

**Recreation & Parks Classroom Reclamation Project at (4) Schools
BID # 076.23.B4**

**Addendum 1
Date: March 16, 2023**

Items

1. Attached Pre-Bid Meeting Minutes.
2. Attached Pre-Bid Meeting Sign-In Sheet.
3. Attached Pre-Bid Site Visit Sign-In Sheet.
4. Attached Bid Clarification No.1 from DLR Group.

END OF DOCUMENT

Project Name: Recreation & Parks Classroom Reclamation Project at (4) Schools

Meeting Name: Pre-Bid Meeting

Date & Time: March 14, 2023 10:00 AM

Location: Tele-Conference (MS Teams)

Attendees: See Sign-In Sheet

HCPSS Bid Information

Robert Gill (HCPSS) reviewed the bid documents and noted items for Contractors to pay attention to during the bid process.

- All bids are due by 9:00 am on April 11, 2023. The bid opening will be at 10:00 am on April 11, 2023. All bids to be submitted in a PDF format; paper bids will not be accepted. The legal name of the bidding firm is required on all bid documents; name(s) that the firm commonly goes by will not be accepted.
- Bid questions are due by 10:00 am on March 23, 2023. All bid questions are to be sent to Greg Blatt (CBRE) at greg.blatt@turntown.com.
- The project is not wage scale.

Miscellaneous Items

Greg Blatt (CBRE) stated that site visits to the existing schools are scheduled for March 15, 2023. Contractors are to review the lead times in the construction schedule that was included in the bid documents and provide feedback if lead times are different than the schedule indicates. It is recommended to use a low-voltage/technology contractor that has successfully completed previous HCPSS projects for this project.

Questions

All questions need to be formalized and sent to Greg Blatt to be responded to in an addendum.



DLR Group of D.C., P.C.

a District of Columbia professional corporation

701 8th Street NW, Suite 700

Washington, D.C. 20001

March 16, 2023

ADDENDUM NO. 1
TO THE DRAWINGS AND SPECIFICATIONS
FOR

HOWARD COUNTY PUBLIC SCHOOL SYSTEM
BUSHY PARK ES SCHOOL CLASSROOM RENOVATION, DAYTON OAKS ES CLASSROOM RENOVATION,
TRIADELPHIA CLASSROOM RENOVATION, AND ROCKBURN ES CLASSROOM RENOVATION
DLR Group Project No. 56-23102-00

Prepared by:
DLR Group
701 8TH Street NW, STE. 700
Washington, DC 20001

The Drawings and Specifications for the above-named Project, dated March 01, 2023, are modified, amended, and supplemented as set forth in this Addendum, dated March 16, 2023, and shall be taken into account in preparing Bids. The Addendum shall become part of the Contract Documents.

Wherein the Addendum is in conflict with the Specifications and Drawings, the requirements of this Addendum shall govern.

ITEM NO. 1 – REVISIONS TO THE PROJECT MANUAL

- A. The following Specification Sections are revised and reissued with this Addendum:

Section 011000 - SUMMARY
Section 013200 – PROJECT SCHEDULES

- B. The following Specification Sections are revised as indicated. The Sections are not re-issued with this Addendum:

Section 012900 - PAYMENT PROCEDURES

Page 012900-3, Delete “Contractor’s” from Article 1.5 D 1 as follows :

1. Entries shall match data on the schedule of values and ~~Contractor’s~~ construction schedule.

Page 012900-4, Delete Article 1.5 H 3 in its entirety:

~~3. Contractor’s construction schedule (preliminary if not final).~~

Section 013100 – PROJECT MANAGEMENT COORDINATION

Page 013100-1, Delete Article 1.3 A in its entirety:

~~A. BIM: Building Information Modeling~~

Page 013100-6, ADD text to Article 1.7 E:

E. RFI Log: **The Construction Manager will** prepare, maintain, and submit a tabular log of RFIs organized by RFI number.

Section 013300 – SUBMITTAL PROCEDURES

Page 013300-1, Delete Article 1.1 B 3 as shown below:

~~3. Section 013200 “Construction Progress Documentation” for submitting schedules and reports, including Contractor’s construction schedule.~~

Page 013300-2, Delete Article 1.3 SUBMITTAL SCHEDULE in its entirety.

Page 013300-3, At Article 1.5 A. add the following:

All initial submittals are to be submitted for review no later than 21 days from the issuance of the Letter of Intent to Award.

