
SECTION 4
SUPPLEMENTARY CONDITIONS

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

- SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.
- SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:
- Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.
- SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."
- SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."
- SC-4.06(G) Delete paragraph 4.06(G) in its entirety.
- SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required 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.
- 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 Law and Regulations:
- All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.
- A.** The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the contractor and its affiliated and associated organizations, subsidiaries, or subcontractors (hereinafter referred to as the Contractor), for the Village of Brewster, Ohio (hereinafter referred to as Owner).
- 1.** The Contractor agrees to indemnify and save the owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including the cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property

of the Owner, arising from or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor(s), and his or their agents or employees.

2. The Contractor shall maintain insurance of the kinds and in the amounts specified in the attached schedule and furnish the Owner with Certificates of Insurance as evidence thereof and in the prescribed form. If any work provided for or to be performed under any Specifications or Change Order(s) is sublet [as otherwise permitted by the terms of such Specifications or Change Order(s)], the Contractor shall require the subcontractors to maintain and furnish him with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which the Contractor deems reasonably adequate.

3. In accordance with item 2, the Contractor shall maintain the following insurance:

a) Workers Compensation and Employer's Liability Insurance affording:

- 1) Protection under Workers Compensation Law in the State of Ohio.
- 2) Employer's Liability protection subject to a minimum limit of \$1,000,000.

b) Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000
Products – Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$ 100,000

This insurance shall:

- 1) Include coverage for the liability assumed by the Contractor under Item 1 (indemnity).
- 2) Not be subject to any of the special property damage liability exclusions commonly referred to XCU exclusions pertaining to blasting or explosion, collapse of structural damage, and underground property.
- 3) Not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance.
- 4) The Certificate of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

5) Include the Owner (Village of Brewster) and its agents as having additional insured status for the purposes of coverage under the subject policy.

c) Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage – any one accident or loss
\$1,000,000

B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner a minimum of thirty (30) days prior written notice for any cancelation or any material change in the insurance.

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

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-5.06 *Property Insurance*

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.

Add the following section:

- SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.
- SC-6.07(B) Delete paragraph 6.07(B) in its entirety.
- SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

- SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

- SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

- 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.
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-10.01 (A) Add the following:

The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

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 job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining 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.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at 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 invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the 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 a total amount less than \$5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

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ARTICLE 16 - 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 amended to include the following 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 Stark County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

END OF SECTION