STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

**ADDENDUM NO. 1 TO PROJECT NO. 44707**

**HVAC WORK**

**REPLACE FEEDWATER TANK -**
**POWERHOUSE BUILDING 13**
**ADIRONDACK CORRECTIONAL FACILITY**
**ROUTE 86, RAY BROOK, N.Y.**

February 28, 2014

**NOTE:** This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

## SPECIFICATIONS

1. SECTION 013113 – PROJECT SCHEDULE: Add the accompanying section (pages 013113 – 1 thru 013113 -7) to the Project Manual.

2. SECTION 013119 – PROJECT MEETINGS: Discard the Section bound in the Project Manual and substitute the accompanying Sections (pages 013119 – 1 and 013119 - 2) noted "Revised 2/28/2014".

**END OF ADDENDUM**

Margaret F. Larkin
Acting Executive Director

# SECTION 013113

# PROJECT SCHEDULE

## PART 1 GENERAL

### 1.01 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

A. Summary of Work: Section 011000.

B. Administrative Requirements: Section 013000.

C. Project Meetings: Section 013119.

### 1.02 SUMMARY

A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, and predict and prevent delays to established activities and milestones during performance of the Work.

### 1.03 DEFINITIONS

A. Project: Work to be performed as part of one or more Contracts.

B. Schedule: A comprehensive leveling of necessary procedural tasks, the sequencing of those tasks, and the incorporated resource allocation required to successfully complete the Work by the Project completion date.

C. Activity: A task or grouping of tasks containing an anticipated start-date and corresponding duration, comprising a generalized portion of the Work, that can be identified and measured for planning, coordinating, monitoring, and controlling the project.

D. Milestone: A significant start or finish to Work on the Project defined by both the Director's Representative and the Contractors.

E. Bid Milestones: Milestones or phases identified and included in the Contract Documents to be utilized by the Contractors in developing the Baseline Project Schedule.

F. Spreadsheet: The electronic Excel© file provided to the Contractors for establishing activities, anticipated start, duration, and budgeted cost for Work of the Project.

G. Baseline Project Schedule: The Activities and their prescribed durations recognizing the completion of the Work of the Project in accordance with the Contract duration and approved by the Director's Representative and Contractors.

1. Updates to the Baseline Project Schedule, including but not limited to starts, finishes, and activity percent complete, as agreed upon at the Project Schedule meeting by the Contractors and the Director's Representative, shall be defined as the Project Schedule.
2. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the initial Project Schedule meeting.

H. Resource: Any labor, material, or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.

## 1.04 DEVELOPMENT OF THE PROJECT SCHEDULE

A. An electronic file will be provided at project award to the Contractors and is to be utilized to complete the Baseline Project Schedule. This file is an Excel© spreadsheet exported from the Scheduling Software and requires the completion of four specified columns including activity name, original duration, anticipated start, and budgeted cost.

B. The Contractors will complete the Spreadsheet with information relating to activity naming, duration, anticipated start date, and budgeted cost and submit to the Director's Representative for review prior to the initial Project Schedule meeting.

C. The Director's Representative will schedule the initial Project Schedule meeting within 15 calendar-days of Project Award. The meeting will be conducted by the Director's Representative for review of the Contractors' initial completed Spreadsheet. The mutual agreements reached at this and subsequent meetings form the basis for the Baseline Project Schedule, and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.
1. The Director's Representative will import the Spreadsheet of each Contractor into the Scheduling Software and present the completed Baseline Project Schedule for review prior to the initial Project Schedule meeting.

D. The Contractors will sign the CMU 01 Agreement form (blank included in Document 013113) within five (5) calendar-days of final Baseline Project Schedule review and approval by the Director's Representative. Failure to complete and submit the Spreadsheets, develop the Baseline Project Schedule, and sign the CMU 01 Agreement form will not absolve the Contractors of the scheduling requirements. The Contractors will be required to provide the necessary resources, at no additional charge to the State, to complete the Project in the manner defined by the Director's Representative.

E. A Baseline Project Schedule recognizing early completion will be reviewed by the Director's Representative prior to acceptance.

F. Bid Milestones are to be incorporated into the project schedule.

## 1.05 UPDATING THE PROJECT SCHEDULE

A. Monthly Project Schedule meetings will be held to update the actual start, actual finish, and the percent complete of activities being performed for the purpose of determining the status of construction progress on the updated Project Schedule.

1. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and activity percent complete on a daily basis.
2. The Contractors and Director's Representative will review the documented progress at the Project Schedule meeting prior to incorporating the information on the Project Schedule.
3. Any Contractor failing to progress their Work as outlined in the updated Project Schedule will be informed of their deficiencies and, if required, be requested to provide a recovery option.

B. The Contractors will furnish all schedule information requested by the Director's Representative**.** Any Contractor who fails to furnish accurate information during the Project Schedule meeting will be required to provide all resources necessary to execute the updated Project Schedule based on progress information documented and recorded by the Director's Representative.

C. Project Schedule updates recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

## 1.06 MAINTAINING SCHEDULE

A. Perform the Work in accordance with the Project Schedule and provide resources necessary to maintain the progress of activities as scheduled so that no delays are caused to other Contractors engaged in the Work.

1. Should any Contractor fail to maintain progress according to the Project Schedule, or cause delay to another Contractor, that Contractor shall provide such additional manpower, equipment, additional shifts, or other measures, at their own cost, to bring their operations back on schedule.
2. Performing activities as part of the Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

## 1.07 RECOVERY SCHEDULE

A. Recovery Schedule: When periodic updates indicate the Work is 15 or more calendar-days behind the approved Baseline Project Schedule's Substantial or Physical Completion dates, the Contractors will present recovery options to the Director's Representative to be incorporated into an updated Project Schedule; these include, but are not limited to, allocating additional resources for activity duration reduction or modifying activity sequencing,

B. Any Contractor failing to furnish recovery options to the Director's Representative for a Recovery Schedule within 10 calendar-days subsequent to the monthly Project Schedule update will be required to provide all resources necessary to execute an updated Project Schedule defined by a the Director's Representative .

C. Alterations to the Project Schedule by a Recovery Schedule will require the approval of the Contractors and the Director's Representative.

D. Approved alterations to the Project Schedule by a Recovery Schedule, will constitute the updated Project Schedule.
   1. The updated Project Schedule following the implemented Recovery Schedule will be recognized as the primary baseline schedule for reporting. The Baseline Project Schedule will be retained as a secondary baseline schedule and will be utilized to measure progress against the alterations.

E. A Recovery Schedule recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

## 1.08 RESOURCE ASSIGNMENTS

A. Resources recognizing the budgeted cost associated with all efforts necessary for the completion of a unique activity within the schedule, and the total cumulative cost of the Work of the Project, are to be assigned by the Contractors. All Contractors are responsible for providing the information necessary for assigning resources for the Baseline and Project Schedule; all Contractors are responsible for reviewing the information.
   1. The Contractors may request, in writing, the deletion of resource assignment requirements within this article; resource assignments may be waved only at the discretion of, and by written approval from, the Director's Representative.

# PART 2 PRODUCTS

## 2.01 SCHEDULING SOFTWARE

A. Scheduling Software: Schedule is to be prepared utilizing the Spreadsheet provided by the Director's Representative and developed specifically to interface with the State's schedule program portfolio.
   1. The State's program portfolio utilizes Oracle's Primavera P6©.

## 2.02 SCHEDULE UPDATE REPORTS

A. The Director's Representative will submit the updated Project Schedule within five (5) calendar-days of the Project Schedule meeting utilizing the Scheduling Software.

# PART 3 EXECUTION

## 3.01 PROJECT SCHEDULE

A. The Director's Representative will export a Spreadsheet from the Scheduling Software for the Project. The Contractors are to complete the columns and rows within the form appropriate to the development of the Baseline Project Schedule.

B. The Contractors will determine and define activities applicable to the Work of their Contract and the scope of the Project. Activities are to be appropriately placed within the Spreadsheet as indicated by the Director's Representative.

C. Within 15 calendar-days of Project Award, the Contractor's will submit the completed Spreadsheet to be incorporated for the Baseline Project Schedule, encompassing the Work of the Project from Project Award through Physical Completion. The Contractors and Director's Representative will review the initial project schedule submissions at the initial Project Schedule meeting and complete the Baseline Project Schedule.

D. The Baseline Project Schedule is to be approved and the CMU 01 Agreement Form signed within 30 calendar-days of Project Award. Contractors failing to complete the Spreadsheet, review the incorporated Spreadsheets and Baseline Project Schedule, and sign the CMU 01 Agreement Form may result in non-payment for Work progressing beyond 30 calendar-days subsequent to Project Award.

