

Document 00 73 00 - Supplementary Conditions (BGSU CM at Risk Contract)

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 and for Bowling Green State University.

Contracting Authority

Bowling Green State University
Office of Design & Construction
1008 Administration Building
Bowling Green, Ohio 43402
Phone: 419.372.2511
Fax: 419.372.2513
www.bgsu.edu/offices/architect

Institutional Designee

Barbara Shergalis
Director / University Architect

MODIFICATIONS TO GENERAL CONDITIONS

Insert Section 4.5.5.1 as follows:

4.5.5.1 The University may, in its sole discretion, reject any Subcontractor or Material Supplier based on poor performance on past projects. The CM shall check references of its proposed Subcontractors and Material Suppliers on similar jobs, including work or services at the University.

Insert Sections 6.2.10.1 and 6.2.10.2 as follows:

6.2.10.1 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.

6.2.10.2 No cutting, grinding, drilling, coring, hammering, fastening or 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.

Insert Sections 6.3.4.2 and 6.3.4.3 as follows:

6.3.4.2 Prior to starting the Work, the CM shall contact the University Grounds Department, at 419.372.7650, to have irrigation system controls, sprinkler heads and lines located. The CM shall coordinate the Work with the University Grounds Department to ensure irrigation systems will not be damaged during performance of the Work.

6.3.4.3 The CM 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 CM damaged. Such repair or replacement shall be performed by a contractor approved in writing by the University.

Insert Sections 6.10.1.1.1 and 6.10.1.1.2 as follows:

- .1 The CM shall be responsible for receiving and storage of materials for the Work. The Owner will not receive any of the CM's deliveries.
- .2 Storage of construction equipment, tools, supplies, and materials shall be within the confines of the Site, as approved by the Project Manager.

Insert Sections 6.10.1.2.1 and 6.10.1.2.2 as follows:

- .1 Debris-free topsoil shall be retained by the University at its option, and delivered by the CM to a location determined by the University Grounds Department, which can be reached at 419.372.7650. Should the University, in its sole discretion, reject any such topsoil, the responsible CM shall dispose of it offsite and in accordance with Applicable Law.
- .2 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 CM 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 CM shall dispose of them offsite and in accordance with Applicable Law.

Insert Section 6.13.7 and subordinate Sections as follows:

6.13.7 Fire Prevention.

6.13.7.1 The CM shall provide fire protection equipment during the Contract Times.

6.13.7.2 Smoke detectors shall be covered as needed in the area of the CM's Work. The CM 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 CM shall coordinate covering smoke detectors with University Environmental Health & Safety (phone: 419.372.2171), the Bowling Green Fire Department (phone: 419.352.3106), and the Project Manager.
- .2 The CM shall remove smoke detector covers at the end of each work day.

Insert Sections 6.14.1.2.4, 6.14.1.2.5, 6.14.1.2.6, and 6.14.1.2.7 as follows:

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

Replace Sections 6.14.3.4.2 and 6.14.3.4.3 with the following:

- .2 The Owner shall furnish and pay for temporary water required for the Work from an existing building source. The CM 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 CM's use of temporary water.

Insert Section 6.14.3.4.4 as follows:

- .4 Use of hydrants shall be coordinated with the City of Bowling Green, Department of Water & Sewer (phone: 419.354.6277). Backflow preventers and meters are typically required.

Replace Sections 6.14.4.2, 6.14.4.3, and 6.14.4.4 with the following:

6.14.4.2 The Owner shall furnish and pay for temporary electricity required for the Work (other than for temporary heating) from an existing building source. The CM 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.

6.14.4.3 The Owner may, in its sole discretion, regulate the CM's use of temporary electricity.

6.14.4.4 University-supplied electricity shall not be used for temporary heating.

Insert Section 6.14.6 and subordinate Sections as follows:

6.14.6 Telephone Service.

6.14.6.1 The CM is responsible for supplying its own telephones. Cellular phones are permissible if the service is provided for the duration of the Project. The CM's superintendent and foreman shall be available by phone during any hour of the work day.

6.14.6.2 If a cellular phone service is not utilized, as soon as possible after Work is started, the CM shall install at least one telephone in the field office on Site and pay regular service charges for as long as required; toll charges shall be paid by the party incurring them.

