PART 1- GENERAL

1.1 DESCRIPTION:
The Architect/Engineer of Record (A/E) shall develop a Critical Path Method (CPM Schedule) plan and schedule demonstrating fulfillment of the contract requirements as designated in VA PG 18-15, shall keep the CPM up-to-date in accordance with the requirements of this section and shall utilize the plan for scheduling, coordinating and monitoring work under this contract. Conventional Critical Path Method (CPM) Precedence Diagramming Method (PDM) technique will be utilized to satisfy both time and cost applications. All schedule data and reports required under this specification section shall be based upon regular total float, not relative total float schedules.

1.2 A/E'S REPRESENTATIVE:
A. The A/E shall designate an authorized representative in the firm who will be responsible for the preparation of the CPM Schedule, review and report progress of the project with and to the Project Manager and the Contracting Officer.

B. The A/E's representative shall have direct project control and complete authority to act on behalf of the A/E in fulfilling the requirements of this specification section and such authority shall not be interrupted throughout the duration of the project.

1.3 A/E'S SCHEDULE PREPARATION:
A. To prepare the CPM Schedule, and subsequent periodic updates, which reflects the A/E's project plan, the A/E shall either designate a qualified individual within their firm or engage an independent CPM consultant (CPM Developer) who is skilled in the time and cost application of scheduling using (PDM) network techniques for Design projects, the cost of which is included in the A/E's bid.

B. Within 10 calendar days after award of the contract, the A/E shall submit to the Contracting Officer:
1. The name of the CPM Developer.
2. The Computer Software to be utilized.
3. Sufficient information to show that the CPM Developer has the qualifications to meet the requirements specified in the preceding paragraph.
C. The Contracting Officer has the right to approve or disapprove the designated CPM developer, and will notify the A/E of the VA decision within seven calendar days from receipt of information. In case of disapproval, the A/E shall resubmit another CPM Developer within 10 calendar days for renewed consideration. The A/E must have their CPM Developer approved prior to submitting the Initial CPM Schedule.

1.4 COMPUTER PRODUCED SCHEDULES

A. The A/E shall provide to the VA Project Manager, Contracting Officer and CPM Schedule Analyst, monthly computer processing of all computer-produced time/cost schedules and reports generated from monthly project updates. A hard copy listing of all project schedule changes, and associated data, made at the update and an electronic file of this data. These reports shall be submitted with and substantively support the A/E’s monthly payment request. The Project Manager shall identify the different report formats that the A/E shall provide based upon the monthly schedule updates.

B. The A/E is responsible for the correctness and timeliness of the computer-produced reports. The A/E is also responsible for the accurate and timely submittal of the updated project schedule and all CPM data necessary to produce the computer reports and payment request that is specified.

C. The VA shall report errors in computer-produced reports to the A/E’s representative within ten calendar days from receipt of reports. The A/E will reprocess the computer-produced reports and associated compact disk(s), when requested by the Contracting Officer’s representative, to correct errors which affect the payment and schedule for the project.

1.5 THE COMPLETE CPM SCHEDULE SUBMITTAL

A. Within 45 calendar days after receipt of Notice to Proceed, the A/E shall submit for the Project Manager and Contracting Officer's review; three blue line copies of the complete CPM Schedule on sheets of paper 765 x 1070 mm (30 x 42 inches) and an electronic file, (PDM) format. The submittal shall also include three copies of a computer-produced activity/event ID schedule showing project duration; phase completion dates; and other data, including event cost. Each activity/event on the computer-produced schedule shall contain as a minimum, but not limited to, activity/event ID, duration, predecessor and successor relationships, area code, description, budget amount, early start date, early finish date, late start date, late finish date and total float.
Work activity/event relationships shall be restricted to finish-to-start and start-to-start without lead or lag constraints. Activity/event date constraints, not required by the contract, will not be accepted unless submitted to and approved by the Contracting Officer. The A/E shall make a separate written detailed request to the Contracting Officer identifying these date constraints and secure the Contracting Officer’s written approval before incorporating them into the CPM Schedule. The Contracting Officer’s separate approval of the CPM Schedule shall not excuse the A/E of this requirement. Logic events (non-work) will be permitted where necessary to reflect proper logic among work events, but must have zero duration. The complete working CPM Schedule shall reflect the A/E's approach to scheduling the complete project. The final CPM Schedule in its original form shall contain no contract modifications or changes which may have been incurred during the final CPM Schedule development period and shall reflect the entire contract duration as defined in the bid documents. These changes/delays shall be entered at the first update after the final CPM Schedule has been approved. The A/E should provide their requests for time and supporting time extension analysis for contract time as a result of contract changes/delays, after this update, and in accordance with Article, ADJUSTMENT OF CONTRACT COMPLETION.

