

Analysis of Extension of Time and Suspension of Work Provisions in  
Standard Specifications for Highways

Laura Melissa Ordonez Forero

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Committee:

Ahmed M. Abdel Aziz

Yong-Woo Kim

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University of Washington

**Abstract**

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Laura Melissa Ordonez Forero

Chair of the Supervisory Committee:  
Ahmed M. Abdel Aziz  
Department of Construction Management

Construction projects are often faced with unforeseen events that require adjustments to project schedules or temporary suspension of work. To deal with these contingencies, the U.S. Departments of Transportation (DOTs) provide guidelines and regulations in their Standard Specifications (SSs) documents. However, several states exhibit a deficiency in providing crucial information and clarity regarding the approval reasons for extensions of time (EOT) or suspensions of work (SOW). This thesis conducts a comprehensive comparative analysis of the extension and suspension of work clauses in all U.S. DOT standard specifications. The research methodology includes a comprehensive literature review and a detailed examination of state-specific sections of the standard specifications. By identifying commonalities and variations, this study aims to uncover key differences in the reasons and criteria for granting extensions of time, suspension of work, and provide a guideline of each section to standardize it in future practices. Standardizing approval reasons across states could ensure consistency and also transparency in decision-making processes.

**Author Keywords:** Extension of time (EOT); Suspension of work (SOW); Standard specifications (SSs)

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## **DEDICATION**

I dedicate this thesis to my beloved parents, Betty and Mauricio, whose boundless support and encouragement have been my guiding light throughout this journey, without them this would have been just a dream. To my sister, Sofia, who has always been there for me, and has encouraged me to never quit, and to my sister Angie, who always believed in me and would have been so proud about this achievement. I am profoundly thankful for your support and companionship during this process. This accomplishment is not solely mine but is also a reflection of the love and encouragement I have received from each of you.

## ***CHAPTER 1. Introduction***

The construction industry stands as a multifaceted sector that not only provides diverse employment opportunities but also encompasses an extensive spectrum of projects, from modest residential buildings to infrastructure developments. The success and improvement of this industry fundamentally hinges on the efficient management and coordination of the various stakeholders involved, a complex web of contractors, subcontractors, and engineers.

The Department of Transportation (DOT) carries the responsibility for overseeing transportation projects across the United States. Each individual state operates its Department of Transportation, a crucial actor in the oversight, management, and regulation of transportation projects within the state.

The absence of standardization and consistency in the Standards of Specifications (SSs) across different states regarding EOT and SOW poses a significant challenge. This lack of uniformity breeds a host of challenges, among them being confusion and the absence of crucial information pertaining to these two critical subjects often encountered in transportation projects.

The approval of time extensions and suspensions of work provide the essential flexibility necessary to adapt to shifting project timelines. Moreover, they built a mechanism to overcome unforeseen delays, disruptions, and challenges that can invariably materialize during project execution.

**Extension of Contract Time:**

The extension of contract time plays an indispensable role in transportation projects. It offers project stakeholders the crucial flexibility to adapt to unexpected events and delays, safeguarding the project's overall integrity. The ability to obtain an extension of contract time can be a lifeline in the face of unforeseen circumstances, such as extreme weather, unforeseen site conditions, or supply chain disruptions, among others.

**Suspension of Work:**

Equally vital is the concept of suspension of work on transportation projects. This mechanism provides a safeguard against potential complications and the interruption of essential work processes due to factors beyond the control of project participants. This flexibility enables stakeholders address issues effectively, ensuring the progress of the project and minimizing potential delays on the project schedule.

This thesis aims to conduct a thorough analysis of the Standard of Specifications (SSs) across all states, focusing on the sections related to Extensions of Time (EOT) and Suspension of Work (SOW). The objective is to identify key elements necessary for clarity in approval reasons and procedural requirements for granting extensions or suspensions. Additionally, it seeks to uncover areas for improvement in these standards and to identify the most common and uncommon reasons for approval across states. By doing so, this research aims to provide stakeholders with a valuable resource to quickly identify relevant information and serve as a guide when navigating EOT or SOW processes.

## **CHAPTER 2. Background**

Researchers have conducted thorough investigations into how construction projects manage extensions of time (EOT) and suspensions of work (SOW). They have conducted surveys, compared practices globally, and delved into the intricacies of these provisions. While much attention has been given to understanding the meaning of EOT and SOW, their impact on project schedules, new ways of approach, and how they handle them internationally, there's been a notable gap in examining how these provisions are articulated in the SSs of DOT in every state, as well as the specific reasons for approval. The current research fills this gap by providing detailed analysis and explanation of the reasons for approval in both situations. By examining the specific details of EOT and SOW clauses in standard specifications (SSs), the research aims to provide clarity on their interpretation and application. The subsequent review will delve into identifying any missing information in SSs, differences in approval reasons among states, and other pertinent factors. Through this comprehensive analysis, the research endeavors to offer valuable insights for contractors and project managers navigating these complex issues and a final product as a guide for every SSs to become standard if possible.

### **2.1. Extension of Time**

#### **2.1.1 EOT & Construction Delays**

Extension of time occurs when, because of an external reason, the project has a delay and requires more time than the scheduled to complete the project. These delays are generally grouped in the following four categories (*El 'AdAway, I. H, et al (2019)*).

- Nonexucasable delays: Delays where the contractor either causes or is contractually responsible for their risks and is not relieved of their consequences.

- Non compensable excusable delays: Delays caused by factors that are not foreseeable beyond the contractor's control. The contractor will not receive compensation for the cost of the delay, they will be entitled to an extension of time to complete the work.
- Compensable excusable delays: Delays that include suspension and/or interruptions to all or part of the work caused by an act of failure to act by the owner resulting from noncompliance and/or breach of an obligation, stated or implied, in the contract. The contractor is entitled to an extension of time and an adjustment for any increase in costs caused by the delay.
- Concurrent delays: Delays occur when the owner and the contractor are both responsible. A true concurrent delay is classified as an excusable non-compensable delay that entitles the contractor to a time extension as well as the remission of liquidated damages.

Three out of every four of these reasons are eligible for an extension of time. This implies that a significant majority of the identified delays have legitimate grounds for requesting additional time to complete the project.

### **2.1.2. EOT Contractual Procedures**

*El 'AdAway, I. H, et al (2016)*, delve into time management within construction projects, a crucial determinant of project success. They highlight the pervasive issue of project delays, which often stem from distinct factors such as variations, inclement weather, and inferior performance. Delays, they note, have become a ubiquitous feature in the construction industry, with statistics revealing alarming completion time overruns globally. To address this challenge, the authors focus on the contractual procedures associated with extensions of time (EOT), recognizing their significance in mitigating losses incurred due to delays. Through an exhaustive analysis of extension of time provisions in standard construction contracts, including those from esteemed organizations like the American Institute of Architects (AIA) and the International Federation of Consulting Engineers (FIDIC), the authors elucidate

conditions for entitlement, procedural requirements, and repercussions for non-compliance with notice and claim provisions. Their research, offers invaluable contract administration guidelines for the effective utilization of EOT clauses, both nationally and internationally. By promoting efficient management of claims for additional time, the study aims to empower contractors and stakeholders to navigate time-related challenges adeptly, ultimately fostering successful project outcomes in the dynamic construction landscape.

### **2.1.3. EOT Standard Methods**

One standard method used for EOT in construction projects is the network-based technique in evaluating the impact of discrete events on project timelines, particularly when significant reactive management actions are not required. There are also challenges associated with applying these methods to more complex project scenarios, where the interplay of multiple factors complicates the assessment process. (*Williams T, (2003)*).

Moreover, alternative methodologies such as cause mapping and System Dynamics, offer valuable insights into the underlying causes of project delays. While these approaches present their own set of advantages, they are not universally applicable and may have limitations in certain contexts. Williams advocates for a synergistic approach that combines the strengths of network-based techniques with the understanding provided by cause mapping and System Dynamics methodologies. By integrating these complementary approaches, project stakeholders can gain a more comprehensive understanding of the factors contributing to delays and make informed decisions to mitigate their impact. Through this analysis, Williams contributes to advancing the field of construction project management by offering practical insights into the assessment of EOT delays and informing more effective strategies for project planning and execution.

#### **2.1.4. EOT Claims**

Needing an extension of time could possibly get into additional costs that weren't forecasted in the original budget. Extension of time (EOT) processes rank high, often hampered by manual efforts and lack of automation. (Elazhary, M et al (2023)). Elazhary study identifies six key disadvantages in the current EOT process, including poor record keeping, delayed event notification, complex contract clauses, inadequate delay analysis techniques, absence of automation, and lack of standardized submission reports. While previous research has addressed these issues individually, no comprehensive solution has been proposed. To address this gap, the study introduces the Automated Management of Time Extension Claims (AMTEC), a web-based system designed to automate EOT submissions. AMTEC incorporates features such as live event notification, natural language programming for clause extraction, advanced delay analysis techniques, automated processes, and standardized reporting. Application of AMTEC in a case study demonstrates significant improvements, with a 79% reduction in process duration and a 52% decrease in effort. Moreover, AMTEC effectively mitigates disputes encountered in manual processes, highlighting its potential to streamline EOT submissions and enhance efficiency within the construction industry.

#### **2.1.5. Evidence of EOT in Construction projects**

Realistic schedules in construction projects are highly important to facilitate proper delay analysis and progress tracking. (Shabbar. H, et al 2017). There are several issues of unrealistic schedules and tentative completion times, exacerbating delays and leading to an increase in extension of time (EOT) claims. Delay analysis techniques were found to be underutilized, contributing to inaccurate assessments of EOT claims, particularly regarding the impact of concurrent delays (Shabbar H, et al 2017). Additionally, issues such

as float ownership and prolongation costs further compounded EOT claims and disputes, especially in building projects.

Shabbar research offers valuable insights, suggesting avenues for further exploration into EOT assessment tools and techniques while providing practical guidelines for stakeholders to improve EOT claim management and mitigate disputes.

## **2.2. Suspension of Work**

### **2.2.1 SOW Guide**

*Matienzo's. F (2016)* delves into the complex realm of temporary suspension of construction projects, a phenomenon often triggered by economic, political, and social factors. With a focus on mitigating the adverse effects of such suspensions, the research proposes a meticulous planning approach structured around three distinct stages: slowdown, conservation, and resumption of the project. This approach is aimed at facilitating the smooth suspension of projects and ensuring their eventual successful completion.

A noteworthy aspect of the study is its empirical analysis of an industrial project with a substantial budget of approximately \$300 million USD. This project, temporarily halted due to the owner's financial constraints following a significant advance payment, serves as a practical case study for evaluating the efficacy of the proposed planning approach. Through a detailed examination of each stage of the suspension process, the research assesses its impact across various project dimensions, including scope, time, cost, quality, human resources, risks, communications, and procurement.

Drawing upon insights from experts within the owner organization, the study meticulously outlines activities and recommendations for each stage of the suspension process. This structured guide is intended to empower project managers and stakeholders with the tools and strategies needed to effectively navigate project suspensions and achieve successful project outcomes.

### **2.2.2. SOW Internationally**

Understanding how work suspensions are managed internationally provides valuable insights applicable across different contexts. In this scenario, *Al-Kharashi, A et al (2009)* shed light on the persistent challenge of delays in public construction projects in Saudi Arabia, a critical component of the nation's ambitious development plans. With significant public expenditure at stake, the impact of frequent and prolonged delays cannot be understated. To address this pressing issue, the researchers embark on a comprehensive analysis aimed at identifying the root causes of these delays.

Al-Kharashi and Skitmore's conduct a new survey that incorporates variables from previous studies, assessing both the current degree of delay and the practical potential for improvement across seven key categories: client, contractor, consultant, materials, labor, contract, and relationship-related causes.

Drawing from a sample of 86 stakeholders including clients, contractors, and consultants within the Saudi construction industry, the analysis uncovers significant heterogeneity in the perceived causes of delays. This variance is attributed in part to respondents' differing levels of expertise and a tendency for blame-shifting between consultants and contractors. Despite these challenges, the study identifies a consistent issue: the lack of qualified and experienced personnel. This lack of personnel is especially noticeable during the increase in big, new building projects, making the industry's shortage of workers even worse.

Overall, Al-Kharashi and Skitmore's findings discussed the urgent need for targeted interventions to address the labor shortage and other key factors contributing to project delays.

### **2.2.3. Claims**

The case of *H.W. Lochner Inc. v. Rainbo Club Inc.* involves disputes arising from a construction contract between the Texas Department of Transportation (TxDOT) and contractors A.L. Helmcamp Inc. and Big Creek Construction. The project aimed to build extensive soil embankments for roadway elevation, necessitating excavation in nearby areas to obtain construction materials. However, heavy rains plagued the construction process, leading to stormwater runoff carrying disturbed soils to downstream lakes, raising concerns about pollution and environmental damage. Despite complaints and findings indicating pollution, the contractors continued work without modifying the stormwater pollution prevention plan (SW3P), prompting legal action from the affected parties.

The case highlights the challenges posed by adverse weather conditions in construction projects. Additionally, it emphasizes the importance of suspension of work due to “usually adverse weather” conditions. This suspension could prevent environmental harm and ensure compliance with regulatory requirements. The failure to address weather-related issues and suspend work, when necessary, can lead to disputes, legal proceedings, and environmental consequences, as demonstrated in this case. Therefore, proactive measures and adherence to suspension protocols due to inclement weather are essential for mitigating risks and ensuring project success. (*McLaughlin. L, (Jan 19, 2019)*)

## ***CHAPTER 3. Research Objectives and Methodology***

### **3.1. Knowledge gap and Research Objectives**

Previous studies have emphasized various aspects of Extensions of Time (EOT) and Suspensions of Work (SOW). They have explored different methodologies for early identification of delays, investigated specific case studies, examined contractual procedures for addressing these issues, and conducted research on reducing or preventing delays before they occur.

While these studies discussed valuable insights into EOTs, a gap remains in examining how EOT and SOW provisions are articulated in standard specification manuals (SSs) and the specific reasons for approval. These studies serve as crucial references for contractors during the bidding process for transportation projects. Additionally, the clarity of these reasons varies too, with some states being notably ambiguous or employing general language, making comprehension challenging. To address this gap, the present study critically investigates and analyzes how states currently regulate and articulate EOT and SOW provisions in their SSs. The objective of this study is to gather, analyze, categorize, and compare the current practices delineated in published SSs concerning EOT and SOW provisions. This aims to highlight commonalities, differences, and best practices, ultimately assisting DOTs in reviewing, evaluating, and potentially refining their EOT practices based on the experiences and practices of other states.

### **3.2. Research Data and Methodology**

The research data includes all 51 state standard specification manuals (SSs). These manuals typically feature a segment titled "Division 1 General Provisions." However, their content and organization vary among states; while some specify the section as "Determination of Extension of Time," others reference it within sections titled "Contract Time" or "Adjustment of Contract Time." This diversity in nomenclature and location represents a focal aspect of the current research. Furthermore, the "Definitions" section within these manuals serves as a key reference for Extensions of Time (EOT) topics. It is important to note that these SSs are primarily used for traditional delivery projects in transportation. Alternative delivery systems fall outside the scope of this particular research.

The research method used an exploratory approach, combining simple statistics and content analysis. The summary is as follows.

1. From the "Background" section of this paper, a range of different elements of EOT and SOW in construction projects were found. These elements included types of delays, contractual procedures, cases of EOT and SOW, and stages of suspension recommendations.
2. Each of the fifty-one (51) state standard specifications was examined to find the sections of EOTs and SOW, "Definitions," and "Prosecution and Progress". All this information was extracted and recorded in a spreadsheet for reference.
3. Each state standard specifications' Extension of Time (EOT) and Suspension of work (SOW) designated sections were thoroughly examined to identify key defining elements and all the specific reasons for approval. These defining elements were methodically recorded in a spreadsheet, ensuring an organized format for easy access by the intended users. Throughout the collection and review process, additional new elements and expanded details related to the essential elements were noted. For instance, a common reason in most EOT sections was a "Reasons beyond contractors' control" statement, highlighted as a

defining element of the EOTs. Similarly, the examination of analyzing how additional time is permitted within the contract's time definition, the process involved in requesting this extension, and the instructions provided for managing an Extension of Time (EOT) based on whether it is measured in working days or calendar days as per the contract terms was identified.

4. All the reasons for approval of EOTs and SOW identified were reorganized into distinct categories that include related and interconnected elements. Five distinct themes emerged for both sections: characterization, categorization, rarely reasons for approval, common reasons for approval, and case of study (role model state).

5. The recorded elements were subjected to descriptive statistical analysis to determine their prevalence across the population of standard specifications (SSs) and their connections with other elements. Through a high analysis approach, the five themes and their individual elements were thoroughly examined to reveal underlying contexts, meanings, commonalities, differences, and unique characteristics.

A considerable proportion of states have not updated their Standard Specifications (SSs) in over the last three years (2020,2021,2022), with precisely 45% falling into this category. Given the dynamic nature of the construction industry and regulatory landscape, it is imperative for states to regularly review and update their SSs to incorporate new regulations and valid reasons for approval. Rhode Island stands out as the state with the longest gap between updates, with its last version dating back to 2004. This prolonged period without updating the SSs raises concerns about the alignment of state regulations with current industry standards and practices, highlighting the need for timely revisions to ensure the efficacy and relevance of construction guidelines.

<b>Year of SSs</b>	<b>Number of states</b>
2004	1
2005	1
2007	1
2012	1
2013	1
2014	3
2015	3
2016	2
2017	2
2018	4
2019	5
2020	7
2021	9
2022	9
2023	2

*Table 1-SSs last update*

This study’s significance is in exploring and recording the practices surrounding Extensions of Time (EOTs) and Suspension of work (SOW), clarifying how these EOT & SOW reasons for approval were outlined in the standard specifications published by State Highway Agencies (SHAs) across the United States. Clear and well-articulated EOT & SOW provisions could enhance contractors' understanding of public agencies' perspectives, potentially fostering improved mutual comprehension, and reducing disputes in the future.

## ***CHAPTER 4. Findings and Analysis***

### **4.1. Extension of time in Standard Specifications**

The work resulted in the collection of information under the SSs regarding the extension of time, including (1) Extension of time characterization, (2) Categorization of reasons, (3) Rarely reasons for EOT, (4) Common reasons of EOT, and (5) Case study (role model state).

#### **4.1.1. EOT General Characterization**

The characterization of extension of time is vital for discerning the criteria that either warrant approval or rejection. To navigate this aspect effectively, a comprehensive understanding of how these specifications are outlined within the Standard Specifications (SS) of each state is essential. As highlighted in Fig. 1, the review of these SSs reveals fundamental elements. These elements encompass crucial specifics within the Extension of Time (EOT) section, including a clear delineation of the reasons validating an EOT, precise definitions of contract time that incorporate considerations for EOT, and the inclusion of a well-defined process for requesting an EOT.

Additionally, the examination involved the identification of whether the SSs explicitly define the Extension of Time (EOT), a factor that holds significant importance in legal clarity. Furthermore, the review scrutinized the presence of explicit guidance within the EOT section for handling time extensions in contracts involving working days or calendar days, acknowledging the varied nature of contract time delineations. These key elements, vital in understanding the provisions and processes surrounding EOT within state specifications, will be further expanded and elaborated upon in the subsequent sections to provide a comprehensive analysis of these key aspects.

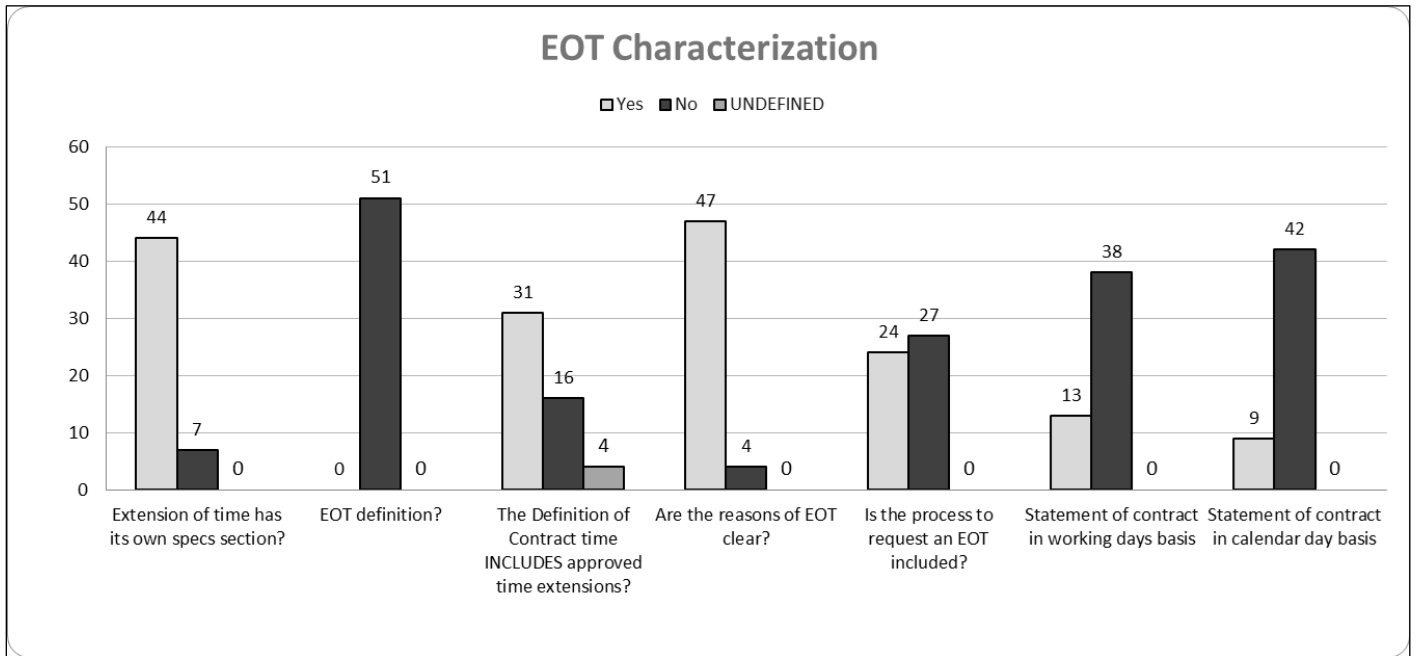


Figure 1-EOT Characterization

○ *Specification Sections*

Departments of Transportation (DOTs) should incorporate a dedicated written section for the extension of time (EOT) and shall be fully justified and adequately documented. Typically, this specification section for EOT was situated within the first division of the Standard of Specifications (SSs) under "Division 100 - General Provisions," specifically designated in Section 108 titled "Prosecution and Progress."

In most instances, this subsection was numbered as 108.02 through 108.14. It is worth noting that some states employed different names for this subsection, such as "Adjustments of time contract" or "Completion date." There were exceptions in states like California, Florida, Maryland, Massachusetts, and South Dakota, where a distinct numbering system was used, incorporating designations like 8-1, 8-7, 5.05, 8.10, and 8.7, among others.

- *Clearance of the reasons for EOT*

Clarity and conciseness in the sections that outline the reasons for approving an Extension of Time (EOT) are important. This clarity not only provides a lucid understanding but also helps prevent confusion. However, it is noteworthy that some states tend to be overly broad or overly general in their EOT acceptance criteria, making it challenging to discern the rationale behind their approvals. Notably, this approach was observed in four states, including DC, New York, Texas, and Utah. For example, in the case of Washington, D.C., the specification mentions, "The Department may consider an authorized time extension as a remedy to any third-party railroad or transit agency delay." However, the specification lacks clarity on the criteria for either accepting or denying such a time extension, because it states "may," leaving room for ambiguity in the decision-making process.

- *Contract time and EOT definition.*

In accordance with the Code of Federal Regulations (23 CFR 635.102 "*Contract time*"), the definition of contract time should include the concept of authorized time extensions. Specifically, it is defined as "the number of workdays or calendar days stipulated in a contract for the completion of the contract work, and this definition explicitly incorporates authorized time extensions." However, it is worth noting that 16 states do not incorporate this definition, and even more strikingly, 4 states do not provide any formal definition for contract time at all. An example of a definition of contract time is the state of North Carolina which states, "Contract time: The number of calendar days inclusive between the date of availability 8 and the completion date, said dates being established as set forth in the special provisions, 9 including authorized extensions to the completion date." (NCDOT 2018).

As per the insights provided by the authoritative source, *Extension of time in construction projects 2023*, an Extension of Time (EOT) is specifically defined as an “additional duration granted beyond the initially agreed-upon completion date for a construction project. EOTs are authorized in cases where unforeseen circumstances, beyond the control of the contractor, cause delays in the project's timeline.” It is noteworthy that no state includes this definition in its "Definitions" section.

A suitable definition of an extension of time (EOT) could be framed as follows: “An authorized period of time characterized by what the states accept as reasons for EOT and by the process established for requesting EOT”. Through the examination of various state specifications, it becomes apparent that a comprehensive definition should encapsulate several key elements. Firstly, an EOT should be unforeseen, i.e., arising due to unexpected or sudden events or incidents. Secondly, it should be beyond the contractor's control, emphasizing circumstances outside the contractor's purview or influence. Additionally, an EOT should impact the critical path of the project, directly affecting the project completion time. Lastly, a robust definition might also consider the documentation and notification processes required for requesting and approving an EOT, ensuring transparency and adherence to established procedures. By incorporating these aspects, a theoretical definition of EOT emerges, providing clarity and coherence in understanding this essential aspect of construction project management.

- ***Procedure statement***

Incorporating a clearly outlined procedure for requesting a time extension is crucial within state specifications. Among the cases reviewed, twenty-four (24) states present this process in a specific, detailed manner, delineating a step-by-step procedure, specifying required documentation, and setting deadlines for submission. However, it is notable that twenty-seven (27) states do not present

this procedure in a specific manner, potentially leading to confusion regarding the necessary steps to follow. This absence of specific guidelines can complicate understanding the appropriate course of action. An exemplar of a well-defined procedure can be observed in the state of Florida's specifications, it includes " "A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely, and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay." (FLDOT 2022)

- *Statement of working days and calendar day contracts*

Ensuring clarity in the change process within a contract, especially for time extensions in contracts based on working days, is pivotal. However, the research underscores a lack of specificity in addressing this concern across all states with respect to Extensions of Time (EOT). Among states that govern working days, only a quarter (25%-13 states) provide a clear statement explicitly outlining this matter and 18% (9 states) mention calendar days. For instance, Hawaii stands out with a precise provision stating, "When the contract time is on a working day basis, the total contract time allowed for the performance of the work will be the number of working days shown in the contract plus any additional working days authorized in writing as provided hereinafter", and for calendar days it states, "When the contract is on a calendar day basis, the total contract time allowed for the performance of the work will be the number of days shown in the contract

plus any additional days authorized in writing as provided hereinafter.” Hawaii's documentation, through this explicit clarification, establishes a standard by emphasizing that any granted extension of time must align with the specific type of document governing the contract. This stipulation ensures a consistent and standardized approach, contributing to the overall transparency and effectiveness of the time extension process.

#### **4.1.2. Categorization of reasons for EOT**

After collecting data from all states, diverse reasons for time extensions were identified, to efficiently organize and streamline this data, these reasons were put into a process of categorization, resulting in their systematic arrangement into six (6) distinct groups. As shown in Figure 2, these categories were formulated based on a deep analysis of the fundamental causes underlying the delays, drawing upon a content-driven approach to structure and differentiate these groupings. This methodical categorization was rooted in discerning various criteria, thereby ensuring a comprehensive and cohesive classification of the diverse reasons found across states, offering a clearer and more insightful understanding of the complexities surrounding deadline extensions in the construction projects.

