

MIAMI UNIVERSITY
FACILITIES CONTRACTING OFFICE
OXFORD, OHIO 45056

NOTICE TO BIDDERS

Sealed proposals will be received at the

PHYSICAL FACILITIES DEPARTMENT
MIAMI UNIVERSITY
COLE SERVICE BUILDING, 101 S FISHER DRIVE
OXFORD, OHIO 45056

until **2:00 PM, December 3, 2021** and opened thereafter for:

**TIME AND MATERIAL CONTRACT WORK
(Re-bid of) ROOFING AND SHEETMETAL-**
in accordance with the attached specifications.

- Section 1 General Requirements and Instructions to Bidders
- Section 2 General Specifications for Physical Facilities Projects
 - Attachment 1 – TM Timesheet (.pdf attachment)
 - Attachment 2 – Electronic T&M Invoice submission guidelines
- Section 3 Detailed Trade-Specific Specifications
- Section 4 Bid Form
- Section 5 Responsible Bidder Information Form (“RBI Form”)
- Section 6 Prevailing Wage Rate Schedules

MIAMI UNIVERSITY
OFFICE OF FACILITIES CONTRACTING

TIME AND MATERIAL WORK

Section 1 - GENERAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

- 1.01 Bids are invited for furnishing labor, service, equipment and/or materials in the trade(s) described in Section 3 of these specifications for maintenance and repair work, alterations, and other minor construction on an "as needed" basis at the Oxford, Hamilton, Middletown, and West Chester Campuses of Miami University. All work under this Contract shall be in accordance with the following General and Detailed Specifications, and with supplemental plans and specifications as may be required and issued for any specific Work Order to be accomplished pursuant to this Contract.
- 1.02 Bids are to be submitted on the official Bid Form attached to these specifications. Other inclusions with the Bid submission include:
- Responsible Bidder Information Form (furnished)
- All forms must be filled in completely. Failure to submit required materials or to provide information as required may be cause for rejection of the Bid.
- 1.03 Bids and the Responsible Bidder Information Form may be submitted via mail, email to davidsea@miamioh.edu (with cc to creagemr@miamioh.edu), or by hand-delivery to the Physical Facilities Department, Cole Service Building, 101 South Fisher Drive, Oxford, Ohio 45056 no later than **2:00PM on December 3 2021**.
- 1.04 Bid submissions should clearly indicate the name of the particular Time and Material trade for which the bid is submitted.
- 1.05 Bidders are responsible for delivery of a Bid prior to the bid opening time as noted in 1.03 above. Bids and/or Bid revisions received after the due date and time will not be considered.
- 1.06 Bids may be withdrawn up until the time of the opening. Bids may not be withdrawn after opening and shall be firm for a period of 60 days.
- 1.07 Miami University reserves the right to accept or reject any or all Bids, or parts of Bids, and to waive any technicalities or irregularities. The University also reserves the right to award multiple contracts and to award separate contracts for prevailing wage work and non-prevailing wage work.

Bidders shall propose hourly rates for the various worker classifications listed on the Bid Form for both non-prevailing and prevailing wage work. The University will use the Best Value selection criteria in making contract awards with the intent of entering into contracts with the Bidders that University determines, in its sole discretion, offer the Best Value to the University. Factors that will be considered by the University include, but are not limited to, the hourly rates proposed, the information provided on the RBI form, the conduct and performance of the Bidder in performing previous work at the University or any other public or private entity (which includes the number, nature and outcome of any “72-Hour Notice Letters”, “Article 8” Claims/ proceedings), and any court claims or proceedings involving the Bidder.

- 1.08 Contracts will be awarded only to Contractors experienced in the trade being bid. Bidders must be able to document satisfactory experience in servicing various commercial/industrial accounts in the particular trade.

The Bidders must complete the RBI Form furnished in the Bid Documents which shall include, but not be limited to, the following information: the names of the company’s principals; the overall experience and size of the company; the number, classifications, and experience levels of full-time employees (including foreman level); and the equipment and facilities of the company. This information is required of all Bidders, regardless of current or past association with the University.

