

SUPPLEMENTARY GENERAL CONDITIONS

SGC-1.01 The terms used in these Supplementary General Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007) have the meanings assigned to them in the General Conditions.

SGC-1.01.12 Amend the first sentence to read as follows: “Consist of the Agreement, Instructions to Bidders, Bid Proposal, General Conditions, Supplementary General Conditions, Specifications and Drawings thereof incorporated before their execution.”

SGC-1.01.19 Paragraph 1.01.19 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place: “19. *Engineer* -- shall mean the City Engineer or such other person, persons, committee, board of authority as may be hereinafter appointed or elected by the City to succeed the functions, duties, and employment herein specified to be performed by said Engineer.”

SGC-1.01.29 Paragraph 1.01.29 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place: “*Owner* – shall mean the City of Willoughby Hills.”

SGC-2.02 Amend the first sentence of paragraph 2.02 of the General Conditions to read as follows: “Owner shall furnish to Contractor up to three printed or hard copies”

SGC-2.03 Amend the third sentence of paragraph 2.03 of the General Conditions to read as follows: “In no event the ninetieth (90th) day after the bid opening... earlier.”

SGC-5.01 A In addition Contractor must furnish a maintenance bond for a period of two (2) years after the date when final payment becomes due at 10% of the final contract price.

SGC-5.04 The limits of liability for the insurance required by paragraph 5.04 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 5.04.A.2 Worker’s Compensation, etc.:

1. State: Statutory
2. Applicable Federal (e.g. Longshoreman’s): Statutory

5.04.A.3, 5.04.A.4, and 5.04.A.5 Comprehensive General Liability:

1. Bodily Injury (including completed operations and products liability):
\$ 500,000 each occurrence
\$ 1,000,000 annual aggregate

Property Damage:
\$ 500,000 each occurrence
\$1,000,000 annual aggregate or a combined single limit of \$1,000,000

2. Property damage liability insurance will provide explosion, collapse and underground coverages where applicable.
3. Personal injury, with employment exclusion deleted:
\$1,000,000 annual aggregate

5.04.A.6 Comprehensive Automobile Liability:

1. Bodily Injury:
\$ 500,000 each person
\$1,000,000 each occurrence

Property Damage:
\$1,000,000 each occurrence or combined single limit of \$1,000,000

5.04.A.7 Builders Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this contract, builders risk insurance (fire and extended coverage) on a 100% completed value basis on the insurable portion of the project. The Owner, the Contractor and Subcontractors (as their interests may appear) shall be named as the insured.

5.04.B.3 Contractual Liability:

1. Bodily Injury:
\$1,000,000 each occurrence
2. Property Damage:
\$ 500,000 each occurrence
\$1,000,000 annual aggregate

SGC-5.04.B.1 Amend the first sentence of paragraph 5.04.B.1 of the General Conditions to read as follows: "With respect to...paragraphs 5.04.A.3 through 5.04.A.7..."

SGC-6.06.C Add a new sentence to Paragraph 6.06.C of the General Conditions, after the first sentence, to read as follows: "Owner or Engineer may furnish to any such Subcontractor, Supplier or other individual or entity to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's applications for payment."

SGC-10.03.A.4 Add a new Sentence to read as follows: "Changes in the Contract Price or Contract Time which are increases may also require approval of City Council."

SGC-11.01.A.1 Add a new paragraph to Paragraph 11.01.A.1. of the General Conditions to read as follows: “Payroll costs shall be paid in accordance to State of Ohio Prevailing Wage Determination, certified by compliance Payroll Reports, and Affidavit of Compliance; all as required by Ohio Revised Code Chapter 4115: Wages And Hours On Public Works (Prevailing Wage).”

SGC-11.03.D.1 Paragraph 11.03.D.1 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

1. The total cost of a particular item of Unit Price Work amounts to 25% or more of the contract price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 10% from the estimated quantity of such item indicated in the Agreement; and

SGC-11.03.E Add a new paragraph to the General Conditions to read as follows:

- E. The provisions of this paragraph 11 do not apply to items of work that are removed or deleted from the contract by Change Orders.

SGC-12.01.A Add a new paragraph prior to Paragraph 12.01.A. of the General Conditions to read as follows: “Changes of Contract Price which are increases may require approval of City Council.”

