

**SP0080302A PROSECUTION AND PROGRESS – PROSECUTION OF WORK  
(SUBMISSION OF WORKING SCHEDULE)  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW**

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Bob Burleson  
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Comments: (5-21-18)

1. SP0080302A 8-3-2.4 Weekly Meetings is overkill. Many projects that are on schedule drop the weekly progress meetings and go with bi-weekly. Some CEIs will use the spec to make weekly meetings mandatory throughout contract duration.

Response:

2. The A spec for CPM schedules should be used on complex or multi-phased projects and not be based on the budget amount.

Response:

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Bill Sears  
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Comments: (6-1-18)

1. 8-3.2.2 Schedule Submissions: 5. h. List all changes to schedule logic, added activities, calendars, calendar assignments, activity types, or duration changes (original and remaining), updated percent complete, that have been made to the schedule since the previous submission (included added activities and updated percent complete) Add No. 8 Cost Report listing each activity Budget Cost Cost to Date Cost this Period For each submission of the Contract Schedule and monthly update, the Engineering will have 7 days to accept the Contract Schedule or to schedule ... (change 15 to 7)

Response:

2. 8-3.2.3 Schedule Content: Detailed scheduled data: shall conform to the following 2. Each construction schedule activity shall be cost loaded. (added the word construction) 4. Milestone activities shall be start no earlier than and finish no later than milestone type activities, as appropriate. (added start no earlier than and finish no later than) 5. All non-procurement activities must be less than or equal to 21 workdays unless approved... (change 20 to 21) 14. ...shall be approved by the Engineer, and listed in the logic changes report. (added and listed in the logic changes report)

Response:

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Comments: (6-1-18)

Last sentence of existing specification 8-3.2.1. Please do not change from Engineer "will" withhold payments, to Engineer "may" withhold payments. We endured many years of contractors not submitting schedules or submitting them late. Changing this specification language from "may" withhold payment to "will" withhold payments was a positive change. Contractors will immediately refer this issue to Escalation towards the District Construction Engineer if you change this specification back to the "may" withhold language. CEI Engineers will no longer be willing to withhold payments and will refer this issue to the District Construction office for resolution. Or, they will not refer the issue and we will regress towards contractors no longer submitting schedules on time. This change is moving backwards to where we used to be when we argued about this issue repeatedly.

Response:

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Comments: (6-4-18)

1. I have a comment regarding the schedule revision. They are striking out the part of the spec 8-3.2.3 where we recommend positive language disallowing Progress override. A lot of revisions here for one review but I really like the new section on the narrative. It's just we have always gone with the idea if we specify Retained Logic the Contractors will not flip the switch to Progress Override if it help a position in the middle of the project. Projects that done have someone well versed in Prima Vera may never know this change is made. I've heard it for years from Contractors that telling them to use Retained Logic doesn't mean they can't use Progress override, just something else to waste time arguing about when it could, and I thought was, cleared up by positively saying Progress Override is not allowed. I thought we finally had it but this revision strikes it out. Big mistake.

Response:

2. 8-3.2.1:

**8-3.2.1 Contract Schedule:** Submit to the Engineer for acceptance a Critical Path Method (CPM) Contract **Baseline** Schedule for the project within 30 calendar days after execution of the Contract or at the preconstruction conference, whichever is earlier.

The Contract **Baseline** Schedule shall include detailed schedule diagrams and schedule data as described below for the entire Contract Period plus any Contract defined holidays and suspension days per specification section 8-6.4 that affect the Critical Path. If the holiday occurs on a Saturday, it will be observed the Friday before. If the holiday occurs on a Sunday, it will be observed the Monday after. When the project includes a Maintenance of Traffic plan, the Work Breakdown Structure for the Contract Schedule shall be consistent with the Contract Maintenance of Traffic plan, showing activities for each discrete

The Contract Baseline or subsequent monthly Schedule updates may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

The Engineer ~~will~~may withhold monthly payments due for failure of the Contractor to submit an acceptable schedule or monthly updates within the time frame described herein.

