

Document 00 73 00 - Supplementary Conditions

Bowling Green State University
Office of Design & Construction
1008 Administration Building, Bowling Green, Ohio 43402

BGSU
Bowling Green State University

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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: June 19, 2008
Hugh Quill, *Director*
Ohio Department of Administrative Services
by Craig Weise, AIA, *State Architect*

Contracting Authority

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Institutional Designee

Jim McArthur
Director of Design & Construction / University Architect

MODIFICATIONS TO GENERAL CONDITIONS

Add subparagraphs 2.1.4.2, 2.1.4.3, and 2.1.4.3.1 as follows:

- .2 Prior to starting the Work, the Contractor shall contact the University Grounds Department, at 419.372.7650, to have irrigation system controls, sprinkler heads and lines located. The Contractor shall coordinate the Work with the University Grounds Department to ensure irrigation systems will not be damaged during performance of the Work.
- .3 The Contractor shall repair or replace, at the University's sole discretion and without any adjustment of the Contract Sum, any portion of the irrigation system the Contractor damaged. Such repair or replacement shall be performed by a contractor approved in writing by the University.
 - .1 The University shall inspect all Work prior to backfilling.

Add subparagraph 2.1.9 as follows:

- 2.1.9 Removal and disposal of doors and hardware shall be coordinated with the University Lock Shop, at 419.372.7661. Removed doors, hardware and accessories shall remain the University's property and shall be returned by the responsible Contractor to the University Lock Shop, at the University's sole option. Should the University, in its sole discretion, reject any such doors or hardware, the Contractor shall dispose of them off Site and in accordance with Applicable Law.

Add subparagraphs 2.5.4, 2.5.5, and 2.5.6 as follows:

- 2.5.4 The Contractor shall be responsible for receiving and storage of materials for the Work. The Owner shall not receive any of the Contractor's deliveries.
- 2.5.5 Storage of construction equipment, tools, supplies, and materials shall be within the confines of the Site, as approved by the Project Manager.
- 2.5.6 Debris-free top soil shall be retained by the University at its option, and delivered by the responsible Contractor to a location determined by the University Grounds Department, 419.372.7650. Should the University, in its sole discretion, reject any such top soil, the responsible Contractor shall dispose of them off Site and in accordance with Applicable Law.

Add subparagraphs 2.8.1.3, 2.8.1.4, 2.8.1.5, and 2.8.1.6 as follows:

- .3 The Lead Contractor's responsibility for sanitary facilities may be met by providing temporary portable units, using facilities off University property, or on University property designated by the Project Manager.
- .4 If a University building is designated for use by the Contractor, the Contractor shall maintain and keep clean the facility and the path to the facility.
- .5 University buildings shall not be entered to use restroom facilities without prior authorization of the Project Manager.
- .6 The Contractor shall maintain temporary facilities and controls as long as needed for the safe and proper completion of the Work. The Contractor shall remove temporary facilities and controls as rapidly as progress of the Work permits or directed by the A/E.

Replace subparagraphs 2.8.3.4.2 and 2.8.3.4.3 with the following:

- .2 The Owner shall furnish and pay for temporary water required for the Work from an existing building source. The Contractor shall provide hoses and other items required for safe and proper use of temporary water and shall utilize reasonable amounts of such water.
- .3 The Owner may, in its sole discretion, regulate the Contractor's use of temporary water.

Delete subparagraph 2.8.3.5.

Replace subparagraphs 2.8.4.2, 2.8.4.3, and 2.8.4.4 with the following:

- .2 The Owner shall furnish and pay for temporary electricity required for the Work (other than for temporary heating) from an existing building source. The Contractor shall provide extension cords and other items required for safe and proper use of temporary electricity, and shall not utilize unreasonable amounts of such electricity.
- .3 The Owner may, in its sole discretion, regulate the Contractor's use of temporary electricity.
- .4 University supplied electricity shall not be used for temporary heating.

Add subparagraphs 2.8.6, 2.8.6.1, 2.8.6.2, and 2.8.6.3 as follows:

2.8.6 Telephone Service:

- .1 The Contractor is responsible for supplying their own telephones. Cellular phones are permissible if the service is provided for the duration of the Project. The Contractor's superintendent and foreman shall be able to be contacted by phone during any hour of the work day.
- .2 If a cellular phone service is not utilized, as soon as possible after Work is started, the Contractor shall install at least one telephone in the field office on Site and pay regular service charges for same as long as required; toll charges shall be paid by the party incurring them.
- .3 If a field office is utilized, the Contractor shall install therein one telephone/data line, a computer, a 56K (minimum) modem (or appropriate modem for the data line) and a printer. The Contractor shall contract with an internet provider so that Project-related e-mails and files may be sent and received electronically in the field office.

Add subparagraphs 2.11.1.1, 2.11.1.2, 2.11.1.3, and 2.11.1.4 as follows:

- .1 Campus trash receptacles shall not be used by the Contractor.
- .2 The location for the Lead Contractor's dumpster shall be established by the Project Manager. The Lead Contractor shall maintain and keep this location clean for the duration of the Project.
- .3 Recyclable materials shall be retained by the University at its option. The Contractor responsible for removal shall deposit metal in a University provided receptacle. The Contractor shall cut material so that it does not protrude above the dumpster rim more than 2 feet. Metal debris shall not protrude over the dumpster edges.
- .4 Removed turf and plants shall be taken off University property by the Contractor.

