

7. Altered quantities as specified in [109.3](#).

108.10.2.2 Extension of Contract Time for Severe Weather

- (1) The engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for severe weather days if the number of adverse weather days, as defined in [101.3](#), exceeds the anticipated number of adverse weather days tabulated below.

TOTAL ANTICIPATED ADVERSE WEATHER DAYS FOR EACH CALENDAR MONTH^[1]

Jan: 31^[1] Feb: 28^[1] Mar: 31^[1] April: 5 May: 4 June: 4 July: 3 Aug: 3
Sep: 4 Oct: 5 Nov 1 thru 15: 2 Nov 16 thru 30: 15^[1] Dec: 31^[1]

^[1] Includes an anticipated winter suspension from November 16 through March 31.

^[2] The number of days will be modified in the special provisions for year-round and painting contracts.

- (2) Submit the request to the engineer at the end of the month. Indicate the number of adverse weather days that occurred during that month. Provide progress schedule documentation to show that the controlling item of work was delayed. Show that the delay was beyond the control of the contractor. The engineer will assess the contractor's submittal and indicate how many adverse weather days are confirmed.
- (3) For each calendar month, the engineer will grant a severe weather day for each confirmed adverse weather day that exceeds the number of anticipated adverse weather days [108.10.2.2\(1\)](#) shows. When the contractor requests severe weather days, the engineer will give the contractor a monthly written statement showing the number of days credited for severe weather. At the end of the project, the engineer will extend time on calendar day and completion date contracts for the cumulative number of severe weather days credited each month.

108.10.3 Excusable Compensable Delays

- (1) Compensable delays are excusable delays due to the department's actions or lack of actions, or determined by judicial proceeding to be the department's sole responsibility. The engineer will grant a time extension for a compensable delay if the conditions specified in [108.10.1](#) are met.
- (2) The following are compensable delays:
 1. A contract change for revised work as specified for extra work under [104.2.2.1](#), for a differing site condition under [104.2.2.2](#), or for significant changes in the character of the work under [104.2.2.4](#).
 2. A contract change for an engineer-ordered suspension under [104.2.2.3](#).
 3. The unexpected discovery of human remains, an archaeological find, or historical find consistent with [107.25](#).
 4. The unexpected discovery of a hazardous substance consistent with [107.24](#).
 5. The non-completion of work that utilities or other third parties perform, if the contract specifies a number of days or a completion date for that utility or third-party work. For delays covered under Trans 220 of the Wisconsin administrative code, the engineer will grant a time extension, but the contractor must seek recovery of delay costs from the utility.
- (3) For a compensable delay or a time extension, the department will relieve the contractor from associated liquidated damages under [108.11](#), and will pay the contractor for delay costs determined as follows:
 1. Adjust the contract price as specified in [109.4.2](#) through [109.4.5](#) for delays under item 1 of [108.10.3\(2\)](#).
 2. Adjust the contract price as specified in [109.4.7](#) for delays under items 2 through 5 of [108.10.3\(2\)](#).

108.11 Update liquidated damages based on analysis of fiscal 2020 data.

108.11 Liquidated Damages

- (1) If the contractor does not complete the work within the contract time or within the extra time allowed under engineer-granted time extensions, the department will assess liquidated damages. The department will deduct a specified sum from payments due the contractor for every calendar day on calendar day contracts and completion date contracts, or for every working day on working day contracts, that the work remains uncompleted.
- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages: