**GUIDELINES** — For use on large, complex projects (including Mega Projects). The category of progress schedule to be used on a particular project is determined by the project manager (PM) for that project. Note: any project-specific SPs or SPCNs related to progress schedules must be reviewed and approved by the PM and State Scheduling Engineer. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] Exceptions: **Do not use** on Emergency Contracts (SP100-000110-00), On-Call (SQ100-000100-00) projects, or Seasonal Maintenance Contracts (PM/SS/ST/LM).

SP108-000120-01

# VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR PROGRESS SCHEDULES FOR CATEGORY III PROJECTS

March 21, 2022

Section 103.06(e) Progress Schedule of the Specifications is deleted and replaced by this provision.

Section 108.03 Progress Schedule of the Specifications is deleted and replaced by this provision.

## I. General Requirements

The Contractor shall develop and maintain a Progress Schedule for the entire duration of the Project, which shall be used by all involved parties to plan and execute all work required to complete the Project. The Progress Schedule will be used by the Department to monitor the project, assess progress, and evaluate the effects of time-related issues on the project. Unless specifically stated otherwise, 'days' shall be understood as calendar days.

- 1. Scheduling Conference At the Pre-Construction Conference, in accordance with Section 105.02 or as mutually agreed upon by the Engineer and the Contractor, the Contractor shall attend a Scheduling Conference with the Engineer to discuss the Contractor's overall plan to accomplish the Work. The Contractor shall also discuss its detail work plan for the initial one hundred and twenty (120) days; as well as project specific requirements and other key issues that will impact the progress schedule or are necessary for the preparation, maintenance, and submittal of the progress schedule.
- 2. Project Scheduler For projects with awarded Contract Amount of \$100 million or more, the Contractor shall designate a Project Scheduler for the project and shall submit his/her qualifications for the Engineer's written approval prior to submission of the Preliminary or Baseline Schedule. The Project Scheduler must have at least three (3) years of verifiable experience in successfully preparing and maintaining schedules on large scale projects of similar type and complexity. The Contractor shall provide current contacts for verification of the Project Scheduler's qualifications and experience. The Project Scheduler shall be primarily responsible for the development and maintenance of the project schedule and shall be present in all scheduling meetings and discussions on major issues concerning the project schedule.

#### II. Progress Schedule Submissions

Unless otherwise directed in writing by the Engineer, the Contractor shall prepare, maintain, and submit a Progress Schedule in accordance with the following requirements:

# 1. Preliminary Progress Schedule

Within fifteen (15) days of the Contract execution date or within seven (7) days prior to beginning work, whichever occurs first, the Contractor shall submit to the Engineer for review and acceptance a Preliminary Progress Schedule. At its discretion, the Contractor may submit a complete detailed Baseline Progress Schedule for the entire project in lieu of the Preliminary

Progress Schedule. Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall update and submit the Preliminary Progress Schedule monthly, within seven (7) days of the estimate date or as approved by the Engineer. The Preliminary Progress Schedule will be used by the Department to monitor the Project and assess progress. The Preliminary Progress Schedule submission shall consist of the following:

- A. **Preliminary Schedule –** A logic driven Preliminary Schedule, which shall include at a minimum the detailed activities depicting the planned sequence and dates for all work planned during the first one-hundred and twenty (120) days, including as applicable project milestones, work to be performed by sub-contractors, the Department, and third parties. It shall also include summary-level activities for each element of work scheduled beyond the first one hundred and twenty (120) days. The initial Preliminary Schedule shall be prepared and submitted in the form of a Baseline Schedule as defined herein. Upon acceptance, the Preliminary Schedule shall be updated monthly to show the actual progress of work completed to date and the current plan for accomplishing the remaining work as of the estimate date. The updated Preliminary Schedule shall be prepared and submitted in the form of an Update Schedule as defined herein.
- B. **Preliminary Schedule Narrative** A Preliminary Schedule Narrative describing the Contractor's overall plan to accomplish the entire scope of Work and the detailed plan for work planned during the initial one-hundred and twenty (120) days. The Preliminary Schedule Narrative shall be prepared and submitted in the form of a Baseline Schedule Narrative as defined herein. Upon acceptance, the Preliminary Schedule Narrative shall be updated monthly to reflect the actual progress of work completed to date and the current plan for accomplishing the remaining work as of the Data Date; as well as any deviations from the original plan. It shall be prepared and submitted in the form of an Update Schedule Narrative as defined herein.

#### 2. Baseline Progress Schedule

Within sixty (60) days of the Contract execution date, the Contractor shall submit to the Engineer for review and acceptance, a Baseline Progress Schedule representing the Contractor's original complete detailed plan to accomplish the entire scope of the Project according to the Contract. Upon acceptance by the Engineer, the Baseline Progress Schedule shall replace the Preliminary Progress Schedule and shall become the Schedule of Record (SOR). The Baseline Progress Schedule submission shall consist of:

- A. **Baseline Schedule** A logic driven Baseline Schedule depicting all detailed activities required to complete the entire scope of the Project, including as applicable, work to be performed by subcontractors, the Department, and other involved parties. The Baseline Schedule shall incorporate the latest accepted Preliminary Schedule, and shall be prepared and submitted according to the following requirements:
  - (1) <u>Software</u>: The Baseline Schedule shall be prepared using Primavera P6 scheduling software and submitted in the ".xer" file format.
  - (2) <u>Project ID and Name</u>: The Project ID and Name for each submission shall be unique and defined as follows:
    - (a) The Project ID shall be defined using the Contract ID as a prefix followed by a short ID indicating the specific version of the schedule (e.g., PS01, BS, BSR1). For example, Preliminary Schedule (C000XXXXXXX\_PS01, C000XXXXXXX\_PS02, etc.), Baseline Schedule (C000XXXXXXXX BS, C000XXXXXXXX BSR1, etc.).

- (b) The Project Name shall reflect the Project Description as shown in the Contract, appended to indicate the specific submission and Data Date of the schedule (e.g., Route 10 Over I-95 Bridge Replacement Baseline Schedule).
- (3) <u>Software Settings</u>: The Contractor shall specify the software properties and settings as follows:
  - (a) Specify "Active" as the Project Status in the Project Details General tab.
  - (b) Specify the Must Finish By date in the Project Details Dates tab using a date matching the Completion Date as defined in the Contract or as subsequently adjusted by Change Order.
  - (c) Specify "Fixed Duration & Units" as the Duration Type for all activities.
  - (d) Specify "Physical" as the Percent Complete Type for all activities.
  - (e) Mark the "Drive activity dates by default" checkbox in the Project Details Resources tab.
  - (f) Unmark the "Resources can be assigned to the same activity more than once" checkbox in the Project Details Resources tab.
  - (g) Mark the "Link Budget and At Completion Cost for not started activities" checkbox and specify "Reset Remaining Duration and Units to Original" in the Project Details Calculation tab.
  - (h) Specify "Subtract Actual from At Completion" in the Project Details Calculation tab.
  - (i) Mark the "Recalculate Actual Units and Cost when duration % complete changes" checkbox in the Project Details Calculation tab.
  - (j) Mark the "Update units when costs change on resource assignments" checkbox in the Project Details Calculation tab.
  - (k) Mark the "Link actual to date and actual this period units and cost" checkbox in the Project Details Calculation tab.
  - (I) Activity Unit of Time Duration Format shall be set to "Day", with no decimals.
  - (m) Activity Date Format shall be set to "MM-DD-YY" (e.g., 03-01-21) format for displaying activity dates.
- (4) Work Breakdown Structure (WBS): The Baseline Schedule shall be organized using a logical Project Work Breakdown Structure (WBS). The Work shall be broken down to an appropriate level of WBS nodes and sub-nodes to allow for a hierarchical grouping and summarization of related activities required to complete each phase, feature, deliverable, or work package, as appropriate. Each WBS element shall be defined using a short alpha-numeric WBS Code and a WBS Name describing the WBS element. At a minimum, the WBS shall include as applicable:
  - (a) <u>Level 1</u>: "Milestones" node for all Contract and other key milestones; "Preliminary" node for all pre-construction activities; and "Construction" node for all construction activities.

- (b) <u>Level 2</u>: Under the "Preliminary" node, Level 2 "Submittals", "VDOT Review", "Materials" sub-nodes for all initial activities such as submittals, VDOT reviews, long lead materials, etc. Under the "Construction" node, Level 2 "General/Start-up", "Phase" or "Feature of Work", and "Close-out" sub-nodes, as applicable.
- (c) <u>Level 3</u>: Under the "Phase" or "Feature of Work" node, Level 3 sub-nodes for "Sub-features" or "Location" for all associated construction activities, as applicable.
- (5) <u>Level of Details</u>: The Baseline Schedule shall include sufficient activities to ensure adequate planning of the Project and to allow for accurate monitoring and evaluation of progress. The Work shall be broken down into discrete activities to an appropriate level of detail to allow for:
  - (a) Identification of work by the responsible party; as well as the type, amount, and specific location of work the activity represents.
  - (b) Identification of work required to ensure timely completion of all Contract milestones and time-related requirements
  - (c) Accurate documentation of actual performance and progress of Work.
  - (d) Accurate evaluation of the effect of changes and delays to the Work.
  - (e) Accurate assessment of resource requirements of the Contractor and the Department.
  - (f) Coordinate the Work of the Department, other contractors, and third parties (e.g., government agencies and authorities, permitting authorities).
- (6) Activity Definition: Activities shall be discrete and shall be defined as follows:
  - (a) Each activity shall be defined using a unique Activity ID which shall remain unchanged throughout the duration of the Project. If an activity is deleted in a subsequent submission, the corresponding Activity ID shall not be used for any other activity.
  - (b) Each activity shall be defined using an Activity Name to indicate the type of work, phase (or stage), and specific location in which the work occurs, as applicable (e.g., Drive Steel Piles Phase 1 Abut A). For each 'Level of Effort' activity, the Activity Name shall include "(LOE)". Also, for work to be performed by the Department or other contractors, and third parties, the Activity Name shall include "VDOT" or the name of the corresponding responsible party.
  - (c) Activity durations shall be defined in whole days based on the assigned calendar. For activities such as "Concrete Cure Time", that are not restricted by a standard working calendar, activity durations shall be expressed in terms of calendar days. Activity durations shall be limited to twenty (20) work days, unless otherwise accepted by the Engineer. Longer durations may be allowed as approved by the Engineer for certain administrative, level of effort, or procurement activities that are typically performed over longer periods of time.
- (7) <u>Calendars</u>: Each activity shall be assigned an appropriate calendar to establish the planned work days per week; and any non-work days for holidays, weather days, or other restrictions, as applicable. Once the Baseline Schedule is accepted, any changes to calendars shall be identified and explained in the accompanying Schedule Narrative. At a minimum, the Project calendars shall be defined and assigned as follows:

- (a) Activity calendars shall be defined and assigned using Project-level calendars. Use of global calendars or project calendars with links to the global base calendars is not allowed and shall be cause for rejecting the schedule.
- (b) A "7-Day Calendar" (i.e., 7 days per week with no Holidays) shall be defined and assigned to all activities that are not restricted by weekends, holidays, or other nonwork days.
- (c) A "5-Day Standard Calendar" (i.e., 5 days per week with Holidays) shall be defined and assigned to all regular activities that are not restricted by weather or other time of year or seasonal restrictions.
- (d) A "5-Day Weather Calendar" (i.e., 5 days per week with Holidays and weather days) shall be defined and assigned to all activities that are affected by normal adverse weather.
- (e) A "5-Day Winter Calendar" (i.e., 5 days per week with Holidays, weather days, and winter period, as applicable) shall be defined and assigned to all activities that are affected by winter weather restrictions.
- (f) A "5-Day TOYR Calendar" (i.e., 5 days per week with Holidays, weather days, and TOYR, as applicable) shall be defined and assigned to all activities that are affected by specified time of year restrictions (TOYR).
- (g) Regardless of the actual or planned working hours per day, all calendars shall be based on a standard 8 work hours/day, with the same daily start and finish times.
- (8) <u>Activity Codes</u>: Activity codes shall be defined and assigned to the individual activities to allow for filtering, grouping, and sorting of activities by Responsibility, Phase, Stage, Feature, Work Type, Location, SIA, Change Order, DBE, and other major work categories, as applicable. Activity codes shall be assigned using Project-level activity codes. Use of global activity codes is not allowed and shall be cause for rejecting the schedule.
- (9) Network Logic: The Baseline Schedule shall be calculated using the Critical Path Method (CPM). Logic relationships shall be assigned based on the Precedence Diagram Method (PDM) to establish relationships between the activities and the sequence in which the Contractor plans to accomplish the Work. Logic relationships shall be assigned as follows:
  - (a) Activity relationship types shall be limited to finish-to-start (FS), start-to-start (SS), and finish-to-finish (FF).
  - (b) All activities, except the first activity shall be assigned at least one predecessor relationship and all activities, except the last activity shall be assigned at least one successor relationship.
  - (c) If an activity is assigned as a predecessor with a start-to-start (SS) relationship, then the activity must also be assigned as a predecessor to another related activity with a finish-to-start (FS) or finish-to-finish (FF) relationship, as applicable.
  - (d) The Contractor shall avoid the use of redundant logic relationships when possible. The Contractor shall provide an explanation of the reason for redundant logic upon the request of the Engineer.

