



Bid Solicitation Update

Subject: Revision and Clarification to Bid Specification

DATE: July 20, 2015

IFB/RFP: 22971 BID OPENING DATE | TIME: July 23, 2015 | 11:00 AM

GROUP | TITLE: GROUP: 31503 - Bituminous Concrete Hot Mix Asphalt –VPP – 2nd Letting
(2015 NYSDOT Specific Projects)(Federal & State Funds)

OGS DESIGNATED CONTACTS:

| | | | |
|---------------|-------|--------------|--------------------------|
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To Prospective Bidders:

Revisions on the aforementioned Invitation for Bids begin on page two (2) of this Bid Solicitation Update.

It is the responsibility of the bidder to incorporate any changes into their bid documents.

All other terms and conditions of the bid solicitation remain unchanged. All bids shall be considered on the basis of this amendment.

If submitting a bid, this letter should be signed, attached to and made a part of your bid.

Bid of (Company): _____

Address: _____

City, State, Zip: _____

Signature of Bidder: _____

Printed Copy of Signature: _____

Date: _____

Revision to Bid Specification

Section 60 – “Indemnification” of the Appendix B (included in the above Invitation for Bids) has been deleted and replaced with the following:

Section 60 - Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.
