

## SUPPLEMENTARY CONDITIONS #1

SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA-A 201 VERSION 2007, BETWEEN OWNER THE **CITY OF RAMSEY** AND CONTRACTOR CONSTRUCTION RESULTS CORP. MADE AS OF THE 19 DAY OF MARACH, ~~2014~~2014, (the "AGREEMENT").

1.5.1 Delete first sentence and replace with "The ownership of the Instruments of Service is set forth in the Agreement between the Architect and the Owner." In the last line after the word "consultants" ~~and add~~ "or Owner's".

2.1.2 Subparagraph; Delete in its entirety.

2.2.1 Subparagraph; Delete in its entirety.

2.2.3 In the first line after the word "and" insert "general"; Add at end:

The Contractor shall undertake such further investigations and studies as may be necessary or useful to locate existing utilities. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

2.3. Subparagraph; Line 2; After "or" delete "repeatedly"; Line 2; After "Documents" add "or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents".

2.4. Subparagraph; Beginning in Line 3; After "promptness" add "or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Subparagraph 2.3. hereof".

3.2.2 In the second sentence delete "These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however,". In the second sentence after "Contractor" add "or that reasonably should have recognized".

3.2.2.1: Add the following Subparagraph

If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Owner and Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. The Architect's decision shall be subject to Owner's approval. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

3.2.3 Subparagraph; in line 3 after "Contractor" add "or any such errors, inconsistencies, omissions, or differences that should reasonably be discovered by a prudent and experienced contractor."

3.2.3.1 . Add the following:

Contractor represents and warrants to the Owner that Contractor (a) is experienced and skilled in the construction of structures and improvements of the type described in the Contract Documents, and (b) has, by careful examination, satisfied itself as to and has taken into account (i) the nature, location and character of the Project site, including, without limitation, the surface and subsurface (by review of available reports and information) condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface and subsurface (to the extent reasonably identified by review of available reports and information) water conditions of the Project site and the surrounding area; (ii) the nature, location and character of the general area in which the Project site is located; and (iii) all other matters or things which, in the reasonable judgment of the Contractor, could in any manner affect the performance of the Work.

3.3.1. Delete last sentence.

3.4.4: Add the following Subparagraph:

Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly

labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.5.21 Add the following Subparagraph: “The Contractor shall issue in writing to the Owner as a condition precedent to final payment a “General Warranty” reflecting the terms and conditions of this Paragraph for all Work under the Contract.”

3.5.23 Add the following Subparagraph: “Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for two (2) years and shall be in form and content otherwise satisfactory to the Owner.”

3.5.34 Add the following Subparagraph: “Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.”

3.7.2 Add “Should the Contractor become aware that any portion of the Contract Documents violate any applicable laws, statutes, ordinances, building codes, rules or rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.”

3.8.2.3 Delete in its entirety.

3.9.2 Delete last sentence.

3.12.10 Subparagraph; Beginning in Line 15; After “satisfy.” add the following: “Provided, however, if required under the Owner/Architect or Owner agreements or related agreements, or if Architect, in Architect’s reasonable and professional judgment considers it advisable, Architect shall verify the accuracy and completeness of any or all such calculations or certifications, or both. If any or all such calculations or certifications, or both, are found to be inaccurate or incomplete, or both, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Architect’s additional services associated with the verification of such calculations or certifications, or both, and the expense of the Architect’s additional services made necessary by the failure of such calculations or certifications, or both, to be accurate or complete, or both.”

3.14.2 Subparagraph; Line 4; After “with” add “prior”; and beginning in Line 4; Delete “; such consent shall not be unreasonably withheld”.

3.18 Paragraph; Delete paragraph in its entirety (see our changes to Article 11, Paragraph 11.6 of these Supplementary General Conditions).

4.1.2 Delete and replace with:

Owner may at any time employ or retain a licensed architect to perform all or any part of the duties respectively of the Architect hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing (setting forth the scope of said replacement Architect's duties and responsibilities) prior to making this change.

4.1.3 Delete in entirety.

~~4.2.1 Subparagraph; Beginning in Line 1; After "Documents" delete the balance of the first sentence of this Subparagraph.~~

~~4.2.13 Subparagraph; Delete in its entirety.~~

5.1.1 Add at end; "Subcontractor shall include all persons or entities who perform Work under the Contract assigned to Contractor ~~as provided in AIA 121.~~"

5.2.1 Delete the last sentence.

5.2.3 Subparagraph; Delete the last two sentences in their entirety.

~~5.3.4~~ Subparagraph; Beginning in Line 1; After "appropriate" add "written" and delete "written where legally required for validity,".

5.4 Delete entire section (5.4.1 through 5.4.3).

6.2.3 Delete second sentence.

6.2.4 Subparagraph; At end of subparagraph delete period and add: "or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party."

