

## Supplementary General Conditions

If any discrepancy or conflict exists between the Supplementary General Conditions and the Standard General Conditions of the Construction Contract or other Project Documents, the provisions of the Supplementary General Conditions shall govern and shall supersede conflicting provisions.

1. Project Owner:

The Project Owner is the City of Raton, whose address is 224 Savage Avenue, Post Office Box 910, Raton, New Mexico 87740

2. Insurance

A. Delete paragraph 2.05.C from the Standard General Conditions in its entirety and insert the following in its place:

Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates of insurance which CONTRACTOR is required to purchase and maintain in accordance with Article 5 of the Standard General Conditions, as well as other evidence of insurance as requested by OWNER.

B. The Contractor shall maintain coverages for not less than the following amounts or greater as required by law or regulations:

- |   |             |
|---|-------------|
| a. Workmans Compensation:   | Statutory   |
| b. Employer's Liability   | \$ 500,000  |
| c. Comprehensive General Liability under Paragraphs 5.04.A.3 through 5.04.A.5 of the Standard General Conditions: |             |
| Bodily Injury – Each Occurrence   | \$1,000,000 |
| Property Damage – Each Occurrence   | \$500,000   |
| Combined Single Limit   | \$1,000,000 |
| d. Comprehensive Automobile Liability under Paragraph 5.04.A.6 of the Standard General Conditions:                |             |
| Bodily Injury – Each Occurrence   | \$1,000,000 |
| Property Damage – Each Occurrence   | \$500,000   |
| Combined Single Limit   | \$1,000,000 |

The Contractual Liability coverage required by paragraph 5.04 B 4 of the General Conditions shall be provided by the CONTRACTOR as part of the CONTRACTOR'S General Liability coverage.

Additional liability coverage for OWNER and ENGINEER shall be provided by endorsement as additional insured on CONTRACTOR'S General Liability Policy.

C. Delete Section 5.06 of the Standard General Conditions in its entirety.

Contractor shall maintain Builders' Risk Insurance on an all risk physical loss form in the Contract Amount. Trade Contractors shall maintain Installation Insurance in the Subcontract Amount. Owner shall be a loss payee on all policies. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored. At Owner's election, such coverage shall continue in effect until the Work is accepted by Owner even if the Project is occupied and put to its intended use prior to such acceptance.

3. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence for completion of the Project, and that OWNER will suffer financial loss if the WORK is not completed in a timely, manner. They also recognize the delays, expense and difficulties involved in a legal or arbitration proceeding. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that CONTRACTOR shall pay OWNER Two Hundred and 00/100 Dollars (\$200.00) for each calendar day that expires after sixty calendar days from the date of commencement of the Work, until the date of Substantial Completion.

4. Guarantee:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Owner's Acceptance. The Contractor shall warrant and guarantee for a period of one (1) year from the date of Owner's Acceptance of the system that the completed system is free from all defects due to faulty material or workmanship. The Contractor shall promptly make such corrections, as may be necessary including the repairs of any damage to other parts of the system resulting from such defects. The Owner, if they have taken over the system, will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. Refer to the form Letter of Guarantee to be included with final close-out documents.