

**SUPPLEMENTAL GENERAL CONDITIONS**

## **ARTICLE 17- GENERAL**

### **17.01 GENERAL**

1. These Supplemental General Conditions amend or supplement the General Conditions of the Contract and any other provisions of the Contract Documents as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.
2. The terms used in these Supplemental General Conditions which are defined in the General Conditions of the Contract have the meanings assigned to them in the General Conditions of the Contract herein.

### **17.02 SUPPLEMENTAL DEFINITIONS**

#### **1. ARCHITECT**

The "Architect" is ArchNexus, Inc.  
2505 East Parleys Way  
Salt Lake City, Utah 84109.

### **17.03 TESTING COSTS**

1. Paragraph 13.03 of the General Conditions is amended as follows: the CONTRACTOR shall pay all testing costs. The Owner reserves the right to have additional tests performed by a testing organization selected by the OWNER and at the OWNER's expense.

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**ARTICLE 18 - AMOUNTS OF LIQUIDATED DAMAGES, BONDS AND INSURANCE**

18.01 AMOUNT OF LIQUIDATED DAMAGES

- A. As provided in Article 14.07 of the General Conditions, the Contractor shall pay to the Owner as liquidated damages the amount of \$1,000 for each calendar day's delay beyond the Contract Time for substantial completion. The Contractor shall pay to the Owner as liquidated damages the amount of \$500 for each calendar day's delay beyond 45 calendar days from the date of substantial Completion until the Engineer issues the Notice of Final Completion.

18.02 PERFORMANCE AND OTHER BOND AMOUNTS

- A. The CONTRACTOR shall furnish a satisfactory Performance Bond in the amount of 100 percent of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent of the Contract Price.

18.03 INSURANCE AMOUNTS

The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide for not less than the following amounts or greater where required by Laws and Regulations:

- A. Workers' Compensation under Paragraph 5.02B.1 of the General Conditions:

- 1. State: Utah Statutory

- B. Comprehensive General Liability: (under Paragraph 5.02B.2 of the General Conditions):

- 1. Bodily Injury (including completed operations and products liability):

<u>\$ 500,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate

Property Damage:

<u>\$ 500,000</u>	Each Occurrence
<u>\$ 1,000,000</u>	Annual Aggregate
or a combined single limit of	<u>\$1,000,000</u>

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2. Property Damage liability insurance including, Explosion, Collapse and Underground coverages, where applicable.

3. Personal Injury, with employment exclusion deleted

\$ 1,000,000

Annual Aggregate

C. Comprehensive Automobile Liability: (Under Paragraph 5.02B.3 of the General Conditions:)

1. Bodily Injury

\$ 500,000

Each Person

\$ 1,000,000

Each Occurrence

2. Property Damage:

\$ 500,000

Each Occurrence

or combined single limit of

\$1,000,000

D. Builders Risk: Not required.

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### **ARTICLE 19 - PHYSICAL CONDITIONS AND WEATHER DELAYS**

#### **19.01 INCLEMENT WEATHER DELAYS**

- A. The Contractor's construction schedule shall be based upon the inclusion of at least five (5) day(s) of inclement weather delays. Reference Article 12, paragraph 12.02 of the General Conditions for additional requirements.

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**ARTICLE 20 - SUBCONTRACT LIMITATIONS**

20.01 SUBCONTRACT LIMITATIONS

- A. In addition to the provisions of Paragraph 6.05 of the General Conditions, the CONTRACTOR shall perform not less than 20 percent of the WORK with its own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to the WORK, the value of which totals not less than 20 percent of the Contract Price.

## **ARTICLE 21 - MISCELLANEOUS**

### **21.01 PATENTS AND COPYRIGHTS**

The Contractor shall indemnify and save harmless the Owner, the Engineer, and their officers, agents, and employees, against all claims or liability arising from the use of any patented or copyrighted design, device, material, or process by the Contractor or any of his subcontractors in the performance of the work.