



**SPECIAL PROVISIONS
FOR
PROGRESS SCHEDULING**

JOHNSON COUNTY

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NHS-080-6(330)239--11-52
NHS-080-6(333)239--11-52
NHS-080-6(337)239--11-52
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NHS-080-6(393)239--11-52
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**Effective Date
December 8, 2020**

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

150675a.01 GENERAL.

- A.** The Contractor's planning, scheduling and execution of the Work shall be submitted to the Iowa DOT by submission of the Preliminary, Baseline and Contract Schedule information and data specified in this Special Provision. The Work under this Contract shall be planned, scheduled, and reported using Critical Path Method (CPM) scheduling. The scheduling work shall be performed by a Qualified Scheduler.
- B.** No contract work shall begin without a Baseline CPM schedule approved by the Engineer. The Engineer may authorize, at the contractor's request, specific work items to begin prior to the approval of the Baseline Schedule.

- C. Develop and update a computerized CPM Schedule as described. When the term "Schedule" is used in the Special Provisions, it shall mean CPM Schedule.
- D. "Primavera Project Management" (P6), version 8.2, or later shall be used to develop and update the schedule. When the term "Primavera" is used in the Special Provisions, it shall mean "Primavera Project Management" (P6), version 8.2, or later.

150675a.02 DEFINITIONS.

Cost Loading

The allocation of direct and indirect costs to each activity based on Iowa DOT bid items, utilizing the scheduling software's resources and cost accounting unless approved otherwise by the Engineer.

Critical Path

The longest continuous chain of activities in the CPM network from the start of the project to the finish of the project. In general, a delay to an activity on the critical path could extend the scheduled completion date. The critical path shall be identified as the longest path as determined by the scheduling software when the definition of critical activities is set to "Longest Path."

Critical Path Method (CPM)

A network based planning technique using activity durations and the relationships between activities to mathematically calculate a Schedule for the entire project.

Data Date

The day after the date through which a Schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

Float

The difference between the earliest and latest allowable start or finish times for an activity.

Early Dates

The early start dates and early finish dates, i.e., the dates each activity will start and finish if each is started at the earliest end of the range of dates that the CPM Schedule indicates the activities can be performed.

Late Dates

The late start dates and the late finish dates; i.e., the dates each activity will start and finish if each is started at the latest end of the range of dates that the CPM Schedule indicates the activities can be performed and still achieve the milestones and Contract Time.

Milestone

An event activity that has zero duration and is typically used to represent a point in time.

Near Critical Path

A chain of activities with total float exceeding that of the critical path but having no more than 10 days of total float.

Predecessor Activity

An activity which precedes another activity (to which it is logically tied) in the network. Each schedule activity except the project start milestone shall have a logical predecessor.

Successor Activity

An activity which follows another activity (to which it is logically tied) in the network. Each schedule activity except the project completion milestone shall have a logical successor.

Total Float

Number of working days by which a part of the Work in the Progress Schedule may be delayed from its Early Dates without necessarily extending the Contract Time.

150675a.03 GENERAL SCHEDULING REQUIREMENTS.

- A. Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities and retained logic calculations made using the CPM to determine the controlling operation or operations. The Contractor is responsible for assuring that all activity sequences are logical and that each Schedule shows a coordinated plan for complete performance of the work within the contract period.
- B. Schedules shall comply with the staging, phasing, work restrictions, and milestones defined in the contract documents.
- C. Schedules shall be developed with the intent of expeditious completion of the project and continuous flow of operations from project start to project finish.
- D. The Schedules shall be based on work shifts of at least 8 hours per day and a minimum of a 5 day work week except during periods of weather limitations. See M. Project Calendars and Weather Contingency Days.
- E. Schedules shall clearly define and identify significant interaction points and action responsibilities between the Contractor, subcontractor(s), Vendor(s), Iowa DOT and other entities (such as utilities, local governments, railroads, special service districts, adjacent projects or contractors, etc.).
- F. Primavera Schedule Option settings:
 - Set Method of Scheduling to Retained Logic.
 - Calculate start-to-start lag from Early Start.
 - Define critical activities as Longest Path.
 - Compute total float as finish float = late finish – early finish.
 - Set Calendar for scheduling relationship lag to predecessor calendar, unless directed otherwise by the Engineer.
- G. Primavera Project Level settings:
 - All Calendars shall be Project level Calendars; not Global or Resource Calendars.
 - All Activity Codes shall be Project level; not Global or EPS level Activity Codes.
 - The Schedule shall not utilize User Defined Fields unless approved by the Engineer.
 - The Drive activity dates by default box shall be unchecked
- H. Schedules shall have a sufficient number of activities to assure adequate planning of the project, to permit monitoring and evaluation of progress, earned value analysis and to perform analysis of potential impacts to cost and time. Additional activities shall be added at the request of the Engineer.
- I. Schedule activities shall be described in detail so that all of the contracted Work is readily identifiable and the progress on each activity can be readily measured. The Schedule shall include activities to establish a level of detail acceptable to the Engineer. As a minimum, the following attributes shall be uniquely assigned to each activity within the Schedule:
 1. A unique alphanumeric Activity ID shall be assigned to each activity. The proposed Activity ID format shall be submitted to the Engineer for approval.
 2. An Activity Description which clearly describes the Work represented by the activity. Each Activity Description shall indicate its associated scope and or location of work by

including such terms as type or description of work, bridge number, station to station location, side of highway (such as, eastbound or southbound), shoulder, ramp name, pipe number, etc. Activity Descriptions shall utilize a similar and consistent format.

3. The duration of each activity shall include the necessary work days to actually complete the work defined by the activity and shall be based on the quantity of work divided by a reasonable production rate(s):
 - a. A duration in whole days of not less than 1 working day, except for milestone type activities, and
 - b. Not more than 20 working days, except for non-work type activities such as mobilization, settlement durations, or submittal preparation, ~~unless otherwise approved by the Engineer.~~ Durations longer than 20 working days may be used for work activities which do not benefit from being broken down further., however these durations shall be justified in the narrative and shall be approved by the Engineer before being allowed.
 - c. The duration of activities assigned multiple resources shall be evaluated based on the production rate of each resource assignment.
 - d. Activity durations shall not include time for weather contingency.
 4. Early start and early finish dates.
 5. Late start and late finish dates.
 6. Activity Total Float.
 7. At least one predecessor and one successor activity, except for project start and finish milestones.
- J. The Contractor shall use submittal review and revised submittal review periods required by Section 1105 of the Standard Specifications. A review period of 30 calendar days shall be used for all review periods not specifically identified in the specifications.
- K. In addition to the Work required by the contract documents, other cost, time or milestone type activities shall be included in the schedule within the WBS. These types of activities include, but are not limited to:
- Mobilization.
 - Project Milestones and Project Staging, i.e. traffic switches, completion of structures, major roadway elements and phases.
 - Submittal, review, and acceptance activities when applicable, including time periods for the Department's acceptance as specified in Section 1105 of the Standard Specifications.
 - Fabrication, delivery, installation, testing, and similar activities for materials, plants, and equipment.
 - Settlement, surcharge and cure periods.
 - Coordination, notification and relocation of Utilities and other third party work.
 - Notifications to the Engineer for significant events, such as 20 working day notification to the Engineer for impacts to the Iowa DOT ITS system.
 - Installation, erection and removal, and similar activities related to temporary systems or structures such as temporary electrical systems or shoring.
 - Permits.
- L. All activities included in the Schedule shall be categorized within a WBS approved by the Engineer. The following table represents levels 1 through 4 of the WBS and the minimum levels of the WBS that all resource and Schedule information shall rollup to. The Contractor shall provide further detail, to at least level 5, to ensure all work is accounted for by location; structure number, Highway/road/street number and direction, and/or area of work as defined in the contract documents.

<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
1.00	Project Name			
	1.1	Administration and Milestones		
	1.2	Project Management and Mobilization		
	1.3	Procurement and Submittals		
	1.4	Permits		
	1.5	Construction		
		1.5.1	Stage/Phase	
			1.5.1.1	Maintenance of Traffic
			1.5.1.2	Roadway
			1.5.1.3	Ground Improvements
			1.5.1.3	Structures
			1.5.1.4	Utilities
			1.5.1.5	Landscaping
			1.5.1.6	Signing/Striping/Signals and ITS

The Contractor shall fully utilize the WBS shown above and make every effort to enhance this structure. Proposed modifications to the WBS shall be submitted in the above format to the Engineer for review and approval. The WBS shall be assigned consistently and uniformly among all similar activity types. The Engineer may require project specific adjustments to the WBS template may be required.