- 1.09 Contractors must be prepared to provide sufficient skilled tradesmen, equipment and material to accomplish work under various Work Orders, concurrently, during the University’s peak construction season. Depending upon the specific needs of the University, the proven capabilities of a Contractor at various sized projects, the size of the Contractor’s regular work force, the ability of the Contractor to draw on a recognized pool of skilled craftsmen, and the amount of yearly work normally accomplished by the University, the University reserves the right to award separate Contracts using the selection criteria set forth in Section 1.07. Additionally, in awarding separate Contracts, the relative size of the various Bidders’ full-time workforces, in comparison to the needs of the University will be a consideration in determining separate/multiple Contract award(s).

Contractors shall have the capability of responding to the needs of the University on an emergency basis. Emergency response time shall be 2-4 hours and may require a varied number of personnel.

- 1.10 For Time and Material Prevailing Wage Work the Contractor’s assignment of employees for the Work by classifications, e.g., journeyman, laborers and apprentices, and the ratio of one to another, must conform to ratios established by the State of Ohio Department of Commerce Bureau of Wage & Hour Administration. All workers and laborers performing prevailing wage work must be paid the then-current prevailing rate of wages as established and as may be adjusted during the term of the Contract by the State of

Ohio Department of Commerce Bureau of Wage & Hour Administration. The University expects the Contractor to furnish suitable and fully qualified workers to perform the Work. The University reserves the right to determine the appropriate use of any workers on any given Work Order.

- 1.11 The inability of the Contractor to provide sufficient skilled craftsmen on a timely basis may serve as grounds for the University to either cancel the Contract and/or to contract with other contractors to perform any work that is beyond the capability of the Contractor(s) originally awarded this Work.
- 1.12 The Contractor is expected to furnish, at no additional cost, all machinery, tools and hand power tools normally associated with the trade being bid. A general, but non-exhaustive, list of such items is contained in the detailed specifications (Section 3) for each trade.

In the event that large equipment or specialty tools are required for a certain Work Order, the Contractor shall notify the Project Manager, and the University may, at its option, authorize its rental and reimburse the Contractor at the documented/submitted rental cost receipt (including documented assessment of applicable sales/use tax).. The Contractor will be paid for such owned equipment only for such time as the equipment was actually required for the Work. Downtime due to repairs, maintenance and weather will not be paid. Failure by the Contractor to provide sufficient tools of the trade for work assigned may constitute just cause for immediate termination of the Contract.

- 1.13 Contractors shall complete Work contemplated under this Contract in accordance with University-issued Work Orders.

All Work Orders will be classified as one of the following:

- a) Non-Prevailing Wage Work; or
 - b) Prevailing Wage Work.
- a) Non-Prevailing Wage Work constitutes time and material work that is performed on a public improvement project wherein neither the Work Order itself nor the fairly estimated total overall project costs exceed the statutory threshold levels set for new construction or renovation/repair. This category of work is not subject to the prevailing wage provisions set forth in Ohio Revised Code Chapter 4115. The Bidder shall submit its hourly rate for each of the worker classifications listed on the Bid Form. The hourly rates shall include all wages, benefits, overhead, profit, insurance, general home office and administrative expenses, (including applicable sales/use taxes), and travel for non-emergency work.
 - b) Prevailing Wage Work constitutes time and material work performed on a public improvement project wherein either the Work Order estimate itself or the fairly

estimated total overall project costs exceed the statutory threshold levels set for new construction or renovation/repair. Work performed under Work Orders designated as Time & Material Prevailing Wage Work is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115, which requires, among other things, that the Contractor pay all laborers and workers (including those of any subcontractors) all wage increases in the locality during the term of the Contract. The prevailing wage rates, as attached to these Bid Specifications, and as may be amended during the term of this Contract by the State of Ohio Department of Commerce Bureau of Wage & Hour Administration, shall set the minimum payment of wages for T&M Prevailing Wage Work. The Bidder shall submit its hourly rate for each of the worker classifications listed on the Bid Form. The hourly rates shall include all wages, benefits, overhead, profit, insurance, general and administrative expenses, and travel for non-emergency work.

