

DOCUMENT 007300 - SUPPLEMENTARY CONDITIONS

1.1 SUMMARY

- A. Related Documents:
 - 1. Document 007200 - General Conditions.
 - 2. Division 01 - General Requirements.

1.2 GENERAL

- A. The following supplements modify, delete from, or add to the General Conditions referenced above.
- B. Where provisions of the General Conditions are modified, unaltered provisions remain in effect.

1.3 SUPPLEMENTS

- A. Article 1 - General Provisions:

- 1. Add Subparagraph 1.1.9:

1.1.9 Where the term "Owner" is used in the Proposal Documents it shall refer to the "Developer".

- 2. Add Subparagraph 1.1.10:

1.1.10 Where the term "Architect" is used in the Proposal Documents it shall refer to the "Landscape Architect".

- 3. Add Subparagraph 1.1.11:

1.1.11 While not a party to this agreement, it is understood by the Contractor that the City of Fort Worth is the legal owner of all property and improvements in the Fort Worth Botanic Garden and is a joint beneficiary of all insurance, indemnifications, guarantees, maintenance obligations, and surety required during construction and after acceptance of all elements of the scope of work of this Contract.

- B. Article 3 - Contractor:

- 1. Delete Paragraph 3.6; substitute the following:

3.6 Taxes

The Owner qualifies for exemption from the State of Texas and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall not pay any such taxes that would otherwise be payable in connection with the performance of this Contract, but shall instead obtain an exemption by complying with the State Comptroller's requirements. Exemption certificates will be furnished to the Contractor by the Owner.

- 2. Delete Subparagraph 3.18.1; substitute the following:

3.18.1 The Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the City of Fort Worth, Fort Worth Botanic Garden, Developer, Landscape Architect and their employees from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed by the Contractor, its officers, agents, employees, Subcontractors, licenses or invitees under this Contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the Developer or Landscape Architect. This

indemnity provision is intended to include, without limitation, indemnity for costs, expenses and legal fees incurred by the Developer or Landscape Architect in defending against such claims and causes of actions.

C. Article 8 - Time:

1. Add Subparagraph 8.2.4:

8.2.4 The Owner will suffer financial loss if the Project is not Substantially Complete on or before the established date of Substantial Completion. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sum of \$650.00 as fixed and agreed liquidated damages for each day of delay until the Work is Substantially Complete.

D. Article 9 - Payments and Completion:

1. Add Subparagraph 9.6.9:

9.6.9 Until final payment, the Owner will retain 10 percent of the amount due the Contractor on account of progress payments.

E. Article 15 - Claims and Disputes:

1. Add Subparagraph 15.1.8:

15.1.8 The Venue for any type of dispute or claim shall be in Tarrant County, Texas.

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