

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PROGRESS SCHEDULE FOR CATEGORY I PROJECTS

April 28, 2008

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

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

I. GENERAL REQUIREMENTS

The Contractor shall plan and schedule the work and shall submit his initial plan in the form of a Baseline Progress Schedule for the Engineer's review and acceptance. Upon acceptance, the Progress Schedule shall become the project Schedule of Record (SOR). The SOR shall be used by the Engineer for planning and coordination of the Department activities, and for evaluation of the Contractor's progress and the effects of time-related related impacts on the project.

Prior to preparing the schedule, the Engineer or the Contractor may request a schedule development planning meeting to discuss any project specific items required for preparation of the progress schedule. The Contractor shall prepare and submit a practicable schedule to reflect a logical progress of the work. The Progress Schedule shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. It shall include all items of work required for coordination and inspection and to show progress of the work including, but not limited to the controlling items of work and other relevant time-based tasks required for timely completion of the work, including as applicable, the work to be performed by sub-contractors, suppliers, the Department, and/or others. When preparing the schedule, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the work.

The Contractor may be required, as determined by the Engineer, to attend a pre-construction scheduling conference. If required, the scheduling conference may be held in conjunction with the pre-construction conference or at a separate meeting called by the Engineer. The Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision. Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall keep the Engineer informed of his planned or contemplated operations on a continuing basis.

II. PROGRESS SCHEDULE SUBMITTAL REQUIREMENTS

Baseline Progress Schedule – The Contractor shall submit to the Engineer his initial progress schedule in the form of a Baseline Progress Schedule at least seven (7) calendar days prior to beginning work. The Baseline Progress Schedule shall include a written Progress Schedule Narrative and a Progress Earnings Schedule. Progress Earnings Schedules will not be required for projects with contract duration of sixty (60) calendar days or less. The Contractor shall submit three (3) sets of the written Progress Schedule Narrative and the Progress Earnings Schedule as defined herein:

1. Progress Schedule Narrative: The Progress Schedule Narrative shall consist of the following written information:

- a) A description of the Contractor's overall plan of operations including the planned procedures and crew(s) required to complete each feature or major operation;
 - b) A Tabular Schedule to establish milestone(s) for completing each phase or stage of work, feature, major traffic switch, and other key milestone dates as specified in the Contract or required to assess progress of the work. The schedule shall also indicate the planned sequence and start/finish dates for each operation, maintenance of traffic (MOT) activities, and other relevant time-based tasks required to complete the work;
 - c) A discussion on the proposed working calendar to indicate the number of working days per week as well as the anticipated number of non-working days per month with considerations for known constraints or restrictions; (i.e. normal weather, traffic, holidays, time of year, utility, etc.);
 - d) A description of any potential issues that may impact the schedule.
2. Progress Earnings Schedule: The Progress Earnings Schedule shall be prepared on the Form C-13C. The Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative percent complete for each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications. The anticipated cumulative percent complete shall be based on the anticipated cumulative progress earnings relative to the total contract value. Total contract value will be considered to mean the original amount of the contract including any authorized adjustments for changes to the work in accordance with, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications. Anticipated payments for Material on Hand in accordance with Section 109.09 of the Specifications or for other adjustments including asphalt, fuel, retainage, liquidated damages, incentives, disincentives, etc., will not be considered in the Progress Earnings Schedule.

Revised Progress Schedule - A Revised Progress Schedule will be required when:

- The Contractor proposes to revise his work plan. (The Contractor may revise his Progress Schedule at any time at his discretion.)
- The Engineer determines the Contractor's work plan or the progress of the work differs or deviates significantly from the SOR. Differs or deviates significantly will be construed to mean major deviations from the SOR that will affect the schedule milestone(s), progress earnings, or project completion.
- The Engineer issues a written request for changes or a directive for changes
- Any of the above conditions impacts or will impact the progress earnings or scheduled dates of any project milestones including project completion

Examples of changes, relative to the above, that will prompt the Engineer to require a Revised Progress schedule include but are not limited to: major deviations from the SOR such as changes to phasing, changes to the general sequence, changes to the proposed method or means, additions or deletions to the work, unanticipated changes deemed beyond the Contractor's control such as those caused by other parties (utilities and railroads) or changes as defined in Section 104 of the Specifications.

