



1 THE CONTRACTOR, SUBCONTRACTOR OR MATERIALMAN IS PROVIDING SERVICES AS  
2 PROVIDED FOR IN THE CONTRACT, OR ANY DISRUPTION, INTERFERENCE, INEFFI-  
3 CIENCIES, IMPEDANCE, HINDRANCE AND ACCELERATION CAUSING DAMAGES TO BE  
4 SIMILARLY INCURRED BY SUCH PERSON OR ENTITY.

5 3. "CLAIM" SHALL MEAN A REQUEST FOR ADDITIONAL COSTS FROM THE FOLLOW-  
6 ING CAUSES LISTED IN THIS SUBDIVISION ATTRIBUTABLE TO DELAY IN THE  
7 PERFORMANCE OF A CONTRACT, OCCASIONED BY ANY ACT OR OMISSION TO ACT BY  
8 THE PUBLIC OR PRIVATE PERSON OR ENTITY WITH WHOM A CONTRACTOR, SUBCON-  
9 TRACTOR OF MATERIALMAN HAS CONTRACTED WITH, BUT SHALL NOT INCLUDE DELAY  
10 FROM ANY OTHER CAUSE, WHICH DELAY SHALL BE COMPENSATED FOR SOLELY BY AN  
11 EXTENSION OF TIME TO COMPLETE THE PERFORMANCE OF THE WORK:

12 (A) THE FAILURE OF THE PUBLIC OR PRIVATE PERSON OR ENTITY TO TAKE  
13 REASONABLE MEASURES TO COORDINATE AND PROGRESS THE WORK;

14 (B) EXTENDED DELAYS ATTRIBUTABLE TO THE PUBLIC OR PRIVATE PERSON OR  
15 ENTITY IN THE REVIEW OR ISSUANCE OF ORDERS-ON-CONTRACT OR FIELD ORDERS,  
16 IN SHOP DRAWING REVIEWS AND APPROVALS OR AS A RESULT OF THE CUMULATIVE  
17 IMPACT OF MULTIPLE ORDERS ON CONTRACT, WHICH CONSTITUTE A QUALITATIVE  
18 CHANGE TO THE PROJECT WORK AND WHICH HAVE A VERIFIABLE IMPACT ON PROJECT  
19 COSTS;

20 (C) THE UNAVAILABILITY OF THE SITE FOR SUCH AN EXTENDED PERIOD OF TIME  
21 WHICH SIGNIFICANTLY AFFECT THE SCHEDULED COMPLETION OF THE CONTRACT; OR

22 (D) THE ISSUANCE OF A STOP WORK ORDER RELATIVE TO A SUBSTANTIAL  
23 PORTION OF WORK FOR A PERIOD EXCEEDING THIRTY DAYS.

24 S 5-1802. DAMAGES FOR DELAY IN CONTRACTS. ALL CONTRACTS MADE AND  
25 AWARDED SHALL CONTAIN, OR BE PRESUMED TO CONTAIN, A CLAUSE WHICH ALLOWS  
26 A CONTRACTOR, SUBCONTRACTOR OR MATERIALMAN TO MAKE A CLAIM FOR ADDI-  
27 TIONAL COSTS ARISING FROM DELAY IF SUCH DELAY IN THE PERFORMANCE OF THE  
28 CONTRACT IS CAUSED BY OR OCCASIONED BY ANY ACT OR OMISSION OF THE ENTITY  
29 OR PERSON WITH WHOM THEY HAVE CONTRACTED IN THE CONTRACT, OR ANY OF SUCH  
30 ENTITY'S OR PERSON'S REPRESENTATIVES OR AGENTS.

31 S 5-1803. NOTICE OF CLAIM. THE CONTRACTOR, SUBCONTRACTOR OR MATERIAL-  
32 MAN SHALL PROVIDE A NOTICE OF CLAIM OF AN ANTICIPATED CLAIM FOR DELAY TO  
33 A PUBLIC OR PRIVATE PERSON OR ENTITY BY PERSONAL SERVICE OR CERTIFIED  
34 MAIL NO MORE THAN FIFTEEN DAYS AFTER SUCH CONTRACTOR KNEW OR OUGHT TO  
35 HAVE KNOWN OF THE FACTS WHICH FORM THE BASIS OF THE CLAIM. THE PUBLIC OR  
36 PRIVATE PERSON OR ENTITY SHALL ACKNOWLEDGE RECEIPT OF THE NOTICE, IN  
37 WRITING, WITHIN FIVE DAYS. NO PUBLIC OR PRIVATE PERSON OR ENTITY SHALL  
38 INCUR ANY LIABILITY FOR ANY DAMAGES WHICH ACCRUE MORE THAN FIFTEEN DAYS  
39 PRIOR TO THE DELIVERY OR MAILING OF THE REQUIRED NOTICE. SUCH NOTICE  
40 SHALL AT A MINIMUM PROVIDE A DESCRIPTION OF ANY OPERATIONS THAT WERE,  
41 ARE BEING OR WILL BE DELAYED, AND THE DATE OR DATES AND REASONS FOR THE  
42 DELAY. IN NO CASE SHALL ORAL NOTICE CONSTITUTE NOTICE PURSUANT TO THIS  
43 SECTION OR BE DEEMED TO CONSTITUTE A WAIVER OF THE WRITTEN NOTICE  
44 REQUIREMENT. FOR THE PURPOSES OF THIS TITLE, FAILURE TO PROVIDE SUCH  
45 NOTICE SHALL BE CONSIDERED TO HAVE PREJUDICED THE PUBLIC OR PRIVATE  
46 ENTITY.

