

**SECTION 905 -- PROPOSAL (CONTINUED)**

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO.   1   DATED   7/31/2017        ADDENDUM NO.        DATED         
 ADDENDUM NO.   2   DATED   8/8/2017        ADDENDUM NO.        DATED       

Number	Description
1	Revised Table of Contents; Revised NTB No. 2; Added NTB No. 8; Deleted NTB No. 15; Revised NTB Nos. 161, & 170; NTB No. 245 replaces NTB No. 17; Added NTB No. 296; Revised Bid Items; Revised or Added Plan Sheet Nos. 2-3, 9-11, 21-22, 59, 61, 63, 93, 220, 452, 542, 555, 561, 933-934, 999-1000, 1017, 2028, 8001, 8049, 8055, & 8058; Amendment EBS Download Required.
2	Revised Table of Contents; Add NTB No. 172; Revised SP 907-108-2; Amendment EBS Download Required.

TOTAL ADDENDA:   2    
 (Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
 Contractor

BY \_\_\_\_\_

Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

NH-0008-03(029)/ 102046301000

Rankin County(ies)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
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(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET  
OF SECTION 905 AS ADDENDA)

08/08/2017 09:25 AM

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 172

CODE: (SP)

DATE: 08/08/2017

SUBJECT: Preliminary Baseline Schedule

PROJECT: NH-0008-03(029) / 102046301 – Rankin County

Bidders are hereby advised that the apparent low bidder on this project shall submit a Preliminary Baseline Schedule no later than **Friday, September 1, 2017**. Submission of this schedule will be a requirement for award of the project.

The Preliminary Baseline Schedule shall be a CPM logic driven schedule as described in Special Provision 907-108-2 and shall include the following information:

- A letter designating the Contractor's Scheduler as referenced in Subsection 907-108.03.1.2.
- Project start date and scheduled completion date specified by the Contractor.
- Sequence and interdependence of activities required for completing the project within the contract time specified by the Contractor.
- Start and finish dates for all phases of work shown in the contract.
- Time duration for submittals and approvals.
- Considerations for fabrication of materials.
- The number of working days per week, the number of shifts per day, the number of hours per shift, the holidays to be observed, and a description of how the schedule will account for adverse weather days.

**Bidders are also advised that this Notice to Bidders does not change the requirements set forth in Special Provision 907-108-2 for the baseline schedule which must be submitted and approved prior to starting work.**

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-108-2**

**CODE: (SP)**

**DATE: 08/08/2017**

**SUBJECT: Critical Path Methodology (CPM) of Scheduling**

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 108.03.1 on pages 74 and 75, and substitute the following.

**907-108.03.1--Critical Path Progress Schedules.** These schedules shall be used to plan, coordinate, and manage the work, whether the Contractor's personnel are performing the work or not.

Float is a shared commodity and is not for the exclusive use or benefit of any party. It is available to all parties as needed until it is consumed.

Time is of the essence and the contract time requirement is a key factor for success to both the Department and the Contractor. All time limits stated in the Contract Documents are of essence to the Contract. The purpose of the Department requiring the project schedule shall be to:

- Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of calendar days and all milestones identified by the Contract;
- Assure coordination of the efforts of the Contractor, Department, Utilities, Railroads and others that may be involved in the project;
- Assist the Contractor and Department in monitoring the progress of the work and evaluating proposed changes to the Contract; and
- Ensure that the project is planned for the entire project duration and completed within the contract time as bid.

**907-108.03.1.1--Definitions.** The following definitions pertaining to construction schedules shall apply with respect to all scheduling provisions set forth in the Contract:

- 1) **Activity:** Any task, or portion of a project, that takes time to complete.
- 2) **Baseline Schedule:** The initial CPM schedule representing the Contractor's original work plan, as accepted by the Engineer.
- 3) **Controlling Operation:** The activity within that series of activities defined as the Critical Path, which, if delayed or prolonged, will delay the time of completion of the Contract.
- 4) **Constraints:** Specific limitation placed upon a project schedule to regulate the start or finish dates of a task or activity. Schedule constraints are used to impose limits upon work items to prevent certain activities from being started too early (an activity

should be started no earlier than a specified date) or finished too late (restriction on delay).

