**CITY OF BILOXI**

**SPECIAL PROVISION NO. 907-108-1 CODE: (SP)**

**DATE: 11/20/2019**

**SECTION 108 - PROSECUTION AND PROGRESS**

# Subsection 108.01.1 – General

Delete the last sentence of the last paragraph and insert the following:

The Engineer may suspend work wholly or in part and withhold payments because the Contractor’s failure to make prompt payment within 15 calendar days as required above.

# Subsection 108.03.1 - Progress Schedule

Delete Subsection 108.03.1 in its entirety and insert the following:

Subsection 108.03.1 - Progress Schedule. The Contractor shall submit a progress schedule to the City Engineer or his authorized representative for his approval no later than three (3) working days after the Notice to Proceed date. The schedule will be in the form of a bar graph indicating the controlling phases of work, the bid sheet sequence numbers of all pay items in each phase, and the beginning and the ending time for each phase. At least one phase of work will be shown to begin not later than the date for beginning of contract time, and at least one phase of work will be shown to be in progress until all work is scheduled to be complete. The schedule shall indicate the sequence and interdependency of all Work activities.

The Contractor's progress schedule shall reflect a realistic rate of prosecution with all work to be completed within the specified contract time. In preparation of his progress schedule, the Contractor shall take into consideration all controlling factors and specified limitations. The schedule shall show work broken down by street name (if applicable) and then by station number so that a logical progress of work can be followed.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for establishing major construction operations, contract time assessment, and for checking the progress of the work.

An updated progress schedule shall be delivered to the OWNER with each pay request. Failure to submit an up to date progress schedule shall stop the pay estimate process. The pay estimate will be held or returned to the Contractor until an updated schedule is submitted. Any revisions to the progress schedule shall be submitted to the OWNER for approval.

Monthly schedule updates shall include the following:

1. Activity Status Report
2. Proposed Revisions (or changes in construction sequence) Report
3. Narrative Report containing the following information:
   1. Description of overall Project status
   2. Description of problem areas
   3. Current and anticipated delays to include the cause of delay; corrective action and adjustments of schedule to correct the delay; and any known or potential impact of the delay on other activities or milestones
   4. Pending items and status thereof, including but not limited to:
      1. Pending Change Orders that include time extensions
      2. Other Issues relating to Contract Time (weather, material delivery, etc.)
   5. Contract Completion Date Status:
      1. If ahead of schedule, note the number of calendar days ahead
      2. If behind schedule, note the number of calendar days behind
   6. Any Other Project or Schedule Issues/Concerns

Whenever it becomes apparent from the current monthly updated Schedule that the Contract completion date will not be met, the Contractor agrees that they will take some or all of the following actions. However, these actions must first be reviewed and approved by the OWNER. These actions will be taken by the Contractor at NO additional cost to the OWNER.

1. Increase construction manpower to eliminate the backlog of work.
2. Increase the number of hours worked per day and/or shift, increase the number of days worked per week, etc. However, this shall not be construed as permitting the Contractor to violate the OWNER’S work hour restrictions per Ordinance.
3. Reschedule activities to expedite the work and eliminate the backlog of work.

Any requests for an adjustment in Contract Time shall be submitted by the Contractor in writing and shall include a Time Impact Analysis. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. This analysis shall be done at no additional cost to the OWNER.

**Subsection 108.06 - Determination and Extension of Contract Time.**

Delete Subsection 108.06 in its entirety and insert the following:

Subsection 108.06 - Determination and Extension of Contract Time. Contract Time on calendar day projects will be established by the issuance of the Notice to Proceed and a Completion Date, which will be determined at the Preconstruction Conference. Time is continually charged against the project from the date of the Notice to Proceed to the Completion Date. The span of time allowed for the completion of the physical features of work included in the contract will be indicated in the contract documents and will be known as "Contract Time."

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the project in accordance with the plans and specifications within the Contract Time.

Percent complete shall be determined by comparing the total money earned to date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage elapsed time shall be calculated as the direct ratio of the expired Calendar Days to the total Calendar Days provided for in the Contract.

When the “percent complete” lags more than 20 percent behind the “percent time lapsed”, the Engineer shall notify the Contractor that they have seven (7) calendar days to submit a written statement and revised progress schedule indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. Failure to submit the revised schedule may result in withholding of the monthly estimate. When the “percent complete” lags more than 40 percent behind the “percentage of elapsed time”, the Contract may be terminated.

On Calendar Day contracts, an extension of contract time may be granted for unforeseen utility delays, abnormal delays caused solely by the City or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms, tornadoes, or flooded essential work areas that are deemed to unavoidably prevent prosecuting the work.

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased by Calendar Days in the same ratio that the cost of such added work increases the total value of the original contract. This is exclusive of the cost of work altered by an approved Change Order for which a time adjustment has already been made.

Additional contract time for weather days will be determined using the Keesler AFB monthly climatology report. Additional contract time may be approved for any days that have precipitation of 0.5 inches or greater, day for day. Weather days will not be automatically granted, in order to be considered, a request for weather days shall be included in the monthly schedule update submitted with the pay estimate as referenced in Section 108.03.1. To justify days in addition to the days reported by the Keesler climatology reports, the contractor is required to provide a the updated schedule showing the impact along with a written narrative and/or pictures with the monthly schedule update.

Liquidated Damages as set forth under the heading "Per Calendar Day" in the "Schedule of Deductions for Each Day of Overrun in Contract Time," Subsection 108.07, shall be applicable to each Calendar Day after the Specified Completion Date, or authorized extension thereof, and until all work under the contract is completed.

# Subsection 108.07 - Failure to Complete the Work on Time

Delete the last paragraph of Subsection 108.07 and add the following paragraph:

The applicable daily charge will be made for each calendar day after the expiration of contract time. Daily charges, as shown above, will not be made during any required waiting period for placement of pavement markings as set forth in Subsection 618.03 provided all other work is complete and during the specified growth and coverage of the vegetative items as provided in Subsection 210.01.