

**EXHIBIT "B" TO
OWNER-CONTRACTOR CONTRACT
BY AND BETWEEN
UNIVERSITY OF SOUTHERN INDIANA
AND _____**

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction", AIA Document A201, 1997 Edition. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

- 1.1.3 (Add the following to the end of the Subparagraph) "The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the work and include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry. t n

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.3 Complete submittal schedule.

3.5 WARRANTY

3.5.1 (Delete and Add with the following) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

.1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.

.2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.

.3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.

.4 The Work and materials and equipment incorporated into the Work will be merchantable.

.5 The Work and materials and equipment incorporated into the Work will conform to the Contract Documents.

3.5.2 (Add the following) "Upon notice of the breach of the foregoing warranties or gue

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3.6.1.2. (Add the following) Indiana Gross Income Tax: In accordance with the Indiana Gross Income Tax Act, as amended, the Owner is a Withholding Agent for the payment of Indiana Gross Income Tax on Contracts with the Owner. As a Withholding Agent, the Owner is required to withhold from non-resident Contractors the Indiana Gross Income Tax.

3.8.1 ALLOWANCES (Delete this

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establishing of an operation of the escrow account shall be in compliance with the requirements of IC-5-16-5.5, *et seq.* of the Indiana Code, which requires withholding of retainage by the Owner and the Contractor (where said Contractor subcontracts out parts of his Contract) and requires the establishment of an escrow account for deposit of the funds also retained.

- .1 The escrow agent shall promptly invest escrowed principal in accounts as shall be selected by the escrow agent in its discretion.
- .2 The escrow agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor, or the Contractor and the Subcontractor, specifying the portion or portions of the escrowed principal to be released from the escrow and to whom such portion or portions are to be released. Upon receipt of such notice the escrow agent shall promptly remit the designated portion of escrowed principal and the same proportion of then escrowed income.
- .3 The escrow agent shall be compensated for its services as the parties may agree in an amount not to exceed 50 percent of the escrowed income of the escrow amount.
- .4 See Paragraph 9.10 – Final Completion and Final Payment, for provisions of retainage in escrow and final payment.”

9.4 CERTIFICATES FOR PAYMENT

9.4.2(Delete and add with the following) The Architect will, within seven days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner for distribution to the Contractor for such amounts as the Architect determines are properly due, or notify the Owner in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.5.1. Such notification will be forwarded to the Contractor by the Architect.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 (Delete Clauses .1 through .7 and replace with the following)

- .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
- .2 The Contractor is in default of the performance of any of its obligations under another Contract which is has with the Owner.
- .3 The filing of the third party claims or reasonable evidence that third party claims have been or will be filed.
- .4 The Work has not proceeded to the extent set forth in the Application for Payment.
- .5 Representations made by the Contractor are untrue.

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.4 any subsequent positive test shall be treated the same as a third positive test.

At the discretion of the Contractor, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee. Upon request by the Owner, Contractor shall provide written proof of the annual and monthly tests for all applicable employees of the Contractor.

10.6 EMERGENCIES

10.6.1 (To the end of this Subparagraph add the following) "Nothing in this paragraph shall be construed as relieving the Contractor

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