

## SECTION 013200 - SCHEDULING AND PROGRESS

### 1.1 GENERAL

- A. Requirements set forth herein are in addition to and shall be considered as complementary to the General Conditions of the Contract (Section 00 70 00) and the balance of Division #1 and the Technical Specifications.
- B. Contractor, Subcontractors, Sub-subcontractors, Vendors and the like shall be required to familiarize themselves with said provisions.
- C. Definitions as apply to "Contractor" involved with the work of this Project.
  - 1. "Contractor for General Construction (CGC)" meaning the party responsible for the preparation of, and monitoring of, the coordinated project progress schedule (CPPS) prepared in consort with the "Prime Contractors" as defined below;
  - 2. "The Contractor" or "Contractor" meaning that Prime Contractor normally responsible for that work referenced;
  - 3. "Prime/Trade Contractor" meaning either the - General, Plumbing, HVAC or Electrical Contractors normally responsible for the referenced work;
  - 4. "Coordinated Project Progress Schedule (CPPS)" meaning that schedule prepared by the "Contractor for General Construction" with all required input from each of the "Prime Contractors" as defined in Paragraph 1.01.C.3 above.and such other terms relating to Contractors to be taken in context with respect to referenced work.
- D. The requirements set forth within this section are directed to all Contractors involved in the work and shall be considered mandated requirements subject to penalties as defined elsewhere in this Section.

### 1.2 REQUIREMENTS INCLUDED IN THIS SECTION

- A. Preliminary Requirements
- B. Commencement, Prosecution and Completion of the work
- C. Coordinated Submittal Schedules
- D. Proposed Product List and Status Report on Material Orders - See Article 1.11 of Section 013300; failure to comply with these requirements shall result in rejection of schedules and withholding of any requisitions.
- E. Coordinated Project Progress Schedule
- F. Breach of Contract
- G. Time of Completion

### 1.3 PRELIMINARY REQUIREMENTS (Coordinate with Post-Bid Requirements set forth in Section 002100)

- A. Within three (3) working days after notification from Architect, and before the Contract is executed, the three (3) apparent low bidders must submit to the Architect, in writing, a list of duration's and a sequence, in the form of a bar chart, for all activities that are the responsibility of the bidder. Contractor's proposed work force and other resource loading for each activity of the bar chart, broken

down by trades, must also be provided. Failure to comply with this requirement may be cause for rejection of the bid.

- B. The apparent low bidders, concurrent with the submission of bar chart for each school, shall also submit to the Architect, in writing, the following information:
  - 1. Shop drawing and material sample schedules keyed to the duration's submitted in the bar chart. (See Section 013300)
  - 2. Schedules for the award of subcontractor and equipment contracts keyed to the duration's submitted for the bar chart.
  - 3. The name of the person who, as Scheduling Coordinator for the apparent low bidder, is authorized to act on behalf of the apparent low bidder on all matters of scheduling included in this Section. Once named, the Scheduling Coordinator may only be replaced after written notice is given to the Construction Manager and Architect. The Contractor agrees, upon the request of either of the two parties, to replace the Scheduling Coordinator.
- C. Failure to comply with this subsection 1.03 of this Section of the General Requirements may be cause for rejection of the bid and forfeiture of security. (See the "Post-Bid Procedures" in the Instructions to Bidders 00 21 00.)

#### 1.4 COMMENCEMENT, PROSECUTION AND COMPLETION OF THE WORK

- A. Contractor shall commence work under this contract upon receipt by him of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, and shall prosecute said work diligently and complete the work within the stated calendar days for each portion of the work as set forth in Section 011000.
- B. The time stated for completion for contract work includes final cleanup of area. Upon completion of total Contract work, ALL AREAS SHALL BE CLEAN.
- C. The Contractor is to carry on responsibility for services and maintenance of such items as temporary roads, walks, ramps, field offices, parking areas, environmental controls and the like until work under this contract is complete, unless otherwise directed by the Owner. Coordinate work herein with Section 01 10 00, Description of Work.

#### 1.5 COORDINATED SUBMITTAL SCHEDULES

- A. Within two (2) weeks after receipt of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, each Contractor shall submit, to each other for review and comment prior to submittal to the Contractor for General Construction, a detailed listing of all items to be incorporated within the work, including all items of mechanical and electrical.

This agreed upon information will then be incorporated in the "CPPS" as prepared by the "CGC" in accordance with this Section.

Listing should generally include the following:

- 1. Overall project milestones;
- 2. Proposed products list and status report on material orders.
- 3. Dates of shop drawing/sample submittals;
- 4. Guaranteed delivery dates after shop drawing and/or sample approvals;

5. Date of installation start;
6. Date of installation completion.

1.6 COORDINATED PROJECT PROGRESS SCHEDULE

- A. Within two (2) weeks after receipt of Letter of Intent to Award, Notice to Proceed, and/or Execution of the Contract, but prior to the actual start of the field work, the Contractor for General Construction shall submit to the Architect for his approval the proposed Coordinated Project Progress Schedule giving the information listed below.

