

June 4, 2024

PROJECT: Delavan Trunk Sewer Improvements at Florida Street (SPP 229A CSO-053_10)

ENGINEER: Hazen and Sawyer
1 Seneca Street, Suite 2875
Buffalo, NY 14203

OWNER: Buffalo Sewer Authority
1038 City Hall
Buffalo, NY 14202

To All Bidders:

This Addendum No. 06 is issued for the purpose of amending the requirements of the Contract Documents. Contractors submitting bids for the above-named project shall take note of the following changes, additions, deletions, clarifications, etc., in the Contract Documents, which shall become a part of and have precedence over anything contrarily shown or described in the Contract Documents, and all such shall be taken into consideration and be included in the Contractor's bid proposal.

Bidders are hereby informed that plans and specifications for the above-mentioned contract are modified, corrected, and/or supplemented as follows, and that Addendum No. 06 becomes a part of the Contract Documents and consists of Item Nos. 1 through 2.

(Please see attached pages.)

Plan holders wishing to submit bids should acknowledge receipt of this and all Addenda by listing the Addenda Number and Date as required on the appropriate line of the Bid Form.



6/4/2024

1. DRAWING CHANGES:

1.1. Delete the following drawing sheets in their entirety and replace with the attached drawings in Attachment No. A.

- a. C003, Plan and Profile, Line 1 - Sta. 0+00 - Sta. 2+40 (EOL), Line 2 – 0+00 – 0+67 (EOL), Florida Street Storm Sewer
- b. CD06, Details, Standard Sidewalk and Driveway Apron Details.

2. SPECIFICATION CHANGES:

2.1. Section 00 73 00 – Supplementary Conditions

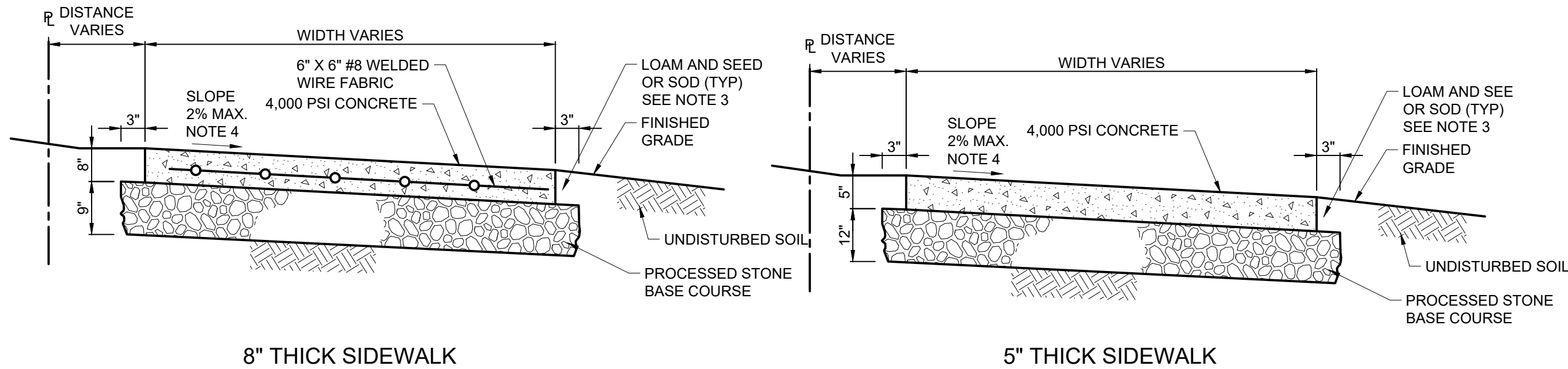
- a. **DELETE** this section in it's entirety and **REPLACE** with revised section attached in Attachment B.

