University of Cincinnati  
Division of Administration and Finance  
Facilities and Construction Services  
Standard Conditions of Contract for Construction

DEFINITIONS

1. Addenda or Addendum - A written or graphic instruction issued prior to the opening of bids which clarifies, amends or interprets the Contract Documents.

2. Alternate - A proposed change in the Work described in the Contract Documents providing the University with an option to select between alternative materials, products or systems, or to add or delete portions of the Work.

3. Alternative Dispute Resolution - A method of resolving disputes other than arbitration or litigation.

4. Approved Equal – Article, device, material, equipment, form of construction or other item proposed by the Bidder and approved by the Associate for incorporation in or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

5. As-Built Drawings - Drawings or computer files revised by the Contractor to show changes made during the construction process.

6. Associate - The individual or firm responsible for providing professional design services and contract administration for the Project according to an agreement for professional design services with the University. Associate shall include the University where the University is identified as Associate in the Contract Documents.

7. Bar Chart Schedule – A graphic representation of a project schedule, using lines (bars) to indicate the duration of time for specific tasks, wherein start and completion times are identified by the ends of the bar(s).

8. Base Bid - The amount of money stated in a bid as the sum for which the Bidder offers to perform the Work described in the Contract Documents, exclusive of adjustments for Alternates.

9. Bid Form - The form furnished by the University that is to be completed, signed and submitted containing the Bidder's bid.

10. Bidder - A Person who submits a bid for a Contract with the University.

11. Bid Guaranty - Bid bond or other instrument of security furnished by the Bidder to provide assurance that the bidder will execute the Contract Form.
12. Bond - Performance and payment bond or other instruments of security, furnished by the Contractor to provide assurance that the Contractor will perform and make required payments.

13. Bulletin - A document issued by the Associate after the execution of the Contract requesting a Proposal from the Contractor which, if approved as provided in the Contract Documents, will cause the execution of a Change Order to modify, amend or alter the Contract Documents. The Bulletin becomes a part of the Contract Documents when a Change Order related to that Bulletin is finalized.

14. Change Order - A document, issued by the University, after execution of the Contract Form, which authorizes a change in the Work or an adjustment in the Contract Price or time for Contract Completion.

15. Claim Affidavit - A sworn document containing a claim on the funds that are due to a Contractor, created by statute in favor of a Person supplying labor, materials or services for the value of labor, materials or services supplied.

16. Combined Bid – A Bid for two or more, but less than all, of the classes of Work set forth in the Notice to Bidders, without allocation of price among such classes.

17. Construction Budget - The total amount for the construction Contracts required for the Project.

18. Construction Schedule - The schedule for the construction of the Project showing the time for completing the Work, the planned sequence for performing the Work, the Contractor's resource loading curve and the interrelationship between the activities of the Contractors, the Associate, and the University.


20. Contract Completion - The date upon which all deficiencies noted in the Punch List have been corrected, the Contractor's Work is one hundred (100) percent complete, and the Contractor has complied with all conditions precedent to final payment and release of retainage.


22. Contract Form – The form furnished by the University that, when completed and signed by the Contractor and the University, and approved by the Attorney General of the State, evidences the entry into the Contract.

23. Contractor - A Person with whom the University has entered into a Contract for the performance of Work on the Project in cooperation with other Contractors and Persons.
and in accordance with the Contract Documents. The word Contractor in the Contract Documents shall apply with equal force to the Lead Contractor.

24. Contractor Payment Request - The form furnished by the University that is to be used by the Contractor in requesting progress payments and which when signed by the Contractor shall serve as an affidavit that payments requested are in proportion to the Work completed as shown by the Schedule of Values and that payments previously paid by the University have been applied by the Contractor to discharge in full all of Contractor's obligations incurred in connection with the Work covered by all prior Contractor Payment Requests.

25. Day - Calendar day, unless otherwise expressly specified to mean a business day.

26. Defective - When modifying the word Work, refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval, or has been damaged prior to the Associate's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the University, or that is not free from defects in materials or equipment during the period of Warranty.

27. Director of Business Operations – A duly created office within the Department of Construction Management, acting on behalf of the University to govern the filing of Claim Affidavits.

28. Director of Construction Management – A duly created office within the Department of Construction Management, acting on behalf of the University to administer public improvement projects.

29. Drawings - The graphic and pictorial portions of the Contract Documents, showing the design, type of construction, location, dimension and character of the Work to be provided by the Contractor, generally including Plans, elevations, sections, details, schedules, diagrams, notes and Specification, in whole or in part.

30. EDGE (Encouraging Diversity, Growth and Equity) Program – A program to serve socially and economically disadvantaged businesses in the State of Ohio.

