

- polling them and meeting with them onsite to review the issue prior to its submission as an RFI. The Consultant may attend such meetings.
- g. Contractor to coordinate response from Consultant with subcontractors.
  - h. The RFI shall contain a description of what the Contractor believes to be the intent of the design documents, with due regard to Section 1.06 of the Agreement, along with reasons why the RFI is required.
  - i. RFIs shall only be submitted on the approved forms.
  - j. RFIs that do not comply with the above requirements will be returned to the Contractor for revision and resubmission.
- 2. The Consultant will review all RFIs to determine whether they are RFIs within the meaning of this term as defined above. If the Consultant determines that the document submitted is not an RFI, it will be returned to the Contractor un-reviewed as to content, for resubmission in the proper manner and it will be removed from the RFI log.
  - 3. The Consultant will respond to all RFIs within 10 business days of its receipt, unless the Consultant determines that a longer time is required for an adequate, coordinated response. If the longer response time is deemed necessary, the Consultant will notify the Contractor of that necessity and indicate when the response will be completed within 10 business days of its original receipt.
  - 4. Based on projects of similar complexity, it is anticipated that there may be up to 250 RFIs on this project and that multiple responses may be required to adequately answer each RFI.
  - 5. Responses to RFIs shall not change any requirements of the documents.

#### 01 26 43 Amendments (Section E)

- 1. Amend the Agreement as follows:

In Article I, Section 1.12, Notices, after the "The State University Construction Fund" in the line starting with Name, John Horgan; in the line starting with Title, Associate Project Coordinator; in the line starting with Address, H. Carl McCall SUNY Building, 353 Broadway, Albany New York 12246; and in the line starting with Telephone Number, (518) 320-3241 and in the line starting with E-mail address, John.Horgan@suny.edu.

- 2. Amend the Agreement as follows:

#### **[Not Required]**

In Article II, Section 2.06, add the following:

~~*(4) In addition to the superintendent required by 2.06(1) and (2), provide a full-time Project Manager who has ten (10) years' experience as a Project Manager with experience on three (3) other projects of similar size and scope. "Full-time" in the previous sentence is defined as being on the site of the work at any time work is being performed unless an absence is approved by the Consultant and the Fund. The Project Manager shall provide constant personal attention in managing the prosecution of all the work while it is in progress and shall respond to concerns expressed by the Consultant and the Fund in a responsible and reliable manner. The Project Manager shall not be obligated to perform any other work that is likely to impair his/her attention to the prosecution and completion of the work of this Contract. The Project Manager shall be*~~

~~acceptable to the Consultant and the Fund and shall not be replaced without written permission of the Consultant and the Fund unless the Project Manager proves to be unsatisfactory to the Contractor or ceases to be in its employ. The value of the Project Manager in the Contract Breakdown required in Section 4.08 of Article IV shall be fixed at \$10,000 for each month, or portion thereof, prior to the substantial completion date specified on page A-1 of the Agreement.~~

3. Amend the AGREEMENT as follows:

In Article II, Section 2.20, paragraph 1(b), 12<sup>th</sup> line, after the word "Section" ADD the following:

*"except for the single / sole source shown in Specification Sections 28 31 11 Digital Addressable Fire Alarm System, and Section 23 09 23 Direct Digital Control (DDC) System or HVAC, where the use of another product is not permitted."*

4. Amend the AGREEMENT as follows:

In Article V, Section 5.06 is amended as follows:

In Section 5.06 (2) (a), Delete the last sentence and insert the following in its place: "The limits under such policy shall not be less than: \$2,000,000 each occurrence; \$2,000,000 general aggregate; and products/completed operations with an aggregate limit of \$2,000,000."

5. Amend the AGREEMENT as follows:

**[Not Required]**

In Article V, Section 5.06 is amended as follows:

~~In Section 5.06(1)h: Revise 2<sup>nd</sup> sentence to add the following additional insured \_\_\_\_.~~

~~In Section 5.06(2)e: Revise 1st sentence to add the following additional insured \_\_\_\_.~~

~~In Section 5.06(2)f: Revise 2nd sentence to add the following additional insured \_\_\_\_.~~

6. Amend the Agreement as follows

- a. In Article VI, Section 6.03, Part (2) Contract Goals, DELETE paragraph (a) in its entirety and replace with the following:

"a. For purposes of this **Contract**, the Fund hereby establishes goals of **12%** for Minority-Owned Business Enterprises ("MBE") participation and **8%** for Women-Owned Business Enterprises ("WBE") participation (**collectively, "MWBE Contract Goals"**).

i. The **12%** goal for Minority-Owned Business Enterprise participation shall be applied as follows: a maximum of one third (1/3) of the goal may be applied to purchases of materials, supplies, and equipment from MBEs.