- (e) The use of lag shall be prohibited unless approved by the Engineer. The Contractor shall remove any lag and replace with an activity upon the request of the Engineer. When lags are used, the Contractor shall provide an explanation for use of the lags in the Schedule Narrative.
- (10)<u>Constraints</u>: Use of Constraints shall be limited to milestones specified in the Contract, unless approved by the Engineer. Constraints shall be applied as follows:
  - (a) For Contracts that include a specified milestone that restricts the start date of an activity, the activity shall be constrained with a "Start On or Before" or "Start On or After" constraint, as applicable, with the date specified in the Contract.
  - (b) For Contracts that include a specified milestone that establishes a completion date deadline such as Interim Completion or Substantial Completion, the Contract milestone activity shall be constrained with a "Finish On or Before" constraint, with the date specified in the Contract.
  - (c) Constraints such as "Start On" or "Finish On" that delays the start or finish date of an activity to the specified date as allowed by network logic, or "Mandatory Start" or "Mandatory Finish" that violate network logic are prohibited.
- (11)<u>Cost Loading</u>: Each activity associated with a bid item for which the Contractor expects to receive payment shall be cost-loaded, using the scheduling software "Resources" feature and according to the following:
  - (a) A Project parent resource shall be created under which all resources created for the Project shall be nested. The Resource ID for the Project parent resource shall match the Contract ID (e.g., C000XXXXXXXX) and the Resource Name shall match the Project Description as shown in the Contract.
  - (b) For projects with awarded Contract Amount of \$100 million or more, a "Cost" parent resource shall be created under the Project parent resource using the Material resource type, under which the individual Bid Item resources created for the Project will be nested. The Resource ID for the parent Cost resource shall be unique and defined using the Contract ID as a prefix (e.g., C000XXXXXXX.Cost). The Resource Name shall be defined as "Project Bid Item Resources".
  - (c) Project-specific "Bid Item" resources shall be defined for each bid item as shown in the Contract, using the Material resource type. Each bid item resource shall indicate the Item Code, Item Description, Unit of Measure, and Unit Price as shown in the Contract Schedule of Items. The Resource ID for each bid item shall be unique and shall include the Contract ID as a prefix followed by the Item Code (e.g., C000XXXXXXXX.00100). The Resource Name shall match the corresponding Item Description (e.g., Mobilization).
  - (d) Project-specific "Commodity" resource codes shall be defined and assigned to bid item resources associated with the top three (3) to six (6) major operations that are expected to drive the schedule, as mutually agreed upon by the Contractor and the Engineer. The Commodity resource codes shall be defined using the Contract ID as a prefix including as applicable, Earthwork (EW), Drainage Pipe (DP), Aggregate Base (AB), Asphalt Paving (AP), Pile Driving (PD), Substructure Concrete (SC), Structural Steel (SS), Deck Concrete (DC), Precast Units (PU), etc.
  - (e) Each bid item resource shall be assigned a Project-specific resource calendar using the Contract ID as a prefix (e.g., C000XXXXXXX.5-Day Resource).

- (f) The Default Units/Time shall be defined for each bid item resource associated with major operations that are expected to drive the schedule to establish the anticipated daily production output. The Default Units/Time shall be congruent with the information provided in the narrative.
- (g) The Max Units/Time shall be defined for each bid item resource associated with major operations that are expected to drive the schedule to establish the anticipated maximum daily production output.
- (h) The "Auto Compute Actuals" and "Calculate costs from units" boxes for each bid item resource shall be marked.
- (i) The budgeted units and cost for each assigned bid item resource shall be defined to indicate the quantity and dollar value of work that the activity represents.
- (j) The aggregate budgeted units and costs for all activities associated with a bid item shall equal the total quantity and amount of the bid item as shown in the Schedule of Items.
- (k) The aggregate budgeted costs for all activities shall equal the Contract Amount, which shall include the original Contract Amount and any approved adjustments for authorized changes to the Work. Anticipated or actual payments for adjustments such as asphalt, fuel, steel, retainage, incentives, disincentives, etc., shall not be included in the Project Schedule.
- (12)<u>Resource Loading</u>: For projects with awarded Contract Amount of \$100 million or more, the Baseline Schedule shall be resource-loaded to indicate the labor (manpower), material (re-usable materials), and equipment (machinery or equipment) required to accomplish each activity that represents a major operation expected to drive the schedule. The Baseline Schedule shall be resource-loaded according to the following:
  - (a) A "Labor" parent resource shall be created under the Project resource using the Labor resource type, under which all individual manpower resources created for the Project will be nested. The Resource ID for the Labor parent resource shall be unique and defined using the Contract ID as a prefix (e.g., C000XXXXXXX.Lab). The Resource Name shall be defined as "Project Labor Resources".
  - (b) A "Material" parent resource shall be created under the Project resource using the Material resource type, under which all individual re-useable material resources created for the Project will be nested. The Resource ID for the Material parent resource shall be unique and defined using the Contract ID as a prefix (e.g., C000XXXXXXXX. Mat). The Resource Name shall be defined as "Project Material Resources".
  - (c) An "Equipment" parent resource shall be created under the Project resource using the Non-labor resource type, under which all individual equipment resources created for the Project will be nested. The Resource ID for the Equipment parent resource shall be unique and defined using the Contract ID as a prefix (e.g., C000XXXXXXX. Equip). The Resource Name shall be defined as "Project Equipment Resources".
  - (d) Project-specific "Labor" resources using Labor resource type shall be defined and assigned to major operations that are expected to drive the schedule to indicate the labor classification, trade, or crew that will perform the work. The Resource ID for each Labor resource shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code and the Resource Name shall describe the Labor resource (e.g., C000XXXXXXXX.Pipe Drainage Pipe Crew).

- (e) Project-specific "Material" resources using Material resource type shall be defined and assigned to major operations that are expected to drive the schedule to indicate the major re-usable material that will be used to perform the work. The Resource ID for each Material resource shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code and the Resource Name shall describe the Material resource (e.g., C000XXXXXXXXX.CF1 – Column Forms Set #1).
- (f) Project-specific "Equipment" resources using Non-Labor resource type shall be defined and assigned to major operations that are expected to drive the schedule to indicate the major equipment or machinery that will be used to perform the work. The Resource ID for each Equipment resource shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code and the Resource Name shall describe the Equipment resource (e.g., C000XXXXXXXX.CRN80T – 80 Ton Crane).
- (g) Each Labor, Material, and Equipment resource shall be assigned a Project-specific resource calendar using the Contract ID as a prefix (e.g., C000XXXXXXXX.5-Day).
- (h) The Max Units/Time shall be defined for each Labor, Material, and Equipment resource to establish the daily availability limits.
- (i) The "Auto Compute Actuals" checkbox for each Labor, Material, and Equipment resource shall be marked.
- Budgeted Units shall be defined for each Labor, Material, and Equipment resource assignment to establish the total units of time required to perform the activity.
- (13) Primavera P6 Software Schedule Options Settings: The Contractor shall calculate the Project Schedule (e.g., F9 in P6) to ensure all changes have been incorporated before submission to the Engineer. The Contractor shall apply the following Primavera P6 software Schedule Options settings when scheduling the Project Schedule:
  - (a) Unmark the 'Make open-ended activities critical' checkbox.
  - (b) Unmark the 'Use Expected Finish Dates' checkbox. Expected finish dates are prohibited.
  - (c) Unmark the 'Level resources during scheduling' checkbox. The use of resourceleveling to determine sequence, order, or timing of the activities is not allowed and shall be cause for rejecting the schedule.
  - (d) Specify 'Retained Logic' for scheduling progressed activities.
  - (e) Specify 'Longest Path' to define critical activities.
  - (f) Specify 'Finish Float = Late Finish Early Finish' to compute Total Float.
  - (g) Specify 'Predecessor Activity Calendar' as the calendar for scheduling relationship lags.
- (14) <u>Progress As-built Information</u>: The Baseline Schedule shall reflect the current status of the Project and all known information at the time of submission. The Baseline Schedule shall include any progress as-built information showing actual dates for all completed and on-going activities, as of the Data Date, as applicable. The Baseline Schedule shall be calculated using a Data Date as follows:

- (a) If the Baseline Schedule includes progress as-built information, then the Data Date shall be within three (3) days of the date of submission.
- (b) If the Baseline Schedule does not include progress as-built information, then the Data Date shall be the Contract execution date or the planned start date of the first activity, whichever is earlier.
- B. **Baseline Schedule Narrative –** A Baseline Schedule Narrative describing the Contractor's overall plan to accomplish the Work. The Baseline Schedule Narrative shall be the basis for the Baseline Schedule and shall provide the following supporting information, as applicable:
  - (1) <u>Milestones</u>: Current status of the Project milestones including, as applicable Contract milestones and other key events such as major traffic switches.
  - (2) <u>Work By Others</u>: Work to be performed by the Department and other involved parties (e.g., utilities), including activities requiring coordination; and a description of when the work must be performed to avoid impacts to the Work.
  - (3) Overall Sequence of Work: Explanation of the proposed overall sequence of Work, including where the Work will begin and how the Work and crews will flow through the Project.
  - (4) <u>Project Critical Path</u>: Description of the project critical path indicating the series of operations that are expected to drive the completion date of the project. A listing of the Project Schedule critical path activities will not be accepted as a substitute.
  - (5) <u>Scheduling Assumptions</u>: Scheduling assumptions including, the general procedures and anticipated daily production rates for accomplishing major operations that are expected to drive the schedule.
  - (6) <u>Lags</u>: Identification of all logic relationships with Lag and an explanation of the reason for each Lag.
  - (7) <u>Constraints</u>: Identification of all schedule Constraints used in the Baseline Schedule and an explanation of the reason for each Constraint.
  - (8) <u>Calendars</u>: Description of the project calendar(s) used in the Baseline Schedule, identifying the Calendar and the proposed number of work days per week, number of shifts per day, and number of hours per day. Also, the anticipated number of non-working days per month shall be identified for each calendar with considerations, as applicable, for holidays, normal weather conditions; as well as seasonal or other known or specified restrictions (i.e. traffic, local events, environmental, permits, utility, etc.).
  - (9) Resource Plan: The Contractor's resource plan indicating the number and type of crews, crew make-up, and major equipment needed to accomplish the Work as planned. The resource plan shall also explain how the Contractor plans on meeting the resource requirements as reflected on the Baseline Schedule.
  - (10)<u>DBE Participation</u>: Log of the applicable DBE participation activities in the schedule and the DBE firms performing the work for which the Contractor intends to claim credit for attaining the DBE goal required in the Contract. The list shall indicate the start/finish dates and durations of the DBE participation activities.
  - (11)<u>Issues and Concerns</u>: Any known or foreseeable issues or concerns that are currently affecting or anticipated to affect the schedule. Also, describe how the issues will affect the schedule and any actions taken or needed to avoid or mitigate the impact.

- C. Baseline Progress Earnings Schedule A Baseline Progress Earnings Schedule showing the cost-loading and anticipated monthly earnings for the entire Project. The Baseline Progress Earnings Schedule submission shall include:
  - (1) An Activity Cost-loading Report (ACR) generated from the Baseline Schedule, showing a breakdown of the bid item quantity and cost assignments for each activity. The ACR shall be grouped by Bid Item resource showing:
    - (a) For each activity the Activity ID, Activity Name, Price/Unit, Budgeted Unit (quantity), Budgeted Cost, Actual Cost, Remaining Cost, and At Completion Cost.
    - (b) Sub-totals for each Bid Item resource and overall Totals for the Project.
  - (2) A Progress Earnings Schedule prepared using the VDOT Form C-13CPM and monthly cost data generated from the Baseline Schedule and as follows:
    - (a) The Controls Chart Data form shall show the current Completion Date and Contract Amount and Actual Monthly Earnings.
    - (b) The "Baseline Monthly Cost Data" and the "Current Update Monthly Cost Data" in the Earnings Data Input form shall be the same and based on the monthly cost data generated from the Baseline Schedule.
    - (c) The Actual Monthly Earnings in the Controls Chart Data form shall be updated to show the total actual earnings for each pay estimate.
- D. Baseline Schedule Commodity Report A Baseline Schedule Commodity Report showing the units-loading and anticipated monthly production output for each major operation expected to drive the schedule. The Baseline Schedule Commodity Report shall include:
  - (1) A Commodity Loading Report (CLR) generated from the Baseline Schedule, showing a breakdown of the bid item quantity assignments for each associated activity. The CLR shall be grouped by Commodity resource code showing:
    - (a) For each activity the Activity ID, Activity Name, Original Duration, Budgeted Unit, Budgeted Unit/Time, Actual Duration, Actual Unit, Unit % Complete, Remaining Duration, Remaining Unit, Remaining Unit/Time, At Completion Duration, At Completion Unit, Default Unit/Time, and Max Unit/Time.
    - (b) Sub-totals for each Commodity.
  - (2) A Commodity Progress Report (CPR) prepared using the VDOT Form C-13CPR and monthly units data generated from the Baseline Schedule showing for each estimate date and for each commodity:
    - (a) Monthly and cumulative planned units by early dates and late dates; and the monthly and cumulative actual units.
    - (b) Progress S-curves for the monthly cumulative planned units percentage by early and dates and the monthly cumulative actual units percentage.

# 3. Update Progress Schedule

After the Baseline Progress Schedule is accepted, on a monthly basis thereafter, and within seven (7) days after the estimate date, the Contractor shall submit an Update Progress Schedule

submission to the Engineer for review and acceptance. The Update Progress Schedule submission shall represent the current status of the Project and the Contractor's current plan to complete the remaining Work. The Update Progress Schedule submission shall consist of:

- A. **Update Schedule –** An Update Schedule, which shall be based on a copy of the most recent accepted Project Schedule and shall be prepared according to the following:
  - (1) The Project ID and Name for each submission shall be unique and defined as follows:
    - (a) The Project ID shall be updated to indicate the specific Update Schedule version (e.g., C000XXXXXXX\_U01, C000XXXXXXX\_U01R1, C000XXXXXXX\_U02).
    - (b) The Project Name shall be updated to indicate the specific Update Schedule version (e.g., Route 10 Over I-95 Bridge Replacement Update Schedule #1).
  - (2) All activities completed prior to the Data Date shall be updated to show actual start and actual finish dates. And all on-going activities shall be updated to show actual start dates and remaining duration to indicate the amount of time required to complete the remaining work as of the Data Date. Actual dates on or after the Data Date are prohibited.
  - (3) Activity percent complete for on-going activities shall be based on cost of work completed as of the Data Date relative to the total cost of work planned.
  - (4) All schedule related changes requested or approved by the Engineer shall be incorporated into the Update Schedule, including as applicable, added or deleted work, changes to Contract Milestones, changes in sequence of work, changes in duration, changes to Contract Amount, and other time-related changes.
  - (5) Activity logic shall be modified as necessary to correct out-of-sequence progress for ongoing and remaining activities to reflect the Contractor's current plan for completing the remaining Work.
  - (6) The Budgeted Units and Budgeted Cost for approved changes to the Contract shall be incorporated accordingly to reflect the Contract Amount. The Actual Units and Actual Cost for each Bid Item resource assignment shall be updated to match the total quantity of work paid to date for each bid item as shown in the corresponding payment estimate. Anticipated payments or payments for adjustments such as asphalt, fuel, steel, retainage, incentives, disincentives, etc., shall not be included in the Project Schedule.
  - (7) For Resource loaded schedules, the Remaining Units or At Completion Units for each assignment shall be updated accordingly, to reflect the resource requirements for the remaining work.
  - (8) The Update Schedule shall be calculated using a Data Date of either the 4<sup>th</sup>, 11<sup>th</sup>, or 20<sup>th</sup> of the month, based on the Contractor's estimate date as defined in Section 109.08(a) Partial Payments, of the Specifications.
- B. **Update Schedule Narrative** An Update Schedule Narrative describing the current status of the project, deviations from scheduled performance, and changes in Contractor's work plan, and the current work plan for accomplishing the remaining work as of the Data Date. The Schedule Update Narrative shall include a description of:
  - (1) <u>Milestones</u>: The current status of scheduled Milestone dates, including a description of any deviations from the last accepted Project Schedule and the Contract. The Contractor shall provide an explanation for any Milestone that is scheduled to occur later than the date specified in the Contract and any actions taken or proposed to correct the delay.