31. Field Work Order - A written order issued by the University that clarifies or interprets the Contract Documents or orders a change to the Work as provided in the Change Order Procedure and Pricing Guidelines.

32. Final Acceptance - The University’s acceptance of the Work from the Contractor upon certification by the Associate of Contract Completion.

33. Final Inspection - Final review of the Work of the Contractor by the Associate to determine whether the Certificate of Contract Completion is appropriate.

34. Guarantee - Legally enforceable assurance, for a period after Contract Completion, of quality or performance of the Contractor’s workmanship, material and equipment.
35. Lead Contractor – The Contractor identified by the Associate in the Notice to Bidders as responsible for scheduling the Project, coordinating the Contractors and providing other services identified in the Contract Documents.

36. Legal Holiday – A day of the week (not including weekend days) when the University is closed for regular business. Refer to UC.edu for these dates, which may vary slightly from typical State holidays.

37. Liquidated Damages - The sum established in the Contract Documents as the predetermined measure of damages to be paid to the University due to the Contractor's failure to complete the Work, or portions thereof, within a stipulated time.

38. Material Supplier - A Person who furnishes materials or supplies for Work on a Project.

39. Notice of Intent to Award - The notice provided by the University to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract Form, and within the time specified the University intends to execute a Contract Form with the Bidder.

40. Notice of Commencement - The notice prepared by the University identifying the Project, the Contractors, the Surety for each Contractor and the name of the University’s representative upon whom a Claim Affidavit may be served.

41. Notice to Proceed - A notice provided by the University to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Work.

42. Or Equal - See Approved Equal.

43. OAC - The Ohio Administrative Code.

44. ORC - The Ohio Revised Code.

45. Partial Occupancy - The stage in the progress of the Work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so the University can occupy or utilize the Project, or designated portion thereof, for its intended use.

46. Person – An individual, corporation, business trust, estate, partnership, association or other entity, public or private.

47. Plans – See Drawings.

48. Price Inquiry – Document produced by University Purchasing for the purpose of requesting prices, including instructions on how and where to submit a bid.

49. Project - The public improvement to be constructed, of which the Work performed under the Contract Documents may be the whole or a part.
50. Project Administrator - The designated employee of the University who is assigned to the Project to consult with the Associate, and authorized to perform specific responsibilities of the University.

51. Proposal - The offer of a Contractor to complete the Work set forth in a Bulletin or scope of work description.

52. Proposed Equal – Article, device, material, equipment, method, form of construction or other item proposed by the Bidder for incorporation or use in the Work as being equivalent to essential attributes of a Standard specified in the Contract Documents.

53. Punch List - A list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.

54. Purchasing Department – serves as the authorized contracting agent for the University and competitively bids, and executes construction contracts for the University.

55. Record Drawings - Drawings or computer files revised by the Associate to show the changes made during the construction process, based on the As-Built Drawings furnished by the Contractor to the Associate.

56. Request for Information – Written request from the Contractor to the Associate seeking an interpretation or clarification of the Contract Documents.

57. Samples - Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish criteria by which the Work will be judged.

58. Schedule of Values - A statement furnished by the Contractor to the University reflecting the portions of the Contract allocated to the various portions of the Work and used as the basis for reviewing the Contractor Payment Request.

59. Shop Drawings - Drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog data and other data specially prepared or provided by the Contractor, a Subcontractor or Material Supplier to illustrate some portion of the Work.

60. Special Conditions - Amendments to the Standard Conditions, which describe conditions unique to a particular Project, including without limitation, provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by Contractors and requiring Contractors to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of University personnel for operation and maintenance of the Project.

61. Specifications - Those portions of the Contract Documents consisting of the written requirements and criteria for materials, equipment, construction systems and workmanship as applied to the Work and certain procedural details applicable thereto.
62. **Standard** - The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications or Addenda to denote kind, quality or performance requirements. All bids or Proposals shall be based on the Standards named in the Specifications or Addenda.

63. **Standard Conditions** - The University’s Standard Conditions of the Contract for Construction, as currently in effect and which may be modified by the University from time to time.

64. **Subcontractor** - A Person who undertakes to perform any part of the Work on the Project under a Contract with any person other than the University, including all such Persons in any tier.

65. **Surety** - A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the University against all direct and consequential damages suffered by failure of the Bidder to execute the Contract Form or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

66. **Unit Price** - An amount stated in the bid as the price per unit of measurement for materials or services described in the Contract Documents, the cost of which shall include overhead, profit and any other expense for the Work.

67. **University** – The University of Cincinnati.

68. **Warranty** - Legally enforceable assurance, for the specified duration from Final Acceptance by the University, of quality or performance of materials and equipment.

69. **Work** - The services required by the Contract Documents, to include all labor, materials, equipment and services performed or provided by the Contractor for the Project.