RESPONSES TO BIDDER QUESTIONS:

Do you have rim, inverts and or depth for the Engineered Stormwater System? The detail shown on CD02 indicates a 12" dia Max. inlet and a 15" dia. Max outlet. Are we to assume that a 12" outlet is acceptable?	Refer to revised sheet C003 issued in Addendum No.6 under Attachment A.
What is the thickness of asphalt courses for driveway's	Refer to revised sheet CD06 issued in Addendum No.6 under Attachment A.
You're asking for a \$5M occurrence with a \$1M aggregate which doesn't make sense. Do you mean you want a \$1M Occurrence with a \$5M Aggregate??	Refer to revised specification issued in addendum No.6 as attachment B
Note 7 on Sheet G003, says to "Remove existing trees as indicated" Are these trees to be replaced as indicated in the original drawings? The replacement note is missing.	Refer to sheet L001 issued in Addendum No.5

ATTACHMENT A

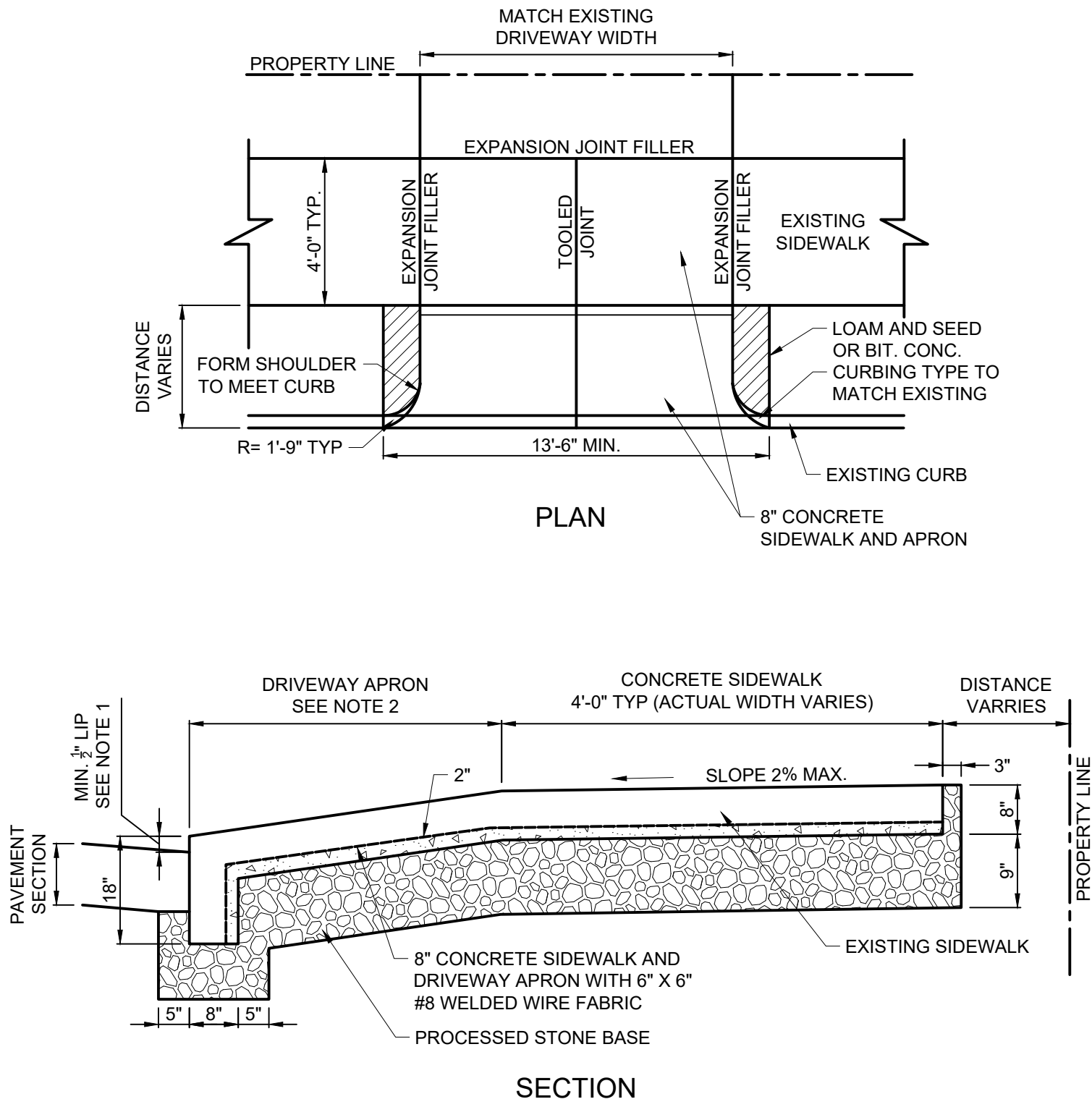
File: C:\USERS\JROBINSON\DCAD\CD06\HAZEN AND SAWYER\9436-002_BSA_JEFFERSON AVE SMART SERVER\PROJECT FILES\01_DESIGN\SPP-229A\CIVIL\9436-002-CD06 Saved by JROBINSON Save date: 6/3/2024 12:26 PM
PLOT DATE: 6/3/2024 12:38 PM BY: JROBINSON



