


TO:		ENGINEERING INSTRUCTION	
Director, Preliminary Plan Review Bureau MAY 2 1978 PREL. FINAL LANDSCAPE RECEIVED CIRC. FILE DESIGN		NEW YORK STATE DEPARTMENT OF TRANSPORTATION	
		SUBJECT: LOST TIME DOCUMENTATION AND EXTENSION OF TIME	
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<input checked="" type="checkbox"/> Main Office <input checked="" type="checkbox"/> Regions <input type="checkbox"/> Special		Supersedes: Deputy Chief Engr. (Hwys) Gen. Ltr. No. 66-7	
APPROVED:			
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This Engineering Instruction supersedes DEPUTY CHIEF ENGINEER (HWYS) GENERAL LETTER NO. 66-7 on the subject "EXTENSION OF TIME". The use of MURK 15, SUMMARY OF CONTRACTOR'S LOST TIME, is also hereby discontinued.

However, the E.I.C. shall continue to document in his diary delays, events and actions which affect the contractor's adherence to his current schedule. The E.I.C. shall monitor, on a continuing basis, the contractor's adherence to his own schedule and when, in the judgment of the E.I.C., the contractor is significantly behind said schedule, he shall review the situation with the contractor and fully document said review. If the contractor does not propose realistic steps to get back on his current schedule, the E.I.C. shall request a new, realistic schedule. While the State does not approve a contractor's schedule, we do, under Subsection 108-01 of the Specifications, require the contractor to submit one. Such a schedule must be realistic, within the knowledge available to the Engineer, so that the State can properly schedule and coordinate its inspection activities. However, in accepting a contractor's schedule, there should be no inference that the Engineer concurs with the reasonableness of the projections, primarily because of the fact that such progress depends on the scheduling of manpower, equipment and materials and other parameters within the contractor's control and beyond our authority, in addition to weather limitations. Thus, schedules should be "received" and not be stamped "approved" in order to avoid any indication that the Engineer agrees therewith, which might otherwise be cited in court by a claimant alleging delay in his overly optimistic projections of work. Failure on the part of the contractor to comply with an E.I.C.'s request for a schedule for performing all unfinished contract work may result in invocation of Article 8 of the Agreement between the State and the contractor.

The prompt and thorough documentation by the E.I.C. of all conditions and contractor actions or inactions that do or could have an effect on the contractor's adherence to his schedule is a valuable asset when evaluating a contractor's request for an extension of time. To qualify for an extension of time without assessment of liquidated damages or engineering charges, the lost time must affect the project completion date and be due to conditions beyond the control of the contractor, such as:

- (a) Strikes on the job.
- (b) Strikes off the job which cut off needed men, equipment and/or materials.

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- (c) Documented industry-wide shortages of materials—provided they were ordered in time.
- (d) Unpredictable delay caused by the Department beyond normal processing time.
- (e) Failure to provide R.O.W. if it is in a critical area which is needed to reasonably progress the work. This does not include properties cited in the proposal as not available unless the indicated dates of availability have been exceeded.
- (f) Changes in Design and extra work which cannot be done concurrently with other work.
- (g) Unusually severe storms of extended duration or impact.
- (h) Delays attributable to interference between contractors and utility owners beyond the contractor's control.
- (i) Delays by railroad companies in progressing related work beyond what could be reasonably anticipated.
- (j) Delays created by municipalities, federal agencies, and other public bodies not anticipated in the contract documents.
- (k) Occurrence as defined in the Standard Specifications, January 3, 1978, Section 107-09, Paragraph C-1.

Where a contractor does not take advantage of weather and good construction conditions, or does not provide adequate men, equipment and materials, or uses deficient equipment, methods or construction sequence to perform the work, the project engineer shall document this situation in his diary and shall periodically notify the contractor in writing of same. Continuance of this condition shall be reported promptly to the Construction Supervisor.

Extensions of time without engineering charges are not to be recommended for extra work or changes if this extra work or changes can be reasonably done concurrently with other work. It is only in the event that these situations affect the critical path of the contract schedule that free extensions of time are justifiable.

Whenever any project is approaching the scheduled contract completion date, a careful review of progress is to be made and, if an extension of time is needed, it should be advanced. This does not preclude another one later. The amount of the documented lost time beyond the contractor's control, adjusted by any time wasted by the contractor as described above, shall be used as the basis for the extension without charges.

This time plus an analysis of the work to be done and the time of the year involved shall determine the "free" extension of time. All other extensions should be with engineering charges.