



Issue Date: March 8, 2024

ATTN: Vendors

RE: Project Name: ITB Hangar Door Inspections and General Maintenance
Project Number: STWIDE23047
Project Location(s): Anchorage, AK: Bethel, AK: JBER, AK: Juneau, AK: Kotzebue, AK:
Nome, AK

Addendum # Two (2)

This addendum forms a part of the contract documents and modifies the original drawings and/or specifications for the subject work. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence.

The following administrative changes have been made to this ITB:

1. This addendum is being issued to extend the deadline for receipt of bids until September 12, 2023, at 2:00pm Alaska Time.
2. This addendum is being issued to correct an administrative error on the referenced ITB to update the Payment and Performance Bond percentage to reflect **100%**.

Questions and Answers:

1. May we rely on the answers to questions in addendum #3 dated September 6,2023 for the previous solicitation? If not, please provide updated answers to those same questions.
 - A. Below you will find answer to questions 2 through 14 of this addendum asked during the previous solicitation from addendum # 3 of the aforementioned IFQ dated back to the issuance date of September 6, 2023.
2. Do any of the facilities in Bethel, Nome, Kotzebue, or Juneau have lift equipment on site that can be used for inspections? If yes, please state which facilities have lift equipment, the type of equipment available and the working height.
 - A. All Mobile Elevated Work Platform's (MEWP's) must be provided by the contracted vendor. No non-Alaskan State Employee can use DMVA AKARNG FMO lifts, as this provides another level of risk the state cannot be held liable for if injury were to occur.
3. Are all remote facilities (Bethel, Nome, Kotzebue, and Juneau) staffed during regular work hours, Monday-Friday, 8am-5pm?
 - A. Normal operating hours are typically between 8am-5pm, but as these are rural sites coordination with onsite personnel is essential for access. Coordination for access will be made between the contracted vendor and the project manager and then provided to onsite personnel.
4. Is there electrical power and heat on in Bethel, Nome, Kotzebue & Juneau? If no, how is this to be addressed during inspections?
 - A. That is correct. With that being said, our Kotzebue facilities heat, and power is shut off during the winter months.
5. Is weekend work possible in Bethel, Nome, Kotzebue, and Juneau?
 - A. If work is to be done on weekends, timing will need to be coordinated between the contracted vendor and project manager to assure that, if applicable; overtime pay for onsite personnel will need to be authorized to help assure access is possible.
6. How many doors at each facility are to be inspected?
 - A. Please see list below:
 - i. Bryant Army Airfield – Bldg. 47427: There are two (2) sets of doors required to be serviced.
 - ii. Bryant Army Airfield – Bldg. 47430: There are two (2) sets of doors required to be serviced.
 - iii. Bryant Army Airfield – Bldg. 47431: There are two (2) sets of doors required to be serviced.
 - iv. Bryant Army Airfield – Bldg. 47433: There is one (1) set of doors required to be serviced.
 - v. Bethel Hangar: There are two (2) sets of doors required to be serviced.
 - vi. Juneau Hangar: There is one (1) set of doors required to be serviced.
 - vii. Nome Hangar: There is one (1) set of doors required to be serviced.
7. Is a documented in-house training program acceptable for technician certification? There is no formal training/certification authority known to offeror.
 - A. If there is no state, federal, municipal, or city; rule, regulation, code or law that requires a technician to possess any specific certification, then yes, an in-house training program is acceptable, and a transcript must be submitted to the project manager prior to inspection and/or maintenance for documentation purposes.
8. The Bid Schedule lists annual inspection fees but 1.04(B), Contract Term and Payment Provisions calls for hourly rates for maintenance. Is the maintenance hourly rate to be established at time of bid or only if maintenance work is undertaken?
 - A. Only if maintenance is performed. If maintenance is required to get the equipment functioning and to meet any applicable safety codes, the contracted vendor may charge these services as an hourly rate.

Once work is completed the vendor will submit a quote to the project manager. Once the project manager receives the quote, they will then issue a Work Order. Once a Work Order has been established and sent to the contracted vendor, the vendor must then submit an invoice that reflects the Work Order number.

9. Are O&M and as-built drawings available for each facility to assist in determining the applicable code year for installation set in in 1.03(C)(3), Work Covered by Contract? If yes, how are copies of these documents to be obtained by offeror?
 - A. O&M are available onsite. There are no electronic copies available at this time.
10. Will DMVA provide the “device owner” name, contact information and invoice address in paragraph 1.03(C)(3)? If not, how should that information be obtained?
 - A. Device owner(s) will be DMVA FMO AKARNG. Contact information will be mvafmocontracts@alaska.gov. Invoices shall be addressed to DMVA FMO AKARNG Design & Construction, at 57024 Roosevelt Rd., JBER, Alaska 99505.
11. Paragraph 1.03(C)(5) calls for immediate correction in the case of life and safety, damage to the physical structure, etc. What procedure is to be followed if the correction cannot be immediately done such as replacing parts that must be specially ordered or require replacement of parts that are not available locally?
 - A. If required maintenance cannot be performed due to no available parts on hand and/or the lead time is set for a later date, the equipment will be locked out and placed out of service until repairs can be made. If this does occur, the contracted vendor shall immediately notify the project manager and inform them of the situation.
12. Does the contractor have the right to lock out/tag out hangar doors that pose a safety risk?
 - A. Yes. The equipment will be locked out and placed out of service until repairs can be made.
13. Do any of the facilities have fire suppression systems? If so, which facilities and what kind of system are in place?
 - A. That is correct. All locations excluding our Kotzebue facility have fire suppression systems. These systems are mainly water-based.
14. 1.03(B) What are the current regulations/ requirements for the doors to be inspected by?
 - A. There is no particular regulation or requirement, but it is up to the contracted vendor to ensure inspections and maintenance meet any applicable safety code to ensure compliance while equipment is in use or is not.
15. The Invitation to Bid (PDF page 5), calls for payment and performance bonds at 100% of the contract price. The Bid Form (PDF page 13), last paragraph, calls for payment and performance bonds at 50% of the contract. Bonding company says that it will only issue 100% on P&P bonds. Please confirm that the P&P bond percentage required is 100%.
 - A. Please see updated and attached Bid Form correcting an administrative error on page 5 and 6 of this addendum. This Bid Form will be required to be submitted with interested vendors bid package prior to the deadline for receipt of bids.

16. Please provide the documents or a link to the documents (they do not seem to be in the project manual):
- “Document 01 60 00 – Material and Equipment” (SC-6.9-Substitutes or “Or-Equal Items on PDF p. 114);
and
 - “Section 01 32 00” (SC-15.1-Notification, PDF p. 116).
- A. Please see attached forms below on pages 7 through 19 of this addendum.

Please contact me if you have any questions.

Sincerely

Gavin M. Fairbanks
Building Management Specialist
(907) 428-7187

End of Addendum



STATE OF ALASKA
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

BID FORM

for

Project Name and Number

by

Company Name

Company Address (Street or PO Box, City, State, Zip)

**TO THE CONTRACTING OFFICER,
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS:**

In compliance with your Invitation to Bid dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near _____ Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of _____ sheets, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the State of Alaska, Department of Military and Veterans Affairs as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days, and to complete the work within _____ calendar days, after the effective date of the Notice to Proceed, or by _____, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

Signature of Authorized Company Representative

Typed Name and Title

() _____
Phone Number

() _____
Fax Number

**SECTION 01 60 00
MATERIAL AND EQUIPMENT**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for transportation and handling, storage and protection, substitutions, and product options.

1.02 RELATED REQUIREMENTS

- A. Section 00700 – General Conditions
- B. Section 01 33 23 – Shop Drawings
- C. Section 01 42 19 Reference Standards
- D. Section 01 33 00 - Submittal Procedures
- E. Section 01 45 00 – Quality Control
- F. Section 01 51 00 – Construction Facilities
- G. Section 01 60 00A – Substitution Request Form
- H. Section 01 73 00 – Execution Requirements

1.03 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Immediately on delivery, inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.04 STORAGE AND PROTECTION

- A. Handle and store materials for construction, products of demolition, and other items to avoid damage to existing buildings, and infrastructure. All materials stored or staged on the roof shall be properly covered and anchored to prevent materials from being blown off the roof. Do not overload the structure.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter. Cover such material to prevent material from being blown or transported away from the stockpile.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.05 SUBSTITUTIONS

