

Document 00 73 00 - Supplementary Conditions (Multiple-Prime 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 the University of Akron.

Owner and Contracting Authority

The University of Akron
Capital Planning and Facilities Management
Lincoln Building – Third Floor
Akron, Ohio 44325-0405
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Institutional Designee

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Director, Capital Planning & Facilities Management

MODIFICATIONS TO GENERAL CONDITIONS

Insert Section 6.3.3.3 as follows:

6.3.3.3 The Contractor's cutting and patching shall be performed by Persons skilled in the types of work involved. The Contractor shall refer to the Specifications for detailed cutting and patching procedures.

Insert Sections 6.3.4.2, 6.3.4.3, and 6.3.4.4 as follows:

6.3.4.2 Akron Campus: 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 areas 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.

6.3.4.3 Regional Campuses: 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.

6.3.4.4 Off-Campus Facilities: 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 Sections 6.12.8 and subordinate Sections as follows:

6.12.8 Hardware.

6.12.8.1 Akron Campus: The Contractor responsible for hardware (“Hardware Contractor”) shall provide all permanent interchangeable lock cores and keys for the Project. The Hardware Contractor shall require its hardware manufacturer to contact University Locking Systems, at 330.972.8527, to coordinate and develop the permanent interchangeable lock cores and keying schedule. Cost of coordination, keys, and cores shall be included in the Hardware Contractor’s bid.

6.12.8.2 Regional Campuses: 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 in a manner similar to the Akron Campus.

Insert Sections 6.14.1.2 and 6.14.1.3 as follows:

6.14.1.2 At the preconstruction meeting, the Project Manager, the Contractor, and each Separate Contractor shall determine which plans need to be submitted for University review, comment, and approval.

6.14.1.3 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 Section 6.14.4.3 as follows:

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

Insert Sections 6.14.6.4 and 6.14.6.5 as follows:

6.14.6.4 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 University.

6.14.6.5 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.

Replace Section 3.3.1 with the following:

3.3.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for:

3.3.1.1 The costs of 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.

3.3.1.2 The costs of non-structural tests and special inspections, which are specified in the Contract Documents to verify accuracy of specific portions of the Work, including:

- 1 HVAC: HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing or approval required by Applicable Law.
- 2 Electrical: fire alarm, electronic safety and security, or other testing or approval required by Applicable Law.
- 3 Communications: structured wiring testing, or other testing or approval required by Applicable Law.

Insert Section 6.17.7 and subordinate Sections as follows:

6.17.7 Parking.

6.17.7.1 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.

6.17.7.2 Regional Campuses: 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.

Insert Sections 6.18.3, 6.18.3.1, 6.18.3.2, and 6.18.4 as follows:

6.18.3 Akron Campus:

6.18.3.1 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 University, but shall always be scheduled to minimize the effect of these shutdowns with other facilities on the University's Akron campus.

6.18.3.2 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.

6.18.4 Regional Campuses: 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 Section 9.7.1.1 as follows:

9.7.1.1 The Contractor agrees that all funds required to be retained 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 University, and Key Bank.

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. In accordance with University policy, 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 University of Akron, 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.

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 the Contractor's negligence. This amount reflects the University's actual costs incurred in dealing with these false alarms, including, but not limited to, the costs of transportation, labor, and loss of efficiency.

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