The Director of Facilities Contracting shall serve as the "Prevailing Wage Coordinator" for Miami University. The Contractor and any subcontractors performing Work that has been designated as T&M Prevailing Wage Work must comply with all requirements of Chapter 4115 of the Ohio Revised Code, including Section 4115.071, which requires the delivery of a certified copy of the Contractor's/subcontractor's certified payroll report. The certified payroll report must contain all of the necessary information set forth under the statute and must be submitted at the time of the request for payment. At the conclusion of the work listed on a Work Order, the Contractor must submit the Affidavit required under ORC Chapter 4115 of the Ohio Revised Code. Final payment will not be released to the Contractor until the Affidavit is received by the University.

- 1.14 Adjustments to a specific worker classification hourly rate for both Time & Material Non-Prevailing Wage Work and Prevailing Wage Work will be made by the University upon, and effective from, the date of an adjustment to a worker classification rate made by the State of Ohio Department of Commerce Bureau of Wage & Hour Administration ("Wage and Hour Administration"). Ten (10%) percent of the increase amount will also be added to the affected worker classification's hourly rate to cover overhead. Note: The wage adjustment will be made only to the affected worker classification(s) hourly rate(s). This hourly rate adjustment is not intended to be an "across the board" increase to all of the worker classifications in that skilled crafts union. (For example if Wage and Hour sends a notice of a "Welder A" rate increase for the Ironworker Local 44 Skilled Craft Trade Union, the other worker classifications in that union, such as Welder B, ironworker reinforcing, etc., will not automatically be given the rate adjustment.)
- 1.15 The Contractor and anyone acting on its behalf shall not discriminate against or intimidate any person hired for performance of the work by reason of race, color, religion, creed, sex, national origin, military status (including protected veteran status), or disability.

- 1.16 Work is to be performed upon the issuance of a University-issued Work Order, and except in emergency call-in situations, Contractors performing work without a properly issued Work Order do so at the risk of not being paid for such work.
- 1.17 In the event that any information submitted by a Bidder is unclear to the University, the University may request additional written explanation from the Bidder for award evaluation. Bidders failing to provide adequate information in a timely manner may be considered non-responsible, and the Bid subject to rejection.
- 1.18 Prior to Contract award, the successful Bidder must provide a current Worker's Compensation Insurance Certificate and proof of General Liability Insurance (an Accord form is acceptable) in the amounts set forth below, and must continuously maintain such BWC and liability insurance throughout the term of the Contract:
A Commercial General Liability policy and Business Automobile Liability policy to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits - Commercial General Liability

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Occurrence Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$100,000 Fire Legal Liability Limit
- \$10,000 Medical Payments

Policy Limits - Business Automobile

- \$500,000 Combined Single Limit

Such certificate of insurance must name Miami University as an additional insured throughout the length of the Contract, including any and all renewal terms.

- 1.19 Additional conditions precedent to the execution of a Contract are:
- a) If the Bidder is a corporation, but is not incorporated under the laws of Ohio, submission to the University of a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in Ohio; or, if the Bidder is a person or partnership, proof that the Bidder has filed with the Ohio Secretary of State a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any legal action brought as a result of the Work described in these Specifications.
 - b) Verification of DFWP enrollment no later than the contract execution date; and,
 - c) Verification that the Contractor is not subject to an "unresolved" finding for recovery under O.R.C. 9.24.

