



STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 1 TO PROJECT NO. 44688

**CONSTRUCTION WORK
GLASS REPLACEMENT
TOWER BUILDING AND AGENCY BUILDINGS
EMPIRE STATE PLAZA
ALBANY, NY**

May 3, 2013

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.

1. SECTION 002219 Supplementary Instructions To Bidders – Qualifications Of Bidders: Discard the Section bound in the Project Manual and substitute the attached Section (pages 002219 -1 and 002219-2) noted “Revised May 2, 2013”.
2. SECTION 011000 Summary Of The Work: Discard the Section bound in the Project Manual and substitute the attached Section (pages 011000 -1 through and including 011000-6) noted “Revised May 2, 2013”.
3. SECTION 012977 Measurement And Payment: Discard the Section bound in the Project Manual and substitute the attached Section (pages 012977 -1 through and including 012977-4) noted “Revised May 2, 2013”.

END OF ADDENDUM

James Dirolf, P.E.
Director of Design

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS
AND
MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS**

This Supplement modifies the Instructions to Bidders. Where any part of the Instructions to Bidders is modified by this supplement, the unaltered provisions of that part shall remain in effect.

Add the following Articles:

24. QUALIFICATIONS OF BIDDERS

24.1 The Contracting Officer or their representative will schedule a pre-award meeting to consider the bid responsiveness of the bid submitted by the apparent low bidder generally within 15 working days of the bid opening. Bidders will be notified of the time and place of the meeting. On a case by case basis, the State will examine and evaluate the bid as responsive by considering the contractors understanding of: the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, workmanship and past performance in completing similar contracts.

24.2 The Contracting Officer or their respective representative will conduct an investigation to determine the responsibility of any Bidder, including the ability of any Bidder to perform the Work. Bidders shall furnish to the Officer all information and data requested, including complete financial data, within the time and in the form and manner requested. The Contracting Officer reserves the right to reject any bid if the evidence required by the Officer is not submitted as requested, or if the evidence submitted by or the investigation of any Bidder fails to satisfy the Contracting Officer that the Bidder is responsible, or is able and qualified to carry out the obligations of the Contract, or to complete the Work as indicated in the Contract Documents, or able to reasonably perform the Work for the Bid Amount.

24.3 The criteria contained in Executive Order No. 170.1 Uniform Guidelines for Determining the Responsibility of Bidders will be applied in the evaluation of Bidders. Special criteria that will be considered in establishing the responsibility of the Bidders shall include, but not be limited to established experience in performing the Work required by the Contract Documents. Experience will be viewed from comparable projects as well as experience and knowledge of construction by the firm's personnel.

25. MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS

25.1 The apparent low bidder must submit the required pre-award submittal package described below to the Regional Supervisor within five working days after the bids are opened.

Region Supervisor Name:

Address:

Phone:

Email: Region4preawardsubmittals@ogs.ny.gov

Submissions must be emailed and must include the Project Number of this contract in the Subject Line of the Pre-Award submission email (i.e. OGS PN 12345-C: Pre-Award Submission).

A. Pre-award Submittal Package

1. References and Experience:
 - a. List of all past contracts with OGS. Include OGS Project Number and date.
 - b. Provide three (3) references (Name, Title, and Phone Number) associated with three (3) different projects (OGS, public, or private sector) of similar scope and size to the one identified in this contract. Additionally, include the names of two major suppliers used for each of these three (3) projects.
 - c. Provide a copy of recent past experience as required under the filing of the NYS Vendor Responsibility Questionnaire (CCA-2 document) with the Office of the State Comptroller. Provide only Attachment A: Completed Construction Contracts and Attachment B: Uncompleted Construction Contracts. For additional information, see:
http://www.osc.state.ny.us/vendrep/forms_vendor.htm#Construction
2. Workforce and Work Plan – Provide a detailed written Work Plan which shall demonstrate the contractor’s understanding of overall project scope and shall include, but not be limited, to the following:
 - a. Sequential listing of specific project activities required to successfully complete the Work of the contract.
 1. Include Critical Milestones.
 2. Include phasing of the Work, if required.
 3. Include listing of long lead items.
 4. Impact of weather and restricted work period(s).
 - b. Résumés for Contractor’s proposed supervisory staff, including qualifications for specialized expertise or any certification(s) required to perform the Work.
 - c. Names of proposed major sub-contractors (more than 15% of the bid amount) and a listing of the related trade of work and value.
 - d. Any special coordination requirements with other trades.
 - e. Any special storage and staging requirements for construction materials.
 - f. Any other special requirements.
3. Detailed Cost Estimate:
 - a. A copy of a Detailed Cost Estimate outlined in CSI format.

