



EARLY COMPLETION SCHEDULES - BENEFITS, RISKS & DEFENSES

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INTRODUCTION



- **Contractors typically required to prepare & submit own construction schedules**
- **Responsible for own**
 - **Planning & scheduling**
 - **Means & methods**
 - **Scheduling & preferred logic**
- **Contractor's schedules must meet specified completion date & interim milestone dates**

INTRODUCTION



- **“Time is money”** in construction
 - **And, money in construction is tight**
- **With decreased profitability & tougher competition contractors can no longer include large bid contingencies**
- **Contractors can create schedule contingency & “bank time” by creating early completion schedules**
- **Owners aware that early completion schedules may create potential liability**
 - **Many afraid to accept/approve early completion schedules**

RIGHT TO PLAN EARLY COMPLETION



- Virtually all contracts have contractual completion date
- A **“time is of the essence”** clause common, most contracts have
 - Late completion damages (actual or liquidated damages)
 - Termination for Default clauses
- Contractors control own means & methods
 - Free to plan work to support means & methods
- Unless contract has “complete no earlier than” clause
 - Contractors may plan to complete work early at own risk

RIGHT TO PLAN EARLY COMPLETION



- **Generally, owners & contractors benefit from early completion**
 - **Contractors save money**
 - **Owners obtain benefit of early use of project**
- **But delayed early completion increases owner liability & gives rise to claims**
- **Delayed early completion claims highly controversial in construction industry**

WHAT IS AN EARLY COMPLETION SCHEDULE?



- Early completion schedule =
 - **As planned schedule** showing plan & intent to complete work earlier than required
 - **Or, schedule update** showing completion early
- **Not** all early completion schedules claim traps
- Some legitimate plans to complete early
 - So can bid another job
 - Able to use resources elsewhere
 - To reduce bid in order to win project
 - To capture early completion bonus, or
 - Show early completion if ahead of schedule

WHAT IS AN EARLY COMPLETION SCHEDULE?



- When contractors bid early completion
 - Overhead costs reduced in bid
 - Owner has benefit of bargain of reduced bid cost
- At times, contractors bid full time of performance & later create early completion schedule
 - Use early completion schedule to create schedule contingency
 - Use early completion schedule to drive subs, suppliers & vendors to early dates

WHAT IS AN EARLY COMPLETION SCHEDULE?



- Some early completion schedules owner caused
 - If **no** pre-bid scheduling performed contract time may be unrealistic (too long)
 - During bidding contractors most often assume contract time realistic, rarely perform own pre-bid schedule
 - ❖ Too costly to do during bidding
- Contractors likely to bid full time of performance
 - Then may discover contract time longer than needed & create as planned schedule showing early completion
- Thus, some early completion schedules legitimate while others not

HOW ARE EARLY COMPLETION SCHEDULES CONSTRUCTED?



- Multiple ways to craft early completion schedules
- Shorten activity durations to minimal times
 - Without being so erroneous owners reject schedules
- Create extremely optimistic schedule with respect to productivity, weather, learning curves, etc.
- Overstate selected production rates
 - Especially where rates dependent on soil or rock conditions, water conditions , etc.
 - If owner accepts / approves schedule contractor argues “legitimacy” of rates established in schedule

HOW ARE EARLY COMPLETION SCHEDULES CONSTRUCTED?



- **Understate or schedule owner / designer activities in most optimistic fashion possible**
 - **Delivery of OFCI at earliest possible date**
 - **Schedule submittal reviews & responses = 5 day durations**
 - **Schedule owner inspections on holidays / weekends**
 - **Schedule very short times for start up, commissioning**
 - **Schedule substantial completion very early to stop LDs**
- **Object: Get owner to agree with schedule assumptions**
 - **Later, use “agreed upon” assumptions as basis for delay claim**

HOW ARE EARLY COMPLETION SCHEDULES CONSTRUCTED?



- Ignore, fail to include schedule or logic constraints imposed by contract
 - If schedule accepted / approved without constraints, argue owner waived requirements
- Failure to incorporate material & equipment procurement times (“**Star Trek scheduling**”)
 - Later argue owner responsible for supplier / vendor late deliveries
 - More likely when OFCI equipment & material on project

HOW ARE EARLY COMPLETION SCHEDULES CONSTRUCTED?



- Incorporate logic ties that **artificially** move start of selected activities to shorten overall duration of critical path
- Schedule parallel critical activities (rather than sequential activities) to shorten critical path
 - Create parallel critical paths(?)

