

GENERAL CONDITIONS/SUPPLEMENTARY CONDITIONS

GENERAL CONDITIONS

The standard form of "General Conditions of the Contract for Construction", of the American Institute of Architects, A201 - 2017 edition, is hereby incorporated into and becomes a part of the Specifications for this work.

SUPPLEMENTARY GENERAL CONDITIONS

The following "Supplementary General Conditions" are subject to all requirements of the General Conditions of the Contract, except as stated above, and modify them as follows.

The following items refer to the General Conditions by Article and Sub-Article numbers:

ARTICLE 2: OWNER

2.2.2 Delete the first part of the subparagraph as follows "Except for permits....under the contract documents"

2.2.2.1 The Owner shall secure the required general building permit required by the State of Ohio.

Add the following paragraph 2.2.6 to 2.2.6.2.

2.2.6 Notice of Commencement

2.2.6.1 Pursuant to Section 1311.252, ORC, the Owner shall prepare a Notice of Commencement in affidavit from identifying the name and address of the public authority, the Project number, the name, address and trade of all Contractors, the date of execution of the Contracts, and the name and address of the Surety for each Contractor, in addition to the name and address of the Owner's representative upon whom a Claim Affidavit may be served.

2.2.6.2 The Notice of Commencement shall be made available upon request. The unavailability of a Notice of Commencement or incorrect information in the Notice of Commencement does not adversely affect the right of claimants, pursuant to Section 1311.252(C), ORC.

ARTICLE 3: CONTRACTOR

Add the following paragraphs 3.1.4 to 3.1.4.4, 3.1.5 to 3.1.5.1, 3.1.6 to 3.1.6.2 and 3.1.7 to 3.1.7.2.

3.1.4 Nondiscrimination

3.1.4.1 During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disability, Vietnam era Veteran status, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

3.1.4.2 The Contractor further agrees that no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.

3.1.4.3 The Contractor agrees that the Contractor will fully cooperate with the State Equal Opportunity Coordinator, with any other official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination, and with all other State and federal efforts to assure equal employment practices under the Contract.

3.1.4.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part.

3.1.5 Affirmative Action

3.1.5.1 Each Contractor must fully comply with the State's Equal Employment in the Construction Industry rules set forth in Chapters 123:2-3 through 123:2-9, OAC.

3.1.6 Women in Construction

3.1.6.1 The utilization goal for women workers in the performance of the Work in each trade in all geographical areas is 6.9 percent of the work hours.

3.1.6.2 The Contractor's good faith effort to comply with this goal shall be reviewed and determined according to Chapters 123:2-1 through 123:2-9, OAC.

- 3.6.1 Delete subparagraph 3.6.1 and substitute the following:
"The Project is tax exempt."
- 3.7.1 Delete the requirement that the contractor shall secure and pay for the building and plumbing permits. The Owner will secure and pay for these two permits. The Contractor will be responsible for all other permits.

ARTICLE 9: PAYMENTS AND COMPLETION

Add the following subparagraph 9.4.3.

- 9.4.3 Certified payroll reports for the period of time indicated shall be attached to one (1) copy of every Certificate for Payment.

- 9.6.1 Add the following subparagraphs to 9.6.1.

9.6.1.1 Payment of an approved Certificate for Payment shall be made within 30 days from the date of approval by the Owner.

9.6.1.2 Payments due and not paid to the Contractor within such 30 day period shall bear interest from the date payment is due under the Contract Documents at the average of the prime rate established at the commercial banks in the city of over 100,000 population that is nearest to the Project, pursuant to Section 153.14, ORC.

Add the following paragraph 9.11 to 9.11.3.

- 9.11 Retainage

9.11.1 Partial payments to this contractor for material and labor performed under the contract shall be made at the rate of 92 percent of the amount invoiced until The Certificate for Payment which shows the total contract completion at 50 percent or greater, pursuant to Section 153.13, ORC.

9.11.2 After the contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the contract price to the contractor. No additional funds shall be retained from payments for material and labor.

9.11.3 All funds retained for the faithful performance of the work shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the Owner, and the applicable bank, pursuant to Section 153.63, ORC.

ARTICLE 11: INSURANCE AND BONDS

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits or greater if required by law:

1. Worker's Compensation:
 - a. State Statutory
 - b. Applicable Federal
(e.g., Longshoremen's) Statutory
 - c. Employer's Liability \$250,000 per Accident
\$500,000 Disease, Policy Limit
\$250,000 Disease, Each
Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage);
 - a. Bodily Injury:
\$250,000 Each Occurrence
\$500,000 Aggregate
 - b. Property Damage:
\$250,000 Each Occurrence
\$500,000 Aggregate
 - c. Products and Completed Operations to be maintained for 1 year
after final payment:
\$500,000 Aggregate
 - d. Property Damage Liability Insurance shall provide X, C, and U
coverage.
 - e. Broad Form Property Damage Coverage shall include Complete
Operations.
3. Contractual Liability:
 - a. Bodily Injury:
\$250,000 Each Occurrence
\$500,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:
\$500,000 Aggregate
5. Business Auto Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury
\$250,000 Each Person
\$500,000 Each Occurrence
 - b. Property Damage:
\$250,000 Each Occurrence

Delete paragraph 11.3 Prospect Management Protective Liability Insurance and subparagraphs 11.3.1 to 11.3.3.

Add the following subparagraph 11.5.1.1

11.5.1.1 The Contractor shall furnish a performance bond for the entire project.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following paragraphs 13.8 to 13.8.4, 13.9 to 13.9.3 and 13.10 to 13.10.2.4.

13.8 Subcontractors and Material Suppliers

13.8.1 Within ten (10) days of the Notice to Proceed, the Contractor shall list the Contractor's proposed Subcontractors and Material Suppliers and submit such list to the Architect.

13.8.2 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without written approval of the Owner.

13.8.3 The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and Material Suppliers and shall be responsible for scheduling and coordinating the Work of the Contractor's Subcontractors and Material Suppliers.

13.8.3.1 Delays attributable to the contractor's Subcontractors or Material Suppliers shall be deemed to be delays within the control of the Contractor.

13.8.3.2 The Contractor shall require that each of the Contractor's Subcontractors have a competent supervisor at the Project whenever Work is being performed by the Subcontractor.

13.8.3.3. The Contractor agrees to bind the Contractor's Subcontractor and

Material Supplier to the terms of the Contract Documents, so far as applicable to the Work of such Subcontractor or Material Supplier.

- 13.8.4 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Owner, the effectiveness, fitness for the purpose intended, quality and merchantability of any Work performed or item provided or installed by such Subcontractor or Material Supplier.

13.9 Prompt Payment

- 13.9.1 Pursuant to Section 4113.61(A)(1), ORC, if a subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Certificate for Payment, the Contractor shall pay within ten (10) days after the receipt of payment from the Owner.

13.9.1.1 To a Subcontractor an amount equal to percent of completion allowed by the Owner for the Subcontractor's Work.

13.9.1.2 To a Material Supplier an amount equal to all or a portion of the Material Supplier's request for materials furnished.

- 13.9.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to paragraph 9.11 by the amount of any retainage withheld from the Contractor and may withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.

- 13.9.3 If the Contractor fails to comply with the provision of paragraph 9.11, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18 percent interest on any unpaid amount beginning on the 11th day after receipt of payment from the Owner.

End of Section