

**California High-Speed Train Project**



**Request for Proposal  
for Design-Build Services**

**RFP No.: HSR 11-16**

**Book 3, Part B, Subpart 8: Cost and Scheduling  
Controls Program**

ADDENDUM 6



## Table of Contents

<b>1</b>	<b>GENERAL REQUIREMENTS .....</b>	<b>1</b>
1.1	PROJECT SCHEDULE.....	1
1.1.1	Scheduling Terms.....	3
1.1.2	Schedule Type .....	3
1.1.3	Software.....	3
1.1.4	Use of Float.....	3
<b>2</b>	<b>BASELINE SCHEDULE PREPARATION AND SUBMITTAL .....</b>	<b>4</b>
2.1	COMPLETION, TIMELINESS AND REVIEW OF SUBMITTALS.....	4
2.2	WEEKLY MEETINGS .....	5
2.3	PRELIMINARY BASELINE SCHEDULE INFORMATION .....	5
2.4	BASELINE SCHEDULE SUBMITTAL .....	5
2.4.1	Schedule Framework Submittal (Step 1).....	6
2.4.2	Schedule Framework Re-submittal (Step 2).....	6
2.4.3	CPM Logic and Narrative Submittal (Step 3) .....	6
2.4.4	Activity Resource and Cost Loading of Submittal (Step 4).....	7
2.4.5	CPM Logic, Narrative, Resource and Cost Re-submittal (Step 5) .....	7
2.4.6	Baseline Schedule Submittal (Step 6).....	7
2.4.7	Corrected Baseline Submittal (Step 7).....	8
<b>3</b>	<b>SCHEDULE REQUIREMENTS .....</b>	<b>8</b>
3.1	AUTOCOST RULES.....	8
3.2	SCHEDULE CALCULATION OPTIONS .....	9
3.3	ACTIVITY DATA.....	9
3.4	ACTIVITY CODES .....	11
3.5	ACTIVITY CALENDAR .....	11
3.6	RESOURCE LOADING .....	11
3.7	COST LOADING .....	11
3.8	CPM LOGIC.....	11
3.9	NARRATIVES .....	12
3.9.1	Baseline Schedule Narrative.....	12
3.9.2	Schedule Update Narrative .....	13
3.10	REQUIRED SUBMITTAL AND DELIVERY ACTIVITIES .....	14
3.10.1	Submittal List .....	14
3.10.2	Submittal Activities .....	14
3.10.3	Submittals with Multiple Activities .....	14
3.10.4	Delivery Activities .....	15
3.11	TIMELY COMPLETION .....	15
3.12	RESOURCE DISTRIBUTION .....	15
3.13	USE OF CONSTRAINTS OR FLOAT SUPPRESSION TECHNIQUES.....	15
3.14	RESOURCE LEVELING.....	16



- 3.15 DEFAULT PROGRESS DATA ..... 16
- 3.16 OUT-OF-SEQUENCE LOGIC ..... 16
- 3.17 ELECTRONIC SCHEDULE NAMING AND FORMATTING ..... 16
  - 3.17.1 Electronic Project Schedule Files ..... 16
- 4 SCHEDULE PROGRESS UPDATES AND PROGRESS SCHEDULE SUBMITTALS . 16**
- 4.1 MONTHLY SCHEDULE PROGRESS UPDATE PERIOD ..... 17
- 4.2 MONTHLY SCHEDULE PROGRESS UPDATE DATA..... 17
- 4.3 WEEKLY SCHEDULE COORDINATION MEETINGS..... 18
- 4.4 PROGRESS DELAYS..... 18
- 5 REVISED BASELINE SCHEDULES ..... 19**
- 6 SHORT TERM SCHEDULE..... 19**
- 7 PROJECT SCHEDULE PROGRAM ADMINISTRATION PLAN ..... 20**
- 8 REVIEW AND ACCEPTANCE OF PROJECT SCHEDULE SUBMITTALS..... 20**
- 9 REQUIREMENTS FOR DEMONSTRATING ENTITLEMENT TO AN ADJUSTMENT  
IN THE CONTRACT TIME OR OBTAINING APPROVAL OF A PLAN TO RECOVER  
DELAY ..... 22**
- 9.1 SCHEDULE ANALYSIS REQUIREMENTS..... 22
- 9.2 MITIGATION OF DELAYS ..... 24

**List of Tables**

- Table 1: Baseline Schedule Submittal Schedule ..... 6
- Table 2: Submittal List Format..... 14
- Table 3: Submittal Activity Detail ..... 14



# 1 General Requirements

## 1.1 Project Schedule

The Project requires an integrated cost/schedule controls program that the Contractor shall comply with until Final Acceptance, at no increase in Contract Price. The project schedule documents are part of this integrated cost/schedule controls program and the Contractor shall comply with the project schedule submission requirements by submitting the following documents during the Contract, summarized below:

**Original Baseline Schedule** - The Contractor shall submit its Original Baseline Schedule per the "Baseline Schedule Submittal Schedule" at Table 1 and found elsewhere within this specification. The Baseline Schedule comprises the plan and schedule that the Contractor intends to use to perform and complete the Work. Upon approval by the Authority, the Original Baseline Schedule shall be the schedule of record from which entitlement for adjustments in the Completion Deadline shall be measured until such time as a Revised Baseline Schedule is approved by the Authority.

**Current Baseline Schedule** - The latest Baseline Schedule, whether it be the Original or a Revised Baseline Schedule as approved by the Authority, shall be considered the Current Baseline Schedule or the schedule of record.

**Schedule Progress Updates** - the Contractor shall submit monthly Schedule Progress Updates that shall update the Current Baseline Schedule with status during the period of the update and to reflect the Contractor's current plan for performing the Work as further defined in section 4.

**Revised Baseline Schedule** - A Revised Baseline Schedule occurs whenever changes in the original Baseline Schedule are required to accurately reflect any changes in the Contractor's plan for performing the Work or the impact of any approved changes in the Work. The Revised Baseline Schedule, once approved by the Authority, shall become the Current Baseline Schedule from which progress and entitlement for adjustments in the Completion Deadline shall be measured.

**Interim Schedule** - The Contractor shall submit, within 10 Working Days after NTP, an Interim Schedule detailing activities to be performed within the first 180 days after NTP. The Interim Schedule and schedule narrative shall describe the activities to be accomplished and their interdependencies subject to all requirements of the Contract. This submittal shall include a separate proposed payment milestone plan for the duration of this schedule, which will be reviewed by the Authority and upon written approval by the Authority shall be used by the Contractor for payment purposes during the Interim Schedule period.



