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PRACTICE**

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FORENSIC SCHEDULE ANALYSIS ON A MULTI-PRIME PROJECT

SAMPLE

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FORENSIC SCHEDULE ANALYSIS ON A MULTI-PRIME PROJECT

TCM Framework: 6.4 – Forensic Performance Assessment

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1. INTRODUCTION

Multi-prime contracts introduce additional considerations and may require more in-depth analysis than a single prime contract when determining the causes of delay. Pacing and concurrency may be more important factors to be considered than in a single prime contract delivery system, and individual contractors can be delayed without impacting the overall project completion. Further, delays due to a specific prime contractor can impact the work of other prime contractors regardless of whether the work of those other primes falls on the overall project critical path. This RP will address the various conditions that can occur in a multi-prime environment and the factors that must be considered in a forensic schedule analysis. Calculation and types of damages, as well as disruption or loss of productivity due to delay, are not part of this RP.

This recommended practice (RP) of AACE International identifies the approaches, considerations, and methodologies that an analyst must consider when evaluating the responsibility, causes, and impacts to the project and the various primes. This evaluation will examine how those impacts to the project, program, and the individual prime contractors differ. The same premises can apply to evaluating subcontractor delays and impacts within a single prime contract environment.

This RP is intended to provide guidelines for forensic schedule analysis in a multi-prime environment. These are considered to be good practices and are recommended for use when applicable.

2. RECOMMENDED PRACTICE

A prime contractor is described as the principal (or only) contractor performing a contract for an owner. [1] A prime contractor is typically engaged directly by the owner, although the owner may have a construction manager acting on its behalf (an agency CM). A single-prime contract has one contractor, or a single-prime contractor, who is responsible for the full scope of the project work. In contrast, a multi-prime project has two or more prime contractors directly engaged by the owner, each with a scope of work that represents a part of the overall project. When performing a delay analysis for a project with multiple prime contractors, it is important to understand the owner's responsibilities under this specific type of project delivery method, as well as differences in approach depending upon whether the prime contractors have a common start date.

In multi-prime project delivery methods, owners are directly responsible for ensuring coordination among the prime contractors on the project, dealing with each one on an individual basis. Whereas, in a single-prime contract, the owner engages with only one contractor who typically will issue subcontracts for portions of the work. The multi-prime arrangement can yield cost savings for the owner through direct engagement with these entities. However, the multi-prime arrangement includes the added burden of interfacing with and coordinating the work of multiple parties on the project. Owners will often elect to retain a construction manager as a representative to oversee all the prime contractors on the project.

An owner may choose a multi-prime contract to facilitate an earlier start to the work or to negotiate directly with each contractor to pursue cost savings for the project or program. In the case of a public owner (a state or local government or agency), the owner may be obligated to enter into multi-prime contracts due to legal requirements. While using a single-prime contractor is common across various project delivery methods, the use of multiple prime contractors is often found in the design-bid-build environment. There are essentially two applications of multi-prime project delivery methods:

1. The project has multiple prime contractors working on overlapping performance periods with differing contract start dates, finish dates, and durations. This application is referred to herein as a *variable performance period contract*.

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- The project has multiple prime contractors working on a shared performance period with common contract start dates, finish dates, and durations. This application is referred to herein as a *shared performance period contract*.

In both scenarios, the work is typically divided among several prime contractors by major trade, such as general construction, HVAC, plumbing, and electrical.

Figure 1 illustrates both applications within a single project. The distinction lies in how the contract performance periods are defined, not in how the work is sequenced. Under a shared performance period, every prime holds the same contract start date, duration, and finish date, although the period in which each prime actually performs its work (its schedule performance window) will differ according to the trade sequence established in the overall project schedule.