The following presentation delineates these categorized groups and their specific reasons, providing a more structured and accessible format for reference and analysis.

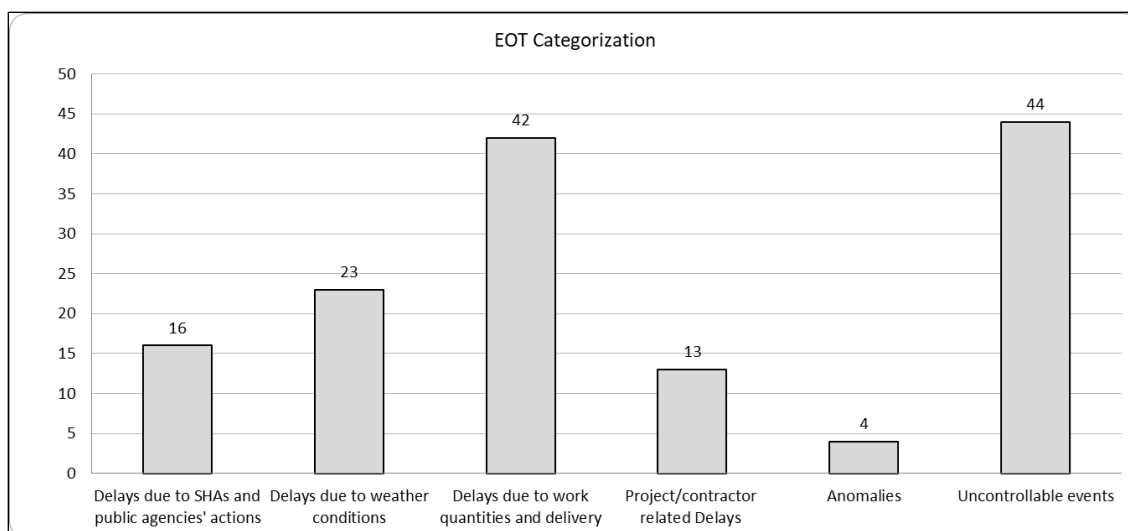


Figure 2-EOT Categorization

### ***A. Delays due to SHAs and public agencies' actions***

Category A is about construction project delays dealing with issues tied to actions taken by State Highway Agencies (SHAs) and various public entities. These reasons explain the challenges posed by SHAs and public agencies, influencing the smooth execution and timely completion of construction projects.

#### **A.1. Delays caused by the state.**

Subcategory A1 involves delays directly originating from actions or situations carried out by the state entity itself, profoundly impacting the project's progress. A1 is included in seven (7) states as a reason for approval of EOT. A common statement in this regard includes that of the state of Hawaii, which says :“Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above.”(*HIDOT 2005*). Connecticut used a similar common language but also stipulated that the extension of time under this category will be compensated. “For delays caused by the State in its Contractual capacity, the Contractor may, in

addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays." (*CTDOT 2020*)

#### **A.2. Delay related to award, and NTP delays or changes.**

Subcategory A2 highlights delays resulting from the agency responsible for awarding contracts or issuing the Notice to Proceed, significantly affecting project initiation and subsequent timelines and denotes changes in the Notice to Proceed, not due to the contractor's fault. The state of Alabama specifies a reason for EOT a delay by the agency in awarding contract or NTP, it stipulates that "When the notice to proceed is delayed more than 15 calendar days after execution of the contract, the date of completion will be extended the number of calendar days in excess of 15 days between the date of execution of the contract and the date of actual issuance of the notice to proceed." (*ALDOT 2022*). The state of Vermont also includes the delays of issuing the NTP, but it does not specify the timing as Alabama does. "Delay by the Agency in awarding the Contract and/or in issuance of the Authorization to Proceed with Submittals or the Notice to Proceed." (*VTDOT 2018*).

On the other hand, the state of Arkansas provides specific clarity regarding the timing of issuing the work order or Notice to Proceed (NTP), stipulating that the delay must occur within thirty calendar days after the contract's execution. "On fixed completion date projects, if the Work Order is not issued within thirty calendar days after the execution of the Contract. An extension of time will be given based on the number of days delayed beyond the thirty calendar days" (*ARDOT 2014*). In contrast, lacks explicit timing details, stating that the Notice to Proceed will be issued after the anticipated date without specifying a specific time, potentially leading to a wide range of

days. “A Notice to Proceed is issued indicating that the actual Notice to Proceed Date will be after the anticipated Notice to Proceed Date in the proposal, through no fault of the Contractor.”  
(*PADOT 2020*)

### **A.3. Delays for permits**

Subcategory A3.covers permit-related obstacles impeding the project's timely progression. The state of Hawaii explicitly outlines the reason for granting an EOT in the case of delays of permits “For delays in the routine application and processing time required to obtain necessary permits, including permits to be obtained from State agencies, on the condition that the delay is not caused by the Contractor, and provided that as soon as the delay occurs, the Contractor notifies the Engineer in writing that the permits are not available. Time extensions will be the exclusive relief granted on account of such delays.” (*HIDOT 2005*)

In contrast, Vermont’s statement is less specific, mentioning “Delays in the issuance of permits, approvals, or other government regulatory action that are not attributable to the Contractor.” (*VTDOT 2018*). The difference in specificity between Hawaii and Vermont underscores the importance of explicitly defining the conditions for time extensions, ensuring clarity and consistency in the approval process.

### **A.5. Delays because of failure by the Department to fulfill an obligation under the Contract)**

Subcategory A5 talks about delays from the department's failure to fulfill contractual obligations, influencing project milestones. Florida’s specification is clear stating “When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.” (*FLDOT 2022*)

### A.6. Delays because of failure by the Department to fulfill an obligation under the Contract)

The only state including this reason for an approval of an extension of time is the state of Vermont, which specifies “Court orders, including but not limited to temporary restraining orders, preliminary and permanent injunctions, or judgments that are not attributable to the Contractor.” (VT DOT 2018). This demonstrates Vermont's proactive approach in addressing delays arising from legal actions.

### Discussion on Category A Quantities

These reasons within Category A illustrate the specific hurdles introduced by SHAs and public agencies, affecting the seamless execution of construction projects.

Figure 3 presents a significant trend: 76% of the states (39 states) do not include any reasons grouped in this category in the Standard Specifications (SSs). This absence leads to a prevailing 'undefined' section, suggesting a lack of clear provisions for this specific category. Only 24%, represented by twelve states, have included reasons from this category in their respective SSs.

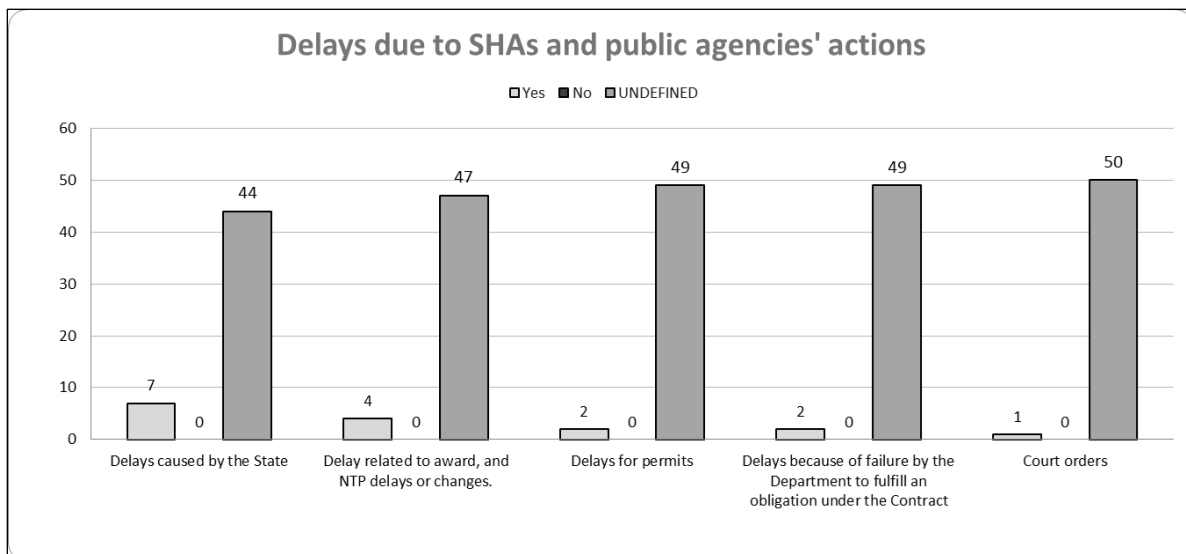


Figure 3-Category A EOT

Table 2 enumerates states that have integrated reasons specific to this category within their documentation. Vermont, notably, leads in this category by incorporating a total of four distinct reasons, signifying a more comprehensive coverage of factors leading to time extensions in comparison to other states. A2, “Delay by the Agency in awarding the Contract and/or in issuance of the Authorization to Proceed with Submittals or the Notice to Proceed.”, A.3 “Delays in the issuance of permits, approvals, or other government regulatory action that are not attributable to the Contractor.”, A.4, “Federal or State laws passed subsequent to the date of the Contract adversely affecting progress of the work.” And A.5, “Court orders, including but not limited to temporary restraining orders, preliminary and permanent injunctions, or judgments that are not attributable to the Contractor.”

This extensive inclusion by Vermont underlines a more detailed and explicit approach within its specifications, demonstrating a deeper insight into various causes that might necessitate extending project timelines.

<b>Reason</b>	<b>States</b>
Delays caused by the State.	CT, HI, IL, MA, MS, MO, TN
Delay related to award, and NTP delays or changes.	AL, VT, AR, PA
Delays for permits.	HI, VT
Delays because of failure by the Department to fulfill an obligation under the Contract.	FL, VT
Court orders.	VT

*Table 2-States with reasons for approval for EOT on Category A*

## ***B. Delays due to weather conditions***

Category B deals specifically with weather-induced delays that have a significant impact on project timelines. It covers two (2) reasons associated with weather conditions that can potentially cause disruptions and setbacks to a project's progression.

### **B.1. Delays because of failure by the Department to fulfill an obligation under the Contract)**

Subcategory B1 highlights the impact of "Unusually severe weather," characterizing extreme weather events that are unforeseeable and have a substantial adverse effect on the project's schedule. A total of twenty-one (21) states include this reason on their EOT specifications. For example, the state of Idaho specifies exactly how much time will be granted and only if the weather affects the critical path "For calendar day and completion date contracts, the contract time will be extended 1 day for each lost critical path work day caused by weather that exceeds the reasonably anticipated weather days per month" (*IDDOT 2018*). In comparison with the state of Wisconsin that only clarifies the type of contracts on which this extension will be granted "The engineer will award a time extension for severe weather on calendar day and completion date contracts." (*WIDOT 2022*)

### **B.2. Delays because of failure by the Department to fulfill an obligation under the Contract)**

Subcategory B2 explores "Seasonal weather," denoting specific periods when seasonal changes bring about varying weather patterns that could affect project operations. It is noteworthy that the states of New York and Connecticut adopt a stance against considering seasonal weather as a valid reason for an extension of time.

In New York, the specifications explicitly state that delays incurred due to seasonal and weather limitations, as well as other foreseeable situations, are neither compensatory nor eligible for extensions." Delays incurred by seasonal and weather limitations, localized labor actions and

shortages of supplies or materials, and other situations which should be anticipated are neither compensatory nor eligible for extensions” (*NYDOT 2022*). Similarly, Connecticut outlines that contractors can request an extension of contract time for unforeseeable causes beyond their control, except for weather or seasonal conditions, unless they are extraordinary and catastrophic.” The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal conditions (unless extraordinary and catastrophic)” (*CTDOT 2020*)

#### **Discussion on Category B Quantities**

According to Figure 4, there is a significant difference in the inclusion of reasons for approval regarding weather-related delays among the states. The data reveals that 41% of states explicitly mention "unusually severe weather" as a factor for approving extensions, demonstrating its prevalence across the specifications. Conversely, only 4% of states include specific reasons related to "seasonal weather," indicating a marked contrast in the level of detail provided for each category. This discrepancy suggests that while unusually severe weather is extensively addressed in the specifications, the coverage for seasonal weather reasons appears significantly less detailed and less common among the states. The disparity in the inclusion of these two types of weather-related delays within the specifications highlights a notable variation in how states address and articulate these distinct weather patterns as potential causes for time extensions in construction projects.

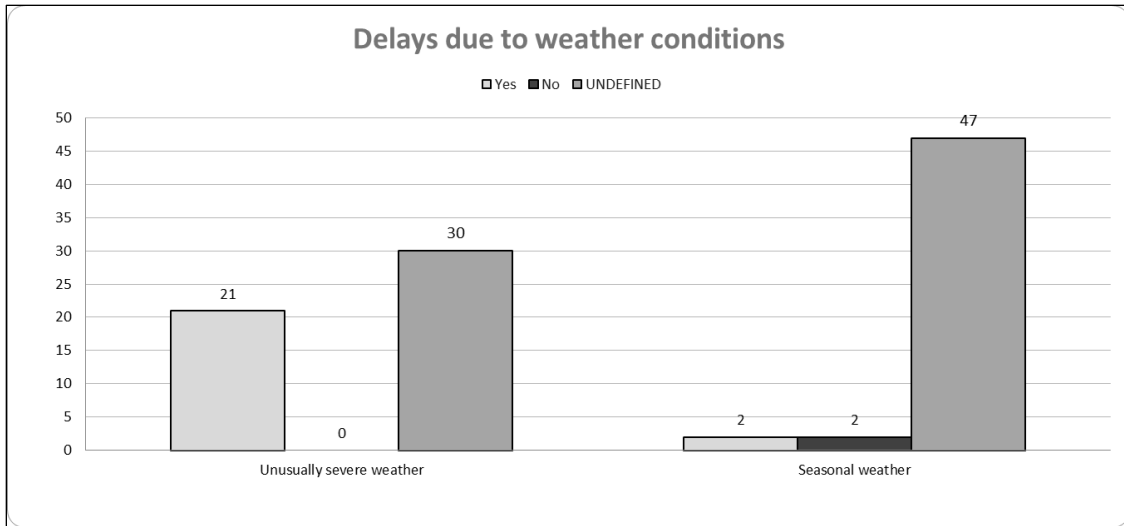


Figure 4-Category B EOT

The variance in specified dates for seasonal weather between Vermont and Oklahoma is primarily due to the distinct climate patterns prevalent in these states. Oklahoma experiences harsher winter conditions and hence designates its time period for seasonal weather from December 21 to February 15. Conversely, Vermont, with its unique weather patterns, designates the time for seasonal weather from April 15 to December 1, recognizing that its climatic challenges and significant weather fluctuations tend to span across different months, requiring a broader window for seasonal weather-related delays. The variation in these dates reflects the specific climatic variations and considerations particular to each state, aiming to address the unique weather challenges that could impact construction projects.

Additionally, two (2) states explicitly declare that seasonal weather is not a valid reason for a time extension, as it is predictable. Connecticut states that an extension due to weather or seasonal conditions is ineligible unless extraordinary and catastrophic, “The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather

or seasonal conditions (unless extraordinary and catastrophic” (CTDOT 2020). Similarly, New York specifies that delays resulting from seasonal and weather conditions, along with other anticipated situations, are not compensable or eligible for extensions, "delays incurred by seasonal and weather constraints, localized labor actions and shortages of supplies or materials, and other situations to be anticipated are not compensable or eligible for extensions." (NYDOT 2022)

<b>Reason</b>	<b>States approved EOT</b>
Unusually severe weather	AL, AK, CO, CT, DE, FL, ID, IL, IN, KS, ME, MI, MN, MO, NJ, OH, OK, TN, WA, WI, WY
Seasonal weather	OK, VT

*Table 3-States with reasons for approval for EOT on Category B*

On the contrary, 57% (29 states) of the states have no clear statement regarding the severe weather conditions.

This lack of explicit statements regarding severe weather conditions in the majority of states introduces a notable gap in the specifications.

### ***C. Delays due to work quantities and delivery***

Category C explores delays stemming from work quantities and delivery issues, encompassing a range of factors that impact project timelines. It has five (5) subcategories, each of which will be discussed in detail below.

#### **C.1. Nationwide shortage of basic materials**

Subcategory C1 deals with delays originating from nationwide shortages of essential materials, presenting a significant hurdle to project advancement due to the unavailability of critical resources across the country. Three states (3), Arizona, New Hampshire, Tennessee, and Vermont, include this reason as a basis for granting time extensions, each providing unique perspectives on the issue.

New Hampshire cites extraordinary delays in material deliveries, specifying instances where contractors or their suppliers face unforeseeable delays resulting from freight embargoes, government actions, or nationwide material shortages. “Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or nation-wide material shortages.”

Vermont presents a detailed approach to industry-wide material or supply shortages, setting clear criteria for considering such shortages as valid reasons for time extensions. The state requires contractors to demonstrate diligent efforts to obtain materials from all known sources and mandates timely notification of delays caused by material shortages. “Industry-wide material or supply shortages not reasonably anticipated by the Contractor at the time the Contract was entered. Delays caused by a shortage of materials, but only when the Contractor furnishes to the Engineer documentary proof that a diligent effort has been made to obtain the materials from all known sources and the inability to obtain the materials when originally planned did in fact cause a delay in final completion of the entire work, and the delay could not be avoided by revising the sequence of the Contractor's operations. The Contractor shall notify the Engineer in writing of the causes of delay caused by material shortages no later than 15 Calendar Days from the beginning of any such delay and not thereafter.”

Among these states, Vermont's approach stands out for its comprehensive framework, which not only identifies the problem but also establishes transparent guidelines for contractors.

## **C.2. Delivery delays of materials/ equipment**

Subcategory C.2 discusses delays caused by late deliveries of essential materials or equipment necessary for project completion. These delays directly impact project timelines, as the timely

arrival of critical components is crucial for progress. This reason for time extension is recognized by eleven (11) states, with the state of Idaho standing out for the clarity and specificity of its statement.

Idaho's approach to addressing late deliveries is notable for its clear delineation of unavoidable material delivery delays resulting from freight embargoes, government actions, or area-wide material shortages. By explicitly outlining these circumstances, Idaho provides contractors with a precise understanding of acceptable reasons for delays beyond their control. “3. Unavoidable material delivery delays resulting from freight embargoes, government acts, or area-wide material shortages. This applies to the Contractor and its subcontractors or suppliers. Delays due to the Contractor’s and its subcontractors or suppliers, insolvency, or mismanagement are not excusable.” (*IDDOT 2005*)

By emphasizing the exclusion of delays caused by contractor insolvency or mismanagement, Idaho's statement underscores the importance of accountability and proactive management in addressing delivery delays.

### **C.3. Increased quantities**

Subcategory C.3 addresses delays caused by increased quantities, which arise when there is an unforeseen surge in the necessary materials or resources needed for project completion. This necessitates additional resources and has the potential to disrupt the original project schedule. This reason for approval of time extensions is recognized by nine (9) states.

Among these states, Maryland stands out for its clear and specific statement regarding increased quantities. Maryland's specification allows for the adjustment of contract time based on the quantities, cost, and nature of the work involved if satisfactory fulfillment of the contract requires work in greater quantities than specified in the Invitation for Bids. -“If satisfactory fulfillment of

the Contract with extensions and increases authorized under GP-4.04 (Variations in Estimated Quantities) and changes specified in the General Provisions require the performance of work in greater quantities than specified in the Invitation for Bids, the Contract time allowed for performance may be adjusted based on the quantities, cost, and the nature of the work involved.”  
*(MDDOT 2022)*

On the other hand, Pennsylvania provides clarity on the timing of the time extension request submission. It stipulates those contractors must submit a time extension request within thirty calendar days after the date the overrun quantity of work under the applicable item(s) is completed. This proactive approach ensures timely and efficient handling of extension requests related to increased quantities. “Satisfactory project completion requires work in greater quantities than those indicated in the contract, and progress on one or more controlling operations is adversely affected by the item plan quantity overruns. Submit a time extension request within thirty calendar days after the date the overrun quantity of work under the applicable item(s) is completed.”  
*(PADOT 2020)*

While some states offer detailed explanations like Maryland and Pennsylvania, others, such as Michigan, provide concise statements indicating approval of time extensions for this reason without further elaboration. This variability in approach highlights the diverse practices among states regarding the treatment of delays due to increased quantities. - “If, on a controlling operation, there is an increase in the quantities set forth in the contract and this is not offset by decreases in similar pay.” *(MIDOT 2012)*

#### **C.4. Extra work**

Subcategory C.4 addresses the issue of extra work, which refers to unanticipated tasks not originally included in the project plan. These additional tasks contribute to delays in the project

timeline due to the increased workload. A total of eighteen (18) states include this reason in their specifications.

Georgia provides a clear protocol for addressing extra work. The state specifies that if satisfactory fulfillment of the contract requires performing work in greater quantities than those initially proposed, the contract time allowed for performance will be extended based on the amount and difficulty of the added work as determined by the Engineer. -“If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance shall be extended on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer, whose decision shall be final and conclusive.” (*GADOT 2021*)

In contrast, Massachusetts outlines a detailed process for evaluating the impact of extra work orders (EWO) on contract time. Each EWO proposal must include an assessment of its impact on contract time, expressed in calendar days. If the EWO has no impact on contract time, it must explicitly state so by requesting zero additional calendar days. “Each extra work order (EWO) proposal shall include an evaluation of the impact of the EWO on contract time, expressed in calendar days. If there is no impact to the contract time as a result of the EWO, the EWO shall indicate this by stating that zero calendar days of additional time is being requested.” (*MADOT 2021*)

These examples show the diverse approaches taken by states to manage delays caused by extra work. While Georgia emphasizes the Engineer's discretion in determining the extension of time, Massachusetts provides a systematic method for evaluating the impact of extra work orders on contract time.

### **C.5. Elimination of item(s) of work**

One identified reason within this category is the elimination of item(s) of work, explicitly cited by two (2) states: North Carolina and Pennsylvania. North Carolina's specification notes that if changes in the work ordered by the Engineer result in a reduction of quantities, elimination of items, or additional work, it falls into this category and it would be a reason for approval for extension of time. On the other hand, Pennsylvania stipulates that the District Executive, in writing, must authorize the elimination or reduction of an item(s) of work, and progress on one or more control operations is adversely affected by the elimination(s)/reduction(s) and it would be a reason for approval of an extension of time.

It is important to note that despite being categorized as a reason for time extension, the elimination of items or quantities does not generate a time extension; instead, it may result in surplus time. This aspect introduces some confusion regarding its classification as a reason for time extension.

### **Discussion on Category C Quantities**

Each of these sub-reasons within Category C emphasizes how work quantities and delivery intricacies significantly influence delays within construction projects, albeit through distinct causal factors.

Regarding the relationship between C3 and C2, both reasons are interconnected in certain aspects but are categorized differently due to their individual causes and impacts on project delays. C3, which deals with increased quantities, refers to delays caused by an unexpected rise in required materials or resources, necessitating additional resources, and potentially disrupting the original project schedule. It primarily emphasizes changes in material requirements leading to project timeline delays. Conversely, C2 focuses on delays due to late deliveries of materials or equipment necessary for project completion. While both C3 and C2 involve material-related delays, C2

specifically addresses delays caused by late deliveries, impacting project schedules due to untimely arrivals of critical components. On the other hand, C3 centers on the impact of changes in material quantities on project timelines. Although both causes are related to material issues, they are categorized separately as one addresses increased material demands, and the other focuses specifically on late deliveries, affecting project timelines differently.

Figure 5 provides a clear description wherein 45% (23 states) of states do not particularly outline category C among the specified justifications for granting an Extension of Time (EOT). In contrast, 55% of states—accumulating to twenty-eight (28) states in total—include certain reasons within this category as valid grounds for an EOT. The predominant reasons documented within this category are 'Extra work,' acknowledged by eighteen states, and 'Delivery delays of materials/equipment,' explicitly recognized by eleven (11) states. The percentages were defined by the study of every state SSs and collecting the information of which states include category C reasons as approval for EOT. This observation highlights the variance in the inclusion of these factors across states regarding granting an EOT.

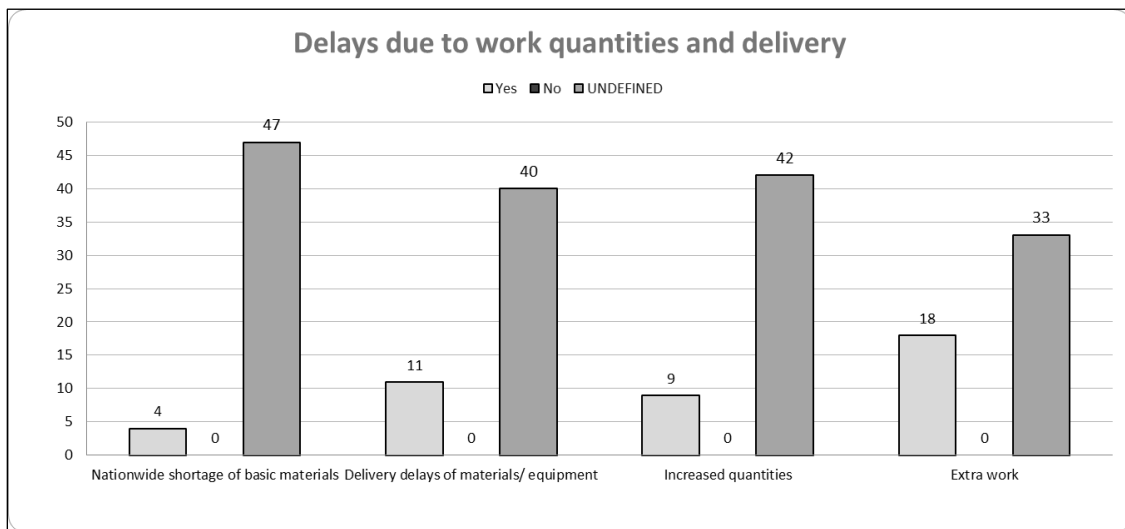


Figure 5-Category C EOT

<b>Reason</b>	<b>States</b>
Nationwide shortage of basic materials	AZ, NH, TN, VT
Delivery delays of materials/ equipment	FL, HI, ID, IL, IN, MI, MN, MT, NH, ND, WY
Increased quantities	ID, IN, MD, MA, MI, NH, PA, SD, WY
Extra work	AK, CT, DE, GA, HI, IA, KY, MA, MI, NE, NH, NM, NC, ND, PA, SD, VT, WA

Table 3-States with reasons for approval for EOT on Category C

#### ***D. Project/contractor related Delays***

Category D encompasses delays related to project and contractor issues, addressing a range of factors that can have a substantial impact on project timelines. This category includes five (5) subcategories.

##### **D.1. Total cost exceeds the contract bid price.**

Subcategory D1 addresses delays that occur when the overall project cost exceeds the initial contract bid price, indicating unforeseen financial challenges that may impede project progress. This reason is included in only four states. For instance, Arkansas specifies, "On fixed completion date projects, if the total dollar value of accumulated current estimates or the final estimate, exclusive of incentives and disincentives, exceeds the dollar value of the total contract bid, the completion date will be extended by the number of calendar days obtained by multiplying the contract time as set forth in the Contract by that percentage that the dollar value of the estimate exceeds the dollar value of the total contract bid." (*AKDOT 2014*) This statement stands out as a good example because it provides a clear mechanism for determining the extension of time based on the percentage difference between the estimate and the contract bid.

On the other hand, Kentucky states, "When the final Contract cost is greater than the original Contract cost because of net increases in the original quantities or the addition of items, the Engineer will grant an extension of the Contract time." (*KYDOT 2019*) While this statement is adequate, it could benefit from additional specificity to enhance clarity and understanding.

## **D.2. Critical delays**

Subcategory D2 addresses critical delays that are essential to meeting project completion dates or other significant milestones. This category is notable for its importance in project scheduling and management. Only one state, California, explicitly mentions critical delays. In California, the Department reserves the authority to make a time adjustment for a critical delay. A critical delay is defined as an excusable delay that extends the scheduled completion date and affects the project schedule. This specification provides clarity on how critical delays are identified and managed within the project timeline, ensuring accountability and effective project oversight. "The Department may make a time adjustment for a critical delay" (*CADOT 2018*)

## **D.3. Unable to complete work due to non-availability of working days.**

Subcategory D3 deals with situations where the contractor faces challenges in completing the work due to the unavailability of working days, underscoring the critical importance of adhering to the specified timeline for project completion.

In Alabama, the state outlines a scenario where the contractor, despite making diligent efforts to advance the work within the allotted time, finds themselves unable to complete the tasks due to a lack of available workdays. In such cases, the Department may consider granting an additional extension of time for the completion of the work. "Should the Contractor, after exercising a concerted effort to diligently prosecute the work taking full advantage of every available work day, not be able to complete the work within the adjusted completion time because of non-availability

of days in which work can be performed, the Department may consider an additional extension of time for the work” (*ALDOT 2022*)

On the other hand, Nebraska provides a more general approach, stating that if the contractor anticipates being unable to finish the work within the contractually allowed time, they may submit a written request to the Engineer promptly for a time extension. “If the Contractor finds that they will be unable to complete the work within the number of days allowed by the contract, the Contractor may make a written request to the Engineer promptly for a time extension.” (*NEDOT 2017*)

#### **D.4. Delays due to preservation of archeological and paleontological objects.**

Subcategory D4 centers on delays arising from the preservation of archaeological and paleontological objects, underscoring the importance of cultural and historical factors in project scheduling.

Nevada stands out as the only state to explicitly address this concern, stating, "107.12 Protection and Restoration of Property and Landscape. Extension of contract time will be allowed for any delay due to preservation of archaeological and paleontological objects." (*NVDOT 2014*)

Nevada's inclusion of this provision reflects a commendable commitment to preserving cultural heritage during construction projects. By allowing extensions for delays related to archaeological and paleontological preservation, the state acknowledges the importance of safeguarding historical artifacts and landscapes. This specific provision aligns with broader efforts to balance infrastructure development with cultural conservation.

### **D.5. Delays for suspension of work**

Subcategory D5 addresses delays coming from the suspension of work, highlighting the repercussions of temporary halts on the project's timeline and progress.

Alabama's SSs states that if the contractor anticipates being unable to finish the work within the stipulated time frame, they have the option to submit a written request to the Engineer promptly for a time extension. "If the Contractor finds that they will be unable to complete the work within the number of days allowed by the contract, the Contractor may make a written request to the Engineer promptly for a time extension." (*ALDOT 2022*)

Alabama's approach provides a mechanism for contractors to seek additional time in case they encounter difficulties due to the suspension of work. However, it lacks specificity regarding the circumstances under which such requests would be granted.

### **D.6. Delays of subcontractors, suppliers, fabricators**

D.6 discuss delays arising from subcontractors, suppliers, and fabricators, reflecting challenges stemming from external factors beyond their control.

Alaska stands out as the only state to explicitly address this issue, stating, "Delays of subcontractors, suppliers, and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers, or fabricators and that are not the fault of the subcontractors, suppliers, or fabricators." (*AKDOT 2020*)

Alaska's specification acknowledges the potential for delays originating from subcontractors, suppliers, and fabricators due to unforeseeable circumstances. By recognizing that such delays may occur despite the best efforts of these entities and are beyond their control, Alaska provides a framework for understanding and addressing these challenges. This proactive approach fosters

collaboration and accountability among project stakeholders while ensuring that delays attributable to external factors are appropriately managed and accounted for in project timelines.

#### **D.7. Approval delays for railroad crossings**

Subcategory D7 addresses delays associated with obtaining approvals for railroad crossings, highlighting the critical role of timely approvals in projects involving railway infrastructure.

Alabama is the only state that provides explicit guidance in this regard. According to Alabama's specifications, "A time extension will be granted as provided in Sub article 107.08(b)." Sub article 107.08(b): Additionally, all changes in approved plans and work involving railroad crossings must undergo inspection and approval by the chief engineer of the railroad company or their authorized representative. The Contractor is also responsible for taking any necessary precautions outlined by the chief engineer to safeguard the railroad company's interests, without extra compensation."

*(ALDOT 2022)*

Alabama's clear directives regarding railroad crossing approvals demonstrate a proactive approach to ensuring project efficiency and compliance with railway regulations. By outlining specific procedures for obtaining approvals and detailing the Contractor's responsibilities, Alabama's specifications help streamline the process and mitigate delays associated with railway infrastructure projects. This focused attention on railroad crossing approvals underscores the state's commitment to effective project management and regulatory adherence in the context of railway construction.

## Discussion on Category D Quantities

Each sub-reason under Category D underscores the diverse challenges tied to project and contractor-related factors that can lead to delays within construction projects.

This category has only 20% (10 states) of states that include reasons for approving time extensions within this classification. The limited inclusion of this category implies a lesser prevalence of these specific reasons across the states. The rarity of such inclusions highlights the unique nature of the reasons falling under this category, indicating that they might not be as commonly encountered or standardized in comparison to other types of delays.

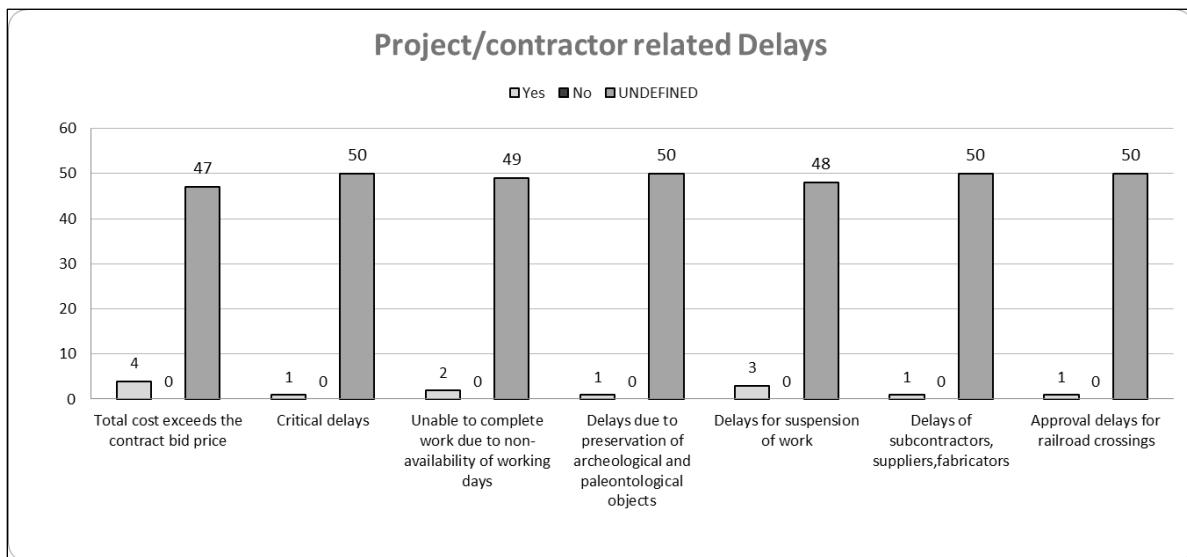


Figure 6-Category D EOT

Reason	States
Total cost exceeds the contract bid price	AL, AR, KY, NC
Critical delays	CA
Unable to complete work due to non-availability of working days	AL, NE
Delays due to preservation of archeological and paleontological objects	NV
Delays for suspension of work	AL, HI, VT
Delays of subcontractors, suppliers, fabricators	AK
Approval delays for railroad crossings	AL

Table 4- States with reasons for approval for EOT on Category D

### ***E. Uncontrollable events***

Category E encapsulates delays stemming from causes beyond the contractor's control, specifically addressing reasons beyond the contractor's purview. E.1 underscores the overarching theme of uncontrollable circumstances that impede project progress. This broad category recognizes that certain factors, irrespective of the contractor's actions or foresight, can contribute to delays. E.1, referring to reasons beyond the contractor's control, encompasses a range of unforeseeable events or circumstances that may disrupt the regular course of construction activities. These reasons acknowledge the external and unpredictable nature of certain delays, emphasizing the need for understanding and allowances in situations where contractors are not accountable for the hindrances encountered.

This category notably takes the lead in terms of reasons for approving EOT, as a substantial 86% (44 states) of states explicitly include this justification in their SSs. However, four states—District of Columbia, New York, Texas, and Utah—stand out for not incorporating this specific reason in their standard specifications. This divergence prompts a closer look into the intricacies of time extension considerations within the regulatory frameworks of these states, suggesting a potential divergence in their approach to addressing delays.

#### **Detailed events beyond contractors' control**

Some states specifically list the reasons beyond contractors' control that may warrant EOT. These reasons typically encompass unforeseeable events or circumstances that significantly impede project progress. Let's explore how three states—Alabama, Alaska, and Colorado—outline these reasons and identify any commonalities among them.

**Alabama:**

Alabama states a list of reasons beyond contractors' control, including utility work performed by external entities hindering normal construction operations, recovery time, excessive material delivery time due to industry demands beyond supply capabilities, unjust penalization due to delays in departmental decisions, and the occurrence of strikes during the contractor's good-faith work, not caused by the contractor.

- “Utility Work performed by external entities, hindering normal construction operations.
- Recovery time
- Excessive material delivery time due to industry demands beyond supply capabilities.
- Unjust penalization due to delays in Departmental decisions.
- Occurrence of strikes during Contractor's good faith work, not caused by the Contractor.

“(ALDOT 2022)

**Alaska:**

Alaska lists several reasons, such as acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. “Acts of God, acts of the public enemy, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes” (AKDOT 2020).

**Colorado:**

Colorado also includes acts of God, acts of the public enemy, terrorist acts, fires, floods, area-wide strikes, and embargoes as reasons beyond contractors' control. “(i.e., acts of God, acts of the public enemy, terrorist acts, fires, floods, area wide strikes, embargoes, or unusually severe weather)” (CODOT 2021).

Each state outlines common reasons, including acts of God, acts of the public enemy, fires, floods, and strikes. However, Alaska provides the most extensive list of reasons, covering a wider range of unforeseeable circumstances compared to Alabama and Colorado.

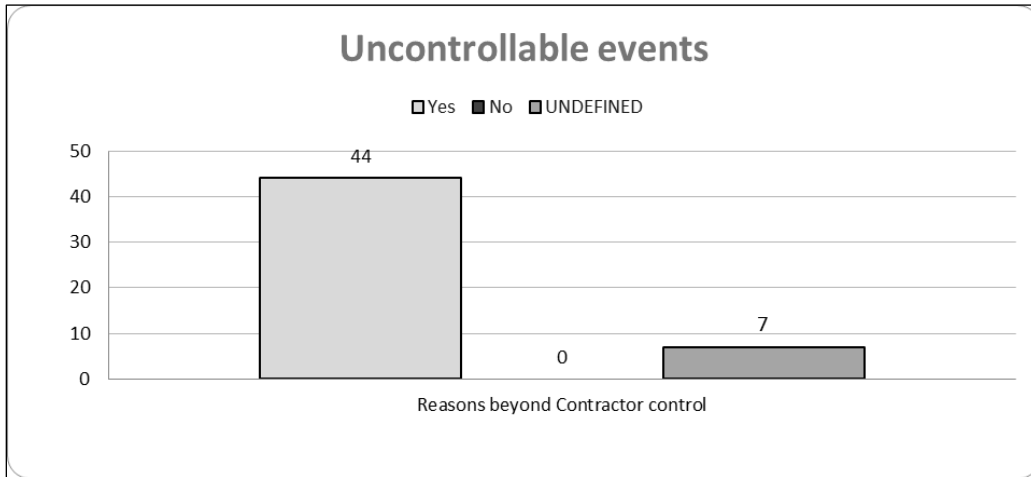


Figure 7-Category E EOT

**F. Anomalies**

The anomalies category comprises states that lack specificity in their reasons for approving EOTs. While the number of states falling into this category is relatively small, it is crucial to emphasize the importance of having clear and well-defined reasons for granting time extensions. In the subsequent discussion, each state in this category will be examined to shed light on the nuances of their approach to time extension considerations.

- **DC**

In the District of Columbia (DC), there is a noticeable absence of a dedicated specification section or any explicit outline of reasons for granting an extension of time (EOT). The provided sections, such as “Article 12 inspection and acceptance”, touch upon the need for examinations and adjustments but lack specificity regarding EOT justifications. For instance, when addressing delays associated with utility relocation in section “105.05 cooperation with utility relocation”, the language is clear about not granting additional compensation for delays but falls short of providing

a comprehensive list of specific reasons for time extensions. Similarly, section “106.10 material shortages” discusses material shortages and allows for reasonable time extensions without further compensation, but the absence of a detailed enumeration of situations contributing to these extensions creates ambiguity. In section “107.05 railway-highway provisions”, the mention of authorized time extensions as a remedy for third-party railroad delays lacks the specificity needed to offer a clear understanding of the circumstances that warrant such extensions. In summary, while the DC specifications touch on potential scenarios for EOT, the lack of explicit details leaves room for interpretation and may benefit from a more comprehensive and defined approach to specifying reasons for time extensions.

- *New York*

The document only details the procedural steps necessary to request an extension of time, lacking explicit criteria or reasons for approval. “If the Contractor desires an extension of time, an Application for Extension of Completion Date shall be submitted to the Engineer sufficiently early for the Engineer to make a recommendation and forward the application so that it may be filed with the Regional Director at least 15 days prior to the contract completion date.” (*NYDOT 2022*) The relevant section, labeled "Completion Date," also indicates the absence of a specific section dedicated to the Extension of Time (EOT) in the documentation.

- *Texas*

In Texas, the documentation exhibits a notable absence of a dedicated specification section explicitly dealing with time extensions, and there is a lack of explicit reasons provided throughout its content. Although the contract mentions the possibility of time extensions, it does not offer specific or clear justifications for such extensions.

One section that addresses the process of notifying potential time impacts is 5.5.3. While it emphasizes the importance of providing timely notice, it primarily focuses on the procedural aspects and consequences of failing to adhere to the outlined times. The document does not delve into a detailed enumeration of specific situations or conditions that would qualify as grounds for granting a time extension. This lack of explicitness may lead to uncertainty in understanding the circumstances under which time extensions could be legitimately requested.

- *Utah*

There is no specific section in the specifications that directly addresses the Extension of Time (EOT). Instead, the reason for an extension of time is implicitly conveyed through the definition of an excusable delay.

“Excusable Delay – A critical delay that is beyond the Contractor’s control, not the fault or responsibility of the Contractor, or could not have been foreseen by the Contractor, for which a time extension will be granted.”

#### **4.1.3. Rarely reasons for EOT**

Extensions of Time (EOTs) are often granted due to well-known reasons like delays caused by weather, unexpected shortages of materials, or disputes among labor forces. However, the approval of EOT requests might not rely solely on these common justifications. Some states have specific, less common factors leading to the approval of EOT requests, showing diverse circumstances across various regions. These unique reasons are often tied to the local context and can differ from state to state, indicating a wider range of considerations when evaluating EOT requests.

The subsequent analysis takes a detailed approach, being analyzed per category and identifying the less common reasons. Reasons accepted by fewer than 5% of the states for approving EOTs are categorized as uncommon or rare reasons. This provides a comprehensive understanding of

these atypical justifications. Each reason is explained, offering a definition, and identifying the state that specifically includes it. This breakdown helps illuminate the distinct considerations in the approval of EOTs. The categorization aims to highlight and explain these fewer common reasons, which, despite being distinctive in state specifications, contribute to the varied landscape of EOT approvals across different regions.

***Category A: Delays due to SHAs and public agencies' actions.***

**Court orders (2%) (1 state: Vermont)**

As per the Oxford dictionary, a court order is described as "a legal decision made in court detailing what should occur in a particular situation." Interestingly, these grounds for approving Extensions of Time (EOT) are exclusively specified in just one state, Vermont. In terms of frequency within the category, this rationale accounts for only 0.3%, representing a solitary inclusion out of the total fifty-one (51) states.

Court orders serve as a crucial and distinctive reason for granting time extensions. This category encompasses various legal directives, such as temporary restraining orders, preliminary and permanent injunctions, and judgments. What makes this ground particularly unique is that extensions are granted when the circumstances leading to them are entirely beyond the control of the Contractor. Vermont's recognition of the intricacies within the legal system highlights its commitment to fairness, ensuring that the legal framework remains just and responsive to all involved parties. As per the Vermont Standard Specifications, this reason is specified as: "Court orders, including but not limited to temporary restraining orders, preliminary and permanent injunctions, or judgments not attributable to the Contractor."

***Category B: Delays due to weather conditions.***

**Seasonal weather (4%)** (2 states: Oklahoma and Vermont)

As described by *the Weather forecasting definition*, seasonal weather represents the diverse atmospheric conditions that vary over time, displaying predictable patterns specific to each season.

This rationale for deadline extensions is only identified in two states: Oklahoma and Vermont.

In Oklahoma, this provision addresses instances where unusually severe weather conditions impede crucial work activities, vital for meeting project milestones and contractual obligations. If adverse weather significantly impacts essential project tasks or adherence to contractual deadlines, contractors may seek a deadline extension, providing a practical solution when grappling with weather-related challenges. Particularly, Oklahoma's specification confines such extensions to their Winter period, specifically from December 21 to the following February 15:

"The Contractor retains the option to request a winter weather suspension of time and workload during the period from December 21 to the following February 15," as articulated in the Oklahoma Standard Specifications.

Vermont, on the other hand, has a specific time in mind. The state recognizes that weather conditions and ground conditions can be unfavorable between April 15th and December 1st. During this period, if work is suspended due to adverse weather or unfavorable ground conditions, the contractor may be eligible for an extension of time. Vermont's approach ensures that contractors are not penalized for weather-related setbacks specific to this seasonal time, contributing to fair and effective project management practices in the state:

"The days from April 15th to December 1st, inclusive, on which the weather or condition of the ground caused suspension of the work."

### ***Category D: Project / contractor related delays***

#### **Critical delays (2%) (1 state: California)**

Critical delays play a crucial role in the approval process for extending project timelines. These delays, as defined by Procore, are those that significantly impact the project's completion date or other pivotal milestones. Unlike minor delays that can be compensated for or recuperated, critical delays cannot be easily recovered and directly add extra time to the project schedule. States often recognize these critical delays as significant factors that impede the timely completion of construction projects. Their acceptance as valid grounds for time extensions demonstrates an understanding of the irrevocable impact of such delays on project milestones and the necessity for granting additional time to counterbalance their effects. By acknowledging critical delays as a basis for extensions, states aim to uphold fairness and equity in project completion while accounting for the unpredictability and severity of certain hindrances that contractors encounter during construction projects.

In the case of the State of California, the process of approving an extension of time is characterized by a general guideline. While it does not specify precise reasons, it does generalize that the Department may make time adjustments for critical delays. These critical delays often pertain to circumstances falling under the category of "excusable delay," which occurs when the Department is responsible for an unforeseeable disruption to the work schedule. Such disruptions might include changes in the scope of work, the unexpected presence of a subway utility pipeline not outlined in the contract, or significant rearrangements of described facilities. Delays may also result from the Department's failure to provide timely access to utility facilities or a timely review of submitted applications. This comprehensive approach underscores California's commitment to maintaining

fairness and adaptability in the face of unforeseen challenges, ensuring that construction projects proceed smoothly within the bounds of practicality and equity.

“The Department may make a time adjustment for a critical delay.”

Definition of critical delay: “Excusable delay that extends the scheduled completion date.”

### **Delays due to preservation of archeological and paleontological objects (2%) (1 state: Nevada)**

In Nevada, the process of extending a contract's time accommodates a distinctive and specialized reason: the preservation of archaeological and paleontological objects. Under Section 107.12 of the Standard of specifications (SSs), it is explicitly stated that contract time extensions can be granted for delays resulting from the crucial task of safeguarding these invaluable historical and scientific artifacts. This provision highlights Nevada's commitment to the preservation of its rich cultural and natural heritage. By allowing for time adjustments in such cases, the state ensures that contractors have the necessary flexibility to ensure the responsible handling and protection of archaeological and paleontological objects, emphasizing the importance of safeguarding these treasures for future generations.

“107.12 Protection and Restoration of Property and Landscape. Extension of contract time will be allowed for any delay due to preservation of archeological and paleontological Objects.”

### **Discussion on rarely reasons**

Each of these infrequently cited reasons is explicitly delineated in certain states, yet some may share similarities with other reasons for extension of time. In California, the specification of critical delays highlights their categorization as excusable delays, meaning they are causes beyond the contractor's control. Although these two reasons—critical delays and reasons beyond contractors' control—seem related due to their essence, a notable distinction arises in California's Standard

Specifications (SSs). Here, critical delays are mentioned without explicit recognition as reasons entirely beyond the contractors' control, prompting the creation of this specific reason. The divergence underscores the importance of clarity within state regulations. These exceptional reasons for justifying time extensions underscore the complexity and nuances in different states' approaches to approving such extensions within the construction industry.

#### **4.1.4. Common reasons of EOT**

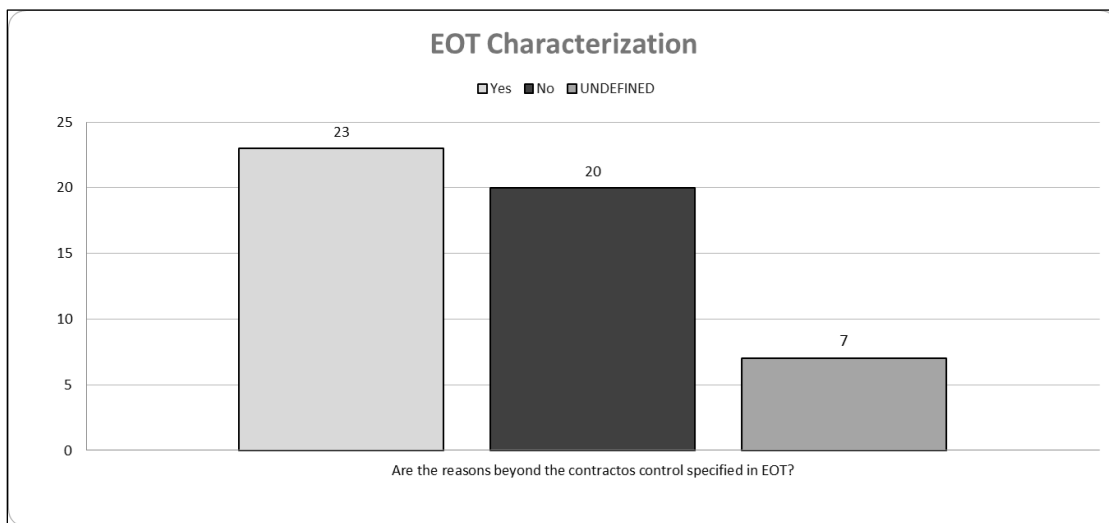
In the realm of common reasons for Extensions of Time (EOT) approval, one factor might distinctly stand out as the most prevalent and frequently encountered challenge. This particular reason surpasses others in terms of frequency and impact, playing a significant role in the complexities of construction project management. Despite the varied factors contributing to delays and timeline adjustments, this standout reason holds heightened significance. We want to understand more about this common reason for Extensions of Time (EOT) approval. We will look at its various aspects, see how often it happens, and learn how much it affects the approval of EOTs. This exploration dives into the details of the most common reason, trying to understand its complexity and how it impacts construction project timelines.

The subsequent analysis takes a detailed approach, being analyzed per category and identifying the common reasons where more than 50% of the states have it as reasons for approving. This provides a comprehensive understanding of these atypical justifications. Each reason is explained, offering a definition, and identifying the state that specifically includes it. This breakdown helps illuminate the distinct considerations in the approval of EOTs.

### *Reasons beyond contractors' control*

The most commonly mentioned reason for approving an Extension of Time (EOT) is "reasons beyond the contractor's control." With a total of forty-four (44) states (86%) including this approval reason, it becomes the most prevalent factor for approving EOTs.

However, it is essential to note that in some instances, broadly referencing "reasons beyond the contractor's control" can be overly vague and ambiguous. This is because countless factors fall under this category, making it crucial to specify the precise activities encompassed within this scope, as is the practice in twenty-three (23) states.



*Figure 8- Clearance of reasons beyond contractor's control.*

While twenty (20) states acknowledge the approval of "Reasons beyond control," they did not explicitly detail the specific reasons falling under this category. By defining these reasons as "conditions beyond the control and without the fault of the contractor, and could not have been anticipated by the contractor," it implies that the range of reasons beyond the contractor's control is extensive. However, the lack of specificity might lead to ambiguity. In contrast, the clarity provided by the remaining twenty-three states, which explicitly list reasons within this category,

some that are mentioned on Category E-Detailed events beyond contractors control, contributes to a clearer understanding of what constitutes "Reasons beyond control."

#### **4.1.5. Case study (Role model state)**

In the realm of Extensions of Time (EOT) approval processes, the state of Hawaii is considered a role model. Hawaii stands out for its exemplary practices incorporated into its specifications. Firstly, Hawaii has a dedicated and specific section within its documentation explicitly addressing the intricacies of time extensions.

Another notable aspect is Hawaii's inclusion of a well-defined process for requesting and approving time extensions. The state outlines the step-by-step procedure that stakeholders, particularly contractors, need to follow when seeking an extension of time. This clarity ensures that all parties involved are well-informed and adhere to a standardized approach, minimizing potential misunderstandings.

Moreover, Hawaii's specification includes a clear differentiation of how to handle the EOT in a contract written on working days or calendar days. This distinction adds a layer of precision to the EOT approval process, clearly delineating the nature of the time being considered. Additionally, Hawaii stands out for its meticulous enumeration and clarification of distinct reasons that can serve as grounds for the approval of time extensions, the state brings clarity to the category of "Reasons beyond contractors' control," making it more comprehensible for all parties involved. The state's documentation provides a comprehensive list of specific situations and conditions, leaving little room for ambiguity.

The state of Hawaii was selected as a role model for other jurisdictions in its approach to EOT approvals. Its inclusion of a dedicated section, clear procedural guidelines, differentiation of working and calendar days, and explicit enumeration of reasons for approval collectively contribute to a robust and transparent framework, setting a high standard for effective EOT processes. Appendix A in the Hawaii section exemplifies the state's commitment to clarity.

## **4.2. Suspension of work in Standard Specifications**

The work resulted in the collection of information under the SSs regarding the suspension of work, including (1) Suspension of work general Characterization, (2) Categorization of reasons of approval, (3) Rarely reasons for SOW, (4) Common reasons of SOW, and (5) Case study (role model state).

