

SUPPLEMENTARY CONDITIONS

1. Maintenance of Traffic

The Contractor shall maintain traffic at all times in accordance with the requirements of Specification Item 614, as outlined in the Construction and Maintenance Operation Section of the Ohio Manual of Uniform Traffic Control Devices for Street and Highways, current edition in effect at the time of Contract award. Maintenance of traffic shall be considered incidental to the various pay items to the Contract.

2. Sanitary Facilities

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of employees and department representatives as may be necessary to comply with the requirements of State and Local Boards of Health.

3. Utilities

The locations of all utilities shown on the plan have been obtained by diligent field checks and searches of available records. It is believed they are essentially correct, but their accuracy or completeness is not guaranteed. Determination of the exact location of existing utilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damage to existing utilities caused by his operations.

At least two (2) working days prior to commencing construction operations in an area which may involve underground utility facilities, the Contractor shall notify the Ohio Utilities Protection Service at 1-800-362-2764 (toll free).

The Owner of the underground utility facility shall, within forty-eight (48) hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark, or otherwise designate the location of the underground utility facilities in the construction area in such a manner as to indicate their course, together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately (2) days ahead of the planned construction.

4. Wages and Hours

The Contractor shall pay the prevailing wage rates of the Project locality, as determined by the Department of Industrial Relations, to laborers and mechanics performing Work on the Project. The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works". The Owner or Engineer shall, within seven (7) working days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The Contractor shall make the necessary adjustment in the prevailing wage rate and pay any wage increase during the term of the Contract.

5. Clean Air Act and Federal Water Pollution Control Act

The Contractor is required and agrees to comply with Federal clean air and water standards during the performance of this contract.

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6. Pre-Construction Meeting

Prior to the start of any work under this Contract, a pre-construction meeting will be held between the Contractor, the Engineer and appropriate officials of the Sand Beach Conservancy District to discuss the proposed conduct of the work.

7. ADA Compliance

All facilities constructed as part of this project shall comply with the requirements of the Americans with Disabilities Act (ADA).

8. Standard General Conditions of the Construction Contract

The following section of these documents are hereby excluded from this contract and are *not* considered binding to the Owner: Article 5.06 Property Insurance, Article 5.07 Waiver of Rights, and Article 5.08 Receipt and Application of Insurance Proceeds.

9. Change Orders

A change order will be processed prior to the final payment to balance any and all overages and nonperformance items. Change orders will still be processed throughout the course of the project, for new items large quantity changes, or as determined by the ENGINEER.

10. Retainage

Retainage will be withheld from payments to the Contractor until the project is complete and passes final inspection (as outlined within the attached specifications). The amount withheld shall not exceed 8% of the first 50% of the total contract amount.

11. Limiting Campaign Contributions

Ohio Revised Code section 3517.13 (I) (1) and 3517.13 (J) (1) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods or services costing more than five hundred dollars with a corporation, individual, partnership, or other unincorporated business, association, including, without limitation a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code section 3517.13 (I) (1) and 3517.13 (J) (1) are in compliance with the aforementioned provisions. The offeror is required to complete the affidavit included in this proposal/bid.

12. Drug-Free Workplace (DFWP) Program

During the term of this contract, the Contractor and all Subcontractors shall be enrolled in and in good standing with the Drug-Free Workplace Program (DFWP) or a similar program approved by the Ohio Bureau of Workers Compensation. Contractors and Subcontractors must enroll in a certified program and provide verification within ten days of the bid opening to be awarded the project or the bid will be deemed non-responsive. The Contractor shall insert in each of its Subcontracts a clause requiring all Subcontractors to comply with this requirement.

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13. Evidence of Ability

To demonstrate their qualifications for the project, each bidder must be prepared to submit, within five (5) working days of request by OWNER, written evidence of the types set forth by the OWNER, such as financial data, previous experience in construction work similar to that covered by this contract, list of equipment available or that can be secured which will permit the work being carried out expeditiously, and evidence of authority to conduct business in the jurisdiction where the project is located.

14. Controlling Law and Jurisdiction

This agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Ohio. This Agreement shall be subject to the jurisdiction of the Court of Common Pleas, Ottawa County.

15. Anti-Kick Back Act

During the term of this contract, the Contractor and Subcontractors shall be compliant with the Copeland Anti-Kick Back Act. (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 C.F.R., Part 3). This Act provides that the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient shall report all suspected or reported violations to the Department.

16. Subcontractors

16.1 If the supplementary conditions or specifications require the identity of certain subcontractors and other persons and organization to be submitted to the OWNER advance of the Notice to Award, the apparent low bidder, and any other bidder so requested, will, within seven (7) calendar days after the day of the bid opening, submit to the OWNER a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is required. This list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence or qualifications for each subcontractor, person and organizations as required by the OWNER. If the OWNER, after due investigation, has reasonable objection to any proposed subcontractor, or other person or organization, he may before giving Notice of Award, request the apparent low bidder submit an acceptable substitute without an increase in his bid price. If the apparent low bidder declines to make any such substitution, he will not thereby sacrifice his bid security. Any Subcontractor, other person or organization so listed and to who the OWNER does not make written objection prior to the giving of the Notice of the Award, will be deemed acceptable to the OWNER.

16.2 The bidder shall not be required to employ any subcontractor, other person or organization against which he has reasonable objection.

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16.3 After the award of contract, the winning bidder shall obtain a completed Subcontractor's Certification form from each subcontractor, person, or

organization they intent to use and provide them to OWNER, with original signatures.

17. Non Collusion Affidavit

Each bidder shall complete a Non-Collusion Affidavit *and include it with their proposal.*

18. Hold Harmless

Following the award of the contract, the successful bidder shall provide OWNER with a completed Hold Harmless Agreement, which is included with this package.