- NOTES:
- 8" THICK REINFORCED SIDEWALK TO BE USED AT ALL DRIVEWAY CROSSINGS UNLESS OTHERWISE REQUIRED BY THE MUNICIPALITY.
 - 3" PRE-MOLDED NON-EXTENSIBLE BITUMINOUS JOINT MATERIAL AND 5/8" X 24" DOWELS TO BE INSTALLED ON EITHER SIDE OF ALL DRIVEWAY CRISSINGS. TOOLED JOINT PATTERN TO BE VARIED AS DIRECTED TO CONFORM TO ADJACENT MARKINGS.
 - ANY PEDESTRIAN RAMPS THAT ARE DISTURBED SHALL BE REPLACED IN-KIND. GRADE THEN 6" LOAM AND SEED OR SOD ALL AREAS NOT COVERED BY SIDEWALK OR PAVEMENT THAT ARE DISTURBED DURING THE SIDEWALK REMOVAL AND REPLACEMENT.
 - MATCH SLOPE OF EXISTING SIDEWALK OR PROVIDE MAXIMUM 2% SLOPE.
 - THE SPECIFICATION AND REGULATIONS OF THE LOCAL MUNICIPALITY HAVING CONTROL OVER THE SIDEWALK SHALL SUPERSEDE THIS DETAIL.

CONCRETE SIDEWALK RESTORATION

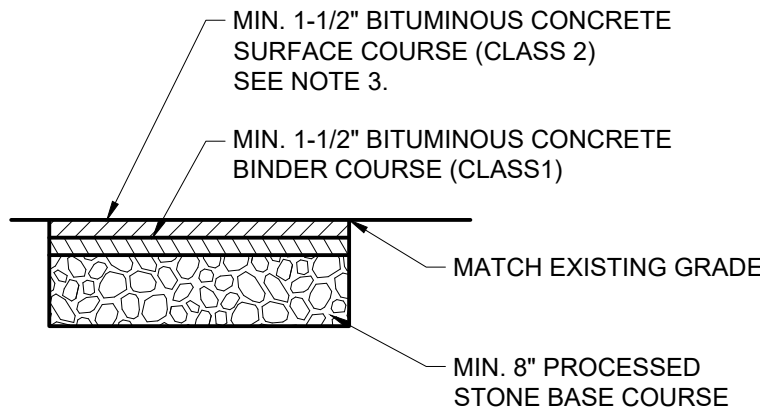
DETAIL	27
SCALE: NTS	CD06



- NOTES:
- PROVIDE MIN. 3/4" LIP OR GREATER, IF REQUIRED BY MUNICIPALITY OR NYDOT.
 - THE SPECIFICATION AND REGULATIONS OF THE MUNICIPALITY HAVING CONTROL OVER THE DRIVEWAY APRON AND SIDEWALK SHALL SUPERCEDE THIS DETAIL.