### **4.2.1. SOW General Characterization**

Understanding the suspension of work in construction projects is essential for discerning the criteria that determine whether approval or rejection is warranted. To effectively navigate this aspect, a thorough comprehension of how these specifications is outlined within the Standard Specifications (SSs) of each state is crucial. As indicated in Fig. 9, the review of these SSs reveals key elements, encompassing essential specifics within the Suspension of Work section. This includes a clear delineation of the reasons justifying a suspension of work, the definition of suspension included in the SSs, the written request statement, and the adjustment of the contract statement in case of the approval of the suspension.

Furthermore, the examination involved identifying whether the SSs explicitly define the Suspension of Work, a factor that holds significant importance in legal clarity. Additionally, the review the presence of explicit guidance within the Suspension of Work section for handling such situations in adjustment in the contract and the time to deliver the written request to get the approval of the suspension. These critical elements, crucial for understanding the provisions and processes surrounding the suspension of work within state specifications, will be further expanded, and elaborated upon in the subsequent sections to provide a comprehensive analysis of these key aspects.

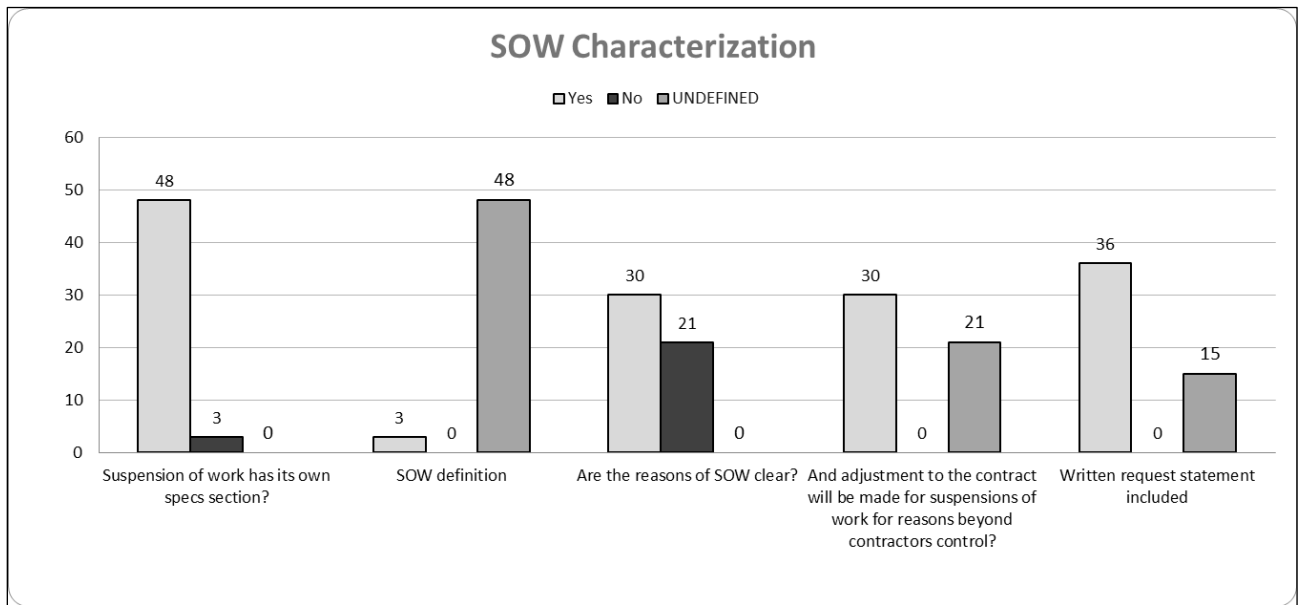


Figure 9-SOW Characterization

○ **Specification Sections**

The suspension of work, being a situation that happens often for several types of reasons, should have a specific section to underline the reasons and any process that will be required to do to get approval. Typically, this specification section for SOW was situated within the first division of the Submittal Schedules (SSs) under "Division 100 - General Provisions," specifically designated in

Section 104 titled “Scope of work” and 108 titled "Prosecution and Progress.” The typical name of this section is “Suspension of work ordered by the Engineer” and “Temporary suspension of work.”

In most instances, this subsection was numbered as 104.02 through 104.07, and 108.04 through 108.15. It is worth noting that some states employed different names for this subsection, such as "Change orders for engineers or suspensions" or "Suspensions." There were exceptions in states like California, Florida, Maryland, Massachusetts, and South Dakota, where a distinct numbering system was used, incorporating designations like 8-1, 8-6, 8.07, 8.09, and 8.9, among others.

- ***SOW definition***

According to Federal Acquisition Regulation 52.242-14 Suspension of Work., a Suspension of Work (SOW) is defined as an “The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government." It is noteworthy that only three states, Texas, Virginia, and Alabama, include this definition.

Texas delineates work suspensions, specifying that “when all work is suspended for an extended period, the Engineer possesses the authority to relieve the Contractor from the responsibility of maintaining completed portions of work during the period of suspension.” (*TXDOT 2014*)

Virginia, on the other hand, defines suspension as “a written notice issued by the Engineer to the Contractor that orders the work on a project to be stopped wholly or in part as specified. The notice will include the reason for the suspension.”

While Alabama does not explicitly include the definition in its "definitions section," it provides a definition within Section 107.21 pertaining to Stormwater Management. Here, work suspension is defined as “The suspension of construction activities includes all operations that are not directed

toward correction of erosion, sediment, and turbidity control best management practices, permanent stabilization, or returning the project to regulatory compliance. ALDOT has the right to require the suspension of similar construction activities throughout the project should conditions and actions by the Contractor be deemed unacceptable by the Engineer.” (ALDOT 2022)

Considering that some states have clear definitions, it would be beneficial for all states to include such definitions in their Standard Specifications to maintain consistency and promote clarity in construction regulations.

- *Clearance of the reasons for SOW*

Clarity and conciseness in the sections that outline the reasons for approving a Suspension of work (SOW) are of important. This clarity not only provides a lucid understanding but also helps prevent confusion. However, it is noteworthy that some states tend to not specify the reasons for approval of SOW, it only states the written request statement and the modification of the contract statement, making it challenging to discern the rationale behind their approvals. Notably, this approach was observed in eighteen (18) states where the reasons for approval were unclear. Some of the states included are Arizona, Delaware, Kentucky, Louisiana, among others.

- *Adjustment of contract statement*

According to 23 CFR 635.109, “the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project”, this includes the statement of adjustment of contract in case of an approval of a suspension of work. The statement is the following: “upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the

fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether an adjustment of the contract is warranted.”

This statement specifies the reasons for the suspension of work that will be compensable, it says that only for reasons beyond the contractors’ control and not weather will make an adjustment to the contract excluding profit.

It is noteworthy that 30 states have included this statement in their Standard Specifications, while 21 states lack this provision. This highlights the disparity in the inclusion of crucial contract adjustment clauses among different states that are mandatory according to the code of federal regulations.

- *Written adjustment request statement*

According to 23 CFR 635.109, “the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project”,, this includes the statement of adjustment of written adjustment request in case of a suspension of work: The statement says “If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

In practical terms, this means that if the contractor thinks it is necessary to seek additional compensation or contract time due to a suspension or delay sanctioned by the engineer, they are obligated to submit a written request within seven calendar days of receiving the notice to resume work. The request must comprehensively detail the reasons behind the adjustment and provide any supporting documentation.

Interestingly, unlike the adjustment of the contract statement, thirty-six (36) states have incorporated this suspension of work statement into their Standard Specifications, while 15 states lack this crucial provision. This discrepancy underscores the uneven adoption of essential contract adjustment clauses mandated by the code of federal regulations across different states.

#### **4.2.2. Categorization of reasons for SOW**

After collecting data from all states, several reasons for the suspension of construction work were identified. To effectively organize and rationalize these data, they were subjected to a categorization process, which resulted in their systematic arrangement into seven distinct groups as shown in figure 10. These categories were formulated from an in-depth analysis of the root causes underlying the delays, and some conditions that did not allow the project to continue, based on a content-based approach to structure and differentiate these groupings. This methodical categorization was based on the judgment of various criteria, thus ensuring a comprehensive and cohesive classification of the distinct reasons found in the states, providing a clearer and deeper understanding of the complexities surrounding the suspension of work on construction projects.

The following presentation delineates these categorized groups and their specific reasons, providing a more structured and accessible format for reference and analysis.

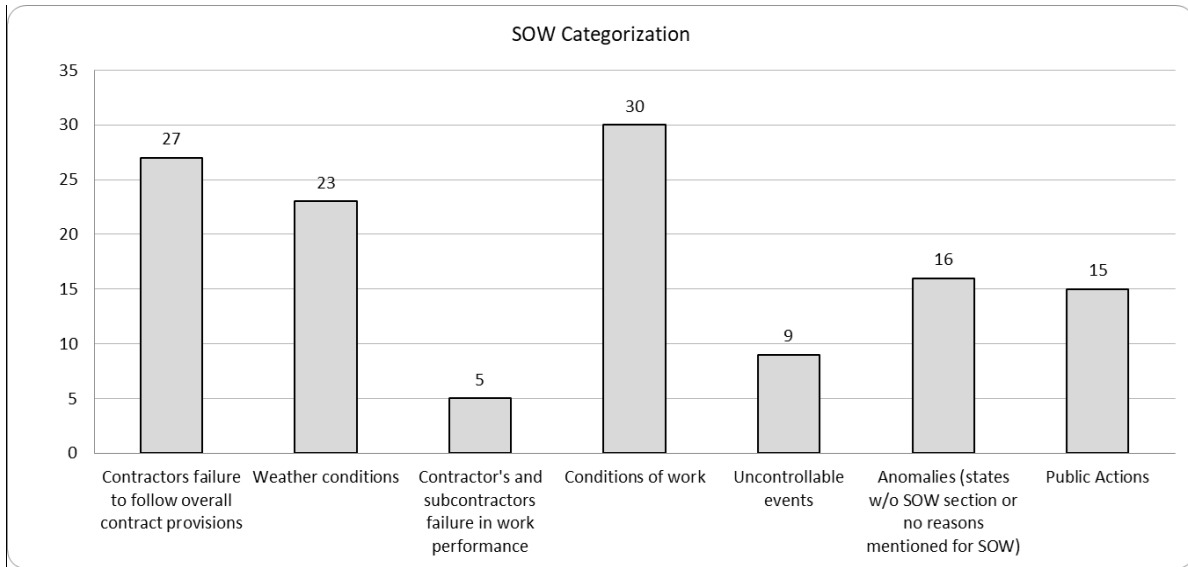


Figure 10-SOW Categorization

**A. Contractors failure to follow overall contract provisions.**

Category A, centers around challenges arising from the actions of State Highway Agencies (SHAs) and other public entities. The reasons within this category elucidate the impact of decisions and actions by SHAs and public agencies on the seamless execution and timely completion of construction projects.

**A.1. Failure to follow orders and contract provisions.**

This subcategory addresses delays that arise when contractors deviate from orders or provisions specified in the contract. It discusses instances where non-compliance with established guidelines contributes to project delays.

For example, in Alabama, it states: "Failure on the part of the Contractor to carry out orders given or to perform any provision of the contract, in which case time will be charged, and no time extension will be granted." (ALDOT 2022) The state of Alabama will authorize the suspension of work because of this reason but will not grant an extension of time.

Similarly, in Maine, it is mentioned: "The Department may suspend the Work if the Contractor violates any provision of the Contract that may affect the quality, cost, timeliness, or conformity of the Work."(*MEDOT 2020*) The state of Maine adds clarity by specifying that the non-compliance must impact the quality, cost, timeliness, or conformity of the work. This additional clarification ensures that the grounds for suspension are linked to crucial aspects of the project, contributing to a more precise understanding of the contractual expectations.

To enhance clarity and avoid potential disputes, it is recommended that states explicitly outline the specific orders and provisions that may lead to project suspensions, providing a more detailed framework for contractors. This could contribute to smoother execution of construction projects and a clearer understanding of the expectations outlined in the contract.

#### **A.2. Not comply with any term or condition of the Contract**

Project timelines may be impacted if there is non-compliance with any specified term or condition within the contract. This subcategory highlights instances where deviations from agreed-upon conditions lead to delays.

In New Mexico, the provision states: "At no cost to the Department, the Project Manager may also wholly or partially Suspend the Work for cause, including but not limited to, the Contractor's failure to: b. Comply with any term or condition of the Contract." (*NMDOT 2019*) This specification emphasizes that the suspension can occur when the contractor fails to comply with any specified term or condition, underlining the importance of adhering to the contract's stipulations to avoid disruptions. Such clarity in defining the grounds for suspension enhances transparency and reinforces the expectations set forth in the contract.

### A.3. Failure to Observe and comply with any Federal or State law or regulation.

Delays may result from a failure to observe and comply with applicable laws or regulations at the federal or state level. This subcategory emphasizes the impact of legal and regulatory non-compliance on construction project timelines. The state of New Mexico is unique in explicitly stating: "At no cost to the Department, the Project Manager may also wholly or partially Suspend the Work for cause, including but not limited to, the Contractor's failure to observe and comply with any Federal or State law or regulation." (*NMDOT 2019*) However, this provision lacks specificity, as it does not elaborate on the specific causes or circumstances that would lead to the suspension of work. This lack of detail may result in ambiguity, making it challenging for contractors to understand the exact scenarios that could trigger a suspension.

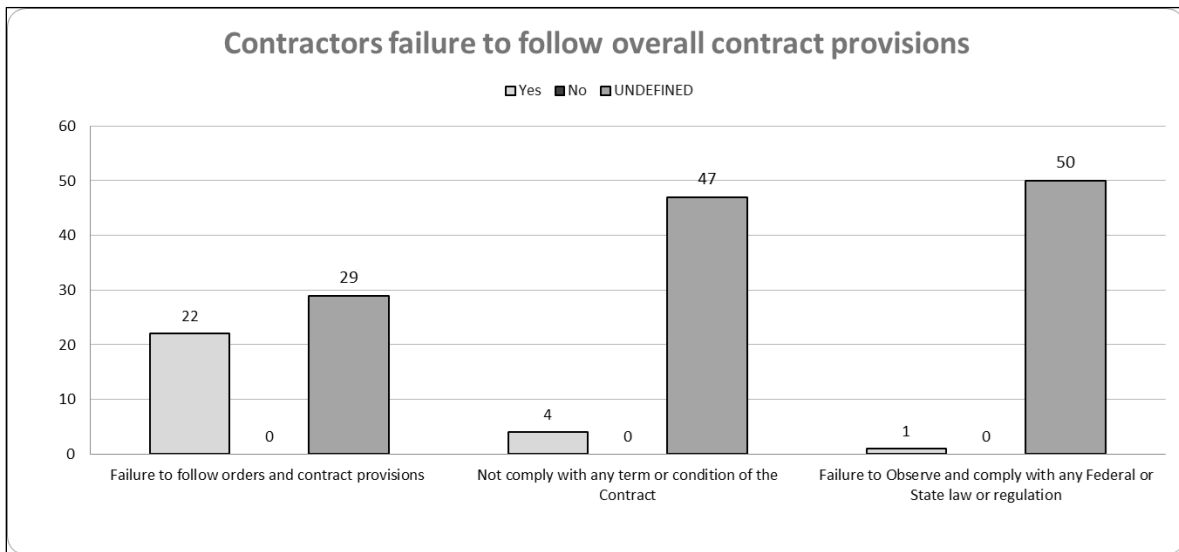


Figure 11-Category A SOW

Figure 11 presents a significant trend: 55% of the states do not include any of the reasons for this category in the Standard Specifications (SSs). On the other hand, 28 states, included reasons from this category in their respective SSs. This indicates a balanced distribution, with more than half of the states recognizing and specifying reasons from this category in their SSs.

Reason	States
Convenience of the state	CO, CT, DC, HI, ID, ME, MD, NJ, OK, OR, PA, SC, WA
Failure to follow orders and contract provisions	AL, AK, CA, CO, FL, GA, HI, ID, IL, IA, ME, MA, MS, NE, NV, NJ, NM, OK, OR, SC, VT, WY
Not comply with any term or condition of the Contract	FL, NM, OK, WA
Failure to Observe and comply with any Federal or State law or regulation	NM

Table 5-States with reasons for approval for SOW on Category A

## ***B. Weather conditions***

Category B, focusing on weather conditions, delves into the complications arising from unpredictable climatic factors that significantly influence construction projects. The reasons within this category highlight the challenges posed by adverse weather conditions, affecting project timelines, and requiring careful consideration in project planning.

### **B.1. Unusually severe weather**

This subcategory addresses the impact of unusually severe weather conditions on construction projects. Contractors often face challenges when weather conditions deviate from the norm, and the state specifications play a crucial role in providing guidance for such situations.

Alabama's specifications provide a clear definition of unusually severe weather conditions for the approval of Suspension of Work (SOW). It explicitly states, "Unsuitable weather or other essential conditions of a highly unusual or unpredictable nature, which he considers unfavorable for the suitable prosecution of the work, in which case either time charges will be suspended, or a time extension will be granted." (ALDOT 2022) This clarity emphasizes the importance of precise guidelines for managing construction delays stemming from unusually severe weather, ensuring a consistent approach across projects.

## B.2. Seasonal weather

In the case of Arizona, the responsibility for requesting a suspension of construction work for the winter season falls on the contractor. Arizona's specification states, "It is the responsibility of the contractor to request a suspension of the construction work for the winter season." (AZDOT 2021) This provision underscores the proactive role of contractors in anticipating and managing seasonal weather challenges, contributing to a smoother project execution process.

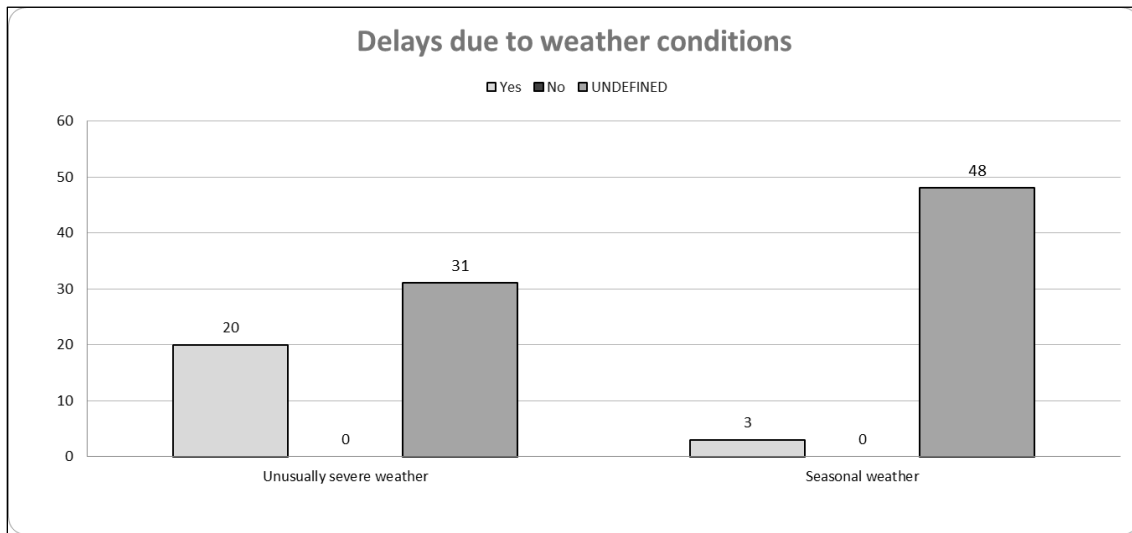


Figure 12-Category B SOW

The data illustrates a notable contrast in the level of detail among states when it comes to approving Suspension of Work (SOW) due to weather conditions. Specifically, 39% of states explicitly mention "unusually severe weather" as a factor for approving SOW, highlighting the significance placed on extreme weather events. However, only 6% of states provide specific reasons related to "seasonal weather," indicating a lower emphasis on detailing the considerations for weather conditions associated with different seasons.

It is noteworthy that the majority, constituting 29 states, do not include any explicit approval reasons for weather-related issues in their Standard Specifications (SSs). This suggests a huge

portion of states may lack specific provisions or detailed guidelines for handling weather-related challenges, potentially leading to ambiguity and varied interpretations in different jurisdictions.

<b>Reason</b>	<b>States</b>
<i>Unusually severe weather</i>	AL, AK, AR, CA, CO, GA, HI, IL, IN, IA, KS, MS, NV, NJ, OK, SC, UT, VT, WA, WY
<i>Seasonal weather</i>	AZ, KS, ME

*Table 6-States with reasons for approval for SOW on Category B*

***C. Contractors and subcontractors’ failure in work performance***

Category C, focusing on delays attributed to work quantities and delivery issues, delves into a series of factors that influence project timelines. This category discusses a range of challenges stemming from the availability and transportation of essential materials, as well as variations in the quantities of required resources. The reasons within this category shed light on how intricacies related to work quantities and material delivery significantly impact the progress of construction projects.

**C.1. Failure to timely obtain materials, equipment, or services.**

Subcategory C.1, highlights emphasize a crucial element in construction project management. As Alaska serves as an example, this subsection emphasizes the importance of meeting schedules and timelines for critical project procurements Delays in the receipt of materials, equipment, or services may occur have an ongoing impact on project timelines, potentially disrupting and impeding progress Find out how different countries approach and define this subsection Given the requirements and standards expected of contractors available in a timely manner provides valuable insight.

## **C.2. Contractor management and control failures**

Category C.2, talks about critical dimensions of construction project execution, highlighting scenarios where contractors may encounter challenges in managing and controlling various project aspects. This subcategory specifically discusses the failure to install or maintain proper traffic control and failure to install or maintain erosion control devices. Reasons the state of South Carolina points out.

Failure to Install or Maintain Proper Traffic Control: This reason is acceptable for approval of SOW when the contractor falls short in implementing or sustaining effective traffic control measures. The focus here is on maintaining safe and organized traffic flow within construction zones, ensuring the well-being of both workers and the public.

## **C.3. Failure to Perform satisfactory work**

Subcategory C.3 addresses delays resulting from the failure to perform satisfactory work, as highlighted in New Mexico's statement: "Perform satisfactory Work." This subcategory emphasizes the importance of avoiding interruptions in the construction industry and ensuring quality and compliance with specific standards. Examining how states articulate and deal with substandard work in the context of suspended work (SOW) considerations provides valuable insights into expectations and criteria for continuing work. Clear guidelines on what constitutes satisfactory performance help improve project management and ensure that construction work meets required quality standards.

## **C.4. Increased the cost or time required for the performance of the contract**

Subcategory C.4 focuses on situations where the contractor has increased the cost or time required for the performance of the contract, as exemplified by Utah's statement: "Increased the cost or time required for the performance of the contract." This category sheds light on instances where

unforeseen circumstances or actions by the contractor contribute to additional costs or time for project completion. Understanding how states address these situations in the context of Suspension of Work (SOW) considerations is essential for managing project timelines and costs effectively. By examining the criteria and conditions specified by states, stakeholders can gain insights into the circumstances under which SOW may be approved due to increased costs or time requirements.

**C.5. Delays of subcontractors, suppliers, fabricators from causes beyond their control**

Subcategory C.5 addresses delays caused by subcontractors, suppliers, and fabricators due to reasons beyond their control. Alaska's statement highlights this aspect: "Delays of subcontractors, suppliers, and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers, or fabricators and that are not the fault of the subcontractors, suppliers, or fabricators." This category recognizes that construction projects involve various entities, and delays caused by factors outside their control may impact the overall timeline. The inclusion of such conditions in the Suspension of Work (SOW) considerations allows for a comprehensive understanding of the challenges arising from the actions of subcontractors, suppliers, and fabricators, ensuring fair and transparent project management practices.

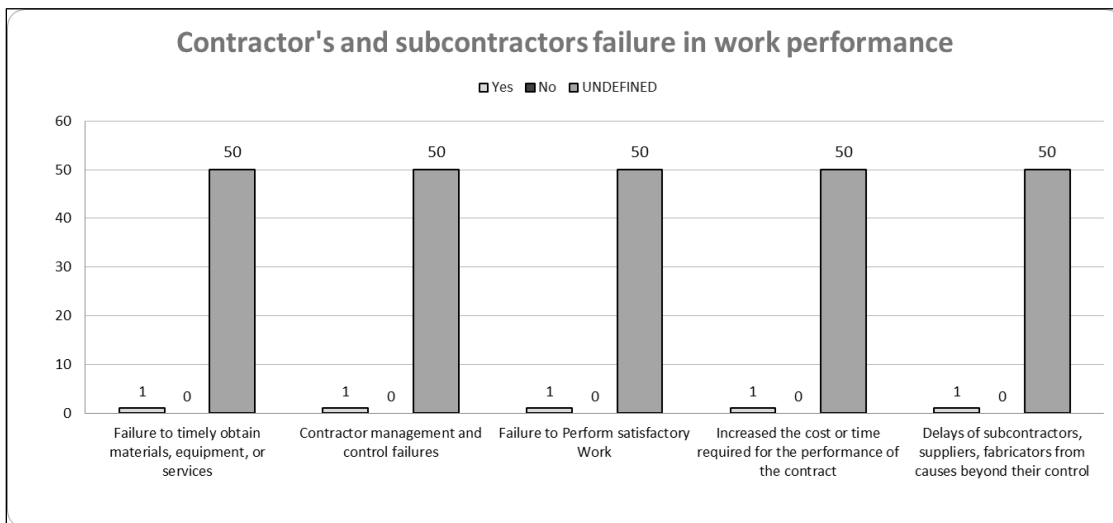


Figure 13-Category C SOW

Category C shows a low overall inclusion in state specifications, constituting only 8% of states. It is noteworthy that typically only one state includes each subcategory in its as reasons for SOW. Despite the small percentage, each subcategory within Category C introduces distinct and specific conditions that can lead to the approval of SOW. Each of the reasons adds valuable detail to the understanding of SOW considerations. While the overall percentage is modest, the diversity and specificity within each subcategory make their inclusion important.

#### ***D. Conditions of work***

Category D includes delays arising from project and contractor-related conditions. These challenges are closely tied to the overall project dynamics and conditions under which the contractor operates. This category encompasses distinct reasons, each where the conditions of work may lead to delays.

##### **D.1. Unfavorable conditions for suitable prosecution of the work**

Subcategory D.1. introduces a significant challenge in terms of clarity and specificity across state specifications. For instance, the state of Arkansas grants the Engineer the authority to suspend work due to unsuitable weather or other unfavorable conditions. “The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work.” (*ARDOT 2014*) However, the specification does not explicitly outline the specific conditions deemed unfavorable or provide examples.

The impact of this ambiguity is notable, as contractors may face uncertainty in understanding precisely which conditions could lead to work suspension. The absence of a clear definition or examples might result in different interpretations. As this reason is included in eighteen states, the

subcategory underscores the importance of incorporating more explicit language and examples within state specifications to enhance clarity, reduce ambiguity, and promote consistent understanding among contractors and stakeholders.

### **D.2. Unsafe conditions for the project personnel or public**

Subcategory D.2. primarily addresses the critical aspect of ensuring safety on construction sites. In the example provided by the state of Colorado, the specification states that the Contractor is required to correct conditions that are unsafe for workmen or the general public, "For failure of the Contractor to correct conditions unsafe for the workmen or the general public." (CODOT 2021)

This emphasizes the importance of prioritizing safety considerations on construction projects.

Examples of conditions that might need correction for the safety of the public or personnel could include inadequate signage, insufficient barricades, or unaddressed hazards such as exposed electrical wiring or uneven surfaces. By providing specific examples within the state specifications, contractors would have a clearer understanding of the safety expectations, enabling them to proactively address potential safety concerns.

### **D.3. Unacceptable noise or dust arising from the construction.**

Subcategory D.3 highlights the concern for minimizing the impact of construction activities on the surrounding environment. The state of Hawaii explicitly addresses this issue by stating that work may be suspended if there is unacceptable noise or dust, even if it does not violate any law or regulation. "Unacceptable noise or dust arising from the construction even if it does not violate any law or regulation." (HIDOT2005).

Interestingly, the concern for "Unacceptable noise or dust" could be part of with the broader concept of "Unfavorable conditions for suitable prosecution of the work." However, the Hawaii

specification distinguishes itself by highlighting these concerns as separate factors, emphasizing their significance in relation to the surrounding environment.

This distinction brings attention to the need for a more comprehensive approach across state specifications. While some states may implicitly cover issues related to noise, dust, or unsuitable conditions, the explicit identification of such factors, as demonstrated by Hawaii, adds a layer of transparency. Incorporating similar explicit details in other state specifications could contribute to a standardized understanding and implementation of conditions affecting construction projects.

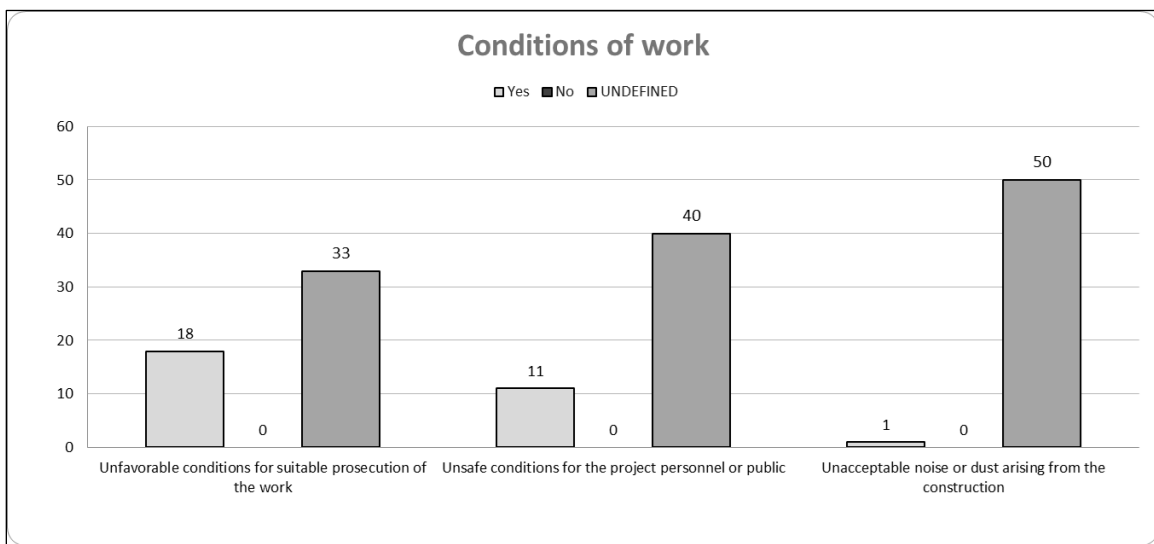


Figure 14-Category D SOW

The data reveals a significant disparity in the specificity of states regarding the approval of Suspension of Work (SOW) due to conditions of work. Notably, only 23 states explicitly mention any subcategories of "condition of work" as a factor for approving SOW. Figure 14 further illustrates this, with subcategory D.1 being the most frequently mentioned in states' Standard Specifications (SSs), accounting for a total of eighteen (18) states (35%).

Reason	States
Unfavorable conditions for suitable prosecution of the work	AR, CA, CO, FL, GA, HI, ID, IL, IA, MA, MS, NE, NV, NJ, OK, OR, PA, SC
Unsafe conditions for the project personnel or public	CO, CT, HI, ID, NM, OK, OR, SC, UT, VT, WY
Unacceptable noise or dust arising from the construction	HI
Contractor management and control failures	SC

Table 7-States with reasons for approval for SOW on Category D

### ***E. Uncontrollable events***

Category E, "Reasons Beyond Contractor's Control" discusses diverse and unforeseeable factors that may impede the progress of construction projects. These reasons consider various events and circumstances that are beyond the contractor's influence, ranging from external forces to unforeseen obstacles.

Unlike the approval reasons for Extensions of Time (EOT), this category has a lower inclusion rate, with only 18% of states incorporating them as justifications for approving Suspension of Work (SOW). Alaska, for instance, "The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determine to be reasonable, necessary, in the public interest, or for the convenience of the Department. Acts of God, acts of the public enemy, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes." (AKDOT2020) Notably, of the nine states allowing reasons beyond the contractor's control for SOW approval, Alaska stands out as the sole state providing specific examples and details for this category.

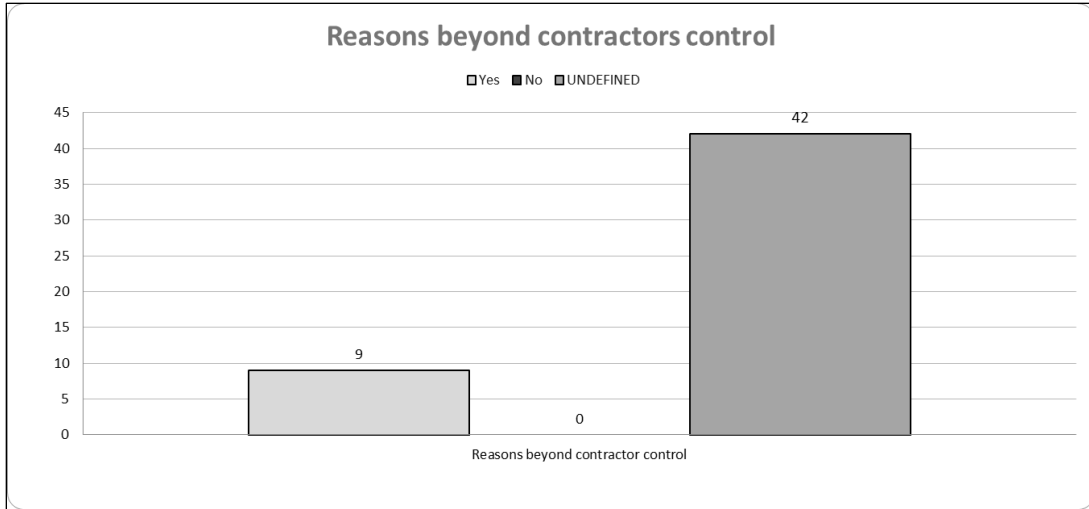


Figure 15-Category E SOW

Reason	States
Reasons beyond contractor control	AK, AR, IL, KS, ME, MA, NM, NY, TX, UT

Table 8-States with reasons for approval for SOW on Category E

**F. Anomalies**

The anomalies category includes states that lack specificity in their reasons for approving SOWs. While the number of states falling into this category is not more than 50%, it is crucial to emphasize the importance of having clear and well-defined reasons for granting suspension of work. The states of Louisiana, Michigan, Minnesota, Missouri, Montana, New Hampshire, North Carolina, North Dakota, Ohio, Rhode Island, South Dakota, Tennessee, Virginia, West Virginia, and Wisconsin lack a statement detailing reasons for SOW. While they incorporate the required statements for writing requests and adjusting contracts, the absence of specified reasons for SOW could create ambiguity. This absence leaves room for interpretation, potentially implying that SOW could be approved for any reason. Clearly stipulating reasons are crucial for maintaining transparency and preventing misinterpretations in the approval process.

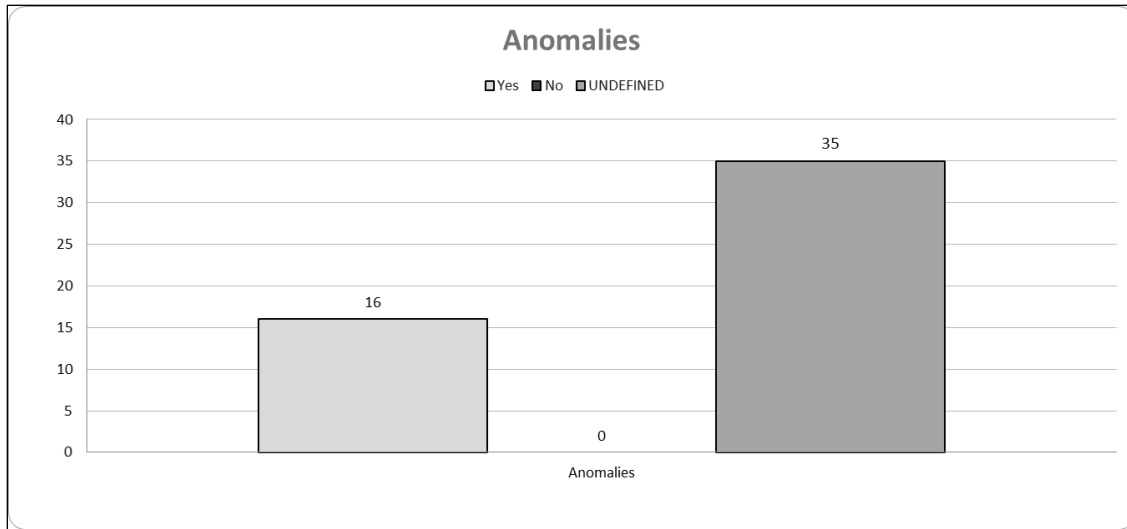


Figure 16-Category F SOW

**G. Public Actions**

Category G delves into public actions that may impact construction projects, reflecting the intricate relationship between public agencies and contractors in infrastructure development. Within this category, two notable subsections are G.1: Convenience of the state and G.2: Redesign necessary by the engineer. These subsections shed light on scenarios where public entities exercise authority or necessitate alterations, highlighting the dynamic nature of construction projects and the multifaceted considerations involved. As such, exploring these subsections provides valuable insights into how public actions shape project timelines and requirements, influencing the execution and outcomes of construction endeavors.

**G.1. Convenience of the state**

This subcategory addresses delays from the state's convenience, illustrating instances where project timelines are impacted by decisions made for the state's convenience, irrespective of the contractor's plans. For instance, in Pennsylvania, the state specifies: “The District Executive determines that the work will create roadway conditions that will hinder the Department’s ability

to safely maintain traffic or provide necessary services such as winter maintenance operations, and the District Executive determines that it is in the Department’s best interest to delay the work until such time that a higher quality product can be obtained.”(PADOT 2020)

While many states mention they will grant a suspension of work for "the convenience of the state," they often lack specificity regarding the actual reasons considered convenient. Providing detailed reasons would enhance the clarity of Standard Specifications (SSs).

**G.2. Redesign necessary by the engineer**

Subcategory C.2 focuses on delays arising from the necessity of redesign as determined by the engineer, as exemplified by Hawaii's specification: "(2) Whenever a redesign that may affect the work is deemed necessary by the Engineer." (HIDOT 2018) This class emphasizes the importance of design analysis in the construction industry and its potential impact on project timelines. Examining how states handle and negotiate those situations provides valuable insight into the factors considered when granting stop-of-work (SOW) requests. It emphasizes the dynamic nature of the construction industry and the need for a systematic approach to dealing with design challenges that arise during the project.

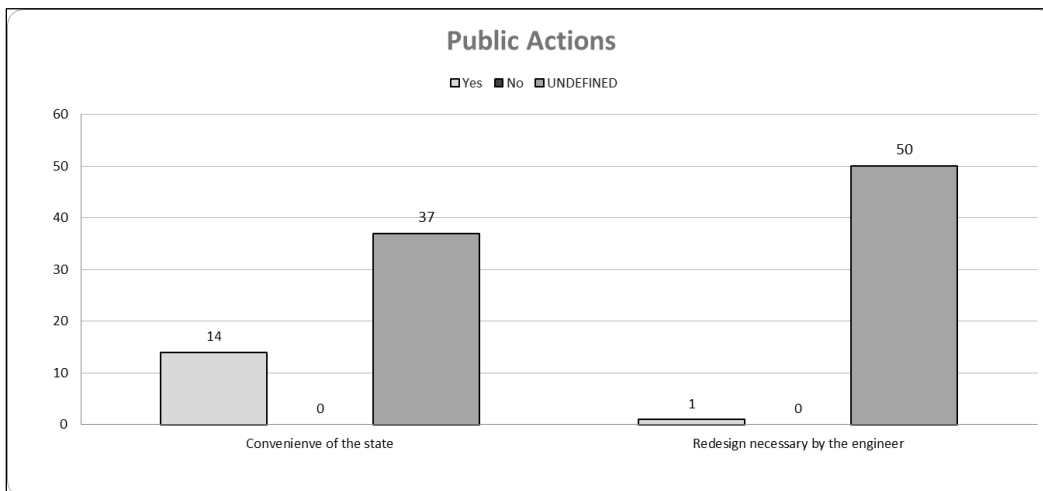


Figure 17-Category G SOW

### **4.2.3. Rarely reasons for SOW**

Suspension of work (SOW) requests often get collectively executed due to factors such as inclement weather, safety concerns, or unexpected delays. However, approval of SOW requests extends beyond this specific understanding. Some states introduce unique and unusual factors that contribute to the approval of SOW requests, reflecting the nuanced nature of the situation in different regions. This specific understanding ties incredibly to the local context, providing a broader set of parameters in evaluating SOW requests.

This comprehensive study examines each category systematically, carefully identifying the rare reasons for SOW adoption. Each cause is dissected, a specific definition is given, and the specific circumstances of which it is composed are identified. This division serves to highlight specific considerations shaping SOW adoption. The paragraph highlighting this unusual justification in the national specification highlights the status of SOW approvals at various locations.

#### ***Category A: SHAs and public agencies' actions***

##### **Failure to Observe and comply with any Federal or State law or regulation**

(2%-1 state New Mexico)

The phrase "failure to comply with and comply with any federal or state law or regulation" refers to a situation in which a contractor of a construction project ignores or violates rules and regulations established at the federal and state levels. Failure to comply and non-compliance with this rule can result in project delays, and potential risks, making it an important consideration in actions such as approving a suspension of work.

New Mexico stands as a unique state that would expressly include "failure to observe and comply with any state or federal law" as a specific reason for approving a suspension of work This

provision establishes the state's commitment to law enforcement and compliance with legal standards in the construction industry will be emphasized.

***Category B: Weather conditions***

**Seasonal weather (6%-3 states Arizona, Kansas, Maine)**

Recognition of seasonal factors as a specific factor for suspending work (SOW) was cited by only three states—Arizona, Kansas, and Maine— 6% of the states. Arizona emphasizes contractor obligations: “It is the responsibility of the contractor to request a suspension of the construction work for the winter season.”; Kansas takes a structured approach, providing, "An agreement to suspend the Project for a winter shutdown period as provided in subsection 108.5d.(6)."(*KSDOT 2015*).

Meanwhile, Maine takes a unified view, allowing the contractor to initiate the process by stating, "The contractor may request in writing that the department approve a winter suspension." (*MEDOT2020*)

This explicit inclusion in the laws of these three states highlights local awareness of the impact of seasonal changes on the construction industry, the three of them include the same season for the suspension (winter). Arizona on the other hand, has summers where the temperature gets to elevated levels, it would be beneficial to include this also as an option, so it is not only restricted to winter.

### *Category D: Conditions of work*

#### **Unacceptable noise or dust arising from the construction (2%- 1 state Hawaii)**

Among the states analyzed, only Hawaii explicitly addresses this concern: "unacceptable noise or dust from construction even if it does not violate any laws or regulations." This policy highlights or singles out Hawaii's unique approach to addressing the environmental impacts of construction-related activities as the only state to specifically incorporate proposals.

The lack of states comprising this subcategory suggests that, although some jurisdictions may consider these issues implicitly, only Hawaii represents a clear and straightforward guideline to address such operating conditions. This highlights the importance of recognizing and addressing specific challenges in construction projects, even if they are not universally reflected in country specific contexts in.

#### **4.2.4. Common reasons of SOW**

Of the common reasons for approval of (SOW), two things stand out as a common challenge. These factors exceed the others in their reach and impact, playing a significant role in the complex management of the construction project. This study will examine the most common causes in detail, seeking to understand their complexity and impact on the construction project timeline. The survey will then take a broader perspective, breaking down why more than 40% of states include it as a reason to approve SOWs. This comprehensive review aims to shed light on these common meanings, provide definitions, and specifically identify countries that are included. Through this division, we aim to highlight the shared perspectives that contribute to the wider adoption of SOWs across sectors.

### ***Category A: SHAs and public agencies' actions***

#### **Failure to follow orders and contract provisions (43%- 22 states)**

The subcategory "Failure to follow orders and contract provisions" emerges as one of the most popular and frequently cited reasons for work disruptions, encompassing 43% of states.

This category delves into instances where delays occur due to the failure of contractors to follow orders or provisions outlined in the contract. The implications of such deviations can significantly impact project timelines, introducing challenges that need careful consideration.

The inclusion of this subcategory in the specifications of twenty-two states underscores its significance in addressing familiar challenges related to contractor compliance. The abundance of states incorporating this reason suggests a shared recognition of the potential disruptions that may arise when contractors deviate from established guidelines and contractual obligations. As a result, this category plays a crucial role in shaping the standards and expectations for contractors across different jurisdictions, emphasizing the importance of compliance to ensure the smooth progression of construction projects.

### ***Category B: Weather conditions***

#### **Unusually severe weather (40% 20 states)**

This category discusses the importance of recognizing and addressing unpredictable and extreme weather conditions that can significantly impact construction projects.

Unusually severe weather, cited by 40% of states (20 states), is considered a highly justifiable reason for the suspension of work. This designation includes weather events that go beyond the

norm and pose significant risks to the safety of workers, the public, and the integrity of the construction site.

Given the unpredictable nature of weather, recognizing unusually severe conditions provides a safety net for contractors and ensures that work is halted when conditions become hazardous. This approach not only prioritizes the safety of those involved in the construction process but also safeguards against potential damage and setbacks caused by adverse weather.

#### **4.2.5. Case study (Role model state)**

In the context of Suspension of Work (SOW), Oklahoma stands out as a role model among states. It has been singled out for its thorough approach, characterized by explicit reasons for approval, a dedicated specification section, and the inclusion of both the writing request and adjustment of contract statements. This collective framework in Oklahoma provides a robust and transparent model for effectively managing work suspensions.

One key aspect contributing to its role model status is the presence of a dedicated specification section within its documentation. This section provides a focused and comprehensive overview of the complexity associated with SOW, offering clear guidelines and expectations for all stakeholders involved.

Furthermore, Oklahoma's explicit enumeration of reasons for approval adds an extra layer of transparency to the SOW process. By clearly defining the circumstances under which work can be suspended, the state minimizes ambiguity and ensures a predictable and fair framework for both contractors and regulatory authorities.

The inclusion of the writing request and adjustment of contract statements, as stated in 23 CFR 635.109. These elements enhance the procedural clarity and provide a structured mechanism for contractors to formally request a suspension of work and for the subsequent adjustment of contract

terms if deemed necessary. This proactive approach contributes to effective communication and resolution in the face of work suspensions.

In summary, Oklahoma's role model status in SOW processes is well-deserved, thanks to its dedicated specification section, explicit reasons for approval, and the inclusion of essential statements. By adopting similar practices, other states can enhance the transparency, efficiency, and fairness of their own procedures for managing work suspensions in construction projects.

## ***CHAPTER 5. Summary and Recommendations***

### **5.1. Summary**

The research findings reveal various insights. Firstly, it is crucial to note that extensions of time (EOT) and suspensions of work (SOW) are common occurrences due to the diverse delays encountered in construction projects, underscoring the importance of each state having a dedicated section for these topics in their Standard Specifications (SSs). Regarding EOT, seven states lack a specific section, warranting a recommendation for its inclusion to enhance clarity and accessibility for readers. Similarly, the three states lack a dedicated SOW section, a smaller but equally significant gap that should be addressed.

Furthermore, clarity regarding approval reasons is crucial. Four states lack clarity on EOT approval reasons, while twenty-one states lack clarity on SOW approval reasons. In the case of SOW, states often focus solely on including required statements such as the procedure statement and contract modifications, neglecting to specifically outline approval reasons. Among the specific approval reasons, "reasons beyond contractor's control" emerges as the most common for EOT, with forty-four states considering it. However, only twenty-three states provide clarity on which reasons fall

under this category, highlighting the importance of specificity to avoid ambiguity. For SOW, "failure to follow orders and contract provisions" and "weather conditions" are the most common reasons, included by 22 and 20 states, respectively. While weather conditions are also a reason for EOT, they are more prevalent in SOW, as adverse weather can directly impede project continuation, potentially leading to a suspension without necessarily resulting in a time extension.

Additionally, model states are proposed for EOT and SOW to guide other states and ensure comprehensive inclusion of approval reasons. Recommendations also include regular updates to SSs, as twenty-four states lack updates within the past three years, with the oldest update dating back to 2004, highlighting the need to stay current with evolving industry standards.

## **5.2. Guide for EOT (Specifications)**

Below is a model that encapsulates the best practices observed across all states, derived from the research comprehensive analysis. The state model in this case Hawaii, was used as a base for this guide of EOT section.

### **100.01 Extension of Time**

#### **Definitions**

**Contract time:** The time allowed under the Contract, including authorized time extensions, for the completion of all work by the Contractor.

**Extension of Time:** Request to move the completion date of a project due to causes that could not be foreseen at the time of contract signing. Follow procedure in section 100.01.

#### **Calculation of Contract Time**

Working day basis: "When the contract time is on a working day basis, the total contract time allowed for the performance of the work will be the number of working days shown in the contract

plus any additional working days authorized in writing as provided hereinafter. The count of elapsed working days to be charged against contract time, will begin from the date of notice to proceed, and will continue consecutively to the date of final acceptance.

When multiple shifts are used to perform the work, the State will not consider the hours worked over the normal eight working hours per day or night as an additional working day.”

Calendar day basis: “When the contract is on a calendar day basis, the total contract time allowed for the performance of the work will be the number of days shown in the contract plus any additional days authorized in writing as provided hereinafter. The count of elapsed days to be charged against contract time will begin from the date of notice to proceed and will continue consecutively to the date of final acceptance. The Engineer will exclude days elapsing between the orders of the Engineer to suspend work and resume work for suspensions not the fault of the Contractor.”

### **Reasons for approval Extension of Time**

“Whenever the Contractor believes that an extension of contract time is justified, the Contractor shall serve written notice on the Engineer not more than five working days after the occurrence of the event that causes a delay or justifies a contract time extension.”

“Contract time may be adjusted for the following reasons or events, but only if and to the extent the critical path has been affected:”

1. Delays Beyond Contractors control: Delays caused by:

- Acts of God
- Fire
- Earthquakes
- Floods
- Epidemics
- Quarantine restrictions
- Labor disputes impacting the contractor or the state
- Freight embargoes

(a) “In the written notice of delay to the Engineer, the Contractor describes effects on the completion date of the contract. The description of delays shall:

1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.
2. Include copies of pertinent documentation to support the time extension request.
3. Cite the anticipated period of delay and the time extension requested.
4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.”

(b) “The Contractor shall notify the Engineer in writing when the delay ends. Time extensions will be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.”

## 2. Unusually severe weather:

Weather that could not be predicted, that is unusual and severe.

(a) “In the written notice of delay to the Engineer, the Contractor describes effects on the completion date of the contract. The description of delays shall:

1. State specifically the reason or reasons for the delay and fully explain in a detailed chronology how the delay affects the critical path.

2. Include copies of pertinent documentation to support the time extension request.

3. Cite the anticipated period of delay and the time extension requested.

4. State either that the above circumstances have been cleared and normal working conditions restored as of a certain day or that the above circumstances will continue to prevent completion of the project.”

(b) “The Contractor shall notify the Engineer in writing when the delay ends. Time extensions will be the exclusive relief granted and no additional compensation will be paid the Contractor for such delays.”

## 3. Delivery delays of material equipment:

“For delays in delivery of materials or equipment, which occur as a result of unforeseeable causes beyond the control and without fault of the Contractor, its subcontractor(s) or supplier(s), time extensions shall be the exclusive relief granted and no additional compensation will be paid the Contractor on account of such delay.”

“The Contractor may be granted an extension of time provided that it complies with the following procedures:”

(a) The Contractor's written notice to the Engineer must describe the delays and state the effect such delays may have on the critical path.

(b) The Contractor, if requested, must submit to the Engineer within five days after a firm delivery date for the material and equipment is established, a written statement regarding the delay. The Contractor must justify the delay as follows:

1. State specifically all the reasons for the delay. Explain in a detailed chronology the effect of the delay on the critical path.
2. Submit copies of purchase order(s), factory invoice(s), bill(s) of lading, shipping manifest(s), delivery tag(s), and any other documents to support the time extension request.
3. Cite the start and end date of the delay and the time extension requested.

As observed, the model fulfills the following conditions, which were analyzed to be significant to include:

- **Definitions**
- **Working days and calendar days calculation of contract**
- **Clarity on how notice should be given to generate the extension.**
- **Emphasis on the fact that these reasons must affect the critical path of the project to be approved.**
- **List of reasons (the most common among the states were included, but more can be added)**
- **Clear explanation of the reasons**
- **Documents required when submitting the request.**
- **Specification of whether they are compensable or no**

### **5.3. Guide for SOW (Specifications)**

Below is a model that encapsulates the best practices observed across all states, derived from the research comprehensive analysis. The state model in this case Oklahoma, was used as a base for this proposed model.

#### **Definitions:**

**Suspension of work:** “The suspension of construction activities includes all operations that are not directed toward correction of erosion, sediment, and turbidity control best management practices, permanent stabilization, or returning the project to regulatory compliance.”

#### **100.01 Suspension of work ordered by the Engineer**

**Writing request:** “If the performance of all or any portion of the work is suspended or delayed by the Resident Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, Contract Time, or both is due as a result of such suspension or delay, submit to the Resident Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

**Adjustment of the contract:** “Upon receipt, the Resident Engineer will evaluate the Contractor’s request. If the Resident Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Resident Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Resident Engineer’s determination whether an adjustment of the Contract is warranted.

“A contract adjustment will not be allowed, unless the Contractor has submitted the request for adjustment within the time prescribed.”

“A contract adjustment will not be allowed under this clause to the extent that work performance would have been suspended or delayed by other causes or for which an adjustment is provided or excluded under other contract terms or conditions.”

Suspension of work may be approved for the following reasons or events, but only if and to the extent the critical path has been affected:

- Conditions the Resident Engineer considers unsuitable for the prosecution of the work,
- Correct conditions unsafe for the project personnel or public
- Periods of unsuitable weather

As observed, the model fulfills the following conditions, which were analyzed to be of foremost importance to include:

- **Definitions**
- **Writing request and adjustment of contract statement**
- **Clarity on how notice should be given to generate the extension.**
- **Emphasis on the fact that these reasons must affect the critical path of the project to be approved.**
- **List of reasons (the most common among the states were included, but more can be added)**
- **Clear explanation of the reasons**
- **Documents required when submitting the request.**
- **Specification of whether they are compensable or no**

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*APENDIX*

*APENDIX A: REASONS FOR  
EXTENSION OF TIME AND  
SUSPENSION OF WORK PER  
STATE*

## ***ALABAMA (AL)***

**DOT:** Alabama Department of Transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 108.09 Extension of Contract Time)

- Total cost exceeds the contract bid price.

