SECTION 01 32 16.17
PROJECT SCHEDULES
(SMALL PROJECTS – DESIGN/BUILD)

PART 1- GENERAL

1.1 DESCRIPTION:

A. The Contractor shall develop a Critical Path Method (CPM) plan and schedule demonstrating fulfillment of the contract requirements (Project Schedule), and shall keep the Project Schedule up-to-date in accordance with the requirements of this section and shall utilize the plan for scheduling, coordinating and monitoring work under this contract (including all activities of subcontractors, equipment vendors and suppliers). Conventional Critical Path Method (CPM) technique shall be utilized to satisfy both time and cost applications.

1.2 CONTRACTOR'S REPRESENTATIVE:

A. The Contractor shall designate an authorized representative responsible for the Project Schedule including preparation, review and progress reporting with and to the Contracting Officer's Representative (COR).

B. The Contractor's representative shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the requirements of this specification section.

C. The Contractor’s representative shall have the option of developing the project schedule within their organization or to engage the services of an outside consultant. If an outside scheduling consultant is utilized, Section 1.3 of this specification will apply.

1.3 CONTRACTOR'S CONSULTANT:

A. The Contractor shall submit a qualification proposal to the COR, within 10 days of bid acceptance. The qualification proposal shall include:

1. The name and address of the proposed consultant.
2. Information to show that the proposed consultant has the qualifications to meet the requirements specified in the preceding paragraph.
3. A representative sample of prior construction projects, which the proposed consultant has performed complete project scheduling services. These representative samples shall be of similar size and scope.

B. The Contracting Officer has the right to approve or disapprove the proposed consultant, and will notify the Contractor of the VA decision

within seven calendar days from receipt of the qualification proposal. In case of disapproval, the Contractor shall resubmit another consultant within 10 calendar days for renewed consideration. The Contractor shall have their scheduling consultant approved prior to submitting any schedule for approval.

1.4 COMPUTER PRODUCED SCHEDULES

A. The contractor shall provide, to the Department of Veterans Affairs (VA), all computer-produced time/cost schedules and reports generated from project updates. This computer service will include: three copies of up to five different reports (inclusive of all pages) available within the user defined reports of the scheduling software approved by the Contracting Officer; a hard copy listing of all project schedule changes, and associated data, made at the update and an electronic file of this data; and the resulting updated schedule in PDM format. These must be submitted with and substantively support the contractor’s payment request and the signed look ahead report. The COR shall identify the five different report formats that the contractor shall provide.

B. The contractor shall be responsible for the correctness and timeliness of the computer-produced reports. The Contractor shall also responsible for the accurate and timely submittal of the updated project schedule and all CPM data necessary to produce the computer reports and payment request that is specified.

C. The VA will report errors in computer-produced reports to the Contractor’s representative within ten calendar days from receipt of reports. The Contractor shall reprocess the computer-produced reports and associated diskette(s), when requested by the Contracting Officer’s representative, to correct errors which affect the payment and schedule for the project.

1.5 THE INTERIM AND FINAL PROJECT SCHEDULE SUBMITTAL

A. Interim Schedule Submittal: Within 21 calendar days after receipt of Notice to Proceed, the Contractor shall submit for the Contracting Officer's review; three blue line copies of the interim schedule on sheets of paper 765 x 1070 mm (30 x 42 inches) and an electronic file in the previously approved CPM schedule program. Each activity/event on the computer-produced schedule shall contain as a minimum, but not limited to, activity/event ID, activity/event description, duration, budget amount, early start date, early finish date, late start date,

late finish date and total float. Work activity/event relationships shall be restricted to finish-to-start and start-to-start without lead or lag constraints. Activity/event date constraints, not required by the contract, will not be accepted unless submitted to and approved by the Contracting Officer. The contractor shall make a separate written detailed request to the Contracting Officer identifying these date constraints and secure the Contracting Officer’s written approval before incorporating them into the Project Schedule. The Contracting Officer’s separate approval of the interim schedule shall not excuse the contractor of this requirement. Logic events (non-work) will be permitted where necessary to reflect proper logic among work events, but must have zero duration. The complete working interim Project Schedule shall reflect the Contractor's approach to scheduling the complete project and shall include at a minimum, the following activities:

1. All phasing described in Section 01 00 00, GENERAL REQUIREMENTS- OPERATIONS AND STORAGE AREAS- Paragraph “Phasing”
2. Procurement- Submittals, review and approvals, fabrication and delivery, of all key and long lead time procurement items.
3. Design- All design submissions listed in the RFP solicitation, including the specified meeting and review activities.
4. Detailed design and construction activities for the first 120 work days after Notice to Proceed.
5. Summary activities which are necessary (and are not included above) to properly show:
   a. The approach to scheduling the remaining work. The work for each major trade must be represented by at least one summary activity, so that the work cumulatively shows the entire project schedule.
   b. Summary activities shall have the trade code of SUM

B. The interim schedule shall describe the activities to be accomplished and their interdependencies. All work activities (including design), other than procurement activities, shall be cost loaded as specified and will be the basis for progress payments during the period prior to acceptance of the schedule. The interim schedule in its original form shall contain no contract changes or delays which may have been incurred during the interim schedule development period and shall reflect the Contractors schedule as submitted with his RFP solicitation package, or as negotiated prior to Notice to Proceed. All CPM data

supporting any time extension requests, in accordance with Article ADJUSTMENT OF CONTRACT COMPLETION, will be derived from the approved final schedule.

C. Final Diagram Submittal: Within 45 calendar days prior to the start of construction, the Contractor shall submit for the Contracting Officer's review; three blue line copies of the interim schedule on sheets of paper 765 x 1070 mm (30 x 42 inches) and an electronic file in the previously approved CPM schedule program. The submittal shall also include three copies of a computer-produced activity/event ID schedule showing project duration; phase completion dates; and other data, including event cost. Each activity/event on the computer-produced schedule shall contain as a minimum, but not limited to, activity/event ID, activity/event description, duration, budget amount, early start date, early finish date, late start date, late finish date and total float. Work activity/event relationships shall be restricted to finish-to-start or start-to-start without lead or lag constraints. Activity/event date constraints, not required by the contract, will not be accepted unless submitted to and approved by the Contracting Officer. The contractor shall make a separate written detailed request to the Contracting Officer identifying these date constraints and secure the Contracting Officer’s written approval before incorporating them into the network diagram. The Contracting Officer’s separate approval of the Project Schedule shall not excuse the contractor of this requirement. Logic events (non-work) will be permitted where necessary to reflect proper logic among work events, but must have zero duration. The complete working schedule shall reflect the Contractor's approach to scheduling the complete project. The final Project Schedule in its original form shall contain no contract changes or delays which may have been incurred during the final schedule development period and shall reflect the Contractors as bid schedule. These changes/delays shall be entered at the first update after the final Project Schedule has been approved. The Contractor should provide their requests for time and supporting time extension analysis for contract time as a result of contract changes/delays, after this update, and in accordance with Article, ADJUSTMENT OF CONTRACT COMPLETION.

D. Within 30 calendar days after receipt of the complete project interim Project Schedule and the complete final Project Schedule, the

Contracting Officer or his representative, will do one or both of the following:

1. Notify the Contractor concerning his actions, opinions, and objections.
2. A meeting with the Contractor at or near the job site for joint review, correction or adjustment of the proposed plan will be scheduled if required. Within 14 calendar days after the joint review, the Contractor shall revise and shall submit three blue line copies of the revised Project Schedule, three copies of the revised computer-produced activity/event ID schedule and a revised electronic file as specified by the Contracting Officer. The revised submission will be reviewed by the Contracting Officer and, if found to be as previously agreed upon, will be approved.

E. The approved baseline schedule and the computer-produced schedule(s) generated there from shall constitute the approved baseline schedule until subsequently revised in accordance with the requirements of this section.

F. The Complete Project Schedule shall contain approximately 2 work activities/events.

1.6 WORK ACTIVITY/EVENT COST DATA

A. The Contractor shall cost load all work activities/events except procurement activities. The cumulative amount of all cost loaded work activities/events (including alternates) shall equal the total contract price. Prorate overhead, profit and general conditions on all work activities/events for the entire project length. The contractor shall generate from this information cash flow curves indicating graphically the total percentage of work activity/event dollar value scheduled to be in place on early finish, late finish. These cash flow curves will be used by the Contracting Officer to assist him in determining approval or disapproval of the cost loading. Negative work activity/event cost data will not be acceptable, except on VA issued contract changes.

B. The Contractor shall cost load work activities/events for guarantee period services, test, balance and adjust various systems in accordance with the provisions in Article, FAR 52.232 – 5 (PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS) and VAAR 852.236 – 83 (PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS).

C. In accordance with FAR 52.236 – 1 (PERFORMANCE OF WORK BY THE CONTRACTOR) and VAAR 852.236 – 72 (PERFORMANCE OF WORK BY THE CONTRACTOR), the Contractor shall submit, simultaneously with the cost per work activity/event of the construction schedule required by this Section, a responsibility code for all activities/events of the project for which the Contractor's forces will perform the work.

D. The Contractor shall cost load work activities/events for all BID ITEMS including ASBESTOS ABATEMENT. The sum of each BID ITEM work shall equal the value of the bid item in the Contractors' bid.

