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***SECTION 4***  
***SUPPLEMENTARY CONDITIONS***

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## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the "General Conditions" of the Contract for Construction," AIA Document A201 - 2017. Where any Article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, paragraph, subparagraph or clause shall remain in effect.

### **ARTICLE 1 - GENERAL PROVISIONS**

#### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

SC-1.2.1.1 If, in the Contractor's opinion, any work is indicated on Drawings or is specified in such a manner as will make it impossible to produce satisfactory work or should discrepancies appear between Drawings and Specifications, he shall refer same to the Engineer/Architect for interpretation before proceeding with the work. If the Contractor fails to make such reference, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner. Should a conflict occur in or between Drawings and Specifications, the Contractor shall be deemed to have estimated on more expensive way of doing work unless he shall have asked for and obtained a decision, in writing, from the Engineer/Architect, before submission of proposals as to which method or materials will be required.

SC-1.2.1.2 All work shall conform to the Contract Documents. No change there from shall be made without the Contractor having first received permission from the Engineer/Architect, who will furnish information with reasonable promptness.

#### **1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER INSTRUMENTS OF SERVICE**

SC-1.5.2.1 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.

### **ARTICLE 2 - OWNER**

#### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

SC-2.2.3.1 The General Construction Contractor shall establish and maintain grades, lines, levels, and bench marks within the limits for building construction. He shall be responsible for the accuracy of same to the extent that other subcontractors' work shall relate to them, and the cost of additional work under other contracts resulting from deviations of grades, lines, levels, and bench marks as established on the Drawings shall be borne by him.

SC-2.2.3.2 The Contractor shall lay out all of the work in accordance with dimensions given on the Drawings and shall be responsible for the accuracy of the layout. Any discrepancies or errors in the Drawings perceived by the Contractor shall be immediately reported to the Engineer/Architect and corrections made in accordance with instructions given by the Engineer/Architect.

SC-2.2.3.3 The Contractor shall verify all dimensions and conditions at the building and shall be responsible for proper fit of all shop fabricated items. All such shop fabrication shall be in accordance with dimensions taken at the building. Any adjustments required by job conditions shall be made as directed by the Engineer/Architect.

### **ARTICLE 3 - CONTRACTOR**

#### **3.4 LABOR AND MATERIALS**

SC-3.4.3.1 All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only. Mechanics whose work is unsatisfactory to the Owner or Engineer/Architect, or who are considered by the Engineer/Architect to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice from the Engineer/Architect.

#### **3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

SC-3.7.1.1 Each Contractor shall secure all zoning, building, and all other permits required for the complete execution of his Contract, including certificates of the National Board of Fire Underwriters. All certificates of inspection, occupancy and approval shall be delivered to the Owner upon completion of the work. All prime contractors and/or sub-contractors are responsible for registration. Permit is required for the City of Wickliffe Building Department.

SC-3.7.1.2 If the Contractor performs any work contrary to laws, ordinances, rules and regulations, and without notice to the Owner, he shall bear all costs arising there from.

#### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

SC-3.10.1.1 The General Construction Contractor is responsible for scheduling and coordinating the work of all prime contractors and all subcontractors.

SC-3.10.1.2 All prime contractors and all subcontractors shall coordinate their work with all adjacent work and shall cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their material.

### **3.15 CLEANING UP**

SC-3.15.1.1 The General Construction Contractor shall perform special cleaning for all trades at the completion of the work. All glass shall be thoroughly cleaned and polished. All damaged, broken or scratched glass shall be replaced. Remove all paint spots, stains, marks and dirt from all painted, decorated and finished surfaces. Remove all temporary protections and clean and polish all floors at completion.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **7.1 CHANGES**

SC-7.1.1.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost under this Contract, he shall give the Owner written notice thereof within ten days after receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure then shall be as so provided for changes in the work. No claims shall be valid unless so made.

SC-7.1.1.2 Except as provided for emergencies and minor changes in the work, not involving extra cost, no order for extra work shall be valid unless signed by the Owner and countersigned by the Engineer/Architect.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

SC-7.3.3.1 The value of such work or change shall be determined by the net cost of labor and materials plus fifteen percent (15%) for overhead and profit.

SC-7.3.7.1.1 For all labor and for all foremen in direct charge of the specific operations, the Contractor shall receive the actual rate of wage and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and foremen are actually engaged in such work. The term fringe benefits shall be defined as the actual costs paid to, or in behalf of, workmen by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

In addition to the above the Contractor shall receive the actual cost of Social Security Tax, Workers' Compensation and State and Federal Unemployment Insurance, and other insurance premiums based on wages. The Contractor shall furnish evidence of the actual percentages applicable at the time the extra work was performed. To these actual costs, 15% may be added for overhead and profit. The estimated rate of wage and labor cost is to be agreed upon in writing before beginning work. The Contractor shall receive the actual costs paid for subsistence and travel allowances when such payments are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. No percentage may be added to these costs.