“An extension of contract time will be granted in the event the total cost of the completed work exceeds the total contract bid price.”

- Reasons beyond the Contractors control

“If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this Article, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time”

- Utility Work performed by external entities, hindering normal construction operations.
- Recovery time
- Excessive material delivery time due to industry demands beyond supply capabilities.
- Unjust penalization due to delays in Departmental decisions.
- Occurrence of strikes during Contractor's good faith work, not caused by the Contractor.

- Delay by the agency in awarding contract or NTP

“When the notice to proceed is delayed more than 15 calendar days after execution of the contract, the date of completion will be extended the number of calendar days in excess of 15 days between the date of execution of the contract and the date of actual issuance of the notice to proceed.”

- Suspension of work ordered by Engineer

“Where work is suspended by order of the Engineer due to no fault of the Contractor, and time is not suspended, a time extension will be granted for the number of calendar days the work is so suspended.”

- Approval delays for railroad crossings

“A time extension will be granted as provided in Sub article 107.08(b).”

“All changes in approved plans and all work performed by the Contractor involving railroad crossings shall be subject to the inspection and approval of the chief engineer of the railroad company, or his authorized representative. Any precautions considered necessary by said chief engineer to safeguard the interests of the railroad company shall be taken by the Contractor without extra compensation.”

- Unable to complete work due to non-availability of working days.

“Should the Contractor, after exercising a concerted effort to diligently prosecute the work taking full advantage of every available workday, not be able to complete the work within the adjusted completion time because of non-availability of days in which work can be performed, the Department may consider an additional extension of time for the work.”

- Abnormal weather conditions & seasonal weather

“...to allow additional time to compensate for seasonal conditions, weather and other factors not under control of the Contractor.”

## **EOT Questions**

### ➤ Procedure of request

“The extended time for completion shall then be in full force and effect the same as though it were the original time for completion. If the Contractor disagrees with the decision of the Engineer, he may appeal directly, in writing, to the Director. The Director shall have final authority to approve or disapprove the request for an extension of time. The Director may, at his discretion, refer to the appeal to the Claims Committee for a recommendation before making his decision. Reference is made to Section 110, Claims. Time extension requests will not be referred to the Claims Appeal Board.”

### ➤ Contract time definition.

“The number of workdays or calendar days allowed for completion of the contract, including authorized time extensions.”

### ➤ Statement of contract in working days basis

“When the time set for completion of the work is a number of working days, extensions of contract time will be handled as outlined in Sub article (a) above.”

“If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify.”

### ➤ Statement of contract in calendar days basis

“When the time set for completion of the work is a number of calendar days or a calendar date, working days are not applicable.”

## **Reasons for suspension of work: (Article: 108.07 Temporary Suspension of Work)**

### • Failure to carry out orders/ contract provisions given.

“Failure on the part of the Contractor to carry out orders given or to perform any provision of the contract in which case time will be charged and no time extension will be granted.”

### • Abnormal weather conditions

“Unsuitable weather or other essential conditions of a highly unusual or unpredictable nature which he considers unfavorable for the suitable prosecution of the work in which case either time charges will be suspended, or a time extension will be granted.”

## **SOW Questions**

### ➤ SOW Definition (107.21 Stormwater Management. - e) Inspections and Corrective Actions)

“The suspension of construction activities includes all operations that are not directed toward correction of erosion, sediment, and turbidity control best management practices, permanent stabilization, or returning the project to regulatory compliance. ALDOT has the right to require the suspension of similar construction activities throughout the project should conditions and actions by the Contractor be deemed unacceptable by the Engineer.”

### ➤ Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of

such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

➤ Adjustment of contract statement

“If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly”

## **ALASKA (AK)**

**DOT:** Alaska Department of Transportation and Public facilities

**Most recent update of Ss:** 2020

**Reasons for extension of contract time:** (Article: 108-1.06 Contract time, extension of contract time and suspension of work)

- Reasons beyond the Contractors control

“The Department shall not pay additional compensation, but may extend Contract time only, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Contractor's control and are not the result of the Contractor's fault or negligence.”

Acts of God, acts of the public enemy, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes.

- Abnormal weather conditions

“Unusually severe weather.”

- Delays of subcontractors, suppliers, fabricators from causes beyond their control

“Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators.”

- Extra work

“If satisfactory fulfillment of the Contract requires extra work, the Department may extend. Contract time according to Subsection 104-1.02.”

### **EOT questions**

➤ Procedure of request

“The Contractor shall submit a request for a time extension to the Engineer within 10 days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim under Subsection 105-1.17.”

➤ Contract time definition.

“The time allowed under the Contract, including authorized time extensions, for the completion of all work by the Contractor.”

➤ Statement of contract in working days basis

N/A

➤ Statement of contract in calendar days basis

“When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor.”

**Reasons for suspension of work:** (Article: 108-1.06 Contract time, extension of contract time and suspension of work)

- Reasons beyond the Contractors control

“The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determine to be reasonable, necessary, in the public interest, or for the convenience of the Department.”

Acts of God, acts of the public enemy, Fires, Floods, Epidemics, Quarantine restrictions, Strikes, Freight embargoes.

- Failure to carry out orders/ contract provisions given.

“Failure to carry out Contract provisions, Failure to carry out orders given by the Engineer.”

- Abnormal weather conditions

“Unusually severe weather.”

- Failure to timely obtain materials, equipment, or services.

“p. Failure to timely obtain materials, equipment, or services.”

- Delays of subcontractors, suppliers, fabricators from causes beyond their control

“Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators.”

## **SOW Questions**

- SOW Definition

N/A

- Writing request statement

“Following an oral order of suspension, the Engineer will promptly give written notice of suspension to the Contractor. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions.”

- Adjustment of contract statement

N/A

- Suspension compensated (641-3.04 FAILURE TO PERFORM WORK)

“No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer’s suspension of work.”

## **ARIZONA (AZ)**

**DOT:** Arizona Department of Transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article: 108.08 Determination and extension of contract time)

- Reasons beyond the Contractors control

“If the contractor requests additional time and if the Engineer finds that the work activities controlling overall job progress and the projected completion date were delayed because of conditions beyond the control and without the fault of the contractor, and could not have been anticipated by the contractor, the Engineer may extend the time for completion in such amount as the conditions justify”

- Nationwide shortage of basic materials

“If a nationwide shortage exists in basic materials or standard items which are necessary in the fabrication or manufacture of equipment, parts or articles to meet the specific requirements of the project, a serious widespread shortage of such equipment, parts or articles may be considered as a valid reason for the extension of contract time.”

### **EOT Questions**

- Process of request  
N/A

- Contract time definition.

“The number of working days or calendar days allowed for completion of the contract, including authorized time extensions.”

- Statement of contract in working days basis

“When the contract time is on a working day basis, the Engineer will furnish the contractor a weekly statement showing the number of days charged to the contract for the preceding week and the number of days specified for completion of the contract. The contractor will be allowed one week after the contractor has received the statement in which to file a written protest with the Engineer setting forth in what respect such weekly statement is incorrect; otherwise, the statement shall be deemed to have been accepted by the contractor as correct.”

- Statement of contract in calendar days basis

“When the contract time is on a calendar day basis, it shall consist of the number of calendar days stated in the contract counting from the starting date and including all Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work for suspensions not the fault of the contractor will be excluded.”

**Reasons for suspension of work:** (Article:)

- Seasonal weather

“It is the responsibility of the contractor to request a suspension of the construction work for the winter season.”

## SOW Questions

- SOW Definition  
N/A

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer, in writing, a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether an adjustment of the contract is warranted.”

## **ARKANSAS (AR)**

**DOT:** Arkansas state Highway and Transportation department

**Most recent update of Ss:** 2014

**Reasons for extension of contract time:** (Article: 108.06 Determination of Time of Completion and Extension)

- Work order delayed beyond thirty calendar days after the execution of the contract.

“On fixed completion date projects, if the Work Order is not issued within thirty calendar days after the execution of the Contract. An extension of time will be given based on the number of days delayed beyond the thirty calendar days.”

- Reasons beyond contractors’ control

“On fixed completion date projects, for time elapsing between the effective dates of any order from the Engineer for a complete or partial suspension of the work, when such suspension is due to no fault of the Contractor.”

- Total cost exceeds the contract bid price.

“On fixed completion date projects, if the total dollar value of accumulated current estimates or the final estimate, exclusive of incentives and disincentives, exceeds the dollar value of the total contract bid, the completion date will be extended by the number of calendar days obtained by multiplying the contract time as set forth in the Contract by that percentage that the dollar value of the estimate exceeds the dollar value of the total contract bid.”

### **EOT Questions**

- Process of request

“Additional contract time may be allowed in an amount equal to the actual lost time resulting from such delay. To obtain additional contract time, the Contractor shall document and file with the Engineer all evidence pertaining to the original agreement with the material supplier or manufacturer. This evidence must indicate that delivery would be made at or before the time the materials would be needed in the normal sequence of construction operations for incorporation in the work.”

- Contract time definition.

“The number of working days allowed for completion of the Contract.”

- Statement of contract in working days basis

“On jobs on which time is specified in working days, the contract time will be increased in the same proportion that the total dollar value, exclusive of incentives and disincentives, exceeds the total contract bid.”

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 108.05 Temporary suspension of work)

- Unusually severe weather

“The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather...”

- Unfavorable conditions for suitable prosecution of the work

“The Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work.”

**SOW Questions**

- SOW Definition  
N/A

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for a period of time not originally anticipated, customary, or inherent to the construction industry and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within ten (10) business days of the receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly.”

## ***CALIFORNIA (CA)***

**DOT:** California state transportation agency

**Most recent update of Ss:** 2018

**Reasons for extension of contract time:** (Article:8-1.07B Time Adjustments)

- Critical delays

“The Department may make a time adjustment for a critical delay.”

Definition of critical delay: “Excusable delay that extends the scheduled completion date.”

### **EOT Questions**

- Process of request

N/A

- Contract time definition.

“Number of original working days as adjusted by any time adjustment.”

- Statement of contract in working days basis

N/A

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 8-1.06 SUSPENSIONS)

- Unfavorable conditions for suitable prosecution of the work

“The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress.”

- Failure to carry out orders/ contract provisions given.

“The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part.”

- Unusually severe weather

“The Engineer may suspend work wholly or in part due to your failure to (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur.”

- Writing request statement

N/A

- Adjustment of contract statement

N/A

## ***COLORADO (CO)***

**DOT:** Colorado Department of Transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article: 108.08 Determination and Extension of Contract time)

- Reasons beyond Contractor control

“A delay that was beyond the Contractor’s control and was not due to the Contractor’s fault or negligence. The Department may grant a contract time extension for an excusable delay.”

- Unusually severe weather

“Contract time allowed for the performance of the work may be extended for delays due to force majeure (i.e., acts of God, acts of the public enemy, terrorist acts, fires, floods, area wide strikes, embargoes, or unusually severe weather)”

### **EOT Questions**

- Process of request

“The Contractor shall orally notify the Engineer as soon as the Contractor recognizes a potential project delay. The Contractor or Engineer shall document the discussion in writing. This discussion and documentation are not considered official notice of a delay. The Contractor shall provide a written notice of delay within seven days of determining the need for additional contract time. The notice of delay shall describe the nature and specific cause of the delay. Failure to submit the written notice of delay within seven days constitutes a waiver of entitlement to additional time or compensation.”

- Contract time definition.

“The number of workdays or calendar days allowed for completion of the Contract, including authorized time extensions. Where a calendar date of completion is specified, the Contract shall be completed on or before that date.”

- Statement of contract in working days basis

“When the work is on a working day basis, one whole day of contract time will be assessed for each working day on which the work can be effectively prosecuted during six hours or more of the day. One-half day will be assessed for each working day on which the work can be effectively prosecuted for at least two hours but less than six hours of the day. The contract time will not be assessed when the work can be effectively prosecuted for less than two hours. Saturdays, Sundays, and holidays will be assessed as workdays when the Contractor utilizes such days for prosecuting the work.”

- Statement of contract in calendar days basis

“When the work is on a calendar day basis, one calendar day of contract time will be assessed for each calendar day from the date that Contract time starts including Saturdays, Sundays, and holidays. Less than full time charges may be allowed for inclement weather only when the Engineer directs the Contractor not to work for the safety of the traveling public. When less than full time charges are to be assessed, the following procedures will be followed: One whole day of contract time will be assessed for each calendar day on which the work is prosecuted during six hours or more of the Contractor’s daily working schedule;

one-half day will be assessed for each calendar day on which the work is prosecuted for at least two hours but less than six hours of the day; contract time will not be assessed when the work is prosecuted for less than two hours.”

**Reasons for suspension of work:** (Article: 105.01 Authority of the Engineer.)

- Unusually severe weather

“(4) For periods of unsuitable weather.”

- Convenience of the state

“(6) For any other condition or reason determined to be in the public interest.”

- Failure to carry out orders/ contract provisions given.

“(2) For failure to carry out Contract provisions. (3) For failure to carry out orders.”

- Unfavorable conditions for suitable prosecution of the work

“(5) For conditions unsuitable for the prosecution of the work.”

- Unsafe conditions for the project personnel or public

“(1) For failure of the Contractor to correct conditions unsafe for the workmen or the general public.”

➤ Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, contract time, or both are due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

➤ Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost, time required, or both for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination whether an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribe.”

## **CONNECTICUT (CT)**

**DOT:** State of Connecticut department of transportation

**Most recent update of Ss:** 2020

**Reasons for extension of contract time:** (Article: 1.08.08-Extension of time)

- Extra work

“The Contractor may present to the Engineer a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work...”

- Reasons beyond Contractor control

“Or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.”

- Unusually severe weather

“...except for weather or seasonal conditions (unless extraordinary and catastrophic.”

- Delays caused by the state.

“For delays caused by the State in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays.”

### **EOT Questions**

- Process of request

“Requests for an extension of time, with adequate substantiation, must be presented within sixty calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested. This shall include a Critical Path Method Schedule Analysis and accompanying narrative that includes the specific dates and number of days for which the extension is sought, the basis or bases for the extension, and the schedule analysis illustrated in a graphic representation of the schedule impacts such as a bar chart or other type of graphical schedule”

- Contract time definition.

N/A

- Statement of contract in working days basis

N/A

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 1.08.06-Suspensions of Work Ordered by the Engineer)

- Convenience of the state

“The Engineer may suspend the Project wholly or in part, for such period or periods as the Engineer considers to be in the best interests of the State...”

- Unsafe conditions for the project personnel or public

“...including, but not limited to, the interests of public necessity, convenience, or safety.”

➤ Writing request statement

“If the Engineer orders in writing that performance of all or any portion of the Project shall be suspended, or that it shall be delayed for an unreasonable period of time (not customary, within the scope of possibilities that an experienced contractor should know might occur on a construction project, or inherent in the nature of construction activities), and if the Contractor believes that additional compensation or Contract time is due to it as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for a related Contract adjustment within 7 calendar days of the Contractor’s receipt of a direction from the Engineer to resume work. The request shall set forth the specific reasons and support for the requested adjustment.”

➤ Adjustment of contract statement

“If the Engineer agrees that the expenditures or time required for the Contractor’s performance of the Contract have increased as a result of such suspension or delay, and if the suspension or delay was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and was not caused by weather, the Engineer will make an appropriate adjustment (excluding any profit) of the written terms of the Contract. The Engineer will give the Contractor written notice of his determination as to whether the requested adjustment of the Contract is warranted and will be made.”

***DISTRICT OF COLUMBIA (DC)***

**DOT:** District of Columbia department of transportation

**Most recent update of Ss:** 2013

**Reasons for extension of contract time:** (Article:)

**ARTICLE 12 INSPECTION AND ACCEPTANCE** :“Should it be considered necessary or advisable by the Chief Engineer at any time before acceptance of the Work, either in part or in its entirety, to make an examination of Work completed, by removing or tearing out same, the Contractor shall, on request promptly furnish all necessary facilities, labor and material to do same. If such Work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the Work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.”

**105.05 COOPERATION WITH UTILITY RELOCATION:** It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them. Should the Contractor be granted a time extension for third party utility delays beyond his control, the time granted shall be the sole remedy and no form of compensation will accompany the time extension.

**106.10 MATERIAL SHORTAGES:** Reasonable time extensions, exclusive of further compensation, for delays due to such products being in short supply, may be granted only if delays are beyond the control of the Contractor, fabricator, or supplier and written evidence of such delays, satisfactory to the Chief Engineer, is submitted concurrently with the delays and not after the fact.

**107.05 RAILWAY-HIGHWAY PROVISIONS:** The Department may consider an authorized time extension as a remedy to any third-party railroad or transit agency delay.

- Process of request  
N/A

- Contract time definition.

“The number of Calendar Days allotted in the Contract Documents for the duration of the Project.”

- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: ARTICLE 26 SUSPENSION OF WORK)

- Convenience of the state

“The Contracting Office may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the district.”

- Writing request statement

“If the performance of all or any portion of the Work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for adjustment within seven (7) Calendar Days of receipt of the notice to resume Work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Contracting Officer will evaluate the Contractor’s request. If the Contracting Officer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contracting Officer will notify the Contractor of the determination of whether an adjustment of the Contract is warranted.”

## ***DELAWARE (DE)***

**DOT:** The state of Delaware department of transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 108.7 Extension of Contract time)

- Reasons beyond Contractors control

“The Department will only extend the contract time if the contractor experiences an excusable delay to work on the critical path shown on the approved progress schedule that delays the scheduled substantial completion date based on the contract time.”

- Extra work

“The Department will pay for extra work in accordance with Section 109.4, Compensation for Changes, and will provide a time extension for this work in accordance with Section 108.7, Extensions of Contract Time.”

### **EOT Questions**

- Process of request

“e. When submitting a request for a time extension, comply with the following requirements: i. Use time impact analysis (TIA) to identify and measure critical delays that have not yet occurred. Do not use this method to evaluate delays that have already occurred. In general terms, perform a TIA as follows: (1) Develop a “mini” schedule for the changed work. This schedule is known as a fragment; (2) identify the current accepted schedule and record the scheduled completion date on that schedule; (3) insert the fragment into the current schedule by properly linking the fragment with the existing activities in the current accepted schedule; (4) recalculate the current schedule with the fragment inserted and record this scheduled completion date; (5) the difference in the calculated scheduled completion dates between the current schedule and the schedule calculated with a properly inserted and properly composed fragment is the delay attributable to the changed work. The engineer will base the time extension due, if any, on this delay.”

- Contract time definition.

“The number of working days or calendar days provided in the contract for substantial completion of the project.”

- Statement of contract in working days basis

“The engineer will measure contract time extensions using working days for working day contracts and calendar days for calendar day contracts.”

- Statement of contract in calendar days basis

“The engineer will measure contract time extensions using working days for working day contracts and calendar days for calendar day contracts.”

**Reasons for suspension of work:** (Article: 104.2 Contract Changes. Part D suspension of work ordered by the engineer)

- Unusually severe weather

“5. Failure to maintain artificial climate controls will be cause suspension of work until weather dictates that artificial climate controls are not needed.”

- Writing request statement

“If the Department suspends or delays performance of all or any portion of the work in writing for an unreasonable period of time not originally anticipated, customary, or inherent to the construction industry and the contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer notice in accordance with Section 104.3, Notification of Contract Changes. The contractor shall then submit a request for adjustment within seven calendar days after receiving the notice to resume work. The contractor’s request shall set forth the reasons and support for the adjustment.”

- Adjustment of contract statement

“Upon receipt of notice, the engineer will evaluate the contractor’s request. If the engineer agrees that the cost or time required for contract performance increased as a result of a suspension, and the suspension is excusable and compensable in accordance with Section 108.7, Extensions of Contract Time, the engineer will make an adjustment, excluding profit, and will modify the contract in writing accordingly. The engineer will notify the contractor of the determination whether an adjustment is warranted.”

## **FLORIDA (FL)**

**DOT:** Florida department of transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 8-7.3.2 Contract time extensions)

- Reasons beyond Contractors control

“The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid.”

- Delays because of failure by the Department to fulfill an obligation under the Contract.

“When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.”

- Unusually severe weather

“The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions.”

- Delivery delays of materials/ equipment

“The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier.”

### **EOT Questions**

- Process of request

“A preliminary request for an extension of Contract Time must be submitted in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely, and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.”

- Contract time definition.

“The number of calendar days allowed for completion of the Contract work, including authorized time extensions.”

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 8-6.1 Authority to Suspend Contractor's Operations)

- Comply with any term or condition of the Contract.

“1. The Contractor fails to comply with the Contract Documents.”

- Failure to carry out orders/ contract provisions given.

“2. The Contractor fails to carry out orders given by the Engineer.”

- Unfavorable conditions for suitable prosecution of the work

“3. The Contractor causes conditions considered unfavorable for continuing.”

- Writing request statement

N/A

- Adjustment of contract statement

N/A

## **GEORGIA (GA)**

**DOT:** Georgia department of transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article 108.07.D Extension of Contract Time)

- Reasons beyond Contractors control

“If the normal progress of the work is delayed for reasons beyond his control, the Contractor shall, within 15 days after the start of such delay, file a written request to the Engineer for an extension of time...”

- Extra work

“If satisfactory fulfillment of the Contract requires performance of work in greater quantities than those set forth in the Proposal, the Contract time allowed for performance shall be extended on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer, whose decision shall be final and conclusive.”

### **EOT Questions**

- Process of request

“...the Contractor shall, within 15 days after the start of such delay, file a written request to the Engineer for an extension of time setting forth therein the reasons and providing complete documentation for the delay which he believes will justify the granting of his request.”

- Contract time definition.

“The number of available days or calendar days allowed for the completion of the Contract, including authorized time extensions.”

- Statement of contract in working days basis

N/A

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 108.06 Temporary Suspension of Work)

- Unusually severe weather

“The Engineer has the authority to suspend the work wholly or in part, for as long as he may deem necessary, because of unsuitable weather.”

- Failure to carry out orders/ contract provisions given.

“...or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract.”

- Unfavorable conditions for suitable prosecution of the work

“...or other conditions considered unfavorable for continuing the work.”

➤ Writing request statement  
N/A

➤ Adjustment of contract statement  
N/A

“: No additional compensation will be paid the Contractor because of suspension.”

## ***HAWAII (HI)***

**DOT:** Hawaii department of transportation

**Most recent update of Ss:** 2005

**Reasons for extension of contract time:** (Article: 108.05. B Modification of Contract time)

- Extra work

“Additional time to perform the extra work will be added to the time allowed in the contract without regard to the date the change directive was issued, even if the contract completion date has passed.

- Delays caused by the state.

“Changes in the Work, Additional Work, and Delays Caused by the State: The Contractor believes that an extension of time is justified on account of any act or omission by the State, and is not adequately provided for in a field order or change order, it must request the additional time as provided above.”

- Delay for permits.

“(2) Delay for Permits: For delays in the routine application and processing time required to obtain necessary permits, including permits to be obtained from State agencies, on the condition that the delay is not caused by the Contractor, and provided that as soon as the delay occurs, the Contractor notifies the Engineer in writing that the permits are not available. Time extensions will be the exclusive relief granted on account of such delays.”

- Reasons beyond Contractors control

“(3) Delays Beyond Contractor’s Control.”

- Delivery delays of materials/ equipment

“(4) Delays in Delivery of Materials or Equipment.”

- Delays for suspension of work

“When the performance of the work is totally suspended for one or more days (calendar or working days, as appropriate) by order of the Engineer in accordance with Subsections 108.10(A)(1), 108.10(A)(2), or 108.10(A)(5) the number of days from the effective date of the Engineer’s order to suspend operations to the effective date of the Engineer’s order to resume operations shall not be counted as contract time and the contract completion date will be adjusted.”

### **EOT Questions**

- Process of request

“Whenever the Contractor believes that an extension of contract time is justified, the Contractor shall serve written notice on the Engineer not more than five working days after the occurrence of the event that causes a delay or justifies a contract time extension.”

- Contract time definition.

“The number of calendar or working days provided for completion of the contract, inclusive of authorized time extensions.”

➤ Statement of contract in working days basis

“When the contract time is on a working day basis, the total contract time allowed for the performance of the work will be the number of working days shown in the contract plus any additional working days authorized in writing as provided hereinafter.”

➤ Statement of contract in calendar days basis

“When the contract is on a calendar day basis, the total contract time allowed for the performance of the work will be the number of days shown in the contract plus any additional days authorized in writing as provided hereinafter.”

**Reasons for suspension of work:** (Article: 108.10 Suspension of Work)

• Unusually severe weather

“(1) Weather”

• Unfavorable conditions for suitable prosecution of the work

“Soil conditions considered unsuitable for prosecution of the work.”

• Redesign is necessary by the engineer.

“(2) Whenever a redesign that may affect the work is deemed necessary by the Engineer.”

• Unacceptable noise or dust arising from the construction.

“(3) Unacceptable noise or dust arising from the construction even if it does not violate any law or regulation.”

• Unsafe conditions for the project personnel or public

“(a) Correct conditions unsafe for the general public or for the workers.”

• Failure to carry out orders/ contract provisions given.

“(b) Failure to carry out orders given by the Engineer; c) Perform the work in strict compliance with the provisions of the contract.”

• Convenience of the state

“(5) The convenience of the State.”

➤ Writing request statement

N/A

➤ Adjustment of contract statement

“If the performance of all or part of the work is suspended for reasons beyond the control of the Contractor except an adjustment shall be made for any increase in cost of performance of this contract (excluding profit) necessarily caused by such suspension, and the contract modified in writing accordingly.”

## **IDAHO (ID)**

**DOT:** Idaho transportation department

**Most recent update of Ss:** 2018

**Reasons for extension of contract time:** (Article: 108.07 Extension of Contract Time)

- Reasons beyond Contractors control

“1. Delays due to floods, tornadoes, lightning strikes, earthquakes, or other cataclysmic natural phenomena. 4. Delays due to civil disturbances. 5. Delays from fires or epidemics. 6. Delays from labor strikes that are beyond the Contractor’s, its subcontractor’s, or supplier’s power to settle and are not caused by the Contractor’s, its subcontractor’s, or supplier’s improper acts or omissions. 8. Delays due to acts of the government or a political subdivision other than the Department. 9. Delays from damage to temporary or permanent work.”

- Unusually severe weather

“For calendar day and completion date contracts, the contract time will be extended 1 day for each lost critical path workday caused by weather that exceeds the reasonably anticipated weather days per month.”

- Delivery delays of materials/ equipment

“3. Unavoidable material delivery delays resulting from freight embargoes, government acts, or area-wide material shortages. This applies to the Contractor and its subcontractors or suppliers. Delays due to the Contractor’s and its subcontractors or suppliers, insolvency, or mismanagement are not excusable.”

- Increased quantities

“7. Added quantities that delay work on the critical path.”

### **EOT Questions**

➤ Process of request  
N/A

➤ Contract time definition.  
“The time allowed by the contract for substantial completion of the work.”

➤ Statement of contract in working days basis  
N/A

➤ Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 105.01 Authority of the Engineer and Suspension of Work)

- Convenience of the State

“The Engineer may order the Contractor in writing to suspend, delay, or interrupt the work for a condition or reason considered to be in the Department’s best interest.”

- Failure to carry out orders/ contract provisions given.

“3. Comply with the Engineer’s direction.”