1.7 PROJECT SCHEDULE REQUIREMENTS

A. Show on the project schedule the sequence of work activities/events required for complete performance of all items of work. The Contractor Shall:

1. Show activities/events as:
   a. Contractor's time required for submittal of shop drawings, templates, fabrication, delivery and similar pre-construction work.
   b. Contracting Officer's and Architect-Engineer's review and approval of shop drawings, equipment schedules, samples, template, or similar items.
   c. Interruption of VA Facilities utilities, delivery of Government furnished equipment, and rough-in drawings, project phasing and any other specification requirements.
   d. Test, balance and adjust various systems and pieces of equipment, maintenance and operation manuals, instructions and preventive maintenance tasks.
   e. VA inspection and acceptance activity/event with a minimum duration of five work days at the end of each phase and immediately preceding any VA move activity/event required by the contract phasing for that phase.
2. Show not only the activities/events for actual construction work for each trade category of the project, but also trade relationships to indicate the movement of trades from one area, floor, or building, to another area, floor, or building, for at least five trades who are performing major work under this contract.
3. Break up the work into activities/events except as to non-construction activities/events (i.e., procurement of materials, delivery of equipment, concrete and asphalt curing) and any other

activities/events for which the COR may approve the showing of a longer duration. The duration for VA approval of any required submittal, shop drawing, or other submittals will not be less than 20 work days.

4. Describe work activities/events clearly, so the work is readily identifiable for assessment of completion. Activities/events labeled "start," "continue," or "completion," are not specific and will not be allowed. Lead and lag time activities will not be acceptable.
5. The schedule shall be generally numbered in such a way to reflect either discipline, phase or location of the work.

B. The Contractor shall submit the following supporting data in addition to the project schedule:
   1. The appropriate project calendar including working days.
   2. The planned number of shifts per day.
   3. The number of hours per shift.

   Failure of the Contractor to include this data shall delay the review of the submittal until the Contracting Officer is in receipt of the missing data.

C. To the extent that the Project Schedule or any revised Project Schedule shows anything not jointly agreed upon, it shall not be deemed to have been approved by the COR. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase regardless of the COTR’s approval of the Project Schedule.

D. Compact Disk Requirements and CPM Activity/Event Record Specifications: Submit to the VA an electronic file(s) containing one file of the data required to produce a schedule, reflecting all the activities/events of the complete project schedule being submitted.

1.8 PAYMENT TO THE CONTRACTOR:

A. The contractor shall submit the AIA application and certificate for payment documents G702 & G703 reflecting updated schedule activities and cost data in accordance with the provisions of the following Article, PAYMENT AND PROGRESS REPORTING, as the basis upon which progress payments will be made pursuant to Article, FAR 52.232 – 5 (PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS) and VAAR 852.236 – 83 (PAYMENT UNDER FIXED-PRICE CONSTRUCTION CONTRACTS). The Contractor shall be entitled to a progress payment upon approval of estimates as

determined from the currently approved updated project schedule. Payment requests shall include: a listing of all agreed upon project schedule changes and associated data; and an electronic file (s) of the resulting updated schedule.

B. Approval of the Contractor’s Application for Payment shall be contingent, among other factors, on the submittal of a satisfactory update of the project schedule.

1.9 PAYMENT AND PROGRESS REPORTING

A. Schedule update meeting will be held on dates mutually agreed to by the COR and the Contractor. Contractor and their CPM consultant (if applicable) shall attend all scheduled update meetings. The Contractor shall accurately update the Project Schedule and all other data required and provide this information to the COR three work days in advance of the scheduled update meeting. Job progress will be reviewed to verify:

1. Actual start and/or finish dates for updated/completed activities/events.
2. Remaining duration for each activity/event started, or scheduled to start, but not completed.
3. Logic, time and cost data for change orders, and supplemental agreements that are to be incorporated into the Project Schedule.
4. Changes in activity/event sequence and/or duration which have been made, pursuant to the provisions of following Article, ADJUSTMENT OF CONTRACT COMPLETION.
5. Completion percentage for all completed and partially completed activities/events.
6. Logic and duration revisions required by this section of the specifications.
7. Activity/event duration and percent complete shall be updated independently.

B. After completion of the joint review, the contractor shall generate an updated computer-produced calendar-dated schedule and supply the Contracting Officer’s representative with reports in accordance with the Article, COMPUTER PRODUCED SCHEDULES, specified.