**The Final Baseline Progress Schedule @ Award must be "accepted" or "accepted as noted" by the Engineer prior to the Department evaluating any Contractor disputes associated with time impacts. This does not preclude the Contractor from submitting a dispute while the schedule is being reviewed for acceptance.**

Response:

### 3. 8-3.2.2

**8-3.2.2 Schedule Submissions:** Develop the schedule in Precedence Diagram Method (PDM) format. ~~All schedule submittals, shall have a copy of the schedule files on a Windows compatible CD or DVD attached. The files shall be in a Primavera format. Make sure to use "Back up" menu selection and ensure that the option "Remove access list during backup" is checked.~~

**Each contract schedule shall accurately reflect the proposed approach to accomplish the work and shall define a complete logical plan that can realistically be accomplished, to execute the work defined in the Contract documents and conforms to all requirements of this specification. The schedule shall meet all interim milestone dates and the contractor's Anticipated Completion Date shall not extend beyond the contract completion date.**

Each schedule submission and monthly update shall include a minimum of the following ~~four~~seven items:

Response:

2. A report with the following schedule activity information for each construction activity: identification, description, original duration, Gantt chart grouped by Work Breakdown Structure, then Phase, sorted by early start, early finish, then total float, percent complete, and budgeted cost. The bar chart diagram shall not be included in this report. the following columns:

- a. Activity ID
- b. Activity Name
- c. Calendar
- d. Activity Type
- e. Original Duration
- f. Remaining Duration
- g. Duration % Complete
- h. Early Start
- i. Early Finish
- j. Late Start
- k. Late Finish
- l. Total Float
- m. Budgeted Total Cost

The chart shall also include activity bars using the Oracle Primavera-P6 default color coding for the bars. It will be submitted as a Portable Document Format (.PDF) file and formatted on 8.5 inches by 11 inches paper by 17-inch landscape oriented sheets, with both Activity Table and Gantt chart bars.

Response:

4. A copy of the schedule files on a Windows compatible CD or DVD in Primavera format. The Schedule Log for the calculated schedule, submitted as a (.PDF) .pdf file and formatted on 8-1/2-inch by 11-inch portrait oriented sheets.

5. A schedule narrative report with the following information:

- a. Current project schedule status and identify potential delays
- b. A description of the progress made since the previous schedule submission
- c. Objectives for the upcoming 30-calendar days
- d. Indicate if the project is on schedule, ahead of schedule or behind schedule
  - 1. If ahead or behind schedule, indicate the specific number of calendar days
  - 2. If behind schedule, include a detailed recovery schedule and written description of the plan that will put the schedule back on track or identify the alleged delay event for which a preliminary request for an extension of Contract Time has been submitted, which if granted by the Department, will account for the amount of time the project is behind schedule, or provide a fully supported request for a Contract Time extension, which if granted by the Department, will account for the amount of time the project is behind schedule. ("I would recommend a requirement of recovery plan from contractor when the project is 5% or more behind schedule here rather keeping it open")
  - e. Description of the current critical path and indicate if the critical path has changed within the last 30-calendar days

Response:

affect its length or to shift it to an alternate path

h. List all changes or modifications to schedule logic including but not limited to (a) calendars; (b) calendar assignments; (c) activity types; (d) duration changes (original and remaining); (e) activity additions or deletions; (f) changes in logic connections between activities; (g) changes to constraints; (h) changes to Activity Description; (i) changes in Activity Code assignments; and (j) changes in Resource assignments that have been made to the schedule since the previous submission.

1. For each change, describe the basis for the change and specifically identify the affected activities by Activity ID

i. Identify any and all activities, either in progress or scheduled to occur within the following 30-days from the data date that require Department participation, review, approval, etc.

6. A detailed logic report that provides a list of activities in the

Response:

7. A chart showing the Budgeted Total Cost versus Time shall be submitted as a PDF file and formatted on 8-1/2-inch by 11-inch landscape oriented sheets. The chart shall include the following two curves:

a. Budgeted Total Cost versus Time based on the Early Dates.

b. Budgeted Total Cost versus Time based on the Late Dates.

For each submission of the Contract Schedule and monthly update, the Engineer will have 30-21 days to accept the Contract Schedule or to schedule a meeting, if needed, within that time, with the Contractor to resolve any problems that prevent acceptance of the schedule. Attend the meeting scheduled by the Engineer, and submit a corrected schedule to the Engineer within seven days after the meeting. The process will be continued until a Contract Schedule or monthly update is accepted by the Engineer. The Engineer will either "accept" the schedule, "accept as noted", or "reject" the schedule for re-submittal by the Contractor.

Upon the Engineer's acceptance of the Contract Baseline Schedule, submit monthly updates of the Contract Schedule reflecting progress through the monthly estimate cut-off date within 78 calendar days after the monthly estimate cut-off date.