- Unfavorable conditions for suitable prosecution of the work

“2. Complete contract provisions”

- Unsafe conditions for the project personnel or public

“1. Correct conditions unsafe for project personnel or the public.”

- Writing request statement

“If the performance of work is suspended or delayed by the Engineer in writing for an unreasonable period of time (i.e., not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional pay and/or contract time are due as a result of such suspension or delay, the Contractor will submit in writing a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request will set forth the reasons and support for the adjustment.”

- Adjustment of contract statement

“On receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time are required for contract performance has increased as a result of the suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier and not caused by weather, the Engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether a contract adjustment is warranted.”

## ***ILLINOIS (IL)***

**DOT:** Illinois Department of Transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 108.08 Determination and extension of contract time)

- Reasons beyond Contractor control

“In the event of delay in the work beyond the reasonable control of the Contractor”

- Unusually severe weather

“Extraordinary conditions of weather for the area and time of year with the understanding that the completion time contemplated by this contract anticipates a certain number of lost days due to normal weather conditions,”

- Delays caused by the State.

“Delay by the Department in making the site available; or in furnishing any items required to be furnished to the Contractor by the Department;”

- Delivery delays of materials / equipment

“8) Material delivery delay caused by strikes, lockouts, wrecks, or freight embargoes.”

- Extra work

“If the Department finds that the quantities of work done, or to be done, are in excess of the estimated quantities by an amount sufficient to warrant additional time, it may grant an extension of time for completion which appears reasonable and proper.”

- Process of request  
N/A

- Contract time definition.

“The number of working days, calendar days, or combination allowed for completion of the contract, including authorized time extensions.”

- Statement of contract in working days basis

“Working Days. When the contract provides a specified number of working days, it is understood that completion of the work within the specified number of working days is an essential part of the contract. The Contractor’s plea that insufficient time was specified is not a valid reason for extension of time.”

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.07 Suspension of work)

- Reasons beyond Contractors control

“...other conditions at the site of the work make for circumstances beyond the Contractor’s control.”

- Unusually severe weather

“The Engineer shall have authority to suspend the work whole or in part, when unsuitable severe weather conditions.”

- Failure to carry out orders/ contract provisions given.

“When the Contractor does not comply with the contract or orders of the Engineer.”

- Unfavorable conditions for suitable prosecution of the work

“Reasons which are unfavorable for the satisfactory performance of the work.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“If the Engineer agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly.”

## **INDIANA (IN)**

**DOT:** Indiana Department of Transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 108.08 Determination and extension of contract time (a) Excusable, Non-compensable delays)

- Reasons beyond Contractor control

“1. Delays due to acts of the public enemy, civil disturbances, acts of Government or political subdivision other than the Department. 2. Delays due to floods, lightning strikes, tornadoes, earthquakes, or other cataclysmic phenomena of nature. 3. Delays due to fires or epidemics. 500 4. Delays due to labor strikes that are beyond the Contractor’s reasonable power to settle.”

- Unusually severe weather

“6. Delays due to above normal inclement weather as defined in 101.02.”

- Delivery delays of materials/ equipment

“5. Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts or wide-area material shortages. Delays due to the Contractor’s, subcontractor’s or supplier’s insolvency or mismanagement are not excusable.”

- Increased quantities

“7. Delays due to changes in quantities that are not significant changes as defined in 104.02(c).”

### **EOT Questions**

- Process of request

“If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified prior to the expiration of the contract time, a written request in accordance with 105.16 may be made for an extension of time setting forth therein the reasons which will justify the granting of the request.”

- Contract time definition.

“The number of workdays or calendar days allowed for completion of the contract or phase of the contract, including authorized time extensions.”

- Statement of contract in working days basis

“If the contract time is on a work day basis, as defined in 101.77, a weekly statement showing the number of days charged to the contract to date and for the preceding week, the number of days specified for completion of the contract, and the days remaining and the controlling operation will be furnished.”

- Statement of contract in calendar days basis

“If the contract time is on a calendar day basis, it shall consist of the number of calendar days stated in the contract including all Sundays, holidays, and non-workdays counting from the date of the notice to proceed.

All calendar days elapsing between the effective dates of any orders to suspend work and to resume work for suspensions not the fault of the Contractor will be excluded.”

**Reasons for suspension of work:** (Article:729.09 Suspension of work)

- Unusually severe weather

“The suspension of work will only apply while adverse weather conditions exist at the project location.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost and/or time required for the performance of the contract has 90 increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer’s determination whether an adjustment of the contract is warranted.”

## ***IOWA (IA)***

**DOT:** Iowa department of transportation

**Most recent update of Ss:** 2015

**Reasons for extension of contract time:** (Article: 1108.07 EXTENSION OF CONTRACT PERIOD)

- Extra work

“An extension of the contract period will be granted by the Engineer for additional work requiring additional construction time that adds additional work to the controlling item of work.”

### **EOT Questions**

- Process of request  
N/A

- Contract time definition.

“The number of working days allowed for completion of the contract, including authorized time extensions.”

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 1108.06 Temporary suspension of work)

- Unusually severe weather

“Work shall be suspended wholly or in part when, in the opinion of the Engineer, weather...”

- Failure to carry out orders/ contract provisions given.

“Work shall also be suspended at the direction of the Engineer pending settlement of disputes arising out of failure of the Contractor to comply with provisions of the contract.”

- Unfavorable conditions for suitable prosecution of the work

“Other conditions are unfavorable to its satisfactory prosecution.”

- Writing request statement  
N/A
- Adjustment of contract statement  
N/A

## **KANSAS (KS)**

**DOT:** Kansas department of transportation

**Most recent update of Ss:** 2015

**Reasons for extension of contract time:** (Article: 104.10 Time Extensions in the contract adjustment request)

- Reasons beyond Contractor control

“Governs time extensions for Acts of God.”

- Unusually severe weather

“And other unusually severe weather events unrelated to Contract Changes.”

### **EOT Questions**

- Process of request  
N/A

- Contract time definition.

“The time set forth in the Contract Documents (including authorized extensions) for completing all work on the Project, expressed as working days, calendar days, specific calendar completion dates, or a combination thereof. See also Interim Contract Time.”

- Statement of contract in working days basis

“On working day contracts, include in the contract adjustment request, submitted under subsection 104.8, all additional days caused by a Contract Change and all working days disputed because of a Contract Change. Submit a detailed narrative describing the delay in operations and an updated progress schedule to support the claimed time extension.”

- Statement of contract in calendar days basis

“On calendar day or calendar completion date projects, identify the additional time associated with a Contract Change. Submit a detailed narrative describing the delay in operations and describing the acceleration efforts necessary to overcome the delay.”

**Reasons for suspension of work:** (Article: 104.7 Temporary suspension of work)

- Reasons beyond Contractor control

“An Act of God as provided in subsection 108.6c.(3) (calendar day contracts).”

- Unusually severe weather

“Unusually severe weather as provided in subsection 108.6c.(2) (calendar day contracts)”

- Seasonal weather

“An agreement to suspend the Project for a winter shutdown period as provided in subsection 108.5d.(6)”

- Writing request statement  
N/A
- Adjustment of contract statement  
N/A

## ***KENTUCKY (KY)***

### **DOT:**

**Most recent update of Ss:** 2019

**Reasons for extension of contract time:** (Article: 108.07 DETERMINATION AND EXTENSION OF CONTRACT TIME.)

- Reasons beyond Contractors control

“The Engineer will not allow any extension of time for weather or resulting conditions, except for delays caused by earthquakes, tornadoes, or other similar catastrophic forces.”

- Extra work

“When the final Contract cost is greater than the original Contract cost because of net increases in the original quantities or the addition of items, the Engineer will grant an extension of the Contract time.”

- Total cost exceeds the contract bid price.

“When the final Contract cost is greater than the original Contract cost because of net increases in the original quantities or the addition of items, the Engineer will grant an extension of the Contract time.”

### **EOT Questions**

- Process of request  
N/A

- Contract time definition.

“The number of working days or calendar days allowed for completion of the Contract. When a calendar date of completion is shown in the Bid Proposal instead of a number of working or calendar days, complete the Contract by that date.”

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.08 Suspension of work)

- Convenience of the state

“The Engineer may order the Contractor in writing to suspend, delay or interrupt all or part of the work for such period of time as the Engineer may determine to be appropriate for the convenience of the Commonwealth.”

- Writing request statement

“When the Engineer suspends or delays the performance of work, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or Contract time is due because of the suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for an adjustment within 7 calendar days of receipt of the notice to resume work. Include the reasons and support for the adjustment in the request.”

- Adjustment of contract statement

If the Engineer agrees that the cost or time required for the performance of the Contract has increased because of the suspension and the cause of the suspension was beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing, accordingly.

## LOUISIANA (LA)

**DOT:** Louisiana department of transportation & development

**Most recent update of Ss:** 2016

**Reasons for extension of contract time:** (Article: 108.07 Determination and extension of contract time)

- Reasons beyond Contractors control

“If the contractor finds it impossible, for reasons beyond the contractor's control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, the contractor shall, at the time the delay occurs make written request to the engineer for an extension of time setting forth therein the reasons which justify granting the request.”

- Process of request

“Such written request shall conform to the requirements of EDSM III.1.1.28. If the request does not so conform, the contractor hereby agrees to and shall be deemed to have expressly waived any claim for such additional time.”

- Contract time definition.

- Statement of contract in working days basis

N/A

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 104.02.2 Suspensions of work ordered by the engineer)

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- Adjustment of contract statement

“Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly.

## **MAINE (ME)**

**DOT:** Department of transportation Maine

**Most recent update of Ss:** 2020

**Reasons for extension of contract time:** (Article: 109.5.2 Entitlement to Adjustments)

- Reasons beyond Contractors control

“(2) a flooding event at the affected location of the Project, (3) An Uncontrollable Event”

- Unusually severe weather

“(1) a weather-related Event of such an unusually severe nature that a Federal Emergency Disaster is declared.”

### **EOT Questions**

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 107.5 Suspension of work)

- Seasonal weather

“The Contractor may request in writing that the Department approve a Winter Suspension.”

- Reasons beyond Contractors control

“Upon request of the Contractor or upon its own initiative, the Department may suspend the Work due to Uncontrollable Events.”

\*Failure to carry out orders/ contract provisions given

“The Department may suspend the Work if the Contractor violates any provision of the Contract that may affect the quality, cost, timeliness or Conformity of the Work.”

- Convenience of the state

“The Department may suspend the Work for any other reason it determines is in the best interest of the Department.”

- Writing request statement  
N/A
- Adjustment of contract statement  
N/A

## **MARYLAND (MD)**

**DOT:** Maryland Department of Transportation State Highway Administration

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article: 5.05 DETERMINATION AND EXTENSION OF CONTRACT TIME)

- Increased quantities

“If satisfactory fulfillment of the Contract with extensions and increases authorized under GP-4.04 (Variations in Estimated Quantities) and changes specified in the General Provisions require the performance of work in greater quantities than specified in the Invitation for Bids, the Contract time allowed for performance may be adjusted based on the quantities, cost, and the nature of the work involved.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 8.07 SUSPENSION OF WORK)

- Convenience the State

“The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time as the procurement officer may determine to be appropriate for the convenience of the State.”

- Writing request statement  
N/A
- Adjustment of contract statement

“If the performance of all or any part of the work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the procurement officer in the administration of this Contract, or by the procurement officer’s failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by an unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.”

## **MASSACHUSETTS (MA)**

### **DOT: Massachusetts department of transportation**

#### **Most recent update of Ss: 2021**

**Reasons for extension of contract time:** (Article: 8.10: Determination and Extension of Contract Time for Completion (Time Extensions))

- Extra work

“Each extra work order (EWO) proposal shall include an evaluation of the impact of the EWO on contract time, expressed in calendar days. If there is no impact to the contract time as a result of the EWO, the EWO shall indicate this by stating that zero calendar days of additional time is being requested.”

- Delays caused by the state.

“If any part of the Work is delayed or suspended by the Department, the Contractor will be granted a time extension to complete the Work or any portion of the Work only if entitlement to this time extension has been clearly demonstrated by a documented time entitlement analysis.”

- Increased quantities

“Increased quantities of work may be considered as the basis for a time extension.”

- Reasons beyond Contractors control

“When delays occur due to reasonable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to: “Acts of God”; war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing; acts of the Government; acts of the State or any political subdivision thereof; acts of other contracting parties over whose acts the Contractor has no control; fires; floods; epidemics....”

- Process of request

“When the Contractor submits a request for a time extension, placing the Department on notice of a delay due to any of the causes listed in Subsection 8.10: Determination and Extension of Contract Time for Completion (Time Extensions), Part B, it shall be submitted in writing to the Engineer within 15 calendar days after the start of the delay. No time extension will be granted if a request for a time extension is not filed within fifteen calendar days after the start of the delay.”

- Contract time definition.

“The number of days allowed for the completion of the Contract.”

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 8.09: Delay and Suspension of Work)

- Reasons beyond Contractors control

“The Engineer shall have the authority to delay the commencement of the work and delay or suspend any portion thereof; for such period or periods as they may deem necessary because of conditions beyond the control of the Commonwealth, or the Contractor; or beyond the control of the Commonwealth and the Contractor.”

- Failure to carry out orders/ contract provisions given.

“... for the failure of the Contractor to correct conditions unsafe for the general public; for failure to carry out provisions of the Contract; for failure to carry out orders...”

- Unfavorable conditions for suitable prosecution of the work

“For causes and conditions considered unsuitable for the prosecution of the work.”

- Writing request statement  
N/A

- Adjustment of contract statement  
N/A

## ***MICHIGAN (MI)***

### **DOT: MICHIGAN DEPARTMENT OF TRANSPORTATION**

**Most recent update of Ss: 2012**

**Reasons for extension of contract time:** (Article: 108.07. Extension of Time on Workday Contracts)

- Increased quantities

“If, on a controlling operation, there is an increase in the quantities set forth in the contract and this is not offset by decreases in similar pay.”

- Extra work

“B. If there is extra work that delays a controlling operation, as shown on the progress schedule, the time extension will be the time the extra work delayed the controlling operation.”

- Reasons beyond Contractors control

“If there are delays due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including but not limited to the following, the time extension will be the duration of the delay to the controlling operation.”

- Delivery delays of materials equipment

“Delayed delivery of the materials specified and approved for the project when the Contractor identifies, and the Department verifies that the delay is an industry-wide shortage of materials.”

- Unusually severe weather

“If there are delays due to unusual weather conditions, the time extension will be the duration of the delay to the controlling operation.”

- Process of request

“The Contractor must submit written requests for time extensions to the Engineer. The request must state the reasons for the time extension. In case of delays due to unusual weather, the Contractor must submit requests for time extension within 14 days after the last day of the calendar month in which the delay occurred.”

- Contract time definition.

“The time assigned in the contract to perform and complete all the work, including authorized extensions of time.”

- Statement of contract in working days basis

“The Engineer will record the number of workdays or calendar days granted for each time extension by authorization.”

- Statement of contract in calendar days basis

“If the contract time is specified in calendar days or by a calendar date, the Engineer will grant time extensions for the following excusable delays without liquidated damages for opening to traffic and completing within the contract time on each of the following bases: A. If the Department fails to award the

contract within twenty-eight calendar days after the Department receives all required documents specified in subsection 102.15 from the Bidder, the time extension will be the duration of that delay. B. If there are delays due to suspension of work ordered by the Engineer in accordance with subsection 103.02.D that affect the controlling operation or the suspension changes the controlling operation(s) required for completion of the project, the time extension will be the duration of the delay. The suspension must be for causes other than negligence, faulty work, failure, or refusal of the Contractor to carry out the provisions of the contract or the orders of the Engineer.”

**Reasons for suspension of work:** (Article: 103.02. Revisions to the Contract. 'D: Suspension of work)

➤ Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor must submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work.”

➤ Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of the suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any tier, and the suspension was not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing.”

## **MINNESOTA (MN)**

### **Most recent update of Ss: 2020**

#### **Reasons for extension of contract time:** (Article: 1806 DETERMINATION AND EXTENSION OF CONTRACT TIME)

- Reasons beyond Contractors control

“The Department will only extend the Contract Time if an excusable delay, as specified in 1806.2A, “Excusable, Non-Compensable Delays,” or 1806.2B, “Excusable, Compensable Delays,”

- Unusually severe weather

“Delays due to weather if the Contractor is entitled to a time extension for weather as specified in 1806.3, “Determination of Charges on Working Day Contracts,” and 1806.4, “Extension of Contract Time Due to Weather on Calendar Day and Completion Date Contracts.”

- Delivery delays of materials/ equipment

“Extraordinary delays in Material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or regional Material shortages.”

- Process of request  
N/A

- Contract time definition.

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

#### **Reasons for suspension of work:** (Article: 1402.4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER)

- Writing request statement

“If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, or Contract Time, or both are due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment no later than 7 Calendar Days after receipt of notice to resume Work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost, or time required for the performance of the Contract, or both have increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

## **MISSISSIPPI (MS)**

**DOT: MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON**

**Most recent update of Ss: 2017**

**Reasons for extension of contract time:** (Article: 108.06.1.3--Extension of Time)

- Reasons beyond Contractors control

“An extension of contract time may be granted for unforeseen utility delays 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.”

- Delays caused by the State.

“Abnormal delays caused solely by the State or other governmental authorities.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.04.3--Temporary Suspension of Work)

- Unusually severe weather

“The Engineer will have the authority to suspend the work wholly or in part for as long as necessary because of unsuitable weather,

- Unfavorable conditions for suitable prosecution of the work

“...conditions unfavorable for the satisfactory prosecution of the work.”

- Failure to carry out orders/ contract provisions given.

“Failure of the Contractor to carry out instructions or to perform all provisions of the Contract...”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing, in accordance with the method set out in Subsection 104.02.4.”

- Adjustment of contract statement  
N/A

## **MISSOURI (MO)**

**DOT:** Missouri highways and transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article:108.14 Determination of Compensation and Contract Time Extension for Excusable, No compensable)

- Reasons beyond Contractors control

“Contract time allowed for the performance of the work may be extended for delays caused by acts of God, acts of the public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or other delays not caused by the contractor's fault or negligence.”

- Unusually severe weather

“Unusually severe weather...”

- Delays caused by the state.

“Contract time allowed for performance of the work may be extended for delays caused by the Commission.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:108.15 Suspension of Work Directed by the Engineer

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the engineer for an unreasonable period of time not originally anticipated, customary or inherent to the construction industry, and the contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven days of receipt of the notice to resume work. The request shall set forth the reasons and support for such an adjustment.”

- Adjustment of contract statement

“Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost or time required for the performance of the contract has increased as a result of such a suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, suppliers or subcontractors, and not caused by weather, the engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly. The engineer will notify the contractor of the engineer's determination whether or not an adjustment of the contract is warranted.”

## ***MONTANA (MT)***

**DOT:** Montana department of transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article: 108.07.5 Extensions)

- Reasons beyond Contractors control

“If the Department finds that the work was delayed because of conditions beyond the control of and not the fault of the Contractor, the contract time will be extended in the amount justified.”

- Delivery delays of materials/ equipment

“Delays in material deliveries for unusual market condition caused by an industry-wide strike, national disaster, or an area-wide shortage beyond the Contractor’s control will be considered as a basis for granting additional time.”

- Process of request

“Time extension requests must be made when the next schedule update is required in accordance with Subsection 108.03 or within ten business days of the alleged delay, whichever is greater. The time extension request must be accompanied with a written narrative.”

- Contract time definition.

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 104.02.2 Suspensions of Work Ordered by the Project Manager)

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Project Manager in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor must submit to the Project Manager in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. Set forth the reasons and support for such adjustment in the request.”

- Adjustment of contract statement

“If the Project Manager agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Project Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Project Manager’s determination as to whether or not an adjustment of the contract is warranted.”

## **NEBRASKA (NE)**

**DOT:** Nebraska department of transportation

**Most recent update of Ss:** 2017

**Reasons for extension of contract time:** (Article:108.02.6. Contract Time Allowance)

- Unable to complete work due to non-availability of working days.

“If the Contractor finds that they will be unable to complete the work within the number of days allowed by the contract, the Contractor may make a written request to the Engineer promptly for a time extension.”

- Reasons beyond Contractors control

“If the Engineer finds that the delay was caused by conditions beyond the Contractor's control, the Engineer will either: Grant, in writing, an extension of the working day or calendar daytime allowance consistent with the facts presented.”

- Extra work

“When the extra work or additional work is clearly shown to be the current controlling operation, additional working days or calendar days may be granted on the basis of the actual working days or calendar days charged for performing the work.”

### **EOT Questions**

- Process of request

“The Contractor may make a written request to the Engineer promptly for a time extension. Such a request shall: (1) Describe the nature of the delay involved. (2) Describe the conditions beyond the Contractor's control which are responsible for the delay. (3) State the length of time that operations have been delayed or it is anticipated that they will be delayed and submit sufficient evidence to substantiate the fact that the delay resulted from conditions beyond the Contractor's control.”

- Contract time definition.

- Statement of contract in working days basis

“If the time allowance for the contract has been established on a calendar day basis, the Contractor is expected to schedule the work and assign whatever resources are necessary to complete the work in the time allowance provided regardless of the weather.”

- Statement of contract in calendar days basis

**Reasons for suspension of work:** (Article: 108.06 -- Temporary Suspension of Work)

- Unfavorable conditions for suitable prosecution of the work

“The Engineer has the authority to suspend the work, wholly or in part, for such periods as may be deemed necessary due to conditions considered unfavorable for prosecution of the work.”

- Failure to carry out orders/ contract provisions given.

“The Engineer has the authority to suspend work for the Contractor's failure to carry out orders given by the Engineer or for failure to comply with any provision of the contract.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer a written request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall describe the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, suppliers, or Subcontractors at any approved tier and not caused by the weather, the Engineer will make an adjustment (excluding profit) and modify the contract accordingly.”

## **NEVADA (NV)**

**DOT:** Nevada department of transportation

**Most recent update of Ss:** 2014

**Reasons for extension of contract time:** (Article: 108.08 Determination and Extension of Contract Time)

- Reasons beyond Contractors control

“When delays occur due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, acts of the public enemy, acts of government agency, fires, floods, epidemics, strikes and freight embargoes, the time for completion shall be extended an amount determined to be equivalent to the delays.”

- Delay due to preservation of archeological and paleontological objects.

“107.12 Protection and Restoration of Property and Landscape. Extension of contract time will be allowed for any delay due to preservation of archeological and paleontological Objects.”

- Process of request

“The time for completion shall be extended to an amount determined to be equivalent to the delays; provided, however, a written request for such extension of time is made within 10 days after the beginning of such delay. No allowance shall be made for delay or suspension of the work due to fault of the Contractor.”

- Contract time definition.

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.06 Temporary Suspension of Work)

- Unusually severe weather

“The Engineer will have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather.”

- Unfavorable conditions for suitable prosecution of the work

“considered unfavorable for the suitable prosecution of the work.”

- Failure to carry out orders/ contract provisions given.

“or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract.”

- Writing request statement

“If the performance of work is suspended or delayed by written order for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and believing that additional compensation and/or contract time is due as a result of such suspension or delay, submit in writing a request

for adjustment within 7 days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

➤ Adjustment of contract statement

“Upon receipt, the request will be evaluated. If agreed that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, an adjustment (excluding profit) and modification to the contract will be made in writing accordingly. Notification of the determination of whether or not an adjustment of the contract is warranted will be made.”

## ***NEW HAMPSHIRE (NH)***

**DOT:** New Hampshire Department of Transportation

**Most recent update of Ss:** 2016

**Reasons for extension of contract time:** (Article: 108.07 Determination of Contract Time Extension for Excusable, non-excusable, non compensable, and Compensable Delays)

- Reasons beyond Contractors control

“An extension of the Contract Time may be granted by the Department for conditions that prevent the Contractor from effective prosecution of the critical activity which at that time control the progress of the work as specified in 108.07.B or 108.07.C .Excusable, non-compensable delays are delays that are not the Contractor’s or the Department’s fault or responsibility.”

- Unusually severe weather

“Delays due to unfavorable weather or ground conditions on days, other than the days from December 1 through April 1, determined as follows.”

- Extra work

“Delays due to added quantities of work or Extra Work. The Department will base the time extension on the ratio of the original bid amount to the final Contract amount.”

- Delivery delays of materials/ equipment

“Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or nation-wide material shortages.”

- Increased quantities

“Delays due to added quantities of work or Extra Work. The Department will base the time extension on the ratio of the original bid amount to the final Contract amount.”

- Nationwide shortage of basic materials

“Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or nation-wide material shortages.”

➤ Process of request  
N/A

➤ Contract time definition.

➤ Statement of contract in working days basis  
N/A

➤ Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article: 104.02.D Suspensions of Work Ordered by the Engineer.)

➤ Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

➤ Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly.”

## ***NEW JERSEY (NJ)***

**DOT:** New jersey department of transportation

**Most recent update of Ss:** 2019

**Reasons for extension of contract time:** (Article: 108.11.01 Extensions to Contract Time)

- Reasons beyond Contractors control

“The Department will only extend Contract Time if an excusable delay, as specified in 108.11.01.B.2 or 108.11.01.B.3, delays work on the critical path beyond the Contract Time as specified in 108.10 using the approved progress schedule that is current at the time the delay occurred.”

- Unusually severe weather

“The Department will only extend Contract Time for weather if the Contractor cannot perform work on the controlling activity on the critical path due to weather.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.13 SUSPENSION OF WORK)

- Unusually severe weather

“Unsuitable weather is a weather condition that prevents the Contractor from performing work as specified in the Contract.”

- Convenience of the state

“For the convenience of the Department, the RE may direct, in writing, the Contractor to suspend all or any portion of the Work for the period of time that the RE determines to be appropriate.”

- Failure to carry out orders/ contract provisions given.

“...failure to correct unsafe conditions; or failure to carry out the directions of the RE.”

- Unfavorable conditions for suitable prosecution of the work

“Contractor fault includes but is not limited to failure to carry out Contract requirements; having worked in reckless or unsafe manner...”

- Writing request statement  
N/A
- Adjustment of contract statement

N/A

## ***NEW MEXICO (NM)***

**DOT:** New Mexico department of transportation

**Most recent update of Ss:** 2019

**Reasons for extension of contract time:** (Article:108.6 DETERMINATION AND EXTENSION OF CONTRACT TIME)

- Reasons beyond Contractors control

“Acts of God such as fire, flood, earthquake, tornado, or other cataclysmic phenomena of nature, epidemic, quarantine restriction, strike, freight embargo, acts of public enemy, acts of governmental authorities or railroads other than the Department, or documented national unavailability of construction Material, for which the Contractor is in no way responsible, then the Contractor may be entitled to an extension of Contract Time”

- Extra work

“If completion of the Contract requires Extra Work that impacts the Critical Path, the Contractor shall provide the Department an updated progress schedule and narrative requesting additional Contract Time associated with the Extra Work “

### **EOT Questions**

- Process of request

“The Contractor shall have three (3) Days after receipt of the weekly statement to object in writing to the weekly statement, setting forth the specific dates and justifications for the objection. If the Project Manager finds that the Contractor’s objection is valid, or if there is an error, then the Project Manager will issue corrected weekly statement(s).”

- Contract time definition.

- Statement of contract in working days basis

“For Working Day Projects, the Project Manager will provide the Contractor with a weekly statement showing the Contract Time, the number of Working Days used, the accumulated Working Days charged, and the number of Working Days remaining to complete the Work.”