CONCRETE DRIVEWAY APRON RESTORATION

DETAIL	28
SCALE: NTS	CD06



- NOTES:
- RESTORE SURFACE OF DISTURBED BITUMINOUS CONCRETE DRIVEWAYS OR DRIVEWAY APRONS TO MATCH EXISTING DEPTH AND DIMENSIONS.
 - SAW CUT EDGES OF EXISTING DRIVEWAY AND DISPOSE OF ALL CUTBACK MATERIALS.
 - PRIOR TO PLACEMENT OF THE OVERLAY, THE ENTIRE ROAD WIDTH WHERE OVERLAY IS TO BE PLACED SHALL BE CLEANED AND TACK COATED.
 - IMMEDIATELY AFTER PLACEMENT OF BITUMINOUS CONCRETE DRIVEWAY, ALL JOINTS BETWEEN THE EXISTING AND NEW DRIVEWAY AND SIDEWALK SHALL BE SEALED WITH HOT ASPHALT SEALER.

ASPHALT DRIVEWAY RESTORATION

DETAIL	29
SCALE: NTS	CD06

1	ADDENDUM 5	05/02/24	RH		
REV	ISSUED FOR	DATE	BY		

PROJECT ENGINEER:	R. HORVATH
DESIGNED BY:	R. HORVATH
DRAWN BY:	J. ROBINSON
CHECKED BY:	T. SHAFER
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	0 1/2" 1"

BID SET
DO NOT USE FOR
CONSTRUCTION

Hazen
HAZEN AND SAWYER
1 SENECA STREET, SUITE 2875
BUFFALO, NEW YORK 14203

BUFFALO SEWER AUTHORITY
BUFFALO, NY

DELAVAN TRUNK SEWER
IMPROVEMENTS AT FLORIDA STREET
(SPP 229A CSO-053_10)

DETAILS
STANDARD SIDEWALK AND
DRIVEWAY APRON DETAILS

DATE:	MAY 2024
HAZEN NO.:	90436-002
CONTRACT NO.:	C9-6602-33-00
DRAWING NUMBER:	CD06

ATTACHMENT B

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¹ Addendum No.6

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.02 *Terminology*

SC1.02 *Add the following new paragraphs immediately after Paragraph 1.02.G:*

- H. The words "As permitted", "As required", or words of like effect shall mean that the permission, or requirement of the Engineer is intended- the words "Approved", "Acceptable", "Satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer- and the words "Necessary", "Suitable", or "Equal", or words of like import shall mean necessary, suitable, or equal in the opinion of the Engineer.
- I. The words "Approval of the Owner" or "Approved by the Owner", "Approval of the Engineer" or "Approved by the Engineer", shall mean approval in writing.
- J. The word "Owner" shall mean the Buffalo Sewer Authority, Buffalo, NY. The Owner is treated as if it were singular number and neuter gender and the Contractor and the Engineer are treated as if each were in the singular and masculine gender.
- K. The word "State" shall mean the State of New York.
- L. The word "City" and/or "Town" shall mean City of Buffalo.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor three printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and

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one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 13 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

- 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties.
- 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.
- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication, and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$[number] per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

- 5. *Weather-Related Delays*
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 5 inches of precipitation (as rain equivalent, based on the snow/rain conversion

indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: zero degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the National Weather Service weather monitoring website.
- 3) Contractor has the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.
- 4) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B Foreseeable Bad Weather Days.
- 5) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5 – SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.05 Differing Subsurface or Physical Conditions

SC-5.05 Add the following paragraphs immediately after Paragraph 5.05E.4

5. Any adjustment in compensation and/or any adjustment in contract time because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made in accordance with the provisions of Section 00 72 00.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Delete all references to Payment Bond or requirements related to Payment Bonds.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Final Completion.¹
2. Prior to the start of the project, the Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 10 percent of the final Contract Price. The warranty bond period will extend to a date 1 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with

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the final application for payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.03 Insurance

SC-6.03 Amend entire Paragraph 6.03 with the following provisions:

- A. The Contractor shall not commence any work until insurance protecting him/her from claims which may arise from operations under the agreement, whether such operations be by the Contractor or by a subcontractor or by anyone directly employed by either of them has been obtained and approved by the Authority. The City of Buffalo and the Buffalo Sewer Authority shall be named as additional insured's on the Contractor's general liability insurance policy, automobile liability insurance policy, and excess liability insurance policy as evidence thereof appropriate certificates of insurance shall be provided. The insurance required, which must be maintained in the full amounts at all times, shall be as follows:
 1. Comprehensive General Liability Insurance including Blanket Contractual, Broad Form Property Damage, Completed Operations and Independent Contractor's Protective Liability, as shall protect the Contractor as a named insured from any and all claims for damages for bodily injury including death and from claims for property damage including blasting, explosion, collapse of or structural injury to buildings, and collapse of or damage to underground structures which may arise from operations under this agreement.
 - a. BODILY INJURY LIABILITY INSURANCE in an amount not less than \$1,000,000 for injuries including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$2,000,000 on account of one accident.
 - b. GENERAL PROPERTY DAMAGE LIABILITY INSURANCE in an amount of not less than \$1,000,000 for each accident and subject to the same limit for each accident in an amount not less than \$2,000,000 for all accidents.
 2. Comprehensive Automobile Liability Insurance including owned, hired and non-owned automobiles/ Bodily Injury and Property Damage to a combined single limit of at least \$2,000,000 each occurrence. A combined single limit of \$1,000,000 may be acceptable if CONSULTANT provides and maintains excess/umbrella liability insurance coverage in the amount of at least \$6,000,000. The certificate of insurance for automobile liability insurance coverage shall name the Authority and the City as additional insureds.
 3. Excess/Umbrella Liability Insurance coverage in at least the amount of \$5,000,000.
 4. Workers Compensation and Employers Liability Insurance in compliance with the applicable state and federal laws.
 5. The Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this contract, a separate OWNER'S PROTECTIVE LIABILITY policy of insurance naming the Buffalo Sewer Authority and City of Buffalo as the sole insured. The original policy shall be submitted for retention by the City of Buffalo. Said separate policy shall be in the amounts of \$3,000,000 per occurrence for bodily injury, and \$3,000,000 per occurrence for property damage, and shall provide coverage for the Buffalo Sewer Authority and City of Buffalo, their officers and employees, with respect to

said work. Said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said Buffalo Sewer Authority and City of Buffalo, their officers and employees, have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. The Authority may increase the limits of liability insurance when, in its opinion, circumstances or conditions or the scope of the work require it.

NOTE: BLASTING OPERATIONS - If available information indicates that rock or boulders requiring removal will not be encountered during the progress of the work, Property Damage Liability Insurance will be accepted excluding coverage for blasting operations. If, during the progress of the work, blasting operations become necessary, no blasting shall be done until an endorsement on the policy is obtained, approved by the Authority, covering liability for such blasting operations. All subcontractors, before commencing work, shall be required to obtain similar insurance.

6. CONTRACTUAL LIABILITY INSURANCE shall protect the Contractor as a named insured, in the amounts above stated, from claims for bodily injury or property damage arising by reason of contractual liability assumed under the provisions of the agreement (See Article XIV of agreement).
7. BROAD FORM PROPERTY DAMAGE INSURANCE, where the contract involves work on existing structures.
8. A POLICY FOR EACH KIND OF INSURANCE REQUIRED, along with certificates in quadruplicate evidencing that the required insurance has been provided, shall be furnished to the Authority, except that proof of insurance required to be obtained by subcontractors need not be submitted to the Authority but to the Contractor who shall be held responsible for compliance with the requirements of this paragraph as it concerns any portions of the work let or sublet by the Contractor or any subcontractor. All policies of insurance shall provide and the certificates shall recite that there will be no material alterations or cancellations of said policies unless at least ten (10) days prior written notice thereof shall be mailed to the Buffalo Sewer Authority.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
 1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
 5. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
 6. include performance/hot testing and start-up, if applicable.
 7. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
 8. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds". In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
 - a. The Buffalo Sewer Authority (BSA)
 - b. The City of Buffalo, New York
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:
- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.
- SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:
- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

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SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor’s interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7 AM to 5 PM.
2. Owner’s legal holidays are all Federal Holidays.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state “...all Work at the Site must be performed during regular working hours Monday through Friday. Contractor will not perform Work on a Saturday, Sunday or any legal holiday” without prior approval from the Owner.

