

# Document 00 73 00.26 - Supplementary Conditions – Construction Manager (Multiple Prime Contract)

Office of the University Architect  
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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: July 14, 2008  
Hugh Quill, Director  
Ohio Department of Administrative Services  
by Craig Weise, State Architect

## Contracting Authority

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## Institutional Designee

Edward P. Schmittgen  
Director of Capital Planning and University Architect

## MODIFICATIONS TO GENERAL CONDITIONS

Insert subparagraphs 2.7.2.1, 2.7.2.1.1, and 2.7.2.1.2 as follows:

- .1 Occupational Safety and Health Administration ("OSHA") Safety Plans:
  - .1 Each contractor is responsible for its own safety program, including compliance with OSHA and other Applicable Law. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the safety plans of Cleveland State University (the "University"). At the preconstruction meeting, the Contracting Authority and each contractor shall determine which plans need to be submitted for University review and/or comment.
  - .2 The Contracting Authority 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 Contractors will coordinate safety items between or among themselves.

*Modify subparagraph 2.7.3.2 to read as follows:*

- .2 Each contractor shall be responsible for methods and equipment for protecting the Project, other property, and individuals from fire damage in accordance with Applicable Law.

*Delete subparagraph 2.8.1.2.3.*

*Insert subparagraph 2.8.1.3 as follows:*

- .3 The General Trades Contractor shall provide and maintain in a clean condition adequate sanitary facilities for use by all Persons at the Site.

*Modify subparagraph 2.8.2.2.2 to read as follows:*

- .2 The General Trades Contractor shall pay the costs incurred in operating the temporary heating systems.

*Modify subparagraph 2.8.2.3.2 to read as follows:*

- .2 If the Project consists entirely of new construction, the General Trades Contractor shall pay the costs of operating the permanent HVAC system until Final Acceptance, or Partial Occupancy if applicable.

*Modify subparagraph 2.8.3.2.2 to read as follows:*

- .2 If the Project consists entirely of new construction, the General Trades Contractor shall pay the costs of water consumed and sewerage charges until Final Acceptance, or Partial Occupancy if applicable.

*Modify subparagraph 2.8.4.2 to read as follows:*

- .2 If the Project consists entirely of new construction, the General Trades Contractor shall pay the charges for energy consumed until Final Acceptance, or Partial Occupancy if applicable.

*Modify subparagraph 2.9.1.2 to read as follows:*

- .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 or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E, the Construction Manager, the Contracting Authority, and the Owner 14 days notice of the dates and times arranged for inspections. This Notice shall include the University Fire Safety Office at 216.687.5046.

*Modify subparagraph 2.10.1 to read as follows:*

- 2.10.1 The Contracting Authority 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.

*Modify subparagraph 2.11.1 to read as follows:*

- 2.11.1 The Contractor shall remove all waste materials and rubbish attributable to the Work to an appropriate disposal location provided by the General Trades Contractor at, or near, the Site.

*Modify subparagraph 4.2.7 to read as follows:*

- 4.2.7 The General Trades Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots and sidewalks.

*Modify subparagraph 4.3.1.4 to read as follows:*

- .4 Within 7 days after receiving the Construction Manager's comments, the Contractor shall revise its proposed plan and schedule to incorporate those comments and submit the revised plan and schedule to the Construction Manager.

*Insert subparagraph 5.1.5.2 as follows:*

- .2 The Contractor shall utilize the latest edition of forms obtained from the Contracting Authority's Web site: <http://www.csuohio.edu/architect/forms/>. The Contracting Authority reserves the right to make modifications to its polices, procedures, and forms at any time. The Contractor is prohibited from modifying or annotating the forms.

*Modify subparagraph 11.1.1 to read as follows:*

- .1 The Contractor shall purchase and maintain liability and other insurance as will protect the Contractor and the State from claims set forth below, which may arise out of, or result from, the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any Person for whom the Contractor is responsible.

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

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

### **15.1 Smoking and Tobacco**

- 15.1.1 All University buildings are smoke free. Smoking will not be permitted in any indoor area. Smoking is prohibited on the Site once the building is under roof. The ban on all tobacco products will be observed in all indoor and outdoor areas and parking areas on all University owned and leased property.

### **15.2 Use of Premises**

- 15.2.1 The Contractor shall coordinate the staging and storage areas with the Construction Manager.
- 15.2.2 The Contractor shall limit construction operations to areas noted on the Drawings.
- 15.2.3 The Contractor shall provide all necessary traffic and pedestrian control to ensure the health and welfare of the public during the disruption of the campus circulation from the performance of the Work.
- 15.2.4 The University's normal working hours shall be from 6:30 a.m. to 11:00 p.m., Monday through Saturday. Permission to perform any Work outside normal working hours including weekends and holidays shall be requested in writing to the Construction Manager a minimum of five days prior to such Work. The Contractor must receive approval 24 hours in advance of such Work. The

Contractor may request a general approval to perform Work outside normal working hours at the beginning of the Project. The Contractor shall contact the University Police Department at 216.687.2020 at the beginning and end of each workday while working outside Normal Working Hours.

- 15.2.5 The Contractor and its employees shall be subject to, and shall at all times conform to, the University's rules and requirements for the protection of the buildings, the equipment, the Project materials, the University's employees, and the general public.

### 15.3 Parking

15.3.1 Parking on University property at University visitor parking lots is available to the Contractor at current parking rates. Hang tags are available for purchase from University Parking Services located at Chester Building Annex, 2300 Chester Avenue, Room 128, (216) 687-5121.

15.3.2 The Contractor shall purchase parking permits for all employees that intend to park on campus.

### 15.4 Vibration, Noise, and Dust Control

15.4.1 In occupied buildings, vibration, noise, and dust control shall be provided by the Contractor. The Contractor responsible for creating these conditions shall install barriers as required by the construction operations.

15.4.2 Exhaust of unfiltered air, dust, construction debris, or other undesirable products released into the exterior atmosphere or into occupied areas of the building outside the Site shall not be permitted. The Contracting Authority or Construction Manager reserve the right to limit or stop the continuation of work if proper air quality standards are not maintained.

15.4.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, work shall be scheduled for other than normal working hours. The Contractor is cautioned that week-end or overtime work, if required, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Contracting Authority prior to the occurrence. Weekend and overtime work shall be reflected in the Construction Progress Schedule.

15.4.4 Vibration control and control of transmission of noise are the responsibility of the Contractor whose operations are creating the conditions. The following considerations shall be given to noise and vibration control:

- .1 Noise control in compliance with OSHA requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, PRV stations, and fan rooms.
- .2 Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.

### 15.5 Environmental Requirements

15.5.1 The Contractor shall act in accordance with Applicable Law in noise pollution management and in protection of air, water, and natural and cultural resources.

15.5.2 Prior to commencement of the Work, and in accordance with Applicable Law, the Contractor shall be responsible for obtaining all necessary disposal permits and licenses pertaining to Hazardous Materials.

15.5.3 The Contractor shall assume that painted and coated surfaces, which may be disturbed during Work, contain lead and cadmium. The Contractor shall follow Applicable Law accordingly.

15.5.4 There is known asbestos containing material (“ACM”) in the building that shall be avoided wherever possible. Asbestos test reports are available from the University Department of Environmental Safety and Health.

## 15.6 University Occupancy

15.6.1 The Contractor shall cooperate with the University to minimize conflict and to facilitate University’s operations.

15.6.2 The Contractor shall schedule all work through the Construction Manager to accommodate University occupancy.

15.6.3 For work on existing buildings, the University may occupy floors of the building above and below the Project. Disruption to the University’s operations shall be minimized. Work that is classified as causing a disruption to the University’s operations will be performed at times other than normal work hours and will be required to be coordinated with the Construction Manager.

## 15.7 False Fire Alarms

15.7.1 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 the 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.

## 15.8 Hot Work Permit

15.8.1 Contractors intending to perform “hot work” (defined as any welding, flame cutting, grinding, or other heat, fire, or spark-producing activity) as part of their work shall secure a hot work permit in advance of their work through the Construction Manager. Contractors shall utilize the University Hot Work Permit form available from: [http://www.csuohio.edu/ehs/fpp/hotwork\\_contractor.pdf](http://www.csuohio.edu/ehs/fpp/hotwork_contractor.pdf).