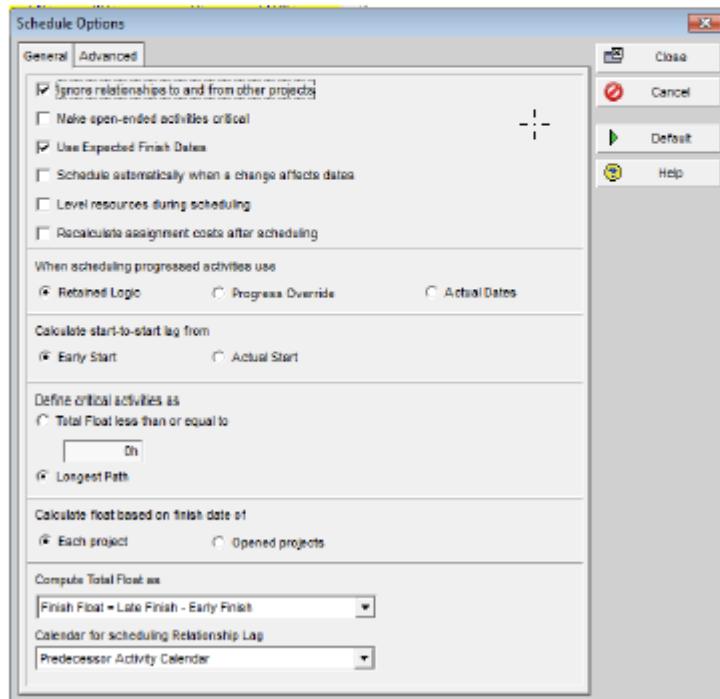
Response:

8. Constraints shall only be used for "Project Start," and "Project Completion." These Constraints shall not override logic. The Project Start constraint shall be the Contract execution date or NTP date. The Project Completion date shall be the Contract completion date plus any Contract defined holidays and suspension days included on the longest path. The use of any other imposed constraints is not allowed without specific approval by the Engineer. Any other desired constraints must be submitted to the Engineer with the rationale for the use of each desired additional constraint. If allowed by the Engineer, the rationale should be recorded in the activity's lognotebook field. Mandatory constraints (start and finish) violate network logic and shall not be used.

Response:

**15. Unless otherwise approved by the Engineer, Activity types shall be defined as Milestones, Level-of-Effort, WBS Summary or Task Dependent. Resource Dependent type shall not be used. All activities shall have % percent Complete Type set to "Duration" and Duration Type set to either "Fixed Duration & and Unit/Time" or "Fixed Duration & and Units".**

**16. Immediately prior to submitting the schedule the Contractor's Project Scheduler shall "Schedule" the project using the Scheduling Options shown below, unless approval to vary from these settings is given by the Engineer. The same Scheduling Options shall be applied for Baseline and all subsequent Progress Schedule submittals for the duration of the contract.**



Response: (We do not put pictures in the Specs.)  
No change made.

17. In the event a notice of a change to the contract is received, the appropriate changes to the progress schedule shall be made, as necessary, to incorporate the anticipated added/deleted/changed work activities. All these effected activities shall be assigned with appropriate Activity Codes and associated Costs to match the revised contract value.

The Contractor shall make adjustments to the Progress Schedule in accordance with the Engineer's review comments and resubmit copies for review consistent with the requirements of this section.

**8-3.2.3 (1) Engineer's Acceptance of Schedules:**

- a. Acceptance of progress schedules by the Engineer shall not be construed to imply approval of any particular construction methods or sequence of construction or to relieve the Contractor from its responsibility to provide sufficient materials, equipment and labor to guarantee the completion of the contract in accordance with the contract documents.
- b. Acceptance of the progress schedule by the Engineer shall not be construed to modify or amend the contract agreement or the date of completion therein. Resources included with the accepted CPM schedule shall not be misconstrued as a cost benchmark for the performance of planned or actual work.
- c. Failure by the Contractor to include any element of work required by the Contract in the accepted progress schedule does not relieve the Contractor from its responsibility to perform such work

Response:

**4. 8-3.2.7**

~~Event Schedule before the delay event (Pre-event Unimpacted Schedule)~~  
4. A fragment that shows the impacted activities before the ~~change~~Schedule submittal items 1, 2, 3 &and 4 required in ~~Section 8-3.2.2 Schedule Submissions~~, for the updated Contract ~~Schedule~~, (described in the paragraph above as the ~~Pre-event Sschedule~~) after modeling of the impact of the event (~~Pre-event Impacted Sschedule~~). The pre-event schedule shall use the data date closest to and prior to the event as the "Current Baseline".