M. Project Calendars and Weather Contingency Days.

1. Each activity shall be assigned a project specific calendar. Each calendar, except for the 7 day calendar, shall include the minimum reasonable number of non-work days related to normal weather events that prevent work from occurring; weather contingency days shall be shown as non-workdays on the appropriate calendar(s) and shall be documented and justified in the Preliminary and Baseline narrative. Saturdays cannot be used as a weather contingency work day if a 5 day work week is planned, and Sundays cannot be used as a weather contingency work day if a 6 day work week is planned. The estimated number of weather contingency days shall not be the basis for additional time compensation in the event the number of weather contingency days is exceeded. The number of weather contingency days is subject to the Engineers approval.
2. Calendars shall be updated monthly in the scheduling software with actual days worked and days not worked prior to submittal of an updated Schedule.
3. The number of work related calendars shall be minimized to prevent the distortion of total float, however, calendars specific to a particular type of work, such as earthwork, structures, paving, etc. shall be utilized to address seasonal weather limitations based on the type of work. Calendars shall be assigned consistently and uniformly among all similar activities.

N. Schedule submittals shall utilize Project ID and Project Naming conventions approved by the Engineer.

O. Schedules shall not include or utilize negative lag durations, open ended activities, float suppression techniques or date constraints which are not contractual. The Schedule shall not include positive lag durations, unspecified milestones, and unreasonable logic ties. Sequestering of total float through the manipulation of calendars, extending activity durations, logic ties or sequences is prohibited. Multiple relationships with the same predecessor or successor and reverse logic conditions are prohibited. Redundant logic shall be removed from the schedule.

- P.** The “Level Resources,” “Apply Actual,” “Update Progress,” “Auto Compute Actuals” or similar functions shall not be used to automatically update the Schedule. The Schedule shall be updated manually with actual information.
- Q.** The Contractor shall illustrate, through submittal of a time impact analysis, the effects resulting from any changes which are being negotiated between the Engineer and the Contractor. The Contractor shall prepare a time impact analysis to determine the effect of the change in conformance with the provisions in Article SP-150302.06, D, Time Impact Analysis. Approved time extensions shall be included in the next Schedule update. Changes that do not affect the controlling operation on the longest path will not be considered as the basis for a time adjustment.
- R. Use of Float.**
1. Total Float and Contract Float are not for the exclusive benefit of the Contractor or Iowa DOT, but are an expiring resource available to the Project, to accommodate changes in the Work, or to mitigate the effect of events which may delay performance or completion of all or part of the Work within the Contract Time. Contract Time extensions will be granted only to the extent that delays or disruptions to affected work paths in the Schedule in effect at the time of delay or disruption exceed Total Float.
 2. The use of float suppression techniques is expressly prohibited. The use of any techniques solely for the purpose of suppressing float will be cause for rejection of Schedule submittal.
- S. Schedule Recovery.**
1. Unless otherwise directed in writing by the Engineer, whenever the Schedule includes negative float, critical items of construction fall behind the planned Schedule or when items which were not critical become critical the Contractor shall promptly notify the Engineer and undertake appropriate action at no additional cost to Iowa DOT to recover schedule.
 2. The Contractor shall submit, following recognition of any of the items noted in #1 above, a written recovery statement to the Engineer describing the cause for the slippage and the actions planned by the Contractor to recover the Schedule within the shortest reasonable time.
 3. The Contractor's refusal, failure or neglect to take appropriate recovery action or to submit a written recovery statement shall constitute sufficient basis for the Engineer to recommend to withhold payment or identify and order alternate recovery actions on the basis of the information in the Schedule.
- T.** Errors or omissions on Schedules shall not relieve the Contractor from finishing all work within the contract period specified. If, after a Schedule has been accepted, either the Contractor or the Engineer discovers that any aspect of the Schedule has an error or omission, it shall be corrected by the Contractor as required by the Engineer.
- U.** Mobilization activities and payment amounts shall be created using the Basis of Payment described in Article 2533.05 of the Standard Specifications. Each of these mobilization payment occurrences shall have a unique activity, date, and amount in the Schedule.

150675a.04 COST LOADING.