**Short Term Schedule** - The Contractor shall submit Short Term Schedules upon the request of the Authority, which will consist of a look-ahead schedule providing detailed information on work to be performed during the period of the schedule required.

**Three Week Look-ahead Schedule** - Each week the Contractor shall supply the Authority with a three week, resource loaded look-ahead work schedule of all planned work to be performed in sufficient detail to enable the tracking of the day to day field activities. The detail and format shall be as agreed upon with the Authority. These Three Week Look-ahead Schedules shall be submitted by the Contractor in addition to the Contractor's monthly Schedule Progress Updates.

**Proposal Schedules** - Proposal Schedules are schedules in which the Contractor proposes revisions and/or changes to the Current Baseline Schedule for the Authority's acceptance. If and when a Proposal Schedule is accepted by the Authority it shall be incorporated into a Revised Baseline Schedule and all work progress shall be reported against the Revised Baseline.

For purposes of clarification, the Original Baseline Schedule, the Revised Baseline Schedule and the Interim Schedule are subject to the written approval of the Authority. All other schedules, reports or submittals required by this specification will be reviewed by the Authority but do not require the Authority's approval.

The above listed documents shall be used for evaluating all issues related to time for this Contract. The Current Baseline Schedule shall be updated to reflect the actual progress of the Work and the Contractor's current plan for the timely completion of the Work. The project schedules shall be used by the Authority and Contractor for the following purposes as well as any other purpose where the issue of time is relevant:

- To communicate to the Authority the Contractor's current plan for carrying out the Work;
- To identify work paths that are critical to the timely completion of the Work;
- To identify upcoming activities on the critical path(s);
- To evaluate the best course of action for mitigating the impact of unforeseen events;
- As the basis of establishing the predecessors for each payment milestone;
- As the basis for analyzing the time impact of changes in the Work;
- As a reference in determining the cost associated with increases or decreases in the Work;
- To prioritize activities for which the Authority is responsible;
- To document the actual progress of the Work;
- To evaluate resource requirements of the Contractor;
- To integrate the Work with the operational requirements of the Authority's facilities;
- To schedule and coordinate interfaces with adjacent contracts;
- As a basis for determining valid acceleration plans; and
- To facilitate efforts to complete the Work in a timely manner.

The project schedules provide a basis for Authority decisions that may impact the Work under this Contract, as well as other concurrent or future Contracts. Contractor shall submit



scheduling submittals in a timely manner. The project schedules shall at all times accurately reflect the Contractor's current plan for the Work and shall be updated as described in this specification.

The Contractor's project schedules shall be the primary tool utilized by the Contractor to accurately document the progress of the work and to communicate its plan for the timely completion of the work.

### **1.1.1 Scheduling Terms**

Unless otherwise defined, scheduling terms shall be as defined by the P3 Reference Manual and the P3 Planning and Control Guide, 1999.

### **1.1.2 Schedule Type**

All schedules shall be a computer generated, Critical Path Method (CPM) network utilizing the precedence diagram method of scheduling.

The Authority may request linear schedules in addition to CPM schedules.

### **1.1.3 Software**

The software utilized to generate the CPM schedule shall be Primavera P6, Version 8.2, or as otherwise specified by the Authority. The Contractor shall purchase and maintain a valid software maintenance agreement for each license of software necessary to produce the project schedules. The Contractor shall not upgrade to a new version of the scheduling software unless previously approved in writing by the Authority.

### **1.1.4 Use of Float**

Total Float (TF) for an activity shall be defined as the number of days from the Early Finish Date (EF) to the Late Finish date (LF) of the activity. When the LF is later than the EF, the Total Float shall be positive. When the LF and the EF are the same, the Total Float shall be zero. When the LF is earlier than the EF, the Total Float shall be negative. Unless otherwise specified, all references to "float" shall mean "Total Float." Total Float shall be calculated relative to the Substantial Completion Deadline. Float and Late Date calculations versus any interim milestone date shall be so described, and expressed together with the float calculation relative to the Substantial Completion Deadline.

The Critical Path is defined as the longest continuous series of activities through the network to the Substantial Completion Deadline. Extensions of the Completion Deadlines may be granted in accordance with the terms in the Contract only to the extent that the activity or activities affected impact the Substantial Completion Deadline. Float is not for the exclusive use or benefit of either the Authority or the Contractor, but is an expiring resource available to all parties, acting in good faith, as needed to meet the Substantial Completion Deadline.

As float is an expiring resource, if the Work is delayed on the Critical Path due to a delay caused by the Authority, the Contractor may not use any float created by such delay on any



other path without the written approval of the Authority. Use of such float on any parallel path without the approval of the Authority shall be construed as a concurrent delay to any delay caused by the Authority. Approval for use of float must be in writing and in advance of its use in order for the Authority to evaluate the option of maintaining non-critical paths, while recovering time to a Completion Deadline.

## **2 Baseline Schedule Preparation and Submittal**

In achieving an approved Baseline Schedule there will be no adjustment in the Contract Price. In general the Baseline Schedule shall demonstrate a complete understanding of the Scope of Work, inclusive of all phasing and sequencing considerations and shall include, but not be limited to:

- The order in which the Contractor intends to prosecute the Work, outlining the intended flow of Work, including design, procurement, and construction, as well as the updated submittal schedule, samples, intended maintenance of traffic, pollution control measures, utility interfaces, right-of-way, and other information as required by the Contract;
- All relevant work constraints to performing the Work including, but not limited to, right-of-way access constraints, accommodation of utility relocations, permitting restrictions, and environmental/seasonal constraints;
- The dates on which the Contractor plans to start and complete various Work stages, operations, and principal items of Work, including procurement of materials and plant;
- And interfaces with other entities such as Utility Owners, Third Parties and other stakeholders;
- The schedule shall include all major submittals to the Authority; and
- The payment milestones and detailed scope definitions.

For scheduling purposes, payment milestones shall be defined as one day activities.

### **2.1 Completion, Timeliness and Review of Submittals**

To promote the efficient use of Contractor and Authority scheduling resources, the submittal requirements have been phased. Part of the Authority's review of the proposed Baseline Schedule will be a concurrent and repetitive process with the Contractor's preparation of the Baseline Schedule. The Contractor shall complete and submit portions of the Baseline Schedule in accordance with the submittal deadlines contained in Table 1. For the determination of submittal deadline dates, the date of NTP shall be working day No. 1.

Baseline Schedule submittals will be reviewed for general conformity with the Contract. Each submittal required by this section shall reflect the incorporation of all of the Authority's comments on the Baseline Schedule to date. With each submittal, the Contractor shall



provide a written explanation of its response to each of the Authority's comments to date. Such written explanations are critical for the Authority to conduct timely, efficient reviews of the submittals.

