# Division 100 Revisions for Complex Projects JSP-97-06

Delete Sec 105.16.1 through Sec 105.16.2 of the Standard Specifications and substitute the following:

**105.16 Controversies and Claims for Adjustment.**

**105.16.1** The provisions of this section apply to all controversies or claims, as defined, that arise out of or relate to the contracts of which this section or to which these Standard Specifications apply. The exception is DBE obligations of contracts and that program as described in the contract and in 7 CSR 10-8, in which a specific process is provided for certain matters that may be claims, controversies or issues for decision arising from or relating to award, performance and administration of those contracts. It is agreed as a condition of responsiveness of any bid tendered to Commission within the scope of 226.130--1(9),RSMo, that such issues will be adjusted and determined only under those prescribed procedures.

**105.16.1.1** A controversy which relates to a cause for adjustment of time or compensation under the contract will be determined under the applicable provisions relating to that cause for adjustment and claims under this Sec 105.16 including all notice and decision provisions and duty to supply records relating to the matter. Denomination of a claim as a controversy does not relieve either party of any and all duties relating to requests for adjustment of the contract. Controversies will be processed using the same process as a claim.

**Delete Sec 108.4 through Sec 108.4.4 of the Standards Specifications and substitute the following:**

**108.4 Progress Schedules.** The contractor shall submit a progress schedule to the engineer for review at least seven days prior to the pre-construction conference. The progress schedule shall be used to establish the construction operations and to monitor the progress of the work although the engineer's determination of the then major operation or controlling item of work shall always prevail. The progress schedule shall be in the form specified in Sec. 108.4.1, unless the contract contains a different requirement. The progress schedule shall be based on the number of working days, calendar days or other increments as set forth in the contract that the contractor expects to require in completing the project recognizing the capabilities of labor, equipment, arrangements for material, mobilization, shop drawing preparation and approvals, and other relevant items.

**108.4.1 Form and Contents of Progress Schedule.** The progress schedule shall contain an activities schedule chart and written narrative which shall break down into detail the time in working days, calendar days or completion date involved in performing all construction activities for the duration of the project, and shall be in a suitable scale as to indicate the percentage of work scheduled for completion at any time.

**108.4.1.1** The activities schedule chart shall contain:

(a) A bar chart chronologically sequenced and to time scale showing the order, identity and duration of all construction prosecution and preparation activities and the planned starting date of each activity.

(b) The durations represented by a bar shall note periods of planned non-work which exceed three consecutive calendar days and work planned during periods of normal seasonal shutdown or when certain activities are prevented by other provisions of the contract.

**108.4.1.2** The written narrative shall contain:

(a) A description of activities so that work can be measured by working days, calendar days or completion date schedule, and activity dependencies are identified.

(b) A description of each activity identifying the item and location of the work

(c) A description of the activities schedule chart indicating planned work days per week, days allowed for weather, holidays, number of shifts per day, number of worker hours per shift and major items of equipment to be used to perform each activity.

**108.4.1.3** The activities schedule chart and written narrative shall also clearly outline the intended maintenance of traffic, work phasing provided by the contract and such other information as required by the contract or as deemed appropriate by the engineer.

**108.4.2 Preparation of Initial Schedule** . The contractor shall complete development of the initial activities schedule chart and written narrative and present a copy of each to the engineer at least seven days prior to the pre-construction conference.

**108.4.2.1** The construction time, as indicated by the activities schedule chart and written narrative, for the entire project or any milestone, shall not exceed the specified contract time.

If any milestone date or contract completion date is exceeded in the schedule, time estimates on the activities schedule chart must be revised. Following a review of the initial activities schedule chart and written narrative by the engineer, the engineer and contractor shall meet for a joint review, correction and adjustment of the schedule if required.

**108.4.2.2** If necessary this process will be repeated. However, the schedule must be finalized by the contractor within seven days after request for correction and adjustment to the schedule.

**108.4.3 Intent and Cost of Progress Schedules** . The review by the engineer of any progress schedule does not constitute a determination that it is reasonable, that following it will result in timely completion, or that deviation will result in a delayed completion. The progress schedule and any updates provided are not a part of the contract. If the schedule reflects a completion date different than specified in the contract, that does not void the date or working days specified in the contract. If any schedule reflects a completion time earlier than that specified in the contract, the contractor specifically understands that no claim for additional contract time or compensation will lie against the Commission if the work is not completed by the earlier time shown on the schedule. It is the contractor's responsibility to determine the most feasible order of work consistent with the requirements of the contract.

**108.4.3.1** No direct payment will be made for furnishing progress schedules or revisions.

**108.4.3.2** If the contractor fails to comply with the requirement to supply an initial or any

revised progress schedule or if the engineer determines the original or any revised progress schedule does not provide the information required, the engineer may withhold progress payments until a schedule complying with this section has been submitted and reviewed.

**108.4.4 Revised Progress Schedules.** The contractor shall provide a revised progress

schedule, which shall then become the current progress schedule:

(a) When requested by the engineer or required by the contract.

(b) When departure from the existing progress schedule makes it apparent that the project will not be completed in the time provided in the contract.

(c) When the contractor determines that the progress schedule requires revision for any reason.