SC-7.3.7.2.1 For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost 15% may be added. Statements shall be accompanied and supported by proper invoices for all materials used and transportation charges, and rented equipment performing work on time and materials operations. However, if materials used on the time and materials work are not specifically purchased for such work but are produced by the Contractor or taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were produced by him or taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

SC-7.3.7.3.1 For any machinery or special equipment other than small tools which it may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental price for the time that such equipment is in use on the work. No compensation will be paid for idle equipment deemed by the Engineer to be unnecessary for the work performed. The maximum hourly rental rate to be paid for machinery and equipment owned, leased, or rented by the Contractor shall be based on 1/176 of the applicable monthly rate listed in the latest edition of "Construction Equipment - Rental Rates Compilation" published by the Associated Equipment Distributors (AED). To this hourly rate 15% will be added for the cost of fuel and lubricants. Fifteen percent (15%) of the approved amount payable for Contractor's own machinery and equipment may be added for overhead and profit.

Five percent (5%) of the approved amount payable for machinery and equipment rented or leased by the Contractor may be added for overhead and profit. Proper invoices and documentation will be required for equipment.

A flat hourly rate of \$2.50 per hour, which includes fuel and lubricants, profit and overhead, and any other costs will be allowed for the foreman's transportation.

SC-7.3.7.5.1 The wages of any foreman or timekeeper who is employed partly on force account work and partly in other work, shall be prorated between the two classes of work according to the number of men employed on each class of work as shown by the payrolls.

SC-7.3.7.6 The compensation to the Contractor as above provided in 7.3.7 shall constitute payment in full for extra work done on a time and materials basis including administration, superintendence, overhead, use of tools and equipment for which no rental is allowed, profit, taxes other than sales tax, premium on insurance, and any other expense incidental to performing the force account work. Sales tax will not be allowed on any item for which tax exemption may be obtained.

SC-7.3.7.7 For work performed by an approved Subcontractor the prime Contractor will be allowed an amount to cover administrative costs, equal to 5% of the compensation provided in 7.3.7 but not exceeding \$5,000.00. Regardless of the number of tiers or

layers of Subcontractors, the 5% increase above the Subcontractor's total cost including overhead and profit specified herein before, may be applied one time only for each separate extra work transaction.

SC-7.3.7.8 Final payment will not be made for work performed on a time and materials basis until the contractor has furnished the Engineer/Architect with itemized statements of the cost of such extra work detailed as follows:

Name, classification, date, daily hours, total hours, built up hourly rate for each operator, laborer, foreman, etc.

Verification of percentages of wages paid for payroll taxes and insurance.  
Designation, dates, daily hours, total hours, and allowable rate for each unit of machinery and equipment.

Quantities and prices of materials including transportation with invoices.

SC-7.3.7.9 The Contractor's representative and the Engineer/Architect shall compare records daily of the cost of work done as ordered on a time and materials basis. The Engineer/Architect shall certify that these records are correct.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **9.3 APPLICATIONS FOR PAYMENT**

SC-9.3.1.3 Monthly, on a day agreed to at the pre-construction meeting, during construction, the Contractor shall prepare and submit to the Engineer/Architect for approval, an estimate of the amount of labor performed and of the materials incorporated in the work and/or acceptable materials delivered to the site.

SC-9.3.1.4 Partial payment to the Contractor for work performed under a lump sum price shall be based on a detailed breakdown of a bid showing labor and material as prepared by the Contractor preceding start of construction and approved by the Owner.

SC-9.3.1.5 An Act of the 103rd General Assembly of the State of Ohio (Am. Sub. House Bill No. 627) is interpreted by the Owner:

Acceptable materials delivered to the site but not incorporated in the work will be paid for at ninety-two percent (92%) of the invoice value of same. Until the job is fifty percent (50%) completed, the Contractor will be paid ninety-two percent (92%) of the estimated value of labor and material completed in acceptable form.

This eight percent (8%) retention of the first fifty percent (50%) of the job will be held by the Owner until 30 days after completion. After the job is fifty percent (50%) completed, material incorporated in the work and labor will be paid for at one-hundred percent (100%) of the estimated value of same as bid.

When the work is completed to the satisfaction of the Owner, the Contractor shall be paid an amount which will bring the total payments to him up to ninety-six percent (96%) of the contract price.

The Act makes reference to payments of estimates "Unless the Contractor does not prosecute the work with diligence and with the force specified or intended in the Contract."

Upon approval of the Engineer/Architect, the four percent (4%) retainer may be reduced commensurate with partial acceptance of facilities completed and placed in operation.