7.1.2 Subparagraph; Line 3; Delete "alone" and add "and is subject to the approval of Owner."

7.4 Subparagraph; Line 1; After "authority" add ", subject to the approval of the Owner in each instance."

8.1.3 After “Architect” add “and approved by the Owner”.

8.2.2 Subparagraph; Line 1; Delete “knowingly”.

8.3.1 Subparagraph; Line 3; After “Work” delete the balance of the Subparagraph and add:

or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably able of anticipation, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the contractor is in compliance with this Agreement, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or “float” time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

9.3.3 Subparagraph; Delete in its entirety and substitute the following:

The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon the receipt of payment therefor by the Contractor, which ever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other

person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.5.1.7 Line 1; Delete “repeated”.

9.6.1 Subparagraph; Add at end:

The Owner may withhold payment if it reasonably believes that the Architect has issued a Certificate for Payment in error, but only such part of the amount certified for payment the Owner reasonably believes to be in error may be withheld from payment. In such case, Owner, Contractor and Architect shall meet within 10 days to try to reach agreement regarding the amount withheld from payment. Furthermore the Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.7.1 Subparagraph; Line 1; After “if” add “subject to the provisions of Section 9.6.1.”

9.8.1 Subparagraph; Line 1; After “thereof” add “(which the Owner agrees to accept separately)”.

9.8.3 Subparagraph; Line 2; After “thereof” add “(which the Owner agrees to accept separately).”

9.8.4 Line 1; After “thereof” add “(which the Owner agrees to accept separately)”;

and Line 6; After “thereof” add “(which the Owner agrees to accept separately)”.

9.8.5 Subparagraph; Line 3; After “thereof” add “(which the Owner agrees to accept separately)”.

9.10.4 Subparagraph; Delete in its entirety.

9.10.5 Subparagraph; Line 2; After “unsettled” delete balance of subparagraph and add “on payee's final Application for Payment.”

9.11 Add the following Subparagraph: Withholding Taxes: No final payments shall be made to the Contractor until Contractor has provided satisfactory evidence to the Owner that Contractor and each of its Subcontractors has complied with the provisions of Minn. Stat.

§ 290.92 relating to withholding of taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.

9.12 Add the following Subparagraph~~”~~: Payment to Subcontractors: The Contractor shall pay any Subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the Subcontractor. ~~The Contractor shall pay interest of one and one half percent (1½%) per month or any part of a month to a Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual amount due to the Subcontractor.”~~

**Commented [JL1]:** This is a contractual issue between the contractor and its sub and does not need to be in the supplemental conditions.

10.2.3 Subparagraph; Beginning in Line 2; Delete “reasonable” and add “all necessary”.

10.3.3 Subparagraph; Delete in its entirety.

10.3.6 Subparagraph; Delete in its entirety.

11.3.2 Subparagraph; Delete in its entirety.

11.3.3 Subparagraph; Delete last grammatical sentence.

11.3.5 Subparagraph; Delete in its entirety.

11.3.7 Subparagraph; Delete in its entirety.

11.4.1. Add the following at end of first sentence “The performance and payment bonds are subject to the approval of the City’s Attorney’s office.”

11.65 Add the following Subparagraph: INDEMNIFICATION

~~11.6.1:~~

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, Owner's elected officials and employees, Architect and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the “Indemnified Parties”) from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint

venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. The liability of the Contractor under this provision shall not exceed the limits of insurance coverage required to be carried by the Contractor under the Contract documents. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, that Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject.

The obligations of Contractor under this Section shall survive the expiration or termination of the Contract.

- 12.1.1 Subparagraph; Line 4; After “Time” add “or Contract Sum”.
- 12.2.1+ Subparagraph; Line 1; After “Architect” add “, as incomplete, defective”; Line 3; After “such” add “defective or otherwise”
- 12.2.2.1 Subparagraph; Line 2; After “of the” add “entire”; after “Work” delete “or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1,”; add “(unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity,”; Line 4, After “to be” add “defective or otherwise”; Line 6, After “condition.” insert “by the Owner.”; delete the next sentences and add:

This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner. This obligation under this subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract.
- 12.2.2.3 Subparagraph; delete in its entirety.
- 12.2.4 Subparagraph; Line 2; After “caused” add “in whole or in part”; and Line 3 After “is” add “defective or otherwise”.
- 12.2.5 Subparagraph; Line 2; After “Documents” delete the period and add “or under law or in equity.”, and delete “of one year”.
- 12.3 Subparagraph; Line 1; After “is” add “defective or otherwise”.
- ~~13.2.2 Subparagraph; Line 2; After “Project” add “or a Construction Manager.”~~

13.3.1 Subparagraph; Delete 13.3 in its entirety and substitute the following:

All notices to be given hereunder shall be in writing, and may be given, served or made by depositing the same in the United States mail addressed to the authorized representative (as specified in Subparagraph 13.3 hereof) of the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to the said authorized representative of such party, or by delivered via telegraph or facsimile to a location or number designated by such party, followed by mailed notice as provided above. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth herein below. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

.1 Address of Owner:

City of Ramsey  
City Hall  
7550 Sunwood Drive NW  
Ramsey, MN 55303

.2 Address of Contractor:

To Be Determined

.3 Address of Architect:

LSA Design Inc.  
219 North Second Street  
Suite 302  
Minneapolis, MN 55401

13.3.2: Add the following Subparagraph:

The parties hereby designate and appoint the following persons, whose addresses are as designated in Subparagraph 13.3 hereof, as their representatives, respectively, to receive all notices and communications hereunder and, to the extent of their obligations

hereunder, to act for them in all respects

.1 For Owner:

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.2 For Contractor:

.3 For Architect:

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Either party may designate from time to time, by appropriate written notice to the other as provided for in Subparagraph 13.3 hereof, other or additional representatives.”

