

108 PROSECUTION AND PROGRESS

108-1 SUBLETTING AND ASSIGNMENT

The prime contractor, or contractor on an ALDOT project is the entity that contracts directly with the State of Alabama for performance of work. A subcontractor is an entity that contracts with the prime contractor to execute and perform any part of an ALDOT contract. When a prime contractor assigns work, or subcontracts work to another entity it is sometimes referred to as subletting the work.

Entities hired by the contractor to transport materials to or from project-dedicated material sources or waste areas, and entities that establishes a temporary plant or facility of any kind on or near a project for the purpose of furnishing material for is considered subcontractors and requires an approved sublet agreement.

Rental agreements by subcontractors to lower-tier subcontractors do not require ALDOT approval. In addition, the following entities are not considered subcontractors and also do not require approval of sublet agreements.

- ▼ Material and product suppliers and vendors
- ▼ Trucking owner-operators providing materials or product transport
- ▼ Trucking companies transporting materials and products from sources that are not exclusively, or nearly so, dedicated or adjacent to the project (aggregate, concrete, asphalt, commercially available borrow material, etc.)
- ▼ Entities providing professional services that require professional licensure or certification (professional engineers, professional land surveyors, qualified credentialed professionals, etc.)
- ▼ Entities providing timber harvesting services where the work is performed at no cost, or the contractor is compensated for the work

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SUBLETTING

No portion of a contract may be subcontracted, sublet, or assigned to another party without written approval from ALDOT. This requirement also extends to items of work that are a subsidiary obligation of another pay item.

Work performed without sublet approval will be designated as unauthorized work as described in ALDOT Standard Specifications for Highway Construction (SSHC) 105.11 and 105-11 above. Unauthorized work will either removed and replaced or left in place without payment. ALDOT approval of subcontracts, subletting, or assignment of work to others does not relieve the prime contractor of any responsibility for fulfillment of the contract.

When a contractor sublets work, the subcontractor becomes a second-tier contractor. When a second-tier contractor sublets work, the subcontractor to whom the work is sublet becomes a third-tier contractor. The existence of subcontractors, regardless of the number of tiers does not relieve the prime contractor of any responsibility for fulfillment of the contract.

The prime contractor is obligated to directly perform contract work equal at least 30% of the original total contract. However, the cost of items designated by ALDOT as "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the prime contractor. Specialty items are designated with the specialty item field in CAMMS marked with a Y and will have the word "specialty" at the end of the item description.

In case of default, the contractor's surety is permitted to perform all the work performed under sublet approval.

Approval of Sublet Agreement. All contractors (prime, second-tier, third-tier, etc.) must be willing parties to the sublet agreement and submitted request for approval to subcontract work. The request for permission to sublet is submitted by the prime contractor to the Office Engineer after an agreement has been made between the prime contractor and subcontractors to perform the work. By execution of the request, the prime contractor gives assurance that all pertinent provisions and regulations including labor standard provisions of the contract with the State of Alabama have been furnished to the subcontractor and made a part of the subcontract. Execution by the subcontractor certifies that a copy of the provisions and regulations including labor standard provisions of the contract that relate to the items of work in the subcontract have been furnished by the prime contractor to the subcontractor.

The Office Engineer checks the request for accuracy and after proper execution by the Transportation Director, distribute the approved document to all parties concerned. *The Subcontractor should not be allowed to work on the project until the sublet agreement is approved and executed.*

Rental Agreements. Often contractors will rent or lease equipment to perform the required work. Equipment rental may be from equipment rental companies or other contractors, including those working on the same project. Rented or leased equipment may be operated by the contractor renting the equipment (the lessee) or by the entity using the equipment (lessor).

When a subcontractor leases equipment from a prime contractor and the equipment operator is an employee of the lessee, a rental agreement must be executed, and the operator must be shown on the lessee's (subcontractor's) payroll. Rental or lease agreements are also required when the lessee is a certified disadvantaged business enterprise (DBE) and DBE participation documentation is required, regardless of who operates the equipment. Rental agreements with DBE contractors as the lessor must state whether the operator is an employee of the lessee or lessor.

Rental agreements must be fully executed (with signatures) between the lessor (contractor) and lessee (subcontractor), with each agreeing to the provisions set forth in the agreement. Agreements must be forwarded to the project manager for review and concurrence by the Area Construction Engineer.

Subcontractor payroll submittal requirements are addressed in [109-09](#). DBE requirements are addressed in [111](#).

108-2 NOTICE TO PROCEED

When the Office Engineer issues the notice to proceed to the contractor, the Region and Area Operation Engineers are also notified. The contractor is expected to begin work within 15 calendar days of the issuing of the notice to proceed unless notified in writing or otherwise specified by special provision. Time charges should begin in accordance with SSHC 108.08 (b). See also [108-8](#).

The actual contractor start date should be coordinated and communicated during the preconstruction conference, the onsite stormwater meeting, and other formal and informal opportunities for communication prior to beginning work.

