

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
CONTRACT TIME**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 1999 Standard Specifications for Highway Construction, English and Metric. Units of measurement are provided in the subsections in both English and Metric equivalents. The units for this project shall be those specified in the project plans.

108.07. DETERMINATION AND EXTENSION OF THE CONTRACT TIME. *(Modify the first three paragraph as follows:)*

The time allowed for the completion of the work will be stated in the Proposal and Contract, and will be known as the "Contract Time." The Resident Engineer will furnish the Contractor a monthly statement showing the number of days charged to the Contract for the preceding period and the number of days specified for completion of the Contract as of the end of that month. The Contractor will be allowed ten (10) working days in which to file a separate written protest setting forth in what respect said statement is incorrect. If the Contractor fails to file separate written protest within the time specified, the Contractor waives all rights to protest that time charge. It is hereby agreed and understood that a separate written protest of the time charges filed within ten (10) working days as set forth herein is in all cases a condition precedent for the correction of the time charge.

When the Contract Time is on a calendar day basis, it shall consist of the number of calendar days stated in the Contract counting from the effective date of the Notice to Proceed or from the date the Contractor begins work whichever is earlier, including all Sundays, holidays, and non-work days. All calendar days elapsing between effective dates of any orders of the Resident Engineer to suspend work and to resume work for suspensions, not the fault of the Contractor, shall be excluded.

When the Contract Time is a fixed completion date, all work under the Contract shall be satisfactorily completed on or before that date and in accordance with Subsection 105.17. No extension of the completion date will be allowed for inclement or adverse weather, foreseeable causes, or conditions under the control of the contractor. Subsection 108.07(b) shall not apply to any contract containing a fixed completion date. Any modification to a fixed completion date shall be made by change order.