

**Document 00 73 00 - Supplementary Conditions**  
**State of Ohio Standard Requirements**  
**for Public Facility Construction**



**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 for use on the University of Cincinnati's Projects by the Ohio Department of Administrative Services:

By: Hugh Quill/CW Date: October 29, 2010  
Hugh Quill, *Director*  
Ohio Department of Administrative Services  
by Craig Weise, *State Architect*

**Owner**

Board of Trustees of the University of Cincinnati  
(pursuant to Section 3361.04 of the Ohio Revised Code)

**Contracting Authority**

University of Cincinnati  
Division of Administration and Finance  
Facilities and Construction Services  
University Hall, 6<sup>th</sup> Floor  
51 Goodman Drive  
P.O. Box 210186  
Cincinnati, Ohio 45221-0186  
513.556.5200 phone  
513.556.4885 fax  
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**Institutional Designee**

Mary Beth McGrew  
Associate Vice President  
University Architect

**MODIFICATIONS TO GENERAL CONDITIONS**

*Replace subparagraph 1.10.3 with the following:*

1.10.3 In addition to OBWC-approved DFSP Basic requirements, the Owner requires that each Contractor and Subcontractor, that provides labor on the Site to perform random drug testing of 10 percent of the average annual workforce for all Owner's construction projects. The random drug testing percentage shall also include the on-site supervisors of the Contractors and Subcontractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Owner upon request.

*Insert subparagraphs 1.10.4, 1.10.4.1, and 1.10.4.2 as follows:*

1.10.4 The Owner has adopted the Construction Owners of the Tri-State (“COATS”) Substance Abuse and Drug Testing Policy. In addition to the requirements set forth in paragraph 1.10, the Contractor shall comply, and shall require their Subcontractors to comply with the COATS policy.

1.10.4.1 A COATS program folder and enrollment form may be obtained from the Owner’s program administrator, Midwest Toxicology Services Inc., by calling 800-358-8450 or logging on to their Web site at <http://www.midwesttoxicology.com/>.

1.10.4.2 Any worker or on-site supervisor that is found to be non-compliant with the requirements of the COATS policy shall be removed from the Owner’s property.

*Insert subparagraph 2.1.4.2 as follows:*

2.1.4.2 The Contractor shall comply with the Owner’s written procedures for underground and concealed utility identification, which may be obtained through the Project Manager. A dig permit, initiated by the Contractor, must be authorized by the Project Manager prior to digging, stake driving, or excavation activity performed by the Contractor.

*Insert subparagraph 2.1.9 as follows:*

2.1.9 Soil testing information and data is not available for this Project. In lieu of performing independent testing of the spoil material from the Site, the Contractor shall select disposal sites that do not require testing.

*Insert subparagraph 2.3.5 as follows:*

2.3.5 The Contractor shall manage language barriers that may exist with the Contractor’s workforce, including Subcontractors at any tier, to ensure effective communication.

*Insert subparagraph 2.4.2.1 as follows:*

2.4.2.1 If campus vehicular or pedestrian circulation is disrupted or altered at any time during the performance of the Work, the Contractor shall provide traffic and pedestrian controls necessary to ensure the health and welfare of the public.

*Insert subparagraph 2.5.8 as follows:*

2.5.8 The Contractor shall clean and restore storage areas on the Owner’s property, established with the prior written consent of the Project Manager and not in direct proximity to the Work, to their original condition at completion of the Work.

*Insert subparagraph 2.6.4.1 as follows:*

2.6.4.1 Use of tobacco products is permitted only on West and Branch Campus outdoor construction sites with a designated and fenced construction zone and no closer than 25 feet from building entrances or air intake vents.

*Insert subparagraphs 2.7.3.3 and 2.7.3.4 as follows:*

2.7.3.3 The Contractor’s workers shall attend an Owner’s Safety Orientation meeting. Each worker will receive a sticker that must be affixed to their hard hat signifying their compliance with the COATS program and that they attended the safety orientation. The Contractor shall contact the Project Manager to schedule the orientation meeting.

2.7.3.4 For renovation Projects, the Contractor’s workers shall have lead and asbestos awareness training to mitigate the chance of disturbing a potentially hazardous material that may be encountered during the course of the Work.

*Insert subparagraph 2.7.4.3 as follows:*

2.7.4.3 The Owner reserves the right to refuse to allow any material it considers a fire or safety hazard to be stored on the Owner's property.

*Replace subparagraph 2.9.1.2 with the following:*

2.9.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal and local fire authority for life safety inspections through the Owner's Office of Public Safety, Fire Prevention Unit, Fire Safety Inspector (513) 556-4992, at least 5 business days prior to the desired date of inspection. The Contractor shall give the A/E, and the Owner reasonable notice of the dates and times arranged for inspections.

*Replace subparagraph 2.10.1 with the following:*

2.10.1 Unless otherwise specified in the Contract Documents, the Owner shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

*Insert subparagraph 2.10.1.1 as follows:*

2.10.1.1 The Contractor shall schedule and coordinate the testing and inspection services directly with the Owner's testing and inspection agency.

*Insert subparagraph 2.11.4.2 as follows:*

2.11.4.2 The Contractor shall not use the Owner's trash receptacles, dumpsters, sewers, and storm drains for disposal of construction debris, waste, or rubbish without the prior written approval of the Project Manager.

