

Document 00 73 00 - Supplementary Conditions

Capital Planning and Facilities Management
Lincoln Building – Third Floor
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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 1, 2010
Hugh Quill, *Director*
Ohio Department of Administrative Services
by Craig Weise, *State Architect*

Contracting Authority

The University of Akron
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Institutional Designee

David Pierson, RA, Director
Architectural Services and Capital Planning

MODIFICATIONS TO GENERAL CONDITIONS

Insert subparagraphs 1.2.7 and 1.2.7.1 as follows:

1.2.7 Use of Name

- .1 The Contractor shall not advertise the fact that it has contracted with The University of Akron, 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.

Insert subparagraph 2.1.3.4 as follows:

- .4 The Contractor's cutting and patching shall be performed by Persons skilled in the types of work involved. The Contractor shall 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 Akron Campus:
 - .1 The Contractor shall not proceed with any Work until marking of utilities owned by the University of Akron (the “University”) is completed. The Contractor shall mail its request for such marking on the University’s Akron campus to Physical Facilities Operation Center, Attention: Associate Director of Maintenance & Operation, Akron Ohio 44325-0401 or fax to 330.972.5768 or call with questions at 330.972.6151. In such request, the Contractor shall clearly identify the areas to be marked and acknowledge acceptance of being billed for this service. The Contractor shall also 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. The utilities will be marked within 72 hours of the acknowledgement of the request by the University, excluding weekends and University holidays. All costs for such marking shall be borne solely by the Contractor.
- .3 Regional Campuses:
 - .1 If the Contractor is performing Work on the University’s regional campuses, the Contractor shall coordinate with the regional campus facility manager on matters of utility protection and marking.
- .4 Off Campus Facilities:
 - .1 If the Contractor is performing Work on facilities not contiguous to a University campus, the Contractor 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, 2.5.8.2, and 2.5.8.2.1 as follows:

- 2.5.8 Hardware:
 - .1 Akron Campus:
 - .1 The Contractor responsible for hardware (“Hardware Contractor”) shall provide all permanent interchangeable lock cores and keys for the Project. The Hardware Contractor shall require its hardware manufacturer to contact University Locking Systems, at 330.972.8527, to coordinate and develop the permanent interchangeable lock cores and keying schedule. Cost of coordination, keys, and cores shall be included in the Hardware Contractor’s bid.
 - .2 Regional Campuses:
 - .1 If the Contractor is performing Work on the University’s regional campuses, the Contractor shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus in a manner similar to the Akron Campus.

Insert subparagraphs 2.7.1.2 and 2.7.1.3 as follows:

- .2 At the preconstruction meeting, the Project Manager, the Contractor, and each Separate Contractor shall determine which plans need to be submitted for University review, comment, and approval.
- .3 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 Contractor and Separate Contractors shall 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 subparagraphs 2.7.6.4 and 2.7.6.5 as follows:

- .4 The Contractor shall provide the A/E with a copy of all MSDS. Upon issuance of the Certification of Contract Completion, the A/E shall forward all 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 business days prior to the Hazardous Material being brought on Site.

Delete subparagraph 2.10.1 in its entirety and replace with the following:

- 2.10.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for:
 - .1 The costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code, including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, or other testing or approval required by Applicable Law.
 - .2 The costs of non-structural tests and special inspections, which are specified in the Contract Documents to verify accuracy of specific portions of the Work, including:
 - .1 HVAC: HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing or approval required by Applicable Law.
 - .2 Electrical: fire alarm, electronic safety and security, or other testing or approval required by Applicable Law.
 - .3 Communications: structured wiring testing, or other testing or approval required by Applicable Law.

Insert subparagraphs 2.12.6, 2.12.6.1, 2.12.6.1.1, 2.12.6.1.2, 2.12.6.2, and 2.12.6.2.1 as follows:

2.12.6 Parking

- .1 Akron Campus:
 - .1 All parking on the University's Akron campus is restricted and controlled by the University's Transportation and Parking Services. The Contractor's employees and Subcontractors shall purchase parking permits from the University's Transportation and Parking Services and shall park cars in areas assigned to them. Parking on streets or in restricted areas is prohibited. Violations shall result in a citation or vehicle impoundment.
 - .2 Prior to commencement of the Work, the Contractor shall report, to the University's Transportation and Parking Services, the approximate number of parking permits which are required for all of the Contractor's employees, including employees of the Contractor's Subcontractors.

.2 Regional Campuses:

- .1 If the Contractor is performing Work on the University's regional campuses, the Contractor 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 Akron Campus:

- .1 The interruption, disconnection, reconnection, reduction, or curtailment of any existing services shall not be undertaken on the University's Akron campus without minimum prior written notice of 4 weeks and shall be coordinated with the Project Manager. Such interruption, disconnection, reconnection, reduction, or curtailment 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 the University's Akron campus.
- .2 Upon issuance of the Notice to Proceed, the Contractor, when involved with a utility shutdown, shall coordinate with the Project Manager for such shutdown. The 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 solely by the Contractor.

2.13.4 Regional Campuses:

- .1 If the Contractor is performing Work on the University's regional campuses, the Contractor shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Insert subparagraph 5.1.5.2.1 as follows:

- .1 Such modified forms may be obtained from the Contracting Authority's Web site: www.uakron.edu (Select Administration / Contractor Pay Applications).

Insert subparagraph 9.5.1.1 as follows:

- .1 The Contractor agrees that all funds required to be retained in accordance with subparagraphs 9.5.1 and 14.6.3 shall be deposited in an escrow account with Key Bank, in Cleveland, Ohio, in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the Contracting Authority, and Key Bank.

Replace subparagraph 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. In accordance with University policy, prompt corrective measures will be taken to stop sexual harassment whenever it occurs in accordance with University policy.

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 the Contractor's negligence. 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, labor, and loss of efficiency.

END OF DOCUMENT