6.14.6.3 If a field office is utilized, the CM shall install therein one telephone/data line, a computer, a 56K (minimum) modem (or appropriate modem for the data line) and a printer. The CM shall contract with an internet provider so that Project-related e-mails and electronic files may be sent and received in the field office.

Insert Section 6.15.1.1 as follows:

6.15.1.1 Campus trash receptacles shall not be used by the CM.

Insert Section 6.15.3.1 as follows:

6.15.3.1 The location for the CM's dumpster shall be established by the Project Manager. The CM shall maintain and keep this location clean for the duration of the Project.

Insert Sections 6.15.4.2, 6.15.4.3, and 6.15.4.4 as follows:

6.15.4.2 For selective demolition, non-hazardous recyclable materials shall be retained by the University at its option. The CM shall deposit recyclable materials in a University provided receptacle. The CM shall ensure material does not protrude above the dumpster rim more than 2 feet. Debris shall not protrude over the dumpster edges. This Section 6.15.4.2 does not apply to demolition of buildings.

6.15.4.3 For non-hazardous recyclable materials not claimed by the University, the CM shall provide copies of scrap receipts showing location, date, type and weight of material recycled. This Section 6.15.4.3 applies to demolition of buildings and selective demolition.

6.15.4.4 Removed turf and plants shall be taken off University property by the CM.

Insert Section 6.16.1.1 as follows:

6.16.1.1 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.

Insert Section 6.16.3.1 as follows:

6.16.3.1 Upon the Project Manager's prior written approval, the CM may provide trailers on the Site, at a location designated by the Project Manager.

Replace Section 6.16.5.1 with the following:

6.16.5.1 All University buildings are smoke free. Smoking will not be permitted in any indoor area. Outside smoking shall be restricted to 35 feet beyond University owned and leased buildings on all University owned and leased property.

Insert Section 6.16.6 and subordinate Sections as follows:

6.16.6 Parking.

6.16.6.1 The CM shall purchase parking passes to park in designated lots for the duration of the Project.

6.16.6.2 Asphalt parking areas shall be used for car and light truck (pick-up) parking only, except as directed by the Project Manager.

6.16.6.3 At no time shall delivery vehicles circulate over or park at car parking areas, except as designated by the Project Manager.

6.16.6.4 The CM, 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.

Insert Section 6.16.7 and subordinate Sections as follows:

6.16.7 Traffic Maintenance and Control.

6.16.7.1 Existing campus roadways shall not be used for parking or material and equipment storage.

6.16.7.2 The CM shall maintain vehicular access to and from delivery loading docks for the duration of the Project.

6.16.7.3 Whenever the CM's Work affects public vehicular or pedestrian traffic, the CM shall install and maintain traffic control devices as deemed necessary by the authority having jurisdiction over such devices.

6.16.7.4 Access to and from the Site for deliveries of construction materials, equipment and construction personnel shall be along existing drives only. The CM shall make final access arrangements with the Project Manager prior to beginning Work.

6.16.7.5 CM delivery vehicles must be unloaded at campus roadways rated for the delivery vehicle.

6.16.7.6 Tunnel tops or existing walks shall not be used as working platforms or as vehicle access, except as designated by the Project Manager.

6.16.7.7 Non-rubber-tired vehicles and equipment shall not use access drives or roads.

6.16.7.8 Trucks and other vehicles leaving the Site shall be loaded as to prevent spillage of material. The CM shall maintain cleanliness of debris hauling routes.

6.16.7.9 Any damage to walks, pavement, or landscaped areas (e.g., lawns, planting beds) shall be repaired by the CM to comply with the University's specifications.

Insert Sections 6.17.3 and 6.17.3.1 as follows:

6.17.3 Connection to existing utilities shall be made at times suitable to the University and as scheduled through the Project Manager. The CM may be required to make these connections at times outside normal working hours with no adjustment to the Contract Sum. The CM shall give the University a minimum of two weeks' notice for utility outages.

6.17.3.1 The CM shall make appropriate arrangements with Campus Operations (phone: 419.372.2251) regarding locations and time periods for making such connections.

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 CM and its Subcontractors are hereby notified that, in accordance with University policy, prompt corrective measures will be taken to stop sexual harassment whenever it occurs.

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

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