- A. Substitutions for roofing systems shall be allowed during Bidding. Substitution Requests shall be submitted to the DEPARTMENT for review by 4:00 p.m. June 22, 2015. Submit Request via email to Project Manager Andrea Morton at email address andrea.morton@alaska.gov
- B. Only one request for substitution of roofing systems will be considered for each product from each Prime Bidder/CONTRACTOR. When substitution is not accepted, Prime Bidder/CONTRACTOR shall provide specified product. When substitution is accepted, the DEPARTMENT will identify the accepted roofing system in an addendum.
- C. DEPARTMENT will consider requests for Substitutions on remaining materials only within 90 days after date established in Notice to Proceed.
- D. Substitutions may be considered after bidding when a Product becomes unavailable through no fault of the CONTRACTOR.
- E. Document each request with complete data substantiating compatibility of proposed Substitution with Contract Documents.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.06 SUBSTITUTION REQUEST SUBMITTAL PROCEDURE:

- A. Submit Request for Substitution electronically for consideration on Substitution Request form provided by DEPARTMENT (Section 01 60 00-A). Limit each request to one proposed Substitution.
- B. Submit certification signed by the CONTRACTOR: that the CONTRACTOR:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product. List similar projects using proposed product, dates of installation and user telephone number.
 - 2. Will provide an equivalent warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to DEPARTMENT.
 - 4. Waives claims for additional costs or time extension, which may subsequently become apparent from indirect costs.
 - 5. Will reimburse Department for review or redesign services associated with re-approval by Authorities.
- C. Submit shop drawings, manufacturers' product data, and certified test results attesting to the proposed Product equivalence and variations between substitute and specified product. The burden of proof is on proposer.
- D. The DEPARTMENT will notify CONTRACTOR in writing of decision to accept or reject request.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers followed by the term "No Substitutions": use only specified manufacturers, no substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
Submit a request for substitution for any manufacturer not specifically named that meets the description specifications of the named manufacturers.

PART 3 - EXECUTION

Not Used

END OF SECTION

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**SECTION 01 32 00
WORK SCHEDULES AND REPORTS**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Requirements for the preparation and maintenance of the construction progress schedule, recovery schedules, monthly project status reports, two week look-ahead schedules, and daily construction reports.

1.02 RELATED REQUIREMENTS

- A. Section 00700 – General Conditions
- B. Section 00800 – Supplementary Conditions
- C. Section 01 11 13 – Summary of Work
- D. Section 01 26 63 – Change Order Procedures
- E. Section 01 29 73 – Schedule of Values
- F. Section 01 29 76 – Application for Payment
- G. Section 01 31 13 – Job Site Administration
- H. Section 01 31 19 – Project Meetings
- I. Section 01 33 00 – Submittal Procedures

1.03 SUMMARY

- A. Scheduling of Work under this Contract shall be performed by CONTRACTOR in accordance with the requirements of this Section.
- B. Progress Schedule shall be based upon, and incorporate, Contract milestone and completion dates as specified elsewhere.
- C. Definitions
 - 1. Anticipated Progress Schedule - The schedule prepared by the CONTRACTOR including starting and completion dates of the various stages of the Work.
 - 2. Finalized Progress Schedule - The baseline schedule prepared by the CONTRACTOR that shows the sequence and dates in which the CONTRACTOR proposes to perform the work. Once approved, it becomes the basis upon which the CONTRACTOR performs periodic schedule updates.