Add subparagraphs 2.17.3, and 2.17.3.1 as follows:

- 2.17.3 Connection to existing utilities shall be made at times suitable to the University and as scheduled through the Project Manager. Contractors may be required to make these connections at times outside normal working hours with no adjustment to the Contract Sum. The Contractor shall give the University a minimum of two weeks notice for utility outages.
- .1 The Contractor shall make appropriate arrangements with the University's Facilities Services (phone: 419.372.2251) regarding locations and time periods for making such connections.

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.

In subparagraph 11.2.1.5, delete the last sentence, which states; “The Owner may recover the amount of the Builder’s Risk policy deductible for any losses caused by the Contractor.”

Delete subparagraph 11.2.1.11 in its entirety.

Delete subparagraph 11.2.1.12 in its entirety.

Add subparagraph 14.1.3.3.1 as follows:

- .1 Bowling Green State University (the “University”) may, in its sole discretion, reject any Contractor, Subcontractor or Material Supplier based on poor performance on past projects. Contractors shall exercise due diligence to check all references of their Subcontractors and Material Suppliers on similar jobs, including work or services at the University.

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

- .1 The University reserves the right for immediate removal of any employee of the Contractor and its Subcontractors or Material Suppliers accused of such activities.

15.2 Smoking and Tobacco

15.2.1 All University buildings are smoke free. Smoking will not be permitted in any indoor area. 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.

15.3 Work Hours

- 15.3.1 Work, cleaning, and deliveries at the Site shall occur from 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved in writing by the Project Manager.
- 15.3.2 No cutting, grinding, drilling, coring, hammering, fastening or the use of powder actuated or pneumatic tools shall occur before 10:00 a.m. in or around residence halls when school is in session without prior written approval from the University’s Office of Residence Life.

15.4 Use of Premises

- 15.4.1 Use of University facilities, buildings, cafeterias, outdoor seating areas, equipment or furniture, and other University amenities are restricted from use by contractors without prior written approval by the Project Manager.
- 15.4.2 Access to and from the Site for deliveries of construction materials, equipment and construction personnel shall be along existing drives only. The Contractor shall make final access arrangements with the Project Manager prior to beginning Work.
- 15.4.3 Upon the Project Manager’s prior written approval, the Contractor may provide trailers on the Site, at a location designated by the Project Manager.
- 15.4.4 Contractor delivery vehicles must be unloaded at campus roadways rated for the delivery vehicle.
- 15.4.5 Tunnel tops or existing walks shall not be used as working platforms or as vehicle access, except as designated by the Project Manager.

- 15.4.6 Non-rubber-tired vehicles and equipment shall not use access drives or roads.
- 15.4.7 Trucks and other vehicles leaving the Site shall be loaded as to prevent spillage of material. The Contractor shall maintain cleanliness of debris hauling routes.
- 15.4.8 Any damage to walks, pavement, or landscaped area (e.g., lawns, planting beds) shall be repaired by the Contractor to comply with the University's specifications.

15.5 Traffic Maintenance and Control

- 15.5.1 Existing campus roadways shall not be used for parking or material and equipment storage.
- 15.5.2 The Contractor shall maintain vehicular access to and from delivery loading docks for the duration of the Project.
- 15.5.3 Whenever the Contractor's Work affects public vehicular or pedestrian traffic, the Contractor shall install and maintain traffic control devices as deemed necessary by the authority having jurisdiction over such devices.

15.6 Parking

- 15.6.1 Asphalt parking areas shall be used for car and light truck (pick-up) parking only, except as directed by the Project Manager.
- 15.6.2 At no time shall delivery vehicles circulate over, or park at, car parking areas, except as designated by the Project Manager.
- 15.6.3 The Contractor, its Subcontractors and Material Suppliers shall not park any vehicle, trailer, or object bearing its company name or product logo on any parking lot, street, or right-of-way facing, serving, or visible from I-75 or Wooster and Thurstin Streets. The Project Manager and the University's Office of Parking & Traffic reserve the right to determine or otherwise change the location of parking arrangements..

15.7 Fire Prevention

- 15.7.1 The Contractor shall provide fire protection equipment during the Contract Time.
- 15.7.2 Smoke detectors shall be covered as needed in the area of the Contractor's Work. The Contractor shall be aware of adjacencies, corridors, open windows, air intakes, dust flow, prevailing winds, etc. that may impact smoke and dust detection, and shall ensure that affected devices are appropriately covered. Such devices shall be appropriately covered if their ability to detect is prevented by such covering.
 - .1 The Contractor shall coordinate covering smoke detectors with University Environmental Health & Safety (phone: 419.372.2171), Bowling Green Fire Department (phone: 419.352.3106), and the Project Manager.
 - .2 The Contractor shall remove smoke detector covers at the end of each work day.

END OF DOCUMENT