

**SECTION 00 9114
ADDENDUM NUMBER 4**

DATE: August 10, 2016

TO: PROSPECTIVE BIDDERS

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated **July 1, 2016**, with amendments and additions noted below. Where addendum items below modify a portion of the Bid Documents, the remainder of the Bid Document remains unchanged.

******* THIS ADDENDUM CHANGES THE RECEIPT OF BIDS DATE TO AUGUST 30, 2016 *****
***** The last date that RFIs will be accepted is August 18, 2016 *******

******* This is a Wicks Law Project. All references to the Project Labor Agreement (PLA) in the Bid Documents shall be deleted.*******

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM.
FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.

This addendum consists of **4** page(s), in addition to the following document(s):

- A. Section 00 1113a Advertisement for Bids (2 pages).
- B. Section 00 2113a Instructions to Bidders (8 pages).
- C. Section 00 7346a Prevailing Wage Rates Schedule (87 pages).

CHANGES TO THE PROJECT MANUAL

- A. **REPLACE** Section 00 1113 with the following Section:
"00 1113a ADVERTISEMENT FOR BIDS"
- B. **REPLACE** Section 00 2113 with the following Section:
"00 2113a INSTRUCTIONS TO BIDDERS"
- C. MWBE AND DIVERSITY 00 4331:
 - 1. **DELETE** Part I Paragraph 3 on page 1 which reads "Contractors are also referred to the Phase II Project Labor Agreement, a copy of which may be obtained at <http://www.rcsdk12.org/rsmp>. The successful bidder will be required to comply with the terms and conditions of the Phase II Project Labor Agreement ("PLA"), including but not limited to provisions concerning workplace non-discrimination."

D. MWBE AND DIVERSITY – ATTACHMENTS 00 4331a:

1. **DELETE** the language on page 18 that reads “By signing below, I certify that I am an owner, principal, or other authorized agent of Company. I further certify that, if the Company is awarded any RSMP contract, it will adhere to the hiring practices set forth in the Project Labor Agreement (“PLA”) covering the RSMP, as well as the “Side Letter of Agreement” to the PLA entered into on or about _____, 2016, each of which I have had the opportunity to review.”

E. 00 5216 FORM OF CONTRACT:

1. **REPLACE** Part 2.2 on page 1 with the following: “2.2 LOCAL LABOR: The Project will be funded in part through the issuance of tax-exempt bonds by the County of Monroe Industrial Development Agency (“COMIDA”). Pursuant to the terms of the agreement between COMIDA and the Owner, COMIDA will require that the Project use only “Local Labor”, subject to certain permitted exceptions and waivers. The term “Local Labor” is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming, and Yates counties. Further information on the COMIDA program requirements applicable to the RSMP is available online at <http://www.growmonroe.org>.”
2. **DELETE** Part 2.3 on page 2 which reads “Local Labor; The Project will be funded...”

F. 00 7216 GENERAL CONDITIONS:

1. **REPLACE** Item #12 on page 1 in the Article index “Project Labor Agreement (PLA)” with new Item #12: “Local Labor”
2. **DELETE** Item #20 on page 4 of the Article index ““PROJECT LABOR AGREEMENT” or “PLA”: That certain agreement described and defined in Article 12 of these General Conditions.”
3. **REPLACE** the language on page 7 in Article 3.2.1 LABOR which reads “the Project Labor Agreement“ with the following language: “PRC # 2016006498”
4. **REPLACE** Article 9 on page 9 “QUALIFICATIONS FOR EMPLOYMENT...” with the following revised Article: “9. QUALIFICATIONS FOR EMPLOYMENT: Qualifications for employment of persons performing Work under this Contract shall comply with applicable federal and New York State laws and regulations.
5. **REPLACE** Article 10 on page 9 “HOURS OF WORK...” with the following revised Article: “10. HOURS OF WORK: First Shift is to be from 7:00 a.m. to 3:30 p.m., Second Shift is to be from 2:00 p.m. to 10:30 p.m.”
6. **REPLACE** Article 11 on page 9 “WAGE RATES...” with the following revised Article: “11. WAGE RATES: Each employee engaged in work on the Project shall be compensated as set forth in accordance with the wage rates required by New York State and federal laws and regulations as set forth in the Wage Rate Schedule (Section 00 73 46).”

7. **REPLACE** Article 12 on page 9 and 10 "PROJECT LABOR AGREEMENT (PLA)..." with the new Article 12 as follows: "12. LOCAL LABOR: The Project will be funded in part through the issuance of tax-exempt bonds by the County of Monroe Industrial Development Agency ("COMIDA"). Pursuant to the terms of the agreement between COMIDA and the Owner, COMIDA will require that the Project use only "Local Labor," subject to certain permitted exceptions and waivers. The term "Local Labor" is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming and Yates counties. Those providing labor to the Project must use best efforts to achieve compliance with the Local Labor requirement. Further information on the COMIDA program requirements applicable to the RSMP is available online at <http://www.growmonroe.org>."
 8. **REPLACE** the language in Article 13 "PAYMENT OF EMPLOYEES" on page 10 that reads "Project Labor Agreement, where applicable" with the following language: "NYS Department of Labor".
 9. **ADD** the following language on page 17 at the end of Article 31 SEPARATE CONTRACTS: "Contractor shall cooperate with the Owner, Program Manager, Architect, Engineer, Construction Manager, and other Contractors on the Project, making every reasonable effort to reduce the Contract Time."
 10. **ADD** the following language on page 24 at the end of Article 51 CLAIMS AND DISPUTES: "6. LABOR HARMONY: The Contractor shall be responsible for labor peace on the Project and shall at all times exert its best efforts and judgement as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall, at all times, maintain Project wide labor harmony. The Contractor shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes except as specifically provided for elsewhere in these General Conditions."
- G. **DELETE** the following Section:
"00 7217 48 HOUR WORKFORCE INSTRUCTIONS"
- H. **DELETE** the following Section:
"00 7217a 48 HOUR WORKFORCE REQUEST"
- I. **ADD** the following Section:
"00 7346a PREVAILING WAGE RATES SCHEDULE"
- J. **DELETE** the following Section:
"00 9100 PROJECT LABOR AGREEMENT COVER SHEET"
- K. **DELETE** the following Section:
"00 9100a PROJECT LABOR AGREEMENT "

- L. 01 1200 MULTIPLE CONTRACT SUMMARY
DELETE Part 1.1 Paragraph 3 which reads “Project Labor Agreement (PLA). A sample copy of the PLA may be obtained at <http://www.rcsdk12.org/rsmp>.”

END OF ADDENDUM NUMBER 4