13.4.2 Subparagraph; Line 1; Delete “Owner, Architect or Contractor” and insert “Owner or Architect.”

~~13.5.3 Subparagraph; Line 2; After “Work” add “is defective or otherwise fails”.~~

13.5.6 Subparagraph; Line 2; Delete “unreasonable”.

13.7 Subparagraph; Lines 3 and 4; Delete “but in any case not more than 10 years after the date of Substantial Completion of the Work”.

~~13.78 Delete in its entirety, and substitute~~ Add the following Subparagraph: Hiring ~~13.78~~: Contractor agrees:

.1 that in the hiring of common or skilled labor for the performance of the Work, Contractor shall not, by reason of race, creed, age, sex, religion, national origin, marital status, status with respect to public assistance, disability, age or sexual preference, discriminate against persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

.2 that Contractor shall not, in any manner, discriminate against or intimidate or prevent the employment of any persons identified in .1 of this subparagraph, or on being hired, prevent, or conspire to prevent persons from the performance of work under any Contract on account of race, creed, age, sex, religion, national origin, marital status, status with respect to public assistance, disability, age or sexual preference;

13.98 Add the following Subparagraph: Audits 13.8

The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the Owner and either the Legislative Auditor or the State Auditor as appropriate.

13.109 Add the following Subparagraph: Data Practices Act Compliance: 13.9:

The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the same is applicable to data and documents in the possession of the Contractor.”.

13.110 Add the following Subparagraph: Worker’s Compensation: 13.10

Contractor represents and warrants that it has and will maintain during the performance of this agreement worker’s compensation insurance coverage required pursuant to Minn. Stat. § 176.181, subd. 2 and that the certificate of insurance or the written order of the Commissioner of Commerce permitting self insurance of worker’s compensation insurance coverage provided to the Owner prior to execution of this Agreement is current and in force and effect.

13.12+ Add the following Subparagraph: Conflicts: 13.11

No salaried officer or employee of the Owner and no member of the Commission shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.

~~13.12 Add the following Subparagraph: Limitation of Remedies: 13.12~~

~~Neither party shall be entitled to recover punitive damages in the event of a breach of the Agreement.~~

14.1.1.4 Clause; Delete in its entirety.

14.1.3 Subparagraph; Delete in its entirety and substitute the following:

If one of the above reasons exists through no act or fault of the Contractor, a subcontractor, or a sub-subcontractor, their agents or

employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for costs directly related to Work thereafter performed by Contractor in terminating such Work including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner.

14.1.4 Subparagraph; Delete in its entirety and substitute the following: "The Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2."

14.2.1.1 Clause; Line 1; Delete "repeatedly"; After "materials" add "or equipment";

14.2.1.2 Clause; Line 1; After "materials" add "and/or equipment";

14.2.1.3 Clause; Line 1; Delete "repeatedly".

14.2.1.4 Clause; Delete in its entirety and add "disregards the instructions of Architect or Owner (when such instructions are based on the requirement of the Contract Documents);"; and add the following two Clauses:

.5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or

.6 otherwise does not fully comply with the Contract Documents.

14.2.2 Subparagraph; Beginning in Line 1, after "Owner" delete ", and upon certification by the Architect that sufficient cause exists to justify such action,"; Line 3; After "notice" delete the balance of the Subparagraph and substitute the following: "(except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may,"; ".1 take possession of the site and Project and of all materials, equipment, tools and construction equipment and machinery thereon owned, rented, or leased by the Contractor, .2 accept assignment of Subcontracts pursuant to Paragraph 5.4; and .3 finish the Work by whatever method the owner may deem expedient."

14.2.3 Subparagraph; Add at the end:

The Owner may withhold from any final payment due the Contractor such amounts as are incurred or expended by the Owner on account of the termination of the Contract, including architect and attorneys fees.”

14.2.4 Subparagraph; Delete in its entirety and substitute the following:

To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor’s default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by the Owner and confirmed by the Architect.

15.1.4 Add at the end; ”The Contractor waives any entitlement to claims for additional cost if it fails to comply with the notice requirements herein.”

15.1.5.1 Add at the end; ”The Contractor waives any entitlement to claims for additional time if it fails to comply with the notice requirements herein.”

15.1.6 Delete in its entirety and replace with the following: “The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. The waiver includes damages incurred by the Contractor for principal office expenses including the compensation or personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This wavier is applicable to all consequential damage due to the Owner’s termination in accordance with Article 14.”

15.3.2 Lines 1 through 3; Delete “which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement”.

15.4.1 Lines 2 through 4; Delete “which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement”.

15.4.4.2 Lines 2 and 3; Delete “provided that the party sought to be joined consents in

| writing to such joinder”.