### SECTION 108 – PROSECUTION AND PROGRESS

**108.03 PROSECUTION AND PROGRESS**

***DELETE THIS SUBSECTION IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:***

1. The CONTRACTOR shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the contract utilizing realistic durations, material lead time, logic flow, representative cure time, etc. CONTRACTOR acknowledges overall duration as realistic and buildable per provided plans and within the contract duration.
2. The CONTRACTOR shall designate an authorized representative who will be responsible for the preparation, revision, modification, and maintenance of all project schedules. This person shall be experienced in the preparation and management of schedules of similar complexity. For projects longer than 90 days in duration [NOTE TO SPEC WRITER: EVALUATE IF 90 DAY TIME FRAME REQUIRING A “PROJECT SCHEDULER” IS APPLICABLE TO THIS PROJECT.], as established by the Owner, the project scheduler shall have 3 years verifiable experience and shall be proficient in the use of a Critical Path Method Scheduling (CPM) Software (i.e. Primavera, Suretrack). The contractor shall submit the name and resume of the project scheduler per ITB 8.42.

ENGINEER may order that the scheduler be removed and replaced with a competent scheduler if the scheduler provided does not meet acceptable qualifications and performance standards.

Additional schedule formatting & presentation requirements may be requested by ENGINEER.

The CONTRACTOR shall utilize critical path method (CPM) format.

General Definition of Critical Path Method Schedule: The Critical Path Method (CPM) is a project schedule model that reflects all the work required under the contract, and depicts the CONTRACTORs preferred sequence, or means and methods, of completing the work within the required contract time. The CPM calculations assist the CONTRACTOR and subcontractors, in proactively planning, coordinating, managing and measuring the level of effort required to complete the work within the contract time. In CPM “work” is defined as schedule activities, and “sequence” is defined as appropriate applied logic dependencies that represent the CONTRACTOR’s means and methods for completion of the work. The Completed CPM shall not be artificially constrained, and shall have the ability to dynamically measure the CONTRACTOR’s actual progress of the work as it occurs over the duration of the project.

Software Settings:

Retained logic shall be used.

All schedule activities shall be considered contiguous.

Critical activities shall be defined as those activities whose total float is less than or equal to zero (0) Days.

Duration percent complete shall be utilized to update schedule progress.

Calculate "Start-to-Start" lag from early start.

Show open ends as critical.

Calculate total float as finish float.

1. The CONTRACTOR shall submit a CPM baseline schedule in two parts, based upon the Sequence of Construction shown in the project plans or in these Special Provisions, in accordance with the following:
   1. Part I shall be a Preliminary Baseline Project Schedule (PBPS) and shall be submitted in accordance with ITB 8.5, within 24 hours of bid opening. Note, this is prior to Notice of Award.
   2. Part II shall be a Baseline Project Schedule (BPS) and shall be submitted 7 calendar days prior to Notice to Proceed.

E. Schedule Acceptance:

1. ENGINEER's review and acceptance of CONTRACTOR's CPM Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by ENGINEER of CONTRACTOR's CPM Schedule does not relieve CONTRACTOR of any of its responsibility whatsoever for the accuracy or feasibility of the CPM Schedule, or of CONTRACTOR's ability to meet interim Contract Milestone dates and the Contract Times, nor does such review and acceptance expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic, durations, and resource value loading of CONTRACTOR's CPM Schedule.

2. In the event that a schedule submittal is rejected, the CONTRACTOR's Project Manager and Scheduler may be asked to attend a Corrective Action Meeting with the OWNER within five (5) Work Days.

F. Milestones - Schedule shall identify the following milestones as a minimum:

1. Notice to Proceed Date (NTP): Issuance of this date indicates the Project site is available to the CONTRACTOR and contract time has begun. The NTP is determined in coordination between the ENGINEER and the CONTRACTOR and shall be within 60 calendar days of the Award Date unless extenuating circumstances warrant setting the NTP more than 60 calendar days after the Award Date. Include any extenuating circumstances in the narrative. The Notice to Proceed Date shall be the first milestone in the schedule.

2. Interim Completion Dates or Interim Milestones: When interim completion dates or interim milestones (associated with Project stages) are included in the Contract. [NOTE TO SPEC WRITER: IF INTERIM MILESTONES ARE NECESSARY ADD THE FOLLOWING LANGUAGE HERE. For complex milestones, consider running them by John Ridilla for legal ramifications to the contract.]

1. Milestone 1: XXX Work: All project work XXX must be completed by [duration].
2. Should the CONTRACTOR fail to meet Milestone(s), there shall be deducted from any money due to the CONTRACTOR the sum of $XXX per each calendar day exceeding the Milestone. This sum shall be treated as damage due to the Contracting Agency from the CONTRACTOR by reason of added administration of the contract, including cost of engineering, inspection, supervision and other items which have caused an expenditure of funds resulting from the CONTRACTOR’s failure to complete the work.

3. Substantial Work Completion Date: Anticipated date that all work under the Contract will be substantially complete. Should the CONTRACTOR fail to substantially complete the project within the allotted contract time, there shall be deducted from any money due to the CONTRACTOR the sum of $3500 ($1500 FOR SMALLER PROJECTS) per each calendar day exceeding the allotted time. This sum shall be considered and treated, not as a penalty, but as Liquidated Damages due to the Contracting Agency from the CONTRACTOR.

4. Final Completion Date: Date defined by the Owner as the end of the 30 calendar day punch list period per Section 108.70.

1. Float:
2. Float within the schedule, and total float within the overall schedule, is not for the exclusive use of either OWNER or CONTRACTOR, but is jointly owned by both parties and is a resource available to be reasonably used by both parties as needed to meet the Contract Times (or Milestones).
3. Since float within the schedule is jointly owned, it is acknowledged that OWNER caused delays may be offset by OWNER caused time savings (i.e. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to CONTRACTOR, etc.). In such an event, CONTRACTOR shall not be entitled to receive a time extension until all OWNER caused time savings are exceeded and the Contract Times (or Milestones) are also exceeded.
4. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity durations are prohibited.
5. CALENDARS
   1. CONTRACTOR's planned work schedule, assigned to all general work activities.
   2. OWNER Calendar: 5-day calendar that depicts all of the CLV's holidays, assigned to all OWNER-related activities, such as submittal review & approval, inspection, startup & testing, and training activities.
   3. Seven-Day Calendar: 7-day calendar containing no holidays or "nonwork" days, assigned to activities such as concrete curing time and Contract Milestones.
   4. If CONTRACTOR has alternate work schedules these shall also be identified with a separate calendar.
   5. If CONTRACTOR submits a written request to perform physical work during a CLV holiday, observed holiday, or a non-work period, and the request is approved by ENGINEER, any resulting inspection overtime costs shall be the sole responsibility of CONTRACTOR.

CLV's holidays are:

* + 1. New Year's Day
    2. Martin Luther King Day
    3. Presidents’ Day
    4. Memorial Day
    5. Juneteenth
    6. Independence Day
    7. Labor Day
    8. Nevada Day Friday
    9. Veterans Day
    10. Thanksgiving Day
    11. Family Day (Friday after Thanksgiving)
    12. Christmas Day.

I. The ENGINEER may conduct a Preconstruction Scheduling Meeting with CONTRACTOR’s Project Manager, General Superintendent and Scheduler to take place within 7 calendar days after Award. This meeting is intended to cover schedule requirements including; baseline schedule preparation, reporting required, updates, revisions, and schedule delay analysis.

**108.03.01 PRELIMINARY BASELINE PROJECT SCHEDULE (PBPS)**

A. The PBPS as specified herein shall illustrate the CONTRACTOR’s overall plan and sequence of all work under the contract, within the contract time required.

