



SECTION 01 32 13
SCHEDULING OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section covers scheduling of work activities including:
 - 1. Other work at site.
 - 2. Working hours.
 - 3. Change of CONTRACT TIMES.
 - 4. Liquidated damages.
 - 5. Suspension of WORK and delays.
 - 6. No damages for delays.

1.02 RELATED SECTIONS

- A. The following is a list of SPECIFICATIONS, which may be related to this section:
 - 1. Section 00 72 00, General Conditions.
 - 2. Section 00 73 00, Supplementary Conditions.
 - 3. Section 01 73 92, Project Utilities
 - 4. Section 01 73 99, Product Delivery, Storage and Handling
 - 5. Section 01 13 00, Site Conditions.
 - 6. Section 01 14 19, Use of Site.
 - 7. Section 01 26 00, Contract Modification Procedures.
 - 8. Section 01 57 19, Temporary Environmental Controls

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.01 OTHER WORK AT SITE

- A. OWNER reserves the right to award other contracts in connection with this PROJECT. CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all WORK. If the proper execution or results of any part of CONTRACTOR's WORK depends upon work of any other contractor,



CONTRACTOR shall inspect and promptly report to ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- B. If the performance of additional work by other contractors is not noted in CONTRACT DOCUMENTS prior to the execution of CONTRACT, WRITTEN NOTICE thereof will be given to CONTRACTOR prior to starting any such additional WORK. If CONTRACTOR believes that the performance of such additional work by others involves CONTRACTOR in additional expense or entitles CONTRACTOR to an extension of the CONTRACT TIME, CONTRACTOR may make a claim therefore as provided in Section 01 26 00, Contract Modification Procedures.

3.02 WORKING HOURS

- A. WORK shall normally not be done on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 5:00 p.m. except for such WORK as may be necessary for proper care, maintenance, and protection of WORK already done, or in cases where the WORK would be endangered or if hazards to life or property would result. If CONTRACTOR believes it necessary to work on Saturdays, Sundays, holidays, or at night, CONTRACTOR shall make prior arrangements with OWNER or ENGINEER and receive written approval at least forty-eight (48) hours before such WORK period so that proper inspection and engineering services can be provided. Such approval may be revoked by ENGINEER if CONTRACTOR fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the WORK. If WORK is done without Engineer's prior approval and, as a result, ENGINEER had not assigned inspectors to the WORK, the WORK done during these periods of time may be declared defective, solely on the grounds that it was not properly inspected. Such adjustments shall be made only at the direction of ENGINEER.
- B. Any WORK performed on a Saturday, Sunday, holiday, or at night shall be at CONTRACTOR's risk in terms of extra work or unforeseen conditions.

3.03 CHANGE OF CONTRACT TIMES

- A. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall commence on date specified in the NOTICE TO PROCEED. Copies of these easements and access permits are available to CONTRACTOR upon request to OWNER.
- B. CONTRACTOR shall proceed with the WORK at such rate of progress to ensure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the WORK.
- C. Changed conditions and CHANGE ORDERS, abnormal or unusual weather conditions, labor strikes, and delays caused by various governmental activities, or as defined below, may be the basis for extending the period for performance. Because these various reasons for delay can have cumulative effect or actually have no effect, CONTRACTOR shall request, in writing on a monthly basis, time extensions and



discuss these requests with ENGINEER to determine whether or not a time extension can be recommended. Should a time extension be granted by OWNER, a CHANGE ORDER, signed by OWNER, will be issued to indicate the new date for completion.

3.04 LIQUIDATED DAMAGES

- A. Breakdowns in equipment or lack of performance by CONTRACTOR will not be considered to be justification for an extension of time. Liquidated damages will be assessed as delineated in the BID and as explained in Section 00 72 00, General Conditions, Article 21, Liquidated Damages.
- B. If CONTRACTOR fails to complete all the WORK as shown on the CONTRACT DOCUMENTS within the CONTRACT TIME, or extension of time granted by OWNER, then CONTRACTOR shall pay to OWNER the amount for liquidated damages as specified in the AGREEMENT for each calendar day that CONTRACTOR is in default after the time stipulated in the CONTRACT DOCUMENTS.
- C. CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is because of the following items, provided CONTRACTOR has promptly given WRITTEN NOTICE of such delay to OWNER or ENGINEER:
 - 1. Any preference, priority or allocation order duly issued by OWNER.
 - 2. Unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of OWNER, acts of another CONTRACTOR in the performance of a contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather as provided above; and
 - 3. Any delays of SUBCONTRACTOR(s) occasioned by any of the causes specified in paragraphs above.

3.05 SUSPENSION OF WORK AND DELAYS

- A. CONTRACTOR agrees that OWNER may suspend the WORK, or any part of the WORK, without invalidating the CONTRACT. Under no circumstance will a suspension absolve CONTRACTOR or CONTRACTOR's sureties of the duties and responsibilities guaranteed under the BOND(s). Any order of suspension must be signed by OWNER. If CONTRACTOR fails to complete all the WORK as shown on the CONTRACT DOCUMENTS within the CONTRACT TIME, or extension of time granted by OWNER, then CONTRACTOR shall pay to OWNER the amount for liquidated damages as specified in the AGREEMENT for each calendar day that CONTRACTOR is in default after the time stipulated in the CONTRACT DOCUMENTS.
- B. The WORK, or any part of the WORK, may be suspended for the convenience of OWNER, or in response to an order of a state or federal court, or on the grounds that CONTRACTOR is in default of any of the CONTRACT conditions.



1. Suspension of the WORK for OWNER's Convenience: Upon decision to suspend the WORK or any part of the WORK for OWNER's convenience, the order of suspension will extend the CONTRACT TIME for the number of days of such suspension, but not to exceed ninety (90) days, if all WORK is suspended. If the suspension applies to only a part of the WORK, a time extension will not be authorized until that part of WORK has resumed and the partial suspension's effect on the entire CONTRACT can be evaluated. In all cases of suspension for OWNER's convenience, the costs to CONTRACTOR will be determined on the basis of a cost adjustment but with no credit given CONTRACTOR for anticipated profits. Upon receiving an order of such suspension, CONTRACTOR shall immediately begin to perform in a manner designed to reduce to a minimum the costs of protecting the WORK and maintaining it in a condition that shall permit its resumption for the least possible start-up cost.
2. Suspension Because of Order of State or Federal Court: The order of suspension will identify the court order that caused the suspension and will extend the CONTRACT by the amount of time specified by the court order. If the court order causes suspension for an indefinite period of time and as a result, a time extension cannot be established, the order of suspension will also be for an indefinite period of time. In these circumstances, CONTRACTOR shall proceed in the manner required by an order to suspend WORK for OWNER's convenience.
3. Suspension or Delay Because of Archaeological, Paleontological, and Historical Discoveries: CONTRACTOR shall immediately inform ENGINEER and OWNER of any evidence that may suggest that archaeological, paleontological, or historical materials may be present in the WORK area. ENGINEER and/or OWNER will, in turn, immediately notify the State of Colorado Historic Preservation Officer.
 - a. Upon making such a discovery, CONTRACTOR shall do whatever is necessary to avoid disturbing that part of the WORK area and to preserve the discovery site. This may require that CONTRACTOR's activities be redirected or stopped completely until a determination of the significance of the discovery is made and how WORK is to proceed.
 - b. If, as a result of CONTRACTOR's efforts to preserve the potential discovery site, CONTRACTOR's activities are delayed or suspended for longer than eight (8) normal working-time hours, CONTRACTOR shall begin to prepare accounting information to support an adjustment to the CONTRACT PRICE or CONTRACT TIME, or both.
4. Suspension Resulting from CONTRACTOR's Failure of Performance: If an order of suspension results from CONTRACTOR being in default of provisions of the CONTRACT, the order will identify the reason, or reasons, for the order. In this circumstance, CONTRACTOR will not be authorized a time extension and costs to CONTRACTOR resulting from such an order of suspension will not be reimbursed by OWNER. An order of suspension issued under these circumstances will remain in effect until CONTRACTOR has acted to remove the grounds for the suspension. CONTRACTOR, during the time of suspension, is responsible for maintenance and safety of the PROJECT site.



3.06 NO DAMAGE FOR DELAY

- A. CONTRACTOR agrees to make no claim for monetary compensation for delay in the performance of this WORK, except if such delay is caused in whole, or in part, by acts or omissions within the control of OWNER or persons acting on behalf of OWNER. If no claim for monetary damages is permitted under this paragraph, CONTRACTOR agrees that any other claim submitted to OWNER for delay shall be fully compensated for by an extension of time to complete performance of the WORK as specified in Article 19, Change of Contract Times.
- B. If, as a result of delay, CONTRACTOR wishes to make a claim for either monetary compensation or an extension of time, CONTRACTOR shall submit that claim to OWNER in writing within thirty (30) days of the occurrence of the incident which CONTRACTOR believes entitled CONTRACTOR to that monetary compensation or extension of time. If CONTRACTOR fails to make the claim within the time provided, CONTRACTOR will be deemed to have waived that claim.
- C. For purposes of this section, the words “persons acting on behalf of OWNER” do not include utility companies, including but not limited to, companies associated in with telephone, telegraph, gas, electricity, water, sewer, and cable television.

END OF SECTION



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