

Document 00 73 00.16 - Supplementary Conditions – Stipulated Sum (Multiple Prime Contract)



Facilities Operations
and Development

The Ohio State University
2009 Millikin Road, Room 400, Columbus, Ohio 43210

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Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not amended remain in full force and effect. The terms used in these Supplementary Conditions which are defined in the Contracting Definitions or in the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized for use on the Contracting Authority's Projects by the Ohio Department of Administrative Services:

By: Hugh Quill/CW Date: April 9, 2010
Hugh Quill, *Director*
Ohio Department of Administrative Services
by Craig Weise, *State Architect*

Contracting Authority

The Ohio State University
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Institutional Designee

Bernard Costantino, AIA
University Architect

MODIFICATIONS TO GENERAL CONDITIONS

Insert subparagraph 2.1.3.4 as follows:

- .4 The Contractor who needs cutting and patching is responsible for accomplishing the cutting and patching as required to make the installation. Any cutting and patching shall be done by crafts persons skilled in the type(s) of work involved. Refer to the specifications for detailed cutting and patching procedures.

Insert subparagraphs 2.1.4.2, 2.1.4.2.1, 2.1.4.3, 2.1.4.3.1, 2.1.4.4, and 2.1.4.4.1 as follows:

- .2 Columbus Campus:
 - .1 The Ohio State University ("University") will not permit any Work to proceed until utility marking of University-owned utilities has been

completed. The Contractor shall mail or fax their request to Service2Facilities. Clearly identify the area(s) to be marked and acknowledge acceptance of being billed for this service. Please provide: (1) the project number and name; (2) the Contractor’s name and phone number; (3) the billing address and a contact person for the request; (4) the name of the person making the request; (5) location of the area to be marked; and (6) the name of the Project Manager. This request to mark the utility locations should be made by fax to Service2Facilities at (614) 292-3389, or mailed to: Utility Marking Request, Service2Facilities, Fawcett Center, 2400 Olentangy River Road, Columbus, Ohio 43210. The utilities will be marked within 72 hours of the acknowledgement of the request by the University, excluding weekends and University holidays. All costs shall be borne by the Contractor.

.3 Regional Campuses:

.1 Contractors performing work on regional campuses shall coordinate with the campus facility manager on matters of utility protection and marking.

.4 Off Campus Facilities:

.1 Contractors performing work on facilities not contiguous to a campus shall coordinate with the appropriate facility manager and local public utilities on matters of utility protection and marking.

Insert subparagraphs 2.5.8, 2.5.8.1, 2.5.8.1.1, 2.5.8.1.2, 2.5.8.2, and 2.5.8.2.1 as follows:

2.5.8 Hardware:

.1 Columbus Campus:

.1 The contractor responsible for hardware (“Hardware Contractor”) shall be responsible for providing all permanent interchangeable lock cores and keys for the Project. The Hardware Contractor shall require its hardware manufacturer to contact the University Lock Shop, (614) 292-7693, which will develop the keys and cores into the key system designated by the user or users of that building. The Hardware Contractor shall assist the University Lock Shop in developing the appropriate key system. The Hardware Contract shall be required to contract with the University Lock Shop for installation of the permanent cores. Cost of coordination, keys, and cores shall be included in the Hardware Contractor’s bid.

.2 For projects located at the Medical Center, the Hardware Contractor shall coordinate with the Medical Center’s Access Control Manager at (614) 293-8412.

.2 Regional Campuses:

.1 Contractors performing work on regional campuses shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus.

Replace subparagraph 2.7.1.1 as follows:

.1 Each contractor is responsible for designing and implementing its own safety program, including compliance with OSHA and other state and federal regulations.

The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the University's safety plans. At the preconstruction meeting, the Contracting Authority and each Separate Contractor will determine which plans need to be submitted for University review, comment, and approval.

Insert subparagraph 2.7.1.2 as follows:

- .2 The University shall not accept any responsibility or liability for the safety of the Contractor's employees or managing the Contractor's safety program on the Project. When necessary or appropriate, the Separate Contractors will coordinate safety items between or among themselves.