108-3 PROGRESS SCHEDULE OF OPERATIONS

The contractor is required to submit a schedule of major operations for projects with a contract time greater than 90 working days or 180 calendar days. Projects with shorter contract time durations may also require submittal of an operations schedule. For most projects, the schedule of operations may be submitted using the bar chart schedule on Form C-10, Progress Schedule of Operations. For some complex projects and those with contract times greater than 180 working days or 360 calendar days, the contractor must submit a schedule using the Critical Path Method (CPM). CPM identifies the critical path for a project. The critical path is the longest sequence of tasks that must be completed to deliver the project, and these tasks are referred

to as critical activities because delaying them delays the overall schedule. Float is another term used in CPM scheduling. Float is defined as the amount of time the completion of an activity can be delayed without affecting either its earliest successor (“free float”), or without affecting the finish date of the project or project milestone (“total float”). The required schedule of operations must be submitted to the Area Construction Engineer for approval at or prior to the preconstruction conference. Schedules of operation must be updated and resubmitted when the contractor makes significant changes to the planned schedule, when time extensions are granted, and whenever requested by ALDOT. For CPM schedules, update submittals are required monthly within 3 days of the monthly estimate cutoff date.

Monthly progress meetings are also required for projects requiring a CPM schedule. Monthly update meetings will include discussions of past and future planned activities. The Contractor must include actual completion dates for activities completed in each monthly update.

Specific content, formatting, deadlines, and other requirements for both types of required schedules of operation are provided in SSHC 108.03.

The following items should be considered when reviewing and determining an acceptable schedule:

- ▼ Are all major items of work included on the schedule?
- ▼ Are there clear relationships between activities?
- ▼ Is the sequence of operations logical?
- ▼ Is the schedule arranged per plan phases?
- ▼ Do the sequence and schedule address contract requirements for continuous pursuit of permanent stabilization for each drainage area?
- ▼ Are activity durations reasonable?
- ▼ Does the completion date fit the duration allowed by contract?
- ▼ Are special requirements from plan notes or special provisions included?

In addition to the required submittals and updates, the project manager should also review the schedule of operations at the completion of major items or work and completion of project phases. The schedule of operations should also be reviewed before, during, and after any type of delay to determine the source of the delay and how the delay might affect the overall schedule.

A revised schedule should be submitted by the contractor when there is a major change in schedule from the original and when time extensions are granted.

An extension of time for performance will be considered only to the extent that a delay to an activity or activities exceeds the total float along the project critical paths within the current approved schedule.

The results of schedule reviews and discussions should be documented in the dairy. The diary entry should include the reasons the contractor cannot proceed with work as scheduled. This documentation is helpful when reviewing time extension requests and delay claims. See [108-09](#) for additional information regarding time extensions.

108-4 PROSECUTION OF WORK

PRECONSTRUCTION CONFERENCE

The contractor and subcontractors are required to attend a preconstruction conference after the contract award and prior to the start of work. The purpose of the preconstruction conference is to discuss the requirements of the contract and how the work will be prosecuted. The priorities and expectations of ALDOT will be shared along with the contractor's schedule of operations and plan for executing the work. Federal, state, and local representatives may be in attendance as well as contractor subcontractors and materials suppliers. The preconstruction conference presents a good opportunity to begin establishing working and partnering relationships.

The Area Construction Engineer is responsible for coordinating the preconstruction conference with the contractor. The following stakeholders should be considered for invitation and attendance at the meeting, depending on the type of work required.

- ▼ Construction Bureau personnel for atypical contractual provisions, specialty items of work, and/or environmental sensitivities
- ▼ Other bureau staff for specialty items of work (Bridge Bureau, Materials and Tests Bureau, Right of Way Bureau, Design Bureau, etc.)
- ▼ Region, Area, District, and Project Office staff
 - Region and/or Area Pre-Construction Engineer and project designer
 - Region Public Information Specialist
 - Region Right of Way Manager
 - Area Operations Engineer
 - Area Construction Engineer and assistants
 - Area Equal Employment Opportunity Officer
 - Area Local Transportation Engineer
 - Area Material & Tests Engineer
 - Area Utility Manager
 - Area Stormwater Coordinator
 - District Administrator
 - Project Manager
 - Senior Inspectors
 - Project QCI
 - Project Traffic Control Inspector
 - Survey Party Chief

- ▼ Consultants serving in above roles
- ▼ FHWA Division personnel
- ▼ Local officials and representatives
- ▼ Affected utility companies
- ▼ Applicable regulatory entities

The invitation letter to the contractor from the Area Construction Engineer should include the following elements and information at a minimum.

- ▼ Date of the invitation letter
- ▼ Addressed to the contractor representative
- ▼ References the contract with the project number and description as shown on the contract documents
- ▼ Day and date of the scheduled preconstruction conference
- ▼ The location of the scheduled preconstruction conference with address, building, room, and directions if necessary
- ▼ The purpose of the meeting (to discuss the requirements of the contract and how the work will be prosecuted)
- ▼ Reminder of items required by the contract to be submitted prior to or during the meeting and may be discussed (see list of required submittals below)
- ▼ Request for the contractor to forward the invitation to appropriate subcontractors and suppliers. The contractor should be encouraged to invite the following if applicable and if their presence would be beneficial to the meeting.
 - Equal Employment Opportunity representative
 - Superintendent
 - Forepersons and crew leaders
 - Contractor QCI and Contractor QCP
 - Subcontractors
 - Material suppliers
 - Specialty haulers
- ▼ Copy all stakeholders to be invited by ALDOT. See listing of potential invitees above.

A sign-in sheet with spaces for attendee name, entity representing, and contact information (phone/email) should be completed by all attendees. Information for those attending virtually should be collected and documented with the meeting minutes. Detailed written meeting minutes should be taken during the meeting and issued to contractor and FHWA (if applicable) afterward along with a copy of the sign-in sheet.

Additional documentation of the meeting should include an audio and/or video recording of the meeting to be stored at the Area Office. The date of the preconstruction meeting should be recorded in CAMMS on the Key Dates/Critical Dates screen.