25.2 When requested by the Contracting Officer or his representative, Bidders shall, within the time specified by the Officer, submit to the Officer the names of the Subcontractors the Bidder proposes to use on the project. The Contracting Officer reserves the right to disapprove the use of any proposed Subcontractor. In such an event the Bidder shall submit the name of another Subcontractor in like manner within the time specified by the Officer. The Bidder shall have and will make no claim for compensation if the Contracting Officer disapproves any proposed Subcontractor. The Contracting Officer reserves the right to reject any bid if the names of proposed Subcontractors, or additional subcontract information, are not submitted as required.

END OF DOCUMENT

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SECTION 011000

SUMMARY OF THE WORK Revised May 2, 2013

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The title and location of the Work is printed on the cover of this Project Manual.
- B. Type of Contract: Unit price.
- C. The work consists of the removals of existing glass and providing new glass in windows of various sizes and locations as listed on the Unit Price Schedule. The Work will be initiated at various times by written directives from the Director's Representative.
 - 1. Each directive will consist of glass replacement in at least one window and/or spandrel or several windows and/or spandrels of varying sizes, locations, and glass types.
 - 2. Each Directive will be given a contract duration of between 90 and 180 days for completion.
 - 3. For emergency removals only, remove broken glass within 24 hours of notification by the Director. Replacement of glass will proceed as per the above. The State will provide temporary closures.
- D. The quantities given on the Unit Price Schedule are estimates of the approximate requirements for the duration of the Contract. The Director's Representative may require more or less of each estimated quantity. The Work will be paid for on the basis of the unit price bid for each size and location of glass replacement directed to be provided for the duration of the Contract.
- E. Glass sizes given on the Unit Price Schedule are approximate only. For each written directive, measure the glass size required for each glass replacement.

1.02 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

- A. Duration of Contract: Two years (730 days) with an option for one additional year from the date the Agreement is approved by the Comptroller plus the number of days specified for physical completion of the final Directive issued during the duration of this Contract. The option for one additional year shall be based on an approved agreement between the respective contractor and the Group Director.
 - 1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Comptroller's approval of the Agreement.
 - 2. The approval of the Agreement by the Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the State.

1.03 CONTRACT AWARD SUBMITTALS

- A. Submittal No. 1 (Lead Contractor Only): Establish the subscription with the electronic submittals website provider as described in ELECTRONIC SUBMITTALS Article in Specifications Section 013300, and submit not later than 10 days after approval of the Contract by the Comptroller.
- B. Submittal No. 2: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.
- C. Submittal No.3: Submit the CONTRACTOR'S PROGRESS SCHEDULE information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.

1.04 ITEMS NOT INCLUDED

- A. The following items shown on the Drawings are not included in this Contract:
 - 1. Items indicated "NIC" (Not in Contract).
 - 2. Existing construction, except where such construction is to be removed, replaced, or altered.

1.05 OCCUPANCY

- A. These are occupied Facilities. The buildings will be occupied and operational during execution of the Work. Ingress to and egress from the buildings shall be maintained at all times.

1.06 CONNECTION TO ELECTRICAL EQUIPMENT OR SYSTEMS

- A. Contractor will not be allowed to tie into electrical equipment or systems until the Division of Utilities Management has reviewed and approved the connection.
 - 1. Submit written procedures through the Director's Representative to the Division of Utilities Management, detailing how the connection Work is proposed to be performed.
 - 2. After procedures have been approved, notify the Director's Representative at least 3 working days prior to the connection Work so that arrangements can be made to have a Division of Utilities Management Representative witness the Work.