C. After completing the schedule update, the contractor’s representative or scheduling consultant shall rerun all current period contract change(s) against the prior approved project schedule. The analysis shall only include original workday durations and schedule logic agreed

upon by the contractor and COR for the contract change(s). When there is a disagreement on logic and/or durations, the Contractor shall use the schedule logic and/or durations provided and approved by the COR. After each rerun update, the resulting electronic project schedule data file shall be appropriately identified and submitted to the VA in accordance to the requirements listed in articles 1.4 and 1.7. This electronic submission is separate from the regular project schedule update requirements and shall be submitted to the resident engineer within fourteen (14) calendar days of completing the regular schedule update. **Before inserting the contract changes durations, care must be taken to ensure that only the original durations will be used for the analysis, not the reported durations after progress. In addition, once the final network diagram is approved, the contractor must recreate all manual progress payment updates on this approved network diagram and associated reruns for contract changes in each of these update periods as outlined above for regular update periods. This will require detailed record keeping for each of the manual progress payment updates.**

D. Following approval of the CPM schedule, the VA, the General Contractor, its approved CPM Consultant, COR, and all subcontractors needed, as determined by the SRE, shall meet to discuss the updated schedule. The main emphasis shall be to address work activities to avoid slippage of project schedule and to identify any necessary actions required to maintain project schedule during the reporting period. The Government representatives and the Contractor should conclude the meeting with a clear understanding of those work and administrative actions necessary to maintain project schedule status during the reporting period. This schedule coordination meeting will occur after each project schedule update meeting utilizing the resulting schedule reports from that schedule update. If the project is behind schedule, discussions should include ways to prevent further slippage as well as ways to improve the project schedule status, when appropriate.

1.10 RESPONSIBILITY FOR COMPLETION

A. If it becomes apparent from the current revised progress schedule that phasing or contract completion dates will not be met, the Contractor shall execute some or all of the following remedial actions:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.

B. Prior to proceeding with any of the above actions, the Contractor shall notify and obtain approval from the COTR for the proposed schedule changes. If such actions are approved, the representative schedule revisions shall be incorporated by the Contractor into the Project Schedule before the next update, at no additional cost to the Government.

1.11 CHANGES TO THE SCHEDULE

A. Within 30 calendar days after VA acceptance and approval of any updated project schedule, the Contractor shall submit a revised electronic file (s) and a list of any activity/event changes for any of the following reasons:
1. Delay in completion of any activity/event or group of activities/events, which may be involved with contract changes, strikes, unusual weather, and other delays will not relieve the Contractor from the requirements specified unless the conditions are shown on the CPM as the direct cause for delaying the project beyond the acceptable limits.
2. Delays in submittals, or deliveries, or work stoppage are encountered which make rescheduling of the work necessary.
3. The schedule does not represent the actual prosecution and progress of the project.
4. When there is, or has been, a substantial revision to the activity/event costs regardless of the cause for these revisions.

B. CPM revisions made under this paragraph which affect the previously approved computer-produced schedules for Government furnished equipment, vacating of areas by the VA Facility, contract phase(s) and sub phase(s), utilities furnished by the Government to the Contractor, or any other previously contracted item, shall be furnished in writing to the Contracting Officer for approval.

C. Contracting Officer's approval for the revised project schedule and all relevant data is contingent upon compliance with all other paragraphs of this section and any other previous agreements by the Contracting Officer or the VA representative.

D. The cost of revisions to the project schedule resulting from contract changes will be included in the proposal for changes in work as specified in FAR 52.243 – 4 (Changes) and VAAR 852.236 – 88 (Changes – Supplemental), and will be based on the complexity of the revision or contract change, man hours expended in analyzing the change, and the total cost of the change.

E. The cost of revisions to the Project Schedule not resulting from contract changes is the responsibility of the Contractor.

1.12 ADJUSTMENT OF CONTRACT COMPLETION

A. The contract completion time will be adjusted only for causes specified in this contract. Request for an extension of the contract completion date by the Contractor shall be supported with a justification, CPM data and supporting evidence as the COTR may deem necessary for determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof based on revised activity/event logic, durations (in work days) and costs is obligatory to any approvals. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in this request. The Contracting Officer's determination as to the total number of days of contract extension will be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information.

B. Actual delays in activities/events which, according to the computer- produced calendar-dated schedule, do not affect the extended and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. The Contracting Officer will within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the Contractor in writing of the Contracting Officer's decision.

C. The Contractor shall submit each request for a change in the contract completion date to the Contracting Officer in accordance with the provisions specified under FAR 52.243 – 4 (Changes) and VAAR 852.236 – 88 (Changes – Supplemental). The Contractor shall include, as a part of each change order proposal, a sketch showing all CPM logic revisions, duration (in work days) changes, and cost changes, for work in question

and its relationship to other activities on the approved network diagram.

D. All delays due to non-work activities/events such as RFI’s, WEATHER, STRIKES, and similar non-work activities/events shall be analyzed on a month by month basis.

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