3. Periodic Schedule Updates - Progress updates to the approved progress schedule, shall occur monthly prior to, and included with, each pay application.
- D. Required Schedules
1. Anticipated Progress Schedule -. The Anticipated Progress Schedule must be early start (Start On) and late finish (Finish On or Before) constrained and logically tied as specified in this Section. The Anticipated Progress Schedule forms the basis for the Finalized Progress Schedule specified herein, and must include all of the required Plan and Program preparations, submissions, and approvals identified in the contract (for example, Quality Control Plan, Safety Plan, Environmental Protection Plan, etc.) as well as, if applicable, design activities, the planned submissions of all early design packages, permitting activities, design review conference activities and other non-construction activities required to complete the Work. DEPARTMENT acceptance of the associated design package(s), if applicable, and all other specified Plan and Program approvals that must occur prior to any planned construction activities by CONTRACTOR. The DEPARTMENT and CONTRACTOR shall meet to discuss the Anticipated Progress Schedule within 10 working days after its submittal. The CONTRACTOR shall make corrections to the schedule necessary to comply with Contract requirements and shall adjust the schedule to incorporate any missing information requested by the DEPARTMENT. The CONTRACTOR shall resubmit the Anticipated Progress Schedule if requested by DEPARTMENT.
 2. Finalized Progress Schedule - Submit the Finalized Progress Schedule for approval within 60 Calendar days after NTP. The schedule shall demonstrate a reasonable and realistic sequence of activities which represent all work through the entire contract performance period. In accordance with Section 00700 - General Conditions, the Finalized Progress Schedule shall be submitted prior to the first progress payment. The DEPARTMENT's review and approval of the Finalized Progress schedule shall be a prerequisite to the application for the second progress payment. The Finalized Progress Schedule shall be at a reasonable level of detail as determined by the DEPARTMENT.
- E. Failure of the CONTRACTOR to meet the requirements of this specification may result in the disapproval of the Anticipated, Finalized, or Periodic Progress Schedule Updates. In the event that the DEPARTMENT directs schedule revisions, and those revisions have not been included in subsequent project schedule revisions or updates, the Contracting Officer may not pay for the applicable activities until such revisions to the project schedule have been made.
- F. Basis for Payment - Inspections of work progress shall be the basis for determining contract earnings during each update period and therefore the amount of each progress payment. The schedule shall be updated to reflect to outcome of these inspections.
- G. Schedules and Reports shall be submitted as specified in Sections 01 32 19, 01 33 00, Submittal Schedule and Submittal Procedures.

- H. Progress Schedule shall be the basis for Two Week Look Ahead Schedule presentation at Weekly Progress Meeting as specified in Section 01 31 19, Project Meetings.

1.04 SOFTWARE REQUIREMENTS

- A. Development of Schedule, Monthly Payment Requests, Schedule Updates, and Project Status Reporting Requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling, using Microsoft Project 2010 or later or Primavera P6 Rel 6.2 or later.

1.05 GENERAL REQUIREMENTS

- A. Develop the Progress Schedule to an appropriate level of detail, as determined by the DEPARTMENT. Failure to develop the Progress Schedule to the appropriate level of detail will result in its disapproval.
 - 1. Activity Durations - Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. No construction activity shall have Original Durations greater than 14 days.
 - 2. Design and Permit Activities - Include design and permit activities with the necessary conferences and follow-up actions and design package submission dates.
 - 3. Procurement Activities - Include activities associated with the submittal, approval, procurement, fabrication and delivery; of critical materials, equipment, fabricated assemblies and supplies. This will include all procurement activities that will have a direct impact on construction activities. Additionally, include activities on all long lead materials, equipment, fabricated assemblies and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 30 calendar days. These activities shall be logically tied to the submission and approval of product info/shop drawings, and the related construction installation activity.
 - 4. Mandatory Task - The following activities, if applicable, shall be included in the initial progress schedule and all updates. The CONTRACTOR shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.
 - a. Submission and approval of design packages.
 - b. Submission and approval of SWPPP
 - c. Long material procurement activities.
 - d. Submission and approval of mechanical and electrical equipment.
 - e. Submission and approval of O&M Manuals.
 - f. Submission and approval of Record drawings.
 - g. Submission of Certificate of Occupancy.
 - h. Submission of Spare Parts & Maintenance Materials.
 - i. Submission of Warranties and Bonds.
 - j. Submission of Keys and Keying Schedule.
 - k. Request for Substantial Completion Inspection as specified in 01 77 00 Contract Closeout Procedures.
 - l. Submission and approval of Testing and Air Balance (TAB) results.

