**PROGRESS CLAUSE:** Submit a Progress / Critical Path Method (CPM) Schedule. The Engineer for this project is as follows:

Engineer Name, P.E.

Owner/Agency

Mailing Address

City, State Zip Code

Office Phone Number

Email Address

After receiving Notice of Award, start work on the date approved by the Engineer, which must be no earlier than **Month, Day, Year**. In no case may any work be commenced prior to receipt of formal notice of award by the Department.

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**Work/Calendar days language:**

The entire project must be completed within **XX** work / calendar days. Work / Calendar days will be charged on the date work starts, or on the date designated as the starting date in the Progress Schedule whichever occurs earlier.

**Calendar date language; only use applicable examples; avoid repetition of dates:**

All contract work for **Stage X** must be complete and the road/bridge fully open to traffic by the interim completion date of **Month, Day, Year**.

The project must be completely open to traffic by the open to traffic date of **Month, Day, Year**.

All contract work, except for **XXXX**, must be complete by the interim completion date of **Month, Day, Year**. **XXXX** must be complete by the interim completion date of **Month, Day, Year**.

The entire project must be completed by the final completion date of **Month, Day, Year**.

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This is an expedited project. The Contractor is responsible to provide sufficient resources and adjust work schedules to complete work within the contract time.

Failure by the Contractor to meet interim completion, open to traffic, and/or final completion dates will result in the assessment of liquidated damages in accordance with subsections 108.10.C.1 and 108.10.C.2 of the Standard Specifications for Construction and the Special Provision for Liquidated Damages for Other Department Costs for Job Number XXXXXX. Liquidated damages will be assessed separately and simultaneously for failure to meet interim completion, open to traffic, and/or final completion dates. Liquidated damages will continue to be assessed for each calendar day that the work associated with the interim completion, open to traffic, and/or final completion dates remains incomplete, even if these days extend into or beyond seasonal suspension, unless approved otherwise by the Engineer.

Unless specific pay items are provided in the contract any extra costs incurred by the Contractor due to cold-weather protection and winter grading will not be paid for separately, but will be included in the payment of other pay items in the contract.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The Engineer will determine the day, time and place for the preconstruction meeting. The meeting will be conducted after project award and may be rescheduled if there are delays in the award of the project. The named subcontractor(s) for, Designated and/or Specialty Items, as shown in the proposal, is(are) recommended to be at the preconstruction meeting if such items materially affect the work schedule.

**General topics that will affect scheduling can placed here including the reference to the specific contract document.**

Lane rentals assessments will be applied per the Special Provision for \_\_\_\_\_\_\_\_\_\_.

The Contractor must comply with all local ordinances (noise, etc.) as described in the Special Provision for \_\_\_\_\_\_\_\_\_\_.

The Contractor may be required to meet with Department representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding future projects.