- 1.20 Miami University supports the state's Encouraging Diversity, Growth, and Equity (EDGE) Business Development Program. The University has set a 7% goal for EDGE-certified business participation on University construction projects, and all design firms and Contractors with whom the University contracts are encouraged to support the participation of EDGE certified businesses by making a good faith effort to utilize goods, services, materials and labor supplied by certified EDGE businesses. For more information and to obtain a listing of EDGE-certified businesses, contact the State of Ohio EDGE Certification Office www.EDGE.ohio.gov.

Please notify the University if you are an EDGE-certified business, or if you intend to utilize EDGE-certified businesses as subcontractors and/or material suppliers on any Work Orders.

- 1.21 The University has discretion in its assignment of all Work under the T&M process and The University reserves the right to separately bid or directly contract with other contractors for the type of Work typically performed by any trade contractor that is awarded work under a Time and Material Contract at the University. The University cannot guarantee any particular hours of work for any work classification to Contractors assigned work in any given trade.
- 1.22 Contractors are not permitted to sub-contract any construction labor or equipment repair without prior written approval of the designated University staff. The Contractor is liable for the acts and omissions of its subcontractors and for ascertaining that its subcontractors adhere to the requirements of the Contract and all applicable laws.
- 1.23 Contractors and subcontractors may be subject to payment of the various city income taxes and must comply with all applicable city ordinances and codes pertaining thereto. Upon award of Contract, the University will provide Contractors with copies of forms and information from the City of Oxford relative to the payment of taxes and reporting duties.
- 1.24 Work Control, Timekeeping, Invoicing:
- a) The University's designated staff will determine priorities, approve all Work Orders and will oversee the performance of the work associated with a given Work Order.
 - b) Except in situations that are deemed an emergency by the University, all Contractors must contact the designated staff within 2 days of receipt of the Work Order and prior to beginning any Work for direction regarding the scope of and expected completion time frame for the Work. Contractors must also verify with the University's designated staff whether the University will supply any of the necessary materials for the given Work Order. Contractors working on the Oxford campus, as directed by the University's designated staff, may be required to contact the Physical Facilities Department each

morning when beginning assigned Work to report the Work Order number, the building and floor in which they are working, any potential hazard precautions (hot work for example), and the names of people working that day. Contractors working at the Regional campuses are to report in the same manner to the respective facilities manager. Specialty keys or card swipes may be issued on a daily basis from a lockbox or at the Operations Center in the Cole Service Building for work on the Oxford campus. Arrangements for the issuance of keys for the other campuses may be made when reporting to the respective campus. At the University's discretion, keys shall be returned at the end of each working shift. Failure to return keys as directed may be grounds for immediate termination of the Contract and/or waiver of the right to payment for those services associated therewith.

- c) Miami University Time and Material Work Weekly Time sheets (Attachment 1) shall be used by each Contractor and their subcontractors, if applicable, for each Work Order.
- i) Each Contractor will submit to the University a list of all of its employees performing Work under the Contract. This list will include the employee's name, last four numbers of the employee's social security number, the worker classification, and the worker's rate of pay. This list will be entered in the University T&M Contract Invoice System, and each employee will be given a unique T&M ID number. Employees can be added, deleted, or changed in classification status by the Contractor submitting the proper information to the T&M Coordinator. The University will provide, upon request, an updated employee list for each Contractor whenever any change is made.
- ii) Each Contractor shall maintain a T&M Weekly Time Sheet for each work order performed. The weekly time sheet will list each employee accomplishing work on that work order during that week, specific comments regarding work accomplished, and approximate percentage of completion, if known. This time sheet and work order should accompany the worker(s) and be completed onsite. It will form the basis for invoicing of all labor under this Contract and must be completed with sufficient detail for the approver to understand the work accomplished and the status of the work requested. The T&M Weekly Time Sheet shall also list the name and unique T&M ID number of each employee working each day on a given Work Order, with the employee's regular and overtime hours, if any, also listed.

Any overtime/Holiday work must be approved in advance by the University's designated staff and will be paid at the rate of one and ½ times the employee's hourly rate unless the Contractor is bound by the terms of a collective bargaining agreement, the terms of which shall govern for purposes of determining OT/Holiday pay rates. Failure to secure the University's advance approval for overtime pay may result in the Contractor's waiver of payment from the University of the overtime rate.

