

SUPPLEMENTARY CONDITIONS

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

- SC-1 The terms used in the Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meaning assigned to them in the General Conditions.
- SC-2.02 Change the number of copies of the Contract Documents to be furnished to the Contractor from "up to ten" to "two executed copies and up to four non-executed bid set copies."
- SC-2.03 In the last sentence, change "sixtieth day" to "ninetieth day."
- SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."
- SC-4.06(G) Delete Section
- SC-5.03(A)(1) The Contractor shall furnish a Certificate of Insurance satisfactory to the Owner from each Insurance Company showing that all required insurance is in force, stating policy numbers, dates of expiration, and limits of liability there under. If the Contractor fails to procure and maintain such insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.
- 5.04(A)(6) Automobile Liability – Owned, Non-Owned, Hired) Contractor may provide split limits or combined single limit.
- (a) Split Limits:
- | | |
|----------------------------------|-------------|
| Bodily Injury, Each Person: | \$2,000,000 |
| Each Occurrence | \$2,000,000 |
| Property Damage, Each Occurrence | \$1,000,000 |
- Or
- (b) Combined Single Limit
- | | |
|---|-------------|
| Bodily Injury and Property Damage,
Each Occurrence | \$2,000,000 |
|---|-------------|
- (c) Umbrella Excess Liability-as needed to increase Primary Policy to specified limits.
- SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements"
- SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- 5.04(A)(1) and (2) Worker's Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(A) State	Statutory
(B) Applicable Federal (e.g., Longshoreman's)	Statutory
(C) Employer's Liability	1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage and eliminate the exclusions with respect to property under the care, custody and control of Contractor:

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.	
Each Occurrence	\$2,000,000*
General Aggregate	\$4,000,000*

(b) Products and Completed Operations Aggregate	\$1,000,000.
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Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence) with Employment Exclusion deleted.	\$1,000,000.
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(d) Fire Damage	\$100,000
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(d) *Umbrella Excess Liability-As needed to increase primary policy to limits in 5.04(A)(3) through 5.04(A)(5)

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply to this project only (Per Project Aggregate Limit).

SC-5.04(B)(3) Contractual Endorsement

Paragraph GC 5.04(B)(4) requires contractual liability coverage with respect to Contractor's obligations under GC 6.07, 6.11 and 6.20 in respect of indemnification unless otherwise noted in the Specific Project Requirements, the coverage limitations outlined in SC-5.04(B)(2) shall be considered as minimum limits.

SC-5.04(B)(4)(a) The cancellation clause on the Certificate (s) of Insurance shall read as follows:
 "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days' written notice to the certificate holder named to the left."

- SC-5.04(C) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" for the following limits.
- | | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |
- SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy (s) shall be filed with the Owner or his designated representative.
- SC-5.05 See SC-5.04(C) above.
- SC-5.06 Unless otherwise stated in Specific Project Requirements the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.
- SC-6.02(B) The Contractor shall be responsible for the Engineer's additional inspection and administrative costs to the Owner for work performed beyond regular working hours as defined in this contract.
- SC-6.10(B) Owner is exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project. Said taxes shall not be included in the Contract Price.
- SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:
- SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.
- SC-7.02(B) Duties of the Construction coordinator include the following:
1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule. An updated construction schedule shall be submitted with each monthly pay application.
 2. Establishing and administrating the site safety program and procedures for the project.
 3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations
5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.
6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.
7. Coordinate Owner interface for utility tie-ins/shut downs.
8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

- SC-11.01(A) For purposes of "Cost of the Work" delete Section 11:01(A) of the General Conditions in its entirety and insert ODOT 109.04, current edition in its place.
- SC13.07(A) In the First sentence of Section 13.07(A) remove "one year" and replace with "three years" and remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner." At the end of Section 13.07(A) add the following: "As security for faithful performance of all corrective work done during the correction period the Contractor and his Surety shall supply to the Owner a three-year Maintenance (AKA Warranty) Bond for 10% of the final contract amount commencing upon Final Acceptance."
- SC-13.07(F) All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.
- SC-14.02(A)(3) Delete Section 14.02(A)(3) of the General Conditions in its entirety and insert the following:
- Until the project is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the project is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

SC-14.02(A)(4) Payment for stored materials at paid invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the paid invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the paid invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for total amount less than \$5,000.000. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-15.03(A)(3) & (4) Delete Section 15.03(A)(3) and 15.03(A)(4) in their entirety.

SC-16 Dispute Resolution shall be as per the attached Exhibit A – Dispute Resolution Agreement.

EXHIBIT A DISPUTE RESOLUTION AGREEMENT – JUDICIAL SYSTEM

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is omitted in its entirety and the following submitted by agreement of the parties:

16.01 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the Lake County, Ohio Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

SC-17.07 Ohio Public Employees Retirement System (OPERS)

No person and/or entities entering into this contract, nor any individual employed by any person or entity entering into this contract, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this contract.