135

CONTRACTORS AND SUBCONTRACTORS WHO WORKED THIS WEEK	
DENNY'S CONSTRUCTION	G. GASTON CO.

	PROGRESS CONTROLLING OPERATIONS OR MAJOR TYPES OF WORK	HOURS SCHEDULED
1	COMMON EXCAVATION	10
2	SWAMP EXCAVATION	10
3	BRIDGE	10

			TEMP		HOURS WORKED			HOURS DELAYED					WORK DAYS	
DAY	DATE	WEATHER CONDITIONS	HI	LOW	(1)	(2)	(3)	Av (1)	Un	Av (2)	Un	Av (3) Un	CHRD	PCO
SUN	08/05/2002	CLOUDY	72	60	S								0.0	
MON	08/06/2002	PARTLY CLOUDY	75	61	M	10.0	10.0		10.0				0.0	1
TUE	08/07/2002	PARTLY CLOUDY	73	65	T	6.0	10.0	8.0		7.0		2.0	0.4	1
WED	08/08/2002	CLEAR	79	62	W	10.0	10.0	8.0				2.0	1.0	1
THU	08/09/2002	RAIN	77	64	T	8.0	10.0	8.0		10.0		10.0 2.0	0.0	1
FRI	08/10/2002	CLOUDY RAIN	77	64	F	6.0				10.0			0.0	1
SAT	08/11/2002				S								0.0	

CONTRACT AS A WHOLE (EXPLANATION OF DELAYS AND REMARKS)

WORKING ON EMBANKMENT CONSTRUCTION STATION 100 TO 172. MUCK EXCAVATION FROM STATION 145 TO 150. BRIDGE CONSTRUCTION: COMPLETED PIER 1.

Signed Joesegh Johnson

Title Proj. Engineer

WORKING DAY SUMMARY:	
Previous Working Days Remaining	180.0
Working Days Charged This Week	1.4
Total Working Days Remaining	178.6

Distribution: 2 Contract Administration
1 Contractor
1 PE / ADE

See Contract Administration Manual 5-591.340 Series for Instructions Relative to the Preparation of This Report

Sample"A-1" Weekly Construction Diary & Statement of Working Days (Cont)

WEEKLY CONSTRUCTION DIARY AND STATEMENT OF WORKING DAYS

REPORT NO. 25 S.P. NO. 0000-0000 FOR THE WEEK ENDING SATURDAY 08/11/2002

DAILY REMARKS AND COMMENTS

Sunday 08/05/2002

Monday 08/06/2002
PCO IS COMMON EXCAVATION. U-DELAYS TO WEEKEND RAINS CAUSING WET CONDITIONS. WORKED ON SWAMP EXCAVATION AND FORMING PIER 1.

Tuesday 08/07/2002
PCO IS COMMON EXCAVATION. CONTRACTOR WORKED ON COMMON EXCAVATION 6 HOURS AT 50% EFFICIENCY DUE TO WET CONDITIONS. 4 HOURS U-DELAY DUE TO RAIN SHUT DOWN WORK. EXCAVATION FROM STA. 100+000 TO 108+000. MUCK EXCAVATION AT STA. 145 TO 146. BRIDGE - FORMING PIER 1.

Wednesday 08/08/2002
PCO IS COMMON EXCAVATION. CONTINUED COMMON AND SWAMP EXCAVATION. BR. - FORMING PIER 1.

Thursday 08/09/2002
PCO IS COMMON EXCAVATION. CONTINUED COMMON AND SWAMP EXCAVATION AT 0% EFFICIENCY. NO WORKING DAY CHARGED DUE TO RAIN.

Friday 08/10/2002
PCO IS COMMON EXCAVATION. CONTRACTOR CONTINUED COMMON EXCAVATION TO STA. 175. WORKED 6 HOURS AT 0% EFFICIENCY DUE TO WET CONDITIONS AND SHUT DOWN DUE TO RAIN. NO OTHER WORK PERFORMED DUE TO RAIN.

Saturday 08/11/2002

What the **Controlling PCO** is for each day has to be designated either on the diary or in the daily remarks and comments.

