

**SECTION 01 26 20  
WEATHER DELAYS**

**PART 1 - GENERAL**

**1.01 EXTENSIONS OF CONTRACT TIME**

If the basis exists for an extension of time in accordance with paragraph 8.3 of the Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days and Dry-out Days in excess of the number of days listed as the Standard Baseline for that month.

**1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE**

- A.** The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for the State of Tennessee for Adverse Weather Days and Dry-out Days
- B.** Standard Baseline is defined as the normal number of calendar days for each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C.** Standard Baseline (including Dry-out Days) is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
15	14	10	9	9	8	9	6	5	6	8	14

Partial months of contract duration shall be prorated in direct proportion with the number of contract days in the month.

**1.03 ADVERSE WEATHER and WEATHER DELAY DAYS**

- A.** Adverse Weather is defined as the occurrence of one or more of the following conditions within a 24 hour day that prevents construction activity exposed to weather conditions or access to the site:
  - 1.** Precipitation (rain, snow, or ice) in excess of 0.10" liquid measure;
  - 2.** Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice; and/or,
  - 3.** Sustained wind in excess of twenty-five m.p.h.
- B.** Adverse Weather may include, if appropriate, Dry-out or "mud" days:
  - 1.** Resulting from precipitation days that occur beyond the amounts indicated in 1.03, A, 1; and,
  - 2.** Only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and,
  - 3.** At a rate no greater than one Dry-out day for each cumulative, whole inch of precipitation (not including rounding) during consecutive days of precipitation beyond the amounts indicated in 1.03, A, 1.
- C.** A Weather Delay Day may be requested if adverse weather prevents work on the project for 50% or more of the contractor's scheduled workday for critical path construction activities included in the day's schedule. Weekend days or holidays may only be considered if Contractor had previously scheduled critical path construction activities on that day.
- D.** Weather Delay Days shall be cumulative for the duration of the Work, or Phases of the Work.

1. Excess Weather Delay Days and Standard Baseline Days may be carried forward to subsequent months. Any required modifications to the Contract Time or phase durations will be based on the collective monthly totals and will be credited to the project by Change Order approximately two weeks prior to the contractually required date of Substantial Completion.
2. If the project is completed in phases, any added Weather Delay Days shall apply to the referenced phase only unless the days are cumulative to the duration of the Work as a whole, or it can be demonstrated that the delay to the phase impacts the critical path for the total Work.
3. In no case shall the cumulative number of Weather Delay Days cause the Contract Time or phase durations to be reduced.

#### **1.04 DOCUMENTATION and SUBMITTALS**

- A. On a monthly basis, beginning with the second month of work, the contractor shall submit Section 01 26 25 – Monthly Weather Delay Report, for the month prior (one month in arrears), except during the final month, where two reports shall be submitted prior to the payment application at Substantial Completion. This submission is required for all months, even those with no Weather Delay Days being claimed. With each Section 01 26 25 submission the contractor shall also submit the following supporting documents for all days where work is affected by weather:
  1. Submit daily jobsite work logs showing which and to what extent critical path construction activities have been affected by weather on a monthly basis.
  2. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by Designer at beginning of project.
- B. The designer shall review the Monthly Weather Delay Report in conjunction with the Owner and return a signed copy showing the accepted number of Weather Delay Days for that month and the cumulative effect to date for the Work.
- C. Use Standard Baseline data provided in this Section when documenting actual delays due to weather in excess of the average climatic range.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods and submit in accordance with the procedures for Claims established in paragraph 4.3 of the Conditions.
- E. If an extension of the Contract Time is appropriate, such extension shall be made in accordance with the provisions of Article 7 of the Conditions, and the applicable General Requirements. A single Change Order will be written for the cumulative days for the total Work or phase of the Work, as applicable in conjunction with the associated Substantial Completion.

**END OF SECTION**