10.2 The Contractor shall not have any right to an extension of time on account of delays due to the Contractor's failure to submit requests for the required information or the required approval in accordance with the above requirements.

ARTICLE 11. NOTICE OF CONDITIONS CAUSING DELAY AND DOCUMENTATION OF DAMAGES CAUSED BY DELAY

11.1 After the commencement of any condition which is causing or may cause a delay in completion of the Work, including conditions for which the Contractor may be entitled to an extension of time, the following notifications and submittals are required:

11.1.1 Within fifteen (15) Days after the Contractor becomes aware or reasonably should be aware of each such condition, the Contractor must notify the Resident Engineer or Engineer, as directed by the Commissioner, in writing of the existence, nature and effect of such condition upon the approved progress schedule and the Work, and must state why and in what respects, if any, the condition is causing or may cause a delay. Such notice shall include a description of the construction activities that are or could be affected by the condition and may include any recommendations the Contractor may have to address the delay condition and any activities the Contractor may take to avoid or minimize the delay.

11.1.2 If the Contractor shall claim to be sustaining damages for delay as provided for in this Article 11, within forty-five (45) Days from the time such damages are first incurred for each such condition, the Contractor shall submit to the Commissioner a verified written statement of the details and estimates of the amounts of such damages, including categories of expected damages and projected monthly costs, together with documentary evidence of such damages as the Contractor may have at the time of submission ("statement of delay damages"), as further detailed in Article 11.6. The Contractor may submit the above statement within such additional time as may be granted by the Commissioner in writing upon written request therefor.

11.1.3 Articles 11.1.1 and 11.1.2 do not relieve the Contractor of its obligation to comply with the provisions of Article 44.

11.2 Failure of the Contractor to strictly comply with the requirements of Article 11.1.1 may, in the discretion of the Commissioner, be deemed sufficient cause to deny any extension of time on account of delay arising out of such condition. Failure of the Contractor to strictly comply with the requirements of both Articles 11.1.1 and 11.1.2 shall be deemed a conclusive waiver by the Contractor of any and all claims for damages for delay arising from such condition and no right to recover on such claims shall exist.

11.3 When appropriate and directed by the Engineer, the progress schedule shall be revised by the Contractor until finally approved by the Engineer. The revised progress schedule must be strictly adhered to by the Contractor.

11.4 Compensable Delays

11.4.1 The Contractor agrees to make claim only for additional costs attributable to delay in the performance of this Contract necessarily extending the time for completion of the Work or resulting from acceleration directed by the Commissioner and required to maintain the progress schedule, occasioned solely by any act or omission to act of the City listed below. The Contractor also agrees that delay from any other cause shall be