- m. Submission and approval of HVAC commissioning/testing plans and data. (Develop the schedule logic associated with testing and commissioning of mechanical systems to a level of detail consistent with the contract commissioning requirements.)
 - n. Submission and approval of Controls Testing Plan.
 - o. Controls Testing.
 - p. Performance Verification Testing.
 - q. Other systems testing, if required.
 - r. Demonstration and Training
 - s. Final Cleaning.
 - t. Substantial Completion Inspection.
 - u. Substantial Completion.
 - v. Final Completion Inspection.
 - w. Final Completion.
5. DEPARTMENT Activities - Show DEPARTMENT and other agency activities that could impact progress. These activities include, but are not limited to, DEPARTMENT approvals, design reviews, review conferences, release for construction of design package(s), environmental permit approvals by State regulators, inspections, utility tie-ins, DEPARTMENT furnished equipment and Notice to Proceed (NTP) for phasing requirements. Unless otherwise agreed upon by CONTRACTOR and DEPARTMENT, DEPARTMENT approval activities shall be on a 7 day calendar with an Original Duration of 30 days.
6. Contract Constraints and Milestones - The CONTRACTOR shall follow the parameters as specified herein for all schedules
- a. Constraints - The schedule shall have no constrained dates other than those specified herein. Additional constraints may be approved by the DEPARTMENT on a case by case basis. The use of artificial float constraints, such as 'zero free float' or 'zero total float,' are prohibited. Additionally, Mandatory Start, Mandatory Finish, Finish On, and As Late As Possible constraints are prohibited.
 - i. Project Start Date Constraint - The first activity in the project schedule shall have a Start On constraint equal to the date that the NTP was acknowledged.
 - ii. Substantial Completion Constraint - The Substantial Completion activity shall have a Finish On or Before constraint equal to the contractual Substantial Completion Date.
 - b. Milestones - Use of milestone activities shall be held to a minimum. Milestone activities may be used for significant project events including, but not limited to, project phasing, project start and end activities, or interim completion dates. The following are required Milestone activities:

- i. Project Start Date Milestone - The first activity in the project schedule shall be a Start Milestone titled 'Start Project (NTP).'
 - ii. Substantial Completion Milestone - The Substantial Completion activity shall be a Finish Milestone titled 'Substantial Completion DD-MMM-YY.' If the schedule calculates an early finish, then the float calculation for the 'Substantial Completion DD-MMM-YY' milestone shall reflect positive float on the longest path of logic. If the project schedule calculates a late finish, then the 'Substantial Completion DD-MMM-YY' milestone float calculation shall reflect negative float on the longest path. The DEPARTMENT is under no obligation to accelerate DEPARTMENT activities to support CONTRACTOR's early completion. The DEPARTMENT may reject an earlier (advanced) schedule, i.e. one that shows early completion dates for the Contract Milestones.
 - iii. Final Completion Milestone - The last activity in the schedule shall be a Finish Milestone titled 'Final Completion.
7. Original Duration - Activity Original Duration (OD) changes are prohibited unless approved by DEPARTMENT. Remaining duration shall be used to make activity duration changes, after an activity has started, when progressing the project schedule.
8. Negative Lags and Start to Finish (SF) Relationships - Lag durations contained in the project schedule shall not have a negative value under any circumstances. Start to Finish (SF) relationships are prohibited.
9. Retained Logic - Schedule calculations shall retain the logic between predecessors and successors ('Retained Logic' mode) even when the successor activity has started and the predecessor activity has not yet finished (Out-of-Sequence logic). Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ('Progress Override") is not allowed.

B. PROGRESSING THE SCHEDULE

1. Percent Complete – CONTRACTOR and DEPARTMENT shall on a monthly basis review project progress and establish the approved percent complete for each activity started, based upon the realistic assessment of earned value. CONTRACTOR will then update the schedule with Actual Start, Actual Finish, Percent Complete, and Remaining Duration. Activities which are complete but for remaining minor punch list work, and which do not restrain the initiation of successor activities, may be declared 100 percent complete. The Substantial Completion Inspection activity may be declared 100 percent complete upon completion and correction of all punch list work identified during DEPARTMENT Substantial Completion Inspection(s).
2. Remaining Duration - Update the Remaining Duration on any activity that has started but is not yet finished. Remaining Duration should be a realistic assessment of the amount of days remaining to complete that activity.

- C. PROGRESS SCHEDULE SUBMISSIONS - Provide the submissions as described below.
1. Periodic Schedule Updates
 - a. The CONTRACTOR shall update the project schedule on a monthly basis. The updated project schedule shall be submitted to the DEPARTMENT for approval. These submissions will enable the DEPARTMENT to assess CONTRACTOR's progress. If the CONTRACTOR fails or refuses to furnish the information and schedule updates as set forth herein, then the CONTRACTOR shall be deemed not to have provided an estimate upon which a progress payment can be made.
 - b. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to the DEPARTMENT by the CONTRACTOR under this Contract, nor the DEPARTMENT's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, the CONTRACTOR's obligations under this Contract.
 2. Submittal Requirements - Each submittal shall have as its face document a completed DEPARTMENT-furnished submittal summary form. Submittals received from sources other than the CONTRACTOR will be returned to the CONTRACTOR without the DEPARTMENT's review. Submit the following items for the Anticipated Progress Schedule, Finalized Progress Schedule, and every Periodic Schedule Update throughout the life of the project:
 - a. Data CDs - Provide two sets of data CDs or DVDs containing the current project schedule and all previously submitted schedules in the format of the scheduling software. Each schedule shall have a unique file name and use project specific settings.
 - b. Narrative Report - Provide a Narrative Report with each schedule submission. The narrative report is expected to communicate to the DEPARTMENT the CONTRACTOR's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis. Two hard copies of the Narrative Report shall accompany the submittal package. The Narrative Report shall include the following information as a minimum:
 - i. Project number, Date, Data Date, File Name, Update Number
 - ii. Critical Path - Show all activities on the critical path. The critical path is defined as the longest path of logic.
 - iii. Added Activities - Include Activity ID, Activity Name, Original Duration, Calendar, Predecessor(s), Successor(s),
 - iv. Deleted Activities
 - v. Duration Changes
 - vi. Calendar Changes
 - vii. Logic Changes