B. Within 30 calendar days after receipt of the complete project CPM Schedule, the Project Manager of Contracting Officer will do one or both of the following:

1. Notify the A/E concerning his actions, opinions, and objections.
2. A meeting with the A/E at or near the job site for joint review, correction or adjustment of the proposed plan will be scheduled if required. Within 14 calendar days after the joint review, the A/E shall revise and shall submit three blue line copies of the revised CPM Schedule, three copies of the revised computer-produced activity/event ID schedule and a revised electronic file as specified by the Contracting Officer. The revised submission will be reviewed by the Contracting Officer and, if found to be as previously agreed upon, will be approved.

C. The approved baseline CPM Schedule and the corresponding computer-produced schedule(s) shall constitute the approved baseline schedule until subsequently revised in accordance with the requirements of this section.
1.6 WORK ACTIVITY/EVENT COST DATA

The A/E shall cost load all work activities. The cost loading shall reflect the appropriate level of effort of the work activities/events. The cumulative amount of all cost loaded work activities/events (including alternates) shall equal the total contract price. Prorate overhead, profit and general conditions on all work activities/events for the entire project length. The A/E shall generate from this information cash flow curves indicating graphically the total percentage of work activity/event dollar value scheduled to be in place on early finish, late finish. These cash flow curves will be used by the Contracting Officer to assist him in determining approval or disapproval of the cost loading. In the event of disapproval, the A/E shall revise and resubmit in accordance with Article, THE COMPLETE PROJECT CPM SCHEDULE SUBMITTAL. Negative work activity/event cost data will not be acceptable, except on VA issued contract changes.

1.7 CPM SCHEDULE REQUIREMENTS

A. Show on the CPM Schedule the sequence and interdependence of work activities/events required for complete performance of all items of work. In preparing the CPM Schedule, the A/E shall:

1. Exercise sufficient care to produce a clear, legible and accurate CPM Schedule.

2. Show the following on each work activity/event:
   a. Activity/Event ID number.
   b. Concise description of the work represented by the activity/event. (35 characters or less including spaces preferred).
   c. Performance responsibility.
   d. Duration (in work days.)
   e. Cost (in accordance with Article, ACTIVITY/EVENT COST DATA of this section and less than $99,999 per activity).
   f. Manpower required (average number of men per day).

3. Show activities/events as:
   a. A/E's time required for submittal of drawings.
   b. VA review and approval of drawings, equipment schedules, samples, template, or similar items.
   c. Interruption of VA Medical Center utilities, delivery of Government furnished equipment, project phasing and any other specification requirements.
4. Show activities/events for work for each discipline.
5. Break up the work into activities/events of duration no longer than 20 work days each, except for which the Project Manager and/or the Contracting Officer may approve the showing of a longer duration.
6. Describe work activities/events clearly, so the work is readily identifiable for assessment of completion. Activities/events labeled "start," "continue," or "completion," are not specific and will not be allowed. Lead and lag time activities will not be acceptable.
7. Uniquely number each activity/event with numbers ranging from 1 to 99998 only. The CPM Schedule should be generally numbered in such a way to reflect disciplines, phase or location of the work.

B. Submit the following supporting data in addition to the CPM Schedule, activity/event ID schedule and electronic file(s). Failure of the A/E to include this data will delay the review of the submittal until the Contracting Officer is in receipt of the missing data:
1. The proposed number of working days per week.
2. The holidays to be observed during the life of the contract (by day, month, and year).

C. To the extent that the CPM Schedule or any revised CPM Schedule shows anything not jointly agreed upon, it shall not be deemed to have been approved by the Contracting Officer. Failure to include any element of work required for the performance of this contract shall not excuse the A/E from completing all work required within any applicable completion date of each phase regardless of the Contracting Officer's approval of the CPM Schedule.

D. Compact Disk Requirements and CPM Activity/Event Record Specifications: Submit to the VA (Project Manager and CPM Schedule Analyst) an electronic file(s) containing one file of the data required.

1.8 PAYMENT TO THE A/E:
A. Monthly, the A/E shall submit the AIA application and certificate for payment documents G702 & G703 reflecting updated schedule activities and cost data. The A/E is entitled to a monthly progress payment upon approval of estimates as determined from the currently approved updated computer-produced calendar-dated schedule unless, in special situations, the Contracting Officer permits an exception to this requirement.
B. When the A/E fails or refuses to furnish to the Contracting Officer the information, which, in the sole judgment of the Contracting Officer, is
necessary for processing the monthly progress payment, the A/E shall not be deemed to have provided an estimate and supporting schedule data upon which progress payment may be made.

1.9 PAYMENT AND PROGRESS REPORTING

A. Monthly progress meetings shall be held on dates mutually agreed to by the Project Manager and/or Contracting Officer and the A/E. The A/E shall update the project schedule and all other data required by this section shall be accurately filled in and completed prior to the monthly progress meeting. The A/E shall provide this information to VA three work days in advance of the progress meeting. Job progress will be reviewed to verify:

1. Actual start and/or finish dates for updated/completed activities/events.
2. Remaining duration, required to complete each activity/event started, or scheduled to start, but not completed.
3. Logic, time and cost data for change orders, and supplemental agreements that are to be incorporated into the CPM Schedule and computer-produced schedules. Changes in activity/event sequence and duration which have been made pursuant to the provisions of following Article, ADJUSTMENT OF CONTRACT COMPLETION.
4. Percentage for completed and partially completed activities/events.
5. Logic and duration revisions required by this section of the specifications.
6. Activity/event duration and percent complete shall be updated independently.

B. The A/E shall submit a narrative report as a part of his monthly review and update, in a form agreed upon by the A/E and the Contracting Officer. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities/events and completion dates; and an explanation of corrective action taken or proposed.

C. After completion of the joint review and the Contracting Officer’s approval of all entries, the A/E shall generate an updated computer-produced calendar-dated schedule and supply the Contracting Officer’s representative with reports in accordance with the Article, COMPUTER PRODUCED SCHEDULES, specified.

D. After completing the monthly schedule update, the A/E’s scheduling person shall rerun all current period contract change(s) against the
prior approved monthly project schedule. The analysis shall only include original workday durations and schedule logic agreed upon by the A/E and Project Manager for the contract change(s). When there is a disagreement on logic and/or durations, the CPM Schedule update shall use the schedule logic and/or durations provided and approved by the Project Manager. After each rerun update, the resulting electronic project schedule data file shall be appropriately identified and submitted to the VA in accordance to the requirements listed in articles 1.4 and 1.7. This electronic submission is separate from the regular monthly project schedule update requirements and shall be submitted to the resident engineer within fourteen (14) calendar days of completing the regular schedule update. **Before inserting the contract changes durations, care must be taken to ensure that only the original durations will be used for the analysis, not the reported durations after progress.** In addition, once the final CPM Schedule is approved, the A/E must recreate all manual progress payment updates on this approved CPM Schedule and associated reruns for contract changes in each of these update periods as outlined above for regular update periods. This will require detailed record keeping for each of the manual progress payment updates.

E. After VA acceptance and approval of the final CPM Schedule, and after each monthly update, the A/E shall submit to the Contracting Officer three blue line copies of a revised complete CPM Schedule showing all completed and partially completed activities/events, contract changes and logic changes made on the intervening updates or at the first update on the final diagram. The Contracting Officer may elect to have the A/E do this on a less frequent basis, but it shall be done on a quarterly basis as a minimum.

### 1.10 RESPONSIBILITY FOR COMPLETION

A. Whenever it becomes apparent from the current monthly progress review meeting or the monthly schedule that phasing or contract completion dates will not be met, the A/E shall execute some or all of the following remedial actions:

1. Increase manpower in such quantities and discipline as necessary to eliminate the backlog of work.
2. Increase the number of working hours to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.

B. Prior to proceeding with any of the above actions, the A/E shall notify and obtain approval from the Project Manager and/or the Contracting Officer for the proposed schedule changes. If such actions are approved, the CPM revisions shall be incorporated by the A/E into the CPM Schedule before the next update, at no additional cost to the Government.