*Replace subparagraph 2.11.6 with the following:*

2.11.6 The Contractor shall remove and legally dispose of excavated material and spoil to an authorized off-site location.

*Insert subparagraph 2.11.6.2 as follows:*

2.11.6.2 Soil testing data is not available for this Project. In lieu of performing independent testing of excavated material and spoil, the Contractor shall select disposal sites that do not require testing.

*Insert subparagraph 2.11.7 as follows:*

2.11.7 The Lead Contractor shall maintain surrounding streets and roads utilized for construction traffic, clean and free from Project-related mud, dirt, and debris. If the Lead Contractor fails to do so, the Owner may invoke the provisions of subparagraph 2.11.5.

*Insert subparagraph 2.13.2.1 as follows:*

2.13.2.1 The Contractor shall provide written notice to the A/E and the Project Manager at least 2 weeks prior to a major utility shutdown.

*Insert subparagraph 2.15.3 as follows:*

2.15.3 The Contractor shall provide the A/E and the Owner with a 24-hour emergency contact name and phone number.

*Replace subparagraph 2.16.2 with the following:*

2.16.2 The Contractor shall permit the A/E, the Owner, and the Commissioning Agent (“CxA”) if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, Fire Protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Final Acceptance, or Partial Occupancy if applicable.

*Insert subparagraph 2.16.2.1 as follows:*

2.16.2.1 The A/E, the Owner, and the Commissioning Agent (“CxA”) if applicable, shall obtain prior written approval from the Contractor responsible for the equipment, fixtures, and/or systems, for commissioning access and related activities, which approval shall not be unreasonably withheld.

*Insert subparagraph 5.1.5.2 as follows:*

5.1.5.2 For projects that are locally administered, the Contractor shall utilize forms available from the Owner’s website at <http://www.uc.edu/architect/documents/forms/table.asp> or from the Project Manager. The Owner reserves the right to make modifications to its policies, procedures, and forms at any time. Contractors are prohibited from modifying or annotating the forms.

*Insert subparagraphs 7.6.4.1 and 7.6.4.1 as follows:*

7.6.4.1 The Contractor shall submit detailed backup information, including time sheets signed by the A/E or the Project Manager for Work performed under a time and material or cost plus fee basis, to support and verify the actual costs of the Contractor, and Subcontractors and Material Suppliers at any tier.

7.6.4.2 Before submission of any pricing related to Contract Modifications, the Contractor shall submit to the A/E and the Project Manager, for their approval, a labor hourly rate breakdown for each labor classification associated with their Contract. Once approved, the total hourly rates and fringes, exclusive of overhead and profit, shall be used in all cost determinations, unless a valid and documented rate change is presented by the Contractor.

*Replace subparagraph 9.2.1.3 with the following:*

9.2.1.3 The Contractor shall send certified payroll reports for the relevant period of each Contractor Payment Request to the Owner’s Office of Contract Compliance, P.O. Box 210167, Cincinnati, Ohio 45221-0167. The Contractor shall attach a copy of the transmittal to each Contractor Payment Request. See Document 00 73 43 - “Wage Rate Requirements.”

*Insert subparagraph 9.5.1.1 as follows:*

9.5.1.1 The Contractor agrees that funds required to be placed in an escrow account, including but not limited to Retainage and funds withheld pursuant to a Claim Affidavit, will be deposited in an escrow account with PNC Bank, Cincinnati, Ohio in accordance with the terms and conditions provided in an escrow agreement signed by the Contractor, the Owner, and PNC Bank, Cincinnati, Ohio.

*Insert subparagraph 10.1.4 as follows:*

10.1.4 The Contractor shall replace all permanent and disposable HVAC filters at Final Acceptance, or Partial Occupancy if applicable, in addition to any extra materials, spare parts, or “attic stock” provisions in the specifications.

*Insert subparagraphs 10.5.1.11 and 10.5.1.12 as follows:*

10.5.1.11 A complete list of Subcontractors identified by scope of work and including contact information.

10.5.1.12 A complete list of Material Suppliers referencing the names and/or number of the product supplied and contact information for local and/or national dealers and representatives for the product.

*Insert Article 15 with associated paragraphs and subparagraphs as follows in its entirety:*

## ARTICLE 15 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS

### 15.1 Parking

15.1.1 On-site parking for Contractor personnel will not be permitted within construction limits.

15.1.2 All Contractor vehicles are subject to the Owner's Parking and Traffic Regulations. Contractors who desire to park on the Owner's property may purchase decals, if available, from the Owner's Parking Services.

### 15.2 False Fire Alarms

15.2.1 The Contractor shall be charged a minimum of \$500, or actual cost if greater, for each false fire alarm answered by the Owner's Fire Safety Department and the local fire department.

### 15.3 Personal Conduct

15.3.1 Threatening, intimidating, coercive, or other unsafe or disruptive behavior and horseplay is prohibited on the Owner's property. Sexual harassment of any kind is strictly prohibited.

15.3.1.1 The Owner may require the immediate removal of any employee of the Contractor and its Subcontractors or Material Suppliers believed to have engaged in such behavior.

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