

**CONNECTICUT  
SUPPLEMENTAL SPECIFICATION  
SECTION 1.08  
PROSECUTION AND PROGRESS**

**1.08.07 - Determination of Contract Time:**

*Replace the first paragraph with the following:*

The number of calendar days allowed for the completion of the Project will be fixed by the Department, will be stated in the proposal form and Contract, and will be known as the "Contract time." If a Contractor, prior to award of the Contract, anticipates completing the project before the Contract completion date or in less time than the calendar days allowed, the Contractor must submit to the Transportation Manager of Contracts, prior to award, a project schedule indicating the anticipated early completion date and the schedule by which the Contractor would achieve that early completion. If the Contractor does not submit such a schedule prior to award of the Contract, the Contractor shall be barred from making any formal or informal claim for damages or additional compensation that is based (in whole or in part) on an assertion that the Contractor could have completed the Project prior to the Contract completion date if not for the action or inaction of the State. If such a schedule is submitted to the Transportation Manager of Contracts prior to award of the Contract, the failure of the Department to challenge the feasibility or reasonableness of the schedule at that time may not be construed as an admission or acknowledgment that the schedule is feasible or reasonable.

If the Contractor has submitted, prior to commencement of the Project, a schedule that indicates completion of the Project more than 30 calendar days in advance of the Contract completion date, the Department, after award, may issue a no-cost construction order revising the allowable Contract time to that shown on the Contractor's schedule.

**1.08.08 - Extension of Time:**

*In the first paragraph, replace the sentence "The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested." with:*

The Contractor must provide to the Engineer all documentation necessary to support the reasonableness of the additional time requested. When applicable, the documentation shall include, but not be limited to, the following: (a) a complete description of the request or relevant delay(s); (b) all correspondence that shows or reflects how critical-path project activities were affected or delayed; (c) for material delays, all relevant purchase order requests and delivery dates, including all

correspondence relating to those matters; and (d) a time chart comparing (i) an original, baseline or recovery schedule created prior to the alleged causes underlying the request for a time extension with (ii) a schedule showing the actual or anticipated time effects of said underlying causes on the project's progress and completion.

*In the second paragraph, insert the following as a new paragraph after the sentence ending "...concurrent delays for which the State was not responsible.":*

If, in the opinion of the Contractor, an unanticipated event or sequence of events subsequent to award of the Contract makes it feasible for the Contractor to complete the Project at least thirty (30) calendar days earlier than the then-current Contract completion date, the Contractor must either (a) submit to the Engineer, within thirty (30) calendar days of said event(s), a revised Project schedule showing the anticipated early completion, with a written explanation of how said event(s) made that early completion feasible when it otherwise would not have been feasible; or (b) forego any formal or informal claims based on the assertion that the Contractor, because of that event or sequence of events, could have completed the Project early if not for the action or inaction of the State.

*Following this paragraph, insert a paragraph break, and continue with the revised text of the current article:*

Damages for periods of Project delay for which the State has sole responsibility....