

**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 Sinclair Community College's Projects by the Ohio Department of Administrative Services:

By: Robert Blair/LJB Date: June 10, 2011

Robert Blair, *Director*  
Ohio Department of Administrative Services  
by Lane J. Beougher, *State Architect*

**Owner**

Board of Trustees of Sinclair Community College  
(pursuant to Section 3354 of the Ohio Revised Code)

**Contracting Authority**

Sinclair Community College  
Purchasing Department  
444 West Third Street  
Dayton, Ohio 45402  
937.512.3020 phone  
937.512.2949 fax  
<http://www.sinclair.edu/departments/purchasing/index.cfm>

**MODIFICATIONS TO GENERAL CONDITIONS**

*Delete paragraph 1.11 in its entirety.*

*Insert subparagraph 2.1.4.2 as follows:*

2.1.4.2 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 subparagraph 2.4.6 as follows:*

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

*Insert subparagraph 2.6.5 as follows:*

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

*Insert subparagraph 2.7.4.1.1 as follows:*

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

*Insert subparagraphs 2.11.1.1, 2.11.1.2, 2.11.1.3, 2.11.1.4, and 2.11.1.5 as follows:*

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

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

2.11.1.3 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.

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

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

*Insert subparagraph 2.12.5.2 as follows:*

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

*Delete subparagraph 9.1.1 in its entirety and replace with the following:*

9.1.1 Within 30 days of receipt of the Notice to Proceed, the Contractor shall submit to the A/E a Schedule of Values, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles and division of work sequence of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place. All costs shall indicate labor and material cost associated with each item specified on the cost breakdown.

*Delete subparagraph 9.1.1.1 in its entirety.*

*Revise subparagraph 9.1.2.2 to read as follows:*

9.1.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for overhead and profit. Overhead and profit shall be included in the totals for labor and materials.

*Delete subparagraph 9.2.1.6 in its entirety.*

*In subparagraph 14.1.1 delete the last sentence, which states: "The Contractor shall include and indicate on the list, appropriate information about the certified EDGE Business Enterprise(s) that it intends to use to fulfill its commitment to contract with and use certified EDGE Business (es) to meet or exceed the approved EDGE Business Participation Goal for the Contract related to the Project."*

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

## **ARTICLE 15 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS**

### **15.1 Parking**

15.1.1 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.

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

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

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

## 15.2 Barriers and Signs

15.2.1 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.

15.2.2 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.

## 15.3 Use of Premises

15.3.1 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.

15.3.2 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.

15.3.3 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 with Campus Police in Building 7.

15.3.4 The Lead 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.

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

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

15.3.7 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.

15.3.8 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.

15.3.9 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.

15.3.10 Keys for the Site will be available at the Owner's Campus Police Dispatch Desk. The Contractor shall pick up and return the keys daily.

15.3.11 If the Contractor requires keys for the Work, such keys shall be provided at the Owner's Campus Police Office in Building 7. Keys shall be returned to the Police Office every day. Keys will not open every door. The Contractor shall coordinate entrance into "secured" areas with the Owner. Some areas may require an Owner escort to be present during performance of the Work.

15.3.12 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 Campus Police.

15.3.13 The Contractors shall check in and out with Campus Police when on campus performing Work.

15.3.14 Escorts may be required for some areas of campus. Once scheduled, Work shall proceed in such areas.

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

15.3.16 The Contractor shall be on Site to accept Contractor deliveries.

15.3.17 The Owner shall not accept deliveries for the Contractor.

15.3.18 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.

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

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

**15.4 Telecommunications and Other Technology**

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

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

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

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