



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



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**ADDENDUM NO. 1 TO PROJECT NO. M3041**

**ELECTRICAL WORK  
RESTORE ELECTRICAL SYSTEMS, VARIOUS BUILDINGS, SANDY  
SING SING CORRECTIONAL FACILITY  
354 HUNTER STREET  
OSSINING, NEW YORK, 10562-5498**

February 12, 2014

**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**

1. SECTION 003113 PRELIMINARY PROJECT SCHEDULE: Add the attached Section (page 003113-1) to the Project Manual.
2. SECTION 004113 BID FORM: Discard the Section bound in the Project Manual and substitute the attached Section (pages 004113-1 and 004113-2) noted "Revised 2/12/14".

**SPECIFICATION**

3. SECTION 013119 PROJECT MEETINGS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 013119-1 and 013119-2) noted "Revised 2/12/14".
4. SECTION 013200 CONSTRUCTION PROGRESS DOCUMENTATION: Add the attached Section (pages 013200-1 THRU 013200-6) to the Project Manual.
5. Page 023313 – 1, Subparagraph 1.01 A. 1: Change "8 hours" to "24 hours".

**WORK DRAWINGS**

6. Drawing No. E-506:
  - a. DRAWINGS NOTES: Change Note ③ to read:  
"③ PROVIDE SPUN CONCRETE POWER POLE SUITABLE FOR USE WITH APPROVED TRANSFORMER WEIGHT AT THE INSTALLATION HEIGHT. SUBMIT ULTIMATE GROUND LEVEL MOVEMENT CALCULATIONS PRIOR TO PROCUREMENT." TO "PROVIDE SPUN CONCRETE POWER POLE SUITABLE FOR USE WITH APPROVED TRANSFORMER WEIGHT AT THE INSTALLATION HEIGHT. THE CONCRETE POLE SHALL BE CLASS 'D' OR THE EQUIVALENT OF CLASS '4' WOOD POLE."

**END OF ADDENDUM**

James Dirolf, P.E.  
Director of Design

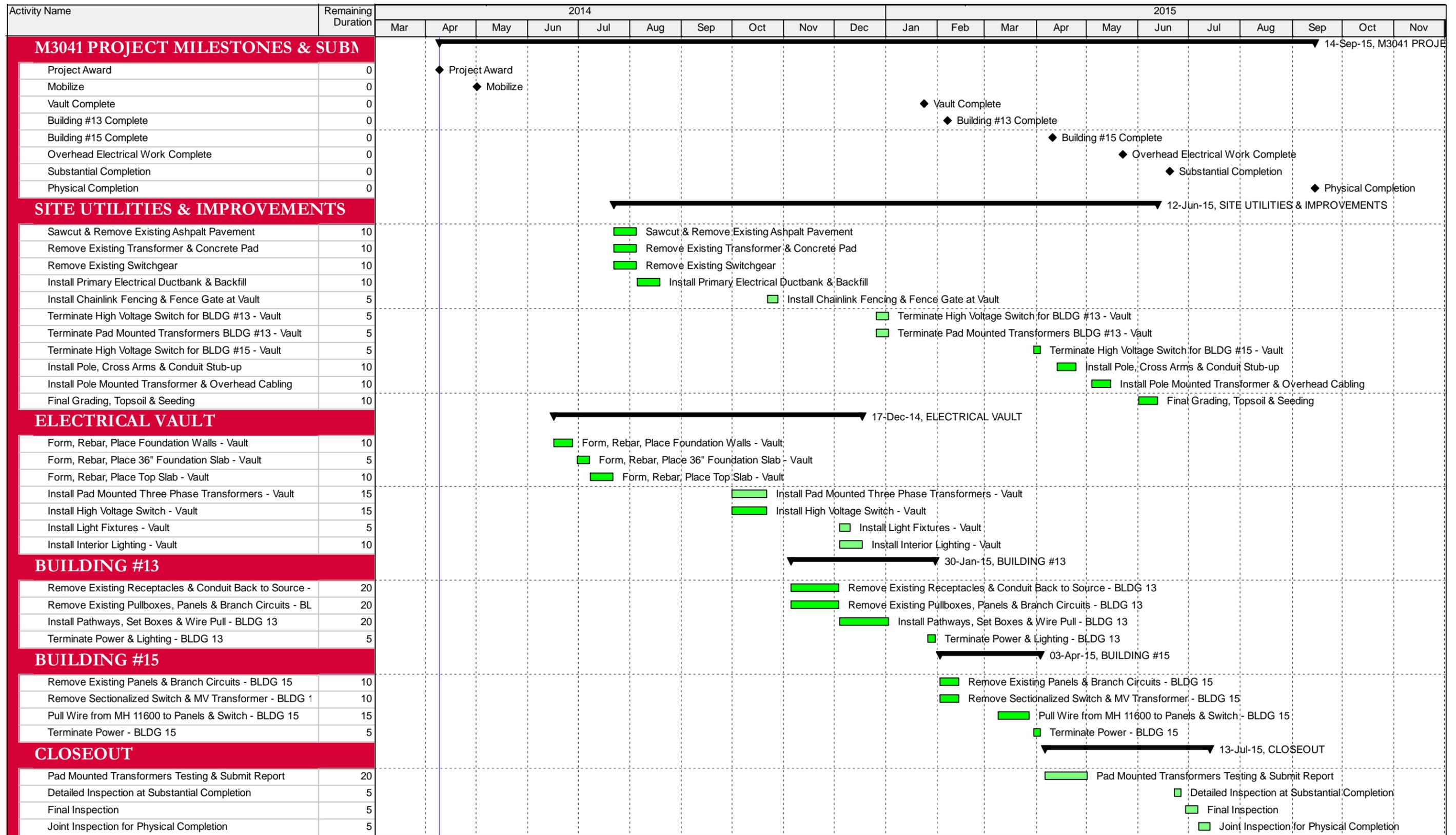
## **DOCUMENT 003113**

### **PRELIMINARY PROJECT SCHEDULE**

A Preliminary Project Schedule has been prepared for this project in CPM network format utilizing the Precedence Diagram Method. Bid Milestones are presented on the following pages which encompass the anticipated durations of Work related to the Project. The detailed Preliminary Project Schedule will be made available for review by the Contractors after award of the Contract to further assist in final CPM Baseline Project Schedule preparation in accordance with Sections 013200 and 013119.

After execution of the CMU-01 Agreement (blank included on last page of document 013200), the Project Schedule will become the basis for coordinating the work activities, measuring progress, and approving progress payments.

NOTE: The Bid Milestones summarizing the Preliminary Project Schedule included in this Document are to be used as reference in preparing a bid response. It is not intended that these examples limit the Contractor in anyway in preparation of a bid response.



DETACH AND USE THIS FORM

BID FORM FOR: M3041-E

**ELECTRICAL WORK**  
**RESTORE ELECTRICAL SYSTEMS, VARIOUS BUILDINGS**  
**SANDY**  
**SING SING CORRECTIONAL FACILITY**  
**354 HUNTER STREET**  
**OSSINING, NY**

State of New York  
 Office of General Services  
 Design and Construction Group  
 Division of Contract Administration  
 35th Floor, Corning Tower  
 The Gov. Nelson A. Rockefeller  
 Empire State Plaza  
 Albany, NY 12242

***THIS IS A 2 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.***

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation set forth in the Supplementary Conditions. The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise participation set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the State and he/she does not submit executed copies of the Agreement **WITHIN 48 HOURS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT**. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) This contract shall not cause or result in a violation of Section 73(4) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall sell any goods or services having a value in excess of twenty-five dollars to any state agency unless pursuant to an award or contract let after public notice and competitive bidding."

(5) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties."

(6) The bidder recognizes New York State Finance Law §139-j and §139-k and understands and agrees to comply with all of its requirements and procedures.

(7) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

STANDARD & SHORT FORM CONTRACTS

(8) Will New York State Businesses be used in the performance of this contract? \_\_\_\_\_ (refer to Document 007324)  
Yes No

Addenda to the Contract Documents are available at: <https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>.

The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

\_\_\_\_\_  
\_\_\_\_\_

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

**BID AMOUNT**

- 1. All Work except Allowance(s) \$ \_\_\_\_\_ .00
- 2. Allowance(s) (As described in Section 012100) \$ 95,100.00
- Total Bid Amount (Sum of 1. & 2.)** \$ \_\_\_\_\_ .00

SIGN BID HERE \_\_\_\_\_  
Authorized Signature

PRINT NAME OF SIGNER \_\_\_\_\_

TITLE OF SIGNER \_\_\_\_\_

OFFICIAL COMPANY NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
Street

\_\_\_\_\_ City State Zip

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_  
Area Code Area Code

E-MAIL ADDRESS \_\_\_\_\_

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## **SECTION 013119**

### **PROJECT MEETINGS**

#### **PART 1 GENERAL**

##### **1.01 INITIAL JOB MEETING**

- A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.
  - 1. A copy of the Facility's current Visitor Identification Policy will be distributed.

##### **1.02 PROJECT SCHEDULE DEFINITION MEETING**

- A. The initial Project Schedule Definition meeting will be held within 15 calendar-days of Project award. The Director's Representative will notify all parties concerned of the time and place of the meeting. The meeting will be conducted by the Director's Representative for the purpose of providing information for the development of the Baseline Project Schedule, and the required reports and reporting formats to be submitted by the Schedule Preparer for the duration of the Project.
- B. The Schedule Preparer will develop the Baseline Project Schedule according the requirements in Section 013200 and based on the discussions and mutual agreements reached at the Project Schedule Definition meeting.
  - 1. A monthly Project Schedule meeting will be held to update the Project Schedule. A qualified Contractor's Representative for each Contractor will be required to attend and provide updated information as outlined in Section 013200.

##### **1.03 BI-WEEKLY JOB MEETINGS**

- A. Unless otherwise directed, job meetings will be held bi-weekly at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:
  - 1. Review job progress, quality of Work, and approval and delivery of materials.
  - 2. Identify and resolve problems which impede planned progress.
  - 3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.
  - 4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.

5. Maintain sound working procedures.

#### **1.04 PRE-INSTALLATION MEETINGS**

- A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings and approved submittals in preparation for start of a particular activity.
- B. The meetings shall be attended by the Director's Representative, a Design Representative and the Contractor's Representative including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.
- C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

#### **1.05 ATTENDANCE**

- A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative.
- B. The Contractor's Representative shall be a competent supervisor familiar with the work and have authority to act for the Contractor.
- C. If the Contractor's Representative fails to attend 2 scheduled meetings without prior approval, the contractor will be directed to replace the current Contractor Representative. Further incidents of non-attendance by the Contractor's Representative, will form the basis for review of the Contractor's responsible bidder status.

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

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

**END OF SECTION**

## **SECTION 013200**

### **CONSTRUCTION PROGRESS DOCUMENTATION**

#### **PART 1 GENERAL**

##### **1.01 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE**

- A. Preliminary Project Schedule: Document 003113.
- B. Summary of Work: Section 011000.
- C. Administrative Requirements: Section 013000.
- D. Project Meetings: Section 013119.

##### **1.02 SUMMARY**

- A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, and predict and prevent delays to established sequences and milestones during performance of the Work, including the following:
  - 1. Critical Path Method schedule and reports.
  - 2. Material location and delivery reports.
  - 3. Field condition reports.
  - 4. Special reports.
  - 5. Change management.

##### **1.03 DEFINITIONS**

- A. Project: Work to be performed as part of one or more Contracts.
- B. Schedule: A comprehensive leveling of necessary procedural tasks, the sequencing of those tasks, and the incorporated resource allocation required to successfully complete the Work by the Project completion date.
- C. Activity: An intricate part of the Work that can be identified and measured for planning, coordinating, monitoring, and controlling the project.
- D. Milestone: A significant start or finish to Work on the Project defined by both the Director's Representative and the Contractors.
- E. Bid Milestones: Milestones or phases identified and included in the Contract Documents to be utilized by the Contractors in developing the Baseline Project Schedule.

- F. CPM: Critical Path Method is a scheduling process used to plan and coordinate the Project, arranging activities based on logical relationships in order to create a network diagram of interconnected procedures.
- G. Baseline Project Schedule: The initial CPM schedule for completion of the Work of the Project in accordance with the Contract duration, approved by the Director's Representative and Contractors, and completed by the Schedule Preparer.
  - 1. Following the initial update to the Baseline Project Schedule, including but not limited to starts, finishes, activity percent complete, logic adjustments, or duration amendments, as agreed upon at the Project Schedule meeting by the Contractors and the Director's Representative, the current updated schedule rendering will be defined as the Project Schedule.
  - 2. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the Project Schedule Definition meeting.
- H. PDM: Precedence Diagram Method utilizes standard CPM calculations creating an interdependent logical relationship between activities and a dependent path from Project Award through Substantial and Physical Completion.
- I. Float: The measure of latitude in starting and/or completing an activity without impeding on the successful realization of Project milestones.
  - 1. Float time is not for the exclusive use or benefit of either the State or the Contractors, but is a jointly owned expiring Project resource; float is available as needed to meet scheduled milestones and Project completion.
  - 2. Recognizing float within an activity, or chain of activities, does not permit the Contractors to delay progress or completion of an activity.
- J. Critical Path: A progressing sequence of interdependent activities within the schedule network containing zero (0d) total float and establishing the minimum Project Substantial and Physical Completion duration.
- K. Resource: Any labor, material, or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.

#### **1.04 SCHEDULE PREPARER**

- A. The Director's Representative shall designate a schedule preparer responsible for the preparation of the Preliminary Project Schedule, the Baseline Project Schedule, and all required updates and reporting for the Project Schedule. The schedule preparer shall possess a minimum of five (5) years of construction related scheduling experience, shall have developed and maintained at least two (2) schedules for projects of similar size and scope, and shall be competent in the use of the specified Scheduling Software.

#### **1.05 DEVELOPMENT OF THE PROJECT SCHEDULE**

- A. The Director's Representative will schedule the Project Schedule Definition Meeting as outlined in Section 013119. The meeting will include a review of the Schedule Preparer's initial project schedule. The discussions and mutual agreements reached at this and subsequent meetings form the basis for the CPM Preliminary Project Schedule and the development of the CPM Project Schedule, defined as the Baseline Project Schedule, and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.
- B. The Schedule Preparer is to complete the Baseline Project Schedule with information provided by the Contractors and Director's Representative and submit to the Contractors and Director's Representative for review and approval.
- C. The Contractors will sign the CMU 01 Agreement form (blank included at end of this Section) within five (5) calendar-days of final Baseline Project Schedule review and approval by the Director's Representative. Failure to develop and submit the Baseline Project Schedule and sign the CMU 01 Agreement form will not absolve the Contractors of the scheduling requirements. The Contractors will be required to provide the necessary resources, at no additional charge to the State, to complete the Project in the manner defined by a Schedule Preparer acting as the Director's Representative.
- D. Preliminary or Baseline Project Schedules recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Preliminary or Baseline Project Schedule.
- E. Bid Milestones included in the Contract Documents are to be incorporated into the project schedule.
- F. During the period between Project Award and the execution of the CMU-01 Agreement by the Contractors and the Director's Representative, the Contractors will comply with the Preliminary Project Schedule and will be responsible for providing the necessary resources to complete the Work as defined by the Director's Representative and Schedule Preparer.