EXAMPLE : Method of computing working day charge on Tuesday 8/7/02

Contractor Schedule			10 hours
Worked			6 hours
U-delay			4 hours (Shut down delay)
U-delay	50% X 6 hours	=	3 hours (Efficiency delay)
U-delay Total 4 + 3		=	7 hours

The **hours worked** plus the **hours avoidable** are less than the Contractors schedule (6 + 0) is less than the Contractors schedule of 10 hours making this Condition 2 (See Construction Manual Page TIME-5 and TIME-6)

10-7 = 0.4 Working Day Charge (See Construction Manual Page TIME-4)
8

Sample "B" Change in Construction Status Report

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

CHANGE IN CONTRACT CONSTRUCTION STATUS
CONTRACTOR NOTIFICATION

Low SP Number: 1905-30 Contract Number: S07019 Engineer/ Supervisor: Dennis Springer
Contractor: Plucky's Road Repair Phone: (651) Ext:
Mn/DOT District: M
Chief Inspector:

Amount of Contract: $1,329,216.77 Date Approved: 03/15/07

Class of Work: MICRO-SURFACING

Location: TH 52, FROM 1093 FEET NORTH OF CORD 86 TO 1753 FEET NORTH OF CORD 42

This serves as notification of a Change in this Project's Construction Status.

Area of Project Affected: **Contract as a Whole**

Contract Event: **Suspension** Date: 08/13/07

Reason: Spec. 1501

Comments: Road needed for detour due to weather related washouts on other routes - public interest/safety.

Project Engineer/ Supervisor: _____
Signature

Sample "C" Revision of Working Day Charges Memo

Department: District # / Office Location — STATE OF MINNESOTA **Office Memorandum**

TO: Joel Williams — Date: _____
Contract Administration Engineer
Office of Construction & Innovative Contracting

From: Name — Phone: _____
Project Engineer

Subject: S.P._____
Contract # _____
Revision of Working Days

The Engineer has determined that the original working day charges did not allow sufficient credit, through reduced charges, for the time the contractor was delayed by the necessity to reorder water main parts on the above referenced project.

The pertinent dates and data relative to this contract are as follows:

Contractor: _____

04-26-2002	Approval Date
05-02-2002	Contract Start Date
05-03-2002	Actual Start Date
100 WD	Contract Completion Date
11-25-2002	Semi-Final Completion Date
12-02-2002	Final Completion Date

Because the inplace water main was of a different diameter than shown on the plans, the Contractor had to reorder some fittings. This delayed the Contractor 4.1 Working Days by holding up the grading operations while the water main was being installed. At the time of bidding, the Contractor scheduled the water main work to be complete before the grading would have been held up in the area in question. During the time the water main work was delaying the grading operation, the Progress Controlling Operation was erroneously attributed to the water main work as documented by the Weekly Construction Diaries.

Based on the above facts, the following revisions to the original working day charges are recommended:

Page 1 of 2

Sample "C-1" Revision of Working Day Charges Memo, (cont.)

Tabulation of Revised Working Day Charges

Note: Only days on which the original charges are to be revised are shown.

Date	Progress Controlling Operation	Hours Worked On PCO	Total Hours Worked	Original Charge	Revised Charge	Remarks
05/22/02	Grading	0	10	1.0	0.0	Worked on Water Main
05/23/02	Grading	0	10	1.0	0.0	Worked on Water Main
05/24/02	Grading	0	10	1.0	0.0	Worked on Water Main
05/27/02	Grading	0	5	0.6	0.0	Rain
05/28/02	Grading	0	10	1.0	0.5	Completed Water Main at noon.
Totals				4.6	0.5	

Total reduction of Working Day Charges: 4.6 – 0.5 = -4.1

Weekly Summary of Working Days should be revised as tabulated above on Report numbers 4 and 5.

cc: Contractor
Office of Construction & Contract Administration / Time Section
District Engineer
Project File

Page 2 of 2

Sample "D" Extension of Time Based on Item Overrun

SP _____ Date: _____
Contract # _____
Documentation for Change Order ___*

Calculation of extension of time on the basis of the combined overrun of bituminous resurfacing items:

Final Quantity of Bituminous Mixtures	36,467 Tons
Planned Quantity of Bituminous Mixtures	34,051 Tons
Overruns of Bituminous Mixtues	2,416 Tons

Number of days worked on bituminous resurfacing = 20.9 (see below)
Average Production = 36467 tons = 1744.8 Ton/Day
20.9 days

Extension of time allowable = ton overrun/average production =
2,416 = 1.38 or 1.4 Workable days extension of Time allowable
1,744.8

Number of days worked on bituminous resurfacing as shown by the Weekly Construction Diaries & Statement of working Days.