E. Updates to the Project Schedule will be performed concurrent with Project Schedule meetings.

## 3.02 ACTIVITIES

A. The Contractors are to provide activities which adequately represent the coordinating needs of the Project and scope of the Work.
   1. Each activity will identify the Contractors' anticipated start-date of the task or grouping of tasks, anticipated duration for the activity defined in work-days, and the budgeted cost of the activity.
   2. Activities are not required to realize an interlocking and dependent progression of the Work.

B. The Contractors will identify each activity with a unique Activity Name. No Activity Name will be altered after the Baseline Project Schedule has been approved.

C. The calendar utilized by the Baseline and Project Schedule for each activity will accurately reflect anticipated state and federal holidays as well as work being performed off-hours as defined in the Contract Documents and by the Director's Representative.

## 3.03 CONTRACTORS' OPTION

A. The Contractors may elect, in writing, to utilize computerized software compatible with the Scheduling Software in place of the Spreadsheet. Compatible software options include but are not limited to Microsoft Project Professional©, Asta PowerProject©, or P3©. If the Contractors resolve to utilize

compatible software, one file is to be submitted encompassing the Work of all Contracts, and the selected compatible software file is to be submitted in the proper format for interfacing with the Scheduling Software. The Contractors will notify the Director's Representative, in writing, prior to proceeding with the Contractors' Option.

1. The State will not be responsible for the Contractors' failure to properly review the compatibility properties or the requirements of this and related sections, and will not accommodate files submitted in an improper format.
2. The Contractors will be responsible for complying with all requirements of this and related sections when coordinating the development or update of a Baseline or Project Schedule utilizing compatible software under the Contractors' Option.
3. If the Contractors' elect to utilize compatible software, the Contractors will be responsible for all updating of the Project Schedule, obtaining approval of the updated activities actual start, actual finish, and activity percent complete by the Director's Representative, and submitting the properly formatted file for each update through Physical Completion; under this option, failure to create the Baseline Project Schedule, update the Project Schedule, obtain approval, or failure to submit the properly formatted file may result in withholding of payments.
4. The State will not compensate any Contractor for the selection of this optional article during the compliance of this or related sections.

B. If all Contractors elect to utilize compatible software, the Baseline Project Schedule is to be submitted within the parameters of this section and is to encompass the Work of all Contracts.

1. If any Contractor fails or refuses to provide information for developing the Baseline Project Schedule, or if in the judgment of the Director's Representative the information provided does not adequately reflect the of Work of the Project, all Contractors will be deemed not to have provided the information necessary for development of the Baseline Project Schedule and payments may be withheld.

C. The Contractors are not prohibited from developing a complete Project Schedule encompassing all Contracts utilizing the Critical Path Method.

1. The Critical Path Method is a scheduling process used to plan and coordinate the Project, arranging activities based on logical relationships in order to create a network diagram of interconnected procedures.

**END OF SECTION**

PROJECT NO. _____

PROJECT NAME: _____

REPORT DATE: _____

REPORT NAME(S): _____

_____

_____

_____

It is agreed that the Baseline Project Schedule defined by the above listed computer reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts.

FOR HVAC WORK CONTRACTOR: _____ DATE: _____

FOR DIRECTOR'S REPRESENTATIVE: _____ DATE: _____

# SECTION 013119

# PROJECT MEETINGS

## PART 1 GENERAL

### 1.01 INITIAL JOB MEETING

A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.
   1. A copy of the Facility's current Visitor Identification Policy will be distributed.

### 1.02 PROJECT SCHEDULE MEETINGS

A. Initial and Monthly Project Schedule meetings will be held according to the requirements in Section 013113.

### 1.03 BI-WEEKLY JOB MEETINGS

A. Unless otherwise directed, job meetings will be held bi-weekly at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:
   1. Review job progress, quality of Work, and approval and delivery of materials.
   2. Identify and resolve problems which impede planned progress.
   3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.
   4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.
   5. Maintain sound working procedures.

### 1.04 PRE-INSTALLATION MEETINGS

A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings and approved submittals in preparation for start of a particular activity.

B. The meetings shall be attended by the Director's Representative, a Design Representative and the Contractor's Representative including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.

C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

**1.05 ATTENDANCE**

A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative.

B. The Contractor's Representative shall be a competent supervisor familiar with the work and have authority to act for the Contractor.

C. If the Contractor's Representative fails to attend 2 scheduled meetings without prior approval, the contractor will be directed to replace the current Contractor Representative. Further incidents of non-attendance by the Contractor's Representative, will form the basis for review of the Contractor's responsible bidder status.

**PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION (Not Used)**

**END OF SECTION**