#### **1.06 UPDATING THE PROJECT SCHEDULE**

- A. Monthly Project Schedule meetings will be held to update the actual start, actual finish, and the percent complete of activities being performed for the purpose of determining the status of construction progress on the updated Project Schedule.
  - 1. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and activity percent complete on a daily basis.
  - 2. The Contractors and Director's Representative will review the documented progress at the Project Schedule meeting prior to incorporating the information on the Project Schedule.
  - 3. Any Contractor failing to progress their Work as outlined in the updated Project Schedule will be informed of their deficiencies and, if required, be requested to provide a recovery option.

- B. The Contractors will furnish all schedule information requested by the Director's Representative. Any Contractor who fails to furnish accurate information during the Project Schedule meeting will be required to provide all resources necessary to execute the updated Project Schedule based on progress information documented and recorded by the Director's Representative.
- C. Project Schedule updates recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

#### **1.07 MAINTAINING SCHEDULE**

- A. Perform the Work in accordance with the Project Schedule and provide resources necessary to maintain the progress of activities as scheduled so that no delays are caused to other Contractors engaged in the Work.
  - 1. Should any Contractor fail to maintain progress according to the Project Schedule, or cause delay to another Contractor, that Contractor shall provide such additional manpower, equipment, additional shifts, or other measures, at their own cost, to bring their operations back on schedule.
  - 2. Performing activities as part of the Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

#### **1.08 RECOVERY SCHEDULE**

- A. CPM Recovery Schedule: When periodic updates indicate the Work is 15 or more calendar-days behind the approved Baseline Project Schedule's Substantial or Physical Completion dates, the Contractors will present recovery options to the Director's Representative to be incorporated into an updated Project Schedule by the Schedule Preparer; these include, but are not limited to, allocating additional resources for activity duration reduction, modifying network logic, or revising activity sequences.
- B. Any Contractor failing to furnish recovery options to the Director's Representative for a CPM Recovery Schedule within 10 calendar-days subsequent to the monthly Project Schedule update will be required to provide all resources necessary to execute an updated Project Schedule defined by the Director's Representative and updated by the Schedule Preparer.
- C. Alterations to the Project Schedule by a CPM Recovery Schedule will require the approval of the Contractors and the Director's Representative.
- D. Approved alterations to the Project Schedule by a CPM Recovery Schedule, will constitute the updated Project Schedule.
  - 1. The updated Project Schedule following the implemented CPM Recovery Schedule will be recognized as the primary baseline schedule for reporting. The Baseline Project Schedule will be retained as a secondary baseline schedule and will be utilized to measure progress against the alterations.

- E. A CPM Recovery Schedule recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

## **PART 2 PRODUCTS**

### **2.01 SCHEDULING SOFTWARE**

- A. Scheduling Software: Schedule is to be prepared utilizing the electronic file provided by the Director's Representative and developed specifically to interface with the State's schedule program portfolio.
  - 1. Utilize Oracle Primavera P6® PPM or EPPM operating system.

### **2.02 SCHEDULE UPDATE REPORTS**

- A. The Schedule Preparer is to submit update reports in the format required by the Director's Representative, defined during the Project Schedule Meeting. These reports include but are not limited to, the updated P6® file, Gantt charts, logic reports, look-aheads, change management reports, and a Narrative Statement.
- B. Reports are to be provided within five (5) calendar-days of the Project Schedule meeting to allow the Director's Representative and the Contractors time for review of the information for accuracy and prior to approval of progress payments.

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

PROJECT NO. \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

REPORT NAME(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is agreed that the Baseline Project Schedule defined by the above listed computer reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts.

FOR THE ELECTRICAL WORK CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_