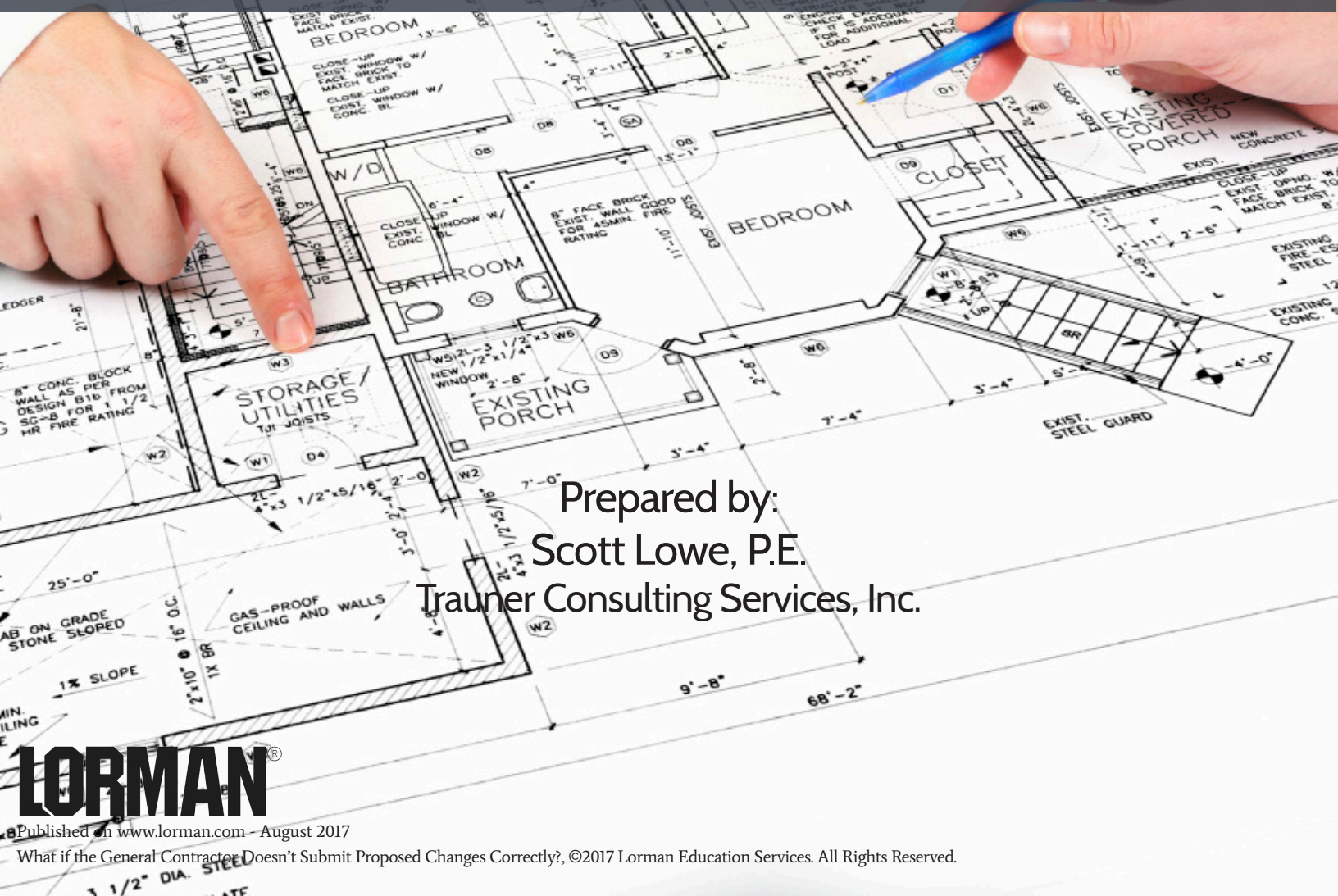




WHAT IF THE GENERAL CONTRACTOR DOESN'T SUBMIT PROPOSED CHANGES CORRECTLY?



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What if the General Contractor Doesn't Submit Proposed Changes Correctly?

by Scott Lowe, P.E.

Question:

What if the General Contractor does not submit proposed changes using a correct time impact analysis, changes are collected together irrespective of their effect on the schedule, and requirements for fragnets are ignored?

Do you have any suggestion on how to make the contractor recognize his obligations to adhere to the contract requirements?

Answer:

Even on big projects, sometimes the contract and schedule don't get pulled out until there is a problem. To me, that makes sense with regard to the contract. The contract is more for handling problems than it is for day-to-day administration.

I'm often surprised by how little project participants know about the contract. However, it's a bit more problematic with regard to the schedule.

Our thumb rule is that if you can keep track of a project in your head, the schedule isn't necessary. Beyond that, however, the schedule becomes more important.

One thing everybody needs to understand is that the schedule matters when it comes to sorting out disputes. That's because contemporaneous documents (the documents prepared as the project work was being performed) often trump oral recollections or analyses prepared after the fact. Contemporaneous documents are often perceived as being less biased and more reliable. Oral recollections are sometimes viewed as having an over-reliance on selective memories.

After-the-fact analyses are often perceived as being biased towards the desired outcomes of the analyst.

With regard to the schedule, here are some things to consider:

The Schedule Is NOT Part Of The Contract

It is a management tool. That's it.

The scheduled completion date of the project is not the contract completion date. The scheduled completion date is the completion date shown by the schedule. The contract completion date is the completion date established by the contract.

Approval of the schedule DOES NOT modify the contract completion date. The contract completion date can only be modified by change order. (At least, this is true for most contracts. You should verify that it's true for your contracts, too.)

That Doesn't Mean That Approval Of The Contractor's Revised Schedule Showing A Completion Later Than The Contract Date Is Risk Free

It isn't. When you approve a schedule showing the contractor finishing later than the contract date, you are saying at least two things:

1. The parts of this schedule that relate to the owner's work are acceptable to the owner and the owner agrees to work to that schedule and
2. The owner will not be terminating the contract for default based on the delays incurred to date.

You are balancing two things:

1. Your desire to understand and your need to verify that the contractor has a workable plan to complete the project
2. Your reluctance to accept a schedule that shows the project finishing outside of the established contractual boundaries

Since the contract date has already past and you haven't terminated, I don't think the latter of these concerns is as significant. That's why I advocate encouraging, reviewing, and ultimately accepting the contractor's revised schedule.

Scott Lowe is a Principal of TRAUNER and is an expert in the areas of critical path method scheduling, construction claim preparation and evaluation, and specification writing. He can be reached at scott.lowe@traunerconsulting.com.

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