Insert subparagraph 2.7.4.3 as follows:

- .3 The Contractor shall acquaint itself with the University's established fire alarm procedures and the location of fire warning and extinguishing or control devices.

Insert subparagraph 2.7.6.4 and 2.7.6.5 as follows:

- .4 In addition to the MSDS notebooks required on Site, the Contractor shall provide the A/E with a copy of all MSDS. At the completion of the Project, the A/E will forward the MSDS to the Contracting Authority.
- .5 When a Hazardous Material is included in a Shop Drawing, the Contractor shall submit an MSDS with the Shop Drawing. Otherwise, the Contractor shall submit the MSDS at least 3 working days prior to the material being brought on Site.

Insert subparagraph 2.12.5.2 as follows:

- .2 The Contractor shall not be permitted to use University streets for any purpose not previously approved by the Transportation & Parking Services. This includes, but is not limited to, trucks stopping on streets awaiting access to the Site. Should Site constraints be such that offloading of trucks from University streets is required, the Contractor shall provide a written request to Transportation & Parking Services 5 days in advance of the date when the unloading is required. The Contractor shall pay for any traffic control occasioned by the street blockage. The Contractor shall also post signs three days in advance of any street blockage longer than 2 hours warning motorists of the date, time, and duration of the planned blockage.

Insert subparagraph 2.12.6 as follows:

- 2.12.6 The Contractor shall validate with the appropriate University, City, County, or State agency as to the status of roadwork impacting traffic flow on, to, and from, campus.

Insert subparagraphs 2.12.7, 2.12.7.1, 2.12.7.1.1, 2.12.7.1.2, 2.12.7.1.3, 2.12.7.1.4, 2.12.7.1.5, 2.12.7.1.6, 2.12.7.1.7, 2.12.7.2, and 2.12.7.2.1 as follows:

2.12.7 Parking

.1 Columbus Campus:

- .1 All parking on the University Campus is restricted and controlled by the University's Transportation and Parking Services. Employees of Contractors and Subcontractors shall purchase parking permits from Transportation and Parking Services and shall park cars in areas assigned

to them. Parking on streets or in restricted areas is prohibited. Violations will result in a citation or vehicle impoundment.

- .2 At the beginning of the Work, each Contractor shall report to Transportation and Parking Services the approximate number of parking permits which will be required for all employees, including employees of subcontractors.
 - .3 Depending upon availability, Contractor “A” permits may be purchased for key employees, such as forepersons and supervisors, of the Contractor. “A” permits allow parking in any “A,” “B,” or “C” surface parking lot.
 - .4 All other construction personnel are eligible to purchase a Contractor “B” permit that is limited to the designated remote park and ride lots.
 - .5 Shuttle bus service hours are from 5:30 a.m. to 7:00 p.m. Monday through Friday. Private shuttles, arranged by the Contractor, shall be coordinated with Transportation and Parking Services.
 - .6 Due to the extreme lack of parking in some areas of campus, the Contractor is restricted from parking in pay facilities on the central campus - even if the posted hourly fees are paid.
 - .7 Transportation & Parking Services shall approve central campus parking arrangements for construction staff in advance. Current information may be accessed on www.tp.ohio-state.edu.
- .2 Regional Campuses:
- .1 Contractors performing work on regional campuses shall coordinate with the campus facility manager on matters of parking permits and designated areas.

Insert subparagraphs 2.13.3, 2.13.3.1, 2.13.3.2, 2.13.4, and 2.13.4.1 as follows:

2.13.3 Columbus Campus:

- .1 The interruption, disconnection, reconnection, reduction, or curtailment of any existing services shall not be undertaken without minimum prior written notice of 2 weeks and shall be coordinated with the Contracting Authority’s Utilities Division, (614) 292-5409. This work may be performed during normal working hours, holidays and weekends or as directed by the Contracting Authority, but shall always be scheduled to minimize the effect of these shutdowns with other facilities on Campus.
- .2 The appropriate Contractor involved with the utility shutdown shall, at the beginning of the Contract Time, coordinate with the Contracting Authority’s Utilities Division for this work. The appropriate Contractor shall determine the number of times and the types and length of shutdown required for connections to that utility. Costs, if any, shall be borne by the Contractor.

