



375 Essjay Road, Suite 200, Williamsville, New York 14221
P 716.688.0766 F 716.625.6825

ADDENDUM NO. 01

Northland Corridor Redevelopment Project Phase 4
631 Northland Ave.
Buffalo, NY 14211

DATE

October 3, 2025

OWNER

Buffalo Urban Development Corporation
95 Perry Street, Suite 404
Buffalo, NY 14203

ARCHITECT/ENGINEER

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, PC
375 Essjay Road, Suite 200
Williamsville, NY 14221

Project No. 432607

This Addendum is being issued to clarify the bid documents and shall supersede and supplement all portions of previously issued bid documents with which it conflicts. It shall be made an integral part of the construction documents.



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Project	<u>Northland Corridor Redevelopment Phase 4 (BUDC)</u>	Addendum No.	<u>1</u>
	<u>631 Northland Avenue, Buffalo, NY</u>	Contract	<u>-</u>
Wendel Project No.	<u>432607</u>	Date	<u>10/03/25</u>

ARTICLE -	<u>1</u>	DRAWING NO.	<u>N/A</u>
		SPEC SECTION	<u>N/A</u>

CLARIFICATION: A project budget is not available at this time.

ARTICLE -	<u>2</u>	DRAWING NO.	<u>N/A</u>
		SPEC SECTION	<u>Project Information/ Advertisement for Bid</u>

CLARIFICATION: Please submit all pre-bid RFI's to Wendel, Katie Altamura, kaltamura@wendelcompanies.com and cc: BUDC, Angelo Rhodes. arhodes@buffalourbandevelopmentagency.com

ARTICLE -	<u>3</u>	DRAWING NO.	<u>N/A</u>
		SPEC SECTION	<u>004113 Bid Form</u>

DELETE: 004113 Bid Form

ADD: Revised Bid Form (004113) attached to this addendum.

CLARIFICATION: Contractor Qualification Form shall be submitted with Bidder's Proposal submission as revised in the above referenced and attached Bid Form.

ARTICLE -	<u>4</u>	DRAWING NO.	<u>N/A</u>
		SPEC SECTION	<u>005000 AIA 101-2017 Insurance</u>

DELETE: 005000 AIA 101-2017 Exhibit A Insurance and Bond Requirements

ADD: Revised 005000 AIA 101-2017 Exhibit A Insurance and Bond Requirements attached to this addendum.

CLARIFICATION: Owner/BUDC will carry Builder's Risk Insurance for the project, and such requirement by the Contractor has been deleted from the above referenced and attached AIA Exhibit A.

BID FORM

To: Buffalo Urban Development Corporation
Northland Corridor Redevelopment Phase 4 at 631 Northland Avenue
95 Perry Street, Suite 404
Buffalo, NY 14203

In compliance with the Invitation for Bids, the undersigned:

(Name of firm, partnership, or Corporation)

hereby proposes to furnish all supervision, labor, materials, plant, tools, equipment, transportation, overhead and profit, and other facilities related to, proper for, or incidental to the Bid Items noted below for this project, in strict accordance with the Project Manuals dated October 2025, and the Drawings mentioned therein, and including any subsequently issued addenda for consideration of the following breakdown:

BID ITEMS: Refer to Division 01 Section "Description of Bid Items" for complete description. Also, refer to Division 01 Section "Allowances"

1. LUMP SUM COST OF CONSTRUCTION

Dollars (\$ _____)

2. ALLOWANCE NO. 1: CONTINGENCY ALLOWANCE – The following lump sum allowance is to be carried in the Total Lump Sum bid.

Computed Total Twenty Five Thousand Dollars Dollars (\$ 25,000)

3. ALLOWANCE NO. 2: REMOVAL AND REPLACEMENT OF UNSUITABLE SOIL WITH COMPACTED STRUCTURAL FILL – Unit price of \$ _____/CY, times assumed quantity of 2,500 CY. (Fill in unit price and computed total for this bid item.)

Computed Total _____ Dollars (\$ _____)

4. ALLOWANCE NO. 3: CONCRETE REMOVAL & REPLACEMENT – Unit cost for 25SF increments or fraction thereof totaling approx. 20% of the total ground floor level existing +/-6" thick concrete slab-on-grade. (Fill in unit price and computed total for this bid item.)