- iii) Weekly time sheets form the basis for the billing of all labor under T&M Contracts. Each electronic invoice for payment must be accompanied by the corresponding completed Work Order time sheet(s) and the electronic work order. Time sheets shall be electronically submitted weekly by Wednesday of the following work week to pfdadmin@miamioh.edu with the work order invoice package (see Attachment 2). Time sheets must be **fully completed**, timely and accurate. Failure to submit time sheets by submission cutoff day will likely delay payment and may result in the Contractor's waiver of the right to payment for those services.

 - d) A separate subtotal shall be submitted for work order materials and equipment. The labor and materials invoices may be included as attachments in a single electronic submission for a given work order (see Attachment 2). Materials invoices shall include the complete Work Order number, a detailed listing of materials used, with itemized pricing (backup documentation), including any mark-up, and other pre-approved charges, such as equipment or tool rentals, and subcontractors. Invoices for materials and equipment shall be electronically submitted by the Wednesday of the following week. Any invoice submitted for material, supplies, equipment or tool rental, or other miscellaneous charges received more than 30 days after the date of the last labor entry may result in the Contractor's forfeiture of the payment for those costs and any associated markup. Once the University's designated staff approves the invoice as proper and complete, the invoice will be processed for payment.

 - e) A Contractor's invoice for materials must be supported with copies of invoices/receipts evidencing the purchase from the original vendor. If materials are not readily available from the University's inventory, materials may be supplied from the Contractor's own stock or purchased new and must be detailed per item on the invoice, showing quantity used and price per piece, and will be paid at the cost submitted to and pre-approved by the University's designated staff.

 - f) Consumable/Expendable Item Cost Responsibility - If the University's designated staff determines that a particular consumable item is a specialty tool, the University will pay for the item and maintain ownership thereof.
- 1.25 The mark-up percentage for materials, approved rental equipment, and those subcontractors approved in advance by the University's designated staff for Time and Material Contracts is eight percent (8%).
- 1.26 The initial Contract term shall be in effect through October 1, 2026. The Contract may then be renewable thereafter for four additional one-year periods upon mutual agreement of both parties.
- 1.27 The Contract may be cancelled by either party at any time without cause during its term, upon 30-day written notice to the other party.

1.28 Slow response time on projects, failure of the Contractor to adhere to safety practices and regulations or to pursue the work with diligence, poor productivity or inefficient work, poor workmanship and/or failure to timely submit timesheets/invoices and other required paperwork/items shall constitute grounds for withholding of payment(s) to the Contractor and, as determined in the sole discretion of the University, may constitute grounds for immediate termination of the Contract by the University for cause. Miami University reserves the right to require the removal of any employee of the Contractor whose conduct or workmanship is unsatisfactory to the University.

1.29 Additional Contractor Representation

By submitting a Bid the Contractor represents, warrants, and covenants (as applicable) to the University that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this contract or any extension of this contract.

1.30 For any additional information on the Work to be performed and to arrange for an on-site inspection prior to bidding contact the University's designated staff. Questions regarding bidding and Contract requirements should be addressed to Elizabeth Davidson, Director of Facilities Contracting, (513) 529-2453.

1.31 Contractor Background Check Requirement

The University strives to provide a safe and secure environment for its students, faculty, staff, visitors and other constituents, and to protect University funds, property and other assets from waste, fraud and abuse.

All Contractor personnel, including the personnel of any subcontractor engaged by Contractor, shall be required to undergo successful background screening prior to assignment to the University premises, jobsites or projects. The term "premises" is used in its broadest sense and includes, but is not limited to, all jobsites, projects and property owned, leased, operated or otherwise under the control of the University. Premises shall also include University information technology resources, whether accessed on campus or from a remote location. Contractor and its subcontractors shall be solely responsible for pre-assignment as well as recurring background screening for persons planned or scheduled for assignment on University premises. Contractor shall ensure this requirement is extended to all personnel with access to the University premises, including consultants that Contractor elects to use. By assigning personnel to University premises, Contractor attests that Contractor has completed a satisfactory background check on the personnel being assigned. The background check must be conducted prior to initial access to University premises by Contractor personnel.

