

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

Certifications

These Supplementary Conditions amend and supplement the General Conditions (General Contracting) 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 Sinclair Community College.

Contracting Authority and Owner

Sinclair Community College
Purchasing Department
444 West Third Street
Dayton, Ohio 45402
937.512.3020
<http://www.sinclair.edu/about/offices/purchasing/>

Institutional Designee

Mark Schmid
Manager of Purchasing and Materials Management

MODIFICATIONS TO GENERAL CONDITIONS

Replace Section 1.8 and subordinate sections with the following:

1.8 Equal Opportunity Supplier Diversity Program

1.8.1 The Contractor shall demonstrate its good faith efforts to comply with the Owner's Equal Opportunity Supplier Diversity Program ("EOSDP") by submitting the following forms: (1) the M/WBE Good Faith Effort Guidelines and Subcontracting Plan, (2) the Certified Statement of Intent to Contract and Perform, and (3) the Demonstration of Good Faith Effort. These forms are available at <http://www.sinclair.edu/www/assets/File/Hom-AboSin-ColOff-Off-Dep-Pur/GFE.pdf>.

Insert Section 1.10.1.1 as follows:

1.10.1.1 If the emergency presents a threat of imminent harm or danger to people, property, or the environment, the Contractor shall immediately report the emergency to the Owner's Campus Police Dispatch.

Replace Section 6.6.1 with the following:

6.6.1 The A/E shall schedule weekly or bi-weekly progress meetings for the Contractor and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

Replace Section 6.6.1.1 with the following:

6.6.1.1 The A/E shall be responsible for agenda, attendance sign-in sheet, and meeting minutes.

6.6.1.2 The A/E shall distribute meeting minutes electronically to the Contractor and other Persons involved in the Project within 24 hours after the meeting.

Insert Section 6.10.1.5 as follows:

6.10.1.5 The Contractor shall not bring any gas-powered equipment into the interior of any building or onto any roof.

Insert Section 6.10.6 and associated subsections as follows:

6.10.6 Barriers and Signs.

6.10.6.1 If barriers and signs are required for the Work, the Contractor shall ensure that such barriers or signs are highly visible and maintained at all times.

6.10.6.2 The Contractor shall provide and maintain all barricades and dust partitions as necessary to protect the Owner's employees and visitors prior to the start of the Work. Such barricades shall be constructed and located in strict accordance with Applicable Law.

Insert Section 6.12.4 as follows:

6.12.4 All Work shall be performed by qualified, licensed, and skilled workers as required by Applicable Law.

Insert Section 6.13.4.1.1 as follows:

- .1** The Contractor shall obtain burn permits for all welding and soldering, or as otherwise required by Applicable Law.

Insert Section 6.13.5.1.1 as follows:

- .1** If a Hazardous Material presents a threat of imminent harm or danger to people, property, or the environment, the Contractor shall immediately report the condition to the Owner's Campus Police Dispatch.

Insert Sections 6.15.1.1 through 6.15.1.5 as follows:

6.15.1.1 The Contractor shall keep the area of its Work in a clean, neat, and orderly condition on a daily basis.

6.15.1.2 The Contractor shall immediately clean any debris from corridors, offices, or classrooms.

6.15.1.3 All existing materials required to be moved by the Contractor, shall be moved in a manner to ensure the safety and protection of the existing structure, grounds, employees, students, and visitors.

6.15.1.4 The Contractor shall not use the Owner's dumpsters, trashcans, or gondolas.

6.15.1.5 The Contractor shall not store any items, including, but not limited to equipment and materials, in stairwells.

Insert Sections 6.16.5.2 through 6.16.5.22 as follows:

6.16.5.2 Construction trailers shall not be permitted at the Site without the Owner's prior written permission.

6.16.5.3 All material storage, employee parking, and access to the Site shall be limited to the area of the Site, unless otherwise approved by the Owner.

6.16.5.4 When campus is closed (including 3rd shift Work), access to campus shall be through Building 7 for Buildings 1-8 and 10-12; through the intercom for Building 13; and by calling for access to Buildings 9, 14, and 20.

6.16.5.5 When campus is closed, the Work may still proceed if coordinated in advance with the Owner. Whenever performing Work on campus, the Contractor shall check in and out at the Owner's Campus Police Dispatch Desk in Building 7.

6.16.5.6 The Contractor shall verify with the Owner the location of, and area available for the storage of material and tools, and the placement of the construction office and temporary storage.

6.16.5.7 The Contractor shall store products and material immediately upon delivery, in accordance with manufacturer's instructions, with seals and labels intact.