Page 013300-3, At Article 1.5 B. Delete the following text that has strike-through:

2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated ~~on approved submittal schedule.~~

Section 017300 – EXECUTION

Page 017300-2, Delete Article 1.3 B **Layout Conference. Conduct conference at Project site** in its entirety.

Page 017300-3, Delete Article 1.5 A **Land Surveyor Qualifications** in its entirety.

Page 017300-4, Add to Article 2.1 C the following:

C. Cleaning Agents: Use cleaning materials and agents recommended ~~by manufacturer~~ **approved by HCPSS Custodial** or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

Page 017300-6, Delete Article **3.3 Construction Layout** in its entirety.

Delete Article **3.4 Field Engineering** in its entirety.

Section 017419 – CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

Page 017419-1, Delete Article 1.2 A 2. in its entirety:

~~2. Recycling nonhazardous demolition and construction waste.~~

Delete Article 1.3 D. in its entirety:

~~D. Recycle: Recovery of demolition of construction waste for subsequent processing in preparation for reuse.~~

Page 017419-2, Delete Article 2.1 Performance Requirements in its entirety.

Page 017419-4, Delete Article 3.3 D. Procedures in its entirety.

Page 017419-5, Delete Article 3.4 Recycling Demolition Waste in its entirety.

Page 017419-6, Delete Article 3.5 Recycling Construction Waste in its entirety.

Page 017419-6, Delete Article 3.6 A, delete the following item with strikethrough:

A. General: Except for items to be salvaged ~~or recycled~~ remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

Section 102800 – TOILET, BATH, AND LAUNDRY

Page 102800- 2, Delete Article 2.1 E Changing Table in its entirety.

Page 102800- 3, Delete Article 2.1 C Shower Seats in its entirety.

Provide the following information to the specifications, Division 10 Specialties:

- Provide room signs to match existing that are manufactured and/or supplied by Andco Industries, or by Signs and Wonders Inc. 410-442-8243, or equivalent.
- Tack Boards and Marker Boards and Projector Boards, aluminum framed trim and accessories to match existing classroom details. Color shall be natural Tan for Tack Boards. Provide marker trays at markerboards. Provide trim clips and mullion trim between markerboard and tack board. Provide same length display rail at top of all Markerboards. Manufacturer for Tack Boards and Marker Boards: Marsh (1-800-426-4244), Claridge, ARCO Products Inc .
- Flag Holder shall be wall mounted Model EWC as manufactured by U.S.D. Flag service, Frederick, MD 301- 473-8141

Section 224216.13 – COMMERCIAL LAVATORIES

Page 224216.13-1. Delete Article 1.4 A Coordination Drawings are not required

Section 224216.16 – COMMERCIAL SINKS

Page 224216.16-1. Delete Article 1.4 A coordinated drawings are not required

Section 232113 – HYDRONIC PIPING

Page 232113-1. Delete Article 1.4 A coordinated drawings are not required

Section 233300 – AIR DUCT ACCESSORIES

Page 233300-1. Delete Article 1.4 A coordinated drawings are not required

Section 233346 – FLEXIBLE DUCTS

Page 233346-1. Delete Article 1.4 A coordinated drawings are not required

Section 233713.13 – AIR DIFFUSERS

Page 233713.13-1. Delete Article 1.4 A coordinated drawings are not required

Section 233713.23 – REGISTERS AND GRILLES

Page 233713.23-1. Delete Article 1.4 A coordinated drawings are not required

Section 238129 – VARIABLE-REFRIGERANT-FLOW HVAC SYSTEMS

Page 233713.23-1. Delete Article 1.5 B project is not trying to achieve LEED status

Page 233713.23-1. Delete Article 1.6 A drawings are not required

Section 260529 – HANGARS AND SUPPORTS FOR ELECTRICAL SYSTEMS

Page 260529-1. Delete Article 1.3 A coordinated drawings are not required

Section 260533 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

Page 260533-1. Delete Article 1.5 A coordinated drawings are not required

ITEM NO. 2 – REVISIONS TO THE DRAWINGS

For the BUSHY PARK ES & DAYTON OAKS ES drawing set:

- A. The following Drawings are revised as indicated. The Drawings are not re-issued with this Addendum:

G0.1 Cover Sheet

The cover sheet was modified as follows:

- a. Add drawings E6.1 & 7.1 to the drawing list on G0.1

A1.1 Level 01 Floor Plan & RCP

The sheet was modified as follows:

- a. At floor plan, Classroom A23B south wall, added keynote tag A24.
b. At floor plan, Classroom A23A, added keynote tag PTD for the new paper towel dispenser next to the sink on the new wall adjacent to the Toilet A24.
c. At Toilet A24, deleted the Changing Table and keynote tag BCS
d. At Storage Room A25, at new door opening, revised keynote 27 to read, “Install salvaged door with new HM frame. See lintel schedule and detail 3/A8.2.”
e. At Storage Room A25, revised keynote A19 to read, “Infill partition to match existing CMU partition. Deleted the text, “and add lintel as required.” Lintel is not needed at the existing opening.

FPD1.1 Level 01 Fire Protection Demolition Plan

The sheet was modified as follows:

- a. At demolition plan, Storage Room A25, deleted keynote 1 tag. Existing ceiling to remain, there is no sprinkler head relocation required.

For the ROCKBURN ES drawing set:

- B. The following Drawings are revised as indicated. The Drawings are not re-issued with this Addendum:

A1.1 Level 01 Floor Plan & RCP

The sheet was modified as follows:

- a. At floor plan, Classroom 113, added keynote tag PTD for the new paper towel dispenser next to the sink on the new wall adjacent to the Toilet Room A109
b. At Toilet A109, deleted the Changing Table and keynote tag BCS
c. At Storage Room 114, at new door opening, revised keynote 27 to read, “Install salvaged door with new HM frame. See lintel schedule and detail 3/A8.2.”
d. At Storage Room 114, revised keynote A19 to read, “Infill partition to match existing CMU partition. Deleted the text, “and add lintel as required.” Lintel is not needed at the existing opening.

FPD1.1 Level 01 Fire Protection Demolition Plan

The sheet was modified as follows:

- b. At demolition plan, Storage Room A25, deleted keynote 1 tag. Existing ceiling to remain, there is no sprinkler head relocation required.

For the Triadelphia ES drawing set:

- C. The following Drawings are revised as indicated. The Drawings are not re-issued with this Addendum:

G0.1 Cover Sheet

The cover sheet was modified as follows:

- a. Add drawings A1.3, E6.1 & 7.1 to the drawing list on G0.1

A1.1 Level 01 Floor Plan & RCP

The sheet was modified as follows:

- a. At Proposed RCP, at Toilet A08, added ceiling type and ceiling height tag. It is APC-2/
- b. At floor plan, Classroom 1 A07A, added keynote tag PTD for the new paper towel dispenser next to the sink on the new north wall adjacent to the Toilet Room A08
- c. At Toilet A08, deleted the Changing Table and keynote tag BCS
- d. At Storage Room A06, at new door opening, revised keynote 27 to read, "Install salvaged door with new HM frame. See lintel schedule and detail 3/A8.2."
- e. At Storage Room A06, revised keynote A19 to read, "Infill partition to match existing CMU partition. Deleted the text, "and add lintel as required." Lintel is not needed at the existing opening.

FPD1.1 Level 01 Fire Protection Demolition Plan

The sheet was modified as follows:

- a. At demolition plan, Storage Room A25, deleted keynote 1 tag. Existing ceiling to remain, there is no sprinkler head relocation required.

MD1.1 Level 01 HVAC Demolition Plan

The sheet was modified as follows:

- b. At demolition plan, baseboard heaters, shown in dashed lines, are being removed.

END OF ADDENDUM NO. 1

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under Owner's separate contracts.
4. Contractor's use of site and premises.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and Drawing conventions.

- B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Rec & Park Reclamation Projects

1. Project Locations: (1) Bushy Park Elementary School, 14601 Carrs Mill Rd., Glenwood, MD 21044; (2) Dayton Oaks Elementary School, 4691 Ten Oaks Rd., Dayton, MD 21036; (3) Rockburn Elementary School, 6145 Montgomery Rd., Elkridge, MD 21075; (4) Triadelphia Ridge Elementary School, 13400 Triadelphia Rd., Ellicott City, MD 21042

- B. Owner: Howard County Public School System.

- C. Architect: DLR Group.

- D. Construction Manager: CBRE Heery.

