

SECTION 00800 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION:

Following supplements modify, change, delete from or add to the "General Conditions of the Contract", AIA Document A201, 1987 Edition, Articles 1 thru 14, inclusive. Where any article of General Conditions is modified or deleted by these supplementary conditions, the unaltered portions of each article, paragraph, subparagraph or clause will remain in effect.

1.2 SUPPLEMENTS TO GENERAL CONDITIONS:

ARTICLE 3.5 – WARRANTY

Add Paragraph:

CONTRACTOR "HOLD HARMLESS" WARRANTY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's Representatives and their agents and employees from and against all claims, damages, losses and expense, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. In any and all claims against the Owner or the Owner's Representatives or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

A. ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.5 Arbitration:
Delete in its entirety.

B. ARTICLE 8 - DELAYS AND EXTENSIONS OF TIME

Add the following paragraph:

8.3.1.1 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

JANUARY	11 DAYS
FEBRUARY	10 DAYS

MARCH	8 DAYS
APRIL	7 DAYS
MAY	5 DAYS
JUNE	6 DAYS
JULY	6 DAYS
AUGUST	5 DAYS
SEPTEMBER	5 DAYS
OCTOBER	3 DAYS
NOVEMBER	5 DAYS
DECEMBER	8 DAYS

C. ARTICLE 11 - INSURANCE AND BONDS

11.1 Contractor's Liability Insurance:

11.1.4 Scheduling of Contractor's Liability Insurance:

I. COMPREHENSIVE GENERAL LIABILITY

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Remove XCU Exclusions
Include Contractual Liability

II. OWNER'S PROTECTIVE LIABILITY

Same limits as comprehensive General Liability.

III. COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
Owned - Non Owned & Hired Liability	
Each Occurrence	\$1,000,000

IV. UMBRELLA LIABILITY

Each Occurrence	\$2,000,000
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V. WORKERS COMPENSATION

Limits - Statutory
Employers' Liability Accident \$100,000 Each Accident
 Disease \$500,000 Policy Limit
 Disease \$100,000 Each Employee

VI. Builder's Risk Insurance

Must include Amit Patel and Bank on Coverage Policy

Limited to the Work covered in the Contract.

11.4 Performance Bond and Payment Bond:

11.4.1.1 - The Contractor shall furnish performance bond and labor and material payment bond in the full amount of the Contract. Form of bonds to be acceptable to the Owner.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

ARTICLE 12.2 - CORRECTION OF WORK

The Contractor shall promptly correct any Work rejected by the Owner's Representatives as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 15 – LIQUIDATED DAMAGES

- 15.1 Liquidated Damages: Time being of the essence and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his surety shall be liable for and will owe the owner the sum hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day delay until the project is substantially complete the sum of five hundred dollars and no cents (\$500.00)

END OF SECTION 00800