An agenda should be developed and furnished to all attendees prior to commencing the preconstruction conference. This will help to ensure that all important topics are covered and will keep the discussion flowing toward completion during the allotted time. The Area Construction Engineer facilitates the meeting discussion. Below is an outline that may be used to develop a meeting agenda template and to guide the meeting discussion.

Welcome:

- ▼ Introduce the facilitator
- ▼ Recognize dignitaries and elected officials
- ▼ State any rules for the meeting and remind attendees to complete the sign-in sheet
- ▼ Provide facility information such as and emergency exit and bathroom locations
- ▼ Summarize the project –
 - Project number, location, and general scope of work
 - Prime contractor
 - ALDOT project manager
 - Applicable Standard Specifications version/year (as may be modified by contract special provisions and plan notes)
 - Applicable Standard & Special Drawings version/year (as may be modified by plan details)
 - Contract time in working days, calendar date, or calendar date.
 - Date notice to proceed issued
 - Date time charges start
 - DBE participation goal

Attendee Introductions with opportunity to speak if desired:

- ▼ ALDOT primary contract administration representatives
- ▼ Contractor primary operational representatives
- ▼ FHWA, local government, and regulatory agency representatives
- ▼ Name, entity represented, role for all attendees

Authority, Communication, and Human Resources:

- ▼ Expectations for communication and project issues resolution (project office level first)
- ▼ Expectations and process for correspondence and submittals (to project manager first, unless stated otherwise in the contract)
- ▼ Subcontracting, Subletting, and Suppliers -
 - All subcontractors must be approved prior performing work.
 - All subcontractor work will be under the supervision of the prime contractor - the prime contractor is responsible for all work.
 - Certificate of payment to subcontractors (SSHC 109.08)
 - Equipment Rental Agreements
- ▼ Human Resources -

- Labor and Payroll requirements
- Equal Employment Opportunity
- Training requirements and opportunities
- Disadvantaged Business Enterprises -
 - List of DBEs that will be working on project
 - Plans for meeting DBE goals
- Safety -
 - Contractor employees
 - ALDOT employees and representatives
 - Jobsite visitors
 - Traveling public

Required Submittals.

- ▼ Status of submittals required prior to or during the preconstruction meeting. These may include the following:
 - DBE Utilization Plan
 - Equipment rental or lease agreements
 - Name and contact information for materials suppliers
 - Name and contact information for subcontractors
 - Name and contact information for contractor personnel –
 - Safety Officer
 - Equal Employment Opportunity Officer
 - Project Superintendent (with after-hours and emergency contact information)
 - Person responsible for traffic control (with after-hours and emergency contact information)
 - Contractor QCI and QCP (if QCP required by plan note)
 - Spill Prevention Control and Counter Measures (SPCC) Plan for all fuel or chemical storage tanks or facilities located on ALDOT right of way (SSHC 107.22)
 - Authorized signatory for labor payrolls (affidavit required per CFR referenced in SSHC 107.01)
 - Progress Schedule of Operations (SSHC 108.03)
 - Three copies of the Contractor’s Stormwater Management Plan (SWMP) developed using ALDOT’s SWMP template and including all required submittals, information, and plans (SSHC 108.04(b))
 - Environmental clearances for offsite areas (borrow, waste, etc.; SSHC 107.21)
 - Six copies of a Quality Control Plan for Full Depth Reclamation (SSHC 302.03).
 - Certification of training of all contractor personnel involved in the implementation, operation, and inspection of traffic control are trained, or will

- be trained prior to beginning work, appropriate to the decisions each individual is required to make in accordance with 23 CFR 630 Subpart J (SSHC 740.03)
- List of all materials suppliers for inspection of materials (SSHC 800.02)
- Required trainee program information (special provision FH0004)
- Documentation of the dissemination of the contractor's Equal Employment Opportunity policy and affirmative action obligations to employees (special provision FH0005)
- ▼ Reminder of submittals required for items of work in initial project phases and those with longer lead or review times -
 - Railroad notifications and agreements (SSHC 107.08)
 - Fire Prevention and Control Plan and burn permits (SSHC 107.13)
 - Hot Mix Asphalt mix design
 - Concrete mix design
 - Shop and working drawings
 - Thermal Control Plan for managing concrete temperatures

Construction Sequence:

- ▼ Sequence of Construction in plans.
 - Requested changes to the sequence of construction shall be submitted in writing for approval.
- ▼ Contractor schedule of operations.
 - Planned start date and commencement dates for all major operations.
 - 72-hour advance notice of beginning work is required.
 - 24-hour notice is required in advance of beginning certain types of work such as driving piles, placing concrete, etc.
 - Planned staffing and equipment.
 - CPM-related required elements.
- ▼ Contract requirements for continuous prosecution of the work and continuous pursuit of permanent stabilization for each drainage area (SSHC 108.04).

Operation-Specific Topics:

- ▼ Traffic Control
- ▼ Bridge Construction
- ▼ Environmental Protection and Compliance -
 - Environmentally sensitive elements of the project including regulatory requirements, commitments, and areas of the project that need enhanced protections
 - Construction stormwater permit coverage
 - Other applicable regulatory permits, conditions, and sensitivities
 - Status of the Contractor SWMP
 - Set date and time for onsite stormwater meeting (required prior to work start).

- ▼ Utility Coordination -
 - Known and potential conflicts
 - Relocation work agreements and anticipated completion dates
- ▼ Railroad Coordination -
 - ALDOT-secured agreements
 - Contractor-secured agreements
- ▼ Right of Way -
 - Known and anticipated conflicts and encroachments
 - Special agreements with adjacent property owners

Contract Documents (highlight critical, atypical, and highly sensitive elements; discuss any contractor concerns):

- ▼ Plans -
 - Typical Sections and Project Details
 - Project Notes
 - Summary of Quantities
 - Discuss any noted missing items and potential quantity errors.
 - Plan/Profile Sheets
 - Paving Layout, Striping and Signing
 - Drainage Sections
 - Traffic Control Plan – discussed earlier
 - Utility Sheets – discussed earlier
 - Erosion and Sediment Control Sheets – discussed earlier
 - Bridge Sheets – discussed earlier
 - Soil Borings
 - Cross Sections
- ▼ Contract Specifications and Special Provisions -
 - General -
 - Discuss all recently adopted special provisions.
 - Discuss other specifications that address troublesome areas or are associated with required specialty work.
 - Load Restrictions (SSHC 105.12)
 - Contractor Claims (SSHC 110.04)
 - Surface Smoothness (SSHC 410.05)

Materials:

- ▼ The Build America, Buy America Act
- ▼ Submittal procedures
 - Project staff
 - Contractor
- ▼ BMT-38 (Summary of Tests)
- ▼ Testing for Specific Items

Closing Comments:

- ▼ Remaining items not already discussed.
- ▼ Next steps/action items.
- ▼ Adjourn.

SOIL EROSION AND STORMWATER MANAGEMENT

This technical item is addressed in detail in [600 SG-1](#), Construction Stormwater and Environmental Management. A general summary is provided below.

Soil Disturbance Limitations. The delay and limitation of soil disturbance is the most effective practice available to ALDOT and contractors to ensure that stormwater is properly managed. The contractor may not begin work in any drainage area where it is not prepared to pursue the work to completion or to a state of soil stabilization in that area. Once work begins the contractor is required to comply with soil erosion and stormwater management provisions and requirements of all applicable environmental laws, regulations, and contract documents. Failure to do so may result in work stoppage and responsibility for resulting damage and regulatory enforcement action mitigation.

Unless shown otherwise in a plan note, the contractor may not expose more than 17 acres of soil at any given time. Satisfying this contract requirement requires thoughtful planning on the part of the contractor and effective communication on the part of ALDOT. Advancing clearing and grading work from large areas of excavation toward areas of required embankment combined with continual pursuit of stabilization can usually satisfy all soil disturbance limitations. Limited clearing for temporary haul roads may be required to gain early access to large areas of excavation, abutment fills, and large culvert sites.

Onsite Stormwater Meeting. A meeting focused on stormwater and environmental management is required to be held after the preconstruction meeting and prior to work commencement. This meeting is to facilitate the communication of ALDOT priorities and expectations, and the contractor's plans for implementation and compliance. Environmental sensitivities are discussed with invited subcontractor, regulators, and other environmental stakeholders.

Management Plans. Erosion and Sediment Control Plan (ESCP) sheets are included in the plans. These are supplemented by a contractor-developed Stormwater Management Plan (SWMP). SWMP includes operational and storm recovery details and includes personnel and equipment dedicated to implementing the SWMP. Work may not begin until the SWMP has been accepted as complete by the Engineer.

Qualified Credential Personnel. The ALDOT Area Stormwater Coordinator serves as the Qualified Credentialed Professional (Project QCP) for most projects. QCPs must possess appropriate professional credentialing and meet the regulatory definition of QCP.

The Project QCP ensures ALDOT and contractor compliance with the NPDES General Permit, any other related and applicable regulatory requirements, the CBMPP, the ESCP, the SWMP, and other related and applicable contract requirements. ALDOT may also require that the contractor provide a Contractor QCP to further ensure contractor compliance with the contract and regulatory requirements. Contractor QCPs are typically required on environmentally sensitive projects and those with large soil disturbance limitations. A plan note will typically indicate the requirement for a Contractor QCP.

ALDOT also provides a stormwater inspector for each project to help ensure daily compliance. The contractor is also required to provide a Contractor QCI. These inspectors must obtain and maintain status as Qualified Credentialed Inspector (QCI) as defined and recognized by ADEM.

Full-Time Erosion and Sediment Crew. ALDOT may require that the contractor provide a full-time erosion and sediment control crew. When a plan note indicates this requirement the contractor must provide sufficient labor and equipment to ensure compliance with the contract and regulations. Typical indicators that insufficient labor and equipment include long and lingering SWMP and CBMPP task lists, observed lack of storm preparedness and recovery, and potential and actual regulatory violations.

Manufacturer recommendations and requirements should be followed during the installation and application of manufactured products. Manufacturer literature providing application and installation recommendations must be provided to ALDOT and reviewed by the inspector prior to installation or application.

NOTICE OF INTENTION TO START WORK

The contractor should provide written notice of intention to start work at least 72 hours before beginning work. Ideally, this notice is provided prior to or during the preconstruction meeting. In addition, the contractor should provide 24 hours' notice before beginning a particular feature of construction such as clearing in a particular area, concrete placement, pile driving, seeding, and other items of work that require advanced measurement for rate verification.

CONTINUOUS PROSECUTION OF WORK

The Contractor is required to continuously pursue completion of the project and maintain a satisfactory rate of progress for the life of the contract. Continuous prosecution of the work includes both pursuit of completion for purposes of structural integrity and regulatory compliance, and for overall completion of the project within the allotted contract time.

Satisfactory pursuit and progress may be assessed and verified by field observation of unfinished elements of work and by comparing completion of work items against the contractor's Progress Schedule of Operations and CPM schedule. Prosecution and progress is also contractually evaluated by comparing the contract time elapsed against the amount of money paid to the contractor. This evaluation is described under Unsatisfactory Progress below.

