

Document 00 73 00 - Supplementary Conditions (Design-Build Project)

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 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
330.972.8316 phone
330.952.5838 fax
www.uakron.edu

Institutional Designee

Stephen Myers, NCARB, LEED AP BD+C
Director, Architecture & Design

MODIFICATIONS TO GENERAL CONDITIONS

Replace Section 1.11.1 with the following:

1.11.1 Unless otherwise specified in the Contract Documents, the DB shall apply for, secure, and pay for:

1.11.1.1 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.

1.11.1.2 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 6.3.3.3 as follows:

6.3.3.3 The DB's cutting and patching shall be performed by Persons skilled in the types of work involved. The DB 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 DB shall not proceed with any Work until marking of utilities owned by the University of Akron (the "University") is completed. The DB 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 DB shall clearly identify the areas to be marked and acknowledge acceptance of being billed for this service. The DB shall also provide: **(1)** the Project number and name; **(2)** the DB'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 DB.

6.3.4.3 Regional Campuses: If the DB is performing Work on the University's regional campuses, the DB shall coordinate with the regional campus facility manager on matters of utility protection and marking.

6.3.4.4 Off-Campus Facilities: If the DB is performing Work on facilities not contiguous to a University campus, the DB shall coordinate with the appropriate facility manager and local public utilities on matters of utility protection and marking.

Insert Sections 6.10.7 and subordinate Sections as follows:

6.10.7 Hardware.

6.10.7.1 Akron Campus: The DB shall provide all permanent interchangeable lock cores and keys for the Project. The DB 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 DB's bid.

6.10.7.2 Regional Campuses: If the DB is performing Work on the University's regional campuses, the DB 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 6.12.1.2 and 6.12.1.3 as follows:

6.12.1.2 At the preconstruction meeting, the Project Manager and the DB shall determine which plans need to be submitted for University review, comment, and approval.

6.12.1.3 The University shall not accept any responsibility or liability for the safety of the DB's employees or managing the DB's safety program on the Project.

Insert Section 6.12.4.3 as follows:

6.12.4.3 The DB shall acquaint itself with the University's established fire alarm procedures and the location of fire warning and extinguishing or control devices.

Insert Sections 6.12.6.3 and 6.12.6.4 as follows:

6.12.6.3 The DB shall provide the A/E with a copy of all SDS. Upon issuance of the Certification of Contract Completion, the A/E shall forward all the SDS to the University.

6.12.6.4 When a Hazardous Material is included in a Shop Drawing, the DB shall submit an SDS with the Shop Drawing. Otherwise, the DB shall submit the SDS at least 3 business days prior to the Hazardous Material being brought on Site.

Insert Section 6.15.6 and subordinate Sections as follows:

6.15.6 Parking.

6.15.6.1 Akron Campus:

- .1 All parking on the University's Akron campus is restricted and controlled by the University's Transportation and Parking Services. The DB'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 DB shall report, to the University's Transportation and Parking Services, the approximate number of parking permits which are required for all of the DB's employees, including employees of the DB's Subcontractors.

6.15.6.2 Regional Campuses: If the DB is performing Work on the University's regional campuses, the DB shall coordinate with the campus facility manager on matters of parking permits and designated areas.

Insert Sections 6.16.3, 6.16.3.1, 6.16.3.2, and 6.16.4 as follows:

6.16.3 Akron Campus:

6.16.3.1 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.

6.16.3.2 Upon issuance of the Notice to Proceed, the DB, when involved with a utility shutdown, shall coordinate with the Project Manager for such shutdown. The DB 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 DB.

6.16.4 Regional Campuses: If the DB is performing Work on the University's regional campuses, the DB shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Insert Section 9.2.13.2.1 as follows:

- .1 The DB 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 DB, 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 DB 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 DB acknowledges and agrees that the University shall be entitled to retain or recover from the DB \$300 or actual costs, whichever is greater, for each false fire alarm that is determined to be a result of the DB'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.

END OF DOCUMENT