Background checks shall be conducted utilizing either the identified University background check vendor or the Contractor's background check vendor, provided that such vendor conducts a background check that includes, at a minimum, the following checks:

1. Social Security Number (SSN) Validation and Address History.
2. Federal Criminal Database
3. County Felony and Misdemeanor (for past 7-year residence history)
4. National Sexual Offender Registry Search
5. Driving History (if contractor is required to operate a motor vehicle on University premises).

Background screening shall be at the Contractor's or its subcontractor's expense.

Contractor/subcontractor may utilize a pre-existing background check provided that the background check is not more than five (5) years old, the employee in question has been continuously employed by Contractor/subcontractor since the date of the background check, and Contractor/subcontractor advises the University of any convictions that have occurred subsequent to the background check.

Any contractor or subcontractor that falsifies and/or knowingly reports an incorrect background status for its personnel assigned to and/or working on University premises shall be dismissed and removed from the job and barred from conducting further business with the University. Additionally, all Contractor Personnel are required to self-disclose any misdemeanor or felony convictions that occur while assigned at the University to the University's Human Resources within three business days of the conviction or upon return to a University assignment.

If during the initial background check, or at any time thereafter, it is discovered that any Contractor personnel has a criminal record that includes a felony or misdemeanor, the Contractor is required to inform the University. The following types of convictions will render an individual ineligible to perform work on University Premises unless a waiver is granted:

1. Drug offenses
2. Sexual offenses
3. Crimes of violence involving physical injury to another person
4. Child abuse, molestation or other crimes involving child endangerment
5. Murder
6. Kidnapping
7. Theft or embezzlement
8. Any crime involving moral turpitude
9. Any felony

Contractors seeking to utilize an employee or subcontractor with one of the above listed convictions must apply for a waiver from the University's Human Resources. Human Resources will consider the following factors when determining whether a waiver will be granted:

1. The nature and gravity of any criminal offense(s);
2. The individual's age at the time of the offense(s);
3. The number and type of offense (felony, misdemeanor, traffic violations, etc.);
4. The sentence or sanction for the offense and compliance with the sanction(s);

5. The amount of time that has passed since the offense and/or completion of the sentence(s);
6. Whether there is a pattern of offenses;
7. Whether the offense arose in connection with the individual's prior employment or volunteer activities;
8. Information supplied by the individual about the offense(s);
9. Work record and references after the offense(s);
10. Subsequent criminal activity; and
11. Truthfulness of the individual in disclosing the offense(s).

The University may refuse to grant a waiver at its sole discretion.

Contractor shall be responsible for complying with all applicable state, federal and local laws in conducting the background checks, including without limitation the Fair Credit Reporting Act, and for obtaining all required releases to share information from the background check with the University. Contractor agrees that it will indemnify and hold harmless the University from any claims arising in connection with obtaining the background checks.

1.32 All Contractor employees and all tier subcontractors shall wear a name tag, company shirt, or a company uniform, or some other form of identification displaying the company for whom they are working while on campus.

MIAMI UNIVERSITY
FACILITIES CONTRACTING OFFICE

TIME AND MATERIAL WORK

Section 2 - GENERAL SPECIFICATIONS FOR PHYSICAL FACILITIES PROJECTS

- 2.01 The Physical Facilities Department designated staff shall serve as the Time and Material (T&M) Work Coordinator and will oversee the Work and all questions concerning the Work.
- 2.02 Each Contractor shall examine all information or instructions pertaining to the Work; the failure of a Contractor to do so will not be considered as a basis for additional compensation.
- 2.03 Estimates may be required as part of scoping and validating Work Order requests. These requests will come from a Miami Representative (assigned project manager, requestor, or T&M coordinator). The detail and method of estimates may vary based on assumed cost and complexity:
- The required detail/breakdown may vary from a series of line items that detail scope, subcontractors, contingency, subtotals and totals to simply a total in printed form.
 - The manner of presentation may also vary from a printed (hard copy or electronic) document on company letterhead to simply an email consisting of a description along with total cost.
 - Verbal estimates will only suffice when explicitly determined by a Miami Representative,
- 2.04 In furnishing materials and equipment for Work to be performed per a Time and Material Work Order, the Contractor shall obtain exact dimensions at any given Work site. Scale or figure dimensions provided by the University on any drawings and details are for reference and reflect the correct size and location under ideal conditions and shall not be so construed as to relieve the Contractor of verification responsibility to include taking measurements at the site and furnishing materials or equipment of the correct size and amount, in compliance with all existing codes.
- 2.05 The Work shall be performed in accordance with the provisions of the resulting Contract, which will include this Bidding Document and any Specifications/details and/or drawings pertaining to each specific University-issued Work Orders. All Work shall be performed in a neat and workmanlike manner and shall include all material and labor, unless otherwise specified, necessary to complete the specific Work Order. All rubbish and debris incidental to any Work Order shall be removed from the Miami University property by the Contractor, as often as necessary, as part of the Contract. All salvageable scrap materials are the property of the University and shall be removed to the proper holding area as directed by the University's designated staff.

- 2.06 All material shall be as stipulated per Miami University standards. No substitutions will be allowed without written approval by the University's designated staff. Any approved substitutions must be equal in every respect to that specified.
- 2.07 Contractors shall ensure that all Work is accomplished in such a manner as to satisfy all applicable laws and regulations, including, without limitation, the requirements of the latest revision of the Ohio Building Code. Work that does not meet the requirements of applicable codes shall be corrected by the Contractor at the Contractor's expense in a timely manner.
- 2.08 Should at any time improper or imperfect materials or faulty workmanship be evident, whether before or after inclusion into the Work, the Contractor shall, upon notification by the University's designated staff, cause the removal of objectionable material or correction of workmanship, and the proper material or workmanship shall be installed or accomplished without delay or additional expense to the University. Should the Contractor fail to correct any items deemed to be Defective Work by the University within the period of time specified by the University, the University is entitled to correct the Defective Work through its own forces or that of others, and to recover all costs associated therewith from the Contractor.
- 2.09 The Contractor shall furnish suitable and safe scaffolding, machinery, transportation, tools, utensils, etc. necessary for the proper accomplishment of the Work.
- 2.10 Subcontractors are responsible and liable under the same general terms and conditions as the principal Contractor, including, without limitation, maintaining worker's compensation and general liability insurance throughout the term of the Contract, adhering to drug free safety program requirements and the prevailing wage requirements set forth in Ohio Revised Code Chapter 4115.
- 2.11 All Contractors, before making connections to, or disturbing, any of the service lines in buildings or tunnels, shall obtain permission from the Physical Facilities Department to make the connection or change which may be necessary to fulfill the particular requirements of a given Work Order. The Contractor shall make all connections and changes to service lines in a manner to cause the least interference with the work of the various departments that might be affected, even if this requires night, weekend, or holiday work. The Contractor shall be responsible for damages to University property and shall repair or replace same, to the satisfaction of the University, when said damages are attributed to the Contractor's work.
- 2.12 The Contractor shall be responsible for all damage or injury to property during the prosecution of the Work resulting from any act, omission, neglect, or misconduct relating to the manner or method of executing the Work, or due to defective work or materials. Where such damage or injury occurs, the Contractor shall, at its own expense, restore

such property to a condition similar or equal to that existing before such damage or injury to the satisfaction of the University. This shall apply, without limitation, to the University's turf, shrubs, flower beds, trees, and other growth, sidewalks, roadways, curbs, lighting, and other hardscape features.

