

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01320

**PROGRESS SCHEDULES AND REPORTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 01320.
  - 1. Development of schedule, cost, and resource loading of the Progress Schedules, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01320.
  - 2. The Schedules shall be cost-loaded based on Schedule of Values as approved by District.
  - 3. Submit schedules and reports as specified in 00700 (General Conditions).
  - 4. Separate Progress Schedules shall be created and updated for each campus site.
- B. Upon Award of Contract, immediately commence development of Initial Schedules to ensure compliance with schedule submittal requirements.
- C. Contractor's obligations under this Section 01320 are hereby deemed material obligations justifying District's remedies for default if Contractor fails to perform. Nothing in this paragraph 1.1.C of this Section 01320 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

**1.2 GENERAL**

- A. Progress Schedules shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedules shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. A Change Order shall formalize any such agreement.
  - 1. District is not required to accept earlier (advanced) schedules, i.e., one that shows early completion date(s) for the Contract Time.
  - 2. Contractor is not entitled to extra compensation in event agreement is reached on earlier (advanced) schedules and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedules but within the Contract Time.
  - 3. Schedules showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Contractor.
  - 4. Float Ownership: Neither District nor Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
    - a. For example, in the event of unexcused delay by Party A and Party B, and if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.
    - b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.
- C. Progress Schedules shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedules and monitoring actual progress as compared to Progress Schedules rests with Contractor.
- D. Failure of Progress Schedules to include any element of the Work or any inaccuracy in Progress Schedules will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of Schedules shall be for its use in monitoring and evaluating job progress, payment

requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

- E. Transmit each item under form approved by District or following Section 01330.
  - 1. Identify Project with the District Contract number, and name of Contractor.
  - 2. Provide space for Contractor's approval stamp and District's review stamps.
  - 3. Submittals received from sources other than Contractor will be returned to Contractor without District's review.

### **1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULES**

- A. Initial Schedules submitted for review at the Preconstruction Conference shall serve as Contractor's schedules for up to 30 Days after the Notice to Proceed.
- B. Initial Schedules must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.
- C. Contractor shall submit its Original Schedules for review no later than first progress payment. Original Schedules and all updates shall comply with all standards herein.
- D. All Schedules shall be time-scaled.
- E. All Schedules shall be cost- and resource-loaded. Accepted cost- and resource-loaded Schedules will be used as basis for monthly progress payments. Use of Initial Schedules for progress payments shall not exceed 30 Days.
- F. Except as otherwise expressly provided in this Section 01320, meet with District to review and discuss the Schedules (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
  - 1. District's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - 2. Contractor shall make corrections to Schedules necessary to comply with Contract requirements and shall adjust Schedules to incorporate any missing information requested by District. Resubmit Initial Schedules if requested by District.
- G. If Contractor is of the opinion that any of the Work included on its Schedules has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Section 01320. The TIE shall be based on the most current update of the Initial Schedules.

### **1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. Each Schedule (Initial, Original and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
  - 1. All Contractor, Subcontractor, and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
  - 2. Activities related to the delivery of Contractor and District-furnished equipment to be Contractor-installed per Contract shall be shown.
  - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.
  - 4. Break up the Work schedules into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.
  - 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.
- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedules shall not excuse Contractor from completing all Work required within the Contract Time.
- D. A two-week "look ahead," detailed daily bar chart schedule shall be updated and issued weekly for each campus site.
- E. Utilize Primavera computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

## 1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Initial Schedules, monitor progress of Work and adjust Schedules each month to reflect actual progress and any anticipated changes to planned activities.
  - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
  - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 25<sup>th</sup> of each month to review the Schedule update submittals and progress payment application.
  - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
  - 2. These meetings are considered a critical component of overall monthly schedule update submittals; have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
- C. Within five Days after monthly Schedule update meetings, submit the updated Schedules.
- D. Within five Days of receipt of above-noted revised submittals, District will either accept or reject monthly schedule update submittals.
  - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule updates shall be submitted as part of Contractor's Application for Payment.
  - 2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

## 1.6 SCHEDULE REVISIONS

- A. Updating the Schedules (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedules. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedules, provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.
- C. Schedule revisions shall not be incorporated into any schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District's request.
- D. If District does not accept Contractor's revision, and Contractor disagrees with District's position, Contractor has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Contractor waives its rights to subsequently dispute or file a claim regarding District's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 12.
- E. At District's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

## 1.7 RECOVERY SCHEDULES

- A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure

appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

- B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.
- C. If District does not accept Contractor's revisions, District and Contractor shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Section 01320.
- D. At District's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

#### **1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS**

- A. When Contractor is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedules, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph 1.8A of this Section 01320 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule updates. Provide District with four copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00700 (General Conditions).

#### **1.9 TIME EXTENSIONS**

- A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule updates. Notice of time impacts shall be given in accordance with Document 00700 (General Conditions).
- B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate District-caused time impact. Submit mitigation plan to District within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Contractor to perform in accordance with the current schedule updates shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

#### **1.10 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for scheduling identified in this Section 01320, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.
- B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
  - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
  - 2. Progress made on critical activities indicated on each Schedule, including inspections.

3. Explanations for any lack of work on critical path activities planned to be performed during last month.
  4. Explanations for any schedule changes, including changes to logic or to activity durations.
  5. List of critical activities scheduled to be performed during the next month.
  6. Status of major material and equipment procurement.
  7. Any delays encountered during reporting period.
  8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
    - a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
    - b. Explain all variances and mitigation measures.
  9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
  10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. At the close of each workday provide District with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF SECTION