SGC-14.01 Add the following: Payments to the Contractor shall be as follows:

Partial payments to the Contractor for labor performed or material delivered under either a unit or lump sum price contract shall be made at the rate of ninety-two (92%) percent of the estimates prepared by the Contractor and approved by the Engineer. All labor performed after the job is fifty (50%) percent completed shall be paid for at the rate of one hundred (100%) percent of the estimates submitted by the Contractor and approved by the Engineer.

When an estimate is allowed on account of material delivered on the site of the work or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner under the contract, but if such material is stolen, destroyed, or damaged by casualty before being used, the contractor will be required to replace it at his own expense.

SGC-15.04.A(iii) Revise to read “...or OWNER fails for 120 days to pay...” wherever it appears.

SGC-15.04.B Revise to read “...or OWNER has failed for 120 days to pay....” wherever it appears.

ADD as follows:

SGC-17.07 OCCUPATIONAL SAFETY AND HEALTH STANDARDS: All work, materials, and construction methods shall comply with the latest edition of the Williams-Steiger Occupational Safety and Health Act of 1970 as established by the Department of Labor.

SGC-17.08 ESTIMATED QUANTITIES: The Contractor agrees that the estimated quantities are only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract, and he further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids as aforesaid; that he will make no claim for anticipated profits or loss of profits because of a difference between the quantities of the various classes or work actually furnished and the said estimated quantities; and he agrees that the Owner shall not be held responsible if, in the construction of the work, any of the said estimated quantities should be found to vary from the quantities shown and that the Engineer may without alteration or modification of this contract, increase, decrease, or omit the amount of any class or portion of the work as may be deemed necessary.

SGC-17.09 WORK ON SUNDAYS AND HOLIDAYS: No work will be permitted on Sundays or legal holidays, except to save property or life or in case of extraordinary emergency, unless authorize or directed by the Engineer.

SGC-17.10 ASSIGNMENTS: Assignments of this contract or any part thereof or of any funds to be received thereunder by the Contractor will be subject to the express written approval of the Owner.

SGC-17.11 CONTRACT DOCUMENTS: The Contractor will keep one (1) copy of all specifications, drawings, addenda, modifications and shop drawings at the project site in good order. The Engineer or his representative shall be notified in writing of all changes during the construction progress.

SGC-17.12 LAWS TO BE OBSERVED: Contract provisions required in public contracts by applicable Federal, State and local laws, ordinances, orders or regulations, are adopted herein by references and shall be as fully effective as if re-written herein.

The Contractor agrees that in his hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor or Subcontractor, shall by reason of race, creed, or color, discriminate against any citizen of the United States in the employment of labor or workers, who are quailed and available to perform the work to which the employment relates.

SGC-17.13 PUBLIC UTILITY LINE CROSSING: The Contractor shall assume complete responsibility for, and shall make satisfactory arrangements with the management of the corporation concerned in the crossing of the trunk or service line or track of a utility corporation, unless otherwise provided for herein, by the proposed construction. Such a

crossing, except those otherwise herein provided for, shall be constructed without interference with the services of a line to be crossed and shall be at the expense of the Contractor without special or additional payment.

SGC-17.14 REFERENCED SPECIFICATIONS: Abbreviations as used herein shall refer to and designate the following:

- A.S.T.M. – American Society for Testing and Materials
- A.W.W.A. – American Water Works Association
- N.E.M.A. – National Electrical Manufacturers Association
- A.N.S.I. – American National Standards Institute
- O.D.O.T. – Ohio Department of Transportation
- O.E.P.A. – Ohio Environmental Protection Agency

Such reference shall refer, unless otherwise denoted, to the latest effective specifications or codes indicated.

SGC-17.15 MAINTAINING TRAFFIC: During the progress of the work, the Contractor shall make ample provisions for the safe movement of machinery and equipment, and for minimizing unnecessary noise and dust.

Seven (7) days prior to the beginning of any construction, the Contractor shall submit a written plan of operation to the Engineer and obtain written approval before beginning construction. Failure to obtain written approval shall be sufficient cause to stop the work.

Where a trench crosses traveled streets that are kept open to traffic, the Contractor shall furnish, at no additional cost, a fiberglass coated steel plate satisfactory to the Engineer. The steel plate shall be installed in an approved manner by the Contractor to insure smooth passage of traffic.

