

SECTION 108 PROSECUTION AND PROGRESS

108.01 **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK** – This subsection is supplemented as follows:

The Contractor shall be required to:

- a. Commence work under this contract within 15 calendar days after the Contractor received the Notice to Proceed.
- b. Prosecute the work diligently, and
- c. Complete the entire work and ready for use within Three Hundred Sixty (360) calendar days. The time stated for completion shall include final cleanup of the premises.

108.02 **SUBCONTRACTING** – Add the following to this subsection:

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 51 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer decides that the reduction would be to the advantage of the Government. On all portions of the work that are sublet, the Contractor shall furnish the Contracting Officer two copies of the sub-contract agreement.

- a. Nothing contained in this contract shall be construed as creating any contractual relationship between any sub-contractor and the Government. The divisions or sections of the specifications are not intended to direct the Contractor in dividing the work among sub-contractors, or to limit the work performed by any trade.
- b. Within ten (10) days after award of any subcontract by either the Contractor or any of his subcontractors, the Contractor shall deliver to the Contracting Officer a statement setting forth the name and address of the sub-contractor and a summary description of the work subcontracted.
- c. The Contractor shall be responsible to the Government for acts and omissions of his own employees and of sub-contractors and their employees. He shall also be responsible for the coordination of the work of the trades, sub-contractors, and suppliers.
- d. The Commonwealth will not undertake to settle any differences between or among the Contractor, sub-contractors, and suppliers.

108.03 **DETERMINATION AND EXTENSION OF CONTRACT TIME** - The following is added to this Subsection:

No compensation will be made for overhead costs resulting from contract time extensions.

108.04 **FAILURE TO COMPLETE WORK ON TIME** – Delete the second paragraph of this Subsection. Add the following to this subsection.

Performance time for completion of this project is **Three Hundred Sixty (360) calendar days** upon issuance of Notice to Proceed. Liquidated damages for delays beyond the established completion date will be assessed according to Table 108-1 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-03.

If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated until the work is completed or accepted.

108.05 **STOP ORDER** – Revise this Subsection to read as follows:

- a. The Contracting Officer 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 Commonwealth, including, but not limited to suspensions for unfavorable weather or other essential conditions, failure on the part of the Contractor to prosecute properly the work in accordance with the contract, or failure of the Contractor to carry out orders or to remove defective materials or work.
- b. In the event of a suspension of work by the Contracting Officer under paragraph (a), for any reason over which the Contractor has or had no control, the Contractor may be reimbursed for actual money expended on the job during the period of suspension. No allowance will be made for anticipated profits. The period of suspension shall be computed from the date set out in written order for work to cease until the date of the order for work to resume. Claims for such compensation shall be filed with the Contracting Officer within 10 days after the date of the order to resume work, or such claim will not be considered. The Contractor shall submit with its claim substantiating papers covering the entire amount shown on the claim. The Contracting Officer shall take the claim under consideration, and may make such investigations as are deemed necessary, and shall be the sole judge as to the equitability of such claim and such decision shall be final.
- c. If the performance of all or any part of the work, for an unreasonable period of time, is suspended, delayed, or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the 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 the Contract (excluding anticipated profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the contract shall be modified in writing

accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent: (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor; or (2) for which an equitable adjustment is provided for or excluded under any other provision of the Contract.

- d. No claim under paragraph (c) shall be allowed: (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.
- e. The Contractor shall not suspend the work without written approval by the Contracting Officer, and prior to resuming work shall give the Contracting Officer forty-eight (48) hours' notice to afford opportunity to re-establish inspection.
- f. No provision of this clause shall be construed as entitling the Contractor to compensation for delays due to inclement weather, delays due to failure for surety, for suspensions made at the request of the Contractor, or for any other delay provided for in the contract documents, including all amendments, addenda, and change orders.

END OF SECTION 108