Should unsatisfactory prosecution or progress be observed, ALDOT may require that additional labor and equipment be dedicated to the project, it may withhold payment, declare the contractor in default of contract, and/or disqualify the contractor from bidding (see 108-12).

UNSATISFACTORY PROGRESS

The Project Manager evaluates the contractor's rate of progress after preparation of each monthly pay estimate. A satisfactory rate of progress occurs when the percentage of contract time elapsed is not more than 25% above the percentage of completion. Unsatisfactory progress is defined as when percentage of contract time elapsed exceeds the percentage of completion by more than 25%. Percentage of completion is based on monetary payments made or owed to the contractor. "Percent Time Elapsed" and "Percent Complete" are defined below.

The formula is as follows:

$$\text{Percent Time Elapsed} = 100 \left[\frac{\text{Days Charged}}{(\text{CT} + \text{TE})} \right]$$

$$\text{Percent Complete} = 100 * \left[\frac{(\text{WP} + \text{FA}_1)}{(\text{AC} - \text{PBPI})} \right]$$

Where,

Days Charged = Number of days charged towards the completion of the work.

CT = Original Contract time (Days)

TE = Number of days of time extension (Days)

WP = "Work Performed" (Dollars)

FA₁ = Payments for Extra Work paid by Force Account (Dollars)

AC = "Adjusted Contract Amount" (Dollars)

PBPI = Payments for "Progress Based Pay Items" (Dollars)

The decimal values derived by the terms " $(\text{Days Charged}) / (\text{CT} + \text{TE})$ " and " $(\text{WP} + \text{FA1}) / (\text{AC} - \text{PBPI})$ " are rounded to the nearest hundredth. Calendar date projects are converted to calendar days for the purpose of this calculation.

PROJECT PROGRESS TERMINOLOGY

Adjusted Contract Amount - the current contract amount that is determined by applying actual and projected changes to the Contract Bid Price (original contract amount) caused by quantity overruns or underruns in contract items and actual and projected costs for extra work, either by supplemental agreement or by force account.

Original Contract Amount - the total contract bid price not including changes caused by quantity overruns, underruns, or extra work.

Progress Based Pay Items - contract pay items for which progress payments (monthly estimate payments) are based on the progress of construction. Progress based pay items include Mobilization, Construction Fuel, Geometric Controls, and other items for which payments will be based on the progress of construction.

Work Performed - the dollar amount of work that has been completed at a point in time when progress payments (monthly estimate payments) will be made. Work Performed is the payment for the designated physical construction work that has been completed and accepted for payment. Work Performed will not include the following:

- ▼ Payments for extra work done on a Force Account basis.
- ▼ Payments that were or will be based on the progress and quality of the construction.
- ▼ Payments that were, or will be made for material price adjustments, fuels, and stored or unused materials.

Figure 1.108 Project Progress Terminology.

When progress is unsatisfactory, the Project Manager notifies the Area Construction Engineer. The State Construction Engineer is notified of the unsatisfactory progress with a recommendation for enforcement action. Following review and concurrence, the State Construction Engineer sends a warning notice of possible disqualification to the Contractor by certified mail (return receipt requested).

The Contractor is allowed 10 calendar days from the date of the receipt of the notice of possible disqualification to complete enough of the work to achieve satisfactory progress. The contractor may also submit in writing an acceptable explanation for the lack of progress.

At the end of the ten calendar day period, a final notice of disqualification from further bidding will be issued if the progress of the work remains unsatisfactory or the explanation for the unsatisfactory progress is unacceptable.

108-5 LIMITATIONS OF OPERATIONS

The contractor and ALDOT should consider and accommodate the safety and convenience of the traveling public in all matters related to traffic operations sequencing, detour planning, and traffic handling. ALDOT may dictate scheduling and handling of traffic interference to ensure the safety and convenience of the traveling public.

108-6 CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT

The contractor is required to employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. Workers should be provided in sufficient numbers and quality of skill, experience, and character to carry out the work in a professional manner. ALDOT may require that any person not meeting these requirements be removed from the project.

Equipment should be provided in sufficient types, sizes, condition, quantity, and quality to perform the work in a safe and satisfactory manner.

Unless otherwise dictated in the contract, the means and methods of the contractor to perform and complete the work are of its own choosing. Where means and methods are dictated in the contract, the contractor may request to use alternate means and methods. A request including a full description of the methods and equipment proposed and the reasons for desiring to make the change should be provided to the Project Manager in writing.

If conditional approval of alternate methods is given, it will be on a trial basis and will come with the expectation that the work product will be in conformity with other contract requirements. Any deficient work will be addressed as described in 105-11 and the contractor will complete the remaining construction with the specified methods and equipment. Contractor innovation in methodology is encouraged by ALDOT through a value engineering process. This concept is described in [104-8](#) and SSHC 104.08.

108-7 TEMPORARY SUSPENSION

ALDOT has the authority to suspend all or portions of the project work due to contractor action or inaction that is contrary to the contract and for weather-related or other unsuitable conditions. Other potential causes of suspension of work include court-ordered stoppage or termination and automatic suspensions due to operational check periods, seasonal limitations, and curing periods on calendar day projects.

After a temporary suspension, requests for contract time extension should be provided to the Project Manager by the contractor within 7 calendar days of receipt of notice to resume work. Considerations for contract time extension will be based on the nature of the cause for the suspension and the specification requirements and remedies available in 105-15, SSHC 108.07 and SSHC 108.09.