- 5) **Critical Path:** The longest path identifying the controlling activities of work.
- 6) **Current Contract Completion Date:** The date for completion of the Contract based on the total number of days, or fixed completion date as specified for full and final completion of the work in the contract documents.
- 7) **Float:** The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any activity or group of activities in the network. See Free Float and Total Float.
- 8) **Fragnet:** A section or fragment of the network diagram comprised of a group of activities.
- 9) **Free Float:** The amount of time an activity can be delayed without delaying the Early Start of a successor activity.
- 10) **Level of Effort Activity (LOE):** support-type project activity that must be done to support other work activities or the entire project effort. It usually consists of short amounts of work that must be repeated periodically.
- 11) **Milestone:** An activity that represents a significant point in time, and may be used to indicate the start or end of a series of related activities and/or contract accomplishment. A milestone has zero original and remaining duration, and does not increase the Contract time.
- 12) **Revision:** A change in the schedule that revises the current contract completion date, adds or deletes activities, or alters activities, sequences, descriptions, calendars, actual dates, or durations.
- 13) **Salient Feature:** An item of work that is of special interest for coordinating the project schedule but may not affect the overall completion of the project.
- 14) **Tabular Listing:** A report showing schedule activities, their relationships, durations, scheduled and actual dates, float, resources, and all log notes where comments are inserted for an activity.
- 15) **Total Float:** The amount of time that an activity may be delayed without affecting the total duration of the project.
- 16) **Update:** The modification of the most current Contractor CPM progress schedule through a regular and periodic (at least monthly) review to incorporate actual progress to date by activity. Update shall indicate changes to the activity's percent complete, actual start and actual finish dates.

**907-108.03.1.2--Baseline Schedule and Narrative Submittal, Presentation, Revision and Acceptance.** The Contractor shall provide the Baseline Schedule to the Engineer at least 30 calendar days prior to the notice to proceed. The Engineer will review the Baseline Schedule per Subsection 108.03.1.6 and notify the Contractor of its acceptability. The Contractor will not be allowed to start work until the Baseline Schedule has been approved by the Engineer. No time extension shall be considered for the Contractor's failure to submit an approvable Baseline Schedule by the beginning of contract time.

At a time agreeable to the Engineer, the Contractor shall conduct a Baseline Schedule Presentation Meeting within seven (7) calendar days after submitting the proposed Baseline

Schedule. The purpose of this meeting is for the Contractor to present the Baseline Schedule. The following is a minimum to be covered at the joint review of the schedule:

- Work Breakdown Structure (WBS)
- Sequence of work – step through the schedule activity by activity
- Resources – to include crews and production rates used
- Longest path Review
- Use of Constraints
- Salient Feature Item Review (Railroad at Cleary Road and the Engineer reserves the right to add additional items)

The Contractor shall designate in writing an individual, referred to hereafter as the Scheduler, to create and maintain the project schedule. The Scheduler shall be proficient in CPM development and analysis of resource, and shall be able to perform the required tasks using the specified software. The Scheduler shall be present, in person or via tele-conference at the discretion of the Engineer, at all CPM update meetings and made available for discussion or meetings when requested by the Engineer.

**907-108.03.1.3--Criteria for Acceptance of Baseline Schedule.** The Engineer will accept a schedule based on the following:

- Baseline Schedule Presentation review meeting
- Conformance with Subsection 108.03.1.6 and any other contract requirements.

The Engineer's acceptance of a schedule:

- Does not modify the Contract.
- Does not constitute endorsement or validation by the Engineer of the Contractor's activity logic, activity durations, or assumptions in creating the schedule.
- Does not guarantee that the project can be performed or completed as depicted in the schedule.
- Does not relieve the Contractor of its obligation or responsibility to submit complete and accurate information.

If the Contractor or Engineer discovers an error after the Engineer has accepted a schedule, the Contractor shall correct the error in the next schedule submission.

**The Contractor will not be allowed to start work until the Baseline Schedule has been approved by the Engineer.**

Following the Baseline Presentation Meeting, the Engineer's review of the schedule will not exceed 10 calendar days. The Engineer will provide the Contractor with one of the following responses within 10 calendar days after the Presentation Meeting:

- 1) Approved, no exceptions taken;
- 2) Approved-as-Noted; or

3) Revise and Resubmit within five (5) calendar days

The Contractor shall not assume that approval of the Project Schedule relieves the Contractor of its obligation to complete all work within the Contract Time.

