0080302DB PROSECUTION AND PROGRESS – PROSECUTION OF WORK - GENERAL.
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

David A. Sadler
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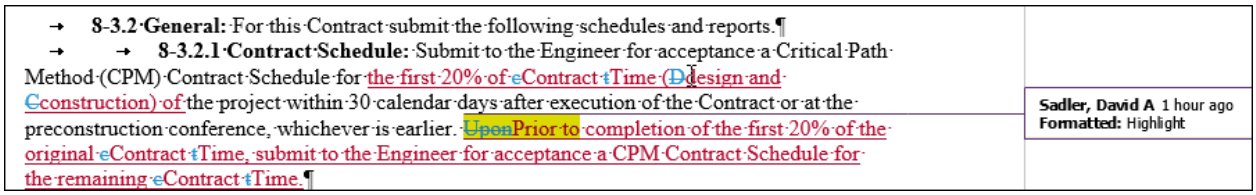
Comments: (10-29-18)
I made one edit.



Response: Change was made prior to Industry Review.

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Comments: (12-14-18)
As not all Design Build projects come with executed Utility Work Schedules included in the Contract, and where Design Build Firms are the ones executing Utility Work Schedules with the utility companies during construction, please add the following additional language to the existing sentence for accuracy: The schedule must incorporate the utility work schedules included in the Contract Documents, "or executed between the Design-Build Firm and the utility company," unless changed by mutual agreement of the utility company, the Contractor, and the Department.

Response: Language was reviewed but no change at this time.

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K.C. Jose via
Deborah Ihsan
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Comments: (1-8-19)
1. 1st paragraph of 8-3.2.1 – recommend changing the sentence to allow for submittal of the whole project or for the first 20%

Response: Language is written as is to make distinction between design and construction. No change.

2. 1st paragraph of 8-3.2.1 – recommend requiring a timeframe of when to submit the remainder of the schedule, such as by adding “At least 21 days” in front of “prior to”

Response: Monthly updates are required for CPM Schedules. No change.

3. 2nd paragraph of 8-3.2.1 – recommend also including Railroad companies per Spec 7-11.4.3

Response: Will review for next revision. No change at this time.

4. Last paragraph of 8-3.2.1 – recommend changing the “Acceptance by the Engineer” to simply sate “Acceptance of…”…. I asked K.C. Jose why he recommended removing the reference to the Engineer, and he explained that with the Senior PE only being billable a few hours per project, there may not be sufficient time to draft the response and the response could be delegated.

Response: Engineer is responsible party. No change.

5. Section 7 of 8-3.2.2 – recommend removing the word “Engineer” in the sentence stating “Upon the Engineer’s acceptance of…”

Response: Engineer is responsible party. No change.

6. Section 8 of 8-3.2.3 – recommend adding “during the progress of work.” after “longest path”.

Response: Language is not needed. No change.

7. Section 15 of 8-3.2.3 – recommend change the period after “WBS summary or task development” to a semi-colon

Response: Thank you. Grammar will be corrected.

8. Section 8-3.2.7 – recommend adding language to the Performance of Work section to aid with the situation of how the Department expects the progress of project to be consistent with the schedule, and yet we continually see slow pace for the first 50% of contract time and then aggressive pursuit of the work during the remaining time, which is inconvenience since it throws away the CEI cost targets. Recommend some time of language noting that any imbalance of 15% or more in time and monies will receive Deficiency warning letters on a weekly basis until the discrepancy is rectified.

Response: This is outside of the scope of this review. Will take note for the future revisions.

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