47 S 5-1804. FAILURE TO PROGRESS. FAILURE BY A CONTRACTOR TO ADEQUATELY  
48 PROGRESS THE COMPLETION OF WORK SHALL BE CONSIDERED IN DETERMINING THE  
49 CAUSES OF DELAY. FOR ANY CLAIM ASSERTED PURSUANT TO THIS TITLE, THE  
50 CONTRACTOR, SUBCONTRACTOR OR MATERIALMAN SHALL KEEP DETAILED WRITTEN  
51 RECORDS OF THE COSTS AND SHALL MAKE THEM AVAILABLE FOR THE PURPOSES OF  
52 AUDIT AND REVIEW. FAILURE TO PROVIDE THE REQUIRED WRITTEN NOTICE OR TO  
53 MAINTAIN AND FURNISH RECORDS OF THE COSTS OF SUCH CLAIMS SHALL CONSTI-  
54 TUTE A WAIVER OF THE CLAIM.

1 S 5-1805. CONTENT OF CLAIM. THE FOLLOWING INFORMATION SHALL BE  
2 PROVIDED BY THE CONTRACTOR UPON REQUEST OF A PUBLIC OR PRIVATE PERSON OR  
3 ENTITY IF NOT PREVIOUSLY SUPPLIED:

4 (A) A DESCRIPTION OF THE OPERATIONS THAT WERE DELAYED, THE REASONS FOR  
5 THE DELAY AND AN EXPLANATION OF HOW THEY WERE DELAYED;

6 (B) A DETAILED FACTUAL STATEMENT OF THE CLAIM PROVIDING ALL NECESSARY  
7 DATES, LOCATIONS AND ITEMS OF WORK AFFECTED BY THE CLAIM;

8 (C) THE DATE ON WHICH ACTIONS RESULTING IN THE CLAIM OCCURRED OR  
9 CONDITIONS RESULTING IN THE CLAIM BECAME EVIDENT;

10 (D) THE NAMES, FUNCTIONS AND ACTIVITIES OF EACH CONTRACTOR, SUBCON-  
11 TRACTOR AND MATERIALMAN INVOLVED IN, OR KNOWLEDGEABLE ABOUT FACTS THAT  
12 GAVE RISE TO SUCH CLAIM;

13 (E) THE IDENTIFICATION OF ANY PERTINENT DOCUMENTS, AND THE SUBSTANCE  
14 OF ANY MATERIAL ORAL COMMUNICATION RELATING TO SUCH CLAIM;

15 (F) THE AMOUNT OF ADDITIONAL COMPENSATION SOUGHT; AND

16 (G) IF AN EXTENSION OF TIME IS ALSO REQUESTED, THE SPECIFIC NUMBER OF  
17 DAYS FOR WHICH IT IS SOUGHT AND THE BASIS FOR SUCH REQUEST AS DETERMINED  
18 BY AN ANALYSIS OF THE CONSTRUCTION PROGRESS SCHEDULE.

19 S 5-1806. CERTIFICATION OF CLAIM. WHEN SUBMITTING ANY CLAIM, THE  
20 CONTRACTOR, SUBCONTRACTOR OR MATERIALMAN SHALL CERTIFY IN WRITING AND  
21 UNDER OATH THAT THE SUPPORTING DATA IS ACCURATE AND COMPLETE TO HIS OR  
22 HER BEST KNOWLEDGE OR BELIEF, AND THAT ANY AMOUNT DEMANDED REFLECTS, IN  
23 GOOD FAITH, WHAT HE OR SHE BELIEVES TO BE THE PUBLIC OR PRIVATE PERSON'S  
24 OR ENTITY'S LIABILITY.

25 S 2. This act shall take effect on the one hundred eightieth day after  
26 it shall have become a law and shall apply to all contracts entered into  
27 on and after such date.