DAY	DATE	HOURS SCHED	HOURS WORKED	DAYS WORKED
W	9-2-98	10	5	0.5
W	9-9-98	9	5 1/2	0.6
TH	9-10-98	9	9	1.0
F	9-11-98	9	9	1.0
M	9-14-98	9	3	0.3
W	9-16-98	9	8	0.9
F	9-18-98	9	9	1.0
M	9-21-98	9	6	0.7
T	9-22-98	9	8	0.9
W	9-23-98	9	4 ½	0.5
F	9-25-98	9	1	0.1
M	9-28-98	9	9	1.0
T	9-29-98	9	9	1.0
M	10-5-98	8	6 ½	0.8
M	10-12-98	8	5 1/2	0.7
T	10-13-98	8	6 ½	0.8
W	10-14-98	8	7	0.9
TH	10-15-98	8	7	0.9
F	10-16-98	8	7	0.9
M	10-19-98	8	8	1.0
TH	10-22-98	8	6	0.8
M	10-26-98	8	5	0.6
W	10-28-98	8	6 ½	0.8
TH	10-29-98	8	8	1.0
TH	11-5-98	8	8	1.0
F	11-6-98	8	8	1.0
S	11-7-98	8	1 ½	0.2

TOTAL DAYS ON BITUMINOUS RESURFACING = 20.9

* Change Orders are no longer required but are an excellent documentation tool.

Sample "E" Delays During the Contract Period

DELAYS DURING THE CONTRACT PERIOD S.P._____

From the CONTRACT STARTING DATE = June 4, 2001 to the CONTRACT COMPLETION = June 7, 2002

DATE	PROGRESS CONTROLLING OPERATION	HOURS WORKED ON C.O.	TOTAL HOURS WORKED	DELAYS – IN WORK DAYS			EXPLANATION OF DELAYS
				WEATHER	OTHER	AVOIDABLE	
6-4-01	Grading	0	0		1.0		Late approval of Contract
6-5	"	0	0		1.0		" " " "
6-6	"	0	0		1.0		" " " "
6-7	"	0	0		1.0		NOTICE OF APPROV.DATE
6-8	"	0	0		1.0		10 Calendar Days allowed for mobilization of forces
6-11	"	0	0		1.0		
6-12	"	0	0		1.0		
6-13	"	0	0		1.0		
6-14	"	0	0		1.0		
6-15	"	0	0		1.0		
6-18	"	0	0			1.0	Contractor not on Project
6-19	"	0	0			1.0	" " " "
6-20	"	0	0			1.0	" " " "
6-21	"	0	0			1.0	" " " "
6-22	"	0	0			1.0	" " " "
7-18-01	"	0	8	1.0			Rain – Too Wet to Work
7-19	"	4	8	1.0			Rain AM – Too Wet PM
7-20	"	8	8	1.0			Drying Grade – 0% eff.
7-23	"	8	12	0.5			Drying Grade – 50% eff.
8-21-01	"	0	0	1.0			Rain all Day – No Work
8-22	"	8	8	0.7			Drying Grade – 30% eff.
10-1-01	Base	8	8	0.5			Rain over Weekend – 50% efficiency
10-2	"	0	4	1.0			Drizzle – no base work
10-3	"	8	8	0.3			Wet conditions – 70% eff.
11-12-01	"	0	0			1.0	Contractor not on Project
11-13	"	0	0			1.0	" " " "
11-19	Bituminous	0	8		1.0		Strike by Operators
11-20	"	0	8		1.0		" " "
11-21	"	0	0		1.0		" " "
11-30	"	0	0	1.0			Rain all day
SUSPENDED 11-15-2001 AND RESUMED 05-06-2002							
5-14-02	Lighting	0	8		1.0		Promised delivery date of Light Standards (1)
5-15	"	0	8		1.0		" " " "
5-16	"	0	8		1.0		" " " "
5-17	"	0	8		1.0		" " " "
5-20	"	0	8		1.0		" " " "
5-21	"	4	8		0.5		Stds. Delivered at noon
5-28	"	0	0	1.0			Thundershowers
5-29	"	0	0	1.0			Extreme wet conditions
				9.0 (2)	15.5	7.0	

(1) Supplier was unable to meet promised delivery date for reasons beyond his control.

(2) Normal weather –loss expectancy (23% of the 149 Work Days in the contract period, excluding authorized suspensions) = 34 work days, therefore, no extension of time is allowable for delays caused by inclement weather.