- A.** Baseline Schedule shall be cost loaded. Activity level cost loading shall be based on Iowa DOT bid items. One or more resources shall be assigned to each activity representing the value of the work identified by the activity.

- B. The minimum amount of cost loaded into the Schedule for each project number shall represent the bid items whose aggregate contract value constitutes ~~90%~~ 80% of the project's total contract value. These bid items shall be determined by starting with the bid item with the largest individual contract value and adding subsequent bid item contract values in descending order until ~~90%~~ 80% of the project's contract value has been attained.
- C. One resource shall be defined for each bid item where the Resource ID equals the Bid Item Number and Resource Name equals the Bid Item Description. A prefix may be required to be added to the Resource ID and Resource Name. The resource structure within the scheduling software shall match the bid tab structure to facilitate comparison of cost and resource loading to the bid tab using the scheduling software.
- D. The cost loading shall match the bid tabulation in quantity, units, unit price and total value of each bid item included. The total dollar value shall equal at least ~~90%~~ 80% of the contract sum.
- E. Activity percent complete shall be set to "Physical."
- F. Activity Duration type shall be set to "Fixed Durations & Units."
- G. Set "Resource Type" to "Material."
- H. Select "Calculate costs from Units."
- I. Resources shall not drive schedule dates. All resources shall be assigned to a 7 day calendar.
- J. Under Project Calculations ensure "Recalculate actual units and cost when duration % complete changes" is unchecked.
- K. Update cost and resource loaded activities in the Schedule based on "Physical % Complete" only, do not update actual cost information.

150675a.05 SCHEDULING CONFERENCE.

- A. The Contractor shall schedule, and the Engineer will conduct a Scheduling Conference with the Contractor's project manager and scheduler within 15 calendar days of receipt of signed contract. At this meeting the Engineer will review the requirements of the special provisions with the Contractor.
- B. Items to be submitted by the Contractor, 2 working days before the Scheduling Conference, include, but are not limited to:
 - Preliminary Baseline Schedule that complies with the requirements of these special provisions. The Preliminary Baseline Schedule shall include the activities and sequence of planned operations for the first 120 days of work after receipt of signed contract and lesser detail for the remainder of the project. The Contractor should be prepared to discuss the proposed work plan and schedule methodology that comply with the requirements of these special provisions. The Schedule shall be submitted electronically in pdf and xer formats.
 - List of Activity Codes.
 - WBS Structure.
 - Narrative report index.
 - Graphical reports (time-scaled resource bar charts).
 - Two Week Detail Schedule.

- C. Items to be reviewed include, but are not limited to:**
- Review the resume, experience, and qualifications of the proposed Scheduler.
 - Review of Narrative and report formats.
 - Review utility, railroad and other third party requirements and schedules.
 - Review submittal requirements and procedures.
 - Review time required to review submittals and resubmittals.
 - Review requirements for tests and inspections.
 - Review and finalize a list of construction activities to be included in the Schedule.
 - Review of cost loading.
 - Review Activity Codes and WBS structure.
 - Review procedures for updating the Schedule.
 - Review proposed modifications to the Activity ID, Activity Code and Work Breakdown Structure.
 - Review other requirements of the specifications regarding scheduling that are not specifically listed above.

The Engineer will review the Preliminary Baseline Schedule, proposed modifications, sample reports and other submittals and provide comments or required Baseline Schedule changes to the Contractor for implementation.

150675a.06 SUBMITTAL OF A CPM SCHEDULE.

A. Baseline Schedule Submittals.

1. Beginning the week following the Scheduling Conference, the Contractor and the Contractor's Scheduler shall meet with the Engineer to review Baseline Schedule development and resolve issues identified by the Engineer's review of the submittals provided at the Scheduling Conference. The Baseline Schedule review meetings will continue to be held every 14 calendar days, unless determined otherwise by the Engineer, until the Baseline Schedule is accepted by the Engineer. The Contractor shall submit a revised Baseline Schedule 2 working days prior to the Baseline Schedule review meetings.
2. The Contractor shall submit to the Engineer an acceptable Baseline Schedule prior to the start of construction activities, but no later than 45 calendar days from receipt of signed contract. Failure to provide an acceptable Baseline Schedule within 45 calendar days of receipt of signed contract will result in enforcement of Non-Compliance provisions within this specification.
3. The Baseline Schedule shall include the entire scope of work and how the Contractor plans to complete all Work contracted. The Baseline Schedule shall clearly show the activities that define the critical path. Multiple critical paths and near-critical paths shall be minimized by minimizing the number of predecessors and successor relationships between activities, illogical or redundant logic. A total of not more than 30% of the Baseline Schedule activities shall be critical or near critical, unless otherwise authorized by the Engineer.
4. The Baseline Schedule shall start and finish all work within the Contract Time(s) established in the contract documents, including but not limited to project start, project finish, intermediate contract periods and milestones, closure limitations, etc. Unless directed otherwise by the Engineer, the Baseline Schedule shall use a data date set to the projects late start date and shall not include progress or as-built updates. The Baseline Schedule shall not include negative float or utilize any other prohibited scheduling technique.