- (2) Progress % Complete: The current status of the Project in terms of earnings relative to the SOR, based on the Progress Earnings Schedule. If progress is falling behind, provide an explanation for the progress deficiency and any actions taken or proposed to correct the deficiency.
- (3) <u>Work Performed Last Period</u>: The work performed during the last update period and any deviations from the work scheduled. A listing of the Project Schedule activities will not be accepted as a substitute.
- (4) <u>Changes in Work Plan</u>: Any major changes in the Contractor's work plan in terms of sequence of construction, shifts, means and methods, manpower, or equipment.
- (5) <u>Changes to Schedule</u>: Any non-progress changes made to the Project Schedule since the previous submission including, changes requested or approved by Engineer. Also, any justification why changes requested by the Engineer should not be accomplished. A Claim Digger report or Schedule Comparison report will not be accepted as a substitute.
- (6) <u>Project Critical Path</u>: The critical path work and any deviations from the previous submission. A listing of the Project Schedule critical path activities will not be accepted as a substitute.
- (7) <u>Days Lost Last Period</u>: Number of days lost during the last update period, including activities affected and how the activities were affected, and any impacts on the critical path or project milestones. Also, describe any actions taken or proposed to mitigate any resulting delays.
- (8) <u>DBE Participation</u>: Log of the applicable DBE participation activities in the schedule and the DBE firms performing the work for which the Contractor intends to claim credit for attaining the DBE goal required in the Contract. The list shall indicate the start/finish dates and durations of the DBE participation activities.
- (9) <u>Pending Contract Issues</u>: The status of pending issues such as access, permits, conflicts with other related or adjacent work, Change Orders, time extension requests, etc.
- (10)<u>Issues and Concerns</u>: Any issues encountered during the last update period that are currently affecting the Project Schedule or other Project concerns that are anticipated to affect the schedule, including an explanation of any corrective actions taken or required to mitigate or avoid the effects.
- (11) Work Planned Next Period: Work planned for the next update period, including any actions needed or expected performance by the Department or other involved parties (e.g., utilities) to avoid impacts to the Work.
- C. **Update Progress Earnings Schedule –** An Update Progress Earnings Schedule showing the actual progress earnings to date and the projected earnings for the remaining periods, as of the Data Date. The Update Progress Earnings Schedule shall be prepared and submitted according to Section II.2.C above, except the "Current Update Monthly Cost Data" in the Earnings Data Input worksheet of VDOT Form C-13CPM shall be based on the monthly cost data generated from the current Update Schedule.
- D. Update Schedule Commodity Report An Update Schedule Commodity Report showing the monthly production output status and anticipated production for each major operation expected to drive the schedule. The Update Schedule Commodity Report shall be prepared according to Section II.2.D above, except the updated units data shall be based on the current Update Schedule.

## 4. Revised Baseline Progress Schedule

The Contractor shall submit a Revised Baseline Progress Schedule as determined by the Engineer. The Engineer may determine that a Revised Baseline Progress Schedule is required when:

- A. The Engineer determines that the Work is being performed significantly different from the SOR; or the Engineer approves changes to the Contract that significantly impacts the Project Schedule or causes a major shift in the anticipated progress earnings. In which case, the Engineer will issue a written notice to the Contractor to submit a Revised Baseline Progress Schedule. The Contractor shall respond in writing within seven (7) days, either agreeing to comply with the Engineer's request or providing justification why the request should not be accomplished.
- B. The Contractor proposes to perform the Work significantly different from the SOR. In which case, the Contractor shall notify the Engineer in writing at least 14 days prior to performing the Work. The Contractor's notice shall describe the proposed changes and potential impact on the Project Schedule. The Engineer will respond in writing within seven (7) days of the Contractor's notice, either agreeing with the Contractor's proposed revisions or providing reasons why the requested revisions should not be accomplished.

If the Engineer requests a Revised Baseline Progress Schedule or accepts the Contractor's proposed revisions, the Contractor shall submit a Revised Baseline Progress Schedule in lieu of the subsequent required Update Progress Schedule submission or as requested by the Engineer.

If the Engineer does not accept the Contractor's proposed revisions, the Contractor shall not incorporate the proposed revisions into the Project Schedule. In which case, the Contractor shall proceed under the previously accepted Progress Schedule and the current SOR shall remain.

The Revised Baseline Progress Schedule shall be prepared and submitted in the form of a Baseline Progress Schedule, according to Section II.2 above; however, it shall reflect the current status of the Project as of the submittal date, any approved changes in the Work, and the proposed plan for completing the remaining Work. The Revised Baseline Progress Schedule submission shall consist of:

- A. Revised Baseline Schedule A Revised Baseline Schedule, which shall be based on the most recent accepted Project Schedule. The Revised Baseline Schedule shall be prepared according to Section II.2.A above and as follows:
  - (1) The Project ID and Name for each submission shall be unique and defined as follows:
    - (a) The Project ID shall be updated to indicate the specific Update Schedule version being submitted as a Revised Baseline (RB) (C000XXXXXXX\_U06RB, C000XXXXXXX U20RB, etc.).
    - (b) The Project Name shall be updated to indicate the specific version of the schedule (e.g., Route 10 Over I-95 Bridge Replacement Update Schedule #6/Revised Baseline).
  - (2) All activities completed prior to the Data Date shall be updated to show actual start and actual finish dates. And all on-going activities as of the Data Date shall be updated to show actual start dates and remaining duration to indicate the amount of time required to complete the remaining work. Actual dates beyond the Data Date are prohibited.

- (3) Activity percent complete for on-going activities shall be based on cost of work completed as of the Data Date relative to the total cost of work planned.
- (4) All schedule related changes requested or approved by the Engineer shall be incorporated into the Revised Baseline Schedule, including as applicable, added or deleted work, changes in sequence of work, changes in duration, approved SIA; and changes to the Contract Amount, Contract Milestones, Completion Date, and other timerelated requirements.
- (5) Activity logic shall be modified as necessary to correct out-of-sequence progress for ongoing and remaining activities to reflect the Contractor's current plan for completing the remaining Work.
- (6) The Budgeted Units and Budgeted Cost for approved changes to the Contract shall be incorporated accordingly to reflect the Contract Amount. The Actual Units and Actual Cost for each Bid Item resource assignment shall be updated to match the total quantity of work paid to date for each bid item as shown in the corresponding payment estimate. Anticipated payments or payments for adjustments such as asphalt, fuel, steel, retainage, incentives, disincentives, etc., shall not be included in the Project Schedule.
- (7) For Resource loaded schedules, the Remaining Units or At Completion Units for each assignment shall be updated accordingly, to reflect the resource requirements for the remaining work.
- (8) The Revised Baseline Schedule shall be calculated using a Data Date of either the 4<sup>th</sup>, 11<sup>th</sup>, or 20<sup>th</sup> of the month, based on the Contractor's estimate date as defined in Section 109.08(a) Partial Payments, of the Specifications, or as approved by the Engineer.
- B. **Revised Baseline Schedule Narrative –** A Revised Baseline Schedule Narrative, which shall be the basis for the Revised Project Schedule. The Revised Baseline Schedule Narrative shall be prepared according to Section II.2.B above; however, it shall reflect the current status of the project as of the submittal date, approved changes in the Work, and the proposed plan for completing the remaining Work.
- C. Revised Baseline Progress Earnings Schedule A Revised Baseline Progress Earnings Schedule showing the actual earnings to date and anticipated earnings for the remaining Work. The Revised Baseline Progress Earnings Schedule shall be prepared and submitted according to Section II.2.C above, except the updated/revised cost data shall be based on the Revised Baseline Schedule.
- D. Revised Baseline Schedule Commodity Report A Revised Baseline Schedule Commodity Report showing the monthly production output status and anticipated production for each major operation expected to drive the schedule. The Revised Baseline Schedule Commodity Report shall be prepared according to Section II.2.D above, except the updated/revised units data shall be based on the Revised Baseline Schedule.

