

November 24, 1986

SUPPLEMENT NO. 1 TO SUBCONTRACT AGREEMENT

Date of Subcontract Agreement: November 11, 1986

Between: Ray Bell Construction Company, Inc.

and

Westinghouse Elevator Company, a Division of
Westinghouse Electric Corporation

**SUBJECT: Marriott Courtyard
Greenville, South Carolina**

IT IS HEREBY AGREED AS FOLLOWS:

1. This Supplement No. 1 is to clarify the contract conditions as they pertain to the elevator equipment on the above subject project. If conflict exists between the contract documents and this supplement, then this supplement will prevail.
2. The following Articles are added to this subcontract agreement:
 - A. To clarify the commencement of the elevator work, the Contractor shall have the hoistway ready and in a safe condition and the proper current available by March 16, 1987, after which Westinghouse is to have the hoistway available for its uninterrupted use. If the hoistway or other locations where the work is to be performed is in the opinion of Westinghouse not ready or unsafe, Westinghouse reserves the right not to begin or to discontinue the work. Our completion date shall be on or about June 5, 1987.
 - B. Westinghouse shall provide a waiver of lien prior to the final payment; however, this waiver of lien will be subject to the receipt by Westinghouse of the final payments. Such final payment to Westinghouse shall be within 30 days of the Westinghouse invoice which acknowledges the elevator completion and the final acceptance of the elevator. Progressive payments to Westinghouse shall be within 30 days of the Westinghouse invoice. Payment by Owner to General Contractor will not be a condition precedent to Westinghouse right to be paid.
3. In Article 3, subpart (d), lines 3 and 4, delete the sentence beginning with "as against" and ending with "rights of exemption". In the same section, add after the word "therein" the following: "to the extent contractor prevails against subcontractor."
4. Add after subsection (e) of Article 3 the following sentence: "In no event shall subcontractor be liable for special, indirect or consequential damages for default or delay."
5. In Article 7, subsection (a), add the following sentence: "Subcontractor shall have all rights against contractor as contractor has against owner in the contract documents."

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