B. Contract Schedule Update Submittals.

1. Schedule updates shall be submitted each calendar month with a data date matching the

progress through the date of the first, or last, pay request of each month unless directed otherwise by the Engineer. The first Schedule update shall be submitted as prescribed the first month following acceptance of the Baseline Schedule. Each monthly update shall be submitted within 5 working days of the Schedule's data date. Progress meetings shall be scheduled by the Contractor to correspond with the Schedule submittals to review progress with the Engineer.

2. Schedule updates shall include all elements defined for the Baseline Schedule except the Schedule shall include progress and as-built updates for each activity, etc.
3. Each Schedule shall show the status of work actually completed up to the data date and the work remaining to be performed as planned. The CPM Schedule diagram shall accurately reflect "as-built" information for each activity shown on previous Schedules, including, but not limited to, actual start dates (discounting early starts not representative of true as-built conditions), remaining days of work, percent complete, and actual finish dates (when the activities were completed so that dependent work could proceed). Schedule calendars shall be updated to show actual days worked and days not worked.
4. Schedule updates shall accurately represent all planning changes, adjustments, or updates in the sequencing and timing of work remaining to ensure that the Schedule stays current with the Contractor's plan for performing and furnishing work remaining. If the Schedule submittal indicates slippage or delayed progress, the Contractor shall include a schedule recovery statement.
5. The Contractor may propose modifications by adding or deleting activities or changing activity descriptions, durations or logic that do not (1) alter the critical path(s) or near critical path(s) or (2) extend the scheduled completion date compared to that shown on the current accepted Schedule and (3) do not disrupt the integrity or comparative relationship between the Baseline and Schedules. The Contractor shall provide written reasons in the update for any changes to the Schedule or planned work. The Engineer shall review the justification for changes and either accept or reject the proposed modifications.
6. If any proposed changes to the Schedule or planned work will result in (1), (2) or (3) above, then the Contractor shall submit a time impact analysis as described herein.
7. The Contractor shall incorporate planning revisions, which have been agreed upon in Contract Changes ordered since the last revision. Those revisions shall conform to the sequencing and time of performance requirements of the applicable instrument. These types of revisions shall be included in the Schedule when reconciling extensions in Contract Time.
8. If work is performed out of sequence, the Contractor shall implement logic changes to allow the out of sequence work to proceed. The use of negative lag shall not be permitted.

C. Three Week Detail Schedule.

1. The Contractor shall prepare and submit a Three Week Detail Schedule to the Engineer each week until all work is completed. The Three Week Detail Schedule consists of the following:
 - a. Hand or computer generated bar chart schedule which spans a forward looking, rolling period of at least 21 calendar days from the date of submittal.
 - b. Updated and submitted to the Engineer on a weekly basis on the date specified by the Engineer.
 - c. Based on the accepted Schedule and provide a greater breakdown of the Schedule activities; activities for excavation, forming, placing rebar, pouring, stripping, backfilling, etc., for example.

- d. Specifically reference the accepted Schedule Activity ID numbers and define subsequent specific daily operations at each specific location for all work activities scheduled to be performed during the 3 week period.
2. Developed to a level of detail acceptable to the Engineer.