LEGAL RIGHT TO COMPLETE WORK EARLY



- ***U.S. v. Blair* (1944)** – early case concerning delayed early completion
 - VA contract for project in Roanoke, VA
 - Blair submitted early completion schedule
 - Completed on time but **later than** planned early date
 - Blair filed delay claim & VA denied
 - U.S. Court of Claims found for Blair but SCOTUS reversed
- Supreme Court acknowledged
 - Contractor has “...**undoubted right to finish his construction work in less time...**” than required
 - As government has **no** obligation to help, no damages

LEGAL RIGHT TO COMPLETE WORK EARLY



- In *Maurice L. Bein, Inc. v. Housing Authority of the City of Los Angeles* (1958)
 - City failed to provide full site access to contractor
 - Delayed contractor's plan to complete early
 - City argued delay should be calculated from contract completion date
 - California Appellate Court ruled contractor's delay damages should be computed from date contractor planned to complete work **not** contract completion date
 - ❖ Found contractor successfully proved it would have completed early **but for** owner caused delay & provided reasonable schedule depicting planned early completion

LEGAL RIGHT TO COMPLETE WORK EARLY



- ***Metropolitan Paving Co. v. U.S. (1963)*** finally established right to complete early & recover delay damages **if** early completion delayed **by owner**
 - Metropolitan contracted with government to perform airfield paving on Air Force base in Roswell, NM
 - Metropolitan completed work on time but claimed government prevented 94 day early completion
 - Government argued Metropolitan completed “**on time**”
 - ❖ Therefore, no delay damages owed &
 - ❖ Had “**...no obligation or duty ... to aid a contractor towards early completion...**”

LEGAL RIGHT TO COMPLETE WORK EARLY



➤ Metropolitan did not recover damages but Court ruled

“While it is true that there is not an ‘obligation’ or ‘duty’ of [the government] to aid a contractor to complete prior to [the] completion date, from this it does not follow that [the government] may hinder and prevent a contractor’s early completion without incurring liability. It would seem to make little difference whether or not the parties contemplated an early completion, or even whether or not the contractor contemplated an early completion. Where [the government] is guilty of ‘deliberate harassment and dilatory tactics’ and a contractor suffers damages as a result of such action, we think [the government] is liable.”

LEGAL RIGHT TO COMPLETE WORK EARLY



- First time any court actually dealt with issue of whether government hires contractor for 300 days
- Court concluded government hires contractor to build a project –
 - Safely
 - Meeting all contract requirements
 - For a fixed cost &
 - Not to exceed contract's time of performance as adjusted by change orders

LEGAL RIGHT TO COMPLETE WORK EARLY



- Contractor's right to complete the work early & recover damages if early completion delayed by owner firmly established
- *Metropolitan* clearly established “**delayed early completion**” or “**early completion delay**” claim
 - Court adopted theory analogous to “*act of prevention*” or “*act of hindrance*” legal theories common in UK
 - That is, if owner actions prevent contractor from completing early, owner liable for resulting damages
- Recovery of damages recoverable when early completion delayed even if finish on time or early

LEGAL RIGHT TO COMPLETE WORK EARLY



- Recovery of damages now recoverable when early completion delayed even if contractor completes **on time** or even **early**
- Subsequently, Courts have found for contractors based on theory they would have completed earlier **but for** actions of owner
 - **Provided that** early completion schedule feasible & achievable &
 - Contractor on track to accomplish early completion

LEGAL RIGHT TO COMPLETE WORK EARLY



- More recent case – *Interstate General Government Contractors v. West* (1993)
- Court established 3 part test concerning proof of early completion claim
 - Notice of intent to complete work early
 - Capability to complete project early
 - Ability to finish project early at time of delay but for owner's actions
- Notice of project delay & requests for time extensions required

CONTRACTORS REQUIRED TO REVEAL EARLY COMPLETION?



- Following *Interstate General Government Contractors* (1993)
 - Owner defenses against delayed early completion claims generally
 - “Contractor never told me about planned completion”
 - “I had no obligation to help contractor complete early”
- But *Jackson Construction, Inc. v United States* (1994)
 - “The contractor is not required to notify the Government of its intent to finish early as ‘it would seem to make little difference whether or not the parties contemplated an early completion’ ...”

CONTRACTORS REQUIRED TO REVEAL EARLY COMPLETION?



