INSURANCE REQUIREMENTS

The City of Findlay requires a Workmen's Compensation Certificate and Insurance Certificate with the City of Findlay named as insured for all coverage, delineated in General Conditions No. 29, Certificate shall be submitted and approved prior to Contract approval.

In addition to those requirements listed in General Conditions No. 29, the City requires that the following requirements and insurance units be added, and/or take precedence over less requirements in the General Conditions.

The Contractor shall indemnify and hold harmless the City of Findlay, its elected and appointed officials, officers, employees, and volunteers against, and from, liability arising out of the Contractor's performance of the work as described. Such indemnification includes, but is not limited to, defense expenses, judgements, settlements and other costs associated with any claims.

General Liability-$1,000,000 in the occurrence and $2,000,000 in the aggregate on the Commercial General Liability or Comprehensive General Liability policy forms. All coverage must be on the occurrence basis, and the contractor must maintain this insurance for at least three years following termination of the described project.

Automobile Liability-$1,000,000 each accident.

The specified limits may be provided by any combination of primary and excess or umbrella policies, as long as there are no gaps between primary limits and excess or umbrella underlying insurance requirements. The City shall be an additional insured on General and Automobile Liability coverage, and certificates of insurance, self-insurance, or coverage through the Ohio Workers' Compensation fund shall be maintained on file with the City for as long as the specified coverage is required. Each certificate must state that a 60-day notice will be provided to the City in the event of cancellation (except for non-payment of premium, in which case a 10-day notice is sufficient), non-renewal, or material coverage change, and the certificates shall be accompanied by copies of policy endorsements adding the City as an additional insured.

The City, at its sole option, can void any contract, should the contractor fail to provide the required insurance, and to permit the City, if it so desires, to purchase replacement coverage on the behalf of the contractor if any policy has been terminated and the contractor has not replaced it within a reasonable time. The cost of such coverage should be deducted from the next payment due to the Contractor.

OSHA SPECIFICATIONS

Installation and material specifications shall comply with the appropriate AWWA, ANSI, EPA, ODOT, and OSHA specifications throughout. Conflicts arising due to the contradictions of the specifications shall be resolved by the contracting authority.

The contractor is required to meet all applicable Federal Occupational Safety and Health Act (OSHA) requirements.

DRUG-FREE WORKPLACE

Each contractor and subcontractor must be enrolled in and in good standing in the Drug-Free Workplace Program or a similar program approved by the Bureau of Workers' Compensation.

BUY AMERICA

Current Federal regulations (23 CFR 635.410) requires all bidders for Federal and Federal-aid contracts to submit bids based upon using only domestic steel and iron products, and makes the submission of bids incorporating foreign steel and iron products an option that the bidder may exercise following specified procedures.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights. Contractor will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Contractor will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Contractor will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

FEDERAL CONTRACT PROVISIONS

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

A. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic