



Office of General Services

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

ADDENDUM NO. 5 TO PROJECT NO. 45682

CONSTRUCTION, HVAC, PLUMBING, AND ELECTRICAL WORK
PROVIDE BEDROOM AND BATHROOM UPGRADES, BUILDINGS 72, 73 AND 74
INDUSTRY LIMITED SECURE CENTER
375 RUSH-SCOTTSVILLE ROAD
RUSH, NEW YORK

August 1, 2025

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.

CONTRACTING REQUIREMENTS – COMMON DOCUMENTS

1. DOCUMENT 007310 SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION: Discard the Document bound in the Project Manual and substitute the accompanying Document (pages 007310 - 1 thru 007310 - 2) noted "Addendum No. 5"

HVAC WORK SPECIFICATIONS

2. Page 233301 – 5, Article 2.07, Add the following Paragraph:

"C. Type 6 Sealant: Two-component rigid, high-solids, high modulus epoxy resin compound; Basis of design Pecora DynaPoxy EP-1200."

END OF ADDENDUM

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

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. A superintendent or project manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. 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 For contracts awarded up to \$1,000,000 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.

6.1.2 For contracts awarded from \$1,000,001 to \$10,000,000, the Contractor shall provide a superintendent, for the Contractor's staff, who shall be in attendance at the Site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the Contractor shall provide a supervisor who shall be in attendance at the Site throughout the active performance of the Work until Physical Completion. The superintendent's responsibilities include, but are not limited to, directing and scheduling the Work, attending all Project meetings, coordinating and controlling the Work of subcontractors, and ensuring full compliance with the Contract documents. The Contractor shall also provide a project manager for the Contractor's staff from award through Substantial Completion. The Project Manager's responsibilities shall include, but are not limited to, developing and maintaining the submittal system and project schedules, attending Project meetings, making purchasing and cost decisions on behalf of the Contractor, Orders on Contract responses and negotiations, and closeout and warranty documentation. The Contractor shall provide required information to the Director's Representative for the Project schedule.

6.1.3 For contracts awarded for more than \$10,000,000, in addition to the requirements set forth in Article 6.1.2, if at any time the Contractor has more than five subcontractors performing Work on the Site simultaneously, the Contractor shall provide an additional Superintendent to coordinate the Work of the 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 levels 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.

6.3.2 Superintendents, required for any contracts awarded above \$1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Superintendent 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 Superintendent is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Superintendent upon request.

6.3.3 The Project Manager, required for any contracts awarded above \$1,000,000 as set forth in Article 6.1.2, shall have a minimum of five years of experience in the role of Project Manager 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 Project Manager is replaced after Work has commenced. The Contractor will provide references to validate qualifications of the proposed Project Manager 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. 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