6.16.5.8 The Contractor shall protect such products and materials until installed.

6.16.5.9 The Contractor shall store products and materials, subject to damage by the elements, in Substantial weathertight enclosures. The Contractor shall maintain temperature and humidity within ranges stated in manufacturer's instructions.

6.16.5.10 The Contractor shall be responsible for protection of stored material and for the safety of the Owner's employees and visitors from flammable and Hazardous Materials, odors, and tripping over stored materials or equipment.

6.16.5.11 The Contractor shall provide the Owner with the full names of its employees who will use keys on campus including the employees of Subcontractors, prior to issue of any keys.

6.16.5.12 The Contractor shall sign a key card in Building 17 (Monday-Friday, 7:00 a.m.-3:00 p.m.) 3 days before keys are available at the Owner's Campus Police Dispatch Desk in Building 7.

6.16.5.13 The Contractors shall check in and out with the Owner's Campus Police Dispatch Desk in Building 7 when on campus performing Work.

6.16.5.14 If the Contractor requires keys for the Work, such keys shall be provided at the Owner's Campus Police Dispatch Desk in Building 7. The Contractor shall pick up and return the keys to the Dispatch Desk daily.

6.16.5.15 Contractors shall only have authorized access to the project site and ancillary areas approved by the Contracting Authority.

- .1 Some areas may require an Owner escort to be present during performance of the Work. Once an escort is scheduled, the Contractor shall proceed with Work in such areas.

6.16.5.16 The Contractor shall practice professional courtesy and coordination with Separate Contractors at all times.

6.16.5.17 The Contractor shall be on Site to accept Contractor's deliveries.

6.16.5.18 The Owner shall not accept deliveries for the Contractor.

6.16.5.19 Material deliveries shall be accepted by the Contractor before 3:00 p.m. Monday through Friday, so long as the delivery is not disruptive to the campus.

6.16.5.20 The Contractor shall coordinate deliveries with the Owner for use of receiving docks.

6.16.5.21 Deliveries shall not be made on Saturdays, Sundays, holidays, or after 3:00 p.m. during the week.

Insert Section 6.16.6.1.1 as follows:

- .1 The use of any and all tobacco products are prohibited on the Owner's property. These include, but are not limited to: cigarettes, chewing tobacco, vaping products, etc. The Owner's Campus Police Dispatch will be notified of any breaches of this regulation, which may result in a fine or penalty against the Contractor.

Insert Section 6.16.7 and associated subsections as follows:

6.16.7 Parking.

6.16.7.1 No complementary Contractor parking is available for the Project. The Contractor shall, at its sole expense and with no adjustment to the Contract Sum, use metered parking spaces or garages.

6.16.7.2 The Contractor shall not park or drive on grass or plaza/paver areas without prior coordination and written approval from Planning & Construction.

6.16.7.3 The Contractor shall not block entrance driveways or receiving docks for Building 6 or the area between Building 2 and Building 10.

6.16.7.4 Vehicles parked in unauthorized areas shall be towed at the vehicle owner's sole expense.

Insert Section 6.16.8 and associated subsections as follows:

6.16.8 Telecommunications and Other Technology.

6.16.8.1 The Contractor shall not use the Owner's phone for personal calls.

6.16.8.2 The Contractor shall not, under any circumstances, place long distance calls on the Owner's phones.

6.16.8.3 The Contractor shall not unplug any of the Owner's computers or phones, without the Owner's prior written consent and coordination.

Insert Section 6.16.9 and associated subsections as follows:

6.16.9 Weapons.

6.16.9.1 Under no circumstances are weapons of any kind to be brought onto the Owner's property, regardless of the possession of licenses or carry permits. The Owner's Campus Police Dispatch will be notified of any breaches of this regulation, which may result in a fine or penalty against the Contractor.

Insert Section 6.17.3 as follows:

6.17.3 The Contractor shall coordinate all utility shutdowns in advance with the Owner's Facilities Management Department and shall provide the Owner's Facilities Maintenance Department with at least 24 hours advance notice of such shutdowns.

Insert Section 7.7.1.3.1 as follows:

- .1 Failure by the Contractor to furnish notarized invoices for materials cost may result in the delay of the initiation of a Change Order.

Delete Section 9.3.1.1 in its entirety.

Insert subparagraph 9.3.2.2 to read as follows:

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee (overhead and profit). Contractor's Fee shall be included in the totals for labor and materials.

Delete Section 9.4.1.7 in its entirety.

Delete Section 9.8.2.6 in its entirety.

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