Throughout construction, the Contractor shall furnish, erect and maintain such lights, signs, and barricades as may be required for the protection of any local traffic permitted on the street.

Where improvement is to be accomplished with traffic maintained, the Contractor shall furnish, erect and maintain lights, signs, barricades, temporary guardrails, etc. If the markers are left in place at night, pot flares or other suitable lights shall be maintained.

SGC-17.16 EXISTING UTILITIES AND PLANTS: All work requiring changes to or affecting the existing plants or utilities, or affecting their operation, shall be done in a manner and time approved by the Owner. Request to do such work shall be submitted to the Engineer at least three (3) days prior to the time that such work is to be performed.

SGC-17.17 WATER: The Contractor shall be responsible for an adequate supply of water suitable for his use for construction and for drinking. At his own expense, he shall provide and

maintain adequate supplies and supply lines in such locations and installed in such a manner as may be satisfactory to the Engineer.

Any and all temporary lines required by the Contractor to convey water to the site of work shall be installed at the Contractor's expense and shall be removed by the Contractor at the completion of construction.

SGC-17.18 POWER SUPPLY:

a. ELECTRICAL: The Contractor shall furnish, at his own expense, all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor, at his own expense by permit and, in a manner which meets the approval of the permitting agency, Engineer, and the local power company; and shall be removed by the Contractor at the completion of the construction.

b. STEAM: Steam required by the Contractor for construction or testing shall be furnished at his own expense. The Contractor shall install, at his own expense, all temporary lines in a manner which meets the approval of the Engineer, and shall remove them at the completion of the construction.

c. COMPRESSED AIR: The Contractor shall furnish, at his own expense, all compressed air required for construction and testing purposes. The Contractor shall install, at his own expense, all temporary lines in a manner which meets the approval of the Engineer, and shall remove them at the completion of the construction.

SGC-17.19 SANITATION: The Contractor shall provide and maintain, at his own expense, all necessary sanitary conveniences for the use of those employed on or about the work, properly secluded from public observation. They shall be constructed in such a manner and at such points as shall be approved by the Engineer. Such sanitary conveniences shall be properly screened from flies, and shall be removed from the site by the Contractor at the completion of construction.

SGC-17.20 GENERAL SAFETY: Caution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws and building and construction codes shall be observed. Minimum general accident and fire precautions are detailed below.

The Contractor and his Subcontractor shall take all precautions and furnish and maintain all guards, barricades, handrails, lights, and other appurtenances, etc., for the prevention of accidents to all persons or property at or near the project, in conformance with the standards of the Owner, the State, and the Federal Government.

The Contractor shall be responsible for and shall see that all equipment, tools, and supplies are operated or handled in such a manner that, at no time, will they be permitted to contact power, telephone, or other lines. Permanent warning signs shall be erected in the vicinity of all

energized power circuits. A suitable bulletin shall be posted in cabs of all rigs as a constant warning to the operators.

Inspection is an important phase of accident and fire prevention. The Contractor shall be responsible for safe working conditions and shall appoint responsible persons to inspect structures, hand tools, machinery, housekeeping, fire fighting equipment, first aid equipment, personal protective equipment, methods, procedures, and related items. These inspections shall take place at regular intervals in order to minimize the possibility of accidents.

The Contractor shall equip a suitable vehicle/location for rendering adequate first aid and shall appoint one or more qualified persons to provide safety helmets, reflective vests, etc., for all their workmen and shall enforce their use when work is being performed.

The Contractor shall provide adequate fire protection as required and as approved by the Engineer.

When moving rigs in the vicinity of men on the job, an extra man (the oiler if assigned to the rig) shall walk alongside of the machine and remove any obstruction in the path of the rig. The operator shall not move from his operating position until such time as the machine is locked in position so that it cannot move or the boom creep.