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

- C. Work under this agreement shall be carried on continuously during each and every work day as limited by the agreement, except Sundays, legal holidays and such days as the weather or other conditions are such, in the judgment of the Authority, as to render work impracticable, until all work ordered under this agreement is completed.

Work under this agreement may be prosecuted by the Contractor at such hours as he/she may deem advantageous and subject to the approval of the Authority. In case the noise resulting from the operation at night is sufficient to be objectionable to residents in the locality, or if for any other reason the Authority may deem such work undesirable, operations shall be conducted only between the hours of 6:30 a.m. and 9:00 p.m.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if

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any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as time in excess of 40-hours per week worked by each labor class employee.

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of the City of Buffalo thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 Safety and Protection

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: OSHA and BSA Safety Standards.

ARTICLE 8 – OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
 1. The Buffalo Sewer Authority or their designated representative shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
 2. The following specific matters are to be covered by such authority and responsibility: The construction of the work, review and approval of submittals, direction provided by RFI and added work as issued by WCD.
 3. The extent of such authority and responsibilities is: Payment approval, change order and claim approval and/or negotiations.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.13 Owner's Site Representative

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 Owner's Site Representative

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be from the

Buffalo Sewer Authority and responsibilities are as follows: Review of the work and confirmed compliance with the contract documents, measuring and tracking quantities for the project, acting as a liaison between the Owner, Contractor and the public, confirming that the appropriate maintenance and protection of traffic signage is in place and appropriate for the site conditions, confirming the project is in compliance with OSHA and local safety standards.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct On-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

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- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12 – CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 – COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book.

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SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to ten percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty five percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15 – PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid

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by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be one years after Substantial Completion.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 – FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to

present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration.
 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

18.08 Assignment of Contract

SC-18.08 Add the following new paragraph immediately after Paragraph 18.08.A:

- B. The contract on the date of the Agreement between Owner as "buyer" and the Contractor indicated as "seller" for procurement of goods and special services ("procurement contract") will be assigned to Contractor by Owner, and Contractor accepts such assignment. A form documenting the assignment is attached as an exhibit to this Contract.

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1. This assignment will occur on the date of the Agreement, and will relieve the Owner as “buyer” from all further obligations and liabilities under the procurement contract.
2. Upon assignment, the “seller” will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller’s performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.
3. Notwithstanding this assignment, all performance guarantees, and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.
4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to “buyer” and “seller” under the procurement contract will cease upon the assignment to Contractor.

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EXHIBIT A – SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFIs and responses to RFIs, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version current version.			
DWG	Autodesk® AutoCAD .dwg format Version current version.			
DOC	Microsoft® Word .docx format Version current version.			
EXC	Microsoft® Excel .xls or .xml format Version current version.			
DB	Microsoft® Access .mdb format Version current version.			

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS**EXHIBIT B – FORESEEABLE BAD WEATHER DAYS**

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	1	4	0
February	1	2	0
March	1	1	0
April	2	0	0
May	2	0	0
June	2	0	0
July	1	0	0
August	2	0	0
September	2	0	0
October	2	0	0
November	2	1	0
December	2	1	0

Notes:

1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

EXHIBIT C – GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

1.01 *Definitions*

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. *Geotechnical Baseline Report (GBR)* –The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.
2. *Geotechnical Data Report (GDR)* –The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

5.03 *Subsurface and Physical Conditions*

SC-5.03 Delete Paragraph 5.03 in its entirety and replace with the following:

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions hereby identify:

1. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
 - a. *Drawings Title:* **Contract IIIB – Surface Sewers, Scajaquada Tunnel Interceptor, C-36-830-03 Phase III, Buffalo Sewer Authority (Leonard S. Wegman Co. Inc. 1980).**
 - b. *Date of Drawings:* **1980**
2. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at the Buffalo Sewer Authority offices during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. *Geotechnical Baseline Report*
1. Not used.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:
1. differs materially from conditions shown or indicated in the GBR; or
 2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or
 3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or
 4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
 6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
- then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition

categories in Paragraph SC-5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph SC-5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph SC-5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.
 - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days

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after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC-5.03 and SC-5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.