➤ Court added important qualifier

- *“The record, however, must contain concrete evidence of the contractor’s intent, such as a bid, estimate, or any other contemporaneous documentation of its planned early completion”*

➤ Court also commented on notice of early completion as element of proof in delayed early completion claim situation

- *“Notice to the Government, while not required, may be sufficient evidence of intent”*

CONTRACTORS REQUIRED TO REVEAL EARLY COMPLETION?



- Raises question – Should a contractor advise owner of plan to complete work early?
- **OPINION: Yes!**
 - Contractor planning to finish work early needs cooperation from owner
 - If early completion plan legitimate, no harm in giving owner notice of early completion
 - Can protect themselves & their plans **better** if they advise owner of intent
 - ❖ If refuse to accept early completion, Ghost Schedule justified

RECENT CASES CONCERNING EARLY COMPLETION SCHEDULES



➤ *Strand Hunt Construction* (2013)

- Strand Hunt proposed to construct facility in Alaska
- Planned to complete work 60 days early
- Had even more aggressive schedule – planned to complete July 1, 2005 vs. September 25, 2005 – 86 days early
- Not notice NTP required project completion by July 1, 2005
- Government used early completion date as contract completion date
- Failed to notice 2 contract modifications listed July 1, 2005 as completion dates
- Project was delayed, not completed until February 14, 2006

RECENT CASES CONCERNING EARLY COMPLETION SCHEDULES



- Strand Hunt sought damages from September 25, 2005
 - What they thought was the contract completion date
- ASBCA ruled Strand Hunt had agreed to the July 1, 2005 contract completion date
 - Lost delayed early completion claim
- But, able to prove government caused delay starting on July 1st to
 - Recover delay damages &
 - Avoid all LDs

RECENT CASES CONCERNING EARLY COMPLETION SCHEDULES



➤ *Gilchrist Construction Company* (2015)

- Gilchrist completed project 130 days early & received early completion bonus
- Gilchrist submitted \$4 million delay claim
- Court allowed Gilchrist to use CPM schedule to prove delay damages
 - ❖ Even though schedule contained projected, not actual, performance quantities &
 - ❖ Project not delayed
- Project actually completed early because contractor changed work sequences & accelerated performance
- Court acknowledged contractor's right to complete early

RECENT CASES CONCERNING EARLY COMPLETION SCHEDULES



- Trial court ruled in favor of Gilchrist
- On appeal, **primary question** was whether Gilchrist proved that it incurred delay damages
 - **Gilchrist claimed delay caused by additional quantities installed**
 - ❖ 40% increase over contract quantities
 - **State paid for additional quantities**
 - ❖ But **no** delay damages
- Gilchrist claimed 180 day delay due to added quantities, delayed early completion, plus acceleration due to State refusal to grant EOT

RECENT CASES CONCERNING EARLY COMPLETION SCHEDULES



- Appellate court upheld idle & stockpiled material costs
- Vacated award of HOOH cost as none actually incurred
 - Gilchrist did complete project on time
- Interesting to note that
 - Award made even though **no** early completion schedule ever prepared
 - Yet, delay damages against early completion date were awarded

PROS & CONS OF EARLY COMPLETION SCHEDULES



➤ Benefits to contractor

- Early completion of project allows contractor to move to other projects
- Reduced costs passed on to owner
- Ability to transfer personnel & equipment to planned future projects
- Early release of bonds
- Decreased insurance costs
- Opportunity to complete successful project with its subcontractors & suppliers
- Satisfied owner (in most cases)

PROS & CONS OF EARLY COMPLETION SCHEDULES



➤ Benefits to owner

- Lower project cost
- Project completed earlier than originally required
 - ❖ **Unless** early completion specifically precluded
- Use of project earlier
- Potential earlier revenue stream from project

PROS & CONS OF EARLY COMPLETION SCHEDULES



➤ Risks to contractor

- Shorter performance period
- Owner may issue change order revising contract date to early completion date
- Places schedule risk on contractor
- Burden of proof that early completion was achievable
- Subcontractors or suppliers added after bid may not be able to support early completion
- Assumptions in early completion schedule may be wrong or compromised by unforeseeable project conditions
 - ❖ **Excusable but non-compensable**