The Authority review periods specified in this section are based upon the timely receipt of information from the Contractor in accordance with all of the requirements of this section. Failure of the Contractor to provide complete, timely Baseline Schedule submittals as specified and in the sequence and time frames, as specified below, may result in delays or extensions to the Authority review periods. Baseline Schedule Submittals may be rejected for incompleteness or failure to meet the specification requirements and re-submittal will be required. The Authority will not be obligated to accelerate its review to compensate for the Contractor's failure to meet submittal requirements or deadlines. The Contractor may submit information earlier than required in the Baseline Schedule Submittal Schedule in Table 1, however, the Authority will not be obligated to complete its review of that information any earlier than the deadline specified for its review.

Activity codes are essential to the Authority's review for accessing the information contained in the Baseline Schedule. If the values of any activity code are incorrectly assigned to more than one percent (1%) of all activities in each Baseline Schedule submittal or more than fifty (50) activities, whichever is greater, the Authority may be unable to conduct timely or meaningful reviews and the submittal shall be returned, at the Authority's discretion, for correction and re-submittal.

## **2.2 Weekly Meetings**

The Contractor shall meet, at a minimum, once each week with the Authority and its representatives, until the proposed Baseline Schedule is approved, to discuss the preparation of the Baseline Schedule and the administration of the project schedules. Members of the Contractor's project management staff, and/or, sub-contractors and suppliers shall be present at the Contractor's discretion or when requested by the Authority.

## **2.3 Preliminary Baseline Schedule Information**

At each weekly meeting, if requested by the Authority, the Contractor shall provide an electronic data file containing the Baseline Schedule in its current state. These schedule files will be for informational purposes only.

## **2.4 Baseline Schedule Submittal**

In the course of developing the Baseline Schedule, the Contractor shall submit the following scopes of work for Authority review in accordance with the following schedule:



**Table 1: Baseline Schedule Submittal Schedule**

Step	DESCRIPTION	SUBMITTAL DEADLINE (working days after NTP)	AUTHORITY REVIEW PERIOD (working days after Contractor Submittal)
1	Schedule Framework and initial proposed payment milestones	10	5
2	Schedule Framework Re-submittal	20	5
3	CPM Logic with coding and Narrative Submittal and Project Schedule Administration Plan	35	10
4	Activity Resource Loading and Cost Loading (inclusive of payment milestones)	60	20
5	Logic, Narrative, Resource and Cost Re-submittal	85	5
6	Baseline Schedule Submittal	95	10
7	Corrected Baseline Schedule Submittal	115	15

#### 2.4.1 Schedule Framework Submittal (Step 1)

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall submit the Schedule Framework Submittal, which shall include the following components:

- Activity Codes - All Contractor defined activity code values with identification of those required to meet the Authority's reporting requirements (i.e., WBS).
- Calendars – The Contractor shall use Calendar No. 1 as detailed in Section 3.5.
- Submittal List - All submittals required by the Contract.
- Initial proposed payment milestones per the Interim Schedule

#### 2.4.2 Schedule Framework Re-submittal (Step 2)

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall resubmit the updated and corrected Framework Submittal with the addition of:

- **Resource Definitions** - Labor resources, work types, incorporating all Authority comments to date.

#### 2.4.3 CPM Logic and Narrative Submittal (Step 3)

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall complete the CPM logic submittal including all activities and CPM logic representing all work required by the Contract and in accordance to this specification. The CPM logic submittal shall include the coding for each activity. The CPM logic submittal shall include the following:

- Narrative Report
- Electronic Schedule Files
- Project Schedule Administration Plan see Section 7



#### **2.4.4 Activity Resource and Cost Loading of Submittal (Step 4)**

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall complete the resource loading of all major construction activities in the schedule. The Contractor shall also complete the cost loading of all payment milestones. The resource and cost loading submittal shall include the following:

- Electronic schedule file
- Activity Budget Report
- Identification and explanation of all logic changes since the logic submittal
- The cost loaded payment milestones with milestone scope definitions and coded to the Authority-provided WBS
- Labor man hours loaded to the entire schedule for all the Work
- Activities representing provisional sums and Hazmat allowances

This step will involve the discussions to agree the payment milestones and is likely to require workshops with the Contractor and Authority to achieve this submittal.

#### **2.4.5 CPM Logic, Narrative, Resource and Cost Re-submittal (Step 5)**

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall complete the CPM logic re-submittal including all activities and CPM logic representing all Work required by the Contract. The CPM logic re-submittal shall meet all of the requirements and include the following:

- Narrative Report
- Electronic schedule files
- Identification and explanation of all CPM logic, resource, and cost changes, since the resource and cost loading submittal

#### **2.4.6 Baseline Schedule Submittal (Step 6)**

No later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall complete the Baseline Schedule submittal representing all Work required by the Contract. The Baseline Schedule submittal shall include three (3) copies of the following:

- Narrative Report including a materials and an equipment resource report
- Electronic schedule files
- Activity Budget Report – a report detailing all costs loaded to the schedule per cost accounts
- Labor Resource Report – a report detailing all resources assigned throughout the schedule
- Predecessor / Successor Report – a report detailing each activity's list of predecessors and successors
- Payment Milestone Report – a report detailing all payment milestones for the project with milestone scope definitions and coded to the Authority-provided WBS



- Submittal Report – a report detailing all submittal, review and approval activities contained in the schedule per detail in Section 3.10
- Organizational Chart / Staffing Plan – inclusive of details for sub-contractors
- Cumulative and monthly total project cost curves, reflecting the total contract amount. Similar curves shall also be furnished for each FRA Category/Subcategory.
- Cumulative and monthly resource curves.
- Planned production curves by craft for individual sections and the entire Project.
- Network Plots depicting CPM logic of the Critical Path and near critical paths in the project and the CPM logic for individual project segments.

#### **2.4.7 Corrected Baseline Submittal (Step 7)**

In the event that the Baseline Schedule submittal is not approved, no later than the deadline specified in the Baseline Schedule Submittal Schedule, the Contractor shall complete the corrected Baseline Schedule. The Contractor shall correct this Baseline Schedule submittal by incorporating all of the Authority's comments on the initial Baseline Schedule submittal. No additional changes shall be made. The corrected Baseline Schedule submittal shall be revised and resubmitted until receipt of Authority approval without qualification. The Authority will provide guidance on schedule name designation to be used until the unqualified approval of the Baseline Schedule is reached.

### **3 Schedule Requirements**

For the purpose of enabling both the Authority and the Contractor to readily evaluate the project schedules, including derived data and reports, the project schedules shall be administered in accordance with the following requirements.

