

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

Capital Planning and Facilities Management
Lincoln Building – Third Floor
Akron, Ohio 44325-0405



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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 16, 2008
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 2.1.3.4 and 2.1.3.5 as follows:

- .4 The Contractor's cutting and patching shall be performed by Persons skilled in the type(s) 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 area(s) 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 2.5.4, 2.5.4.1, 2.5.4.1.1, 2.5.4.2, and 2.5.4.2.1 as follows:

2.5.4 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 contract with the University Lock Shop for the installation of the permanent cores. The Hardware Contractor shall contact the University Lock Shop, (330) 972-8527, which will develop the keys and cores into the key system designated by the user or users of that building. The Hardware Contractor shall also assist the University Lock Shop in developing the appropriate key system. Costs, if any shall be borne solely by the Hardware Contractor.

.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.

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 The 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 University's safety plans. At the preconstruction meeting, the Contracting Authority, the Contractor, and each Separate Contractor shall determine which plans need to be submitted for University review, comment and approval.

.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 Contractor and Separate Contractors shall coordinate safety items between, or among, themselves.

Insert subparagraphs 2.7.4.1, 2.7.4.2, and 2.7.4.3 as follows:

- .1 The Contractor shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. Upon issuance of the Notice to Proceed and before beginning any Work, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives and cleaners.
- .2 The Contractor shall acquaint itself with the University's established fire alarm procedures and the location of fire warning and extinguishing or control devices.
- .3 The Contractor shall furnish a minimum of 1 fire extinguisher, which shall be within the immediate areas of the Work at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

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 2.8.1.2.3.

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.

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

- 2.10.1 The A/E shall apply for, secure and pay for the costs of testing and special inspections, including:
- .1 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 Non-structural tests and special inspections which are specified in the contract documents to verify accuracy of specific portions of contractors work including:
 - .1 HVAC testing; HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing or approval required by Applicable Law.
 - .2 Electrical testing; fire alarm, electronic safety and security, or other testing or approval required by Applicable Law.
 - .3 Communication testing; Structured wiring testing, or other testing or approval required by Applicable Law.

Delete subparagraph 2.11.1 in its entirety and replace with the following:

- 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.

Insert subparagraphs 2.17.3, 2.17.3.1, 2.17.3.2, 2.17.4, and 2.17.4.1 as follows:

2.17.3 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.

2.17.4 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 2.21.2 as follows:

- .2 No certificate of payment, no provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of Defective Work or relieve the Contractor of liability with respect to any express or implied warranties or responsibility for faulty materials or workmanship.

Insert subparagraph 5.1.5.2 as follows:

- .2 The Contractor shall not alter, modify, or in any way change any form supplied by the Contracting Authority or by the Department. Forms are available for downloading from: www.uakron.edu (Select Administration / Contractor Pay Applications)

Insert subparagraph 7.8.2.1 as follows:

- .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 Akron, Ohio, the Contractor shall make such records available at the Site within 48 hours of a request for the records.

Delete subparagraph 9.5.1 in its entirety and replace with the following:

- 9.5.1 All funds retained for the faithful performance of the Work, in accordance with subparagraph 9.3.1, or withheld pursuant to mechanic's liens, 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.

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.

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.

15.2 Smoking and Tobacco

- 15.2.1 All University buildings are smoke free. Smoking is not permitted in any indoor area on University grounds.

15.3 Use of Name

15.3.1 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.

15.4 Use of Premises

15.4.1 The Contractor shall use corridors, stairs and elevators as designated by the Contracting Authority. Extreme care shall be exercised to not exceed the carrying capacity of elevators, nor to damage the cab interior in any way.

15.4.2 Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work shall not be permitted.

15.4.3 The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by Applicable Law, permits and the directions of the A/E or the Project Manager. If possible, materials and equipment shall be installed in their final positions when brought to the Site. Short-term storage of equipment shall be scheduled by the Project Manager.

15.4.4 No signs or advertising of any kind shall be permitted on, or about, the Site, except those appearing on trucks and trailers.

15.4.5 Site Logistics Plan:

- .1 The Construction Manager shall prepare, in coordination with the Contractor and all Separate Contractors, a plan of the Site indicating how the Contractors intend to use the Site. The plan should illustrate, for example, areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations.
- .2 The Contractor shall not use University streets for any purpose not previously approved by the University's Department of Capital Planning. 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 the University's Department of Capital Planning 5 days in advance of the date when the unloading is required. The Contractor shall be solely responsible for any costs incurred for 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.

15.4.6 The Contractor shall validate with the appropriate University, City, County, or State agency as to the status of road work impacting traffic flow on, to, and from, the University's campus.

15.5 Parking

15.5.1 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.

15.5.2 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.

15.6 Vibration, Noise, and Dust Control

15.6.1 When performing Work in occupied buildings, the Contractor shall provide vibrations, noise and dust control. The Contractor responsible for creating dust shall install dust barriers as required by the construction operations.

15.6.2 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 Project Manager may limit or stop the continuation of Work if proper air quality standards are not maintained.

15.6.3 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. In such circumstances, week-end or overtime work, if required, shall be performed at no additional cost. Permission to perform Work during hours that are not standard shall be received from the Contracting Authority prior to the occurrence. Weekend and overtime work shall be reflected in the Construction Progress Schedule.

15.6.4 Vibration control and control of transmission of noise are the sole responsibility of the Contractor whose operations are creating the conditions. The four principal considerations which shall be given to noise and vibration control are:

- .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.
- .2 Noise control shall be 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.
- .3 Vibration control shall limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- .4 Vibration control shall provide for maximum usefulness of the facility by keeping levels of vibration within ranges which are conducive to study and work or other uses for which the facility is designed.

15.7 False Fire Alarms

15.7.1 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, manpower, and loss of efficiency.

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