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**ADDENDUM NO. 1 TO PROJECT NO. 44062**

**CONSTRUCTION WORK  
REHABILITATE WATER STORAGE TANK  
CHATEAUGAY CORRECTION FACILITY  
ROUTE 11  
CHATEAUGAY, NEW YORK**

January 12, 2012

**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.

**PROJECT MANUAL**

1. REMOVE specifications from project manual:
  - a. Section 013113: Project Schedule
  - b. Section 071613: Cementitious Waterproofing
  
2. ADD attached specifications to project manual:
  - a. Section 007305: Supplemental Conditions, Liquidated Damages.
  - b. Section 013000: Administrative Requirement
  
3. Section 000110: Table of Contents
  - a. Delete "013113 Project Schedule"
  - b. Delete "071613 Cementitious Waterproofing"
  - c. Add "007305: Supplemental Conditions, Liquidated Damages"
  - d. Add "013000: Administrative Requirement"
  
4. Section 011000: Summary of the Work
  - a. Delete paragraph 1.12.
  
5. Section 099701: Water Tank Painting
  - a. Remove and replace paragraph 1.04, J with:  
"Warranty Inspection: The State shall retain an independent consultant to perform the eleven month warranty coating inspection. The contractor shall provide the services of a company with at least five years experience in repairing tanks to repair all defective work found. The contractor shall be responsible for Repairs shall be made in accordance with all current AWWA and NYS Department of Health standards, this specification and to the satisfaction of the Director's Representative.

The contractor shall perform the following work associated with the tank inspection:

1. Isolate the water tank via existing valves.
  2. Disconnect water storage tank pressure transducer from well control panel and connect hydro-pneumatic tank pressure transducer to well control panel.
  3. Activate the existing hydro-pneumatic water tank air charging system.
  4. Drain the water storage tank.
  5. Tank inspection performed by independent consultant.
  6. Disinfect the tank according to the latest revisions of AWWA C652.
  7. Remove the hydro-pneumatic water tank from service, remove the air charging system and turn over to facility personnel. Install a threaded cap on hydro-pneumatic tank nipple.
  8. Connect water storage tank pressure transducer to well control panel.
  9. Refill the water storage tank via the wells.”
- b. Add the following note to Paragraph 2.03, A  
“5. Work Limits: Failure due to rust noted on **10% of roof, 10% of bowl and 2% or less elsewhere.**”
- c. Delete Paragraph 2.06 C
- d. Delete Paragraph 3.01 E, 3, notes b. and c.
6. Section 330111: Repairing Steel Water Storage Tank
- a. Paragraph 3.01, G:  
Add to end of paragraph: “**The entire exterior of the riser and ladder and riser shall be cleaned and painted.**”
- b. Paragraph 3.01, I:  
Add to end of paragraph: “**Concrete repair of 5% of the foundations is estimated.**”

## DRAWINGS

### C-100

1. Project Description, Note No. 9:
  - a. Remove and replace note with:  
“The state shall retain an independent consultant to perform continuous inspection of the tank painting. The inspector shall have a minimum of 5 years of experience and shall be National Association of Corrosion Engineers (NACE) certified.”
2. Add:

#### “WATER SYSTEM STARTUP NOTES

Following completion of the water tank rehabilitation the contractor shall be responsible for putting the water tank back into service by performing the following work.

1. The contractor shall disconnect the pressure transducer in the hydro-pneumatic tank from the well controls and re-connect the pressure transducer in the water storage tank.
2. The contractor shall disconnect power to the tank air charging system mounted on the hydro-pneumatic water tank.

3. The contractor shall operate the existing valves on the water system as directed by the Director's Representative to provide flow of water from the treatment plant, through the hydro-pneumatic tank and into the water storage tank.
4. The contractor shall monitor operation of the well pumps and chemical injection system until the water storage tank is completely filled and operational.“

**END OF ADDENDUM**

**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 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 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 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.

13.3.1 Contract Award Submittals: The Contractor agrees that upon failure to submit Contract Award Submittals as specified in Section 011000, the Contractor shall pay to the State an Administrative surcharge in the amount of \$75.00 per day for each day of delay, until all Contract Award Submittals are received. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Administrative surcharge from payments to be made to Contractor as compensation for the State’s administrative fees in pursuing such submittals.

**END OF DOCUMENT**

## SECTION 013000

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.
- B. Submittals: Section 013300.

##### 1.02 SCHEDULES AND RECORDS

- A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
  - 1. **CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS:** An affirmative review of the subcontractor's responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State's review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.
    - a. Submit the **CONTRACTOR'S LIST OF SUBCONTRACTORS – SUPPLIERS** information using form BDC 329. Transmit a signed original form to each of the following addresses:
      - 1) OGS - Design and Construction Group  
Office of Minority and Women-Owned Business Enterprises  
35th Floor, Corning Tower  
Empire State Plaza  
Albany, NY 12242
      - 2) OGS - Design and Construction Group  
Division of Contract Administration  
Vendor Responsibility Unit  
35th Floor, Corning Tower  
Empire State Plaza  
Albany, NY 12242
      - 3) Deliver a copy of the BDC 329 form to the Director's Representative at the site.
    - b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise information.
      - 1) Attach a properly completed and executed **NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION (CCA-2)** and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is

valued at \$100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director's Representative.

- 2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: <http://www.osc.state.ny.us/vendrep/index.htm>.
  - c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and Minority and Women-Owned Business Enterprise (MWBE) information.
  - d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.
2. CONTRACTOR'S PROGRESS SCHEDULE (Form BDC 331): Establish the periods of time during which the various segments of the Work must be completed in order to complete all of the Work by the physical completion date.
    - a. Submit the schedule at least two days prior to initial job meeting.
- B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, submit a revised BDC 329 form to reflect the changes or additions.

### **1.03 DETAILED ESTIMATE**

- A. Before making the first requisition for a progress payment, submit a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.
1. Submit the DETAILED ESTIMATE information using form BDC 187 supplied by the State and in the same sequence as the Project Manual Table of Contents, beginning with the General Conditions.
  2. Indicate the material cost separately for each item of Work. Deliver the BDC 187 form to the Director's Representative at the site.
- B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as required by the Director.
- C. The detailed estimate must be approved by the Director who may revise it as, in his reasonable judgment, is necessary to make the various items conform to their true values. The value of each requisition for payment shall be based on the approved detailed estimate.

### **PART 2 PRODUCTS (Not Used)**

### **PART 3 EXECUTION (Not Used)**

**END OF SECTION**