#### **3.1 Autocost Rules**

Autocost Rules shall have the following settings unless alternative settings are approved in writing by the Authority:

- Rule No. 1: Remaining Duration and Scheduled Percent Complete shall NOT be linked
- Rule No. 2: Unfreeze Resource Units per Time Period
- Rule No. 3: Subtract Actual from Estimate at completion
- Rule No. 4: Turn off allow negative ETC
- Rule No. 5: When Quantities Change, Use Current Unit Prices to Re-compute Costs of Budget, Actual to Date, or Estimate to Complete.
- Rule No. 6: Use the Update Percent Complete against Budget to Estimate the Actual quantity and Cost to Date.
- Rule No. 7: Link Budget and EAC for Non-Progressed Activities
- Rule No. 8: Calculate Variance as Budget – EAC
- Rule No. 9: Do not perform these calculations during each schedule computation.
- Rule No. 10: Apply these rules when moving from one resource to another



### 3.2 Schedule Calculation Options

Schedule calculation options shall have the following settings:

- Turn off automatic scheduling and leveling
- When scheduling activities, apply retained logic.
- Calculate the start-to-start lag from Early Start.
- Schedule durations as: contiguous.
- Show open ends as: non-critical.
- Calculate Total Float as: finish float.
- Summary calculations shall use Calendar No. 1 and the weighting factor for determining percent complete shall be duration.
- Set the auto-inserting option on automatic with a minimum increment of ten (10).
- Initially set critical activities using defined critical as: Total Float less than one (1). This option may be changed at the direction of the Authority.
- Set language for output as; U.S. English

### 3.3 Activity Data

**Activity Identification** - Each activity in the project schedules shall have an activity identifier (Activity ID). The Contractor shall utilize an Activity ID that is simple and allows space between existing activities for the future addition of activities for continuing sort and display capability. The Activity ID of an existing activity shall not be modified or assigned to another activity. The scope of work for an activity shall not be substantially changed once the Baseline Schedule is approved since this would result in re-use of the Activity ID for a different scope of work.

**Activity Description** - The activity description shall identify the scope of the activity. There shall not be any two activities with the same activity description. It shall not be necessary to investigate activity code assignments or logic relationships to identify the scope of an activity. For example, the description "POUR FOOTING" will not be acceptable; the description "POUR FOOTING RAMP RT-Sta. 42+00-42+50 will be acceptable. The terms "Miscellaneous," "Misc." or other vague adjectives shall not be used in an activity description. The Contractor shall standardize the use of terms and their spelling in all activity descriptions. Abbreviations used in activity descriptions shall be consistent with the abbreviations used throughout the Contract and the Contractor's design drawings.

Each activity description shall be left justified. Activity descriptions in the Baseline Schedule shall use only upper case letters. When an activity is added to the project schedules after approval of the Original Baseline Schedule, the activity description shall use lower case letters. Activity descriptions shall not be modified, except at the direction or with the consent of the Authority.

**Activity Duration** – Unless otherwise specified the majority of construction activities shall have duration from five (5) to thirty (30) working days, based on a five (5) day work week.



The Contractor shall minimize activities having duration less than five working days (a short duration) or greater than thirty working days (a long duration). At the request of the Authority, the Contractor shall substantiate the need for specific activities having shorter or longer durations than stated herein. If the Contractor fails to substantiate this need, then the Contractor shall modify activity durations and the corresponding work scope of the activities to the satisfaction of the Authority. After approval of the Baseline Schedule, changes in activity durations shall be addressed exclusively through the use of the Duration Remaining data field.

**Activity Type** - The implementation of scheduling software features that may impact schedule calculations shall be in accordance with the software manufacturer's recommendations unless otherwise directed by the Authority. For example, P6 has the default activity type of "task."

**Activity Dates** - Early and Late start and finish dates of activities shall be calculated for each activity based upon the schedule Data Date, actual dates, schedule logic, schedule constraints, calendars, and original duration or remaining duration, in accordance with the scheduling parameters defined in this specification.

**Activity Predecessors and Successors** - Every activity shall have logically assigned predecessors and successors in conformance with the requirements of this section. The logical predecessors for each activity will be limited to those activities whose scope of work necessarily must be completed in order to perform the current activity. Unless otherwise specified, Notice To Proceed shall be the only activity in the project schedules without a predecessor. Unless otherwise specified, Final Acceptance Deadline shall be the only activity in the project schedules without a successor.

**Activity Constraints** - Activity Constraints can affect activity float calculations and shall not be used unless accepted by the Authority. Unless otherwise authorized by the Authority, constraint types shall be limited to Start-No-Earlier-Than, and Finish-No-Later-Than. The imposition of a date constraint on any activity other than the Completion Deadlines will only be permitted when the Contractor substantiates the need for the constraint to the satisfaction of the Authority. All date constraints shall be reviewed and corrected as part of the monthly update procedure, which includes review during the joint monthly update meeting. In addition, date constraints shall not be applied to payment milestones represented in the CPM schedule.

**Resource Loading** - As detailed more fully below the Contractor will resource load activities for itself and sub-contractors to include labor hours.

**Activity Percent Complete** - Activity remaining durations and percent complete shall be entered in the project schedules by the Contractor as appropriate to indicate activity progress and status as of the current Data Date for the update.



### **3.4 Activity Codes**

The project schedules shall contain activity code classifications and code values. The coding shall also incorporate the appropriate Authority provided WBS data elements to allow reporting by any individual element or a combination thereof. These WBS codes shall be the first codes defined for the activities, followed by any other codes, and shall use the values in the WBS to be provided by the Authority. The Contractor may add additional codes to satisfy its own requirements.

In addition to the Authority's WBS codes the Contractor shall propose a coding structure for the Authority's review and acceptance. The activity code structure combined with the activity identification number shall provide the capability to organize information by location, road or ramp, structure, work type, subcontractor, discipline, etc., as deemed necessary by the Authority.

### **3.5 Activity Calendar**

The planning unit for the Work shall be working days. Calendar No. 1 shall be a 5-day workweek, Monday through Friday.

Shifts and shift hours shall be discussed in the narrative with each project schedule submittal.

### **3.6 Resource Loading**

All project schedules shall be resource loaded with labor man hours for both the Contractor and all of its sub-contractors.

### **3.7 Cost Loading**

The project schedules shall be cost loaded. Cost loading of the CPM schedule shall be effected by representing the payment milestones in the schedule. Each of the payment milestones shall be logically tied to the activities which must be completed as a pre-requisite to the payment milestone being considered complete. Each payment milestone will be cost loaded with the approved corresponding payment milestone amount. The payment milestone cost will be further broken down into components using the cost code to reflect the appropriate Authority provided WBS codes.

Change Orders will be represented in the schedule with new activities and the associated cost of the Change Order with new payment milestones if applicable.

### **3.8 CPM Logic**

The Contractor shall be responsible for developing the CPM logic of the Baseline Schedule and for updating that CPM logic each month to accurately reflect the progress of the Work to-date and the Contractor's current plan for the timely completion of the Work.



- **Activity Relationships** - The schedule CPM logic for each activity shall be constructed in conformance with the following requirements:
  - **Determine predecessors** - Activities that must be completed before the activity can start.
  - **Determine parallel activities** - Activities that can occur concurrently with the activity.
  - **Determine successors** - Activities that cannot start until the activity is complete

Determine the impact of all resource limitations on activity sequencing, activity durations and activity dates.

All paths through the project schedules shall proceed in the direction representing the progression of time. Activity lag durations shall not have a negative value. Activity lags shall not be used in lieu of activities. Redundant ties to preceding activities in a sequential series of activities will not be permitted. For example, if activity C is the successor in a Finish-Start relationship to activity B, and activity B is the successor in a Finish-Start relationship to activity A, then activity A shall not have a redundant Finish-Start relationship to activity C. A tie representing a different constraint will not be considered redundant. For example, a logic tie showing that the completion of the work scope of a predecessor is required before the successor can start is different from a logic tie representing a resource limitation and will not be considered redundant.

The payment milestones in the CPM schedule shall not be open ends. They will be tied to logical predecessor activities and shall be tied to an administrative activity or milestone such as contract close-out as a successor.

### **3.9 Narratives**

#### **3.9.1 Baseline Schedule Narrative**

The Baseline Schedule narrative shall demonstrate a feasible approach to achieving or improving the planned schedule and contains the following information:

- Identification of the Data Date and schedule file name.
- A description of the planned flow of work, identifying all key or driving resources. Identify key constraints and potential problems influencing the Contractor's approach to the work. Describe all construction interfaces with existing plant operations and with third parties at the Project site. Also identify temporary Contractor plants, facilities or fixed equipment that the Contractor or subcontractor plan to use within the right-of-way. Include in this discussion the length of time the plant is to be used, any planned moves, and any potential conflicts that could arise, if the plan is not adhered to.
- A summary of planned labor utilization for the Contract, identifying the average and maximum number of workers on site each month based on the resource loaded project schedules. Identify actual and potential labor resource limitations.



- A summary of planned equipment utilization for the Contract, identifying each type of operated equipment to be used on the Work, the planned quantity of each type of operated equipment utilized each month, and the criteria for mobilizing and demobilizing each piece of equipment to and from the site. Identify actual and potential equipment resource limitations.
- An explanation of how adverse weather conditions have been addressed in the Baseline Schedule. Identify all activities, if any, that contain contingency days for adverse weather conditions and the duration of such contingency included for each.
- The narrative shall address the Contractor's material procurement plan and identify the strategy for any long lead item(s). There shall be no fabrication and delivery activities for concrete and asphalt concrete. Fabrication and delivery activities for short lead-time items shall not be included in the project schedules "Short lead-time" shall be defined as a period of two weeks or less from placement of order to delivery of material to the Project site.

### **3.9.2 Schedule Update Narrative**

The Schedule Update narrative shall contain the following information:

- Identification of the update period, the Data Date, and the schedule file name.
- Identification of activities with critical or near critical float (within fourteen (14) Days of the Critical Path) that were planned to occur during the update period, of which did not occur or occurred later than the scheduled Late Start or Late Finish date, and an explanation of these delays. Provide a listing of all activities which have overrun their planned duration by more than twenty (20) percent and any justification for maintaining original planned durations for future activities of like Work.
- Identification of delays occurring to activities taking place off the Project site, e.g., submittal preparation, fabrication, and delivery activities.
- A summary of planned labor utilization for the Contract, identifying the average and maximum number of workers on site each month. Identify actual and potential labor resource limitations. A summary of the actual labor utilization used over the past month.
- A summary of planned equipment utilization for the Project, identifying each type of operated equipment to be used on the Work, the planned quantity of each type of operated equipment utilized each month, and all changes to the criteria for mobilizing and demobilizing each piece of equipment to and from the Project site. Identify actual and potential equipment resource problems. A summary of the actual equipment utilized over the past month.
- Revisions to logic or duration(s) by the Contractor to effectively use labor and resources which have no adverse effect on Completion Deadlines or Contract Price shall be detailed in the update. These revisions shall contain the following information:
  - Identification of the activities changed.
  - A description of the scope of the logic change and identification of the advantages and disadvantages of implementing the change.
  - Identification of all driving resources, if any.



- Identification of key constraints influencing the Contractor's approach to the Work.

### 3.10 Required Submittal and Delivery Activities

#### 3.10.1 Submittal List

The Contractor shall submit a list of all submittals required by the Contract.

The submittal list shall conform to the following format or any other format approved by the Authority:

**Table 2: Submittal List Format**

SUBMITTAL LIST		
SUBMITTAL REFERENCE NUMBER	DESCRIPTION OF SUBMITTAL	ACTIVITY ID

Each submittal included in the Authority accepted submittal list shall be represented in the project schedules by submittal activities. Descriptions in the submittal list shall correspond to activity descriptions in the project schedules and shall be of sufficient detail to identify the unique scope of the submittal. Whenever possible, like items shall be combined in a single submittal. Additional submittals shall be added to the submittal list and project schedules as required.

#### 3.10.2 Submittal Activities

Submittal activities shall be included in the project schedules in a manner consistent with the level of detail shown below:

**Table 3: Submittal Activity Detail**

ACTIVITY	ABBREVIATION IN ACTIVITY DESCRIPTION
Prepare and Submit (Material or Equipment or Test Results)	P/S
Review and Approve (Material or Equipment or Test Results)	R/A
Revise and Re-submit	R/R
Fabricate and Deliver (Material or Equipment)	F/D or FAB or DEL

The Contractor shall define additional submittal activities not shown in the above table when necessary to accurately represent a required submittal. Each re-submittal and the corresponding Authority review period shall be represented by separate activities in the project schedules.

#### 3.10.3 Submittals with Multiple Activities

When multiple items are included in a single submittal, that submittal shall be represented in the schedule by an activity in accordance with the following conditions:

- The "Review and Approve" activity for that submittal shall be a predecessor to every activity representing the fabrication and delivery of any of the materials submitted.



- If the submittal is returned and the disposition is sufficient to enable the commencement of a successor activity, then the original submittal activity shall be broken down into multiple activities, as necessary to accurately reflect the logic of the Contractor's current plan.
- As part of the monthly update procedure, submittal activities shall be reviewed and modified to ensure that the scope and logic of the activities are consistent with the Contractor's current plan.

#### **3.10.4 Delivery Activities**

Activities representing the delivery of materials or equipment for more than one installation activity will be permitted in accordance with the following conditions:

- The material delivery activity shall be a predecessor to the first activity representing the installation of that material in each area.
- When partial deliveries are received and those deliveries are adequate to enable the commencement of some, but not all, successor activities, then the original delivery activity shall be broken down into multiple activities, as necessary to accurately reflect the logic of the Contractor's current plan.
- As part of the monthly update procedure and during the Joint Update Schedule Meeting, a discussion of delivery activities shall be reviewed and modified to ensure that the scope and logic of delivery activities are consistent with the Contractor's current plan.
- There shall be no fabrication and delivery activities for concrete and asphalt concrete. Fabrication and delivery activities for short lead-time items shall not be included in the project schedules "Short-lead time" shall be defined as a period of two weeks or less from placement of order to delivery of material to the Project site.

#### **3.11 Timely Completion**

Unless otherwise specified, timely completion shall refer to completion on or before a date that supports the Completion Deadlines.

#### **3.12 Resource Distribution**

The Contractor may elect to use nonlinear resource distribution curves. The Contractor may elect to use resource lags and resource durations. If the Contractor does utilize this resource option the use shall be explained in its Baseline Schedule narrative and any other narrative that changes the Baseline Schedule resource assumptions.

#### **3.13 Use of Constraints or Float Suppression Techniques**

Any use of Early Start constraints within the schedule shall be documented in the activity notebook and discussed within the schedule narrative. The only instance where a Late Finish constraint may be used is for the Substantial Completion Deadline. Any other use of constraints is prohibited. This includes the following: Zero Free Float, Start on, Expected



Finish, Mandatory Start or Finish. The use of negative lags or the use of any other float suppression techniques is also prohibited from use in project schedules.

### **3.14 Resource Leveling**

In schedule submittals to the Authority the Contractor shall not use manpower or equipment restraints to optimize and level manpower and equipment requirements.

### **3.15 Default Progress Data**

This type of updating is not allowed. Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software systems. The Contractor is to insure that progress is based on a current estimate of remaining duration to complete the Work and not the activity's percent complete which calculates the remaining duration based on the original estimated duration.

### **3.16 Out-of-Sequence Logic**

The Contractor shall correct all incorrect logic relationships in the schedule update to eliminate any out-of-sequence logic. The Contractor shall make all changes in the logic or other adjustments found to be incorrect by the Authority.

### **3.17 Electronic Schedule Naming and Formatting**

The Authority will provide guidance on schedule name designation to be used. The Contractor shall not submit any two schedules with the same file name.

#### **3.17.1 Electronic Project Schedule Files**

Each electronic file submission shall be on electronic storage media and shall be labeled identifying the Contract number, the submittal letter number and date, the name of the schedule file, the media number and the total number of electronic media for the submittal (e.g., "CD 2 of 4").

## **4 Schedule Progress Updates and Progress Schedule Submittals**

The Contractor shall update the Current Baseline Schedule on a monthly basis. This shall not constitute a modification of the Current Baseline Schedule. The purpose of Schedule Progress Updates shall be to accurately document the progress of the Work to-date and to correct the schedule to accurately reflect the Contractor's current plan for the timely completion of the Work. Schedule Progress Updates shall be used to record progress for payment purposes and make minor adjustments to reflect how the Work is being performed or as otherwise directed by the Authority.

Schedule Progress Updates and progress schedule submittals shall never be used as the basis for any adjustment in the Completion Deadlines regardless of any acceptance by the



Authority. Any acceptance of the Schedule Progress Update or the progress schedule submittal by the Authority, either expressed or implied, shall only apply to the issue of progress and not to any issue of acceptability or accuracy of the Schedule Progress Update or the progress schedule submittal for use as a basis for measuring adjustments in Completion Deadlines. The schedule update submittal shall be due with Contractor's invoice for payment, and shall be a prerequisite to payment by the Authority.

#### **4.1 Monthly Schedule Progress Update Period**

A monthly Schedule Progress Update of the Current Baseline Schedule shall be submitted for each calendar month from the date of the NTP through the date of Final Acceptance. The Data Date of each monthly Schedule Progress Update shall be the first calendar day of the following month, meaning that the progress of the Work to date shall be documented through the last day of the month.

#### **4.2 Monthly Schedule Progress Update Data**

A joint monthly update meeting shall be scheduled in the last week of the month. The purpose of this meeting is to review and discuss the contents of the forthcoming Schedule Progress Update submittal. Monthly Schedule Progress Update data shall be submitted within the first week of the month following the update period. The Authority review period for the monthly Schedule Progress Update data submittal is ten (10) working days. The Schedule Progress Update data submittal shall consist of the following submittal components:

- A schedule narrative consistent with Section 3.9.2 above;
- Electronic files with record schedule incorporating all submitted Schedule Update Data (UXXX);
- An activity cost report listing all payment milestones submitted for payment for the current period;
- An activity cost report listing all payment milestones submitted for payment to date;
- An activity cost report listing total Contract Price sorted by payment milestone;
- All required documentation required under the Contract in support of the invoice;
- A comparison report showing all changes made to the schedule since the last Schedule Update;
- Production curves showing the approved baseline production (planned) values and the actual production values;
- Should any Work be conducted on a time and materials basis then this update shall contain all necessary data to record progress; and
- Single level of effort activities representing Work conducted against each provisional sums and allowance

In the event of discrepancies between the submitted data and Authority's records of progress, the Authority's records shall govern. The Authority's decision shall be final



regarding all Schedule Progress Update data. The submittal of incomplete, illegible, or unchecked data or of reports that do not conform to the requirements of this specification may result in the rejection of Schedule Progress Update data, and as such will require a revision and re-submittal.

**ACCEPTANCE BY THE AUTHORITY OF THE CONTRACTOR'S SCHEDULE PROGRESS UPDATE IS A CONDITION PRECEDENT FOR PAYMENT TO BE INITIATED.** Acceptance of the Schedule Progress Update shall not relieve the Contractor of its obligation to make appropriate corrections to all of the project schedules.

The Authority shall not be liable for delays to the Contractor's Work that occur during a time when the Contractor has failed to provide a Schedule Progress Update in accordance with the requirements of the Contract, when having the Schedule Progress Update at the specified time could have influenced the Authority's decisions or actions.

The Schedule Progress Update submittal shall reflect updated progress to the Data Date, forecasted finish for in-progress activities, and re-forecasted Early Dates and Late Dates for remaining activities. The Contractor shall submit any changes in activity durations, logic ties or constraints for review and acceptance by the Authority prior to inclusion of the change into the current Schedule Progress Update. The Authority may also submit changes to the Contractor for inclusion in the current Schedule Progress Update. These changes should be forwarded to the Contractor for review prior to the joint monthly update meeting for discussion in that meeting.

### **4.3 Weekly Schedule Coordination Meetings**

The Contractor shall meet with the Authority on a weekly basis to coordinate scheduling activities.

### **4.4 Progress Delays**

The Contractor shall identify and promptly report to the Authority all schedule and progress delays during the prosecution of the Work. The Contractor shall promptly take appropriate action to develop a schedule recovery or mitigation plan whenever the Contractor's actual physical progress is behind schedule when compared to the Current Baseline Schedule, or within ten (10) days of a written request by the Authority. At a minimum, the Contractor shall submit a schedule recovery or mitigation plan in the form of a Proposal Schedule, whenever the project schedule becomes thirty (30) or more Days late to Substantial Completion. The submission of the recovery or mitigation plan shall be at no cost to the Authority and shall be submitted within thirty (30) calendar days of the submittal of the Schedule Progress Update that indicates the Project is thirty (30) or more Days late or the Authority's request. Failure to submit such a recovery plan within the stated time frame shall provide a basis for future withholdings for payment, either in whole, or in part, by the Authority.



## 5 Revised Baseline Schedules

Any proposed changes and/or revisions to the Current Baseline Schedule approved by the Authority pursuant to its review of a Change Order Proposal submitted by the Contractor shall be incorporated into the Current Baseline Schedule and submitted as a Revised Baseline Schedule Submittal. A Revised Baseline Schedule Submittal shall be due with the invoice for payment following the Authority's approval of the changes and/or revisions, as submitted in a Change Order Proposal. The Revised Baseline Schedule shall include a cost distribution for added Work and will be submitted for review and approval by the Authority.

Revised Baseline Schedule Submittals shall include a comprehensive listing of all activities added to or deleted from the Current Baseline Schedule as well as a complete listing of all logic and activity relationship changes which have been made. All changes in the schedule must be fully described in an accompanying narrative. No Revised Baseline Schedule Submittal will be approved unless it satisfies the following:

- Any out-of-sequenced logic is corrected or explained to the satisfaction of the Authority;
- Start and Finish dates are verified for accuracy; and
- The schedule accurately reflects the Contractor's plan for completing the remaining Work.

Once a Revised Baseline Schedule Submittal is approved by the Authority it shall become the Current Baseline Schedule of record (and be used for subsequent Schedule Progress Update Submittals), and shall be referred to by its revision number.

Except as otherwise designated by Change Order, no Revised Baseline Schedule that extends performance beyond a Completion Deadline shall qualify as a Current Baseline Schedule, or schedule of record, allowing it to be used to demonstrate entitlement to an extension in a Completion Deadline. In no case shall a Schedule Progress Update be construed as a Revised Baseline Schedule or schedule of record unless it is specifically submitted and approved as such by the Authority pursuant to this section.

## 6 Short Term Schedule

Short Term Schedules shall be submitted by the Contractor upon request from the Authority and shall be provided for within the Contract Price. The Short Term Schedules are day-to-day work plans covering a ninety (90) day period unless a different time frame is requested by the Authority. The Contractor shall provide the Short Term Schedule, electronically produced, in bar chart format, that details the daily work activities, including multiple shift work that the Contractor intends to conduct. The daily activities shall correspond to the Current Baseline Schedule activities but shall be at a greater level of detail. The Contractor shall be prepared to discuss the Short Term Schedules, in detail, with the Authority to coordinate field inspection staff requirements, schedule of Work affecting any abutting and corresponding work with affected utilities.



## **7 Project Schedule Program Administration Plan**

No later than working day thirty-five (35) of the Baseline Schedule preparation period, the Contractor shall submit a Project Schedule Program Administration Plan, which shall explain how the Contractor intends to meet the scheduling requirements of the Contract. The Project Schedule Administration Plan submittal shall consist of a narrative explaining the Contractor's plan for providing a project schedule Program consistent with the requirements of the Contract. At a minimum the narrative shall address the following:

- The Schedule Progress Update requirements, the Revised Baseline Schedule requirements, and the preparation of requests for time extensions including the following:
  - Data input into the project schedules.
  - Verification that the project schedules accurately represent the progress of the Work to date.
  - Verification that the project schedules accurately represent the Contractor's current plan for the timely completion of the Work.
  - Preparation of schedule submittals.
  - Internal quality control of schedule submittals prior to submission to the Authority.
- The Project Schedule Administration Plan shall identify all personnel who will administer the project schedules. The plan shall include an organizational chart indicating the flow of communication and lines of authority for ensuring the project schedules are administered in accordance with the requirements of the Contract.
- The purpose of the Project Schedule Administration Plan is the use of a joint scheduling meeting between the Contractor and the Authority. The purpose of this meeting is to agree on actual start and finish dates, actual progress on activities and remaining duration of these in-progress activities.
- The review of submitted subnets from both the Contractor and the Authority, which if agreed to shall be placed into the current update schedule. Review of productivity trending charts, along with discussion as to the effect the trending has on the Work and whether duration adjustments are warranted.

The Authority review period for the Project Schedule Administration Plan is five (5) working days from receipt of the plan by the Authority. The Authority's acceptance of the Contractor's Project Schedule Administration Plan shall be a condition precedent to acceptance of the Baseline Schedule by the Authority.

## **8 Review and Acceptance of Project Schedule Submittals**

Failure to meet any of the following conditions shall result in the non-acceptance of the schedule submittal:



- The project budgeted cost shall equal the Contract Price.
- The schedule submittal shall show the timely completion of each activity, as well as, reflect all contractual access requirements and limitations of operations specified.
- All activity relationships and date constraints shall comply with the requirements of the Contract Documents.
- The Submittal shall be complete in accordance with the requirements of this Specification.

If the schedule submittal is returned to the Contractor with comments: The submittal shall not be considered accepted until all of the Authority's comments are incorporated into the schedule to the Authority's satisfaction. If the comments are not satisfactorily incorporated into the schedule by the Contractor the submittal shall be deemed unacceptable by the Authority.

It is the Contractor's responsibility to ensure that all project schedule documents are in compliance with the requirements of the Contract. Errors in any project schedule document accepted by the Authority, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the Work, may be identified at any time and once identified, shall be corrected by the Contractor. The Authority is not responsible for any erroneous assumptions or information in any project schedule document, regardless of origin.