**907-108.03.1.4--Blank.**

**907-108.03.1.5--Baseline Schedule.** The Baseline Schedule, shall incorporate any and all comments provided by the Engineer at the Baseline Schedule Presentation Meeting and subsequent comments following submittal of the Baseline Schedule. The Baseline Schedule shall have a data date of the effective date of the Notice to Proceed and shall not include any work prior to that date. The Baseline Schedule shall be accompanied by a Baseline Schedule Narrative as described in Subsection 907-108.03.1.7.

The Baseline Schedule shall depict how the Contractor plans to complete the work of the Contract and shall show all those activities that defines the Critical Path. The scheduled time for each activity shall be reasonable, depicting a realistic time to perform the activity. The Baseline Schedule shall provide for the adequate planning of the project, as well as the Engineer's monitoring and evaluation of progress and analysis of time impacts. The Contractor shall not attribute any negative float to any activity depicted on the Baseline Schedule.

**907-108.03.1.6--General Requirements Regarding Schedules.** The Baseline Schedule and all schedules submitted thereafter by the Contractor shall comply with the following requirements.

All schedules shall be created, updated and provided in Primavera Project Planner (P6) and shall comply with (1) any and all interim target dates and/or milestones specified by the Contract; (2) all constraints, restraints or sequences specified by the Contract; and (3) the number of days set forth in the Contract for completion of the work. The Contractor shall calculate the schedule using the retained logic scheduling option.

All schedules submitted to the Engineer shall be depicted graphically by network diagrams. The Contractor's network diagrams shall be time-scaled to show a continuous flow of information from left to right. The critical path shall be clearly and graphically identified on the network diagrams.

Duplicate sets of all required schedules within this specification shall be submitted on either CD-ROM or flash drive.

All network diagrams prepared by the Contractor shall be organized in a logical fashion. The activities shown on the diagrams shall be sorted and grouped per work structure, with the work covered by each Contract Item separately designated by distinct schedule activities.

The Contractor's coding for each activity shall remain constant throughout the duration of the contract. The Engineer has the authority to require the Contractor to utilize additional filters, layouts or activity codes to be able to further categorize, group or summarize the activities.



Furthermore, the network diagrams shall indicate all submittals and off-site material testing required by the Contract, and the submittals shall be sub-grouped by category.

All schedules shall identify, at a minimum, the following activities:

- Identification of utility relocations and interfaces as separate activities, including activity description and responsibility coding that identifies the type of utility and the name of the utility company involved, if applicable.
- Identification of all tests, submission of test reports, and approval of test results required under the Contract.
- Identification of Punchlist and final clean up required by the Contractor to complete the work.
- Identification of any manpower, material, or equipment restrictions, as well as the specific identification of any activity requiring unusual shift work, such as double shifts, specified overtime, or work at times other than regular days or hours.

Each activity depicting the Contractor's operations at the work site shall have duration of not more than 30 working days and not less than one (1) day unless permitted otherwise by the Engineer. All activities shown in the schedule, with the exception of the first and last activities, shall have a minimum of one predecessor and a minimum of one successor activity.

The Schedule shall be labor and equipment resource loaded, indicating resource allocations for each type of labor craft and each equipment class with respect to each and every activity indicated in the schedule. The resource loading shall include sufficient labor and equipment to properly execute the activity with respect to the Original Duration depicted in the Schedule. The Contractor shall optimize and level labor to reflect a reasonable plan for accomplishing the work of the Contract and to assure that resources are not duplicated in concurrent activities.

For each activity in the network, the Contractor shall determine the contract value of the work activity. Administrative activities, MDOT activities and milestones shall have an assigned cost of zero. The summation of the costs of all activities shall be equal to the cost of the project, or the Contractor's approved bid for the construction of the project. These costs are to be incorporated into the schedule and the anticipated daily earnings computed for both early and late starts. These earnings are to be graphically displayed in a time-cost chart ("S" curve).

For each activity in the network, the Contractor shall determine the contract pay item quantity of the work activity. The summation of the pay item quantities of all activities shall be equal to the total of each of the pay item quantities of the project.