Suspension Of Contract Time for Company Vacations. As a matter of policy, the Area Construction Engineer may grant a suspension of contract time for working day contracts in observance of the contractor's customary annual company vacations. Consideration for time extension will not be given for calendar day or calendar date contracts or those with incentive/disincentive provisions for early/late completion. Time suspension approval may be withdrawn if the project is not placed and maintained in a condition that is safe, structurally sound, in compliance with the contract and applicable laws and regulation, or for any other reason the Area Construction Engineer deems reasonable.

108-8 DETERMINATION OF CONTRACT TIME

Contract time will be set prior to contract letting and shown in the project proposal and contract. The number of working days assigned to a contract will be set during final plan review by the Construction Bureau. Contract time will be established by taking into consideration the type and amount of work involved in the contract along with the recommendation of the Region. Assistance and recommendations from area construction engineers will also influence the amount of contract time assigned.

Contract time will be shown as working days, calendar days, or calendar date. Generally, contract time will be set on a working day basis for all contracts. Calendar day contracts will be assigned by the Construction Bureau on a limited basis, and only in special circumstances. Similarly, assignment of contract time on a calendar date basis will only occur in special circumstances when it is critical that a contract be completed on or before a specific date.

Calendar date contract time may be appropriate for projects with lengthy detours, or less-than-ideal traffic patterns in terms of congestion and safety. Calendar date contracts may also be desired to accommodate the beginning of school and opening of businesses or industries. The use of incentive and disincentive provisions may also be considered for the above circumstances. GFO 4-7 provides guidance for setting incentive/disincentive rates. Table 1.108 provides an average of anticipated available work days for ALDOT regions. This table is the product of research that evaluated monthly adverse weather workdays for each region. Non-workdays considered in the research included weekends, Alabama legal holidays, and adverse weather days. The adverse weather conditions were determined from threshold conditions of daily rainfall greater than 0.2 in. and daily mean air temperature less than 40° F.

The data incorporates decades of rainfall records from weather stations spread across the state. The averages do not account for recent climate-related changes in temperatures and rainfall intensities.

Table 1.108 Monthly Average Available Work Days in three climate zones.

Monthly Average Available Work Days (AAWDs)			
Month	North Region	Central Regions	South Regions
January	9	11	13
February	10	12	14
March	16	17	18
April	17	17	17
May	18	18	18
June	17	17	17
July	18	17	17
August	19	19	18
September	18	18	18
October	18	19	19
November	14	15	16
December	11	13	15
Annual AAWDs	185	193	200
% of 365 Days	51%	53%	55%

Contract Time Charges. Contract time charges begin when the contractor begins work, or no later than 15 calendar days after the issuance date of the Notice to Proceed. Time charges generally end upon satisfactory completion of all contract pay items. See 105-15 for time charging policy after the Construction Acceptance Inspection.

Contract time will be charged in alignment with the definitions above for the appropriate type of contract time by the Project Manager. Contract time charges will be documented in the project diary. This decision is based on whether the contractor was able to work on the controlling item of work for 6 hours or more.

A statement of time charges is provided to the contractor each month by the Project Manager using Form C-20, Progress Report. The report shows the number of days in the contract, the number of days charged this month and to date, and the number of contract days remaining.

If a day is not charged, a reason must be provided. A “No Charge Reason” must be selected from the dropdown list in CAMMS. A listing of official reasons for not charging time is provided in Table 2.108 below (from CAMMS Policy and Procedures, rev. 10-19-16). A listing of Legal Holidays is provided in Table 3.108.

CONTRACT TIME TERMINOLOGY

Working Day (daytime work) - Any weekday exclusive of legal holidays that the contractor could have performed work on the controlling item of work for six or more hours. Saturdays and legal holidays that the Contractor elects to work or is approved to work for a period of four hours or more are also considered working days.

Working Day (Nighttime Work) - Any 24-hour period from noon to noon that the contractor could have performed required or approved nighttime work on the controlling item of work for a period of six or more hours. Saturdays and legal holidays that the Contractor elects to work or is approved to work for a period of four hours or more are also considered working days.

Calendar Date Contract – A contract that requires completion of all work or specified milestones on a specific day shown on the Gregorian calendar.

Calendar Day - Every day shown on the Gregorian calendar, beginning and ending at midnight.

Legal Holiday – days that the contractor is not expected to work and will not be charged time on working day contracts. A listing of Legal Holidays based on Alabama Code § 1-3-8 (2022) is provided in Table 3.108.

Terminology 1.108 Contract Time Terminology.

Table 2.108 Official Reasons for Not Charging Time.

