

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

THE PENNSYLVANIA STATE UNIVERSITY

1. General: The General Conditions of the Contract shall be amended and/or modified as set forth hereinafter in these Supplementary General Conditions. Wherein any part of Articles 1 through 14 inclusive is deleted or amended hereinafter, such deletion or amendment shall be effective as to that part only. All other parts and provisions of the General Conditions of the Contract shall remain as written.

Where certain word(s) and/or passage(s) shown hereinafter in these Supplementary General Conditions are in boldface type, it shall be understood that such boldface is only for the purpose of aiding the reader in identification of the affected word(s) and/or passage(s), and shall not be interpreted as intending to impart any particular emphasis, significance or relative importance to the boldfaced text.

2. Amendments to the General Conditions of the Contract:

- (a) In Article 3, Paragraph 3.1 "Contractor's Liability Insurance" the following new Subparagraph 3.1.10 shall be incorporated into and become a part of the General Conditions of the Contract:

3.1.10 The Contractor's insurance policy (or policies) for coverage against claims for items 3.1.6 through 3.1.9 inclusive above shall name (1) the Commonwealth of Pennsylvania and (2) The Pennsylvania State University as additional insureds.

- (b) In Article 14, Paragraph 14.2 "Indemnification" the first three (3) lines of the first subparagraph shall be revised to read as follows:

"To the fullest extent permitted by law, the Contractor shall appear for and defend, indemnify, and hold harmless the Owner, Professional, Professional's consultants, the Commonwealth of Pennsylvania, and agents and employees of any of them from and against claims, damages to property or injuries (including death) to any persons, and any and all other losses, damages, demands, suits, actions and expenses, including but not limited to attorneys' fees, brought about by any party, arising out of or resulting from performance of the Work, of whatsoever nature caused in whole or in part by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 14.2."

- (c) Also in the same Article 14, Paragraph 14.2 "Indemnification," the last four (4) lines of the last subparagraph shall be revised to read as follows:

". . . shall keep the Owner, the Commonwealth of Pennsylvania and Professional indemnified from and discharged of and from any and all responsibility and liability for risks and casualties of every description, as provided in the Agreement between the Owner and the Contractor."

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT: February 2005