SGC-17.21 DAMAGE TO WORK, PUBLIC OR PRIVATE PROPERTY: The Contractor shall be responsible for all work until completion and final acceptance thereof. No payments will be allowed for damage to the Contractor's materials or equipment, except as herein provided. Damage to all work, utilities, materials, equipment, and other properties, etc., shall be repaired to the satisfaction of the Engineer, at the Contractor's expense. The Contractor shall, at his own expense, restore to a condition similar to the condition that existed prior to the damage, any direct or indirect damage to public or private property caused by work or in consequence of an act or omission on the part of the Contractor, his employees, agents, or Subcontractors. Should any property require repair or replacement or rebuilding by the Owner as a result of damage due to the fault or neglect on the part of the Contractor, the cost thereof will be deducted from any money due or to become due to the Contractor under this contract; or the Owner may deduct from any money due the Contractor, a sum sufficient to reimburse the Owner of the property so damaged. When applicable, the unit or lump sum price set forth in the contract shall be used.

SGC-17.22 PROTECTION: The Contractor shall protect all trees, shrubs, lawns, landscaping and other public and private property from damage by providing guards and covering. The Contractor shall take necessary precautions to protect all pedestrians, streets, sidewalks, private roads, walks and adjacent structures. The Contractor shall make all necessary repairs of damage to property, at his own expense. Where necessary, watchmen shall be employed by the Contractor, and proper and sufficient barricades shall be constructed and maintained and the Contractor shall place sufficient lights and/or warning signs at or near the work and keep the lights burning during the hours of darkness or poor visibility.

SGC-17.23 COST BREAKDOWN: The Contractor shall, within five (5) days after execution of the contract, submit in a form acceptable to the Engineer a schedule in duplicate showing the division of his contract prices into their various parts and stating quantities and prices for all items bid as a lump sum.

The prices shall include all costs of each item. This schedule is to be made a basis for checking or computing monthly estimates.

SGC-17.24 CONSTRUCTION OBSERVATION: The Owner shall furnish and pay all costs of municipal construction observation, initially, but payment will be reimbursed to the owner. Observation costs will be deducted from requests for payment from the Contractor as submitted to the Owner. The Contractor shall notify the Owner forty-eight (48) hours in advance of the beginning or stopping of construction.

If Contractor fails to work or ceases work without required advance notice, Contractor shall reimburse Owner for observer's cost.

SGC-1.01.52 Allowance – A sum, whose amount is stipulated in the Contract Documents, included in the Base Bid, including overhead and profit for a defined scope of the Work, which may not be completely defined at the time of bidding.

SGC-1.01.53 Alternate – A change in the proposed Project scope, alternate materials, or methods of construction and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.

SGC-1.01.54 As-Built Documents – Documents, including, but not limited to, Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.

SGC-1.01.55 Bid Form – A form furnished by the Owner with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.

SGC-1.01.56 Bid Guaranty – A bid bond or other instrument of security authorized by Ohio Revised Code Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Contract.

SGC-1.01.57 Bond – A performance and payment bond in the format specified by Ohio Revised Code Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.

SGC-1.01.58 Certification of Contract Completion – A form used to document that the Contractor’s Work is complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage. This form may also be used to document partial completion.

SGC-1.01.59 City – shall mean the City of Willoughby Hills.

SGC-1.01.60 Contract Completion – The date established in the Contract, including adjustments authorized by executed Change Orders, by which deficiencies listed in the Punch List are corrected, the Contractor’s Work is 100 percent complete, and the Contractor has complied with conditions precedent to final payment and release of retained funds.

SGC-1.01.61 Materials Supplier – A person who furnishes materials or supplies on the Project.

SGC-1.01.62 Notice of Commencement – A notice prepared by the Owner identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Owner’s representative upon whom a Claim Affidavit may be served.

SGC-1.01.63 Punch List – A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.

SGC-1.01.64 Record Documents – Electronic files and printed documents of all nature, which incorporate the information shown on the Contractor’s As-Built Documents. They consist of the “Record Drawings”, the Certification of Contract Completion (as complete), Contractor’s Warranty, Manufacturers’ Warrantees, approved shop drawings and other action submittals, Field Work Orders, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, and the final version of the approved Construction Progress Schedule.

SGC-1.01.65 Statutory Delay Forfeiture – A sum established in the Contract Documents, pursuant to Ohio Revised Code Section 153.19, to be paid to the Owner due to the Contractor’s failure to complete the Work, or a portion thereof, within the Contract Time.

SGC-1.01.66 Surety – A person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the City against all direct and consequential damages suffered by the failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Materials Suppliers and laborers, as applicable.