When required by the Engineer, the Contractor shall submit the Revised Progress Schedule within ten (10) calendar days of receipt of the Engineer's written request. The Revised Progress Schedule shall be prepared and submitted in the form of a Baseline Progress Schedule; however, it shall reflect the actual progress of accomplished work, including actual dates for completed work or work in progress, any impact of a change, and the proposed plan for completing the remaining work. The Revised Progress Schedule submittal will be reviewed by the Engineer for acceptance as specified herein.

Failure to Furnish Progress Schedules – Work shall not commence until the Contractor submits his complete Baseline Progress Schedule in accordance with the requirements of this special provision, unless otherwise approved in writing by the Engineer.

Delays in work resulting from the Contractor's failure to provide the progress schedule will not be considered just cause for extension of the contract time limit or for additional compensation.

III. REVIEW AND ACCEPTANCE

The Engineer will review all progress schedule submittals within seven (7) calendar days of receipt of the Contractor's complete submittal. The progress schedule submittal shall be considered complete only when all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based on completeness and conformance with the requirements of this provision and the Contract. Such contract requirements may include phasing, sequence of construction, Maintenance of Traffic (MOT), interim milestone(s), or other specified constraints or restrictions.

If the Contractor's progress schedule is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance or incompleteness with a request for resubmission. The Engineer's response will include comments describing the deficiencies prompting the Engineer's decision.

If the Contractor's progress schedule is deemed to be acceptable, the Engineer will issue a written notice of acceptance that may include comments or concerns on the schedule or a request for clarification. When the Engineer's responses include any comments, concerns, or requests for clarification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. Failure on the part of the Contractor to respond to the Engineer may adversely affect the Engineer's ability to completely evaluate the Contractor's schedule.

Upon acceptance, the Progress Schedule will become the Schedule of Record (SOR) and will replace any previous SOR. For the purposes of this Special Provision the SOR is defined as the currently accepted progress schedule by which all schedule references will be made and progress will be compared. The SOR will be basis for evaluating the effects of any time-related changes or impacts on the work.

Review and acceptance by the Engineer will not constitute a waiver of any contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the schedule to the Department. Failure of the Contractor to include in the Progress Schedule any element of work required by contract for timely completion of the project shall not excuse the Contractor from completing the entire scope of work within the contract specified completion milestone(s).

IV. MONITORING THE WORK AND ASSESSING PROGRESS

Monitoring The Work – The Engineer will monitor the work regularly to identify any deviations from the Contractor's scheduled performance relative to the SOR. The Engineer may request a meeting with the Contractor to discuss the Contractor's current progress or to review the approximate date for starting each critical inspection stage during the following thirty (30) calendar days. At least once a week, the Contractor shall advise the Engineer of the approximate timing for anticipated critical stages for the subsequent week. The Engineer shall be advised at least twenty-four (24) hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department inspection.

Progress Evaluation – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the currently accepted Baseline or Revised Progress Schedule. The

Contractor's actual progress may be considered unsatisfactory if any of the following conditions occurs:

1. The actual Total earnings to date percentage for work completed is more than ten (10) percentage points behind the cumulative earnings percentage for work scheduled; or
2. Any interim milestone is later than the scheduled milestone by fourteen (14) calendar days or the projected project completion date is later than the contract completion date by fourteen (14) calendar days or ten (10) percent of the contract duration, whichever is less.

Progress Deficiency and Schedule Slippage – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will encourage the Contractor to meet to specifically and substantially discuss reversing this trend and the steps he is taking to recover satisfactory progress.

When the Contractor's actual progress is deemed to be unsatisfactory as defined by any of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c) of the Specifications, for each month the Contractor's actual progress is determined to be unsatisfactory. When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer may issue a notice to indicate that he will recommend to the State Contract Engineer or State Construction Engineer that the Contractor be temporarily disqualified from bidding on contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the notice to respond. As an example of good faith efforts the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Revised Progress Schedule and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his control. Any schedule revisions resulting from a recovery plan will be reviewed in accordance with Section III, but shall not replace the current SOR.

When the Engineer determines the Contractor's progress is again satisfactory, the five (5) percent retainage previously withheld will be released to the Contractor in accordance with the provisions of Section 109.08 (c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his progress has improved to the extent that the work can be completed within the contract time limit or the project has received final acceptance in accordance with the provisions of Section 108.09 of the Specifications.

V. MEASUREMENT AND PAYMENT

Category I progress schedule submittals including the baseline and any subsequent revisions requested by the Engineer as described herein, will not be measured or paid for separately. All associated costs to prepare, revise, and/or furnish the progress schedules for Category 1 projects in accordance with the requirements herein shall be considered incidental to the work.