No Charge Reason	Explanation
Accepted for Maintenance	Contractor has completed all work, ALDOT/County/City is ready to accept it, and communicates that date to Construction Bureau
Adjustment Period	For Test Strip Work (106.09(d)) that prevents 6 hours of production. See 108.08(d)1.
Awaiting Pre-Construction Conference	
Awaiting Right-of-Entry*	
Between Mowing Cycles	
Cleanup Work	Work to prepare the site for Final Inspection once all Pay Items are complete
Contractor Vacation	Per CIM 1-90
Curing Period	
Days B'twn NTP and Time Charges Begin*	Only used in SiteManager; for Diaries created prior to start of Time Charges
Department Action*	
Earthquake	
Flood	
Fog	
Forest Fire/Smoke	
High Winds	
Holiday	As defined in Subarticle 101.01(b) of ALDOT Standard Specs
Hurricane*	Include the official name of the Hurricane/Tropical Storm event in the Diary Remarks
Ice	
Imminent Bad Weather*	Use in rare circumstances where forecasted bad weather limits the contractor's work to less than 6 hours on items such as a bridge deck pour or surface treatment placement
Legal Delay*	
Operational Check Period*	Example – 30 day burn on Lighting projects
Procurement Period*	When plans/special provisions provide for time to acquire materials
Project Note*	Example – Lane Closure restrictions on a normal workday
Punch List Items	Work to correct any deficiencies noted from Final Inspection per 105.15(a)
Railroad Conflict	
Rain	
Recovery*	
Red Ozone Alert*	Use only in major cities where applicable
Resurfacing Start-Up Delay*	Temporarily reinstated per December 2013 CE/ME Quarterly Meeting & 1/15/14 email
Saturday	
Seasonal Limitation*	
Shortage of Materials (from Suppliers)*	Regional shortage; requires letters from suppliers and approval from Construction Bureau
Snow	
Strikes*	
Sunday	
Suspension of Contract Time*	
Too Cold	
Too Wet	
Tornado	
Utility Conflict*	
Vehicular Accident*	
Waiting on ALDOT Decision*	
Waiting on County Forces*	
Waiting on Cylinder Break*	
Waiting on Final Inspection	Use after all Pay Items and Cleanup Work are complete and until such time a Final Inspection per 105.15(a) is conducted
Waiting on Local Acceptance*	Use for City/County projects when local governing body must agree to accept for maintenance after the final inspection so ALDOT can notify Contractor
Waiting on State Forces*	
Waiting on Vegetation Establishment	Use if all Punch List Items are complete and the only issue is waiting on satisfactory stand of grass to accept the project and request NPDES Permit termination

*Indicates that a Remark with an explanation is required in the Diary if this reason is used.

Table 3.108 Legal Holidays for use in Time charge Determinations

Legal Holidays for Use in Time Charge Determinations	
Legal Holiday	Always Falls On
Sundays	Sunday
New Year's Day	January 1
Robert E. Lee's Birthday/ Martin Luther King Jr.'s Birthday	3rd Monday in January
George Washington's Birthday/Thomas Jefferson's Birthday	3rd Monday in February
Mardi Gras (Mobile and Baldwin Counties only)	Tuesday before Ash Wednesday (which is 46 days before Easter)
Confederate Memorial Day	4th Monday in April
* National Memorial Day	Last Monday in May
Jefferson Davis' Birthday	1st Monday in June
Juneteenth	July 19
*Independence Day	July 4 (observed and actual)
*Labor Day	1st Monday in September
Columbus Day/ Fraternal Day/American Indian Heritage Day	2nd Monday in October
Veterans' Day	November 11
*Thanksgiving Day	4th Thursday in November
*Christmas Day	December 25

* Work is not permitted on any pay item unless approved in writing. No working day is charged for the remaining holidays if the contractor chooses to observe the holiday or is unable to work. The cited reason for not charging time should be "Holiday."

It is also acceptable to not charge a working day when the Governor closes state offices to extend a holiday (e.g., the Friday after Thanksgiving or Christmas Eve) and the contractor elects to not work that day. The cited reason for not charging time in this circumstance is also "Holiday."

108-9 EXTENSIONS OF CONTRACT TIME

Alterations of plans or character of the work may cause an increase in the contract cost or contract time (see 104-2). The time allotted by the contract for completion of the work may be amended by ALDOT by a time extension or time reduction.

The contract requires a contract time extension based on overruns of certain work items. Contractor requests for additional time based on circumstances beyond the control of the contractor may also be considered and approved by ALDOT in addition to that provided for overruns. Time extensions and reductions may also be considered by ALDOT with approval of a value engineering proposal.

Time Extension Based on Overruns

When the total cost of the completed work exceeds the total contract bid price, an extension of contract time is granted in the same ratio as the increase in total cost. The time extension in this circumstance is calculated using Form SJ-120, Contract Time Summary. This form is intended for use at project completion but may also be used to estimate remaining contract time and liquidated damages as the work proceeds. See 108-10 and 108-11 below.

The following costs are excluded from the computation for time extension based on overruns.

- ▼ Supplemental agreements, including compensation for delay claims, regardless of whether time extensions are allowed on the agreements.
- ▼ Overruns of pay items included in SSHC 665 and 672.
- ▼ Overruns of pay items included in a previously approved time extension request.
- ▼ Price adjustments for pavement smoothness.
- ▼ Bituminous material price adjustments.
- ▼ Cost adjustments for Construction Fuel.
- ▼ Adjustments due to the cost of construction fuel for HMA production.
- ▼ Incentive or disincentive payments.
- ▼ Liquidated damages.

TIME EXTENSION ASSOCIATED WITH EXTRA WORK AND VALUE ENGINEERING

When the contract must be altered due to extra work or an approved value engineering proposal, encountered and future impacts to the contractor's schedule as a result of extra work should be evaluated. If adjustment to the contract time is deemed necessary, it should be accounted for with the associated supplemental agreement. Amended contract costs associated with supplemental agreements are not included in calculations for contract-prescribed time extensions for overruns.

TIME EXTENSION BASED ON CONTRACTOR REQUEST

The contractor may submit a written request for an additional extension of contract time if work cannot be completed within the contract time as extended due to overruns and extra work addressed by supplemental agreement or value engineering proposals. A full justification for the request must be provided by the contractor prior to the expiration of contract time.