- viii. Current and Anticipated Delays - Include a description of current and anticipated problem areas or delaying factors and their impacts, whether it/they are the responsibility of the DEPARTMENT or CONTRACTOR, and an explanation of corrective actions taken or required to be taken.
- ix. Scheduler Comments - Explain in narrative form, anything the DEPARTMENT should know or understand as to the reasons for the changes contained herein.

D. REQUESTS FOR TIME EXTENSIONS

Provide a justification of delay to the Contracting Officer in accordance with the contract provisions and clauses for approval within 10 days of a delay occurring.

1. Justification of Delay - The CONTRACTOR shall provide a description of the event(s) that caused the delay and/or impact to the CONTRACTOR's work. As part of the description, the CONTRACTOR must identify all schedule activities that were impacted. The CONTRACTOR must show the event that caused the delay/impact was the responsibility of the DEPARTMENT. Multiple impacts shall be evaluated chronologically; each with its own justification of delay. The sum of all delays shall be cumulative. A time extension shall become part of the project schedule and all future schedule updates upon approval by the Contracting Officer.
 2. Time Extension - The Contracting Officer must approve the CONTRACTOR's justification of Delay including the time impact evaluation before a time extension will be granted. The time extension shall be given in calendar days. No time shall be granted under this Contract for cumulative effect of changes.
 3. Recovery Plan - Should the CONTRACTOR's progress fall behind the approved project schedule for reasons other than those that are excusable within the terms of the contract, the DEPARTMENT may require the CONTRACTOR to provide a written recovery plan to DEPARTMENT for approval. The plan shall detail how progress will be made-up to include which activities will be accelerated by adding additional crews, longer work hours, extra work days, etc.
 4. Artificially Improving Progress - The CONTRACTOR shall not artificially improve progress by simply revising the schedule logic, modifying or adding constraints, shortening activity durations, or changing calendars in the project schedule. The CONTRACTOR shall indicate assumptions made and the basis for any logic, constraint, duration and calendar changes used in the creation of the recovery plan. Any additional resources, manpower, or daily and weekly work hour changes proposed in the recovery plan must be evident at the work site and documented in the CONTRACTOR's daily report.
 5. Failure to Perform - Failure to perform work and maintain progress in accordance with the supplemental recovery plan, may result in an interim and final unsatisfactory performance rating and/or may result in corrective action by the DEPARTMENT in accordance with the contract provisions.
- E. SUBCONTRACTOR AGREEMENT** - Submit for each Subcontractor and supplier on their corporate letterhead, a statement certifying that the Subcontractor or supplier accepts the

CONTRACTOR's Finalized Progress Schedule, and that the Subcontractors' or suppliers' related schedules have been properly incorporated. Include with the certification a copy of each Subcontractors' or suppliers' schedules upon which the proposed Finalized Progress Schedule was built. The certification statements shall confirm that task durations have been correctly included in the Finalized Progress schedule. Failure to provide Subcontractor agreements may result in denial of the progress schedule submission.

- F. DAILY CONSTRUCTION REPORTS - The CONTRACTOR shall, on a daily basis, submit a daily task report to the DEPARTMENT for each working day, including weekends and holidays, when worked. The following shall be included in report:
1. Project name and Project number
 2. CONTRACTOR's name and address
 3. Weather, temperature and any unusual site conditions.
 4. Was this day adversely affected by the weather?
 5. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work implemented by Subcontractors.
 6. Activities Started today.
 7. Activities Completed today.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION