

# Document 00 73 00 - Supplementary Conditions (General Contracting) State of Ohio Standard Requirements for Public Facility Construction

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## Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed by and for Miami University.

## Contracting Authority

Miami University  
Physical Facilities Department  
Cole Service Building  
101 South Fisher Drive  
Oxford, Ohio 45056  
513.529.2453  
[www.pfd.miamioh.edu/fco](http://www.pfd.miamioh.edu/fco)

## Institutional Designee

Cody J. Powell  
Associate Vice President – Facilities Planning & Operations

## MODIFICATIONS TO GENERAL CONDITIONS

*Replace Sections 1.7.1 and 1.7.2 with the following:*

**1.7.2** If the University decides, in its sole discretion, to utilize either the State’s web-based project management software or the University’s approved and/or assigned system for the Project, the Contractor shall use such software for all compatible services required under this Contract.

**1.7.2** All costs for the Contractor’s use of the State’s web-based project management software or the University’s approved and/or assigned system for the Project shall be included in the Contract Sum. If the Contractor is unfamiliar with the proper use of such software, the Contractor shall provide training for its employees without additional compensation from the University.

*Insert Section 1.9.2 as follows:*

**1.9.2** If the Project is administered using Building Information Modeling (“BIM”), the Contractor shall follow the University’s BIM requirements and standards.

*Insert Section 3.3.2 as follows:*

**3.3.2** The Contractor shall obtain the University’s approval prior to engaging the services of any testing or inspection firm.

*Insert Section 5.1.6 as follows:*

**5.1.6** The University, in its sole discretion, may waive the requirements of this **Section 5.1**.

*Replace Section 5.2.3.1 with the following:*

**5.2.3.1** The Contractor shall secure and pay the fees for any permits, inspections or licenses required by local authorities having jurisdiction over the Project. The University shall secure any pay costs associated with capacity charges and tap fees. The Contractor shall give the University reasonable notice (not to exceed 5 business days) of the date arranged for inspections.

*Replace Section 5.2.4.1 with the following:*

**5.2.4.1** The A/E shall prepare and provide to the University an Ohio Environmental Protection Agency (“EPA”) Notice of Intent (“NOI”) application form at least 45 days prior to the start of construction. The University shall submit the form to the EPA and pay any fees associated with the NOI application.

*Insert Section 6.3.3.3 as follows:*

**6.3.3.3** Cutting, fitting and patching shall be performed by crafts persons skilled in the type(s) of work involved.

*Replace Section 6.3.4.1 with the following:*

**6.3.4.1** The Contractor shall give notice at least 3 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services (“OUPS” at <http://oups.org>, phone 811 or 800-362-2764), and the owners of underground utilities shown on the Drawings and Specifications who are not registered members of OUPS. The owner of an underground utility is required within 48-hours’ notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the A/E and contact the owner of the underground utility.

*Insert Sections 6.3.4.2 and 6.3.4.3 as follows:*

**6.3.4.2** The Contractor shall physically locate underground utilities installed or exposed by the Contractor prior to backfilling. “Physically locating” means to measure each change in direction from two separate permanent objects and note the depth below grade. This information shall immediately be provided to the University’s Project Manager for incorporation into the as-built utility drawings. This information shall be identified in the Contractor’s As-Built Documents. All submitted as-built site utility drawings shall use the following GIS Coordinate System: OH83-SF, NAD 83 Ohio State Plane, South Zone.

**6.3.4.3** The Contractor shall backfill excavations with material specified and approved in writing by the A/E. Surfaces (pavement, concrete, turf, etc.) shall be restored to new condition.

*Replace Section 6.5.1 with the following:*

**6.5.1** The Contractor shall prepare and submit for the A/E’s approval a resource loaded Construction Progress Schedule using the critical-path method of scheduling within 30 days from the Notice to Proceed for projects with Estimated Construction Costs of \$500,000 or greater and within 10 days from the Notice to Proceed for projects with Estimated Construction Costs under \$500,000. The Contractor’s failure to submit the initial Construction Progress Schedule may result in withholding of payment in accordance with **Section 9.8**. Once approved, the Construction Progress Schedule shall be maintained and updated throughout the course of the Project and contain the following information:

*Insert Section 6.10.6 as follows:*

**6.10.6** Contractor shall, in coordination with the University Project Manager, document the project site with video or electronic means prior to the start of any Work on the project. The video shall be made prior to the start of the construction. The video shall document existing conditions before the site is turned over to the Contractor. The video shall include without limitation, laydown/staging areas, condition of existing structures to remain, landscape that is to remain or be restored subsequent to Project Completion, any University property immediately adjacent to the site, and ingress and egress routes across University property. The Contractor shall provide 1 copy of the video to the University Project Manager prior to submission of the first payment request. All such site documentation shall be provided on a CD/DVD or as an electronic file.

*Insert Section 6.10.7 as follows:*

**6.10.7** The Contractor shall take all necessary and/or required measures to protect workers and the public to include, without limitation, providing safeguards such as lanterns, warning signs, and barricades that meet the University’s and other regulatory provisions regarding safety.

*Insert Section 6.10.8 as follows:*

**6.10.8** If the project requires a tunnel crossing, the Contractor shall provide a plan to protect the tunnel structure, tunnel top, and walkway including stamped, engineered drawings for temporary shoring, which shall be in place throughout the Project’s duration.

*Insert Section 6.10.9 and subordinate sections as follows:*

**6.10.9 Chain Link Fencing:** The Contractor shall provide and maintain through out the project duration a galvanized chain link fencing with industrial swing gates for access around the perimeter of the construction site as shown on drawings and/or directed by the University Project Manager.

**6.10.9.1** The fencing shall have the following qualities: minimum 2-inch, .148-inch thick galvanized steel, chain-link fabric fencing; minimum 6-foot high with galvanized steel pipe posts, minimum 2-3/8 OD line posts and

2-7/8 inch O.D. corner and pull posts, with 1-5/8 inch O.D. top rails; green wind privacy polypropylene mesh (85 percent closed mesh, 6-foot high panels) with grommets for attachment to chain link fencing. The mesh shall be attached to the outside of the fence and gates. There shall be no barbed wire on any part of the fence.

**6.10.9.2** Grass inside the fencing shall be maintained by the Contractor at 2 inches maximum height.

**6.10.9.3** Gates must be closed at all times and locked during non-working hours. The University shall retain access through the fence gates at all times (i.e., daisy-chain Contractor's padlock with a University padlock).

**6.10.9.4** The Contractor shall provide and maintain through out the project duration "No Trespassing" and "Hard Hat" signs posted around the fence to meet University Requirements.

**6.10.9.5** The Contractor shall provide and maintain through out the project duration a 4-inch high metal chain link fence two feet beyond the circumference of the drip line of trees that are to remain within the limits of the construction Site.

**6.10.9.6** The Contractor shall not store any items nor allow storage to occur within the fenced areas.

*Replace Sections 6.11.2.1 and 6.11.2.2 with the following:*

**6.11.2.1** The Contractor shall be responsible for receiving and storing materials for the Work. The University will not receive any of the Contractor's deliveries.

**6.11.2.2** The Contractor shall properly protect all tools, supplies, materials and equipment it provides for the Project and store such items within the confines of the Site or as approved by the University Project Manager.

*Insert Section 6.11.2.3 as follows:*

**6.11.2.3** The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work and shall clean and restore storage areas to their original condition at the completion of the Project.

*Insert Section 6.11.8 and subordinate sections as follows:*

**6.11.8** Hardware.

**6.11.8.1** Oxford Campus: Unless otherwise directed, the Contractor shall be responsible for providing all permanent interchangeable lock cores and keys for the Project. The Contractor shall contact the University Lock Shop at (513) 529-2731 for installation of the permanent cores. The University Lock Shop will develop the key and core into the key system designated by the user(s) of the building. Costs, if any, shall be borne by the Contractor.

**6.11.8.1** Regional Campuses: Contractors performing Work on regional campuses shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus.

*Insert Section 6.11.9 as follows:*

**6.11.9** The University reserves the right to refuse to allow any material it considers a fire or safety hazard to be stored on University property.

*Insert Section 6.13.4.3 as follows:*

**6.13.4.3** The Contractor shall acquaint itself with and follow the University's established fire alarm procedures and the location of fire warning and extinguishing or control devices.

*Insert Section 6.14.1.3 as follows:*

**6.14.1.3** Utilities. Notwithstanding the sections below, all utility expenses are the responsibility of the Contractor. The Contractor shall contact the University's Enterprise Auxiliary for current utility rates, including but not limited to steam, chilled water and electricity. The Contractor is responsible for coordinating with the City of Oxford for water and sewer service and associated billing; with Glenwood Energy for natural gas service and associated billing. The University will bill monthly and pass through any associated City of Oxford and Glenwood Energy charges.

*Replace Sections 6.15.1 and 6.15.2 with the following:*

**6.15.1** The Contractor shall remove daily all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site.

**6.15.2** The Contractor shall perform daily broom cleaning of hard flooring surfaces in the area of the Work.

*Insert Section 6.15.5.2 as follows:*

**6.15.5.2** The Contractor shall obtain appropriate Right-of-Way (“ROW”) permits for any Work in the public ROW. For public streets, contact the City of Oxford for a ROW permit. For any University street or parking area, contact Miami University Parking Services.

*Insert Sections 6.15.7 and 6.15.8 as follows:*

**6.15.7** The Contractor shall not use the University’s trash receptacles or recycling receptacles.

**6.15.8** The Contractor shall maintain public streets and roads adjacent to property utilized for construction traffic clear, clean and free from dirt and debris caused by construction. Failure to clean public streets and roads may result in the University having it done at the Contractor’s expense.

*Insert Section 6.16.6 and subordinate section as follows:*

**6.16.6** Smoking and Tobacco Products.

**6.16.6.1** The University is a smoke-free and tobacco-free environment indoors and outdoors. The Contractor shall acquaint itself with and follow the University’s established policy, which can be viewed at [www.miamioh.edu/about-miami/pubs-policies/smoke-free-policy/](http://www.miamioh.edu/about-miami/pubs-policies/smoke-free-policy/). The Contractor shall enforce these restrictions on any individual employed by the Contractor or its Subcontractors.

*Insert Section 6.16.7 and subordinate sections as follows:*

**6.16.7** Work Hours.

**6.16.7.1** Normal working hours on campus shall be 8:00 a.m. until 4:30 p.m. Monday through Friday from the first day of classes in August through the date of spring commencement in May. This period is known as the “Academic Year.”

**6.16.7.2** During the period from spring commencement in May through the first day of classes in August, the normal working hours are from 7:00 a.m. until 9:00 p.m. This period is known as the “Academic Summer.”

**6.16.7.3** Activities generating objectionable noise are prohibited prior to 9:00 a.m. and beyond the normal working hours defined above.

**6.16.7.4** If the Contractor desires to work beyond the normal working hours, it should request permission on a daily basis from the University Project Manager.

**6.16.7.5** Any request for extension of normal working hours shall be made in writing at least seven days in advance.

*Insert Section 6.16.8 and subordinate sections as follows:*

**6.16.8** Parking.

**6.16.8.1** Oxford Campus:

- .1** All contractor/vendor vehicles parking on campus (excluding cranes, dump trucks, front-end loaders, etc.) are to display a valid parking permit issued from The Office of Parking and Transportation Services. Valid parking permits must be obtained for all personal and company vehicles that will be accessing the construction sites and campus parking lots for the length of the project. The number of red parking permits issued will be limited depending on the size of the project and the availability of parking in the general area. Personal vehicle parking inside the construction fence of a job site will not be enforced and is the responsibility of the Contractor.
- .2** Fryman Parking Lot is the primary parking area for all Contractor vehicles and does not require a permit. The Fryman lot is available for the Contractor, Subcontractors, and all construction personnel and is located off Bonham Road. Transportation to and from the job site is the responsibility of the Contractor. Parking is prohibited in the Fryman lot from 10:00 p.m. to 6:00 a.m. The Fryman lot is not available for parking by the Contractor, its employees, and Subcontractors during special events at Millet Hall (all home football games, commencement, etc.). Miami University reserves the right to change the designated parking area and lot by providing 48-hours written notice to the contractor. The Contractor is responsible for shuttling its employees and Subcontractors to and from the designated parking lot. Construction personnel that do not adhere to the requirements of this section, or park at other locations on campus are subject to ticketing, fines, towing, and permanent expulsion from parking at or near the Site without further notice. The Contractor is solely responsible for communicating parking requirements to its employees and Subcontractors.

- .3 Failure to obtain the proper parking permit or parking on campus without authorization may result in parking fines and vehicle immobilization (\$35 - \$200). Parking is strictly prohibited at parking meters, reserved spaces, in fire lanes, on the lawns or on the sidewalks. Vehicles may be towed at the vehicle owner's expense.
- .4 A limited number of red contractor permits will be approved for project supervisors, managers, and forepersons of the Contractor for up to a six-month time period for a fee of \$3 per day, \$10 per week, and \$35 per month. This permit may also be issued to vendors, Subcontractors, and others with University approval. The Contractor/Vendor Parking Registration Form must be approved by a University project manager or the University official requesting the work order. Fines on all associated vehicles must be paid before red permits are issued. Contractor/Vendor parking registration forms for red contractor permits may be obtained and submitted to The Office of Parking and Transportation Services located in Room 128, Campus Avenue Building (at the corner of Spring Street and Campus Avenue), Monday through Friday during normal business hours Monday through Friday 8:00 a.m. to 5:00 p.m.
- .5 Violations: An individual registering a vehicle is responsible for all citations issued to that vehicle, regardless of ownership. Individuals who lend their vehicles to others are responsible for any parking fines incurred.
- .6 Unregistered Vehicle Fine: \$75 - Failing to register a vehicle parked in permitted areas. A permit is required to park in University parking areas. Vehicles that are not registered may also be charged an administrative fee of \$2.50 to look up ownership of the vehicle in order to collect fines. Unregistered Vehicle is a permit violation.
- .7 Improper Display of Permit Fine: \$35 - Improperly displaying a parking permit. All information on the permit must be visible from outside the vehicle. Permits must be displayed inside the vehicle on the dash board. Improper Display of Permit is a permit violation.
- .8 Restricted Area Fine: \$75 - Registered vehicles parking in a campus parking lot or parking area where their permit does not allow. Restricted Area Parking is a permit violation.
- .9 Parking Where Signs Prohibit Fine: \$75 - Parking where signs prohibit parking includes parking standing or stopping where posted signage prohibits. No parking is permitted on alternate sides of Oak and Maple Streets between 2:00 a.m. and 6:00 a.m. as posted. No parking is permitted in the Campus Avenue or North Campus parking garages between 10:00 p.m. and 6:00 a.m. Parking Where Signs Prohibit is a Parking/Standing Violation.
- .10 Overtime in a Timed Zone Fine: \$25 - Exceeding time limits as posted. Overtime in a Timed Zone is a Parking/Standing Violation.
- .11 Outside Designated Space Fine: \$75 - More than one vehicle in one designated space, parking in two or more spaces, or creating a space where none exists. Outside Designated Space is a Parking/Standing Violation.
- .12 Parking in Loading Zone/Service Drive Fine: \$75 - Parking in loading or service areas where signs prohibit parking. Parking in Loading Zone/Service Drive is a Parking/Standing Violation.
- .13 Yellow Zone Violation Fine: \$75 - Parking or standing in a safety zone indicated by yellow painted curb or pavement markings. Prohibited/Yellow Zone is a Parking/Standing Violation.
- .14 Parking on Sidewalk or Grass Fine: \$75 - Parking on Sidewalk or Grass is a Parking/Standing Violation.
- .15 Handicap Parking Violation Fine: \$250 - A vehicle parked within a marked disability parking space must display a valid state-issued disability placard and a University parking permit when parked on campus. Failure to display a valid state-issued disability placard is a Parking/Standing Violation.
- .16 Multiple Violations: A vehicle may receive a Permit Violation and a Parking/Standing Violation in the same instance. Vehicles that remain parked in violation at the same location for more than three hours after being cited may be cited again. Vehicles moved to another location after being cited may be cited immediately if parked in violation.
- .17 Immobilization/Impoundment Fine: \$200 - A vehicle may be immobilized/impounded under these conditions: **(1)** Any combination of five violations beginning July 1 each year even if all fines have been paid, even if the vehicle is not in violation at the time of the immobilization. **(2)** A violation of Reproduction or Illegal Use of Permit and parked in violation at time of immobilization. **(3)** Unauthorized removal or damage of an immobilization device. The car is subject to immobilization or impoundment until the device is accounted for or recovered. **(4)** After 10 days of immobilization, or less if deemed a safety hazard by University Police, a vehicle will be towed and stored at the owner's expense. Immobilization fees must be paid prior to release of an impounded vehicle. The vehicle owner must pay the towing

contractor directly for all fees associated with towing and storage. This Immobilization/Impoundment fine must be paid by cash, credit card or check made payable to Miami University.

- .18 Warnings: Parking enforcement staff may issue one warning citation for a permit violation per vehicle per year (July 1 to June 30). Warning citations will not be counted toward citation totals for immobilization. Parking/Standing Violations will not be issued as warnings.

**6.16.8.2 Regional Campuses:** If the Contractor is performing work on a regional campus it shall coordinate with the campus facility manager on matters of parking permits and designated areas.

*Replace Section 6.25.2.2.4 with the following:*

- .4 Operation and Maintenance Manuals, organized into suitable sets of manageable size in both PDF format and individual indexed binders with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;

*Replace Section 6.25.3 with the following:*

**6.25.3** The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents. The Record Documents shall be in PDF format with drawings prepared with AutoCAD software with bound cross-references and/or BIM software acceptable to the University. One complete full-size printed set (unbound) on 20-pound bond paper shall be included.

*Replace Section 6.26.1 with the following:*

**6.26.1** Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean a mock up room and hold a final cleaning conference with the University to establish the cleaning standards that must be met so that upon Substantial Completion, the premises are ready for occupancy by the University. Final cleaning, at a minimum, consists of cleaning the Site, removing waste materials and rubbish attributable to the Project, and restoring the property to its original condition.

*Insert Section 6.27.3.3 as follows:*

**6.27.3.3** Within 30 days of Substantial Completion and as a condition precedent to execution of the Certificate of Contract Completion, the Contractor shall return to the University Project Manager all keys, key cards and/or other items provided to the Contractor to access the Site. Failure to timely return such items to the Project Manager may result in the University's withholding from final payment and/or retainage owed to the Contractor all costs associated with rekeying and/or securing the site from unauthorized entry to the Site by such unreturned keys or other items. If the remaining funds owed to the Contractor are insufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the University.

*Insert Section 8.6.2.4 and subordinate sections as follows:*

**8.6.2.4** To establish a baseline for the concept of normal adverse weather prevailing in Southwestern Ohio and to provide a means to evaluate weather impacts on a Project, the following monthly anticipated normal adverse weather delay days (based on a 5 day work week) data from the National Oceanic and Atmospheric Administration (NOAA) shall be used: January-14; February-10; March-6; April-5; May-5; June-4; July-4; August-4; September-4; October-4; November-4; December-8.

- .1 The Contractor's number of days to complete the Project shall include these anticipated normal adverse weather delay days and the Contractor's Schedule must reflect these anticipated delays in all weather-dependent activities.
- .2 The determination that unusual adverse weather occurred does not automatically entitle the Contractor to a Contract Time extension for the difference of days between the anticipated and actual adverse weather days. Further analysis by the University is necessary to determine if the unusually severe weather delayed Work activities critical to Contract Completion. The Contractor's daily log, request for adjustment, and Construction Progress Schedule must be evaluated by the University to make this determination.
- .3 To determine if any particular month experienced unusual adverse weather conditions not normally prevailing in the particular season, the number of adverse delay days shall be compared to the NOAA data above. If the number of actual number delay days exceeds the NOAA days, a determination that unusual adverse weather may be made. A Contract Time extension may be granted by the University for such reasonable time as determined by the University if: **(1)** the Contractor requests a time extension as provided in **Section 7.8** of the **General Conditions**; **(2)** the Contractor demonstrates that critical path activities were

impacted by the unusual adverse weather; and **(3)** the Contractor was otherwise on track with prosecuting its Work according to the approved Construction Progress Schedule up to the time of the impact of the unusual adverse weather.

- .4** If the number of actual delay days is less than the NOAA days, the number of days for Contract Completion may be reduced for such reasonable time as determined by the University.

*Delete Section 8.8 in its entirety.*

*Insert Article 13 with associated Sections as follows in its entirety:*

## **ARTICLE 13 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS**

### **13.1 Sexual Harassment**

**13.1.1** The University maintains an environment free from sexual harassment. The Contractor and Subcontractors are hereby notified that prompt corrective measures will be taken to stop sexual harassment whenever it occurs in accordance with University policy.

**END OF DOCUMENT**