PROS & CONS OF EARLY COMPLETION SCHEDULES



➤ Risks to owner

- Potential delays to accepted / approved early completion date may disrupt organizational planning
- Potential delays to accepted early completion date may disrupt planned revenue stream & negatively impact corporations
- Lack of staff (including design professionals) to support submittal reviews, responses to requests for information, inspections, etc. to support early completion schedule
- Lack of budget to take care, custody, control & operation of facility completed earlier than planned & contracted

CONTRACTOR ADVANTAGES WITH CLAIM ORIENTED EARLY COMPLETION SCHEDULE



- Using early completion schedules, contractors may be able to claim early completion delay & seek delay damages
 - Contend owner actions prevented early completion
 - Use early completion schedule to demonstrate project delay when negotiating owner issued change orders
 - ❖ As early completion schedules have **little** float
 - Likely to use early completion schedules to avoid actual or liquidated damages at end of project
 - ❖ Due to increased probability of demonstrating owner delays

OWNER RISKS IN ACCEPTING / REJECTING EARLY COMPLETION SCHEDULES



- If early completion schedules based on **flaws or games** accepted / approved
 - Potential owner liability for delayed early completion claims increases
- If early completion schedule **legitimate** but rejected by owner
 - Probably lead contractor to create & run project off Ghost Schedule
 - ❖ Secret schedule unrevealed to owner

OWNER DEFENSE VS. PHONY EARLY COMPLETION SCHEDULES



- Can owners protect themselves vs. claims oriented early completion schedules?
- Number of ways to mount defense
- But **all** defenses under control of owner
 - **Must** be put in place during design
 - **Must** be incorporated into bidding documents

PREBID CONSTRUCTION SCHEDULING



- Many early completion schedules caused by **unrealistic** time of completion
 - Contract duration that is **too long**
- Owner & designer should prepare schedule based on 90% design completion
 - Level 1 – Major components of project
 - Level 2 – Major components broken into major systems
- If owner & designer **not** have expertise, employ scheduling consultant

PREBID CONSTRUCTION SCHEDULING



- Well thought out prebid schedule should provide **realistic** time of completion
 - Better than “**guestimate**” that misleads contractors
- Should prevent early completion schedule based on **too much time** in contract
- Should increase owner’s ability to detect claims oriented early completion schedule
- If early completion schedule detected, do **not** reject!
 - Meet with contractor, question early completion plan
 - Then decide what to do

EXCLUDE EARLY COMPLETION SCHEDULES



- In some cases, owners may **not** benefit from early project completion due to –
 - Project financing restrictions
 - Maintenance needs & costs
 - Lack of budget to take over, operate completed project
- If owner in such situation, may stipulate in contract
 - **“If construction completed earlier than adjusted contract completion date contractor responsible for paying all additional financing, operation & maintenance costs for period between early completion & contract completion”**

EXCLUDE EARLY COMPLETION SCHEDULES



➤ May specify in contract...

“The initial project schedule shall extend from notice to proceed to contract completion date ... In event a progress schedule shows completion of project prior to contract completion date, contractor shall identify those activities that have been accelerated &/or those activities that are scheduled in parallel to support contractor’s early completion. Contractor shall specifically address each activity noted in schedule narrative report at every schedule update period to assist owner in evaluating contractor’s ability to actually complete prior to the contract completion date”

EXCLUDE EARLY COMPLETION SCHEDULES



- If use language such as this
- Contractor benefits
 - From reduced costs
 - But only as result of actual acceleration unreimbursed by owner &
 - Contractor can only claim delay damages from contract completion date, not early completion date
- Owner benefits
 - From float created by contractor's better performance

EXCLUDE EARLY COMPLETION SCHEDULES



➤ May specify in contract...

“Where the schedule reflects such an early completion date, the schedule may be accepted by the Engineer with the Contractor’s understanding that no claim for additional Contract time or an increase in the Contract price shall be made by the Contractor as he result of failure to complete the Work by the earlier date shown on the schedule”

EXCLUDE EARLY COMPLETION SCHEDULES



➤ In alternative, may specify in contract...

“Should Contractor intend or plan to complete Work earlier than applicable specific dates or Contract time, Contractor shall give timely notice to Engineer & provide resource (crew sizes, hours, shifts, etc.), equipment, material, production rates, coordination with & agreement by separate Contractors ... & volume & nature of other Work then in progress by Contractor to substantiate Contractor’s plan. City shall have the sole discretion to agree to or reject such early completion plan. Under no circumstances shall City have any implied or direct duty or obligation to agree to or cooperate with Contractor regarding an early completion plan, all such implied & direct duty or obligation being expressly disclaimed. Under no circumstances shall City be liable to Contractor for any direct or indirect damages arising out of or relating to approval or rejection of any such early completion plan and shall not be liable for any damages because of rejection by City of said plan. The intention of this paragraph is to discourage use of early completion plans or schedules & for Contractor’s Work activities to be spread across entire Contract time.”