- 2.13 The Contractor is to guarantee all labor and materials for one year from date of acceptance of the Work by the University. The Contractor shall provide requested product or equipment data, electronic or hard copies, to include in the Physical Facilities Department's Operation and Maintenance Manuals. All product Warranties shall be provided to the University.
- 2.14 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University and its officials, officers, consultants, agents, representatives and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses, direct, indirect or consequential, arising out of or resulting from its Work.
- 2.15 APPLICABLE LAW AND FORUM. The parties hereto agree that it is their intention and covenant that the State of Ohio shall have exclusive jurisdiction over any action or proceeding concerning the Contract and/or performance and that the laws of Ohio shall be applicable and shall govern the parties' rights and responsibilities in the performance of the Contract.
- 2.16 Hours of Work – Work under this contract shall be accomplished during normal University work hours unless otherwise approved by the University's designated staff. These hours are Monday through Friday from 7:00 AM until 6:00 PM, with occupied residence hall work hours of 9:00 AM to 6:00PM. Contractors are expected to honor all University holidays and exam week limitations unless pre-approved by the University's designated staff.
- 2.17 Parking – The Contractor must contact the Physical Facilities Department to determine the policy governing parking of cars that will be driven to the campus by workmen and must obtain a valid parking permit if required.
- 2.18 Smoke-and Tobacco-Free Environment Policy
The University is a smoke-free and tobacco-free environment indoors and outdoors. Contractors shall acquaint themselves with and follow the University's established policy, which can be viewed at www.miamioh.edu/about-miami/pubs-policies/smoke-freepolicy//. Contractors shall enforce these restrictions on any individual employed by the Contractor or its Subcontractors.
- 2.19 Contractors shall furnish outside storage for paints and other flammable liquids. In addition, the Contractor shall provide one 20# ABC Dry Powder fire extinguisher in a location central to the areas where paint is being applied, and readily accessible.

- 2.20 The Contractor's employees and subcontractors are required to evacuate campus buildings during fire alarms and abide by all University emergency drill procedures.
- 2.21 Contractor employees and subcontractors are not permitted to enter buildings other than those at which the Contractor's Work is being performed.
- 2.22 Temporary barricades, traffic (pedestrian or vehicle) control devices, and needed lighting shall be furnished, erected, and maintained by the Contractor as required by the University.

2.23 Accident Prevention

The Contractor shall exercise every precaution at all times for the protection of persons and property, and hazardous conditions shall be guarded against or eliminated. This protection includes without limitation providing sheeting and shoring, barricades, guards, night watchmen, and warning lights, for any given Work Order as warranted and/or as may be directed by the University's designated staff.

The Contractor shall have available to all construction crews for immediate use the articles as outlined in the publication of the American Red Cross "First Aid to the Injured."

2.24 Safety

The Contractor shall:

- A. Comply with all federal, state, local and University regulations including, but not limited to:
1. Confined Space
 2. Trenching and Shoring
 3. Lockout/Tagout
 4. Cutting and Welding / Hot Work
 5. Lead Exposure
 6. Other special provisions as may be set forth
- B. Designate one person to be responsible for carrying out Contractor's obligation under this Section;

- C. Promptly report to the University cases of death, occupational disease and OSHA recordable injury caused by work on the job;
- D. Maintain an educational program to assure the inclusion of safety instruction as a part of job assignment; and,
- E. Arrange for first-aid treatment and job-incurred injuries in accordance with requirements of its insurer for Workmen's Compensation Insurance.

If the Contractor is notified by the University of noncompliance with any provision of this Section and fails to remedy such condition to the satisfaction of the University within 48 hours of receipt of such notification, the University may stop all or any part of Work affected by the Contractor's noncompliance. No part of the time lost due to any such work stoppage shall be made subject to claim by the Contractor for extension of time and/or for additional costs or damages.

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