Float shall not be considered as time for the exclusive use of or benefit of either MDOT or the Contractor but shall be considered as a jointly owned, expiring resource available to the project and shall not be used to the financial detriment of either party. Any schedule, including the Baseline Schedule and all updates thereto, showing an early completion date shall show the time between the forecast completion date and the Contract Completion Date as "project float".

The Engineer's acceptance of a Contractor schedule shall not constitute a change of any portion of the Contract. Failure of the Contractor to include any element of work required by the Contract in its schedules shall not relieve the Contractor from completing the work within the time limit specified for completion of the Contract. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Engineer, it shall be corrected by the Contractor in regard to the next monthly update or revision of the schedule.

Should the Baseline Schedule or any update thereto show variances from the scheduling requirements of the Contract, the Contractor shall make specific mention of the variations in the letter of transmittal, in order that, if accepted, proper adjustments to the project schedule can be made. Notwithstanding the foregoing, the Contractor will not be relieved of the responsibility for completing all work required by the Contract.

In the event that the Baseline Schedule, or any updates or revisions, show completion occurring prior to the Completion Date and/or interim milestones, the Contractor must demonstrate to the Engineer that the schedule is reasonable, practical and achievable. Moreover, it is expressly understood and agreed that (1) the Contractor shall have no claim for delay, disruption, hindrance, or other impact based on any early completion indicated in the Contractor's schedule(s); (2) a delay is critical if and only if to the extent that the delay extends the completion of the entire work to a date that is beyond the contractually specified date for full completion of the work, regardless of the Contractor's planned early completion; and (3) the contract price includes full compensation for all time-related costs associated with the Contractor working at the project site for the full duration of the time set forth in the Contract, even if the Contractor represents that the Contractor plans to fully finish the work in less than the time established by the Contract for full completion of the work.

The Contractor shall not incorporate any changes or delays to the work in the Baseline Schedule and in all schedules submitted thereafter without the Engineer's approval.

The submittal of all schedules shall also be accompanied by computer-generated mathematical analysis tabular reports for all activities included in the network diagrams. The tabular reports (8½" x 11" size) shall consist of a report detailing the following:

- 1) Activity number and description
- 2) Activity Codes Line
- 3) Original, and remaining durations
- 4) Earliest start date (by calendar date)
- 5) Earliest finish date (by calendar date)
- 6) Actual start date (by calendar date)
- 7) Actual finish date (by calendar date)
- 8) Latest start date (by calendar date)
- 9) Latest finish date (by calendar date)
- 10) Identify activity calendar ID
- 11) Total Float and Free Float, in calendar days
- 12) Percentage of activity complete and remaining duration for incomplete activities

- 13) Detailed Predecessor
- 14) Detailed Successor
- 15) Resources assigned to each activity
- 16) Cost associated with each activity

Unless otherwise specifically noted elsewhere in this special provision, network diagrams and the tabular reports shall be submitted to the Engineer in the following quantities:

- a) 4 sets of the network diagrams on "E" size (36" x 48") sheets
- b) 4 sets of the network diagrams on reduced-size (11" x 17") sheets
- c) 8 copies of all tabular reports (8½" x 11" size)
- d) 8 copies of the "S" curve
- e) 2 copies of electronic files of the data and the schedule narrative report on CD-ROM or flash drive.

**907-108.03.1.7--Baseline Narrative Report.** The schedule narrative shall not be considered notification of delays, requests for supplemental agreements, or other issues. The Contractor shall provide a schedule narrative with the Baseline Schedule including the following information and topics as laid out:

- General description of the workflow and plan for completing the project.
- A timeline illustrating the MOT (Staging) plan according to bid documents; including key milestone dates.
- A description of the longest path.
- Subcontractors, equipment (full and part time noted), monthly crew staffing plan
- List of completion dates for all phases and milestones.
- Discussion of project calendars used in the CPM which shall include, but not limited to, the following: The work days per week, the number of shifts per day, the number of hours per shift, and the holidays to be observed, and a description of how the schedule accounts for seasonal consideration for weather affected activities.
- Activities requiring coordination with the Department, utilities if necessary, other parties, railroads, etc. (external constraints).
- Attachment defining each crew completely, describing the equipment including number and type, required to carry out the work. The number of crews is to be defined by the Contractor. It is expected that a sufficient number of crews will be developed to correspond to the Contractor's plan to complete the project within the time specified. At a minimum, include a list containing a legend for all abbreviations / acronyms.
- Identification of salient feature name, responsibility for salient feature work, and duration/logic usage in schedule.