- E. Web-Based Project Software: Project software will be used for purposes of managing communication and documents during the construction stage.
 - 1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:

1.5 WORK UNDER OWNER'S SEPARATE CONTRACTS

- A. Work with Separate Contractors: Cooperate fully with Owner's separate contractors, so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under Owner's separate contracts.

- 1. **Wireless Access Points, Telephones**

- 2. **Furniture**

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limits on Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
- C. On-Site Work Day Restrictions: Do not perform work resulting in utility shutdowns or resulting in noisy activity on-site during work black-out days as identified by Owner.
- D. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging for temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- E. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than **48 hours** days in advance of proposed disruptive operations.
 2. Obtain **Construction Manager's** written permission before proceeding with disruptive operations.
- F. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.
- C. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- D. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- E. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings and published as part of the U.S. National CAD Standard.
 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SUMMARY

011000 - 4

SECTION 01 32 13
PROJECT SCHEDULES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the development of the detailed construction schedule in CPM format.

1.3 DEFINITIONS

A. Critical Path Method (CPM): A method of planning and scheduling a construction project where activities which are arranged based on activity relationships and network calculations determine the critical path of the project and when activities can be performed.

B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the overall project duration.

C. Network Diagram: A graphic diagram of a network schedule showing the activities and activity relationships.

D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources. Each schedule activity shall be a clearly defined and manageable task depicting an estimated duration and estimated cost. Each activity shall be limited to one trade unless the Owner specifically approves otherwise on an exception basis. All activity descriptions shall be unique, with no two activities sharing the same description.

1. Critical activities are activities on the Critical Path.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

E. Event: An event is the starting or ending point of an activity.

F. Interrelationships (logic): Relationships that define the predecessors or successors to an Activity. Each activity shall have at least one predecessor (except for the first activity) and one successor (except for the last activity) relationship to form a logically connected schedule Network from NTP to the Contract Completion Date.

G. Milestone: A key or critical point in time for reference or measurement.

H. Float: The amount of time that an activity can be delayed in a project network without causing delay to subsequent activities (free float) or the project completion date (total float). Float is considered a project commodity jointly shared between the Owner and Contractor.

1. Free float is the amount of time an activity can be delayed without delaying a successor activity.
2. Total float is the amount of time an activity (or chain of activities) can be delayed without affecting the project completion date.

I. Data Date: The date to which progress is updated. The data date represents the next day of work and all progress is updated through the day prior to the data date.

J. Working Day: A Working Day is a calendar day scheduled for active prosecution of the work.

K. Fragnet: A subset group of interrelated activities representing only a portion of the CPM schedule.

L. Preliminary Construction Schedule: A preliminary schedule developed by the Construction Manager for review by each bidding Prime Contractor. The Preliminary Construction Schedule will provide the basis for the integration of the Schedule of Work for the development of the Baseline Construction Schedule.

M. Baseline Construction Schedule: The schedule used to manage the project.

N. Update Construction Schedule: A schedule in which the latest progress of the project is recorded. The Baseline Construction Schedule will be the basis for each Update Construction Schedule.

O. Recovery Schedule: A schedule depicting the Prime Contractor's plan for recovery of time lost on the project.

P. Time Impact Analysis (TIA): is a fragment network (fragnet), that demonstrates a logical flow of events that impact the critical path or paths of the Project schedule, due to unforeseen conditions and/or change orders. The TIA contains a fragment network illustrating a continuous timeline, with no unidentified time gaps, with a detailed written narrative identifying the cause and effect of each change. The TIA for each change utilizes the CPM schedule database with a data date closest to the time the change occurred.

1.4 PRELIMINARY CONSTRUCTION SCHEDULE

A. Included in this section is the Preliminary Construction Schedule developed by the Construction Manager for review by each bidding Prime Contractor. This Preliminary Construction Schedule defines the Project Start Date, approximate Bid Package Durations, Project Substantial and Final Completion Dates, and important milestone dates. By submission of the Prime Contractor's bid the bidder acknowledges and agrees the project duration is reasonable for the work depicted by the bid documents and agrees to cooperate with the Construction Manager to schedule and complete the work within the Preliminary Construction Schedule duration.

B. Should the Prime Contractor find the Preliminary Construction Schedule durations unacceptable, the Prime Contractor must immediately submit in writing factual based suggestions/revisions to the durations for discussion.

