

Document 00 73 00 - Supplementary Conditions (DRC CM at Risk)

State of Ohio Standard Requirements for Public Facility Construction

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, by the Ohio Facilities Construction Commission, for use on projects constructed by the Ohio Facilities Construction Commission for the Ohio Department of Rehabilitation and Correction.

Contracting Authority

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MODIFICATIONS TO GENERAL CONDITIONS

Insert Section 1.9.2 and subordinate sections as follows:

1.9.2 Institutional Regulations.

1.9.2.1 The CM, its Subcontractors, and the employees of each shall comply with the Institutional Regulations adopted by the managing officer of the facility, a copy of which is published immediately following these Supplementary Conditions.

1.9.2.2 Failure of an employee to comply with the Institutional Regulations may result in the Contracting Authority requesting dismissal of the employee in accordance with **Section 6.12.2**.

Insert Section 5.2.1.1 as follows:

5.2.1.1 The organizational meeting may be a separate meeting from the organizational meeting held at the commencement of the A/E's Services.

Replace Section 5.2.2.7.1 with the following:

- .1 Unless the parties agree otherwise, there will be one GMP Amendment and one GMP Proposal and Amendment process, which will commence upon completion of the Design Development Stage.

Replace Sections 5.2.2.8 and 5.2.2.9 with the following:

5.2.2.8 review and reach agreement on the scope and timing of the A/E's deliverables and other information the CM needs to properly prepare its proposed GMP Amendment(s) and to solicit Bids for the Work;

5.2.2.9 review and reach agreement on timing and sequencing requirements for the A/E and CM's deliverables and related review and revision periods;

Replace Sections 5.2.2.10 and 5.2.2.11 with the following:

5.2.2.10 review and reach agreement on the structure and format of the Design Development Estimate; and

5.2.2.11 review and reach agreement on the content of the Basis Documents.

- .1 The minimum content for Basis Documents will be the **A/E Minimum Stage Submission Requirements**, attached to the **Architect/Engineer Agreement** as **Exhibit C**, for the Design Development Stage.
- .2 Those Basis Documents may be revised and developed further throughout the GMP Proposal and Amendment process, but will not be developed to the level of Construction Documents.

Delete Section 5.3 and its subordinate sections in their entirety.

Replace Section 5.4.1 with the following:

5.4.1 Commencement. Unless the Contracting Authority agrees otherwise in writing, the Schematic Design Stage will begin upon completion of the activities described in **Section 5.2**.

Replace Section 5.4.2.4 with the following:

5.4.2.4 review and provide comments to the A/E's development of the Schematic Design Documents;

Replace Sections 5.4.4.2 and 5.4.4.3 with the following:

5.4.4.2 On or before the date identified in the Project Schedule but no later than 10 days after receiving the provisional Schematic Design Documents, the CM shall review the documents in detail. At the completion of that review, the CM shall provide a written "Opinion of Document Characteristics" to the Contracting Authority and Owner, and send a copy of the Opinion to the A/E.

5.4.4.3 Through that Opinion, the CM shall document the CM's opinion of the provisional Schematic Design Documents in terms of the **A/E Minimum Stage Submission Requirements**. The Opinion shall individually address each of the following topics at a minimum:

Replace Section 5.4.5.2.2 with the following:

- .2 For any Work that is not subject to an executed GMP Amendment at the time of the CM's Schematic Design Stage Submission, the CM shall include a reasonable anticipated cost range for design development/refinement and price escalation, and line items for the estimated CM's Fee and CM's Contingency.

Insert Section 5.5.3.1.1 with the following:

- .1 The A/E shall prepare and submit the Design Intent Statement as part of the provisional Design Development documents submission.

Replace Sections 5.5.3.2 and 5.5.3.3 with the following:

5.5.3.2 On or before the date identified in the Project Schedule but no later than 10 days after receiving the provisional Design Development Documents, the CM shall review the documents in detail. At the completion of that review, the CM shall provide a written "Opinion of Document Characteristics" to the Contracting Authority and Owner, and send a copy of the Opinion to the A/E.

5.5.3.3 Through that Opinion, the CM shall document the CM's opinion of the provisional Design Development Documents in terms of the **A/E Minimum Stage Submission Requirements**. The Opinion shall individually address each of the following topics at a minimum:

Replace Section 5.5.4.1 with the following:

5.5.4.1 On or before the date identified in the Project Schedule but no later than 14 days after completion of the activities described under **Section 5.5.3**, and on the basis of the provisional Design Development Documents and other Owner-provided information, the CM shall prepare the following documents and submit them to the Contracting Authority, Owner, and A/E:

Replace Sections 5.5.4.2.2 and 5.5.4.2.3 with the following:

- .2 For any Work that is not subject to an executed GMP Amendment at the time of the CM's Design Development Stage Submission, the CM shall include a reasonable anticipated cost range for design development/refinement and price escalation, and line items for the estimated CM's Fee and CM's Contingency.
- .3 If the Design Development Estimate exceeds the Construction Budget or varies from the A/E's design development estimate of the Construction Cost, the CM shall immediately work with the A/E to develop viable proposals to reconcile the estimates with each other and the Construction Budget. The CM will present those proposals as an addendum to its Design Development Stage Submission.

Delete Section 5.6 and its subordinate sections in their entirety.

Replace Section 5.7.1 with the following:

5.7.1 Commencement. Unless the Contracting Authority agrees otherwise in writing, the GMP Proposal and Amendment process will begin upon completion of the activities described in **Section 5.5**.

Delete Section 5.7.3 in its entirety.

Replace Sections 5.7.4 through 5.7.5 with the following:

5.7.4 If the GMP Proposal and Amendment process takes place before the completion of the Design Development Stage for the associated Work:

5.7.4.1 within 14 days after commencement of the GMP Proposal and Amendment process, the A/E shall prepare and submit the Design Intent Statement to the Contracting Authority, Owner, and CM; and

5.7.4.2 within 14 days after receiving the Design Intent Statement, the CM shall prepare and submit the GMP Proposal to the Contracting Authority and Owner, and send a copy of it to the A/E.

5.7.5 If the GMP Proposal and Amendment process takes place after completion of the Design Development Stage for the associated Work, on or before the date identified in the Project Schedule but no later than 14 days after completion of the Design Development Stage, the CM shall prepare and submit the GMP Proposal to the Contracting Authority and Owner, and send a copy of it to the A/E.

Delete Sections 5.7.12 and 5.7.12.1 in their entirety.

Replace Section 5.8.1.1 with the following:

5.8.1.1 The A/E shall secure the required structural, plumbing, HVAC, and electrical plan approvals upon completion of the Design Development Stage.

Insert Section 6.15.4.2 as follows:

6.15.4.2 The CM shall provide a dumpster or other trash container of adequate size for use by the CM and its Subcontractors. Dumpster rental and tipping fees shall be paid by the CM.

Insert Section 9.2.9.2.10 as follows:

- .10** With each CM Payment Request, the CM shall provide **(1)** a list of Subcontractors and Material Suppliers showing their respective original contract amount, amount paid, and amount due, beginning with the second CM Payment Request and **(2)** 2 copies of lien releases from Subcontractors and Material Suppliers stating payments from previous CM Payment Requests.

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