Response:

~~.....5. Schedule submittal items 1, 2, 3 &and 4 required in Section 8-3.2.2 Schedule Submissions, for the updated Contract ~~Schedule~~, (described in the paragraph above, as the ~~Post-event Sschedule~~) after the impact of the event. This post-event schedule shall then be compared to pre-event schedule for the purpose of TIA~~

Response:

**Comments (6-6-18)**

5. 8-3.2.1 Contract Schedule states the following – “The Contract Schedule shall include detailed schedule diagrams and schedule data as described below for the entire Contract Period plus any Contract defined holidays and suspension days that affect the Critical Path.” My interpretation of

this would be that the Contractor is to “add” the defined holidays and suspension days to the Allowable Contract Time which may artificially extend the Project Completion date. I would suggest replacing “plus” with the word “including”.

**Response:**

6. 8-3.2.1 Contract Schedule also includes language regarding following the MOT plan or the phasing indicated in the Contract Documents where no MOT plan exists. Although rare, this doesn't account for a project like the north end of SR7 where no MOT plan is included and no phasing is clearly indicated in the Contract Documents. It may be prudent to add language that where no MOT or phasing is indicated in the Contract that the Contract Schedule will need to show a logical sequence of activities that indicate the methodology and/or self imposed phasing that will be utilized by the Contractor to complete the work within the Contract Period.

**Response:**

7. 8-3.2.3 Schedule Content states the following – “12. Activities shall not be deleted from the schedule. If an activity is not required, then upon approval from the Engineer, the Contractor shall provide actual start and finish dates equal to the date of the Engineer's approval, shall add the word “Removed” to the activity name and shall make a notebook entry explaining the reason for removing the activity from the planned work.” I agree in concept with not deleting activities from the schedule. I am concerned that it may distort the logic of the schedule using the method indicated above. For instance, if we are in Phase I work at the beginning of the project and during our review we mutually agree that an activity shown in Phase III can be deleted, we would end up showing actual start and finish dates that are beyond the data date of the schedule which is typically prohibited. In addition, if the activity was on the Critical Path, the logic tied to the activity may need to be modified artificially in order to maintain the integrity of the schedule.

**Response:**

8. 8-3.2.3 Schedule Content states the following – “9. Out of sequence progress, if applicable, shall be handled through corrected on each monthly update by modifying the schedule logic so that the logic accurately depicts the actual sequence of the work. The Retained Logic setting shall be used when calculating the schedule. There are cases where out of sequence work can and will be done by the Contractor and it may simply be a resource that becomes available. It appears that the intention of this note is to modify the logic to tie the out of sequence work to a predecessor that may not make sense. For example, say the Contractor is able to begin a PORTION of Phase II work prior to the ending of Phase I that has nothing to do with the completion of any activity within Phase I (other than end Phase I and Begin Phase II activities being linked). Modifying the logic to show this activities predecessor artificially as some activity within Phase I may not give a logical sequencing of activities. Using Retained Logic, in my opinion, already achieves the Department's goal in this regard. My suggestion may be to add the words “if applicable” after the phrase “modifying the schedule logic”.

**Response:**

9. 8-3.2.1 Schedule Content state the following – “8. Constraints shall only be used for “Pproject Sstart,” and “Pproject Ccompletion.” Constraints cannot override logic. The Pproject Sstart

constraint shall be the Contract execution date. The Project Completion date shall be the Contract completion date plus any Contract defined holidays and suspension days included on the longest path. I would again suggest that the word “plus” indicates adding on to the Contract Completion Date when those holidays and suspension days should already be blocked out on their Project Calendar(s). I would again suggest changing “plus” to “including” and deleting the word “included”.

Response:

10. 8-3.2.7 Time Extensions – I don’t disagree with the change in information to be provided for any time extension. However, the Department should understand that they will be presented with two entire schedules (pre and post delay) that may be large and complex documents and may require additional analysis to determine the actual delay and whether or not that delay is solely due to the extended duration of a discrete activity.

Response:

11. 8-3.2.8 As-Built Schedule states the following – “8-3.2.8 As-Built Schedule: As a condition for Final Acceptance/Payment of the project, submittal of an as-built schedule which describes the actual order and start and stop times for all activities by the Contractor is required.” I understand the intent here, I believe. I also think that the term “final payment” may not be clearly defined. If the Department wants to get away from this being a condition precedent to Final Acceptance, a time frame such as “within 10 days after Final Acceptance” may be more prudent.