The Baseline Schedule Narrative Report shall describe, in a narrative fashion, the logic of the schedule. It shall identify the critical path and other areas of schedule delay risk. The narrative shall include a listing of all decision/approval points in the schedule.

**907-108.03.1.8--Monthly Schedule Progress Meetings.** The Engineer, Contractor, and Scheduler shall hold monthly progress meetings to discuss, among other things, (1) the near-term

schedule activities; (2) the current status of as-Built documentation, RFI's, Contractor Daily Reports, Quality Control, submittals, correspondence, and Supplemental Agreements; and (3) Jobsite safety, cleanup, traffic control, and coordination issues. Furthermore, the meeting shall address any long-term schedule issues and discussion of any relevant technical issues. The Contractor shall develop a look-ahead schedule identifying the previous month, current month and a month look ahead. The Contractor's look-ahead schedules shall provide sufficient detail to address all activities to be performed and to identify issues requiring action or input by MDOT. Twenty-four (24) hours prior to the monthly progress meetings, the Contractor shall furnish the look-ahead schedule in hard copy and electronic format to the Engineer for review.

No later than two (2) days prior to the Monthly Progress Schedule Meeting, the Contractor shall furnish a list of critical items relating to the look-ahead schedule. During the meeting the parties will jointly determine whether additional items need to be listed, the priority of items, the parties responsible for resolving the critical item and the scheduled resolution date. The updated list will be distributed with the monthly meeting minutes. **Nothing herein shall be construed to excuse the Contractor's obligation to timely provide either a Notice of Delay or a Notice of Potential Claim as required by the Standard Specifications.**

**907-108.03.1.9--Monthly Update Schedules.** The Contractor shall regularly update the approved Baseline Schedule to reflect the current status of the project. No later than five (5) days following the estimate cut-off date, the Contractor shall submit a Monthly Update Schedule to the Engineer. The update shall include all information available and status of the project as of the estimate cut-off date, or such other date as established by the Engineer. All Monthly Update Schedules described below shall comply with the requirements indicated above.

Each Monthly Update Schedule shall reflect all as-built activities performed as of the effective date of the update schedule. The Monthly Update Schedule shall include the period from the last update to the effective date and for the remainder of the project. The current period's activities shall be reported as they actually took place. In the updated schedule, the Contractor shall indicate the actual dates that activities were started, completed, or split. Ongoing activities shall have an indication of the percent complete and the remaining duration to complete such activities.

Portions of the schedule on which activities are complete need not be reprinted and submitted in subsequent updates. However, the electronic file of the submitted Monthly Update Schedule and the related reports shall constitute a clear record of the actual progress of the work from the effective date of the Notice to Proceed to the effective date of the update, as well as the projected future work up to final completion of the project.

The Monthly Update Schedule, and any other relevant information available, will be used to determine the effect of any contemplated or actual changes or delays to the work.

**907-108.03.1.10--Monthly Narrative Reports.** The Monthly Narrative Report shall describe the physical progress of work performed by the Contractor during the report period. In addition, the report shall indicate the Contractor's plans for continuing the work during the forthcoming report period, actions planned to correct any negative float, and any delays or problems and their

estimated impact on the contract completion date for the project. In addition, the Contractor shall include for consideration by the Engineer, alternatives for possible schedule recovery to mitigate any potential delay. The report shall follow the outline set forth below:

- 1) Contractor's Transmittal Letter
- 2) Work completed during the report period
- 3) Description of the current critical path of the schedule
- 4) List of any and all delayed activities
- 5) Status of the Contract Interim Milestone and Contract Completion Dates
  - a) On schedule
  - b) Ahead of schedule and number of days
  - c) Behind schedule and number of days
- 6) Listing of any changes to the schedule activities or logic

Narrative reports containing non-factual, subjective statements, judgments or opinions, which appear to assign responsibility or to make conclusions as to excusability, responsibility, or compensability for delays shall be cause for rejection of the narrative report.

On a monthly basis, and on a date to be determined by the Engineer, the Contractor shall meet with the Engineer either in person or via teleconference to review the Monthly Update Schedule and the Schedule Narrative Report. The Engineer will be allowed five (5) calendar days after the meeting to review and accept or reject the Monthly Update Schedule and the Schedule Narrative Report. Rejected schedules and/or reports shall be revised and resubmitted to the Engineer within five (5) calendar days, at which time a new 5-calendar day review period by the Engineer will begin. All efforts shall be made between the Engineer and the Contractor to complete the review and the approval process prior to the cut-off date for the next update schedule. To expedite the process, a second meeting between the Engineer and the Contractor may be held, as determined to be necessary by the Engineer.

**907-108.03.1.11--Schedule Revisions.**

**907-108.03.1.11.1--Contractor Proposed Revisions.** Once the Baseline Schedule is accepted, the Contractor shall not make any revisions to the schedule without first obtaining the approval of the Engineer.

Possible revisions to the Baseline Schedule include, but are not limited to, changes to the logic and sequence of the activities depicted in the schedule; changes to the duration of a particular activity; and addition or deletion of activities to be included with the schedule.

The Contractor's request to revise the approved Baseline Schedule shall be made in writing. The request shall set forth the reasons for the change and the proposed revisions to the activities, logic and duration of the approved schedule. In addition, the Contractor shall submit a schedule analysis showing the effect of the revisions on the entire project. The analysis shall include the following:

- An updated schedule that does not include the proposed revisions. The schedule shall have a data date just prior to implementing the proposed revisions, and the schedule shall indicate the current contract completion date;
- A revised schedule that includes the proposed revisions. The schedule shall have the same data date as the updated schedule, and the schedule shall indicate the current contract completion date;
- A narrative explanation of the revisions and their impact to the schedule, including any revised resource allocations for the activities depicted in the two schedules; and
- Computer files of the updated and revised schedules, on duplicate sets of CD-ROMs or flash drive.

The Engineer will be allowed seven (7) calendar days to consider the Contractor's request for revision to the approved schedule. Should the Engineer accept the proposed revision, the Contractor shall incorporate the revision into the next monthly update of the schedule. However, if the Engineer does not accept the proposed revision, the Contractor shall not make any change to the schedule.

The above provisions shall not be construed as a limitation on the Contractor's obligation to accurately reflect the as-built progress of the work with respect to each Monthly Update Schedule. It is expressly understood and agreed that the term "revisions", as used herein shall refer to changes to the schedule with respect to work that will be prospectively performed up to completion of the project.

**907-108.03.1.11.2--Engineer Required Revisions.** Within seven (7) calendar days of the Engineer's request, the Contractor shall submit a revised schedule whenever the Engineer determines that there is a significant change in the Contractor's operations that affects the Critical Path;

If Contractor falls 15 calendar days behind on any critical path activity shown on the Baseline Schedule or it becomes apparent that the Work may not be completed as scheduled or that milestone dates may not be achieved as scheduled, Contractor shall prepare and submit a proposed revised Recovery Schedule demonstrating Contractor's proposed plan to regain lost schedule progress and to achieve Substantial Completion and all Work related thereto and Final Acceptance. After the Engineer accepts the recovery schedule, it will become a part of the Baseline Schedule. The proposed revised Recovery Schedule shall include a narrative demonstrating the resources to be employed and work activities necessary to meet the proposed revision. All costs (including any additional labor costs) to analyze, revise and to incorporate any schedule modification shall be the responsibility of the Contractor. Contractor will prepare and submit the recovery schedule within 10 calendar days after the submittal of the monthly Baseline Schedule update. The Engineer and its representatives shall review the recovery schedule and submit written comments to Contractor within 10 calendar days of receipt of the recovery schedule submittal.

The requirement to prepare a revised schedule is not a directive by the Department to accelerate the work.

**907-108.03.1.11.3--Supplemental Agreements.** Any and all supplemental agreements affecting schedule durations, sequencing, and/or material, or equipment quantities shall be incorporated into the schedule, whether additive or deductive.

A fragnet shall be developed for all potential supplemental agreements. The fragnet and Time Impact Analysis (TIA) shall be submitted for inclusion with the supplemental agreement. Failure to submit a fragnet with the supplemental agreement forfeits any recovery for an associated recoverable project delay at any future date.

Approved supplemental agreements shall be incorporated into the current schedule with the activity(s) clearly identified and reflected as to the supplemental agreement number the items are associated with. Potential time extensions based on supplemental agreements will be analyzed based on the most recent approved schedule, impact to the longest path, and subsequent movement of the current project completion date in accordance with the Extension to Contract Time section of this special provision.

**907-108.03.1.12--Measurement and Payment.** CPM Scheduling will **NOT** be paid for by separate payment. All costs incurred by the Contractor in complying with the above requirements for furnishing the CPM schedule shall be included in other items bid.

Failure to meet the requirements set forth in this special provision will result in the withholding of monthly estimate payments. The first month in which requirements are not met will result in fifty percent (50%) of the monthly estimate being withheld. If requirements are not met for two (2) or more consecutive months, no monthly payment will be made until the schedule requirements are met. This includes but is not limited to monthly updates, narrative reports, recovery schedules, etc.

Monies withheld for failure to meet the requirements of this special provision will be paid on the next monthly estimate after the requirements have been met.

The above process will repeat as often as necessary throughout the duration of the project.

Delete Subsection 108.06.2.2 on pages 82 and 83, and substitute the following.

**907-108.06.2.2--Extensions to Contract Time.**

**907-108.06.2.2.1--Excusable, Non-Compensable Delays.** Excusable, non-compensable delays are unforeseeable and unavoidable delays that are not the Contractor's or the Department's fault or responsibility. The Contractor is entitled to a contract time extension but not entitled to compensation for delay costs associated with an excusable, non-compensable delay. The following are excusable, non-compensable delays:

- 1) Delays due to unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms, tornadoes, or flooded essential work areas that are deemed to unavoidably prevent prosecuting the work,
- 2) Delays due to utility or railroad work when the Contractor is required to alter operations

- due to conflicts, or
- 3) The Contract requires the furnishing of critical materials and the Contractor experiences a delay in delivery because of Federal priorities for defense needs or because of nationwide shortages. Additional contract time may be allowed in an amount equal to the actual lost time resulting from such delay. To obtain additional contract time, the Contractor shall document and file with the Engineer all evidence pertaining to the original agreement with the material supplier or manufacturer. This evidence must indicate that delivery would be made after the time the materials would be needed in the normal sequence of construction operations for incorporation in the work.
  - 4) Delays due to 1) MDOT initiated scope changes, directives or authorized extra work, 2) acts or omissions by MDOT or its duly appointed representative that unreasonably interfere with Contractor's performance and cause delay of work on the critical path of the project, 3) changes in a legal requirement or regulation that becomes effective subsequent to the date of the Contract, or 5) discovery of hazardous materials as set for in Subsection 107.25 not discoverable from a reasonable investigation and analysis of the site prior to bidding.

**907-108.06.2.2.2--Excusable, Compensable Delays.** Excusable, compensable delays are delays that are not the Contractor's fault or responsibility. The Contractor is entitled to a contract time extension and to compensation for delay costs associated with an excusable, compensable delay that affects the longest path. The Department will determine compensation for an excusable, compensable delay. The following are excusable, compensable delays:

- 1) Delays due to an Engineer-ordered suspension,
- 2) Delays due to Subsection 104.02.1 "Significant Changes in the Character of Work" that directly delay the longest path. Compensation will be as allowed under Subsection 104.02.1, or
- 3) Delays due to Subsection 104.02.2 "Differing Site Conditions" that directly delay the longest path. Compensation will be as allowed under Subsection 104.02.2.

**907-108.06.2.2.3--Non-Excusable Delays.** Non-excusable delays are delays that are the Contractor's fault or responsibility or delays that the Contractor could have foreseen or avoided, and weather delays not covered by the events listed in Subsection 907-108.06.2.2.1. Delays due to the Contractor's, subcontractors', or suppliers' insolvency or performance are neither excusable, nor compensable. The Contractor is not entitled to a time extension or compensation for a non-excusable delay.

**907-108.06.2.2.4--Concurrent Delays.** Concurrent delays are separate critical delays that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Contractor is entitled to additional time but not entitled to additional compensation. When a non-excusable delay is concurrent with an excusable delay, the Contractor is not entitled to a time extension or additional compensation.