D. Time Impact Analysis.

1. The Contractor shall submit a written TIA to the Engineer with each request for an adjustment of Contract Time, when an accepted or anticipated change may impact the critical path or Contract progress or when directed by the Engineer. The Contractor shall take all steps necessary to mitigate the effects to cost and, or time resulting from impacts caused by delay regardless of who is found responsible for the delay.
2. The TIA shall illustrate the impacts of each change or delay on the current scheduled completion date or internal milestone, as appropriate. The analysis shall use the accepted Schedule that has the closest data date prior to the event. If the Engineer determines that the accepted Schedule used does not appropriately represent the conditions prior to the event, the accepted Schedule shall be updated to the day before the event being analyzed. The TIA shall include an impact schedule developed from incorporating the event into the accepted Schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impact schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted Schedule, the difference between scheduled completion dates of the two schedules may be considered for an adjustment of Contract Time. The Engineer may construct and utilize an appropriate project schedule or other recognized method to determine adjustments in Contract Time until the Contractor provides the TIA.
3. The Contractor shall submit a TIA within 15 calendar days of receiving a request for a TIA from the Engineer. The Contractor shall allow the Engineer 15 calendar days after receipt to accepted or reject the submitted TIA. All accepted TIA schedule changes shall be shown on the next updated Schedule.
4. If a TIA submitted by the Contractor is rejected by the Engineer, the Contractor shall meet with the Engineer to discuss and resolve issues related to the TIA. The Contractor shall only show actual as-built work, not unaccepted changes related to the TIA, in subsequent updated Schedules. If agreement is reached at a later date, accepted TIA schedule changes shall be shown on the next update Schedule.
5. A time impact analysis shall consist of one or all of the steps listed below:
 - a. Step 1. Establish the status of the project before the impact using the most recent approved Schedule prior to the impact occurrence.
 - b. Step 2. Predict the effect of the impact on the Schedule prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the Schedule update. The Contractor shall demonstrate how the impact was inserted into the Schedule using a fragment. This is the presentation of a fragmentary portion of the schedule network showing the added or modified activities and the added or modified relationships. Any other changes made to the Schedule including modifications to the calendars or constraints shall be noted.
 - c. Step 3. Track the effects of the impact on the Schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.
 - d. Step 4. Compare the status of the work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3).

E. Extension of Contract Time.

1. The Contractor shall notify the Engineer within 5 days of the time impact.
2. The Engineer may use the results of the Time Impact Analysis to determine the extension to Contract Time.
3. Delays are defined as follows: An event, action, force, or factor causing work to extend beyond the specified Contract Time.
4. Time may be granted for excusable non-compensable delays that impact the project schedule's critical path. Additional compensation will not be granted.
5. Time and monetary compensation may be granted for excusable compensable delays that impact the project schedule's critical path and the Contractor's costs.
6. Neither time nor money will be granted for non-excusable delays.
7. Contract adjustment is made as written modification to the contract, when warranted, unless the Contractor does not notify the Engineer according to this article.
8. Types of Delays are as follows:
 - a. **Excusable Delay** – A delay which impacts the longest path and the completion dates for proposal milestones or project completion that is beyond the Contractor's control, not the fault or responsibility of the Contractor, or could not have been foreseen by the Contractor, for which a time extension may be granted.
 - 1) **Compensable Delay** – An excusable delay caused by Department action or inaction, or under the Department's control, including delays resulting from extra work orders, differing site conditions, work suspensions caused by conditions beyond the control of the Contractor, lack of site access, and delayed shop drawing approval. The Department may grant additional time and compensation for such compensable delays.
 - 2) **Non-compensable Delay** – Unforeseen and unanticipated excusable delay caused by acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays not the fault of the Contractor or Department. The Department will not grant additional monetary compensation for such delays.
 - 3) **Concurrent Delay** – A non-compensable delay that occurs when both the Contractor and the Department independently delay work on longest path activities during approximately the same time period.
 - b. **Non-excusable Delay** – A delay that was within the Contractor's control, was the fault or responsibility of the Contractor, or could have reasonably been foreseen by the Contractor and for which there is no monetary compensation or time extension. Examples of such delay-causing events are normal weather or the failure by the Contractor to assign sufficient resources to the work.