Sample "F" Workable Days Chargeable After the Contract Period

WORKABLE DAYS CHARGEABLE AFTER THE CONTRACT PERIOD

S.P._____

From the day following the CONTRACT COMPETION DATE OF June 7, 2002 through the WAIVER DATE of July 23, 2002

DATE	PROGRESS CONTROLLING OPERATION	HOURS WORKED ON C.O.	TOTAL HOURS WORKED	WORKABLE DAYS CHARGEABLE	EXPLANATION OF DELAYS
6-10-02	Lighting	8	8	1.0	
6-11	"	8	8	1.0	
6-12	"	8	8	1.0	
6-13	"	4	4	0.5	Rain in PM – Too wet to work
6-14	"	8	8	1.0	
6-17	"	8	9	1.0	
6-18	"	0	8	1.0	No Work on Controlling Oper
6-19	"	0	8	1.0	" " " " "
6-20	"	0	8	1.0	" " " " "
6-21	"	0	8	1.0	" " " " "
6-24	"	0	9	1.0	" " " " "
6-25	"	8	8	1.0	
6-26	"	8	8	1.0	
6-27	Guard Rail	8	8	1.0	
6-28	"	8	8	1.0	
7-1-02	"	8	8	0.7	Rain/drizzle – 70% efficiency
7-2	"	8	8	1.0	
7-3	"	8	8	0.5	Heavy pre-holiday traffic 50% efficiency
7-4	"	0	0	0.0	Holiday
7-5	"	0	0	0.0	No work permitted by spec
7-8	"	0	0	1.0	Contractor not on project
7-9	"	8	8	1.0	
7-10	"	8	8	1.0	
7-11	"	8	8	1.0	
7-12	"	8	8	1.0	
7-15	"	8	8	1.0	
7-16	"	8	8	0.5	50% eff – extreme high temps
7-17	"	8	8	0.5	" " " " "
7-18	"	8	8	0.5	" " " " "
7-19	"	8	8	0.7	70% " " " "
7-22	"	8	8	1.0	
7-23	"	8	8	1.0	Completed Guard Rail Work
TOTAL WORKABLE DAYS CHARGEABLE				26.9	LIQUIDATED DAMAGES WAIVED AFTER 7-23-02 in accordance with Change Order No. 2

Sample "G" Final Contract Date Log

FINAL CONTRACT DATE LOG			
State Project : 0906-41	**Contractor:** Reemer Construction Inc.		
	Contract as a Whole	**Intermediate S-**	**Intermediate S-**
Date of Letting	10/25/96		
Notice of Approval Date	11/26/96		
Contract Start Date	5/19/97		
Actual Start Date	12/16/96		
Suspension of Work Date.	3/5/97, 12/10/97		
Resumption of Work Date	4/14/97,4/27/98		
Contract Date of Completion	150 W.D.		
Extended Date of Completion	185.7 W.D. (1)		
Liquidated Damages Waived	7/17/97		
Working Days Expended	154.6 W.D.		
Semi-Final Completion Date			
Working Days Expended			
Final Completion Date	11/10/98		
Working Days Expended			
Monetary Deductions (Per 1807)			
Liquidated Damages			
TOTAL DEDUCTIONS	None		

NOTES: (1) Extension of Time per Specification 1806.2
Final Contract Value = $3,330,559.35 = 1.238% x 150 W.D. 185.7 W.D.
Original Contract Value = $2,690,198.02

COMPILED BY _____ **DATE**_____

Sample "H" Final Contract Time Certification Report

FINAL CONTRACT TIME CERTIFICATION REPORT

S. P. Number : 1905-30
Contract No. : S07019
Contractor : Plucky's Road Repair

☑ No Liquidated Damages will be assessed on this Contract.

☐ Liquidated Damages will be assessed on this Contract in the amount of
$_____

☐ No Monetary Deductions for Contract Time will be assessed.

☑ Monetary Deductions for Contract Time will be assessed in the amount of
$ 2,500.00

☑ No Time-based Incentives will be assessed on this Contract.

☐ Time-based Incentives will be assessed on this Contract in the amount of
$_____

All necessary supporting documentation to verify the statements above is included with the Final Records in the Special Requirements and Contract Time files. This supporting documentation includes, but is not limited to, Weekly Construction Diaries, Construction Status Reports, revision of Work Day memos, Time Extension Letters, Item Over-run Time Extension Letters, and any calculations that effect Contract Time.

Verification Statement: I hereby certify that the Contract Time Portion of this project has been administered in accordance with the provisions of Standard Specifications 1806 & 1807 and as stated in the Special Provisions for this Contract. All extensions of Contract Time, if any, have been computed and considered in this assessment.

_____ Date _____
Project Engineer/Supervisor