#### 5. Final As-built Schedule

Within 30 days after Final Acceptance and as a requirement for Final Payment, the Contractor shall submit a Final As-built Schedule. The Final As-built Schedule shall be submitted as the final Update Schedule according to Section II.3.A above, showing the actual start and finish dates for all activities in the Project Schedule. The Contractor shall certify in writing that the Final As-built Schedule accurately reflects the dates on which all activities contained in the Project Schedule were actually performed.

- 6. Early Completion Incentive Duration For Contracts that include an incentivized provision for completing a portion of the Work before a specified milestone date or all of the Work before the Completion Date, the Contractor may insert an "Early Completion Date" milestone activity to indicate its intent to complete the Work early. In which case, the Contractor may insert an "Early Completion Incentive Duration" activity between the proposed "Early Completion Date" milestone activity and the Contract completion milestone activity. The incentive duration shall be specified in calendar days, which shall not exceed the maximum allowable incentive days at any time. The incentive duration shall be adjusted accordingly each Update Schedule to reflect any slippage or contraction of the Project Schedule.
- 7. **Use of Total Float –** Total float shall be considered a project property that is shared amongst all activities on the network. Total float shall be calculated relative to the Completion Date or a related Contract milestone, as applicable. The Contractor may submit a Progress Schedule showing completion of a portion of the Work before a specified milestone date or all of the Work before the Completion Date. If this occurs, any total float available in the Project Schedule, at any time, shall belong to the Project. It shall be understood that total float is not for the exclusive use or benefit of either the Department or the Contractor and that either party has the right to full use of any available total float. Until such time that all available total float is depleted, total float shall be used responsibly on a first come first serve basis for the benefit of the Project. Changes to the Project Schedule at any time for the purpose of manipulating float is prohibited, with the exception of adjustments to incentive duration activities for Contracts with incentive provisions for early completion, as defined herein. Negative total float will not be allowed in the Preliminary Schedule, Baseline Schedule, or Revised Baseline Schedule.

## 8. Progress Schedule Submittal Format and Reports

Unless otherwise approved in writing by the Engineer, the Contractor shall submit for each Preliminary Schedule, Baseline Schedule, Update Schedule, or Revised Baseline Schedule submission, the following submittal items and reports, in the formats specified below:

- A. **File Naming Convention** Each electronic submittal file shall have a unique file name using a file naming convention that identifies the file by the Contract ID (e.g., C000XXXXXXX), version of Progress Schedule (e.g., PS1, BS, BSR1, U01, U04RB), type of submission (e.g., Preliminary Schedule, Baseline Schedule Narrative, Form C-13CPM), and Data Date of the submission. For example: C000XXXXXXXX PS1 Preliminary Schedule 04-01-21.xer.
- B. **Transmittal Email –** An electronic mail to the Engineer, identifying which Progress Schedule is being submitted for review and what submittal items are included.
- C. Project Schedule For each submission of the Project Schedule, the Contractor shall submit:
  - (1) A backup copy of the working schedule in Primavera P6 ".xer" file format.
  - (2) A copy of the "Schedule Log" in ".pdf" file format.
  - (3) A time-scaled bar-chart plot of the "Complete Detailed Schedule" in ".pdf" file format, showing for each activity, Activity ID, Activity Name, Original Duration, Start, Finish, Activity % Complete, Remaining Duration, and Total Float.
  - (4) A time-scaled bar-chart plot of the "Critical Path Schedule" in ".pdf" file format, showing for each critical path activity, Activity ID, Activity Name, Original Duration, Start, Finish, Activity % Complete, Remaining Duration, and Total Float.

- (5) A tabular "Predecessor and Successor Report (PSR)" in ".pdf" file format showing the predecessors and successors for each activity. The PSR shall be sorted by WBS and in ascending order by Activity ID and shall show for each activity.
  - (a) Activity ID and Activity Name.
  - (b) Original Duration and Remaining Duration.
  - (c) Early Start, Early Finish, Late Start, Late Finish.
  - (d) Free Float, Total Float, and Critical ("Yes" or "No").
  - (e) For each Predecessor/Successor activity, show the Activity ID, Activity Name, Relationship Type, Lag, Free Float, Total Float, Driving ("Yes" or "No"), and Critical ("Yes" or "No").
- (6) A copy of the "Activity Cost-loading Report (ACR)" in ".pdf" file format.
- (7) A copy of the "Commodity Loading Report (CLR)" in ".pdf" file format.
- (8) A copy of the "Activity Resource-loading Report (ARR)" in ".pdf" file format, as applicable.
- D. **Schedule Narrative –** For each submission of the Project Schedule, the Contractor shall submit a file copy of the "Project Schedule Narrative" in ".pdf" format.
- E. **Progress Earnings Schedule –** For each submission of the Project Schedule, the Contractor shall submit a Progress Earnings Schedule report as follows:
  - (1) A copy of the "Progress Earnings Schedule (Form C-13CPM)" in ".xlsm" file format.
  - (2) Copies of the "Monthly Progress Earnings Schedule" and "S-Curve" in ".pdf" file format.
- F. Commodity Progress Report (CPR) For each submission of the Project Schedule, the Contractor shall submit a Commodity Progress Report (CPR) as follows:
  - (1) A copy of the "Commodity Progress Report (Form C-13CPR)" in ".xlsm" file format.
  - (2) A copy of the "Commodity Progress Report (CPR)" and "S-Curves" in ".pdf" file format.

#### III. Review and Acceptance

The Engineer will review each Progress Schedule submission for acceptance and will respond within fourteen (14) days of receipt of the Contractor's complete submittal. The Engineer will determine acceptance or rejection based on conformance with this specification and other requirements of the Contract and will respond as follows:

- 1. **Accepted, No Exceptions –** When the submission is complete and in full compliance with this specification and other requirements of the Contract, the Engineer will respond to the Contractor with a notice indicating the submission is "Accepted, No Exceptions".
- 2. Accepted As Noted When the submission is complete and generally in compliance with this specification and other requirements of the Contract, but contains minor flaws or exceptions, the Engineer will respond to the Contractor with a notice indicating the submission is "Accepted As Noted". In which case, the Contractor shall make the necessary corrections in the next required Progress Schedule submission to address the Engineer's comments or provide justifications in the narrative why the corrections should not be made.