1. This submittal shall be a general time-scaled logic diagram displaying the major activities and sequence of planned operations. This shall include a depiction of any phasing that may be required.
2. This diagram shall also display how the CONTRACTOR will complete work within the Contract requirements.
3. Along with the PBPS, the CONTRACTOR shall include his calendar for the contract period, which shall show workdays, calendar days and dates, CONTRACTOR holidays and historical anticipated weather delays.

B. **Failure to submit required and acceptable PBPS may be grounds for award reconsideration. PBPS should represent a realistic Level 1 type schedule recognizing overall project completion. See Appendix B for sample project schedules.**

**108.03.02 BASELINE PROJECT SCHEDULE (BPS)**

A. Part II shall be submitted for the ENGINEER’s acceptance at least seven (7) calendar days prior to Notice to Proceed. The CONTRACTOR shall allow seven (7) calendar days for review by the ENGINEER. If BPS is rejected, an additional seven (7) calendar days is allowed for each subsequent review by the ENGINEER. Note that the NTP will not be issued until the BPS is accepted. If an acceptable BPS is not agreed upon within the time frame referred to in Section 108.03, Paragraph F of these Special Provisions, then the CONTRACTOR may be considered in breach of contract. The BPS shall be generated using either Primavera or a compatible scheduling program acceptable to the Project ENGINEER.

B. The BPS shall include a detailed network diagram acceptable to the ENGINEER with the following features:

1. It shall be time scaled in calendar days. Construction activities may be measured in work days, however all schedule Milestones shall be based on Calendar days, not work days. Unless approved by the ENGINEER, activities shall not exceed twenty-one (21) calendar days in length except concrete curing, Submittal review and equipment fabrication and deliveries.
2. All activities shall be plotted on their early start and finish dates. The plot shall have a size and scale acceptable to the ENGINEER.
3. Each Activity shall be part of the logic driven network and include a predecessor (excepting the first activity) and a successor (excepting the last activity).
4. It shall show the order and interdependence of activities and the sequence of work. The critical activities shall be prominently distinguished on all reports by the use of color or other means acceptable to the ENGINEER.
5. It shall include any utility relocation required by project documents and any coordination required with other projects. Further, any owner furnished CONTRACTOR installed items shall be included. See Section 105.06 for additional utility scheduling requirements.
6. The construction activities shall be in sufficient detail to list all components of the work and to allow day-to-day monitoring of the CONTRACTOR’s operations. For example, an activity such as placement of a concrete structure should show the interdependency of all related items, such as submittals (mix designs, rebar certifications, shop drawings, etc.); any required review period; start work; excavation; forming; reinforcing; concrete placement; concrete curing; removal of forms; etc.
7. The activities shall be coded so as to conform to the contract bid item number in order to demonstrate the schedule contains all contractual work.
8. Only the NTP, Substantial Completion & Final Completion Milestones shall have constraints. Further, the use of mandatory constraints is not acceptable. (Reference Section 108.03.F for required Milestones)

No schedule activities shall be allowed after Final Completion

The use of Notebook topics or logs shall not be considered written notification to the owner.