2.13.4 Regional Campuses:

- .1 Contractors performing work on regional campuses shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Insert subparagraph 4.1.6 as follows:

- 4.1.6 The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor and each Subcontractor, identification of equipment, work accomplished, problems encountered, and other similar relevant data. Copies of the Contractor's daily log shall be provided to the Lead Contractor and the A/E in a timely manner.

Insert subparagraph 5.1.5.2.1 as follows:

- .1 Forms for the University's projects are available for download at <http://fod.osu.edu/vendor>.

Insert subparagraph 6.1.6 as follows:

- 6.1.6 A list of University holidays is available at <http://hr.osu.edu/payroll/holidays.aspx>.

Insert subparagraph 7.8.2.1 as follows:

- .1 LABOR - The Contractor shall pay to laborers and mechanics performing Work on the Project not less than the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

Replace subparagraph 7.8.2.1 as follows:

- .1 The Contractor shall maintain, and require all Subcontractors and Materials Suppliers to maintain, complete and accurate business records in accordance with Generally Accepted Accounting Principles, and such records shall be kept and maintained at the Contractor's, Subcontractor's, or Material Supplier's principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall make records available at the Site within 48 hours, and shall require its Subcontractors and Materials Suppliers to make their records available within 48 hours, at the office of the Contracting Authority upon request for the records.

Replace subparagraph 8.2.2.3 as follows:

- .3 Copies of the Contractor's daily log (subparagraph 4.1.6) and the Lead Contractor's daily log (subparagraph 4.2.9) for each day of impact;

Insert subparagraph 9.5.1.1 as follows:

- .1 Contractor agrees that any funds which are due to the Contractor and required to be placed in an escrow account, including but not limited to, retainage, and funds withheld pursuant to mechanic's liens, will be placed in an escrow account at The Huntington National Bank, Columbus, Ohio.

Replace paragraph 11.2.1 with the following:

- 11.2.1 The Contractor shall provide and maintain, during the progress of the Work and until the execution of the final Certification of Contract Completion by the Contracting Authority, a Builder's Risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form, which provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning,



explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

Delete subparagraph 11.2.1.1 in its entirety.

Delete subparagraph 11.2.1.11 in its entirety.

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

ARTICLE 15 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS

15.1 Sexual Harassment

15.1.1 The University maintains an environment free from sexual harassment. Contractors and subcontractors are hereby notified that prompt corrective measures will be taken to stop sexual harassment whenever it occurs in accordance with University policy.

15.2 Smoking and Tobacco

15.2.1 All University buildings are smoke free. Smoking will not be permitted in any indoor area. The Medical Center, Health Sciences Colleges contiguous to the Medical Center including Fry, Newton, Parks and Postle halls, as well as all Biological Sciences buildings (Aronoff Lab, Biological Sciences Building, Biological Sciences Greenhouse, General Biology Annex, Jennings Hall, and Riffe Building) are now tobacco-free. The ban on all tobacco products will be observed in all indoor and outdoor areas and parking areas on the main medical center campus, University Hospital East, all other OSU Medical Center properties, and the buildings listed above. Contact: 293-4988 or 292-2800. The university's revised non-smoking policy (Policy #7.20) can be viewed online at: <http://hr.osu.edu/policy/policy720.pdf>.

15.3 Use of Name

15.3.1 The Contractor shall not advertise the fact that it has contracted with The Ohio State University, or appropriate, or make use of the University's name or other identifying marks or property without the prior written consent of the University's Office of Business and Finance.

15.4 False Fire Alarms

15.4.1 As liquidated damages, and not as a penalty, the Contractor acknowledges and agrees that the Contracting Authority shall be entitled to retain or recover from the Contractor \$300 or actual costs, whichever is greater, for each false fire alarm that is determined to be a result of negligence by the Contractor. This amount reflects Contracting Authority's actual costs incurred in dealing with these false alarms, including, but not limited to, the costs of transportation, manpower, and loss of efficiency.

END OF DOCUMENT