TIME EXTENSION APPROVAL

The Region Engineer has the authority to approve time extensions on working day and calendar day projects. Time extensions on calendar completion date projects must also be approved by the State Construction Engineer. All contract time extensions for projects with full federal oversight require FHWA approval.

Unless prescribed by the contract for overruns, time extensions are negotiated between the contractor and area and region offices. Contractor actions and inaction that cause work suspensions and delays will not be considered as justification for a time extension. An assertion that not enough time was allowed by the original contract is also not sufficient justification for a contract time extension.

The following information is considered and included with time extension approval documentation.

- ▼ The Contractor's written request for an extension of time.
- ▼ The specific dates to which the time extension applies.
- ▼ A full description of the circumstances that were beyond the control of the contractor.
- ▼ An analysis of the project impact including identification of the controlling item of work and how it was affected and delayed completion of the work.
- ▼ Fragmentary scheduling network graphics showing sequencing of critical activities before and after the change (for projects with CPM scheduling).
- ▼ Any other information considered relevant to the request.

TIME EXTENSION DOCUMENTATION

Time extension requests and approvals are documented on Form C-19 for working day or calendar day projects. Form C-19A is used for calendar date projects. Time extensions associated with extra work and value engineering proposals are documented on Form OE-02, Supplemental Agreement.

Form C-19 documents decisions to add working days or calendar days in contracts for applicable projects. Form C-19 is submitted directly to the State Office Engineer by the Region Engineer after FHWA review and approval if required. A copy is sent to the State Construction Engineer. If FHWA approval is not required, "N/A" is entered on the FHWA signature line.

Form C-19A documents decisions to revise the calendar completion date in contracts for applicable projects. After discussion with Construction Bureau representatives and FHWA if approval is required), Form C-19A is submitted to the State Construction Engineer. After final approval, Form C-19A is sent directly to the State Office Engineer from the State Construction Engineer with a copy of the Region Engineer.

Contract time is modified and adjusted in CAMMS through the Change Order subprocess. Data from forms SJ-120, OE-2, C-19, and C-19A are entered along with an explanation for the time extension only. Reference the ALDOT CAMMS Policies & Procedures for specific entry requirements.

The contractor must update its progress schedule of operations when a time extension is granted prior to work completion.

108-10 FAILURE TO COMPLETE WORK

There are real and potential impacts associated with a contractor taking longer to construct a project than the contract allows. Impacts may be to ALDOT, the State of Alabama, the community where the work takes place, the natural environment, and to the traveling public. Impacts may be in areas of reduced traffic flow and convenience, reduced safety, environmental risks, and economic impacts.

At a minimum, associated unnecessary costs to ALDOT and the State of Alabama include the cost of labor, equipment, and facilities required administer the contract for a longer time than anticipated. ALDOT is compensated for these costs by the contractor for each chargeable day beyond the expiration of contract time as extended as described in 108-09 above. Liquidated damages is a term used to describe compensation to recover ALDOT's additional costs when projects go beyond the approved contract time.

After the expiration of contract time, liquidated damages should be assessed on the monthly estimate at the daily rate specified in the contract. Liquidated damages are then verified upon project completion with Form SJ-120.

108-11 SCHEDULE OF LIQUIDATED DAMAGES

A schedule of liquidated damages is included in the contract (SSHC 108.11). This schedule provides the cost per working day or per calendar day the contractor. The schedule is based on extensive research and calculation to determine the economic impacts to ALDOT when project work extends beyond the allotted contract time.

108-12 DEFAULT OF CONTRACT

Occasionally, it is in the best interest of ALDOT to declare a contractor in default of contract. This happens when the contractor fails to honor the terms of the contract in how they complete the project. SSHC 108.12 lists specific instances that may cause the declaration of default. These include the following.

- ▼ Failure to begin the work under the contract within the time specified in the Notice to Proceed.
- ▼ Failure to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work.
- ▼ Unsuitable work performance and neglect or refusal to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable.

- ▼ Discontinuation of the prosecution of the work.
- ▼ Failure to resume work which has been discontinued within a reasonable time after notice to do so.
- ▼ Becoming insolvent or declaration of bankruptcy, or commission any act of bankruptcy or insolvency.
- ▼ Allowing any final judgement against the contractor to stand unsatisfied for a period of 10 days.
- ▼ Making an assignment without the consent of the surety and approval of the Department.
- ▼ Failure to furnish documentation necessary for final acceptance and payment.
- ▼ Failure to carry out provisions of the contract.
- ▼ Failure to sign the final estimate within the time limits prescribed in SSHC 109.12.
- ▼ Failure to carry on the work in an acceptable manner for any other cause whatsoever.

If any of these instances are observed by the region or area offices, the State Construction Engineer should be notified. Some reasons may require guidance from the Legal Bureau. The State Construction Engineer is responsible for providing written notice to the Contractor and its surety for such delay, neglect, or default.

When insufficient response is provided by the contractor, ALDOT has the authority to relieve the contractor from its responsibilities to complete the work and to cause the work to be completed by another contracting entity or other method. The defaulting contractor or its surety is liable to ALDOT for all costs incurred to complete the work.

108-13 BLANK

Blank.

108-14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The work of the contract is considered to be complete when all work is finished and has been inspected and accepted by ALDOT. See 105-15 for a description of final acceptance procedures.

If the contractor cannot complete the contract due to no fault of its own, or if ALDOT determines that is not in the best interest of the public to further prosecute the work, ALDOT may delete all remaining items of work in the contract. Similarly, contracts may be terminated prior to completion in the case of national emergency.

Reimbursement for associated incurred contractor costs is addressed in SSHC 108.14.