

ADDENDUM NO. 7**RICHMOND COUNTY JUDICIAL CENTER
ROCKINGHAM, NORTH CAROLINA****WBA PROJECT NO. 100201****MARCH 3, 2008****WARE BONSTALL ARCHITECTS, INC.
10710 SIKES PLACE, SUITE 125
CHARLOTTE, NC 28277
TEL 704-846-1977
FAX 704-846-2108****NOTICE TO CONTRACTORS**

This Addendum has become a part of the drawings and specifications for the above project.

Each Contractor shall be responsible for notifying his subcontractors of the contents of this addendum.

Revised or newly issued drawings contained in this Addendum shall supersede and shall take precedence over any conflicting information in the original drawings. Modified or newly issued specifications contained in this Addendum shall supersede and shall take precedence over any conflicting information in the original specifications.

Each Contractor shall bear all expenses resulting from the use of substitutions which may be included in this Addendum including the cost of work in general, structural, plumbing, mechanical, and electrical trades required due to the substitution and the cost of any Architect's services made necessary by the substitution.

CLARIFICATION

Recently courts in three states have ruled adversely against Paragraph 6 of the AIA 312 Payment Bond. Surety companies have indicated they will accept the use of the AIA 312 document with modification to Paragraph 6. The General Contractor awarded this project will be allowed to modify the AIA 312 Payment Bond by adding Subparagraph 6.3 as follows:

6.3 Notwithstanding anything set forth in this or any other paragraph to the contrary, the failure of the Surety to fully and/or timely discharge any of its obligations under this or any other paragraph in this Bond or to dispute or set forth any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire to dispute such claim. Rather, the Contractor and Surety expressly reserve without prejudice any and all rights and/or defenses they may have or acquire as to any claim or Claimant.