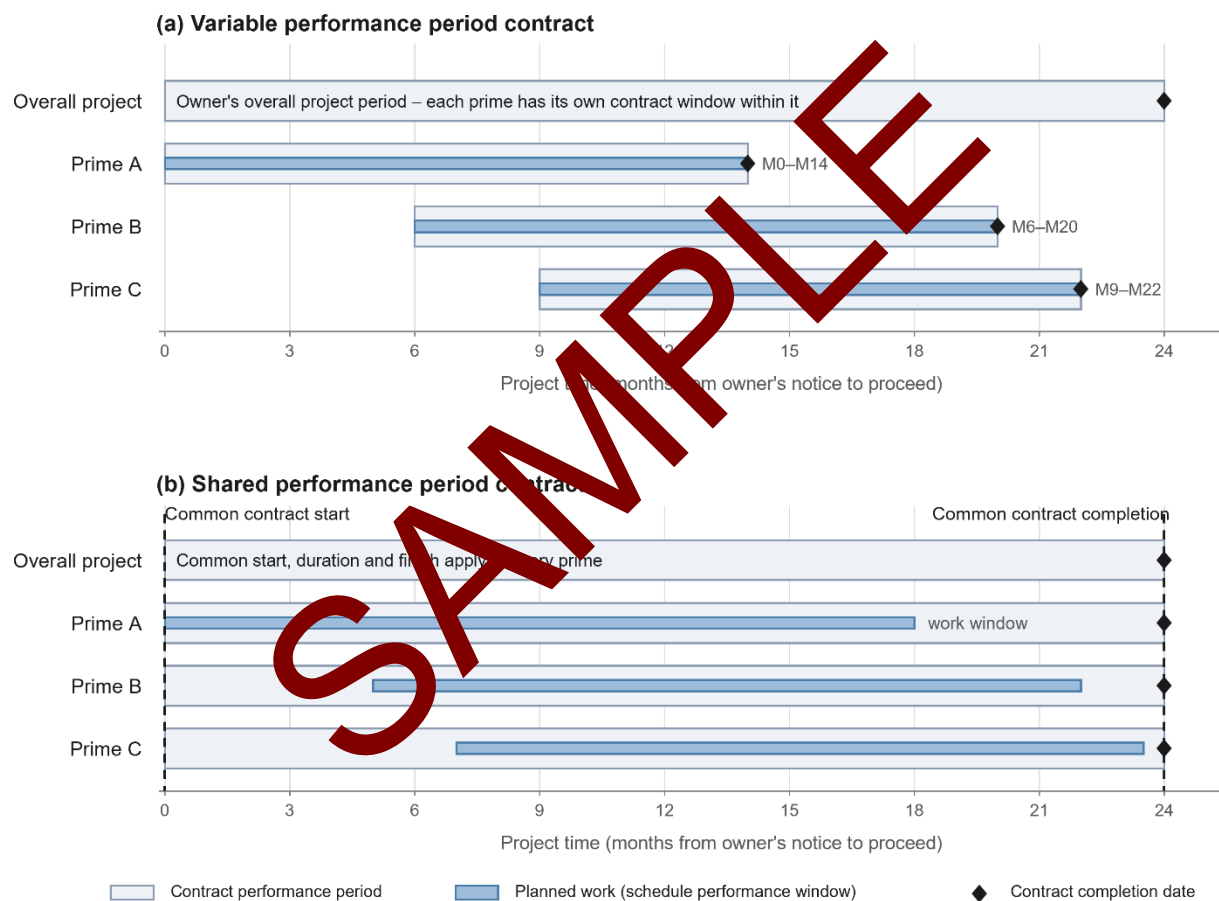


Figure 1. Multi-Prime Applications Within a Single Project: (a) Variable Performance Period Contract and (b) Shared Performance Period Contract

3. THE COMPLEXITY OF SCHEDULE IMPACTS IN A MULTI-PRIME ENVIRONMENT

On multi-prime projects, the owner, either directly or through a construction manager, will typically create and manage the integrated master schedule. Some owners will delegate this function to one of the prime contractors, typically the one with the major scope of work, and expect that contractor to perform work from commencement to completion of the project. Each prime contractor provides input (progress and projections) for incorporation into