



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Corrections
DIVISION OF ADMINISTRATIVE SERVICES
Anchorage Procurement Section

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January 23, 2020

ATTN: All Vendors

RE: ITB# 200003874 – MSPT - Echo Mod Floor Repairs

Addendum #1

CHANGES:

Section 00800, SC11-8 – Delay Damages – Please remove pages 00800-5 and 00800-6 and replace with the attached inserts.

Q&A's:

1- Q: Will the panel section between cell one (1) and two (2) require panel replacement?

A: Yes. See attached drawing with highlighted green area with a 1 next to it. One additional 128" long section as outline in green and with a 1 next to it requires replacement. (See attached drawing)

2- Q: Is a reinforcing metal plate required to replace rusted out areas behind shower stall and inside plumbing chase?

A: Yes. See attached drawing with highlighted blue area with a 2 next to it. Once the existing shower stall is removed any rusted-out wall panel sections require removal to solid metal. A sheet metal patch must be welded in to cover any rusted-out areas on both sides of the wall panel behind the shower stall. Sheet metal patch will be 0.0093" inch minimum thickness with stick welds to secure to existing solid metal wall panel. Metal patch panel will be sanded and primed after install.

3- Q: Will a temporary construction wall be required outside holding cell B leading into Echo mod?

A: Yes. See attached drawing with highlighted pink area with a 3 next to it. A temporary studded wall with 3/4 inch plywood must be installed outside holding cell B leading into Echo mod.

4- Q: Where can tools be stored during non-work hours?

A: One of the cells in Echo mod will be used to store in one of the cells. All tools inventory sheet must be provided to security staff.

5- Q: Will the bottom section seam of the floor panel require a full or stitched weld?

A: A stick weld is acceptable.

6- Q: Do all panel seams on to top (inmate side) require a continuous weld?

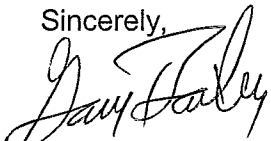
A: Yes. All panel seams on top need the long and short seams fully welded and ground down smooth as outline in Section 07.60.00

7- Q: Does the new shower stall require a stainless-steel ceiling like existing shower stall?

A: Yes. See design drawing A1.2 section 10.21.16 Part 2.1.B.1 were it states walls and ceiling to be 14 GA stainless steel.

End of Addendum #1

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Bailey", written over a horizontal line.

Gary Bailey
Procurement Officer

SC-7.13-WAGES AND HOURS OF LABOR

- A. In paragraph 7.13.3, delete this paragraph in its entirety and replace with the following paragraphs: 7.13.3 Notice of Work and Completion; Withholding of Payment

- A. Within three calendar days of award of a construction contract, the CONTRACTOR Shall file a "Notice of Work" with the Department of Labor and Workforce Development (DOLWD) fees per AS 36.08.045. The CONTRACTOR lists all their Subcontractors who will perform any portion of work on the contract and the contract price being paid to each subcontractor. The primary contractor shall pay all filing fees for each subcontractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each subcontractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. *The "Notice of Work" is available at <http://www.labor.state.ak.us/lss/forms/notice-of-work.pdf>*
- B. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to DOLWD. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall not constitute grounds for an extension of contract time or adjustment of contract price.
- C. Upon completion of all work, the primary contractor shall file with DOLWD a "Notice of Completion" together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after DOLWD's receipt of the primary contractor's notice of completion, DOLWD shall inform the DEPARTMENT of the amount, if any, to be withheld from the final payment. The "Notice of Completion Form" is available at;
<http://www.labor.state.ak.us/lss/forms/not-comp-pub-wrks.pdf>

SC-11.8-DELAY DAMAGES

At General Condition Article 11.8, add the following paragraphs:

- 11.8.1 Liquidated Damages in the amount of (\$1,500.00) (or actual damages) per day from the start of construction demolition and substantial completion shall not exceed 14 calendar days. For each calendar day that the work is not Substantial Completion after the expiration of the Contract Time or Substantial Completion Date has passed, the DEPARTMENT will deduct \$1,500 from progress payments.
- 11.8.2 If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover these sums from the CONTRACTOR, from the Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the DEPARTMENT for its additional administrative expenses incurred due to CONTRACTOR'S failure to complete the work within the time specified.
- 11.8.3 Permitting the CONTRACTOR to continue and finish the work or any part of it after the Contract time has elapsed or the completion date has passed does not waive the DEPARTMENT'S rights to collect liquidated damages under this section."

SC-12.1-WARRANTY AND GUARANTEE

At General Condition Article 12.1, add the following sentence:

"The failure of the DEPARTMENT to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances."

**END OF
SECTION 00800**