During the review of any project schedule document, if any of the following conditions are discovered, the document shall be returned by the Authority without further review for correction and re-submittal:

- The document is incomplete.
- The document does not comply with the specified format.
- A component of the document has not been prepared in accordance with the requirements of this section.
- The quality of the document indicates that the Contractor has failed to perform an internal quality control review prior to submission.
- There is an inconsistency between electronic files and printed material.
- The Contractor has made unauthorized changes to any project schedule document.
- The Contractor has failed to incorporate Authority comments concerning the project schedule document.

The Authority's failure to return a submittal shall not be construed to mean that the submittal is in compliance with the requirements of the Contract. The Authority may, at its discretion, choose to complete a review even though the submittal fails to meet one or more of the conditions for rejection stated herein. The Contractor shall be responsible for all delays due to its failure to submit complete project schedule submittals in accordance with the requirements of the Contract.



The Authority's acceptance of a project schedule document indicates only that the submittal appears to comply with the requirements of the Contract. It is the Contractor's responsibility to ensure that each submittal is in compliance with the requirements of the Contract. Inconsistencies or errors in any project schedule document, including but not limited to activity durations, relationships between activities, resource allocation or other float suppression techniques that do not accurately reflect the Work, may be identified at any time and once identified, shall be immediately corrected by the Contractor.

The Authority shall review schedule submittals for conformance with the requirements of the Contract. Review comments by the Authority may address whether items of Work are omitted, activity durations are reasonable or that the level of labor, materials, and equipment, the means, methods, timing and sequencing of the Work are practicable. The planning, scheduling or execution of the Work and the accuracy of any project schedule shall remain the sole responsibility of the Contractor.

Notwithstanding any review, review comments, approval, acceptance, scheduling assistance or direction to change and/or revise any project schedule by the Authority the project schedules shall at all times be the Contractor's schedule for performing the Work and not be considered as any Authority direction constituting a change. The Contractor shall not be relieved from completing the Work within the Completion Deadlines and from meeting the payment milestone(s) due to the failure of the Contractor to submit acceptable project schedule documents.

## **9 Requirements for Demonstrating Entitlement to an Adjustment in the Contract Time or Obtaining Approval of a Plan to Recover Delay**

### **9.1 Schedule Analysis Requirements**

The Contractor shall develop and submit a time impact analysis and a Proposal Schedule when one or more of the following conditions occur:

- The Contractor's plan for the Work as reflected in the Current Baseline Schedule is materially changed;
- The Authority has approved a Change Order that affects the Critical Path of the Work necessitating an adjustment in a Completion Deadline;
- The Contractor's progress on the Work is behind the Substantial Completion date by thirty (30) Days or more;
- In the Authority's opinion, the Current Baseline Schedule no longer accurately reflects the Contractor's plan for performing the Work;
- The Contractor is required by the Contract or chooses to submit a time impact analysis demonstrating entitlement to an adjustment to a Completion Deadline or to submit a plan demonstrating how the Contractor intends to recover delay; or
- Any allowable change has occurred according to the Contract.



The Contractor shall submit a time impact analysis and a Proposal Schedule within fourteen (14) Days following a request by the Authority or within fourteen (14) days from the written notice, as described in Section 17.3 "Delivery of Notice" in the General Provisions. This required fourteen (14) day period may be extended as necessary subject to the approval of the Authority. The Proposal Schedule shall be developed using duplicate electronic files of the Current Baseline Schedule and shall include all status to reflect current progress using information from agreed to Schedule Progress Updates, but shall not allocate costs to any proposed activities. Multiple delays will be analyzed chronologically in the order of occurrence. Costs may be allocated to activities only when the Change Order Proposal has been approved by the Authority. Under no circumstances shall a time impact analysis based on Schedule Progress Update(s) be acceptable as a basis for an adjustment to a Completion Deadline.

Proposal Schedules shall be used by the Contractor to: (i) request revisions to logic ties and activities in the Current Baseline Schedule, (ii) propose changes in the Current Baseline Schedule required to implement schedule recovery plans, (iii) to negotiate the schedule impact of a Change Order Proposal with the Authority, or (iv) to propose changes for any other reason in the Current Baseline Schedule.

Proposal Schedules shall code affected and added activities to each Change Order Proposal or schedule recovery plan. Furthermore, Proposal Schedules shall accurately reflect all revisions and/or adjustments made to activities, logic ties and restraints that are necessary to reflect the Contractor's current approach for Work remaining. At a minimum, Proposal Schedules shall: (i) incorporate all proposed activities and logic ties required to implement any proposed revisions, (ii) detail all impacts on pre-existing activities and logic ties, and (iii) attach separate time scaled logic diagrams with the proposed and pre-existing activities and logic ties involved in or affected by each Change Order Proposal or other proposed revision, and (iv) a narrative describing the causes of any delay and actions planned to recover schedule to meet Completion Deadlines.

Each Proposal Schedule shall include a subnet demonstrating how the Contractor plans to incorporate a Change Order Proposal or other change and/or revision into the Current Baseline Schedule. A subnet is defined as a sequence of new or revised activities that are proposed to be added to the Current Baseline Schedule.

Notwithstanding any other provision or provisions to the contrary, the Contractor shall have no claim for damages of any kind, or extension or increase to a Completion Deadline, or adjustment of Contract Price, on account of any delay, interruption or suspension of the Work or any portion thereof (herein after collectively referred to as "Delay"), due to whatever cause, unless in addition to all other requirement of the Contract Documents the prerequisites of this Section are strictly complied with.



If the Contractor does not submit a time impact analysis for a specific change order or delay within the specified period of time, the Contractor shall be deemed to have irrevocably waived any rights to additional time and cost.

## **9.2 Mitigation of Delays**

The Contractor shall be responsible to develop mitigation measures for all delays, regardless of responsibility for the delays, and to identify all time and cost impacts to the Work associated with those mitigation measures. Unless circumstances otherwise require, the Contractor shall not pursue mitigation action for which it expects the Authority to be liable, prior to notifying the Authority and receiving Authority authorization to proceed with the mitigation action.

All Contractor proposals for mitigation action, including proposed revisions for timely completion, shall confirm that the Contractor has verified the accuracy of all critical paths to the Substantial Completion Deadline.

Whenever it is possible for the Contractor to mitigate delay without added cost, the Contractor shall do so. The Contractor shall mitigate all delays as efficiently and economically as possible, with the objective of minimizing both the time and cost impact of the delay, regardless of responsibility for the delay. The Authority will not be liable for damages that the Contractor could have avoided by reasonable means, such as prudent scheduling of the Work and judicious handling of forces, equipment, or materials.

