

Ontario Water Works Association

A Section of the American Water Works Association



Weather Delays

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Introduction

Adverse weather days for this Contract shall be comprised of non-compensable and compensable days.

Anticipated adverse weather days, based on a five (5) day work week and the typical weather patterns and existing weather statistical information for the project location, shall be included in the Contract (project schedule and cost). These weather days are non-compensable. For the purpose of establishing equal assumptions for such weather days, the contractor shall include in the price and schedule the number of days per year as indicated below:

Short-term contract guideline

Period of the Year	Spring	Summer	Fall	Winter	TOTAL
Number of Weather Delays per year Contractor's to include in Project Schedule and Price	5	2	3	5	15

Annual/long-term contract

Period of the Year	Total Number of Days per Year Prorated per Contract Duration
Number of Weather Delays per year Contractor's to include in Project Schedule and Price	15

Compensable weather days shall be any lost days due to adverse weather conditions, beyond the specified number of non-compensable weather days.

To apply for an adverse weather day (non-compensable and compensable), the following conditions must be met:

- A critical path item, as identified in the approved baseline schedule, as submitted by the Contractor, was impacted; and
- At least 60% of the planned productivity on site was impacted by the weather delay; and
- At least one of the following weather exceedances apply:

Weather conditions	Exterior Works					
	Earth works	Concrete	Steel works	Façade / Painting	Scaffolding	Asphalt Paving
Rainfall exceeding 25mm in 24 hours	X	X	X	X	X	X
Rainfall exceeding 10mm in 3 hours	X	X	X	X	X	X
Snowfall exceeding 200mm in 24 hours	X	X	X	X	X	X
Temperature + Humidex > 35°C for 4hrs.		X	X	X	X	X
Temperature+Windchill < -25°C for 2hrs.		X	X	X	X	X
Wind gusts > 35 km/hour for 2 hours				X	X	

Claims for weather delays that result from conditions that were not specified above will be reviewed, providing proper supporting documentation is submitted for review and approval by the Owner. Furthermore, if the winning tenderer's obligations to union employees differ from the above noted weather parameters, the actual conditions for the weather delays are to be agreed upon with the Owner, prior to signing the Contract.

It is the Contractor's responsibility to monitor local government weather forecasts and take reasonable measures to mitigate delays of the work or damage to the work, due to weather conditions. Also, it is the Contractor's responsibility to provide temporary weather protection/enclosures for areas that are not fully complete, so that the work can be completed safely, if already started or that the adverse weather conditions do not impact the subsequent continuation of the work or the quality of the workmanship.

Where the Contractor claims that a delay has occurred due to adverse conditions (non-compensable or compensable days), the Contractor shall, on the date such delay has occurred, inform the Consultant of the intent to register it as a weather delay day. The claim shall confirm which of the above noted conditions were the factors and shall identify which critical path items have been impacted. The Contractor's claim for delay may be denied or reduced if, in the opinion of the Consultant, the above conditions were not met, or the Contractor has failed to take reasonable measures to mitigate such delays or the task was not indicated as a "critical path" item on the initial project schedule.

If the Contractor's claim is accepted, a weather delay day will be registered. The Contractor shall submit monthly updates of the adverse weather delay day status. There will be no monetary or schedule compensation for registered weather delays up to the specified number of non-compensable delay days.

Claims for weather delay days beyond the specified non-compensable days, will be reviewed, providing detailed documentation and a breakdown are submitted by the Contractor to support the claim, no later than 10 days after the event has been confirmed using a signed change order as a compensable delay day, by the Consultant. The Contractor will be compensated for compensable adverse weather days as follows:

- Additional Cost – Negotiated based on substantiated cost.
- Additional Time – An extension of the project deadline (including liquidated damages deadline) of the project by equivalent number of days.