1. The diagram shall be accompanied by a Schedule Report of the network with a tabulation of the following data for each activity:
   1. Activity ID number
   2. Activity description
   3. Activity duration
   4. Earliest start date
   5. Earliest finish date
   6. Latest start date
   7. Latest finish date
   8. Total float
   9. Predecessor & Successors
   10. Responsibility for activity (e.g. CONTRACTOR, SubCONTRACTOR, Supplier, etc.)
   11. Bid item for which the activity is a part
   12. Any activity constraints
   13. **For Projects Over Five (5) Million Dollars** –
       1. Schedule activities shall be assigned a budgeted cost & resource value.
       2. Cost and resource loading shall define Cost, Labor and Equipment (model/size) by CONTRACTOR, SubCONTRACTOR and Suppliers for all activities in the schedule
       3. The sum of all budgeted cost values shall be equal to the Contract Value and the sum of all of the resource values shall equal the total resources included in the CONTRACTORs bid estimate.
   14. Additional schedule formatting & presentation requirements may be requested by ENGINEER.
2. The CONTRACTOR shall not submit a proposed baseline Schedule that indicates an overall forecast substantial completion date earlier than contractually required. If interim completion milestones are included in the contract, their dates must also reflect the dates required by the contract as well. If the CONTRACTOR feels they can finish the project earlier than contract dates, they can add a Schedule Contingency activity to capture the float time between last day of work and Contract Completion. This float or contingency allowance belongs to the project, ie; both the CONTRACTOR and Owner (Reference Section 108.03.02.B.17 below)
3. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the contract time.
4. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions based upon the preceding ten (10) year records published for the locality by the National Oceanic and Atmospheric Administration (NOAA) and entitled “Local Climatological Data”.
5. The following schedule of anticipated adverse weather delays is based on NOAA or similar data for the project location and will constitute the baseline for the total contract time adverse weather delay evaluations. The CONTRACTOR’s Baseline Project Schedule must assume to anticipate this degree of adverse weather delays in all weather dependent activities.

|  |
| --- |
| MONTHLY ANTICIPATED ADVERSE WEATHER DAYS  Based on Work Days as Described in Section 110 |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 6 | 2 | 2 | 1 | 1 | 0 | 2 | 2 | 1 | 1 | 1 | 3 |

1. The CONTRACTOR is to provide written notification to the ENGINEER of the occurrence of adverse weather delay days and resultant impact to normally scheduled work, within ten (10) calendar days of each occurrence, when such weather prevents work on critical activities for fifty percent (50%) or more of the CONTRACTOR’s scheduled workday. A time extension may be granted when the number of actual adverse weather days calculated from the Notice to Proceed date to the date the CONTRACTOR asserts the request exceeds the total anticipated adverse weather delays using the above table for the same time period. If the CONTRACTOR wishes to assert additional claim(s) for time adjustment at later date(s), each succeeding claim must address the time period from Notice to Proceed date to the date of the request. No compensation will be made for monetary damages due to anticipated adverse weather delay(s).
2. Float time belongs to the project and is not for the exclusive use or benefit of either the Owner or the CONTRACTOR. Extension of time for performance may be granted to the extent that equitable time adjustment for the activity affected exceeds the total float, or where otherwise justified, and impact on the contract completion can be shown. The CONTRACTOR’s schedule shall be based on the contract time and shall not be based on an early completion schedule. No additional compensation will be allowed to the CONTRACTOR for delays to an early completion schedule.
3. Baseline Schedule Submittal shall include as a minimum the following components;
   1. Tabular listing of all activities including activity data
   2. Time scaled bar chart
   3. Predecessor/successor report
   4. Budgeted cost assigned to each construction activity
   5. Phase, responsibility, area and work type coding of activities (P3/ Suretrak)
   6. Work Breakdown Structure (P6 Software)
   7. Total Float Report (organized by total float)
   8. The Baseline Schedule narrative shall at a minimum explain the schedule logic and construction sequencing, identify risk areas, and identify critical path
   9. Digital submittal containing all of the above diagrams in PDF form and the complete native CPM schedule program file for electronic review by ENGINEER.

See Appendix B for sample project schedules.

1. Acceptance of the CONTRACTOR’s schedules by the ENGINEER is not to be construed as relieving the CONTRACTOR of his obligation to complete the work within the contract time; or as granting, rejecting or in any other way acting on the CONTRACTOR’s requests for adjustments to the date for completing contract work, or claims for additional compensation.
2. Furthermore, the accuracy and viability of the submitted schedule is the responsibility of the CONTRACTOR. The ENGINEER does not take responsibility for the CONTRACTOR’s actions by either accepting or approving the schedule submittal, they merely indicate, whether or not, the schedule submittal complies with the required scheduling specification and standard of care regarding current scheduling practices.
3. Progress payments to the CONTRACTOR may be, at the option of the ENGINEER, withheld until the Baseline Schedule, satisfactory in form and substance to the ENGINEER, has been received, review and accepted. Further, CONTRACTOR may be subject to receipt of a Stop Work notice and potential default of contract, pursuant to NRS Chapter 338.