## 15.9 Confined Space Work

15.9.1 “Confined Spaces” shall mean any space having limited or restricted means for entry or exit, which is not designed for continuous employee occupancy. Confined Spaces include, but are not limited to, underground vaults, tanks, storage bins, manholes, pits, silos, process vessels, and pipelines.

15.9.2 Contractors intending to perform work within confined spaces as part of their work shall secure a Confined Space Permit in advance of their work through the Construction Manager. Contractors shall utilize the University Confined Space entry Permit form available from: [http://www.csuohio.edu/ehs/fpp/confinedspace\\_permit.pdf](http://www.csuohio.edu/ehs/fpp/confinedspace_permit.pdf).

## 15.10 Control of Hazardous Energy

15.10.1 The Contractor shall not perform Work on any energized circuits or active systems. Disconnect switches and valves shall be opened prior to the starting of Work.

15.10.2 The Contractor shall comply with lockout/tagout requirements of OSHA 29 CFR 1910.147. The Contractor shall submit lockout/tagout procedures for review by the University, as well as training certifications for employees prior to starting any Work.

15.10.3 The control of hazardous energy procedures and training plans shall include the isolation or inactivation of hazardous energy sources before performing work thereon. A hazardous energy source is defined as a machine or equipment item with the potential for causing injury by unexpected energizing, startup, or stored energy release.

- 15.10.4 The procedures shall consist of placing appropriate tags on each item of equipment and each system component indicating its current status and requiring mandatory clearances from designated personnel to operate, energize, or remove from service the equipment or systems.
- 15.10.5 Current certification of training accomplishments is required. Certification shall include employee names and training completion dates.
- 15.10.6 Coordinate lockout/tagout operations with the University and Facilities personnel. Notifications of status and requests for clearances for operations are required. The procedures established shall be strictly followed.

## 15.11 Utility Outage Restrictions

### 15.11.1 Definitions:

- .1 “Switching Outage” shall mean an outage required to transfer utility loads from one source (e.g., distribution feeder) to another for installation of new equipment (e.g., switchgear) or for rework of building services. Switching Outages shall be restricted to a maximum of 1 hour in length unless prior written authorization is received from the University.
- .2 “Construction Outage” shall mean an outage due to any other circumstance besides a Switching Outage. The utility service shall be restored within 12 hours or less as scheduled elsewhere in the Construction Documents.
- .3 “Extended Outage” shall mean a special arrangement and special permission from the University to allow a Construction Outage to exceed the 12 hour restriction.

- 15.11.2 The Contractor will be working around existing buildings which are occupied. The Contractor shall maintain service of power, light, water, sewage, gas, steam, telephone, and data at all times unless temporary outages have been approved in writing by the University.
- 15.11.3 If construction activities require an outage in any of the University’s utilities, the Contractor shall submit an outage request to the University for review and approval. The outage request shall be submitted 14 days prior to the proposed outage, and an approval must be received at least 7 days prior to the proposed outage before it may be scheduled.
- 15.11.4 All utility outages shall be scheduled outside normal working hours unless permitted elsewhere in the Construction Documents. Outages may need to be scheduled on Sundays and holidays to minimize utility interruptions. The Contractor’s Bid shall reflect any additional costs associated with outage work scheduled outside of Normal Working Hours.
- 15.11.5 Duration of outages shall be limited by the University during their review and approval of the Contractor’s outage request. Specific requirements are identified elsewhere in the Construction Documents. Typically, utility outages are not permitted to extend into the next normal working hour.
- 15.11.6 If the Contractor cannot restore utility services within the limits of the approved outage, the Contractor may be assessed liquidated damages.
- 15.11.7 The Contractor shall anticipate work conditions (e.g., power and lighting interruptions) during utility outages and is responsible for making temporary arrangements (e.g., portable generator) to provide a safe work environment. A description of the temporary arrangements shall be included in the Contractor’s outage request and must be approved in writing by the University.

15.11.8 Switching Operations:

- .1 All switching shall be performed by the Contractor with proper University approval and supervision as specified herein. Except in the case of an emergency, the Contractor is not permitted to switch utilities without the University's approval.

**END OF DOCUMENT**