

Document 00 73 00 - Supplementary Conditions (General Contract)

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



Facilities Operations
and Development

<http://fod.osu.edu>

v: 614.292.4458 ▪ f: 614.292.2539

Certifications

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

These Supplementary Conditions are authorized for use on The Ohio State University's Projects by the Ohio Department of Administrative Services:

By: 
Lane J. Beougher, *State Architect*

Date: January 23, 2012

Contracting Authority

The Ohio State University
Facilities Operations and Development
400 Central Classroom Building
2009 Millikin Road
Columbus, Ohio 43210
614-292-4458
614-292-2539
<http://fod.osu.edu>

Institutional Designee

Bernard Costantino, AIA
University Architect

MODIFICATIONS TO GENERAL CONDITIONS

Insert Section 2.1.5.2.1 as follows:

- .1 Forms for the projects administered by The Ohio State University ("University") are available for download at <http://fod.osu.edu/vendor>.

Insert Section 6.1.3.3 as follows:

6.1.3.3 Cutting and patching shall be done by craftspersons skilled in the type(s) of work involved. Refer to the specifications for detailed cutting and patching procedures.

Insert Sections 6.1.4.2, 6.1.4.3, and 6.1.4.4 as follows:

6.1.4.2 Columbus Campus: The University will not permit any Work to proceed until utility marking of University-owned utilities has been completed. The Contractor shall mail or fax its 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.

6.1.4.3 Regional Campuses: If the Contractor is performing work on a regional campus it shall coordinate with the campus facility manager on matters of utility protection and marking.

6.1.4.4 Off-Campus Facilities: If the Contractor is performing work on facilities not contiguous to a campus it shall coordinate with the appropriate facility manager and local public utilities on matters of utility protection and marking.

Insert Sections 6.4.8 and subordinate Sections as follows:

6.4.8 Hardware.

6.4.8.1 Columbus Campus:

- .1 The Contractor shall be responsible for providing all permanent interchangeable lock cores and keys for the Project. The Contractor or its Subcontractor responsible for hardware (“Hardware Subcontractor”) will be required to contract with the University Lock Shop for the installation of the permanent cores. The Contractor or its Hardware Subcontractor shall 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 Contractor or its Hardware Subcontractor shall also assist the University Lock Shop in developing the appropriate key system. Costs, if any shall be borne by the Contractor.
- .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.

6.4.8.2 Regional Campuses: If the Contractor is performing work on a regional campus it shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus.

Replace Section 6.6.1.1 with the following:

6.6.1.1 The 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 plan. At the preconstruction meeting, the Project Manager and the Contractor will determine which plans need to be submitted for University review, comment, and approval.

Insert Section 6.6.1.2 as follows:

6.6.1.2 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.

Insert Section 6.6.4.3 as follows:

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

Insert Sections 6.6.6.3 and 6.6.6.4 as follows:

6.6.6.3 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 University.

6.6.6.4 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.

Insert Sections 6.9.5.2 and 6.9.5.3 as follows:

6.9.5.2 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 that the Director of Transportation & Parking Services determines necessary due to the street blockage. The Contractor shall also post signs 3 days in advance of any street blockage longer than 2 hours, warning motorists of the date, time, and duration of the planned blockage.

6.9.5.3 The Contractor shall validate with the appropriate University, city, county, or state agency the status of road work impacting traffic flow on, to, and from, campus.

Replace Section 6.9.6.1 with the following:

6.9.6.1 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: 614.293.4988 or 614.292.2800. The University's revised non-smoking policy (Policy #7.20) can be viewed at: <http://hr.osu.edu/policy/policy720.pdf>. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or the Contractor's Subcontractors and Material Suppliers.

Insert Section 6.9.7 and subordinate Sections as follows:

6.9.7 Parking.

6.9.7.1 Columbus Campus:

- .1 All parking on the University's central campus is restricted and controlled by the University's Transportation and Parking Services. Employees of the Contractor 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, the 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 Buckeye Parking Lots, located at Ackerman and Fred Taylor Drive, which does not have a shuttle bus service.
- .5 The West Campus parking lot (south of Lane Ave; west of Kenny Road) is the designated park-and-ride option for construction staff unable to obtain central campus parking.
- .6 Shuttle bus service hours are from 6:00 a.m. to 7:30 a.m. and from 3:30 p.m. to 5:30 p.m. Monday through Friday. Private shuttles, arranged by the Contractor, shall be coordinated with Transportation and Parking Services.
- .7 Due to the extreme lack of parking in some areas of campus, the Contractor and Subcontractors are restricted from parking in pay facilities on the central campus - even if the posted hourly fees are paid.
- .8 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.

6.9.7.2 Regional Campuses: If the Contractor is performing work on a regional campus it shall coordinate with the campus facility manager on matters of parking permits and designated areas.

Insert Sections 6.10.3, 6.10.3.1, 6.10.3.2, and 6.10.4 as follows:

6.10.3 Columbus Campus:

6.10.3.1 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 University's Utilities Division, 614.292.5409. This work may be performed during normal working hours, holidays and weekends or as directed by the Project Manager, but shall always be scheduled to minimize the effect of these shutdowns with other facilities on Campus.

6.10.3.2 The Contractor shall, at the beginning of the Contract Time, coordinate with the University's Utilities Division for this work. 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 by the Contractor.

6.10.4 Regional Campuses: If the Contractor is performing work on a regional campuses it shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Replace Section 7.8.2.1 with the following:

7.8.2.1 The Contractor shall 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 principal place of business. If the Contractor's principal place of business is not in Columbus, Ohio, the Contractor shall make its records available at the Site within 48 hours of a request for the records.

Insert Section 9.5.1.1 as follows:

9.5.1.1 The 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.

Insert Section 12.7.6 and subordinate Sections as follows:

12.7.6 A list of University holidays is available at <http://controller.osu.edu/pay/pay-holidays.shtm>.

Insert Article 13 with associated Sections as follows in its entirety:

ARTICLE 13 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS

13.1 Sexual Harassment

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

13.2 Use of Name

13.2.1 The Contractor shall not advertise the fact that it has contracted with The Ohio State University, 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 Administration and Planning.

13.3 False Fire Alarms

13.3.1 As Liquidated Damages, and not as a penalty, the Contractor acknowledges and agrees that the University 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 University'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