- Statement of contract in calendar days basis

N/A

**Reasons for suspension of work:** (Article:105.8.1 Project Manager Authority)

- Reasons beyond Contractors control

“Authority to wholly or Partially Suspend the Work for reasons beyond the control of the Contractor or not connected to the construction of the Project when the Project Manager deems such a suspension to be in the best interests of the public and the Department.”

- Comply with any term or condition of the Contract.

“At no cost to the Department, the Project Manager may also wholly or Partially Suspend the Work for cause, including but not limited to, the Contractor’s failure to: b. Comply with any term or condition of the Contract.”

- Unsafe conditions for the project personnel or public

“At no cost to the Department, the Project Manager may also wholly or Partially Suspend the Work for cause, including but not limited to, the Contractor’s failure to: a. Correct unsafe conditions.”

- Failure to carry out orders/ contract provisions given.

“d. Carry out directions of the Project Manager; failure to manage its personnel and Subcontractor and its personnel; or,

- Observe and comply with any Federal or State law or regulation.
- Perform satisfactory Work.

➤ Writing request statement  
N/A

➤ Adjustment of contract statement  
N/A

## ***NEW YORK (NY)***

### **DOT: New York department of transportation**

**Most recent update of Ss: 2022**

#### **Reasons for extension of contract time: (Article: 108-02 COMPLETION DATE)**

➤ **Process of request**

“If the Contractor desires an extension of time, an Application for Extension of Completion Date shall be submitted to the Engineer sufficiently early for the Engineer to make a recommendation and forward the application so that it may be filed with the Regional Director at least 15 days prior to the contract completion date.”

➤ **Contract time definition.**

➤ **Statement of contract in working days basis**

N/A

➤ **Statement of contract in calendar days basis**

#### **Reasons for suspension of work: (Article:104-05 SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER)**

• **Reasons beyond Contractors control**

“During the progress of the work, the Engineer may direct the Contractor in writing to suspend work due to circumstances beyond the Contractor's control.”

➤ **Writing request statement**

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, not customary, or not inherent to the construction industry) and the Contractor believes that it is due additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

➤ **Adjustment of contract statement**

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by circumstances beyond the control of and not the fault of the Contractor, its Suppliers or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer’s determination whether or not an adjustment to the contract is warranted. “

## ***NORTH CAROLINA (NC)***

**DOT:** North Carolina department of transportation

**Most recent update of Ss:** 2018

**Reasons for extension of contract time:** (Article:108-10 CONTRACT TIME AND INTERMEDIATE CONTRACT TIME)

- Total cost exceeds the contract bid price.

“If the total dollar value of the final quantities, exceeds the dollar value of the total amount bid.”

- Extra work

“If supplemental agreements covering the performance of extra work include 21 provisions for an extension of the completion date.”

- Reasons beyond Contractors control

“If the Contractor's current controlling operation is delayed by circumstances originating from work required under the contract and beyond his control and without his fault or negligence.”

- Reduction in quantity for an item(s) work

“If changes in the work from that originally contemplated in the contract are ordered by the Engineer and these changes result in reduction in quantities, elimination of items, additional work or extra work.”

- Elimination of item(s) of work

“If changes in the work from that originally contemplated in the contract are ordered by the Engineer and these changes result in reduction in quantities, elimination of items, additional work or extra work.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:104-4 SUSPENSIONS OF WORK ORDERED BY THE ENGINEER)

- Writing request statement

“When the Engineer suspends in writing the performance of all or any portion of the work for a period of time not originally anticipated, customary or inherent to the construction industry and the Contractor believes that additional compensation for idle equipment or labor is justifiably due as a result of such suspension, the Contractor shall notify the Engineer in writing of his intent to file a claim for additional

compensation within 7 calendar days after the Engineer suspends the performance of the work and the 39 provisions of Sub article 104-8(C) shall be strictly adhered to.”

➤ Adjustment of contract statement

“If the Contractor contends he has been prevented from performing all or any portion of the work for a period of time not originally anticipated, customary or inherent to the construction industry because of conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any tier and not caused by weather, but the Engineer has not suspended the work in writing, the Contractor shall submit to the Engineer a written notice of intent to file a claim for additional compensation by reason of such alleged suspension.”

## ***NORTH DAKOTA (ND)***

**DOT:** North Dakota Department of Transportation

**Most recent update of Ss:** 2020

**Reasons for extension of contract time:** (Article: 108.06 DETERMINATION OF AND EXTENSIONS TO THE CONTRACT TIME)

- Extra work

“For delays caused by added or extra work, the Department will provide a time extension by adding working days to the contract time.”

- Reasons beyond Contractors control

“Delays that are not the Contractor’s or the Department’s fault or responsibility. The Contractor is entitled to a contract time extension but not entitled to compensation for delay costs associated with an excusable, non-compensable delay.”

- Delivery delays of materials/ equipment

“Extraordinary delays in material deliveries.”

- Process of request

“Provide written notice to the Engineer within 10 business days of the results of the comparison of the detailed records performed each Monday, and list and describe any disagreements between the records.”

- Contract time definition.

- Statement of contract in working days basis  
n/a

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 104.02 SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER)

- Undefined

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall notify the Engineer in accordance with Section 104.03, “Contractor Requested Contract Revisions”, immediately after receipt of the notice to resume work.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and

the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly.”

## ***OHIO (OH)***

**DOT:** Department of transportation Columbus, Ohio

**Most recent update of Ss:** 2019

**Reasons for extension of contract time:** (Article: 108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays)

- Reasons beyond Contractors control

“Excusable, non-compensable delays are delays that are not the Contractor’s or the Department’s fault or responsibility.”

- Unusually severe weather

“Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor’s accepted progress schedule depicts Work on the critical path.

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 104.02. C Suspension of Work)

a. Undefined

- Writing request statement

“If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or time is due as a result of such suspension or delay, notify the Engineer as specified in 108.02.”

- Adjustment of contract statement

“Upon receipt of notice, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost or time required for the performance of the Work has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an equitable adjustment (excluding profit) and modify the contract as specified in 108.06 and 109.05.”

## ***OKLAHOMA (OK)***

### **DOT: Oklahoma department of transportation**

#### **Most recent update of Ss: 2019**

#### **Reasons for extension of contract time:** (Article:108.07 ADMINISTRATION AND EXTENSION OF CONTRACT TIME)

- Unusually severe weather

“If adverse weather prevents the performance of work activities critical to milestone or Contract completion.”

- Reasons beyond Contractors control

“The Department may consider the occurrence of delays to the Contractor’s operations that are beyond the Contractor’s control to be a basis for extending the Contract Time.”

- Seasonal weather

“The Contractor may request a winter time suspension of time charges and work during the time period between December 21st and the following February 15th.

- Process of request

“Provide written notice to the Resident Engineer within seven calendar days of the start of any delay the Contractor believes justifies an extension to the Contract Time. Within thirty calendar days of the end of the delay, submit a written request to the Resident Engineer for the extension to the Contract Time that includes reasons for the extensions and supporting documentation. If the Contractor does not provide the written notice or submit the written request within the time allowed, the Resident Engineer will not consider the request for the delay.”

- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

#### **Reasons for suspension of work:** (Article:104.05 SUSPENSION OF WORK ORDERED BY THE RESIDENT ENGINEER / 105.01.A SUSPENSION OF WORK)

- Unsafe conditions for the project personnel or public

“If the contractor does not correct conditions unsafe for the project personnel or public.”

- Comply with any term or condition of the Contract.

“If the contractor does not Perform requirements of the Contract.”

- Failure to carry out orders/ contract provisions given.

“If the contractor does not respond to directives from the Resident Engineer.”

- Unusually severe weather

“Periods of unsuitable weather”

- Unfavorable conditions for suitable prosecution of the work

“Conditions the Resident Engineer considers unsuitable for the prosecution of the work.”

- Convenience of the state

“Any other condition or reason the Resident Engineer determines in the Department’s best interest.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Resident Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, Contract Time, or both is due as a result of such suspension or delay, submit to the Resident Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Resident Engineer will evaluate the Contractor’s request. If the Resident Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Resident Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Resident Engineer’s determination whether or not an adjustment of the Contract is warranted.”

## ***OREGON (OR)***

**DOT:** Oregon department of transportation

**Most recent update of Ss:** 2021

**Reasons for extension of contract time:** (Article:00180.80 Adjustment of Contract Time)

- Reasons beyond Contractors control

“Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:00180.70 Suspension of Work)

- Unsafe conditions for the project personnel or public

“Failure of the Contractor to correct unsafe conditions.”

- Unfavorable conditions for suitable prosecution of the work

“Existence of conditions unsuitable to proper or safe performance of the Work.”

- Failure to carry out orders/ contract provisions given.

“Failure of the Contractor to carry out any provision of the Contract.”

- Convenience of the state

“Any reason considered by the Agency to be in the public interest.”

- Writing request statement  
N/A
- Adjustment of contract statement
- N/A

## ***PENNSYLVANIA (PA)***

**DOT:** Pennsylvania department of transportation

**Most recent update of Ss:** 2020

**Reasons for extension of contract time:** (Article:108.06 TIME EXTENSIONS AND REDUCTIONS)

- Change of NTP for no fault of the contractor

“A Notice to Proceed is issued indicating that the actual Notice to Proceed Date will be after the anticipated Notice to Proceed Date in the proposal, through no fault of the Contractor.”

- Increased quantities

“Satisfactory project completion requires work in greater quantities than those indicated in the contract, and progress on one or more controlling operations is adversely affected by the item plan quantity overruns. Submit a time extension request within thirty calendar days after the date the overrun quantity of work under the applicable item(s) is completed.”

- Elimination of item(s) of work

“The District Executive, in writing, authorizes the elimination of an item(s) of work or a reduction in quantity for an item(s) of work, and progress on one or more controlling operations is adversely affected by the elimination(s)/reductions(s).”

- Extra work

“The District Executive, in writing, authorizes additional and/or extra work, which affects progress on one or more controlling operations.”

- Reasons beyond Contractors control

“A strike or labor dispute that causes, despite all reasonable efforts by the Contractor to avoid it, a shutdown of the entire project or of one or more controlling operations.”

“Progress on one or more controlling operations is adversely affected by the delayed action or failure to act of an agency other than the Department that is not the fault of the Contractor.”

- Process of request

“If an event or occurrence qualifies for an extension of contract time, and the extension is supported by the Construction Schedule after the impact of the event or occurrence is incorporated, submit an official time extension request to the Representative early enough so that it can be evaluated and decided upon by the Department in time to avoid any constructive acceleration of the work, but no later than 30 calendar days after the “termination” of the event or occurrence, as specified herein. Submit time extension requests electronically, using ECMS.”

- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:105.01. B Authority to Suspend Work)

- Failure to carry out orders/ contract provisions given.

“Failure to carry out orders; failure to comply with any provisions of the contract.”

- Unfavorable conditions for suitable prosecution of the work

“Unforeseen conditions not anticipated in estimating the contract time necessary for the completion of the work.

- Convenience of the state

“The District Executive determines that the work will create roadway conditions that will hinder the Department’s ability to safely maintain traffic or provide necessary services such as winter maintenance. operations. “The District Executive determines that it is in the Department’s best interest to delay the work until such time that a higher quality product can be obtained.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Representative in writing, as specified in Section 107.16(c), for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, submit to the Representative, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. Set forth the reasons, and support for such adjustment, in the request.”

- Adjustment of contract statement

“Upon receipt, the Representative will evaluate the Contractor's request. If the Representative agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors, and not caused by weather, the Representative will make an adjustment, excluding profit, as specified in Section 110.03 and Section 108.06, as applicable. The Representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.”

## ***RHODE ISLAND (RI)***

### **DOT: Rhode Island department of transportation**

**Most recent update of Ss: 2004**

**Reasons for extension of contract time:** (Article:108.07 Determination and Extension of Contract Time)

- Reasons beyond Contractors control

“If the Engineer determines that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the time for completion may be extended for such period as conditions justify.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:104.06 Suspensions of Work Ordered by the Engineer)

#### Undefined

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the Contract is warranted.”

## ***SOUTH CAROLINA (SC)***

**DOT: South Carolina department of transportation**  
**Most recent update of Ss: 2007**

**Reasons for extension of contract time:** (Article:108.6 Determination and Extension of Contract Time)

- Reasons beyond Contractors control

“If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified or as extended, it may, at any time before the expiration of the contract time as extended, make a written request to the RCE for an extension of time.”

- Process of request

“It may, at any time before the expiration of the contract time as extended, make a written request to the RCE for an extension of time setting forth therein the reasons that the Contractor believes justify the granting of its request.”

- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:108.7 Temporary Suspension of Work)

- Unusually severe weather

“Unsuitable weather conditions.”

- Unfavorable conditions for suitable prosecution of the work

“Unfavorable conditions for the suitable prosecution of the work.”

- Unsafe conditions for the project personnel or public

“Failure of the Contractor to correct conditions unsafe for its workers or the general public.”

- Failure to carry out orders/ contract provisions given.

“Failure of the Contractor to carry out orders given or to perform any provisions of the Contract.”

- Failure of the Contractor to install or maintain erosion control devices.

“Failure of the Contractor to install or maintain erosion control devices.”

- Failure of the Contractor to install or maintain proper traffic control.

“Failure of the Contractor to install or maintain proper traffic control.”

- Convenience of the state

“For the convenience of the State.”

- Writing request statement  
N/A
- Adjustment of contract statement  
N/A

## ***SOUTH DAKOTA (SD)***

**DOT:** South Dakota department of transportation

**Most recent update of Ss:** 2015

**Reasons for extension of contract time:** (Article:8.7 EXTENSION OF CONTRACT TIME)

- Extra work

“If completion of the contract requires performance of extra work, or work on items with an increase in quantities that will take additional time to complete, the contract time will be extended in the same proportion as the cost of increased work bears to the total original contract amount.”

- Increased quantities

“If completion of the contract requires performance of extra work, or work on items with an increase in quantities that will take additional time to complete, the contract time will be extended in the same proportion as the cost of increased work bears to the total original contract amount.”

- Reasons beyond Contractors control

“Delay which the Contractor could not have foreseen or prevented, including, but not limited to, delay in delivery of materials due to an unusual market condition caused by an industry-wide strike, national disaster, areawide shortage, or other reason beyond the control of the Contractor, subcontractor or supplier, will be considered a basis for granting additional time.”

- Process of request

“If the Contractor feels the time extension based on this monetary basis alone is insufficient for the increased work involved, the Contractor may submit to the Engineer written notification of a time extension request containing a narrative justification citing the basis for the time extension. The time extension request must cite how the increased work delays the completion of the entire project. The Contractor will submit this information as soon as possible after the increased work has been performed and prior to the expiration of the contract time as extended.”

- Contract time definition.

- Statement of contract in working days basis  
N/A

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:8.9 SUSPENSION OF WORK ORDERED BY THE ENGINEER)

Undefined

- Writing request statement

“- If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time or both is due as a result of such suspension or delay, the Contractor must submit to the Engineer in writing a request for adjustment

within 7 calendar days of receipt of the notice to resume work. The request must set forth the reasons and support for such adjustment.”

➤ Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request in accordance with Section 5.17 or Section 8.7. If the Engineer agrees that the cost or time or both required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, the Contractor’s suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.”

## TENNESSEE (TN)

**DOT: Tennessee department of transportation**  
**Most recent update of Ss: 2021**

**Reasons for extension of contract time:** (Article:108.07 Determination of Contract Time Extensions and Excusable)

- Reasons beyond Contractors control

“Delays caused by force majeure events that are not the fault of either the Contractor or the Department: Natural Disasters, Major Acts of Violence, Labor Disputes

- Unusually severe weather
- Nationwide shortage of basic materials

“Shortage of Materials – Extraordinary delays in material deliveries that the Contractor cannot foresee resulting from freight embargoes, government acts, or area wide material shortages; and”

- Convenience of the State

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:104.02. B Suspensions of Work Ordered by the Engineer)  
Undefined

- Writing request statement

If the performance of all or any portion of the Work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation, contract time, or both compensation and time is due as a result of such suspension or delay, the Contractor shall notify the Engineer in writing and provide information in accordance with 104.03.

- Adjustment of contract statement

“If the Engineer agrees that the cost or time required for the performance of any work under the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any tier, and not caused by weather, the Engineer will make appropriate Contract adjustments in accordance with 108.06 and 109.04

## **TEXAS (TX)**

### **DOT: Texas department of transportation**

**Most recent update of Ss: 2014**

#### **Reasons for extension of contract time: (Article:)**

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

#### **“5.5.3. Notice of Potential Time Impact. S**

Failure to provide this notice in the timeframes outlined above will compromise the Department’s ability to mitigate the impacts and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.”

#### **Reasons for suspension of work: (Article: ITEM 4. TEMPORARY SUSPENSION OF WORK OR WORKING)**

- Reasons beyond Contractors control

“When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical activities.”

- Writing request statement  
N/A
- SOW Definition  
“Work Suspension. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.”
- Adjustment of contract statement  
N/A

## **UTAH (UT)**

**DOT:** Utah department of transportation

**Most recent update of Ss:** 2022

**Reasons for extension of contract time:** (Article:)

a. Excusable Delay – A critical delay that is beyond the Contractor’s control, not the fault or responsibility of the Contractor, or could not have been foreseen by the Contractor, for which a time extension will be granted.

**Reasons for suspension of work:** (Article: 1.13 WORK SUSPENSIONS)

- Reasons beyond Contractors control

“b. Resulted from conditions beyond control of the Department or the Contractor.”

- Unsafe conditions for the project personnel or public

“Was not due to failure to correct conditions unsafe for the workers or the general public.”

- Unusually severe weather

“Was not caused by normal weather.”

- Increased the cost or time required for the performance of the contract.

“Increased the cost or time required for the performance of the contract.”

- Writing request statement

N/A

- Adjustment of contract statement

N/A

## **VERMONT (VT)**

**DOT:** Vermont agency of transportation

**Most recent update of Ss: 2018**

**Reasons for extension of contract time:** (Article:108.11 - Determination of Extension of Contract Time for Completion)

- Delay by the agency in awarding contract or NTP

“Delay by the Agency in awarding the Contract and/or in issuance of the Authorization to Proceed with Submittals or the Notice to Proceed.”

- Delays because of failure by the Department to fulfill an obligation under the Contract.

“Federal or State laws passed subsequent to the date of the Contract adversely affecting progress of the work.”

- Reasons beyond Contractor control

“Acts of God, including but not limited to unusually severe storms of extended duration or impact which could not generally be anticipated by the Contractor, either during the bidding process or during construction, and catastrophic weather events such as floods, droughts, fires, hurricanes, tornadoes, earthquakes, or landslides.”

- Suspension of work ordered by Engineer.

“Suspension of work by order of the Engineer. In such cases, the time for completion will be extended an amount equal to the elapsed time between effective dates of order to suspend and order to resume.”

- Extra work

“Extra Work ordered by the Engineer pursuant.”

- Delays for permits

“Delays in the issuance of permits, approvals, or other government regulatory action that are not attributable to the Contractor.”

- Court orders

“Court orders, including but not limited to temporary restraining orders, preliminary and permanent injunctions, or judgments that are not attributable to the Contractor.”

- Seasonal weather

“The days from April 15th to December 1st, inclusive, on which the weather or condition of the ground caused suspension of the work.

- Nationwide shortage of basic materials

“Industry-wide material or supply shortages not reasonably anticipated by the Contractor at the time the Contract was entered. Delays caused by a shortage of materials, but only when the Contractor furnishes to the Engineer documentary proof that a diligent effort has been made to obtain the materials from all known sources and the inability to obtain the materials when originally planned did in fact cause a delay in final

completion of the entire work, and the delay could not be avoided by revising the sequence of the Contractor's operations. The Contractor shall notify the Engineer in writing of the causes of delay caused by material shortages no later than 15 Calendar Days from the beginning of any such delay and not thereafter.”

- Process of request  
N/A
- Contract time definition.
  
- Statement of contract in working days basis  
N/A
  
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:108.09 TEMPORARY SUSPENSION OF THE WORK)

- Unusually severe weather

“(1) Unsuitable weather conditions.”

- Failure to carry out orders/ contract provisions given.

“(2) Failure on the part of the Contractor to carry out instruction or a Written Order, to perform satisfactory work, or to perform one or more provisions of the Contract.”

- Unsafe conditions for the project personnel or public.

“(3) Any other conditions which, in the judgment of the Engineer, make work impractical, dangerous, harmful to the environment, or in violation of a permit or other authorization for the Project.”

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time not originally anticipated, customary, or inherent to the construction industry, and the Contractor believes that additional compensation and/or Contract time is due, or will become due as a result of the suspension or delay, the Contractor shall immediately submit to the Engineer in writing a Notice of Delay. The Notice of Delay shall set forth the reasons and potential impacts to the work and the schedule.”

- Adjustment of contract statement

“Upon receipt of the Request for Adjustment, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of the suspension/delay and the suspension/delay was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract accordingly.”

## ***VIRGINIA (VA)***

**DOT:** Virginia department of transportation

**Most recent update of Ss: 2020**

**Reasons for extension of contract time:** (Article:108.04—Determination and Extension of Completion Date)

- Reasons beyond Contractors control

“The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of or without the fault or negligence of the Contractor.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:108.05—Suspension of Work Ordered by the Engineer)  
Undefined

- SOW Definition

“Suspension. A written notice issued by the Engineer to the Contractor that orders the Work on a project. to be stopped wholly or in part as specified. The notice will include the reason for the suspension.”

- Writing request statement

“If the Engineer orders the Contractor in writing to suspend performance of all or any portion of the Work for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or Contract time is due as a result of such suspension, the Contractor shall submit to the Engineer a written request for adjustment according to Section 108.04 within 7 days after receipt of the notice to resume work. The Contractor’s request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will review the Contractor’s documentation and evaluate the Contractor’s request. If the Engineer agrees that the cost or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, his suppliers, or subcontractors at any tier, and was not caused by weather, the Engineer will make an adjustment (excluding profit and consequential damages) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination regarding whether or not an adjustment of the Contract is warranted.

## WASHINGTON (WA)

**DOT:** Washington state department of transportation

**Most recent update of Ss:** 2023

**Reasons for extension of contract time:** (Article:1-08.8 Extensions of Time)

- Reasons beyond Contractor control

“Fire or other casualty for which the Contractor is not responsible.”

- Unusually severe weather

“Adverse weather causing the time requested to be unworkable, provided that the Engineer had not already declared the time to be unworkable and the Contractor has filed a written protest according to Section 1-08.5.”

- Extra work

“If a change increases the time to do any of the Work including unchanged Work.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis

“Working days added to the Contract by time extensions, when time has overrun, shall only apply to days on which liquidated damages or direct engineering have been charged, such as the following: If Substantial Completion has been granted prior to all of the authorized working days being used, then the number of days in the time extension will eliminate an equal number of days on which direct engineering charges have accrued. If the Substantial Completion Date is established after all of the authorized working days have been used, then the number of days in the time extension will eliminate an equal number of days on which liquidated damages or direct engineering charges have accrued.”

- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article:1-08.6 Suspension of Work)

- Unusually severe weather

“Unsuitable weather prevents satisfactory and timely performance of the Work.”

- Comply with any term or condition of the Contract.

“The Contractor does not comply with the Contract.”

- Convenience of the state

“It is in the public interest.”

- Writing request statement

“If the Work is suspended for reason (1) above, the period of Work stoppage will be counted as unworkable days. But if the Engineer believes the Contractor should have completed the suspended Work before the

suspension, all or part of the suspension period may be counted as working days. The Engineer will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project.”

➤ Adjustment of contract statement

“If the performance of all or any part of the Work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the Contracting Agency in the administration of the Contract, or by failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), the Engineer will make an adjustment for increases in the cost or time for the performance of the Contract (excluding profit) necessarily caused by the suspension, delay, or interruption.”

## **WEST VIRGINIA (WV)**

### **DOT:**

#### **Most recent update of Ss:**

#### **Reasons for extension of contract time:** (Article: 108.6.2-Extension of Contract Time)

- Reasons beyond Contractors control

“If the Engineer determines that the Work was delayed because of conditions beyond the control of and without the fault or negligence of the Contractor, the Engineer may extend the time for project completion as the conditions justify.”

- Process of request

“If the Contractor finds it impossible for reasons beyond his control to complete an activity or the work within the Contract time as specified or as extended according to the provisions of this Section, the Contractor shall notify the Engineer, in writing, within seven (7) calendar days of the Contractor becoming aware of the following:”

- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

#### **Reasons for suspension of work:** (Article:)

##### a. Undefined

- Writing request statement

“If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent in the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.”

- Adjustment of contract statement

“Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.”

## **WINCONSIN (WI)**

### **DOT:**

**Most recent update of Ss: 2022**

**Reasons for extension of contract time:** (Article: 108.10 Determining Contract Time Extensions and Payment for Excusable Delays)

- Reasons beyond Contractors control

“The department will only extend contract time if an excusable delay affects the controlling item of work. Excusable delays are unforeseen and unanticipated delays not resulting from the contractor's fault or negligence.”

- Unusually severe weather

“The engineer will award a time extension for severe weather on calendar day and completion date contracts.”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 104.2.2.3 Change Orders for Engineer-Ordered Suspensions)  
a. Undefined

- Writing request statement

“If the project engineer suspends or delays the performance of all or any portion of the work in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional payment, contract time, or both, is due because of the suspension or delay, the contractor shall notify the engineer as specified in 104.3.”

- Adjustment of contract statement

“The project engineer will evaluate the contractor's request. If the project engineer agrees that the cost, time, or both, required for the performance of the contract has increased due to the suspension or delay and the suspension or delay was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the project engineer will make an adjustment and modify the contract in writing accordingly.”

## WYOMING (WY)

### DOT: Wyoming Department of Transportation

Most recent update of Ss: 2021

**Reasons for extension of contract time:** (Article: 108.6 Extension to the Contract Completion Day)

- Reasons beyond Contractors control

“. Delays due to floods, tornadoes, lightning strikes, earthquakes, fires, epidemics, or similar natural phenomena;...Delays due to the acts of government entities other than the department...Delays from industry-wide strikes affecting the contractor’s (or subcontractors’ or suppliers’) workforce that are beyond the contractor’s power to settle;...If time allowances are not specified, or if specified allowances are exceeded, delays caused by the noncompletion of work by utilities or other third parties...Delays arising from a contract amendment in accordance with Subsection 104.2, Contract Amendments.”

- Unusually severe weather

“Weather delays as specified in Subsection 108.6.6, Working Day Extensions for Adverse Weather.”

- Delivery delays of materials/ equipment

“Extraordinary, unforeseen, and unavoidable delays in material deliveries;”

- Increased quantities

“The department will allow extensions for increased quantities when final quantities...”

- Process of request  
N/A
- Contract time definition.
- Statement of contract in working days basis  
N/A
- Statement of contract in calendar days basis  
N/A

**Reasons for suspension of work:** (Article: 108.5.2 Engineer-Ordered Suspensions)

- Unsafe conditions for the project personnel or public

“1. Failure to correct unsafe conditions.”

- Failure to carry out orders/ contract provisions given.

“2. Failure to carry out contract requirements.3. Failure to carry out directions of the engineer.”

- Unusually severe weather

“4. Adverse weather.”

- Writing request statement  
N/A
- Adjustment of contract statement  
N/A