**108.03.03 MONTHLY PROGRESS SCHEDULE**

1. For all projects the CONTRACTOR shall submit a monthly progress schedule with each pay estimate.
2. Monthly progress schedules shall be submitted and accepted monthly. Should the CONTRACTOR fail to submit two consecutive acceptable monthly progress schedules or three over the course of the project, CONTRACTOR will be issued a 10-day cure notice and may be subject to receipt of a Stop Work notice and potential default of contract, pursuant to NRS Chapter 338. 10% of the monthly progress payment will be withheld until an acceptable monthly progress schedule is submitted. NOTE TO SPEC WRITER ‘3 over project’ should be project specific based on duration – 3 is based on a 12 mo project…
3. The monthly progress schedule shall conform to all the requirements indicated under Section 108.03.02 “Baseline Project Schedule” and shall state the percentage of revenue actually earned as of the report date. The monthly progress schedule shall also be accompanied by a narrative description of job progress, problem areas and current and anticipated delaying factors and their expected effect and any corrective actions proposed or taken. The narrative description shall also clearly identify any departures from earlier Baseline Project Schedules, including but not limited to, changes in logical sequence or logical ties, constraints, changes in activity duration and changes, additions or deletions in event numbers, activity numbers and activity descriptions. The reasons for each departure shall be included in the narrative description.
4. Monthly Schedule Submittal shall include as a minimum the following components;  
   1. Work Completed this Period
   2. All Activities Progress Schedule
   3. Critical Path Filter
   4. Three Week Look Ahead
   5. Total Float Report (organized by total float)
   6. Resource Reports (as required)
   7. The Monthly Project Status Schedule narrative shall at a minimum explain schedule logic changes, added activities, identify risk or delay areas, identify critical path and general progress of work
   8. Digital submittal containing all of the above diagrams in PDF form and the complete native CPM schedule program file XML (generated by Microsoft Project or Primavera P6) for electronic review by ENGINEER.
5. The CONTRACTOR shall allow fourteen (14) calendar days for the Owner’s review and acceptance or rejection of any Monthly Progress Schedules or Project Recovery Schedules. The CONTRACTOR shall participate in a review and evaluation of the schedules with the ENGINEER, as requested. Requested revisions to the schedules shall be provided to the Owner within seven (7) calendar days.

**108.03.04 THREE WEEK LOOK AHEAD SCHEDULE – FOR ALL PROJECTS**

A. Concurrent with the weekly progress meetings, the CONTRACTOR shall submit a three week look ahead schedule (two weeks forward and one behind) to the Construction Manager and/or ENGINEER. This schedule shall be generated from the master schedule. It shall indicate the status on scheduled activities within the three week window, including:

1. Percent complete
2. Actual start/finish dates
3. Planned start dates
4. Continuation of work
5. Start and Finish Variance Columns (Targeted to the previous update)

B. These status reports shall serve as the basis for discussion at construction progress meetings and will be used to evaluate the status of the work in progress on a continuing basis.

**108.03.05 PROJECT RECOVERY SCHEDULE**

A. The CONTRACTOR shall submit a Project Recovery Schedule, at the discretion of the ENGINEER, when the most current Progress Schedule Update reflects a calculated schedule status of negative fifteen (15) calendar days (or five percent (5%) of the remaining duration of time to complete the Project, whichever is less) later than currently contractually allowed.

B. The Project recovery Schedule shall utilize as its basis, the most current Progress schedule update data with reasonable modifications to remaining work sequences, means or methods that will allow the project to complete, as required, by the current contractual completion date.

C. The conditions under which a Project Recovery Schedule will be required include the following:

1. When delays in submittals or deliveries make re-planning or rescheduling of the work necessary.
2. When the schedule does not represent actual prosecution and progress of the work.
3. When any change to the sequence of activities, the completion date for major portions of the work, or changes occur which affect the critical path.
4. When contract modification necessitates schedule revision.

**108.04 LIMITATIONS OF OPERATIONS**

***ADD THE FOLLOWING PARAGRAPH TO THIS SUBSECTION:***

D. The CONTRACTOR shall conduct the work in such a manner and in such a sequence as will ensure the least interference with traffic and as approved by the ENGINEER.

**108.05 CHARACTER OF WORKMEN; METHODS AND EQUIPMENT**

***ADD THE FOLLOWING PARAGRAPH TO THIS SUBSECTION:***

H. OSHA Standards and Interpretations, CFR 29 Part 1926 Subpart P, defines “competent person”, one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate those hazards and conditions.

**108.08 DETERMINATIONS AND EXTENSION OF CONTRACT TIME**

***DELETE PARAGRAPH “A” OF THIS SUBSECTION AND REPLACE WITH THE FOLLOWING:***

A. The contract time for completion will be fixed by the Contracting Agency and will be stated in the Owner–CONTRACTOR Agreement, either as a calendar date or based on a number of working days or on a specified number of calendar days.

***ADD THE FOLLOWING PARAGRAPHS TO THIS SUBSECTION:***

1. Completion of all Work within Contract Time Limits. When change orders are indicated, possible delays can be experienced, or the CONTRACTOR proposes to revise the Baseline Project Schedule with impact to project milestones and/or substantial completion, the CONTRACTOR shall submit to the Owner a written Time Impact Analysis (TIA) illustrating the influence of each modification, delay or CONTRACTOR request on the contract time. The preparation costs for the TIA is considered part of the potential added CONTRACTOR’s Overhead pricing, if a change order impacted the project milestones.

Each TIA shall include a fragmentary network (network analysis) demonstrating how the CONTRACTOR proposes to incorporate the modification, delay or CONTRACTOR request into an accepted progress schedule with a status date immediately before or just prior to the delaying event. The TIA shall demonstrate the time impact based on the date the modification is given to the CONTRACTOR or the date the delay occurred; the status of construction at that point in time; and the event time computation of all affected activities. The event times used in the TIA shall be those included in the latest schedule update or as adjusted by mutual agreement. The possible time impact demonstrated by the TIA will serve as justification for an excusable time extension, but not necessary a compensable one. In order for a time extension to be both excusable and compensable, the CONTRACTOR must account for the effects of other concurrent delays that were on-going at the time, but had a differing, and less impact of the project milestones.

1. A contract time change shall only be authorized by executed Change Order, and when a TIA justifies and substantiates a time impact to milestone or substantial completion dates extending them beyond that required by the Contract. The approved revision shall then be incorporated into the next monthly progress schedule submission.
2. No time impact costs, delays, or damages shall be considered by the Owner if during the period that the CONTRACTOR’s actual performance of work is better than that planned and the effect of the better than planned work is that the contract schedule reflects an earlier than required contractual date.