F. Submittal Requirements.

1. The Contractor shall provide the following items with each schedule submittal; Preliminary, Baseline, Update, Time Impact, or Revised Schedule submittal in electronic format:
 - a. Schedule plot which includes all activities organized by WBS in PDF format.
 - b. Schedule plot of the longest path in PDF format.
 - c. An export of all schedule data in XER format compatible with Primavera Project Manager Version P8.2
 - d. Narrative Report

2. Schedule plots shall conform to the following:
 - a. Include the following columns in the following order: Activity ID, Activity Name, Original Durations, Remaining Duration, Early Start, Early Finish, Total Float, Budgeted Cost, Actual Cost This Period, Actual Cost to Date.
 - b. Include a title block, schedule name, run date, data date and a timeline on each page.
 - c. Sorted by Early Start.
3. The narrative report shall be organized and tabbed in the following sequence and include all applicable and appropriate supporting documentation including, but not limited to:
 - a. Contractor's transmittal letter.
 - b. Narrative description supporting the approach to the Work outlined in the Contract Schedule, including reasons for the sequencing of Work, problem areas, unusual conditions, restrictions regarding labor, equipment or material, use of multiple shifts, specified overtime or work at times other than regular days, potential conflicts, and other items that may affect the Schedule and how they may be resolved.
 - c. Narrative description of the general status of the Project including Work completed during the period, Work planned to be completed during the next reporting period, current total float and calculated percent complete.
 - d. Narrative description of the differences, other than minor changes, between previously planned Work and the actual Work performed.
 - e. The Baseline narrative shall describe the working days per week, number of shifts per day, number of hours per shift, the holidays to be observed, and how the schedule accommodates adverse weather days for each month or activity. Update narrative shall describe any difference in how adverse weather days were accommodated versus the Baseline assumptions.
 - f. Planned production rates with justification of rates above or below typical. Where updated production rates change from those assumed in the baseline schedule by more than 20% provide justification of the adjusted rates.
 - g. A listing of activity durations exceeding the 20 working days with justification thereof.
 - h. A list of activity relationships with lags with justification for use of the lag.
 - i. A list of constrained activities with a justification for use of the constraint.
 - j. Activities requiring coordination with the Department and/or 3rd parties (i.e. Utilities, adjacent contractors, etc)
 - k. Schedule changes - A listing of all changes, and Changes resulting in or that will result in a delay within the critical path, a narrative description of the reason or justification for the changes and the resulting affects or impact of the changes:
 - Added, deleted or modified activities and activity descriptions.
 - Added, deleted or modified date constraints.
 - Added, deleted or modified lags.
 - Added, deleted or modified logic.
 - Added, deleted or modified calendars.
 - Modified activity durations.
 - Significant changes in float.
 - l. Narrative description of the current longest path.
 - m. Comparative analysis of changes to the longest path with the previous Schedule submittal, including identification of and justification for the cause of the changes.
 - n. Changes to the scheduled completion date since the last Schedule submittal including identification of and justification for the cause of the change.
 - o. Current and anticipated delays:
 - Cause of delay.
 - Impact of delay on other activities, milestones and completion dates.
 - Corrective action and schedule adjustments to correct the delay.
 - p. Pending items and status thereof:
 - Permits
 - Contract changes
 - Time adjustments

- Time Impact Analysis
 - q. Cost information:
 - Include a listing and justification for adjustments to cost loading.
 - Comparison of schedule cost loading and current pay application.
 - r. Additional information as requested by the Engineer.
 - s. A statement certifying the Schedule submittal is based on factual, accurate information which represents true planned and as-built conditions accompanied with the signature of the Project Manager and Scheduler.
4. Schedule submittals will be considered complete when all documents and data have been provided as described above to the satisfaction of the Engineer.

150675a.07 SCHEDULE REVIEWS.

