



Office of General Services

DESIGN & CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

ADDENDUM NO. 1 TO PROJECT NO. 45637

FIRE PROTECTION WORK PROVIDE SPRINKLER SYSTEM MODIFICATION & TESTING EMPIRE STATE PLAZA ALBANY, NY

April 14, 2025

<p>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.</p>
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BIDDING REQUIREMENTS

1. DOCUMENT 001117 ADVERTISEMENT FOR BIDS: The last date for receipt of bids is changed from Wednesday, April 23, 2025, to Wednesday, May 7, 2025.
2. DOCUMENT 002215 SUPPLEMENTARY INSTRUCTION TO BIDDERS – UNIT PRICE CONTRACTS: Discard the Document bound in the Project Manual and substitute with the accompanying Document (page 002215 – 1) noted “Addendum #1”.

CONTRACTING REQUIREMENTS

3. DOCUMENT 007305 SUPPLEMENTARY CONDITIONS – LIQUIDATED DAMAGES: Discard the Document bound in the Project Manual and substitute with the accompanying Document (page 007305 – 1) noted “Addendum #1”.
4. DOCUMENT 007310 SUPPLEMENTARY CONDITIONS – CONTRACTOR’S SUPERVISION: Discard the Document bound in the Project Manual and substitute with the accompanying Document (pages 007310 – 1 thru 007310 – 2) noted “Addendum #1”.

END OF ADDENDUM

Brady Sherlock, P.E.
Director, Division of Design
Design & Construction

DOCUMENT 002215**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - UNIT PRICE CONTRACTS**

This Supplement modifies the Instructions to Bidders.

4. PREPARATION OF BIDS

Add the following:

4.8 Include in the unit price bids the Work as described in the Unit Price Schedule. Include all direct and indirect costs in each unit price, such as but not limited to: Insurance, Bonds-except where noted otherwise, supervision, home office overhead, profit, equipment, tools, mobilization, access to work areas, de-mobilization, final cleaning. The Unit Price Schedule contains a section number listed opposite each item of Work. Perform the Work as required by each section. Additionally, Section 012977 - Measurement and Payment contains articles that relate to the Unit Price Schedule.

4.9 The estimates of quantities in the Unit Price Schedule are approximate only, and solely for bidding purposes. Bidders are required to form their own judgment as to quantities and character of the Work by personal examinations of the Site and the Contract Documents, or by such other means as they may choose.

4.10 Enter the unit bid price in numerals for each item listed on the Unit Price Schedule. Multiply each unit price by the estimated quantity given and enter the amount in the "AMOUNT BID" column. Add the amounts bid for all items and enter the total in numerals on the "UNIT PRICE SCHEDULE TOTAL" line at the bottom of the last page of the Unit Price Schedule and on the "Total From Unit Price Schedule" line on the Bid Form. Please note that the "UNIT PRICE SCHEDULE TOTAL" in specification section "004143 – BID FORM" will be used to determine the lowest responsible bidder. However, the total value of the E Contract will be set at a not to exceed amount of \$8,000,000.

4.11 All blanks on the Bid Form shall be completed. Those requiring the indication of an amount shall contain an amount. Use "0" if no cost. The use of "0" in the bid shall mean the Work is to be performed at no cost.

4.12 Any bid, which, in the opinion of the Contracting Officer, is unbalanced, may be rejected. An unbalanced bid is a bid or a portion of a bid (as, for example, one unit price) that is weighted substantially different from the original estimate. Unbalanced bids that offer an unreasonably low price on some items and compensate for them by unreasonably high prices on other items are unresponsive.

END OF DOCUMENT

DOCUMENT 007305

SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 - DEFINITIONS

2.11 Delete this Paragraph in its entirety and replace with the following:

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in completion of the Work.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.3 Delete this Paragraph in its entirety and replace with the following:

13.3 Liquidated Damages: Should Contractor fail to substantially complete the scope of a Work Order within the time frame set forth in writing on the Notice to Proceed, or as described in a subsequent modification to the Work Order, the Group Director may assess Liquidated Damages for such failure in the amount of \$1000.00 per day, per Work Order, until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

END OF DOCUMENT

DOCUMENT 007310**SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

ARTICLE 6 Delete this Article in its entirety and replace with the following:

6.1 The Contractor shall designate in writing, competent supervision and/or management representatives as required below to represent the Contractor at all times with authority to act for the Contractor. All direction given to the Contractor's representatives shall be as binding as if given to the Contractor. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 The Contractor shall provide a supervisor, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work, including active performance of the Work by subcontractors.

6.2 Should the Director deem any employees of the Contractor not satisfactory or unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.2.1 Infractions that are dismissible for project managers, superintendents, or supervisors include, but are not limited to, the failure to develop and maintain Project schedules, failure to comply and enforce safety regulations, failure to schedule inspections or provide adequate notice as required by Contract Documents, failure to attend and adequately prepare for meetings as required by Contract Documents, and failure to follow directions regarding the Work provided by the Director's Representative.

6.3 The experience noted below in this Article will be used in evaluating the qualifications and experience of the supervisors, superintendents, and Project Managers, as applicable.

6.3.1 Supervisors, required by paragraph 6.1.1, shall have a minimum of five years of experience in the role of supervisor with a minimum of three projects of similar size and scope, and shall be subject to review and written approval by the Director's Representative before commencing the Work, and subsequently during the course of the Project if the supervisor is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed supervisor upon request.

6.4 No subcontractor shall be allowed at the Work Site before approval by the Director and the Contracting Officer. Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the Work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and certification status as a Minority- and Women-Owned Business Enterprises and/or Service-Disabled Veteran-Owned Business. For each proposed subcontractor, the Contractor shall also provide the New York State Department of Labor registration number in accordance with NYS Labor Law Section 220-i. Each request for approval of a subcontractor

whose subcontract will be valued at \$10,000 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.5 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.6 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda and Orders on Contract.

END OF DOCUMENT