

**0080732, Contract Time Extensions
Comments from Industry Review**

Ghulam Mujtaba
(352) 955-6685

Comments

The following are my comments related to the change in Subarticle 8-7.3.2 (sixth paragraph) which has changed the word (will) to (may) as shown below: The Department may consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Comment and Suggestion: This change will make the requirements of the contract documents unclear. It will make job of the project administrator and contractor of the projects difficult. During the progress of the project there will be discussions, whether the contractor should be given time extension or not. There will not be uniformity between projects regarding the granting of time extension. In my opinion it is obvious that the contractor deserves time extension for controlling items work that are beyond the control of contractors and their suppliers. Therefore, the word "will" better describes the intent and fairness of the department. Suggestion: No change is needed on the aforementioned sentence. Also, change the word "may" to "will" or "may include" to "includes" on the second sentence of the same paragraph as shown below:. Such delays includes an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc.

Frank Ponch
561-262-1205
pfrank@rangerconstruction.com

Comment:

I don't think considering material delays that can be clearly demonstrated by the contractor to have not been caused by the contractor should be up for discussion. The Department should keep the wording "WILL" instead of "MAY" to force CEI/FDOT to review the issue and determine if the delay is true and has merit. This is part of administering the contract and changing the wording to MAY would allow real issues to be passed over.