In order to complete the "CPPS" each Contractor shall submit to each other for review, comment and time coordination prior to submittal to the Contractor for General Construction, their requirements so as to allow for said schedule to be drawn.

EACH CONTRACTOR SHALL SIGNIFY ACCEPTANCE OF SAID COORDINATED PROJECT PROGRESS SCHEDULE BY SIGNING PRIOR TO SUBMITTAL.

FAILURE OF THE "CGC" TO SUBMIT SAID COORDINATED PROJECT PROGRESS SCHEDULE AND TO OBTAIN APPROVAL THEREOF WILL RESULT IN FORFEITURE OF RIGHT OF PAYMENT UNTIL SAID SCHEDULE IS APPROVED.

SHOULD SUCH FAILURE BE CAUSED BY THE LACK OF COOPERATION ON THE PART OF ANY CONTRACTOR, SAID CONTRACTOR WILL BE PENALIZED BY FORFEITURE OF RIGHT OF PAYMENT AS WELL AS BEING HELD RESPONSIBLE FOR ANY DELAYS AND RESULTANT COSTS AS OUTLINED IN THE GENERAL CONDITIONS THAT MAY ACCRUE UNTIL SUCH PARTICIPATION IS FORTHCOMING AND SAID SCHEDULE IS APPROVED.

The minimum information contained within the required project progress schedule shall consist of -

1. The estimated dates the various classes of work included in the Schedule of Values will be started and completed.
2. The estimated percentages of completion to be obtained and the total dollar value of the various classes of said work projected to the end of each calendar month until substantial completion.

Calculations shall be based upon - work in place; materials on site and not installed; materials fabricated and stored under suitable conditions and insured to full value in a manner satisfactory to Architect and Owner; and such other items as may be agreed to among the Contractor, Architect, Construction Manager and Owner.

3. The estimated delivery and installation dates of the major pieces of equipment to be furnished and installed by the Contractor.

4. The estimated projected progress of work that will be performed away from the job site.
  5. A delineation of the work that will be performed by the Contractor's own forces and by his Subcontractors.
  6. The estimated calendar dates on which all the work under the contract will be completed and ready for substantial completion and final inspections.
- B. The Coordinated Project Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation, and leading to a reasonable certainty of Substantial Completion by the date established in Section 011000.

The "CPPS" will be reviewed by the Architect and Construction Manager for compliance with the requirements of this article and will be accepted by them or returned to the "CGC" for revision and resubmittal.

In the event that said schedule is returned, each contractor shall participate in the revision, as required, to prepare same for resubmittal.

Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been submitted to the Architect and Construction Manager and approved by both parties.

- C. As the work progresses, an up-to-date copy of the "CPPS" with the actual percent completion of the various classes of the work indicated in red shall be submitted by the "CGC", with input from each Prime Contractor, to the Architect and/or Construction Manager during the first week of each calendar month. (Distribution to be established as part of "preconstruction meeting".

Each Prime Contractor shall sign the monthly schedules as a prerequisite to the requisitioning process.

The "CPPS" may be adjusted and revised to meet unforeseen job conditions, but such changes shall, at all times, be approved by the Architect and the Construction Manager.

- D. A copy of the "CPPS" shall be available at all times at the job site for the inspection and guidance of other Contractors, Subcontractors and Vendors engaged on any construction phase of the project.

It shall be the responsibility of Each Contractor to ascertain that all his Subcontractors, Vendors and Material men periodically consult the Schedule so that their work schedule shall be maintained in conformance with his own.

It shall also be the responsibility of Each Contractor to periodically consult the Job Progress Schedules of any other Contractors that may be engaged on any separate construction of the project, so that undue delay in progress on their part shall not delay the work of the other Contractors.

- E. AN UP-TO-DATE COPY OF COORDINATED PROJECT PROGRESS SCHEDULE MUST BE ATTACHED TO MONTHLY REQUISITION IN ORDER FOR PROCESSING TO BEGIN.

INCOMPLETE REQUISITIONS WILL BE REJECTED.

1.7 BREACH OF CONTRACT

- A. The Contractor's failure to comply with any requirement called for in subsections 1.04, 1.05 and 1.06 above shall constitute a material breach of the Contract, and the Owner shall have the right to and may terminate the Contract, provided, however, that the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

- 1.8 TIME OF COMPLETION – Coordinate with Article 8 of the General Conditions of the Contract for Construction (Section 00 70 00), and Description of Work (Section 011000). A. Notwithstanding the implementation of the Construction Schedule, it is the sole responsibility of the Contractor to complete the Work within a Contract Time which will assure the substantial completion of the Project by the required date.

**\*\*End of Section\*\***