- 3. **Rejected, As Noted –** When the submission is incomplete or not in compliance with this specification or other requirements of the Contract, the Engineer will respond to the Contractor with a notice indicating the submission is "Rejected, As Noted". The Progress Schedule submission will be immediately rejected and returned by the Engineer for the following reasons:
  - A. Failure to include all required reports and submittal items.
  - B. Failure to calculate the Project Schedule using the correct Data Date.
  - C. Primavera P6 software settings are different from those specified in the Contract.
  - D. The Schedule Log shows use of prohibited constraints.
  - E. The Schedule Log shows activity without predecessors or successors with exception of the first and last activities.
  - F. Repeated failure to correct out-of-sequence activities.
  - G. The Schedule Log shows Actual Dates > Data Date.
  - H. The Schedule Log shows Milestone Activities with invalid relationships.
  - I. Failure to respond to the Engineer's review comments from the previous submission.

If the submission is rejected and returned by the Engineer, the Contractor shall make the necessary corrections to address the Engineer's comments and resubmit the Progress Schedule within seven (7) days of receipt of the Engineer's response.

When the Engineer determines that a meeting with the Contractor is necessary to discuss proposed changes to the schedule or to resolve issues concerning acceptance of the Progress Schedule submission, the Contractor shall meet with the Engineer as requested.

If the Contractor or Engineer discovers an error after the Engineer has accepted a Progress Schedule, the Contractor shall correct the error in the next required submission.

The Engineer's acceptance of a Progress Schedule submission does not attest to the validity of the Project Schedule, sequencing, logic, duration, or assumptions on which the schedule is based. Acceptance by the Engineer does not transfer any of the Contractor's responsibilities to the Department. Failure of the Contractor to include in the Project Schedule any element of work required by the Contract for timely completion will not excuse the Contractor from completing the Work within the Contract specified Milestone(s) or the Contract time limit, as applicable.

Upon acceptance by the Engineer, the Baseline Progress Schedule or a subsequent Revised Baseline Progress Schedule will be established as the Project "Schedule of Record (SOR)". The SOR is the latest agreed upon and only Project Baseline with which all parties will plan and execute all work required to complete the Project; and against which progress of the Project and the Contractor's performance will be assessed.

#### IV. Failure to Comply with Progress Schedule Submission Requirements

The Engineer may delay approval of the monthly progress estimate for failure to submit an acceptable Progress Schedule on time and as required. Payments withheld for violation of the schedule requirements will be included in the next progress estimate following the Contractor's submission of an acceptable Progress Schedule. However, no payments will be made for monthly Update Progress Schedule pay items for late submissions. Any delays resulting from payment

withholding due to the Contractor's failure to provide an acceptable Progress Schedule will not be considered just cause for extension of the Contract time limit or for additional compensation.

# V. Delays and Schedule Impact Analysis (SIA)

The Contractor shall promptly notify the Engineer when it discovers or encounters any changes to the Work or conditions that are expected to impact the Project Schedule. In the event of an excusable delay that extends the completion date of the Project or a Contract milestone, as applicable, beyond the Contract specified date, for which the Contractor is seeking an extension of time, the Contractor shall promptly submit a request for an adjustment to the Contract in accordance with Section 108.04 of the Specifications. Unless directed otherwise in writing by the Engineer, the Contractor shall submit along with its request for an adjustment to the Contract, a Schedule Impact Analysis (SIA) in accordance with the following:

## 1. Prospective SIA for Anticipated Impacts Due to Directed or Authorized Changes

The Engineer may issue a written request to the Contractor for proposed additions, deletions, or other changes to the Work in accordance with Section 104 of the Specifications. If this occurs and the Contractor is seeking an extension of time, the Contractor shall submit a Prospective SIA within seven (7) days after receipt of the Engineer's request and prior to proceeding with the changed work, unless directed otherwise in writing by the Engineer. The Prospective SIA submission shall consist of the following:

- A. **Prospective SIA Schedule –** The Prospective SIA Schedule shall reflect all known information at the time of analysis and shall be prepared and submitted as follows:
  - (1) A Pre-impact SIA Schedule shall be prepared by updating a copy of the latest accepted Project Schedule in place prior to the proposed change with progress only through the date before the proposed change.
  - (2) An Impacted SIA Schedule shall be prepared by inserting a fragnet (fragmentary network) of the detail activities representing the added or changed Work into a copy of the Pre-impact SIA Schedule. The added activities shall be linked to other related and affected activities accordingly.
  - (3) The Prospective SIA Schedule submission shall include a bar-chart schedule layout showing the added activities, related and affected activities, critical path activities, and any affected Contract milestones. It shall also show a graphical comparison between the Impacted SIA Schedule and Pre-impact SIA Schedule and variances in activity duration, start dates, and finish dates.
  - (4) The Prospective SIA Schedule submission shall include ".pdf" copies and electronic backup copies of the Pre-impact and Impacted SIA Schedules in the ".xer" file format.
- B. **Prospective SIA Narrative –** The Prospective SIA Narrative shall describe:
  - (1) The proposed changes to the Work and timeline of events associated with the changes.
  - (2) Any changes made to the Project Schedule and current status of the Project prior to the proposed change as reflected on the Pre-impact SIA Schedule.
  - (3) The changes made to the Pre-impact SIA Schedule including, added or deleted activities, affected activities and how the activities are expected to be affected.
  - (4) Any shifts to the Critical Path and overall impact to related Contract milestones or the Project Completion Date as reflected on the Impacted SIA Schedule.

(5) Any actions taken or proposed to mitigate or avoid the potential impact.

# 2. Retrospective SIA for Impacts Due to Unforeseen Changes and Delays

In the event of an excusable delay resulting from unforeseen changes to the Work or conditions, for which the Contractor is seeking a time extension, the Contractor shall submit along with its request for time extension, a Retrospective SIA within fourteen (14) days after the end date of the delay event, unless directed otherwise in writing by the Engineer. The Retrospective SIA submission shall consist of the following:

- A. Retrospective SIA Schedules The Retrospective SIA Schedules shall include all accepted monthly Update Schedules immediately before, during, and after the delay event and shall consider all known information as of the time of analysis. If there are update periods with missing Update Schedules or Update Schedules returned with a notice of "Rejected, As Noted", the Contractor shall prepare acceptable Update Schedules with progress only for the missing periods using the previous accepted Update Schedule accordingly. If there are Update Schedules returned with a notice of "Accepted As Noted", the Contractor shall modify the Update Schedules accordingly to address the Engineer's comments. The Retrospective SIA shall be prepared and submitted as follows:
  - (1) Each accepted monthly Update Schedule submitted during the period of occurrence of the delay event shall be compared against the accepted Update Schedule for the previous update period, to identify any variances between actual and planned performance for the work performed during each update period.
  - (2) Each SIA Schedule shall show the activities performed during last update period, including any activities added to the SIA Schedule to identify delay events; as well as the Project Critical Path activities. The SIA Schedule layout shall show:
    - (a) For each activity, Original Duration, Start, Finish, Criticality, and Total Float. It shall also show the previous Update Schedule Start, Finish; and the Start, Finish, and Duration variances relative to the previous Update Schedule.
    - (b) A bar-chart plot showing a graphical comparison between the SIA Schedule and previous Update Schedule.
  - (3) If there are Update Schedules with schedule changes that negatively impacts the schedule, the analysis shall be split to determine the impact due to the changes and impact due to progress separately by updating a copy of the previous Update Schedule with progress alone.
  - (4) Any related impact resulting from projected delays due to calendar restrictions such winter weather or TOYR shall be deferred until after the delays have actually occurred.
  - (5) The Retrospective SIA Schedule submission shall include ".pdf" copies and electronic backup copies of the SIA Schedules in the ".xer" file format.
- B. **Retrospective SIA Narrative –** The Retrospective SIA Narrative shall describe:
  - (1) The changes to the Work or conditions or delay events, including explanation of who is responsible and why the delay is excusable.
  - (2) Timeline of events associated with the delay, including all actions and waiting times.
  - (3) For each update period, identify the SIA Schedule and previous Update Schedule and:

- (a) Any changes made to the SIA Schedule, including activities added to identify delay events, deleted activities, affected activities and how the activities were affected.
- (b) The controlling critical path activity and any link to the delay event.
- (c) Any shifts to the Critical Path, Milestone, or the Project Completion Date.
- (4) Any actions taken or proposed to mitigate the impact.
- (5) A summary of any incremental time gains or losses in the Milestones, or the Project Completion Date for each update period.

The Engineer will review the Contractor's request and SIA and will respond within 14 days of submittal. The Contractor must adhere to the notice of a change, request for time extension, and SIA submission requirements; as well Section 105.19 of the Specifications to preserve their rights to file a claim. The Contractor's notice of a change, a subsequent meeting with the Engineer, or submittal of a request for modification of the Contract as defined herein, shall not constitute a notice of intent to file a claim as required by Section 105.19. *No part of this provision is intended to alter, replace, or supersede Section 105.19 of the Specifications.* 

# VI. Monitoring the Work and Assessing Progress

The Engineer will monitor and assess progress of the Work regularly relative to the SOR to identify deviations from the Contractor's scheduled performance and to determine if progress is satisfactory according to the following:

## 1. Progress and Coordination Meetings

Once the Work is underway and until the Project is completed, the Contractor shall keep the Engineer up-to-date on the short-term work plan on a regular basis, including any changes in the work plan or issues that may impact the schedule, as follows:

- A. Weekly Progress Meetings Unless directed otherwise by the Engineer, the Contractor's personnel (i.e., Project Manager, Superintendent, Field Supervisor) shall on a weekly basis meet with the Engineer on a day and time as mutually agreed upon. The meeting shall be held to discuss the current progress of Work and work planned for the upcoming four (4) weeks; and work by the Department and others or issues that are anticipated to impact the schedule. At the weekly progress meeting and until all Work is completed, the Contractor shall furnish in Bar Chart format, a detailed Four-Week Look-Ahead (FWLA) Schedule to the Engineer. The FWLA Schedule shall depict in a greater level of detail, the daily operations, showing actual dates for work performed since the last FWLA Schedule submission and planned dates for work to be performed in the upcoming four (4) weeks. The daily operations included in the FWLA Schedule shall specifically reference the applicable Activity IDs in the Project Schedule. The FWLA Schedule may be prepared using a computer software or by hand.
- B. **Monthly Progress Meetings –** Unless directed otherwise by the Engineer, the Contractor shall attend a monthly progress meeting with the Engineer on a day as mutually agreed upon. At the progress meeting the Contractor shall furnish a 60-day Look-ahead Schedule Report and shall be prepared to discuss the current status of the Project, on-going work, and work planned for the following sixty (60) days; and any issues that are currently impacting the schedule or anticipated to impact the schedule. The 60-day Look-ahead Schedule shall be based on the Contractor's current Update Schedule, showing actual dates for work performed during the last update period and planned dates for work to be performed in the upcoming sixty (60) days.

## 2. Progress Evaluation and Unsatisfactory Performance

- A. **Progress Deficiency and Schedule Slippage –** The Engineer will assess the current status of the Work each month, based on the monthly Update Progress Schedule submission, and relative to the SOR. The Contractor's actual progress may be considered unsatisfactory, as determined by the Engineer, if any of the following conditions occur:
  - (1) The actual total earnings percentage for Work completed to date, based on the current estimate, falls behind the cumulative late date earnings percentage relative to the SOR.
  - (2) A Contract milestone or the Project Completion Date is currently projected to complete more than thirty (30) days after the date specified in the Contract, as applicable.
- B. Notice of Unsatisfactory Performance When the Engineer determines that actual progress of the Work is unsatisfactory, the Engineer will issue a written notice of unsatisfactory performance to the Contractor. The Engineer will also advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c), for each month the Contractor's actual progress is remains unsatisfactory. Within fourteen (14) days from the date of receipt of the Engineer's notice, the Contractor shall respond by submitting a written statement describing any actions taken or proposed by the Contractor to correct the progress deficiency. If the Contractor's response includes a proposed recovery plan, the current Project Schedule shall be modified accordingly to reflect the Contractor's proposed recovery plan. The Contractor may submit to the Engineer a written explanation along with supporting documentation to establish that such delinquency is attributable to conditions beyond its control. If the Engineer accepts the Contractor's recovery plan, the modified Project Schedule showing the recovery plan will be considered the current Update Schedule and will not replace the SOR.

If the Contractor fails to respond within the time required, or the response is unacceptable, its prequalification status may be changed as provided in Section 102.01 of the Specifications, and the Contractor may be temporarily disqualified from bidding on contracts with the Department as provided in Section 102.08, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate. The Engineer may delay these actions when a Contract time extension is under consideration.

## VII. Measurement and Payment

**Baseline Progress Schedule** will be measured and paid for at the Contract Lump Sum price. This price shall include all work associated with the preparation and submission of the Preliminary Progress Schedule and the Baseline Progress Schedule and will be paid as follows:

- Twenty-five (25) percent of the Contract Lump Sum price will be paid upon acceptance of the Preliminary Progress Schedule submission. No separate measurement and payment will be made for preparation and submission of updates to the Preliminary Progress Schedule. All costs associated with updating and submitting the updated Preliminary Progress Schedule shall be considered incidental.
- 2. Seventy-five (75) percent of the Contract Lump Sum price will be made upon acceptance of the Baseline Progress Schedule submission.
- 3. All costs associated with attendance of the Scheduling Conference and other Baseline Progress Schedule related meetings shall be considered incidental.

**Progress Schedule Update** will be measured in units of each and paid for at the Contract each price. This price shall include **all** costs associated with the preparation and submission of the Update Progress Schedule, Revised Baseline Progress Schedule, Final As-built Schedule, and SIA and will be paid as follows:

- Progress payments of one each (1 EA) at the Contract each price will be made upon acceptance
  of the Update Progress Schedule, Revised Baseline Progress Schedule, and Final As-built
  Schedule submission. Progress payments will not be made for Progress Schedule Updates
  submitted for any time in excess of the time limit established in the Contract as extended in
  accordance with Section 108.04.
- 2. No separate measurement and payment will be made for preparation and submission of the SIA or for attendance of related meetings. All costs associated with the SIA shall be considered incidental.
- 3. No separate measurement and payment will be made for attendance of progress meetings or other Update Progress Schedule related meetings. All costs associated with attendance of the scheduling meetings shall be considered incidental.

Payment will be made under:

Pay Item	Pay Unit
Baseline Progress Schedule	Lump sum
Progress Schedule Updates	Each