***ADD THE FOLLOWING SUBSECTIONS TO THIS SECTION:***

**108.70 CONTRACT CLOSE-OUT PROCEDURE**

1. When the CONTRACTOR considers that all work under the contract is substantially complete, the CONTRACTOR shall inform the ENGINEER in writing.
2. Upon receipt of notification from the CONTRACTOR that all work has been substantially complete, the ENGINEER shall:
3. Inspect the work to determine if it is substantially complete and inform the CONTRACTOR in writing of this determination.
4. Notify, in writing, all affected utilities and other governmental agencies and request their acceptance or punch list comments within fourteen (14) calendar days of receipt of the request or as an alternate their participation in the project walk-thru.
5. Schedule an inspection with the CONTRACTOR’s representative and any other affected agency. This inspection shall be for the purpose of developing a punch list of items requiring correction, repair or completion. The punch list shall include comments made by the ENGINEER to date on the Record Drawings submitted by the CONTRACTOR.
6. Compile the punch list from the comments provided at the inspection and supply type written copy to the CONTRACTOR. Upon distribution of the punch list items to the CONTRACTOR, the punch list time allotment shall commence.
7. At the time of the CONTRACTOR’s notice of presumptive completion of the work, which shall include all valve and manhole adjustments, video inspection approvals for sewer systems, complete signal systems and streetlight assemblies which are operational with permanent power, all permanent signage, striping and other pavement markings and all other work, excepting punch list items and clean up, the CONTRACTOR will receive a Notice of Substantial Completion from the ENGINEER. On the date of the Notice of Substantial Completion, the time specified in the contract for completion of the work will terminate. Thereafter, the CONTRACTOR shall complete all work on the punch list and required clean up **within thirty (30) calendar days** or other time as agreed to by the CONTRACTOR and the ENGINEER. Granting of additional time shall not be considered a compensable time extension.
8. Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of the punch list letter or as otherwise agreed to by the CONTRACTOR and ENGINEER.
9. When all punch list items are completed and as-built drawings are submitted, the CONTRACTOR shall then notify, in writing, the Owner/ENGINEER who will verify their completion and CONTRACTOR shall submit the Final Record Drawings (Reference section GC 5.06; and Section 105 of the Special Provisions)
10. Should the CONTRACTOR fail to complete the punch list and required clean up within the allocated time or within such extra time as allowed by the ENGINEER, there shall be deducted from any money due the CONTRACTOR the sum of ***$3500 ($1500 FOR SMALLER PROJECTS)*** per each calendar day exceeding the allotted time. This sum shall be considered and treated, not as a penalty, but as damage due the Contracting Agency from the CONTRACTOR by reason of added administration of the contract, including cost of engineering, inspection, supervision and other items which have caused an expenditure of funds resulting from the CONTRACTOR’s failure to complete the work on the punch list and required cleanup.

**108.71 WARRANTY INSPECTION**

1. The CONTRACTOR shall be responsible for scheduling and conducting a warranty inspection with the Owner and its representatives approximately one (1) month prior to the expiration of the warranty period. This shall also include a meeting prior to the warranty inspection.
2. All warranty corrections identified during the warranty inspection shall be commenced prior to the Guarantee Bond expiration date. The CONTRACTOR shall be required to comply with all Federal, State and local laws, regulations and ordinances regarding safety and environmental issues as it applies to the warranty inspection. The warranty inspection shall include, but not limited to, the following: traffic control plan submission; approval and set up for the inspection; confined space entry; support staff as needed; provide access to the inspection site and all equipment, materials, and manpower required to conduct the warranty inspection.
3. The cost of this inspection shall be considered incidental to the bid items in the contract. The CONTRACTOR’s failure to perform the inspection shall not constitute waiver of warranty, and may necessitate the Owner to complete the warranty inspection and corrections, with costs incurred charged to the CONTRACTOR or against the Warranty Bond at the option of the Owner.

**108.72 METHOD OF MEASUREMENT**

A. Submittals required by this section will not be measured for payment directly but shall be included as 10 percent of Bid Item No. 200.0010 “Mobilization and Demobilization”.

**108.73 METHOD OF PAYMENT**

1. No direct payment will be made for CONTRACTOR costs relating to preparation and submission of schedules and reports and revisions thereto, the cost being considered as included in the Bid Item No. 200.0010 “Mobilization and Demobilization”.
2. The CONTRACTOR’s cost for Section 108 shall be included in Bid Item No. 200.0010 “Mobilization and Demobilization”, which shall be full compensation for all materials, equipment and labor required including, but not limited to, Preliminary Baseline Project Schedule; review meetings; revisions as directed by the ENGINEER; Schedule Reports; Monthly Progress Schedules; Three Week Look Ahead; any required Time Impact Analysis; Remedial Project Schedules; including any and all other incidentals necessary to complete and comply with the work as described herein.

**END OF SECTION 108**