Computed Total _____ Dollars (\$ _____)

5. ALLOWANCE NO. 4: CONCRETE REPAIR – Unit cost for 25SF increments or fraction thereof totaling approx. 35% of the total ground floor level existing +/-6" thick concrete slab-on-grade. (Fill in unit price and computed total for this bid item.)

Computed Total _____ Dollars (\$ _____)

6. ALLOWANCE NO. 5: HAZARDOUS MATERIALS ABATEMENT – Unit cost for 25SF increments or fraction thereof for removal/abatement and handling specific to the itemized legend list. (Fill in unit price and computed total for this bid item.) Attach a unit price list to this bid form in accordance with the Abatement Legend provided in Section 012100 Allowances. The total on this Bid Form shall be a compilation of the unit prices and quantities of required items totaled together.

Computed Total _____ Dollars (\$) _____

7. ALLOWANCE NO. 6: HAZARDOUS-CONTAINING DEBRIS REMOVAL – Unit cost for 25SF increments or fraction thereof for removal/disposal of asbestps the existing wood block floor prior to wood block removal. (Fill in unit price and computed total for this bid item.)

Computed Total _____ Dollars (\$) _____

TOTAL LUMP SUM BASE BID (1+2+3+4+5+6+7)

_____ Dollars (\$) _____

PROPOSED EQUIVALENTS

The Contractor has included in the Base Bid the following kinds, types, brands, or manufacturers of materials in lieu of those named in the specifications. The Contractor understands that he includes these proposed equivalent items in the Base Bid at his own risk, as they are subject to the approval of the Architect. The Contractor certifies that the following constitute the extent of proposed equivalent items included in the Base Bid and that the remainder of kinds, types, brands, or manufacturers included in the Base Bid are those named in the specifications.

<u>ITEM</u>	<u>SPECIFICATION SECTION & PARAGRAPH(S)</u>	<u>PROPOSED EQUIVALENT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACH ADDITIONAL PROPOSED EQUIVALENT ITEMS TO BID FORM.

SUBCONTRACTORS

The undersigned proposes to use the following subcontractors to complete the scope of work detailed within the Contract Documents:

1.	<u>SUBCONTRACTOR NAME</u>	<u>PHONE #</u>	<u>TRADE</u>
	_____	_____	_____
	MBE: YES/NO	WBE: YES/NO	DBE: YES/NO
	<u>SUMMARY OF WORK:</u>		

2.	<u>SUBCONTRACTOR NAME</u>	<u>PHONE #</u>	<u>TRADE</u>
	_____	_____	_____
	MBE: YES/NO	WBE: YES/NO	DBE: YES/NO
	<u>SUMMARY OF WORK:</u>		

3.	<u>SUBCONTRACTOR NAME</u>	<u>PHONE #</u>	<u>TRADE</u>
	_____	_____	_____
	MBE: YES/NO	WBE: YES/NO	DBE: YES/NO
	<u>SUMMARY OF WORK:</u>		

4.	<u>SUBCONTRACTOR NAME</u>	<u>PHONE #</u>	<u>TRADE</u>
	_____	_____	_____

MBE: YES/NO WBE: YES/NO DBE: YES/NO

SUMMARY OF WORK:

ATTACH ADDITIONAL SHEET TO THIS BID FORM LISTING PROPOSED SUBCONTRACTORS AS NECESSARY.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) days from the Bid due date. The undersigned also agrees that the alternate prices on this proposal shall be valid and will not increase for a period of twelve (12) months from the date of Bid opening. The undersigned also agrees that the allowance amounts and unit prices on this proposal shall be valid and will not increase from the date of Bid opening through project completion.

The Bidder understands that the Owner specifically reserves the right to reject any and all Bids and to waive any informality therein.

The undersigned agrees to complete the work in accordance with the time period specified in the Standard Form of Agreement Between Owner and Contractor – AIA A101-2017.

Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

Contractor Qualification Form shall be completed and delivered to the BUDC with the Bidder's Proposal submission.

Dated _____, 20__

Legal name of person, partnership, or corporation

(Sign Bid Here) By:

Name and Title

Legal Business Address:

Street

City and State

Phone Number

IF BIDDER IS A FIRM OR PARTNERSHIP, COMPLETE THE FOLLOWING:

Name of Members or Partners

Legal Residence

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

State of Incorporation: _____

Name and Title

Legal Residence

President

Vice President

Secretary

WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to the provisions of the applicable General Municipal Law which requires that upon the refusal of person, when called before a grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Individual

Corporation

Date _____ By: _____

AFFIRMATIVE ACTION AGREEMENT

Firm Name: _____

Business Address: _____

Telephone Number: _____

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color, or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State of New York Equal Rights Division, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of New York Equal Rights Division setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State of New York Equal Rights Division shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color, or national origin.
5. The Contractor will comply with all applicable local, state and federal non-discrimination laws will furnish all information and reports deemed necessary by the State of New York Equal Rights Division under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State of New York Equal Rights Division,

the Attorney General and the New York Employment Relations Commission (WERC) for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State of New York Equal Rights Division that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State of New York Equal Rights Division that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State of New York Equal Rights Division after conciliation efforts by the New York Employment Relations Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the New York Employment Relations Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before members of the New York Employment Relations Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized): _____

Title: _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

II. Non-Collusive Bidding Certifications

By submission of this bid proposal, the bidder also certifies compliance with the following:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completions.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same

prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work of services performed or to be performed or goods sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

III. Schedule Acknowledgement Certification

The bidder certifies that he acknowledges that time is the essence of the project schedule as outlined in specification section 011000 Summary and they have formally confirmed all specified materials and equipment will be procured and installed within the stipulated project schedule or be subject to liquidated damages as specified.

Signature (Authorized) _____

Title _____

MINORITY & WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

NEW YORK STATE LAW

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

There is an established Women/Minority-Owned Business Enterprises overall project goal of 30%.

Contractor must document good faith efforts to provide meaningful participation by MWBEs as contractors, subcontractors or suppliers in the performance of the Contract and Contractor agrees that Wendel may withhold payment pending receipt of the required MWBE documentation. The Contractor is required to complete and submit the MWBE Utilization Plan with their bid.

Contractors must submit the Monthly MWBE Contractor Compliance Report each month during the term of the contract for the preceding month's activity, documenting progress made towards achievement of the contract MWBE goals. Wendel requires that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>.

Please note that the Contractor Compliance Report must be submitted every month with the Contractor's Application for Payment. If there is no MWBE utilization in a given month, the report must be submitted reflecting a \$0 value.

Utilization forms available upon request.

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

OWNER'S INSURANCE REQUIREMENTS

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

The Owner shall also purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, (1) property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. This insurance shall be maintained until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. The insurance shall include the interests of the Owner, [Wendel WD Architecture, Engineering Surveying & Landscape Architecture, P.C.](#), Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. The insurance shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. The insurance shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup; debris removal, including demolition occasioned by enforcement of any applicable legal requirements; and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Prior to commencement of the Work, the Owner shall secure the insurance set forth in this paragraph, and provide evidence of the coverage required and, upon the Contractor's request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

The Owner may, at its option, purchase and maintain Equipment Breakdown Insurance covering costs to repair, business interruption and loss of goods (traditionally known as Boiler and Machinery Insurance) in amounts Owner may feel necessary or appropriate with respect to the project. The option to secure and maintain such insurance is solely for the benefit of Owner. Failure of Owner to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor or its agents or employees for any losses that would have been covered by such policy and Contractor and its agents and employees shall have no liability therefor.

CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located with a current A.M. Best rating of no less than A-VII, unless otherwise acceptable to the Owner. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions. No representation is made that the insurance requirements set forth in this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

1. Workers' Compensation Insurance [\\$1,000,000](#) each accident for bodily injury by accident; [\\$1,000,000](#) each employee for bodily injury by disease; [\\$1,000,000](#) policy limit for bodily injury by disease, with the following required endorsement if legally available which must be provided with the Certificate of Insurance.

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

- ✓ Waiver of Subrogation endorsement

2. Employers' Liability Insurance with policy limits not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit.

3. General Liability Insurance. Commercial General Liability (CGL) policy CG 0001 04/13 which includes Contractual Liability and Products/Completed Operations Liability coverages covering all operations required to complete the work and/or services, including damage caused by any explosion, underground or collapse when applicable, with a minimum limit of at least \$1,000,000 per occurrence for bodily injury and property damage, and a policy deductible not to exceed \$10,000 and on an "occurrence" basis. The SUBCONTRACTOR shall not self-insure or have a self-insured retention. The General Liability Insurance amount should be high enough to sufficiently cover the contract amount. Excess or Umbrella

Any equivalent of the indicated CGL policy or the required endorsements set forth below shall not contain exclusions or restrictions reducing coverage below that provided by the indicated ISO Forms and must be provided with the Certificate of Insurance.

- ✓ ISO CG 2038 12/19 - Additional Insured - Owners, Lessees or Contractors -Automatic Status for Other Parties When Required in Written Construction Agreement [Ongoing Operations];
- ✓ ISO CG 2040 12/19 - Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement [Completed Operations];
- ✓ ISO CG 2453 12/19 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic;
- ✓ ISO CG 2001 04/13 - Primary and Noncontributory - Other Insurance Condition (as respects each insured and additional insured);
- ✓ ISO CG 2503 05/09 - Designated Construction Project(s) General Aggregate Limit.

4. Automobile Liability Insurance covering all vehicles, including owned, and non-owned vehicles, used by the Contractor with policy limits of not less than \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. **The following Automobile Liability endorsements are required and must be provided with the Certificate of Insurance.**

- ✓ Additional Insured endorsement - Primary and Noncontributory;
- ✓ Waiver of Subrogation endorsement;
- ✓ Primary and Noncontributory - Other Insurance Condition endorsement
- ✓ Waiver of Subrogation endorsement

5. Excess/Umbrella Liability Insurance may be combined with primary General Liability Insurance, Automobile Liability Insurance and Employers Liability Insurance to achieve the required per occurrence coverages only if such policies are written (i) on an occurrence basis (ii) with defense cost coverage outside of policy limits, (iii) on an "as broad as primary policies" basis, and (iv) to expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance for defense and indemnity and shall not require the exhaustion of the underlying limits only through the actual payment by the underlying

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

insurers. **The following required umbrella policy endorsements must be provided with the Certificate of Insurance.**

- ✓ As Broad as Primary Policies endorsement;
- ✓ Additional Insured endorsement - Primary and Noncontributory;
- ✓ Waiver of Subrogation endorsement;
- ✓ Primary and Noncontributory - Other Insurance Condition endorsement.

6. Professional Liability Insurance (if work involves professional services) covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

7. Pollution Liability Insurance (if work involves the transport, dissemination, use, or release of pollutants or other hazardous materials) with limits no less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate.

8. Excess/Umbrella Liability Insurance may be combined with primary General Liability Insurance, Automobile Liability Insurance and Employers Liability Insurance to achieve the required per occurrence coverages only if such policies are written (i) on an occurrence basis (ii) with defense cost coverage outside of policy limits, (iii) on an "as broad as primary policies" basis, and (iv) to expressly provide that the umbrella or excess policy will drop down over a reduced or exhausted aggregate limit of the underlying insurance for defense and indemnity and shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. **The following required endorsements must be provided with the Certificate of Insurance.**

- ✓ As Broad as Primary Policies endorsement;
- ✓ Additional Insured endorsement - Primary and Noncontributory;
- ✓ Waiver of Subrogation endorsement;
- ✓ Primary and Noncontributory - Other Insurance Condition endorsement.

9. Installation Floater Insurance (Required only if Contractor will supply or install equipment) on a replacement cost basis on the work in progress. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, on-site or off-site storage, installation, and testing. The policy must cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and the property of others held in SUBCONTRACTOR'S care, custody and/or control. The policy deductible shall not exceed \$5,000. The coverage shall be primary to any builder's risk insurance maintained by OWNER or DESIGN/BUILDER. SUBCONTRACTOR'S insurer shall waive any right of subrogation or recovery against OWNER or DESIGN/BUILDER.

10. Protective Liability Insurance (OCP) shall be furnished as indicated below:

- Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under this Contract.
- Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under this Contract performed for the Contractor by Subcontractors.

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

- Owner's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Owner with respect to all operations under the Agreement by the Contractor or by his Subcontractors, including omissions and supervisory acts of the Owner and of the agents and employees of the insured. Such insurance shall name as an additional insured or insureds, the person, persons or corporation specified in detail in the Information for Bidders and/or the agents, observers and employees of this or any other municipal body or public utility which may have granted permits in connection with the work. Owner's Protective Liability shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident: and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- Names of insured for Owner's Protective Liability Policy: The Owner, [Wendel WD Architecture, Engineering, Surveying & Landscape Architecture, P.C.](#), and both their agents and employees.
- Contractual Liability Insurance issued to and covering the liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Agreement by the Contractor or by his Subcontractors.
- Contractual Liability Insurance issued to and covering the liability imposed by Contract upon the Owner for work performed on private land with respect to all operations under the Agreement by the Contractor or by his Subcontractors.

11. Other Specialty Liability Insurance in scope and amounts as is required by law and/or is common practice in the specialty trade or operation being exercised, including, but not limited to drone operations, handling of asbestos, use of watercraft, commercial diving, use of scaffolding or cranes, etc.

Where commercially available, each insurance policy required shall provide that coverage shall not be canceled except with thirty (30) days advance notice to the Owner.

The Contractor shall be responsible for payment of premiums for all of the insurance policies required of Contractor and shall be responsible for payment of any and all claims within applicable policy deductibles, above policy limits, or outside of policy coverage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner and Additional Insureds.

- 1. Contractor Property Insurance.** Contractor shall pay for and maintain property insurance necessary for protection against any and all loss to owned, borrowed or rented property, including capital equipment, all tools, including any tools owned by employees, and any tools, equipment, staging, scaffolding, towers, and forms owned, borrowed or rented by Contractor. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

obligate DESIGN/BUILDER or its agents or employees for any such property losses and DESIGN/BUILDER and its agents and employees shall have no liability therefor.

2. Other Insurance Provisions

- CGL, Automobile, Umbrella and Pollution policies should be endorsed with the following two endorsements: (1) **Primary and Noncontributory endorsement**, (2) **Additional Insured endorsement(s)** covering the entities listed in the Additional Insureds table below as additional insured.

Additional Insured	631 Northland, LLC c/o Buffalo Urban Development Corporation 95 Perry Street, Suite 404 Buffalo, NY 14203
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- The additional insured coverage shall be primary and non-contributory to any of the additional insured's general liability insurance policies and shall apply to both ongoing and completed operations.
- The CGL additional insured coverage shall be no less than that provided by ISO Forms CG 20 10 04 13 and CG 20 37 04 13, and with respect to the Architect and Architect's consultants, CG 20 32 04 13. If CGL additional insured coverage is afforded by blanket endorsement it is required to be on ISO forms CG 20 38 12 19 and CG 20 40 12 19.
- CGL Policy coverage shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.
- **Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any insurance policy endorsement(s) that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors.
- The CONTRACTOR shall not self-insure or have a self-insured retention without approval from the Owner. Any policy deductible shall be on an "occurrence" basis. The CONTRACTOR shall be responsible for payment of premiums for all of the insurance coverage required. The CONTRACTOR further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the CONTRACTOR is responsible hereunder, the CONTRACTOR shall be solely responsible for all deductibles without reimbursement by Owner.
- Where commercially available, each insurance policy required shall provide that coverage shall not be canceled except with thirty (30) days advance notice to the Owner. The Contractor shall promptly (but in any event within three Business Days of receipt thereof) inform the Owner if Contractor receives notice of cancellation of any insurance policy required to be maintained pursuant to this Agreement.

AIA A101-2017 EXHIBIT A – INSURANCE AND BOND REQUIREMENTS

3. Verification of Coverage

Contractor shall furnish the Owner with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Owner before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

4. Subcontractors

Contractor shall require and verify that each of its subcontractors and subconsultants shall maintain insurance meeting the requirements stated herein, unless waived by Owner in a writing, with amounts of coverage appropriate for the work to be performed by the subcontractor or subconsultant and with the Owner, the Architect, and the Architect's consultants named as additional insureds. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as ISO Forms CG 20 10 04 13 and CG 20 37 04 13, and with respect to the Architect and Architect's consultants, CG 20 32 04 13. If CGL additional insured coverage is afforded by blanket endorsement it is required to be on ISO forms CG 20 38 12 19 and CG 20 40 12 19.

5. Special Risks or Circumstances

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

SURETY BONDS

The Contractor shall purchase and maintain the required bonds (attached to this Exhibit A) from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

- AIA A310 Bid Bond 2010
- AIA A312 Performance Bond 2010
- AIA A312 Payment Bond 2010
- AIA A313 Warranty Bond 2010

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Warranty Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Warranty Bond equal to 100% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State where the physical Project is located.