1.07 CONTRACTOR USE OF PREMISES

- A. Work hours shall be as established by the Facility authorities through the Director's Representative.
- B. Inform the Director's Representative of work area access requirements. The Director's Representative will coordinate and schedule the requirements with Facility staff to obtain and ensure timely availability of work areas.

1. The contractor shall work closely with the facility, coordinating all efforts through the Director's Representative, and shall execute the Work directives in a timely manner, with predictable schedules and once Work is commenced shall continue the Work without interruption.
- C. Check in with the Facility Representative, as directed, at the beginning of each work day. Furnish information regarding where employees will be working during the day.
- D. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting. All contractor employees working at the site will be required to carry and display an OGS Security ID card. A fee of \$10 will be charged for each OGS security ID requested. There is approximately a two week lead time for OGS security ID cards.
- E. The following items are not allowed on the Site or on Facility premises.
 1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the Work).
 2. Alcoholic beverages and persons under the influence of same.
 3. Illegal controlled substances and persons under the influence of same.
 4. Cameras (except with written permission from the Director's Representative).
- F. Comply with Facility policies relating to smoking at the Site.
- G. Routes of ingress and egress within the building to the location of the Work shall be as directed by the Director's Representative.
- H. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.
- I. Do not diminish the level of life safety during performance of the Work.
- J. Furniture and portable equipment, which interferes with execution of the Work, will be removed and reset by Facility personnel.
- K. Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building except for the time required to make new connections. Arrange with the Director's Representative for the time and duration of interruptions of services. Provide temporary services required to maintain building services at all times other than during scheduled interruptions.
- L. Use of Existing Elevators:
 1. Elevators for transportation of workers and materials will be designated by the Director's Representative. Arrange the time and duration of such use with the Director's Representative. Do not exceed capacity of elevators. Provide padding or other protection for the car.
 2. During Periods of Exclusive Use:
 - a. Operate elevators. Prevent unauthorized persons from using elevators.

- b. Where an existing elevator service contract exists, make arrangements through the Director's Representative for repairs required due to misuse or negligence. Pay elevator service company's fees for repairs.
 - c. Where an existing elevator service contract does not exist, have repairs required due to misuse or negligence made by a qualified elevator company.
- M. Be responsible and accountable for employees, suppliers, subcontractors and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.
- N. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.
- O. Comply with applicable federal and State of New York Right-to-Know Law provisions and supply copies of the appropriate Material Safety Data Sheets (MSDS) to the Director's Representative, and to the Facility's Right-to-Know Information Officer.
- P. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Safety/Security Department, if necessary, to remove them from the work area or Site.
- Q. Report fire and other emergency situations to the Facility Safety/Security Department immediately.
- R. Access to the Plaza Level of the Empire State Plaza requires a minimum of 48 hours advance notification. Notify the Director's Representative within this time period. Provide the names and driver's license numbers of the vehicle's driver and any passengers. Provide the make, model and license plate number of the vehicle planning to access the Plaza Level.
- S. In order to access the window washing rigs on the Corning Tower Building, a Tower Building Pass Form must be filled out and submitted to OGS for processing. In order to access the window washing rigs on the Agency Buildings 1- 4, an Agency Building Pass Form must be filled out and submitted to OGS for processing. Building passes and Delivery Request Forms will be distributed at the Initial Job Meeting. These forms will need to be submitted a minimum of 48 hours prior to gaining access to the Corning Tower and/or the Agency Buildings. Use of the rigs may cause downtime in scheduling due to other access and/or maintenance issues.
 - 1. All contractor employees using the building exterior suspended scaffold equipment (Equipment Users) to perform the contract work shall inspect, test, and operate the equipment.
 - 2. Contractor Equipment Users shall be trained and certified by others on daily inspections and tests that shall be performed each time the equipment is used.

3. Equipment Users as defined herein shall mean contractor employees, sub-contractor employees, third party contractor employees and their sub-contractor employees.
4. Only trained and certified Equipment Users shall operate the building exterior suspended scaffold equipment.
5. A copy of the certifications shall be provided to the Facility Manager.
6. Contractor is required to make Equipment Users available onsite for the training at no cost to the State.
7. The cost of the trainers shall be paid by the State directly. Training includes, but is not limited to:
 - a. Inspection for visible defects, testing and inspection of the secondary brake governor, actuation device and the secondary brake. Logs of the daily inspections and testing shall be provided to the Facility Manager prior to using the equipment. Contractor shall prepare the inspection and testing log sheets in a format approved by the Facility Manager.
 - b. Spotting is defined herein as moving the building exterior suspended scaffold equipment from the storage area and locating it to the parapet wall in preparation for inspection.
 - c. Inspection is defined herein as prior to placing the building exterior suspended scaffold equipment into operation, the building exterior suspended scaffold equipment shall be inspected and tested to assure its safe condition as required by the applicable laws, rules, and regulations. This inspection and testing shall be required only once at the beginning of the work day regardless of the total number of Equipment Users scheduled for work.
 - d. Garage is defined herein as to move the building exterior suspended scaffold equipment from the parapet wall to the storage area daily or when directed by the Facility Manager.
8. All window washing rigs are used by other contractors for various other work. All access and scheduling of work on the window washing rigs will be provided by the Director's Representative. In some cases, short notice will be given as to the unavailability of the rigs. The rigs have a total of 1,500 lb load capacity. Do not overload the rigs; all weight on the rigs must be properly balanced to provide smooth operation.
9. Tower Window Washing Rigs:
 - a. Access to the Tower rigs is provided by the Building Manger.
 - b. Each morning the contractor must check in with the building manager on the 39th floor for access to the roof.
 - c. Tower window washing rigs stop approximately 30' from the ground.
10. Agency Window Washing Rigs:
 - a. Access to the Agency rigs is provided by the Building Manager.
 - b. Each morning the contractor shall check in with the Agency Building Manager, located in Room 130, Concourse Level, of the Empire state Plaza, for access to the roof.
 - c. The Agency window washing rigs stop approximately 30 feet from the ground.

1.11 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.

1.12 LAYING OUT

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.
- B. Lay out the Work in accordance with the Contract Documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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SECTION 012977

MEASUREMENT AND PAYMENT Revised May 2, 2013

PART 1 GENERAL

1.01 UNIT PRICE - DIRECTIVES

- A. The quantities given on the Unit Price Schedule are solely for bidding purposes. The sum total of the directives issued may require more or less of each estimated quantity stated. Should the gross sum exceed the value of the contract, an order on contract will be issued to adjust the final contract amount. Also, this contract may require contingent Work directly associated with the execution of the unit described in, but not reflected in the Unit Price Schedule.
- B. Payment for items of Work listed in the Unit Price Schedule on the Bid Form will be made on the basis of the directives issued. Contingent work associated with the execution of the units listed will be compensated for as described in this Section prior to the execution of the directive on forms provided by the Directors Representative.
- C. The Work at each location will be initiated by means of a directive.
- D. The scope of Work, cost, and construction duration will be determined by the Director's Representative and indicated on the directive prior to the start of Construction.
- E. The directive will indicate the contract unit price for each item of Work required, multiplied by the estimated quantity of that item as determined by the Director's Representative and shall indicate any contingent work required.
- F. The value of an individual directive shall not exceed \$50,000 without written approval of the Director and the Contracting Officer.

1.02 NON UNIT PRICE WORK - NEGOTIATED BASIS

- A. If the directive includes Work that is not covered by this Unit Price Schedule but directly associated with the execution of the unit described in, and necessary to perform the related work, payment for such Work may be based on a negotiated dollar amount agreed upon by the Contractor and the State. The negotiated dollar amount shall be calculated as provided below:
 - 1. By estimating the fair and reasonable cost of: (i) labor, including all wages, required wage supplements and insurance required by law (worker's compensation, social security, disability, unemployment, etc.) paid to or on behalf of foreman, workers and other employees below the rank of the Contractor's designated representative directly employed at the Directive site; (ii) materials; (iii) equipment, excluding hand tools (which are defined as equipment having a purchase price of less than five hundred dollars), which, in the judgment of the State, would have been or will be employed exclusively and directly on the Work, as the case may be; and, where the same is performed directly by the Contractor; by

adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the Work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra Work is performed by the sub-subcontractor), an additional sum equal to 10 percent of the first \$10,000 of the above estimated costs, including the subcontractor's percentage override, plus 5 percent of the next \$90,000 of the total of said items, plus 3 percent of any sum in excess of \$100,000 of the total of said items.

2. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in items (i) through (iii), are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the State.
3. The Contractor shall, after being requested, promptly submit to the State a detailed breakdown of the Contractor's proposal. The State shall promptly review and respond to the submitted proposal.
4. Upon reaching agreement on a negotiated dollar amount for the non-unit price Work, the State shall confirm the agreement in writing, and the Contractor shall proceed with the Work.

1.03 NON UNIT PRICE WORK - LABOR AND MATERIAL BASIS

- A. If the directives include Work, which is not covered by this Unit Price Schedule, but directly associated with the execution of the unit described in, and necessary to perform the related work, payment for such Work may be based on the actual cost of labor and materials; cost to be determined as the Work progresses. The labor and material (L&M) dollar amount shall be calculated as provided below:
 1. By determining the actual cost of the Work in the same manner as in the above Subparagraph 1.02. A. 1. except that actual costs of the Contractor be utilized in lieu of estimated costs. The State shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such non-unit price Work.
- B. If the Contractor employs subcontractors in the performance of the Work, the actual cost to the subcontractor of labor and materials as defined in Subparagraph 1.03 A. 2 (b) above.
- C. Overhead and Profit:
 1. If the Work is performed by the Contractor, an amount of 15 percent may be added to the cost of labor and materials for overhead and profit.
 2. If the Work is performed by a subcontractor, an amount of 15 percent of said costs may be added for the benefit of such subcontractor, and for the benefit of the Contractor an additional sum equal to 10 percent of the first \$10,000 (including the subcontractor's percentage override), plus 5 percent of the next \$90,000, plus 3 percent of any said costs in excess of \$100,000 may be added.
 3. If any Work is performed by a sub-subcontractor, no further allowance will be made.

1.04 EQUIPMENT

- A. Whenever this Contract requires the determination of the cost of equipment, it shall be determined as follows:
1. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
 2. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly rate set forth for the item of equipment in the "Rental Rate Blue Book" published by Penton Media Corporation (800) 669-3282 divided by 22 days to establish a daily rate and divided again by eight hours to establish an hourly rate. The rate used for periods of 5 days or more shall be 45 percent of the published monthly rate. In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media Corporation (800) 669-3282. In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.
 3. Rented equipment will be paid for at the actual rental cost.
 4. For the purposes of the performance of work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
 5. Notwithstanding any other provision, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the State to be suitable for the performance of Work, the cost of equipment used in calculating the costs of Work will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the State to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor or subcontractors books.
 6. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing not more than 50 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be

- reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
7. The rate for idle equipment and stand-by equipment, shall be based upon the rate of depreciation specified in the Contractor's books and records , or 50 percent of the rate set forth in the "Rental Rate Blue Book," with the appropriate adjustments noted in Subparagraph 1.03 A. 2 (b), above, whichever is less. In the event the equipment is fully depreciated, the rate shall be the actual ownership costs based upon audit of the Contractor's books and records.
 8. The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as listed in the "Green Guide for Construction Equipment" published by Penton Media Corporation (800) 669-3282. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.

1.05 PAYMENT METHOD

- A. It is the intent of the State to compensate the contractor in accordance with Article 1.01 above.
- B. There may be occasions when NON-UNIT PRICE WORK is necessary. For those occasions, the first choice will be to compensate the contractor in accordance with Article 1.02 above.
- C. The additional cost of all The required bonds and Liability and Builder's Risk Insurance Premium, whether required by this Contract or a subcontract between the Contractor and a subcontractor actually performing extra work, arising from the additional cost of performing extra work shall be paid by a change order or field order to be issued upon physical completion of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra work.
- D. Irrespective of the method used or to be used by the State in determining the value of non unit price work, the Contractor shall, after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.

END OF SECTION

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