19. Insurance

19.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

19.1.1 Claims under Worker's Compensation, disability benefit and other similar employees benefit acts;

19.1.2 Claims for damages because of bodily injury, occupation sickness or disease, or death of his employees;

19.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

19.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

19.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

19.2 Certificates of Insurance complying with the requirements outlined heretofore must be submitted to the Owner within seven (7) calendar days after notification. In the event of failure to furnish such certificates, or any change in or reduction of or cancellation of any required insurance, the Owner may terminate the Contract. In lieu of termination, the Owner at his option may designate a person, firm or corporation to secure any of the required insurance and deduct the cost thereof from contract payment due. The Contractor's

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Certificates of Insurance shall meet the following requirements:

19.2.1 Copies of the certificates must be issued to the Owner.

19.3 The Contractor agrees to carry, at his own expense, the following insurance for the duration of the contract:

19.3.1 General Liability Insurance

19.3.1.1	Bodily Injury Liability	
	- Each Person	\$3,000,000.00
	- Each Occurrence	\$3,000,000.00
	- Aggregate	\$3,000,000.00
19.3.1.2	Property Damage Liability	
	- Each Occurrence	\$3,000,000.00
	- Aggregate	\$3,000,000.00
19.3.1.3	Ohio Stop Gap Liability	\$3,000,000.00

19.3.2 Comprehensive Automobile Liability- To include owned, non-owned, or hired auto.

19.3.2.1	Bodily Injury Liability	
	- Each Occurrence	\$3,000,000.00
	- Aggregate	\$3,000,000.00
19.3.2.2	Property Damage Liability	
	- Each Occurrence	\$3,000,000.00

19.3.3 The Contractor will be required to carry installation floater coverage for all materials and equipment prior to being incorporated into the physical structure. This insurance policy shall:

19.3.3.1 Cover materials, property, and equipment in transit for incorporation in the work or stored at the site or at another location prior to being incorporated in the work.

19.4 The policies of insurance so required to be obtained and maintained shall:

19.4.1 Contain a provision or endorsement that the coverage afforded will not be cancelled, non-renewed, materially changed, or reduced in coverage until at least thirty(30) days prior written notice has been given to the Owner.

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19.4.2 Remain in effect at least until final payment, and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.

- 19.5 The Contractor shall include the Owner as an additional named insured on both the general liability and the comprehensive automobile liability policies, and include coverage for the respective officers and employees of such additional insureds. The Owner shall receive a certified copy of the insurance policy prior to commencement of work.
- 19.6 The Contractor agrees to keep and hold Owner harmless from and against all costs, damages, claims or expenses it may sustain or become liable for, including, but not limited to, fees of engineers, architects, attorneys and other professional and court and arbitration costs, or on account of any injury to or death of its employees or to any other person, or damage to real estate or personal property, directly or indirectly or consequentially out of any action, legal or equitable, brought by a separate contractor against the Owner to the extent based on claim arising out of the services to be performed under this Contract due to the negligence of the Contractor or its employees or agents.
- 19.7 No operation shall commence on any work governed by a contract, until all Insurance required and hold harmless provisions have been obtained and approved as adequate by the Owner.
- 19.8 No Contractor shall permit a Subcontractor in his employ, to start work until identical insurance which hereby is required for said Subcontractor coverage, has been obtained and approved; except if said Subcontractor's employers are covered by said insurance protection provided by Contractor employing said Subcontractor.
- 19.9 The Contractor shall procure and maintain, at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed. Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

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- 19.10 Each Prime Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, flooding collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted

by the Owner. The policy shall name as the insured the Contractor, the Engineer and the Owner.

20. Indemnification

- 20.1 The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expense including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss or use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 20.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

21. Award of Contract

- 21.1 The OWNER reserves the right to waive any or all proposals and waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counter proposals.
- 21.2 In evaluating bids, OWNER shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested by the bid forms. They may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as specified herein. OWNER may conduct such investigations as they deem necessary to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to the OWNER'S satisfaction, within the prescribed time. OWNER reserves the right to reject the bid of any bidder who does not pass any such evaluation to their satisfaction.
- 21.3 If a contract is to be awarded, it will be awarded to the lowest and best bidder whose evaluation by OWNER indicated to them that the award will be in the best interest of OWNER.

- 21.4 If the contract is to be awarded the OWNER will give the apparent successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.
22. Finding for Recovery
Bidders with an unresolved Finding For Recovery, as listed on the Ohio State Auditor's Web Site, will be disqualified from the bidding process.
23. Sales Taxes
The District is exempt from Ohio Sales and use taxes on the material and equipment to be incorporated into the work. Said taxes shall not be included in the bid price. The Contractor shall contact the District Fiscal Officer for completion of the tax-exempt forms required for the project. Forms are included with this package.
24. Construction Completion Schedule
All work must be complete and ready for final payment on March 31, 2013.
25. Notice of Commencement
Pursuant to Section 1311.252, ORC, the Owner shall prepare a Notice of Commencement in affidavit form 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.
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 1331.252 ©), ORC.
26. Maintenance and Guarantee Bond
During the one-year correction period specified by paragraph 13.07 of the General Conditions, the Contractor shall provide to the Owner a Maintenance Bond in the amount of twenty-five percent (25%) of the final contract amount. The Maintenance Bond shall remain in full force and effect through the guaranty period and until all defects detected during the guaranty period have been corrected to the satisfaction of the OWNER. The OWNER shall evidence release of the Maintenance Bond in writing and the Bond shall be in effect until said release has been obtained from the OWNER.
The CONTRACTOR shall be required to show proof of insurance coverages meeting the requirements of the Contract Documents prior to performing any work on the Project during the guaranty period.