- A. The Engineer's review will be for conformance with the Contract Time and those sequences of Work indicated in or required by the Contract Documents, to record Early and Late Dates for Milestones, to identify the Contractor's use of Float, to compare as-built data, and for conformance with the requirements of this Special Provision and other information given in the Contract Documents which may have a bearing on the Schedule. The Engineer's review may extend to the accuracy of other matters dealt with by the Schedule, including, but not limited to, whether work is omitted, activity durations are reasonable, the level of labor, materials and equipment, the Contractor's means, methods, techniques, procedures, or sequences of construction, or whether the sequences and timing for work remaining are practicable, the correctness of all which shall remain the sole responsibility of the Contractor. The Engineer's review may also extend to the technical acceptability of the Schedule submittal.
- B. The Contractor shall allow 7 working days for the Engineer's review after each Schedule update and all support data are submitted, except that the review period shall not start until the previous month's Schedule update submittal is accepted.
- C. The Engineer's review and acceptance of Schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information. Schedules that are rejected or returned revise and resubmit shall be corrected by the Contractor and resubmitted to the Engineer within 5 working days of notification.
- D. When reviewed by the Engineer, one copy of each Schedule submittal will be returned to the Contractor as either "Revise and Resubmit" or "Acceptable." Submittals found "Acceptable" will represent the most-current Schedule as of the date of the submittal. Neither the Engineer's review of a schedule, nor the Engineer's statement of "Acceptable," will relieve the Contractor from responsibility for complying with the Contract Specifications, Contract Time requirements and completing all work required by the Contract Documents. Failure by the Contractor to include any element of the Work required by the Contract does not relieve the Contractor from its responsibility to complete the Work, or to complete the omitted Work within the Contract Time(s). "Acceptance" of the Schedule submittals by the Engineer does not attest to the validity of assumptions, production rates, activities, relationships, sequences, resource allocations or any other aspect of the Schedule submittal. Schedule submittals determined to be "Acceptable" by the Engineer may be reviewed again for "Acceptability" at a later date, if deemed necessary by the Engineer. The Contractor remains obligated to correct schedule issues identified during future reviews by the Engineer.
- E. The Contractor shall make appropriate adjustments or corrections in a Schedule submittal returned as "Revise and Resubmit," and shall respond with the required copies of a full, revised Schedule revision submittal within 5 working days of receipt of the Engineer's comments. Once the Contractor's Schedule submittal, or resubmittal, is returned to the Contractor as "Acceptable," it shall represent the most current approved Schedule for the Work as of the date of the submittal, and it shall be the basis for the monitoring of the Contractor's performance and progress.

- F. The most-current Schedule will be the basis for (a) the monitoring of the Contractor's progress against Milestone and Contract Times, and (b) the evaluation and reconciliation of extensions in Contract Time, if and when a Contract Time is indeed extended.
- G. All schedules shall be in accordance with the Contract Time requirements of the Contract. Nothing contained in this Section shall relieve the Contractor from compliance with the Contract Time.
- H. The Engineer's acceptance does not warrant or imply accuracy or Iowa DOT agreement with production rates or other factors used to prepare the Schedule.
- I. The Engineer may monitor the Contractor's production rates, project personnel and equipment usage for comparison with the Contract Schedule at his/her discretion.
- J. Should the Contractor submit a claim with reference to the Schedule as part of the claim rationale, Iowa DOT's prior acceptance of the Schedule will not be considered as acceptance of the assumed production rates and other factors used in the development of the Schedule.
- K. If the Engineer elects to review an early-completion schedule, the time between the scheduled completion date and the completion date associated with the Contract Time is considered Float.
- L. The review of a portion of the Schedule or an incomplete Schedule submittal shall not indicate acceptance of the entire Schedule.

150675a.08 NONCOMPLIANCE.

Division 11 of the Standard Specifications will apply.

~~A. Non-Compliance.~~

~~Iowa DOT will remedy the nonconformance by retaining an amount equal to 100% of the total estimated value of the work performed during each period in which the Contractor fails, refuses or neglects to satisfy the requirements of this specification, or the Contract Schedule submittals precludes a proper evaluation by the Engineer, or the Contract Schedule submittals preclude an "Acceptable" determination, or if the Contractor fails to conform said submittals within the submittal time requirements herein. Retention due to this non-conformance shall be in addition to all other retentions provided for under the Contract. The retention withheld for Non-Compliance will be released for payment on the next pay estimate for partial payment following the date the Engineer determines compliance has been achieved and, or the submittal(s) are found Acceptable.~~

~~B. Progress & Performance.~~

~~If the project falls 15 calendar days behind schedule, the Engineer may take steps specified in Article 1108.02, I of the Standard Specifications to suspend the Contractor's bidding qualifications. If the Contractor fails to take action within 14 calendar days, the Engineer may take steps specified in Article 1108.10 of the Standard Specifications to declare the contract in default.~~

150675a.09 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

- A. Lump Sum price for Progress Scheduling shall be full compensation for all costs for complying with this special provision.
- B. Partial payment of Progress Scheduling will be made as work progresses. An initial payment of 20% of the contract price for Progress Scheduling will be made upon acceptance of the initial Baseline Schedule. The remainder of progress ~~Progress~~ payments for this item will be made at the same rate as the percent of work complete.