1.5 SCHEDULE OF WORK

1.6 BASELINE CONSTRUCTION SCHEDULE

A. The Prime Contractor shall participate with the Construction Manager and the Owner in reviewing and coordinating all schedules for incorporation into the Baseline Construction Schedule that is prepared by the Construction Manager.

B. The Baseline Construction Schedule will include anticipated weather delays. No time extensions will be granted unless the actual weather delays for the given month exceed both the available total float along the affected chain of activities and the anticipated weather delays. For all work, the Prime Contractor shall include provisions for working a 6-day work week (Monday – Saturday).

C. The Baseline Construction Schedule will include six (6) holidays per calendar year including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of these holidays fall on a Saturday then the non-workday will be the Friday before. If the holiday falls on a Sunday, then the non-workday will be the following Monday.

D. The Construction Manager will provide a weekly Update Construction Schedule indicating progress including percent complete and actual start and completion dates for each activity. The information for actual progress data for all activities on the Project will be provided by the Prime Contractor after which the Construction Manager will issue the update schedule for the Prime Contractor to review. The Prime Contractor shall have three (3) working days after the issuance of the update schedule to notify the Construction Manager of errors. The update will then be corrected and reissued to the Prime Contractor. If the Prime Contractor does not notify the Construction Manager of errors in the update schedule within three (3) working days after issuance, then the updates will be deemed as correct.

1.7 FLOAT TIME

A. Float is not for the exclusive benefit of either Prime Contractor or Owner.

B. Manage work according to early start dates by commencing activities on the early start date (calculated by the latest Update Construction Schedule) or earlier if possible, unless constrained by a bona fide resource limitation.

C. The Construction Manager / Owner may reserve and apportion float time according to the needs of the Project.

D. Actual or projected Owner-caused delays that do not exceed available float time shall not have any effect upon the Prime Contractor's adherence to specified time constraints and shall not be a basis for any time extension.

E. The Prime Contractor acknowledges the following:

1. Activity delays shall not automatically result in adjustment of specified time constraints.

2. A Change Order or other Owner action or inaction may not affect existing critical activities or cause non-critical activities to become critical.

3. A Change Order or delay to an individual activity may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on the specified time constraints.

F. Pursuant to the above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the Construction Manager / Owner to the benefit of the Owner and Contractor.

G. Float will be calculated based on the required completion dates specified as of Contract execution, or if applicable, amendments thereof.

H. The Prime Contractor shall not, under any circumstances, receive additional compensation for indirect, general, administrative, or other forms of overhead costs for the early completion of the Work.

1.8 RESPONSIBILITY FOR COMPLETION

A. The Prime Contractor agrees that whenever it becomes apparent from the Update Construction Schedule that a milestone completion date will not be met, the Prime Contractor will take some or all the following actions at no additional cost to the Owner within 48 hours of notification by the Construction Manager.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Construction Manager, the backlog of work.
2. Increase the number of working hours per shift or working day, working days per week or the amount of construction equipment, or any combination that will substantially eliminate, in the judgment of the Construction Manager, the backlog of work.
3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities.
4. **Supplement or replace subcontractors that are in non-compliance to the baseline schedule.**

B. Failure of the Prime Contractor to comply with requirements in the above Paragraph A, shall be a basis for determination by the Construction Manager and Owner that the Prime Contractor is not prosecuting the work with such diligence as will ensure completion within the time stipulated. Upon such determination, the Owner may take such action as may be deemed appropriate.

C. Extensions of time for performance under any and all of the provisions of this Contract may be granted only to the extent that the equitable time adjustments for the activity or activities affected exceed the total float along the logic chain(s) involved at the time the delay occurred.

D. Should the critical path fall more than five (5) work days behind schedule on any of the milestone/phase completion dates and/or the final Project completion date, the Construction Manager and/or Owner may direct the appropriate Prime Contractor to prepare a "Recovery Schedule", which will demonstrate how the Prime Contractor proposes to recover lost time that is the result of non-excusable delays. All measures taken by the Prime Contractor, such as, but not limited to: overtime, shift work, increased crew sizes and added equipment, material expediting, and other similar actions, will be at no additional cost to the Owner. The Recovery Schedule shall be submitted within five (5) working days following direction from the Construction Manager and/or Owner.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PRELIMINARY CONSTRUCTION SCHEDULE

A. Provided at the end of this section.

END OF SECTION