Contractor begins to experience delay to CIW & informs FDOT

PA takes appropriate action to mitigate time & cost of delay

Inform contractor in writing delay caused by contractor

NO

PA investigates...Is CIW delay beyond Contractor control?

YES

Does Contractor submit written Preliminary TE Request per spec 8-7.3.2 w/in 10 Days of start of CIW delay?

YES

Inform contractor in writing TE rejected due to untimely request

NO

Does Contractor have accepted schedule w/ required updates per spec 8-7.3.2 and 8-3.2?

YES

Inform contractor in writing TE rejected due to not having updated accepted schedule

NO

Contractor's right to time ext is waived per Spec. 8-7.3.2

NO

Does preliminary TE Request state the delay start date, the cause of the delay & the CIW delayed per Spec. 8-7.3.2?

YES

Inform Contractor in writing preliminary TE Request insufficient to consider & incomplete. State what is missing

NO

Does Contractor submit written TE Request stating the no. of days requested, with all the info to be considered per Spec. 8-7.3.2?

YES

Inform Contractor in writing TE Request insufficient to consider & incomplete. State what is missing

NO

Does the Contractor submit a complete written TE Request with in 30 Days of the end of the CIW delay per Spec. 8-7.3.2?

YES

Inform contractor in writing TE rejected due to not having updated accepted schedule

NO

PA Calculates time due, if any, & $ due, if any, & makes final settlement offer (note offer is not negotiable)

YES

Contractor accepts offer?

NO

Issue resolved, Inform the Contractor in writing that the TE is rejected due to expiration of allowable contract time per Spec. 8-7.3.2

YES

Contractor accepts offer?

NO

Issue resolved PA prepares TE Letter or SA for time & $ if necessary. Contractor may appeal only to DRB but must prove FDOT determination was w/o any reasonable factual basis

YES

Issue resolved PA prepares unilateral TE Letter or unilateral SA for time & $ if necessary. Contractor may file claim for time or $ beyond that calculated due by PA

NO

Issue resolved PA prepares TE Letter or SA for time & $ if necessary. Contractor may not appeal

NO

Issue resolved PA prepares unilateral TE Letter or unilateral SA for time & $ if necessary. Contractor may not appeal

YES

PA Calculates time due, if any, & $ due, if any, & tries to negotiate a settlement. Note: only $ due are negotiable, time due is not negotiable.

ACRONYM KEY:

TE---------Time Extension
CIW--------Controlling Item of Work
PA---------Project Administrator
SA---------Supplemental Agreement
DRB-------Dispute Review Board