

**SILVER PALMS RV RESORT ESTATES, LLC  
COMPLETION OF SILVER PALMS RV RESORT PHASE III**

**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.02 Insurance—General Provisions*

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:**

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.**

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:**

**K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ 1,000,000
Bodily injury by disease, aggregate	\$ 1,000,000
Employer's Liability:	
Bodily injury, each accident	\$ 1,000,000
Bodily injury by disease, each employee	\$ 1,000,000
Bodily injury/disease aggregate	\$ 1,000,000
Foreign voluntary worker compensation	Statutory

- 2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

- 3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

Bodily Injury:	
Each person	\$ _____
Each accident	\$ _____
Property Damage:	
Each accident	\$ _____

[or]

Combined Single Limit of \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000

General Aggregate \$ 2,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ 1,000,000

General Aggregate \$ 1,000,000

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Silver Palms Property Owners' Association, Inc.

7. Contractor's Professional Liability:

Each Claim \$ 1,000,000

Annual Aggregate \$ 1,000,000

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

*SC-9.13 Owner's Site Representative*

**SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:**

**SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be Kim Campbell. The authority and responsibilities of Owner's Site Representative follow: Act on Owner's behalf, including written and verbal communications with Contractor as may be required.**

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

**B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.**