



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

ADDENDUM NO. 7 TO PROJECT NO. 45679

**CONSTRUCTION, HVAC, PLUMBING AND ELECTRICAL WORK
INDUSTRY SECURE CENTER
101 RYDER HILL ROAD
RUSH, NEW YORK 14543**

October 11, 2017

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.
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BIDDING REQUIREMENTS

CONSTRUCTION WORK

1. 007305 SUPPLEMENTARY CONDITIONS – CONSTRUCTION ACCELERATION INCENTIVES AND LIQUIDATED DAMAGES: Discard the section bound in the Project Manual and substitute the accompanying section noted "Revised 10/10/17".

HVAC WORK

1. 007305 SUPPLEMENTARY CONDITIONS – CONSTRUCTION ACCELERATION INCENTIVES AND LIQUIDATED DAMAGES: Discard the section bound in the Project Manual and substitute the accompanying section noted "Revised 10/10/17".

ELECTRICAL WORK

1. 007305 SUPPLEMENTARY CONDITIONS – CONSTRUCTION ACCELERATION INCENTIVES AND LIQUIDATED DAMAGES: Discard the section bound in the Project Manual and substitute the accompanying section noted "Revised 10/10/17".

PLUMBING WORK

1. 007305 SUPPLEMENTARY CONDITIONS – CONSTRUCTION ACCELERATION INCENTIVES AND LIQUIDATED DAMAGES: Discard the section bound in the Project Manual and substitute the accompanying section noted "Revised 10/10/17".

SPECIFICATION GROUP (FOR ALL TRADES - CONSTRUCTION, HVAC, PLUMBING AND ELECTRICAL WORK)

1. 011000 SUMMARY OF THE WORK, Article 1.03: Change Article 1.03 to read:

1.03 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

- “A. Phase 1: Work shall include completion of the Work at Buildings 80, 81, 82, 90 and Site Work including site security and lighting.
- a. Substantially complete the Work by August 21, 2018.
 - i. 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.
 - ii. 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.
 - b. Physically complete the Work as outlined below:
 - i. Complete Punch List items and vacate the site by September 28, 2018.
 - ii. Complete the remainder of Contract Closeout Documentation by November 2, 2018.
- B. Phase 2: Work shall include completion of the Work at Buildings 77 and 78.
- a. Substantially complete the Work by November 17, 2018.
 - i. 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.
 - ii. 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.
 - b. Physically complete the Work as outlined below:
 - i. Complete Punch List items and vacate the site by December 15, 2018.
 - ii. Complete the remainder of Contract Closeout Documentation by January 9, 2019.”

END OF ADDENDUM

Margaret F. Larkin
Executive Director
Design and Construction

DOCUMENT 007305

**SUPPLEMENTARY CONDITIONS – CONSTRUCTION ACCELERATION
INCENTIVES AND 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, substitute 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 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 \$1,500.00 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.

Add the following paragraph:

13.9 Construction Acceleration Incentives: In return for substantial completion of the Work of Phase 1 of this Contract prior to the day specified in Section 011000 for substantial completion of Phase 1 Work, the State will pay to the Contractor the sum of \$7,300 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$219,000 in addition to the sum specified in the Agreement. In return for substantial completion of the Work of Phase 2 of this Contract prior to the day specified in Section 011000 for substantial completion of Phase 2 Work, the State will pay to the Contractor the sum of \$5,000 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$150,000 in addition to the sum specified in the Agreement. The contract acceleration incentive, if earned, will not be paid until the Work is substantially complete except for subsequent modifications and changes issued pursuant to the General Conditions after the substantial completion date.

15.1 Delete this Paragraph in its entirety and replace with.

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, construction acceleration incentives or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

END OF DOCUMENT

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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 \$1,500.00 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.

Add the following paragraph:

13.9 Construction Acceleration Incentives: In return for substantial completion of the Work of Phase 1 of this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 1 Work, the State will pay to the Contractor the sum of \$1,700 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$51,000 in addition to the sum specified in the Agreement. In return for substantial completion of the Work of Phase 2 of this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 2 Work, the State will pay to the Contractor the sum of \$1,000 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$30,000 in addition to the sum specified in the Agreement. The contract acceleration incentive, if earned, will not be paid until the Work is substantially complete except for subsequent modifications and changes issued pursuant to the General Conditions after the substantial completion date.

15.1 Delete this Paragraph in its entirety and replace with.

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, construction acceleration incentives or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

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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 \$1,500.00 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.

Add the following paragraph:

13.9 Construction Acceleration Incentives: In return for substantial completion of the Work of Phase 1 of this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 1 Work, the State will pay to the Contractor the sum of \$2,600 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$78,000 in addition to the sum specified in the Agreement. In return for substantial completion of the Work of Phase 2 of this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 2 Work, the State will pay to the Contractor the sum of \$1,600 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$48,000 in addition to the sum specified in the Agreement. The contract acceleration incentive, if earned, will not be paid until the Work is substantially complete except for subsequent modifications and changes issued pursuant to the General Conditions after the substantial completion date.

15.1 Delete this Paragraph in its entirety and replace with.

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, construction acceleration incentives or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

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Add the following paragraph:

13.9 Construction Acceleration Incentives: In return for substantial completion of the Work of Phase 1 this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 1 Work, the State will pay to the Contractor the sum of \$800 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$24,000 in addition to the sum specified in the Agreement. In return for substantial completion of the Work of Phase 2 this Contract prior to the day specified in Section 011000 for substantial completion of the Phase 2 Work, the State will pay to the Contractor the sum of \$600 per day for each day remaining up to the day specified for substantial completion of the Work, such sum not to exceed \$18,000 in addition to the sum specified in the Agreement. The contract acceleration incentive, if earned, will not be paid until the Work is substantially complete except for subsequent modifications and changes issued pursuant to the General Conditions after the substantial completion date.

15.1 Delete this Paragraph in its entirety and replace with.

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, construction acceleration incentives or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

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