INTERIM MILESTONE DATES



- Owner & designer should consider use of interim milestone dates in contract
- **Not** interfere with contractor's right to control means & methods
- **Influence** contractor's planning & scheduling
 - Influence construction sequencing
 - Decrease likelihood of claims oriented early completion schedule
- May also consider imposition of contractual constraints or sequencing if needed

INTERIM MILESTONE DATES



- Contractual constraints & sequencing may be necessary **if** –
 - Rehabilitation project that **must** remain fully operational during reconstruction
 - Project with operational security concerns
 - Project where owner needs to take partial beneficial occupancy in certain order
- Can influence proper project planning by setting forth activities that **must** be completed before other activities, etc.

SPECIFY SUBMITTAL RESPONSE TIME



- Contracts frequently fail to specify submittal response time
 - Use language like **“The architect shall review & respond to submittals within a reasonable period of time so as not to delay the work”**
 - What is a **“reasonable period of time”**?
- Using such language, claims oriented early completion schedules frequently insert 5 day submittal review & response times
 - If schedule accepted / approved, 5 day period accepted as **“reasonable period of time”**

SPECIFY SUBMITTAL RESPONSE TIME



- Specify submittal response time – 30 cds (?)
- Schedule specification should require –
 - **All** submittals & submittal response times included in schedule
 - ❖ Allows creation of a submittal schedule
 - ❖ Allows proper planning of submittal, procurement, delivery & installation times
- Avoids artificially shortened submittal response times in schedule
 - Which allows contractors to file delay claims based on late submittal response times

SPECIFY OFCI AVAILABILITY DATES



- If owner specifies OFCI equipment & materials
 - Fertile issue for claims oriented early completion delay claims
- Contractor likely to include OFCI delivery dates on critical path
- May include OFCI delivery dates very early to set up potential delay claim
- To prevent such claims owners should include earliest delivery date OFCI items will be available
 - Require these dates used in baseline schedule

SPECIFY OFCI AVAILABILITY DATES



- Alternative – establish schedule windows for OFCI equipment & materials
 - Establish earliest & latest dates OFCI items available
- Owners at risk of OFCI **not** available by early dates or within schedule window dates
 - But, if coordinate specification dates carefully with OFCI purchase orders or supply contracts, **manageable risk**
- Prevents contractors from capitalizing on OFCI items to create basis of delay claims

JOINT OWNERSHIP OF FLOAT CLAUSE



- Frequent arguments over issue of “**Who owns the float?**”
- Generally,
 - Owner owned float – only if specified in contract
 - Contractor owner float – only if specified in contract
 - Joint ownership of float – default position if contract silent
- One way to avoid need to determine issue in arbitration or litigation

JOINT OWNERSHIP OF FLOAT CLAUSE



- Specify joint ownership of float in contract
 - **“Schedule float is a jointly owned expiring resource to be used on a first come, first come basis ...”**
- Specify that any time between planned early completion & contract completion date is schedule float
 - **Joint ownership of float clause will help fend off delayed early completion claims**

NON-SEQUESTERING OF FLOAT CLAUSE



- Contract should include non-sequestering of float clause
 - “**Float sequestering**” = hide/consume float within schedule
- Indicator of schedule with sequestered float
 - Schedule with single critical path & numerous subcritical paths
- Clause allows owner to reject schedule submittals where contractor has sequestered float

NON-SEQUESTERING OF FLOAT CLAUSE



- **Float sequestration most often accomplished by artificially lengthening selected activity durations solely to consume float**
- **May also use to create artificial critical path**

LIMITED FORM OF “NO DAMAGES FOR DELAY” CLAUSE



- Include provision in Delay clause
 - “The contractor is not entitled to a time extension or any delay damages until all project float is consumed & the scheduled completion date exceeds the adjusted contract completion date”
- Seek competent legal advice on wording & employment of such clause as may not be supportable in all States
- Clause must be properly worded so bidders do not read this as owner owned float
 - If they do, likely to cause artificial scheduling