1.11 CHANGES TO CPM SCHEDULE AND SCHEDULE

A. Within 30 calendar days after VA acceptance and approval of any updated computer-produced schedule, the A/E will submit a revised CPM Schedule.

B. Contracting Officer's approval for the revised CPM Schedule and all relevant data is contingent upon compliance with all other paragraphs of this section and any other previous agreements by the Contracting Officer or the VA representative.

D. The cost of revisions to the CPM Schedule resulting from contract changes will be included in the proposal for changes in work as specified in Article, FAR 52.243-4 (CHANGES), and will be based on the complexity of the revision or contract change, man hours expended in analyzing the change, and the total cost of the change.

E. The cost of revisions to the CPM Schedule not resulting from contract changes is the responsibility of the A/E.

1.12 ADJUSTMENT OF CONTRACT COMPLETION

A. The contract completion time will be adjusted only for causes specified in this contract. Request for an extension of the contract completion date by the A/E shall be supported with a justification, CPM data and supporting evidence as the Contracting Officer may deem necessary for determination as to whether or not the A/E is entitled to an extension of time under the provisions of the contract. Submission of proof based on revised activity/event logic, durations (in work days) and costs is obligatory to any approvals. The schedule must clearly display that the A/E has used, in full, all the float time available for the work involved in this request. The Contracting Officer's determination as to the total number of days of contract extension will be based upon the current computer-produced calendar-dated schedule for the time period in question and all other relevant information.

B. Actual delays in activities/events which, according to the computer-produced calendar-dated schedule, do not affect the extended
and predicted contract completion dates shown by the critical path in the network, will not be the basis for a change to the contract completion date. The Contracting Officer will within a reasonable time after receipt of such justification and supporting evidence, review the facts and advise the A/E in writing of the Contracting Officer's decision.

C. The A/E shall submit each request for a change in the contract completion date to the Contracting Officer in accordance with the provisions specified under Article, FAR 52.243-4 (CHANGES). The A/E shall include, as a part of each change order proposal, a sketch showing all CPM logic revisions, duration (in work days) changes, and cost changes, for work in question and its relationship to other activities on the approved CPM Schedule.

D. All delays due to non-work activities/events such as RFI's, WEATHER, STRIKES, and similar non-work activities/events shall be analyzed on a month by month basis.

1.13 PROJECT DESIGN SCHEDULE RISK ANALYSIS/MITIGATION PLAN

A. Schedule Risk Analysis – The A/E shall conduct the statistical schedule risk analysis based on the above detailed construction activities in the Day 1 approved diagram, identifying major schedule risk areas and recommended risk mitigation plans as outlined below.

B. The risk analysis shall be conducted by a person or firm skilled in the statistical method of schedule risk analysis based on the (PDM) CPM Schedule techniques for major projects, preferably in the major health care related projects. The cost of this service shall be included in the A/E's proposal.

C. The Contracting Officer has the right to approve or disapprove the Person or firm designated to perform the risk analysis.

1.14 RISK ANALYSIS FORMAT / REQUIREMENTS / SUBMITTALS

A. Risk Analysis Software / Format - Within 45 calendar days after receipt of Notice to Proceed, the A/E shall submit for the Contracting Officer's review; a Risk Analysis software to be utilized, the method of performing the analysis, the format of presenting the data and the reports for VA approval.

B. Conduct Risk Analysis / Submittals - Based on the approved software / format, the consultant shall perform statistical risk analysis on the detailed approved Day 1 diagram. The A/E shall review and utilize any previous Risk analysis based on the “semi-detailed” schedule logic and
schedule to ensure the continuity of previous schedule risk analysis. The A/E’s project manager shall identify the major schedule risk areas and possible risk mitigation strategy/plan and record it in a narrative format, with electronic file submission to VA. The risk analysis exercise shall be performed or updated at least on a quarterly basis or as directed by the VA Contracting officer.

C. The submittal shall include three copies of a computer-produced risk analysis results, predicting the various meaningful probability curves of achieving the contract schedules. It shall also include a detailed narrative list of all major and minor potential and specific schedule and cost risk areas, and a A/E’s recommendations of mitigating the identified risks which must be addressed by the VA Project and Resident engineer teams to maintain the contract schedule.

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