



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. Q1471

**CONSTRUCTION WORK
PROVIDE STAIRS TO ACCESS GENERATORS
LINCOLN CORRECTIONAL FACILITY
31-33 WEST 110TH STREET
NEW YORK, NY 10026**

December 30, 2011

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.

SPECIFICATIONS

1. SECTION 011000 SUMMARY OF THE WORK: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 011000 -1 thru 011000- 3) dated 12/30/2011.
2. SECTION 007305 SUPPLEMENTARY CONDITIONS LIQUIDATED DAMAGES: Add the accompanying section (page 007305 – 1) to the Project Manual.

END OF ADDENDUM

James Dirolf, P.E.
Director of Design

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 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 \$1,000.00 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 Delete this Paragraph in its entirety and replace with.

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 011000

SUMMARY OF THE WORK

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: Fixed price.

1.02 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

- A. Substantially complete the Work within 180 days after the Agreement is approved by the Comptroller.
 - 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.
- B. Physically complete the Work within 90 days after the established Substantial Completion date.

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 CONTRACTOR USE OF PREMISES

- A. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting.
- B. Work hours shall be as established by the Facility authorities through the Director's Representative.
- 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 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.
- E. Do not diminish the level of life safety during performance of the Work.

1.06 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.
- B. DOT Specifications: If the abbreviation DOT appears in these Specifications, it shall mean the most current edition of the New York State Department of Transportation, Office of Engineering specifications entitled "STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS", including all applicable Addenda in effect at the time of receipt of bids. The DOT specifications may be purchased from the Department of Transportation, Plan and Publication Sales, 50 Wolf Road, Albany, NY 12232, (518) 457-2124.

1.07 COMPLIANCE

- A. Comply with applicable regulatory requirements. If there are conflicts between local, State, and/or Federal regulatory requirements seek a consultation with the New York State Department of Labor. Resolve conflicts to the satisfaction of the New York State Department of Labor prior to commencing the Work.

1.08 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.

1.09 CLEANING UP

- A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each work day and leave work areas broom clean. Locate containerized rubbish where directed.
- B. Remove piled rubbish from State property at least once a week or more often if the rubbish presents a hazard. Properly dispose of rubbish. Burning of rubbish will not be permitted.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION