

ADDENDUM TO SUPPLEMENTARY CONDITIONS

HAYNES RECREATION & CONSERVATION AREA PROJECT

This Addendum adds to the Supplementary Conditions, Section 00800, (by making further revisions to the General Conditions) and modifies the Supplementary Conditions by making revisions to the text of the Supplementary Conditions. Modifications are noted by reference to Section 00800. Except as modified herein, the provisions of the Supplementary Conditions remain in effect.

ARTICLE 1

- 1.1.1 In the third sentence delete the words "Unless specifically enumerated in the Agreement," and the word "not".
- 1.2.11 In the second sentence of the text in Section 00800, change "an accurate or approximate" to "a completely accurate."
- 1.6.1 Replace the text in Section 00800 with the following:

All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2

- 2.2.3 In the first line of subparagraph 2.2.3 insert the word "available" after the word "furnish".

Delete all text after the word "Owner" in line 3 and insert the following:

except to the extent that the Contractor's review thereof reveals, or in the exercise of reasonable diligence should have revealed, any inaccuracy or incompleteness therein. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

- 2.2.5 In the second line of subparagraph 2.2.5 delete the word "such" and insert "[no. of contracts to be provided by Contractor]".

Add the following to the end of subparagraph 2.2.5: ", all additional copies will be furnished upon request at the cost of reproduction."

2.3.1 Add the following to the end of subparagraph 2.3.1:

The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner.

ARTICLE 3

3.2.1 Delete the second sentence of subparagraph 3.2.1.

3.2.2 Insert a period after the word "Architect" in line 2, delete the balance of subparagraph 3.2.2 and substitute the following:

The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents, but shall be liable for damage to the extent he reasonably should have, but failed to, discover such error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for such correction.

3.2.3 Replace the text in Section 00800 with the following: Delete the third sentence.

3.2.6 Add new subparagraph as follows:

3.2.6 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this items it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

3.3.1 Add to the text in section 00800 the following: Add to the end of the first sentence the following:

"which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location."

3.5.1 Add the following to the text of the new first sentence inserted by Section 00800:

"and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements."

3.5.12 Add new subparagraph as follows:

The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

3.6.1 In sub-item 1 of the text in Section 00800, change "c. 64(h)" to "c. 64H."

In sub-item 2 of the text in Section 00800, change "1954" to "1986."

3.18.1 In line 7 of the text in Section 00800, delete the words "(other than the Work itself)."

ARTICLE 4

4.6.1 Delete the second sentence of the text in Section 00800. Change "Suffolk County" to "Essex County" where appearing in the text in Section 00800.

ARTICLE 5

5.2.1 Delete the last sentence of subparagraph 5.2.1.

5.2.3 Delete sentence two and three of subparagraph 5.2.3.

5.2.5 Delete the second sentence of the text in Section 00800.

ARTICLE 6

6.1.1 In sentence one of subparagraph 6.1.1 delete the following: "including those portions related to insurance and waiver of subrogation".

6.2.3 Delete the second sentence.

6.2.5 Delete subparagraph 6.2.5 in its entirety.

ARTICLE 8

8.3.1 Delete the words "pending mediation and arbitration" in line five of subparagraph 8.3.1.

Add the following at the end of the inserted text in Section 00800: ", and this shall be the Contractor's sole remedy for such delay."

ARTICLE 9

9.3.1.1 Replace the text in Section 00800 with the following: Delete this subparagraph.

9.9.1 In the first sentence of subparagraph 9.9.1 delete the words "when such portion is designated by separate agreement with the Contractor" and "consented to by the insurer as required under Clause 11.4.1.5. and".

9.10.4 Replace the text in Section 00800 with the following: Delete this subparagraph.

ARTICLE 10

10.3.1 Delete this subparagraph in its entirety and substitute the following:

If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

10.3.2 Delete this subparagraph in its entirety.

10.4 - 10.5 Delete these paragraphs in their entirety.

ARTICLE 11

11.1.2 Refer also to Section 00 72 16, Insurance Requirements. The higher and greater coverage requirements, wherever appearing, shall govern.

11.4.1.3 Delete the text in Section 00800.

11.4.7 Delete subparagraph 11.4.7 in its entirety.

11.4.9 Replace the text in Section 00800 with the following: Delete subparagraph 11.4.9 and substitute the following:

The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

ARTICLE 12

12.2.1 Add at the end of subparagraph 12.2.1:

"The Contractor shall bear the cost of any cost, loss, or damages to the Owner resulting from such failure or defect."

12.2.2.3 Delete the word "not" in line 1.

ARTICLE 13

13.7.1 Replace the text in Section 00800 with the following:

If the Contractor is a foreign corporation, it shall comply with M.G.L. c. 30, §39L.

13.9 Add new Paragraph 13.9

13.9 DEFENSE OF SUITS

13.9.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this contract.

13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14

14.1.1 Replace the text in Section 00800 with the following:

Delete subparagraphs 14.1.1.1, 14.1.1.2 and 14.1.1.4

14.1.2 Delete this subparagraph in its entirety.

14.1.4 Delete this subparagraph.

14.4.3 Replace the text in Section 00800 with the following: Delete subparagraph 14.4.3 and substitute the following:

In the event that the Contract is terminated pursuant to paragraph 14.4, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

ARTICLE 16

Article 16 is to be DELETED in its entirety.