LIMITED FORM OF “NO DAMAGES FOR DELAY” CLAUSE



- If contractors conclude this is owner owned float likely to –
 - Add substantial contingency to bid
 - Create artificial schedules
- If use this clause, legal counsel **must** harmonize with Delay, Changes, Differing Site Condition & Suspension of Work clauses
 - Prevent conflicts between clauses leading to ambiguity

COMMISSIONING TIME



- Owners generally require contractors commission constructed facility
 - But rarely specify time for commissioning
- To create early completion schedules, contractors may include unrealistically short durations for commissioning
 - May be scheduling game, may be lack of knowledge
 - Schedule acceptance / approval gives credibility
- Owners should involve operating staff to estimate likely duration for commissioning

COMMISSIONING TIME



- Include anticipated commissioning time in planned contract time of performance
- **Include** anticipated commissioning time in commissioning specification
- **Define** what constitutes start up, testing & commissioning in specification
- Specifically **include** start up, testing & commissioning in definition of substantial completion

CHANGE TIME OF PERFORMANCE



- Include clause in scheduling specification
 - “If early completion schedule accepted / approved owner has right to change contract time of performance to match early completion date at no cost to owner”
- Discourages phony early completion schedules
 - If early schedule not real, contractor at risk owner will change contract completion date
- Restores “**schedule balance**”
 - Delay damages & LDs start on same date
- Avoids arguments that owner delayed early completion

CHANGE TIME OF PERFORMANCE



- If receive early completion schedule
 - Analyze for completeness, reasonableness & achievability
 - Compare schedule to schedule narrative
 - Meet with contractor to ask questions, discuss plan
- If owner determines early completion schedule reasonable & achievable, issue \$0 change order modifying time of performance to planned early completion date

EMPLOY QUALIFIED PLANNING & SCHEDULING STAFF



- When initiating new project, **assess** existing in house staff capabilities
- Does current staff have expertise necessary to perform thorough, in depth review of contractor schedules, analyze early completion schedules, etc.?
- If existing staff **lacks** necessary capabilities
 - Train existing staff
 - Hire new staff
 - &/or employ skilled scheduling consultant staff
- Do **not** start complex project with detailed scheduling requirements **without** competent staff

THOROUGH PROJECT ACTIVITY DOCUMENTATION SYSTEM



- Owner must establish & implement daily, thorough project activity documentation system
- Must document
 - Start & completion dates of **all** schedule activities on contemporaneous basis
 - Resources used (labor, equipment, materials, etc.) on each activity
 - Schedule changes & work arounds
 - Potential delay events
 - Annotate daily logs with schedule activity numbers, quantities installed, deliveries, production rates, etc.

THOROUGH PROJECT ACTIVITY DOCUMENTATION SYSTEM



- Recommendation will **not** prevent submittal of claims oriented early completion schedules
 - But, will help defeat early completion delay claims by having accurate, contemporaneous documentation of schedule activities, project events, etc.
- Importance of project documentation
 - “It doesn’t matter what you say happened, it only matters what the documents say happened”
 - “If it wasn’t written down, it did not happen”
- To win a claim, must have better contemporaneous documentation

STAFF TRAINING



- Owners should invest in staff training
 - CPM scheduling
 - Project documentation
 - Claims management
 - Contract administration
 - Project procedures
- Staff does **not** need to become experts
 - But must be **competent** in all aspects of project management to be knowledgeable of & alert to potential claims issues

CONCLUSION



- **Not** all early completion schedules claims traps
 - Many legitimate
 - Owners already reaped benefit of early completion plan
- Early completion schedules must be carefully reviewed
 - If legitimate, reasonable & achievable plan, owner should accept
 - ❖ & modify completion time to match early date
 - Refusal to accept achievable early completion schedules puts owners at risk for
 - ❖ Use of Ghost Schedules
 - ❖ Delayed early completion claims

CONCLUSION



- **However, some early completion schedules are phony**
 - **Owners may employ legitimate defenses to protect themselves &**
 - **Guard against delayed early completion claims caused by claims oriented early completion schedules**
- **Pre-bid scheduling & planning, including appropriate contract defenses in contract are necessary to defend against such scheduling tactics**

CONCLUSION



- **Early completion schedules remain an option for contractors & disputes will continue**
- **But contractors, owners & courts better understand issue now**
- **Industry better equipped to implement & manage early completion schedules**
- **Used properly, early completion schedules can provide benefits for both owners & contractors**
- **But parties should recognize their responsibilities when using early completion schedules**

QUESTIONS?



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