SC-9.5.1.8 Failure to comply with the terms of the contract and/or these specifications or fails to comply with the orders or directions of the Engineer/Architect.

## **9.8 SUBSTANTIAL COMPLETION**

SC-9.8.4 In the last sentence delete "Substantial Completion" and insert in its place "Final Acceptance".

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

SC-9.10.1 Final Acceptance shall be considered only after completion of all punch list items and submission and approval of the Final Documentation Package and Final Pay Estimate.

# **ARTICLE 11 - INSURANCE AND BONDS**

## **11.1 CONTRACTOR'S LIABILITY INSURANCE**

SC-11.1.1 Add the following: Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain, during the Contract Time, the following insurances and all other insurance requirements 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 provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

11.1.1.1 "All Risk Builders Risk" insurance and/or "Installation Floater" insurance as applicable for the type of work to be performed upon the Project to the full insurable value thereof.

11.1.1.2 "Boiler and Machinery Insurance" as applicable for the type of work to be performed upon the Project to the full insurable value thereof.

SC-11.1.2.1 The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws 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.

Workers' Compensation, etc.:

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|-----|--|-------------|
| (a) | State                                      | Statutory   |
| (b) | Applicable Federal (e.g., Longshoreman's): | Statutory   |
| (c) | Employer's Liability:                      | \$1,000,000 |

Contractor's Liability Insurance which shall also include completed operations; product liability coverage; and indemnity obligations 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:

- (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	\$1,000,000
General Aggregate	\$2,000,000

- (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.

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|-----|--|-------------|
| (c) | Personal and Advertising Injury (Per Person/Organization and per occurrence).  | \$1,000,000 |
| (d) | Fire Damage  | \$ 100,000  |
| (e) | If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have General Aggregate apply <u>to this project only</u> (Per Project Aggregate Limit). |             |



Automobile Liability - (Owned, Non-Owned, Hired)  
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	\$1,000,000
	Each Occurrence	\$1,000,000
Property Damage,	Each Occurrence	\$1,000,000

**or**

(b) Combined Single Limit

Bodily Injury and Property Damage, Each Occurrence \$1,000,000

SC-11.1.3.1 Written notice of cancellation for non-payment of premium shall be at least 10 days.

SC-11.1.3.2 The Certificate(s) of Insurance shall be the most current version ACORD 25.

SC-11.2 Delete 11.2 in the General Conditions and insert the following:  
Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with the Owner listed as the insured for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

## **11.4 PERFORMANCE BOND AND PAYMENT BOND**

SC-11.4.1.1 As a guarantee for the faithful performance of correction of the work or repair and/or replacement of any equipment or materials required under the Contractor's warranty, the Contract Bond or Performance/Payment Bond ("Rollover" Bond - ORC 153.571 or Performance/Payment Bond - ORC 153.57) shall cover the Contractor's and equipment and materials warranties for the full Correction (Maintenance/Warranty) Period.

The Owner may, at its option and at no additional cost, also require a Maintenance/Warranty Bond for the length of the Correction Period as a separate instrument apart from the Rollover or Performance/Payment Bond.

## **ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

### **12.2 CORRECTION OF WORK**

SC-12.2.2.1 In the first sentence delete "Substantial Completion" and insert in its place "Final Acceptance."

SC-12.2.6 All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the required warranty period or Contractor's Correction Period, which ever is longer, starting from the date of Final Acceptance 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.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **13.5 TESTS AND INSPECTIONS**

- SC-13.5.1.1 Unless specifically stated otherwise, all tests hereinafter specified in the various divisions of the Specifications shall be made at the expense of the Contractor within whose Contract is included the work requiring the tests, by testing laboratories approved by the Owner.
- SC-13.5.1.2 Tests required by Federal Specifications or ASTM of American Standards will be required where specifically hereinafter stated.
- SC-13.5.1.3 Where testing is required, any work performed without test or prior to approval of test results shall be the full responsibility of the Contractor and shall be subject to replacement should it be unsatisfactory in the opinion of the Engineer/Architect.
- SC-13.5.1.4 Where the quality of other proposed materials is questioned and check tests ordered by the Owner, the cost of such tests shall be borne by the Contractor if the material fails to comply with the Specifications. If the materials meet specification requirements, the cost of such special tests will be borne by the Owner.

## **ARTICLE 15 - CLAIMS AND DISPUTES**

### **15.4 ARBITRATION**

SC-15.4 Delete Section 15.4 in its entirety and insert Section 15.4 as follows:

#### **15.4 BINDING DISPUTE RESOLUTION**

SC-15.4.1 This contract arose in Liberty Township, Trumbull County, Ohio. All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to the Contract Document or the breach thereof will be decided through the Trumbull County Common Pleas Court. Arbitration will be entered into only if agreed upon, in writing, by both parties.

END OF SECTION 01/2019