

**OVERRUN IN CONTRACT TIME**

CEM-2702 (REV 04/2005)

CONTRACT NO.	COUNTY, ROUTE, BRIDGE OR POST MILES	FEDERAL NO.
CONTRACTOR'S NAME		
DATE WORK COMPLETED		
DATE FOR COMPLETION (Including extensions authorized by the engineer)		
CALENDAR DAYS OVERRUN	WORKING DAYS OVERRUN	

The recommendation for acceptance of this contract was approved by the director subject to determination that if there was an overrun in contract time, a decision relative to assessing the contractor for liquidated damages or extending the contract time and charging the contractor for engineering and inspection costs would be deferred pending further study. The attached information (in the form of a memorandum or determination of claim) contains the result of the study.

RECOMMENDED ACTION CONCERNING TIME EXTENSION, LIQUIDATED DAMAGES AND ENGINEERING AND INSPECTION COSTS (Per Section 8-1.07, *Standard Specifications*):

- ☐ The determination of claim for elimination of liquidated damages is that all of the time involved **was within the control of the contractor**. It is recommended that **no extension of time be granted** and that the contractor be assessed liquidated damages of \$ \_\_\_\_\_ per calendar day for the period from \_\_\_\_\_ to \_\_\_\_\_, both dates inclusive, for a total of \_\_\_\_\_ days and \$ \_\_\_\_\_.
- ☐ A delay of \_\_\_\_\_ working days was caused by circumstances over which **the contractor had no control**. It is recommended that **a time extension of \_\_\_\_\_ working days be granted**. **Such action will extend the date for completion to \_\_\_\_\_**, reducing the overrun to \_\_\_\_\_ calendar days. It is further recommended:
- ☐ That during the period of such extension **the contractor shall be charged** engineering and inspection charges in the amount of \$ \_\_\_\_\_.
- ☐ That during the period of such extension **the contractor not be charged** engineering and inspection costs.
- ☐ That for the remaining overrun of \_\_\_\_\_ calendar days, from \_\_\_\_\_ to \_\_\_\_\_ both dates inclusive, **the contractor shall be assessed** liquidated damages of \$ \_\_\_\_\_ per calendar day for a total amount of \$ \_\_\_\_\_.
- ☐ **The contractor has agreed to accept this decision as to assessment of liquidated damages, and charges for engineering and inspection costs as full settlement of any claim for return of liquidated damages.**

RECOMMENDED BY	APPROVED AS RECOMMENDED
	Director of Transportation
BY (Coordinator, Division of Construction)	BY (Chief, Division of Construction)
Date	Date

**ADA Notice**

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