Response:

Comments: (6-8-18)

12. project codes VS WBS was a little gray and opens it up to just do the WBS. Although, it is easy enough for the PA’s to create any desirable activity code to isolate work by different contractors that the PA wants to see. The second thing is for cost loading I think it should be cleared up and well defined since there are a few subjective methods to cost load. “The contractor is prohibited from using the expense function to cost load such as uniformly distributing cost over an activity. (There is no way to delineate where the cost comes from without a separate spread sheet or multiple expenses listed on an activity. (Contractor recently submitted 1 expense covering multiple pay items) Cost loading shall be accomplished with the software resource function as a material type or non-labor using the contract bid item, quantity and bid item nomenclature. The resource unit cost will be consistent with the contract unit cost and representative of the quantity of the resource cost loaded activity. “ Cost loaded by expense but includes multiple bid items and need something else to tell what the contractors cost break down

Response:

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Comments: (6-13-18)

1. 8-3.2.1 "plus any Contract defined holidays and suspension days that affect the Critical Path." is problematic and subjective. Best to leave this phrase out, schedule for the contract duration and reflect granted weather, holiday and other time extensions in the Must Finish by date.

Response:

2. 8-3.2.1 "must be acceptable to the Department and the respective utility owner" is problematic. It may be best to avoid giving utilities control over any part of the Contract Schedule.

Response:

3. 8-3.2.2.1 "Submit the files electronically in the current Department version" should read "current Department approved version."

Response:

4. 8-3.2.2.6 "A detailed logic report that provides a list of activities in the schedule sorted by Activity ID," I personally would not find this useful and on a large project the report could be very large.

Response:

5. 8-3.2.3.10(Deleted “percent complete” it would be best if this remains and reads “duration percent complete.” Use of “physical percent complete” can cause problems as this option does not automatically update remaining durations.

Response:

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Comments: (6-28-19)

SPECIFICATION 8-3.2.7 There are two main methods to present a time extension. Prospective Analysis and Retrospective Analysis The items in this section mix them up. Maybe we can subdivide the spec into two sections: 8-3.2.7.1-Prospective Analysis and 8-3.2.7.2-Retrospective Analysis. The reason is because in Prospective you are modelling what you think will be the impact and in Retrospective you know exactly the effect of the impact. I suggest the following:

8-3.2.7 Time Extensions: The Contractor is responsible for submitting a request for Contract Time extension in accordance with 8-7.3.2 of the Standard Specifications. An extension of time for performance shall be considered only to the extent that a delay to an activity or activities impacts the completion date of the schedule such that the impacted completion date is later than the Contract completion date as adjusted previously. Time extensions shall not be considered for proposals that do not include full documentation described in 8-3.2.7.1 or 8-3.2.7.2, as

appropriate. Once a time extension has been approved by the Engineer, the Contract completion date shall be changed accordingly.

**8-3.2.7.1 Prospective Analysis:** When presenting a request for time extension prior to an impact event, as a minimum, a prospective time extension requests shall contain:

1. A descriptive summary of the changes

2. An analysis of project impact

3. Schedule submittal items 1, 2, 3 and 4 required in 8-3.2.2 for the latest accepted update of the Contract Schedule, statused (actual start dates added, actual finish dates added, remaining durations adjusted) to the end of the day before the start of the delay (pre-event unimpacted schedule).

4. Schedule submittal items 1, 2, 3 and 4 required in Section 8-3.2.2, for the updated Contract Schedule, (described in the Item 3 as the pre-event unimpacted schedule) after modeling the expected impact of the event (pre-event impacted schedule).

**8-3.2.7.2 Retrospective Analysis:** When presenting a request for time extension after an impact event, as a minimum, a prospective time extension requests shall contain:

1. A descriptive summary of the changes

2. An analysis of project impact

3. Schedule submittal items 1, 2, 3 and 4 required in 8-3.2.2 for the latest accepted update of the Contract Schedule, statused (actual start dates added, actual finish dates added, remaining durations adjusted) to the end of the day before the start of the delay (pre-event unimpacted schedule).

4. Schedule submittal items 1, 2, 3 and 4 required in 8-3.2.2, for the updated Contract Schedule, (described in the Item 3 as the pre-event unimpacted schedule) after modeling the actual impact of the event (pre-event impacted schedule) 5. Schedule submittal items 1, 2, 3 and 4 required in 8-3.2.2, for the fully updated Contract schedule, just after the end of the impact event (post-event schedule).

**Response:**

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